AGREEMENT

BETWEEN

HAWAIIAN AIRLINES, INC.

AND THE

FLIGHT ATTENDANTS

IN THE SERVICE OF

HAWAIIAN AIRLINES, INC.

AS REPRESENTED BY

THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA

APRIL 3, 2020 – APRIL 2, 2025

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AGREEMENT

Between

HAWAIIAN AIRLINES, INC.

and the

FLIGHT ATTENDANTS

in the service of

HAWAIIAN AIRLINES, INC.

as represented by

THE ASSOCIATION OF FLIGHT ATTENDANTS - CWA

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between HAWAIIAN AIRLINES, INC. (hereinafter know as the “Company”) and the FLIGHT ATTENDANTS in the service of HAWAIIAN AIRLINES, INC. as represented by the ASSOCIATION OF FLIGHT ATTENDANTS - CWA (hereinafter known as the “Association”).

WITNESSETH:

NOW, THEREFORE, the parties hereto mutually agree:

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HAWAIIAN AIRLINES
2020 FLIGHT ATTENDANT AGREEMENT

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HAWAIIAN AIRLINES
2020 FLIGHT ATTENDANT AGREEMENT

SECTION 1: RECOGNITION, SCOPE, AND JOB SECURITY

A. Recognition

1. In accordance with the certification made by the National Mediation Board (File No. C-4445) on November 16, 1977, the Company hereby recognizes the ASSOCIATION OF FLIGHT ATTENDANTS-CWA as the duly designated and authorized representative of the Flight Attendants in the employ of the Company for the purposes of the Railway Labor Act, as amended.

2. The Company recognizes the right of Flight Attendants on the Flight Attendant System Seniority List to perform the Company's flying on the Company's aircraft as specified in this Agreement.

B. Scope

1. This Agreement covers all revenue flying performed by or for the Company or any Affiliate.

2. As used herein, the term "all revenue flying performed by or for the Company or any Affiliate" shall include, but not be limited to, all flying over the Company's or any Affiliate's present or future routes and extensions thereof, and any contract (government, military or commercial) flying, charter flying and flying subcontracted for or by the Company or any Affiliate and/or subcontracted out by the Company or any Affiliate, any "wet-lease" flying, and any flying under the Company's or an Affiliate's control.

3. Except as provided in paragraph B.6 and B.7 of this Section, all revenue flying by or for the Company or any Affiliate covered by this Agreement shall be performed by Flight Attendants whose names appear on the Hawaiian Airlines, Inc. Flight Attendant System Seniority List under the terms and conditions of the Agreement.

4. No revenue flying covered by this Agreement shall be performed by the Company or an Affiliate until the Company and the Association have signed an agreement covering the rates of pay, rules and working conditions applicable to such flying.

5. In the event that the Company or an Affiliate determines to perform revenue flying which is not already covered by this Agreement, the following procedures will be followed:

    a. The Company will send written notification to the President of the Hawaiian Airlines Flight Attendants' Master Executive Council of its intent to commence such revenue flying. At the same time, a copy of such notification will be sent to the President of the Association and to the Association of Flight Attendants' Legal Department, 501 Third Street, NW, Washington, D.C., 20001.

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b. Within two (2) consecutive calendar days of such notification, the parties will commence conferences in the Company's general offices in Honolulu, Hawaii or at some other mutually agreeable location. Such conferences shall be for the purpose of negotiating the rates of pay, rules and working conditions applicable to such revenue flying. Direct conferences between the parties shall continue for not more than ten (10) consecutive calendar days or until an agreement is reached, whichever occurs first, unless the parties mutually extend such ten (10) day period.

c. If no agreement has been reached at the end of such ten (10) day period or any extension thereof, then the open unresolved issues will be submitted promptly for determination by an arbitrator to be mutually agreed upon by the parties. The arbitrator shall have the authority and responsibility to hear and determine all of the open unresolved issues.

d. The hearing before the arbitrator will commence as soon as possible after the ten (10) day period of direct negotiation or any extension thereof. Within ten (10) consecutive calendar days after the close of the hearing, the arbitrator shall furnish each of the parties with a copy of her/his written decision concerning the open unresolved items and such decision shall be final and binding upon the parties hereto.

e. The entire period from notification specified in Subparagraph (a) above until the arbitrator issues her/his written decision shall include not more than thirty (30) consecutive calendar days, unless mutually extended by the parties hereto.

6. Paragraph B.3 of this Section shall prohibit the Company or an Affiliate of the Company from entering into marketing and related arrangements that permit another air carrier to utilize the Company's designator code, name, logo or marks in commercial flight operations (any such agreement, a “Code Sharing Agreement”) unless the requirements of either this paragraph B.6 or of paragraph B.7 of this Section are satisfied. Paragraph B.3 of this Section shall also prohibit the Company from partly or wholly acquiring, establishing, Controlling, or operating another carrier that does not operate under this Agreement, unless the Company ensures that the following applicable requirements of this paragraph B.6 are satisfied with respect to any such carrier and that it operates for Hawaiian as a Feeder Carrier:

a. This paragraph B.6 governs “Feeder Carriers” and paragraph B.7 of this Section 1 governs “Code Share Partners.” The term “Feeder Carrier” refers to an air carrier, whether or not partly or wholly owned, Controlled, or operated by the Company or an Affiliate of the Company, that operates under a Code Sharing Agreement using its own operating certificate in lawfully operable commercial flight operations under the following conditions, in this paragraph B.6. The term “Code Share Partner” refers to an air carrier that is not partly or wholly owned, Controlled, or operated by

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the Company or an Affiliate of the Company and operates using such carrier's operating certificate, under the conditions in Paragraph B.7 of this Section.

b. A Feeder Carrier acquired, established or operated by the Company, or the portion of a Feeder Carrier operated under a Code Sharing Agreement with the Company, may operate only within the Hawaiian Islands (hereinafter, an "Inter-Island Feeder Carrier") but not to or from Hawaii.

c. A Feeder Carrier acquired, established or operated by the Company, and the portion of a Feeder Carrier operated under a Code Sharing Agreement with the Company, may operate only turboprop aircraft, and such aircraft must be lawfully operable in commercial flight operations with a maximum certificated seating capacity of sixty-nine (69) seats and a maximum certificated gross takeoff weight of no more than 69,000 pounds in passenger operations.

d. With respect to Inter-Island Feeder Carriers:

i. An Inter-Island Feeder Carrier will conduct no commercial passenger flight operations of any kind on the following city pairs: HNL-LIH, HNL-ITO, HNL-KOA, and HNL-OGG.

ii. The Company will neither furlough any Hawaiian Flight Attendants nor reduce the number of block hours the Company operates in 717 or equivalent jet operations within the Hawaiian Islands as a result of initiation or expansion of flying by an Inter-Island Feeder Carrier. The existence of an Inter-Island Feeder Carrier will not by itself be sufficient to demonstrate causation.

iii. During any consecutive twelve-month period of Inter-Island Feeder Carrier operation ending on the last day of any calendar month following the effective date of this Agreement, the Company will not operate fewer than twenty-nine thousand (29,000) hours of Inter-Island turbojet block hours measured over the same period.

e. The Company shall not be required to apply this Agreement to Flight Attendants employed by a Feeder Carrier, and the Association shall make no argument to or in any forum that application of this Agreement to the Feeder Carrier is required by contract or law.

f. If the Company establishes a Feeder Carrier, or if it acquires a Feeder Carrier whose Flight Attendants are not represented by a union, the Company agrees to recognize, or cause the Feeder Carrier to recognize, the Association as the representative of such Flight Attendants upon a lawful demonstration of majority support and will

take a neutral position with respect to the Association's efforts to secure and provide that lawful demonstration.

g. The Company will make commercially reasonable efforts to obtain the same jumpseat and pass privileges on the aircraft operated by the Feeder Carrier as Hawaiian Flight Attendants have on Hawaiian aircraft.

h. If the Company chooses to acquire and operate turboprop aircraft on Hawaiian's certificate, then the Parties shall meet to negotiate the rates of pay, rules and working conditions for such aircraft pursuant to Section 27.C.

i. The Company will require Feeder Carriers that it wholly owns and operates to provide a right of first interview and hire to furloughed Hawaiian Flight Attendants and will use its commercially reasonable best efforts to secure such rights from Feeder Carriers that it partly owns or which operate under a Code Sharing Agreement.

7. Except as expressly permitted in paragraph B.6 of this Section 1, or in this paragraph B.7, the Company shall not permit any other carrier to utilize the Company's designator code, name, trade name, brand, logo, trademarks, service marks, aircraft livery or aircraft paint scheme without the express written consent of the Association in commercial flight operations. The following provisions of this paragraph B.7 apply to "Code Share Partners," defined as air carriers, other than Feeder Carriers, that are not partly or wholly owned, Controlled, or operated by the Company or an Affiliate of the Company, and that operate under a Code Sharing Agreement with the Company. The Company may not enter into a Code Sharing Agreement on terms that differ from those set forth herein unless (1) the Company and the Association agree upon such different terms; or (2) the Company and the Air Line Pilots Association (ALPA) agree upon different terms with which a Code Sharing Agreement must comply, in which case the Company may enter into the Code Sharing Agreement on those terms. In the event that pilots are provided any value as part of any agreement to modify the Code Sharing terms set forth herein, AFA shall be provided proportionally equivalent (determined as a percentage of payroll) value to be applied to the HA-AFA CBA in a manner agreed to by AFA and the Company.

a. The Company may permit a passenger to book under the HA or HA* code an itinerary that includes a nonstop flight operated by a Code Share Partner that is a Domestic Air Carrier subject to the following limitations:

i) if and only if the flight does not operate between an airport in Hawaii and an airport in the remainder of the United States or, if it is not a Feeder Carrier, between airports in Hawaii;

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ii) if the flight operates between an airport in Hawaii and a country outside the United States, only if during each calendar quarter the available seat miles scheduled to be operated by the Domestic Air Carrier under the HA or HA* code to or from Hawaii and the country outside the United States do not exceed one-third (1/3) of the available seat miles scheduled to be operated by the Company to or from Hawaii and such country.

b. The Company may permit a passenger to book under the HA or HA* code an itinerary that includes a nonstop flight operated by a Code Share Partner that is a Foreign Air Carrier only if either (i) the flight does not operate to or from Hawaii, or (ii) it operates between a point in that Code Share Partner's home country and Honolulu or another Company Connecting Airport subject to the limitations of subparagraph 7.c.

c. For each Foreign Air Carrier that becomes a Code Share Partner after the effective date of this Agreement, and for each Foreign Air Carrier that is a Code Share Partner as of the effective date of this Agreement, for each calendar quarter the Current ASM Ratio for flights scheduled to be operated between that Code Share Partner's home country and Hawaii will not exceed 110% of the Base ASM Ratio for that quarter for such flights.

i) For purposes of this subparagraph 7.c., the "Base ASM Ratio" for a Foreign Air Carrier that is a Code Share Partner means the ratio in a Base Calendar Quarter between (i) a numerator equal to the greater of (a) available seat miles scheduled to be operated in the relevant period by the Foreign Air Carrier on nonstop flights to or from Hawaii and the relevant home country and (b) the number of scheduled available seat miles that would be generated if the Foreign Air Carrier scheduled four flights per week on an A330 aircraft in each direction between Hawaii and such country, and (ii) a denominator equal to the greater of (a) the available seat miles scheduled to be operated in the relevant quarter by the Company to or from Hawaii and such country or (b) the number of scheduled available seat miles that would be generated if the Company scheduled four flights per week on an A330 aircraft in each direction between Hawaii and such country.

ii) For a carrier that is a Code Share Partner as of the effective date of this Agreement, a Base Calendar Quarter is a calendar quarter of the year July 1, 2015 to June 30, 2016. For a carrier that becomes a Code Share Partner after the effective date of this Agreement, a Base Calendar Quarter is a calendar quarter

of the full year immediately prior to the quarter in which the carrier became a Code Share Partner.

iii) For purposes of this subparagraph 7.c, the "Current ASM Ratio" means the ratio in a current calendar quarter between (i) a numerator equal to the available seat miles scheduled to be operated in that quarter by a Code Share Partner on nonstop flights bearing the HA or HA* code to or from Hawaii and the relevant country and (ii) a denominator equal to the greater of (x) the available seat miles scheduled to be operated in that quarter by the Company to or from Hawaii and such country or (y) the number of available seat miles that would be generated if the Company operated four flights per week on an A330 aircraft in each direction between Hawaii and such country.

iv) If in any calendar quarter it appears that a Current ASM Ratio for a Code Share Partner will exceed by more than 10% a Base ASM Ratio for that Partner for that quarter, the Company will promptly: (i) notify the President of the Hawaiian Flight Attendants' MEC; and (ii) (except as provided in the next sentence) remove from its schedule a sufficient number of nonstop flights scheduled to be operated by the Code Share Partner under the HA or HA* code to or from an airport in Hawaii and the relevant country so that the limit is met for that quarter. If, however, the Company is unable to remove from its schedule a sufficient number of flights scheduled to be operated under the HA or HA* code to satisfy this obligation within the then-current calendar quarter because of either late substitution of larger equipment or late addition of flights scheduled to be operated by the Code Share Partner, then it shall, without exception, assure that the Current ASM Ratio for that Code Share Partner will not exceed by more than 10% the Base ASM Ratio for that Partner for the then-current calendar quarter and the following calendar quarter combined.

d. The Company will not reduce the number of scheduled available seat miles on nonstop flights operated by the Company to or from such Foreign Air Carrier's home country as the result of any Code Sharing Agreement. The existence of a Code Share Partnership will not by itself be sufficient to demonstrate causation.

e. For purposes of this Section, a "Code Share Market" is a pair of airports between which passengers may book itineraries entirely using the HA or HA* code that include one or more segments operated by a Code Share Partner using the HA or HA* code. For the same purposes, an "airport" includes not only itself (a "Reference Airport") but also all airports providing scheduled commercial air service whose ARP

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(Aerodrome Reference Point), per Jeppesen data, is located within fifty (50) nautical miles of the Reference Airport's ARP, except that each airport in the following airport groups should be counted separately: OAK/SFO, JFK/EWR, LAX/SNA/ONT, and NRT/HND.

Examples of Code Share Markets:

i) A passenger may book an itinerary under the Company designator code from BOS to HNL via SFO or OAK, from BOS to HNL via ORD to SFO or OAK, or from BOS to HNL via JFK, flying on an aircraft of one or more Domestic Air Carrier Code Share Partners for the segment or segments within the continental United States not served by the Company, and on Company aircraft for the segment to HNL. BOS-HNL is a Code Share Market.

ii) A passenger may book an itinerary under the Company designator code from MSY via IAH and PHX to HNL, flying on an aircraft of a Domestic Air Carrier Code Share Partner for the segment between MSY and IAH, on an aircraft of the same or other Domestic Air Carrier Code Share Partner between IAH and PHX, and on a Company aircraft for the segment from PHX to HNL. MSY to HNL is a Code Share Market.

iii) A passenger may book an itinerary under the Company designator code from CTU via PEK to HNL, flying on the aircraft of a Foreign Air Carrier Code Share Partner for the CTU-PEK segment and either a Company aircraft or the aircraft of the Code Share Partner for PEK-HNL. CTU-HNL and PEK- HNL are each a Code Share Market.

iv) A passenger may book an itinerary under the Company designator code between ORD and MCO flying only the aircraft of a Domestic Air Carrier Code Share Partner. ORD-MCO is a Code Share Market.

v) A passenger may book an itinerary under the Company designator code between FRA and HNL via JFK, flying on the aircraft of a Code Share Partner for the FRA-JFK segment and either a Company aircraft or the aircraft of the Code Share Partner for JFK-HNL. FRA-HNL is a Code Share Market.

vi) A passenger may book an itinerary under the Company designator code between FRA and LHR, flying on the aircraft of a Code Share Partner for the FRA-LHR

segment. FRA-LHR is a Code Share Market if the Company gains authority to operate in that Market.

f. On a quarterly basis, the Company shall present to AFA an analysis of the profitability of using Company aircraft to fly in each Code Share Market identified by AFA, provided that each Code Share Market identified by AFA is one in which there is a per day average of passengers flying each way in that Market under HA or HA* itineraries operated at least in part by a Code Share Partner, computed over the preceding quarter, of at least ninety (90) passengers. The Company will provide to AFA, on a confidential basis, information necessary to determine whether this passenger threshold has been met in any Code Share Market in any Quarter.

g. "Profitability" under subparagraph f. above means that it can be predicted with reasonable certainty that the Company can begin or, if applicable, supplement flying with its own aircraft between two airports in a Code Share Market and, taking into account the revenues, if any, earned from passengers connecting to the Company's network, (i) operate such flight in the Code Share Market profitably on an annual basis for the fourth year of Company operation based on the Company's standard flight profitability measurement including standard allocation of corporate overhead expenses and investment capital and (ii) recover its cumulative investment including start-up losses on the Code Share Market within a period of seventy (70) months. The Company's analysis may also take into account the impact, if any, of initiating service in the Code Share Market on the Company's existing market (e.g., in evaluating MCO-HNL, the Company may consider the impact of MCO-HNL service on the Company's LAX-HNL flight, and may reduce its projection of the profits for the MCO-HNL service by the extent to which such service is projected to reduce the profitability of the LAX-HNL service). AFA shall enter into a commercially standard confidentiality agreement covering any information provided in such analysis or provided under subparagraph f. above.

h. If a dispute arises as to whether a Code Share Market satisfies the passenger threshold in subparagraph f. above, or the profitability test in subparagraph g. above, that dispute shall be subject to final and binding, expedited arbitration before the AFA-Hawaiian System Board of Adjustment sitting with a neutral member jointly selected by the Parties. If they are unable to agree on a neutral, then by alternate strikes from a list to be provided in accordance with Section 24.H. Notwithstanding the foregoing, if the dispute is the subject of an arbitration before the ALPA-Hawaiian System Board, the parties agree to abide by the resulting ALPA-Hawaiian System Board Award. If the arbitration Award provides any value to ALPA, AFA shall be provided proportionally equivalent (determined as a percentage of payroll) value to be applied to the HA-AFA CBA in a manner agreed to by AFA and the Company.

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i. If a Code Share Market satisfies the profitability test in subparagraph g. above, the Parties shall meet within ninety (90) days to discuss the following options: (i) that the Code Share Agreement continue without Company operation in the Code Share Market; (ii) that the Company should begin (or, if applicable, supplement) service in the Code Share Market with its own aircraft; or, (iii) that the Company should cease placing the HA or HA* code on the segment or segments of the Code Share Market operated by a Code Share Partner (e.g. MCO-LAX).

j. If there is no agreement on option (i) of subparagraph i. above, then the Company must either: (i) at the next regularly scheduled meeting of the Board of Directors, seek and obtain Board approval to commence service in the Code Share Market with the Company's own aircraft within a further six (6) month period of time; or (ii) within the same period cease placing the HA or HA* code on the segment of the Code Share Market operated by a Code Share Partner.

k. If any other dispute arises under paragraph B.6 of this Section or under this paragraph B.7, that dispute shall be subject to final and binding expedited arbitration before the AFA-Hawaiian System Board of Adjustment sitting with a neutral member jointly selected by the Parties, in accordance with paragraph 7.h.

8. The Company and the Association shall establish a Scope Review Committee comprised of the Senior Vice-President of Global Sales and Alliances, the Vice-President of Revenue Management and Network Planning (or other comparable title) and another Company representative and three (3) Flight Attendants designated by the Association's Hawaiian Master Executive Council. The Scope Review Committee shall meet periodically, but no less than quarterly, to review the financial and operating results of any of the Company's code sharing agreements with other carriers and to ensure that the Company is in compliance with Section 1.B. of this Agreement. The Company shall provide the Scope Review committee and the Association's economic and legal advisors, under a commercially standard confidentiality agreement, if necessary, its best available financial and operating information concerning the Company's code sharing practices with other carriers.

C. **Parent, Subsidiary, Affiliate or Successor Company(s)**

1. The provisions of this Agreement shall be binding upon any Parent, Affiliate or Successor.

2. The Company and its Affiliates shall require any successor, assign, assignee, transferee, administrator, executor and/or trustee of the Company or of a Parent ("Successor") resulting from the transfer (in a single transaction or in multi-step transactions) to the Successor of the ownership and/or control of all or substantially all of the equity securities and/or assets of the Company (a "Successorship Transaction") to employ the

Flight Attendants on the Hawaiian Airlines System Seniority List in accordance with the provisions of the Agreement and to assume and be bound by the Agreement.

3. The Company and its Affiliates agree to give written notice of the terms of this Agreement to a proposed Successor, before concluding any Successorship Transaction. The Company and its Affiliates agree that no agreement or other legally binding commitment involving a Successorship Transaction will be signed or otherwise entered into, unless it is agreed in writing as a material and irrevocable condition of entering into, concluding and implementing the transaction, that this Agreement and recognition of the Association is assumed by the Successor(s), and that the Flight Attendants on the Hawaiian Airlines Flight Attendants' System Seniority List will be employed in accordance with the provisions of this Agreement. The Company will provide the Association with the details of, and material agreements related to, any such transaction in a timely manner.

4. The Company will not enter into, maintain, or permit any transaction, agreement or arrangement which provides for, permits, facilitates, creates, maintains or results in the establishment of a Parent or an Affiliate unless the Parent or Affiliate agrees in writing, as an irrevocable condition of such transaction, agreement or arrangement, to be bound by the Agreement in the same manner as the Company as if every reference to the "Company" in this Agreement also referred to and bound the Parent or Affiliate.

D. **Labor Protective Provisions**

1. The Flight Attendants will be provided with the same labor protective provisions specified by the Civil Aeronautics Board in Sections 2., 3., and 13. only of the Allegheny-Mohawk merger conditions as amended (herein "LPP") as a material and irrevocable written condition of any future merger or acquisition, as defined by Section 2.a. of said LPP, involving the Company. The written condition to provide the Flight Attendants with said LPP shall be embodied in a signed agreement between/among the parties to the transaction, which shall specifically:

   a. Bind all parties to the transaction, including the Company and any successor of the Company, to assume and carry out the obligation to provide the Flight Attendants with said LPP as a material and irrevocable condition of entering into, concluding and implementing this transaction.

   b. Provide that the Association and affected Flight Attendants shall have all necessary and required rights and standing to invoke said LPP, and to take such action as is necessary to enforce the application of said LPP, against all parties to the transaction, including the Company and any successor of the Company; provided that, with respect to the integration of seniority lists between/among two or more groups represented by the Association, the Association merger policy shall be applied according to its terms before Section 13. of the said LPP may be invoked as

to any dispute or controversy over integration of seniority lists, and that Section 13. may be invoked on behalf of the Flight Attendants only by the Association as bargaining representative.

c. Provide that the Association and the affected Flight Attendants shall be entitled to a remedy of specific performance, including injunctive relief, against all parties to the transaction, including the Company and any successor of the Company, to enforce the application of said LPP.

2. The signed agreement required by paragraph 1. above shall be provided to the Association within seventy-two (72) hours of signing any agreement or other legally binding merger or acquisition commitment.

E. **Job Security**

1. If, within any twelve (12) month period, the Company or an Affiliate sells, transfers or disposes in a single transaction or a series of transactions assets, net of asset purchases or acquisitions during the same twelve (12) month period, (i) which constitute twenty percent (20%) or more of the value of the assets (including the Company's aircraft, whether owned or leased) of the Company, or (ii) which sale directly or indirectly results in a reduction of the Company's monthly block hours or available seat miles by twenty percent (20%) or more (any such transaction or series of transactions referred to herein as a “Triggering Event”), then:

a. In the event (i) another air carrier or (ii) an Entity that intends to operate, own or Control an air carrier following its acquisition of the Company's assets (any such Entity, a “Transferee”) purchases or acquires any aircraft, international route or international route authority of the Company or an Affiliate as part of any transaction or series of transactions that constitutes a Triggering Event, Flight Attendants from the Hawaiian Airlines Flight Attendants' System Seniority List (the “Transferring Flight Attendants”) shall be offered the opportunity to transfer to the Transferee. The number of transferring Flight Attendants shall be determined by calculating the average Flight Attendant staffing on a monthly basis, rounded to the nearest whole number, over the prior twelve (12) months attributable to (i) the international route or international route authority transferred to the Transferee in connection with the Triggering Event; or (ii) the aircraft or aircraft interest transferred to the Transferee in connection with the Triggering Event; and

b. The Transferring Flight Attendants shall be selected on the basis of seniority on the Hawaiian Airlines Flight Attendant System Seniority List from those Flight Attendants who are qualified on the aircraft transferred to the Transferee; provided that a Flight Attendant shall be deemed “qualified” to transfer if she/he is qualified (other than recurrent or substantially equivalent training, proficiency check, or training necessary to qualify Flight Attendants on the specific operations procedures of the

Transferee) on the aircraft transferred to the Transferee in the case of an aircraft transfer or the aircraft the Transferee intends to operate on the acquired international route in the case of an international route or international route authority transfer; and

c. The Company and its Affiliates shall require the Transferee(s), and the Transferee(s) shall agree: (i) to employ the Transferring Flight Attendants under rates of pay, rules and working conditions no less favorable than those [applicable to] the Transferee's Flight Attendants; and (ii) to integrate the Transferring Flight Attendants into the Transferee's Flight Attendant seniority list pursuant to Association Merger Policy if the Transferee's Flight Attendants are represented by the Association and otherwise pursuant to Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions. There shall be no requirement that the seniority integration of the Transferring Flight Attendants be completed simultaneous with the transfer of the international route, international route authority or aircraft and it is expressly agreed that such seniority integration may be completed after such transfer; and

d. Any Flight Attendant who transfers to the Transferee shall be required to resign from Hawaiian Airlines as a condition of the transfer.

2. The provisions of paragraph E. of this Section shall not apply to: (i) aircraft sale-leaseback for financing purposes; (ii) the transfer of international route(s), international route authority or aircraft caused by circumstances over which the Company has no control. The phrase “circumstances over which the Company has no control” means: (i) an act of nature; (ii) labor dispute within the Company; (iii) grounding of a substantial number of the Company's aircraft by government agency; (iv) reduction in flying operations because of a decrease in available fuel supply or other critical materials for the Company's operations; (v) war emergency; and (vi) involuntary revocation of the Company's operating certificate(s).

3. The rights and protections provided the Association and the Hawaiian Flight Attendants under paragraph E. of this Section are in addition to any other rights and protections contained in any other agreement involving the Association and the Hawaiian Flight Attendants.

4. The Company and its Affiliates shall not conclude or enter into any agreement for any international route, international route authority or aircraft transfer unless the Transferee(s) agrees in writing to be bound by the applicable terms of paragraph E. of this Section.

5. The Company and its Affiliates agree, and shall require the Transferee(s) to agree, to resolve all disputes concerning the interpretation or application of paragraph E. of this Section through final and binding arbitration on an expedited basis directly before the AFA-Hawaiian System Board of Adjustment sitting with a neutral arbitrator pursuant to

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Section 1 and Section 24 of this Agreement, except that the arbitrator shall be selected from a panel of neutral referees provided by the National Mediation Board upon the request of any party. If the Association submits a grievance alleging a violation of paragraph E. of this Section, the challenged transaction will be held in abeyance pending the arbitrator's disposition of the Association's grievance.

F. **Change in Control**

1. In the event a "Change of Control" occurs and within two (2) years of the Change of Control the person(s) exercising such control (i) replaces a majority of the directors of the Company or of Hawaiian Holdings, Inc. ("Holdings"), excluding replacements as the result of death, disability or reaching of retirement age, or (ii) through making shareholder proposals or initiating proxy solicitations, directs Holdings' board and/or influences the operations of the Company (a "Change of Control Event"), then: (a) the Association shall have the right in its sole discretion to extend the duration of the Agreement for up to two (2) years from the date of the Change of Control Event; and (b) Holdings and the Company shall at Holdings' option either (i) issue to flight attendants common shares of Holdings having an aggregate market value of $1,500,000 at the time of the Change of Control Event, or (ii) pay $1,500,000 in cash. If Holdings elects to issue common stock it shall be issued within five (5) business days after the date of the Change of Control Event, and the number of shares to be issued shall be $1,500,000 divided by the average closing price for the five (5) business days preceding the third business day after the date of Change of Control Event. If Holdings elects to issue cash, it shall do so no later than eight (8) business days following the date of the Change of Control Event. The stock or cash shall be allocated based on W-2 wages for the tax year immediately pre-ceding the issuance of the stock. A "Change of Control" occurs when a purchaser or a group of purchasers acting in concert (as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder), through a single transaction or a series of related transactions, (i) acquires more than 40% of the capital stock of Holdings or the Company on a fully diluted basis, or (ii) obtains the right to elect the majority of Holdings' directors.

2. An "Adverse Transaction" shall mean: (a) any changes made in operations within two (2) years after either the Effective Date of the Joint Plan or a Change of Control, that reduce the total number of block hours flown by the Company during any 12 month period by 15% or more compared to the prior 12 month period or that reduce the number of the Company's aircraft to fewer than twenty (20) (an "Operational Reduction"); (b) a sale of all or substantially all of the equity securities or assets of the Company (a "Sale"); or (c) a merger of the Company with or into another entity, regardless of which entity is the surviving entity and which merger is used to implement an acquisition of the Company by another airline (a "Merger"). In the event that an "Adverse Transaction" occurs then, in addition to all other rights and remedies specified in the Agreement or otherwise

available at law, the Association shall have the right in its sole discretion to (A) extend the duration of the Agreement for up to two (2) years past the Change of Control date, in the event of an Operational Reduction, or two (2) years past the Adverse Transaction date in the event of a Sale or Merger; and (B) obtain an agreement from the Company pursuant to which no active flight attendants (less the number of flight attendants on leave) who are on the seniority list on the date of the Adverse Transaction shall be furloughed from the date of the Adverse Transaction through the amendable date, as it may be extended hereunder, except for furloughs that occur in the ordinary course for reasons such as but not limited to seasonality and aircraft placed out of service except as a result of the Adverse Transaction. In addition, Holdings and the Company shall at Holdings' option either (i) issue to flight attendants common shares of Holdings having an aggregate market value of $1,500,000 at the time of the Adverse Transaction, or (ii) pay $1,500,000 in cash. If Holding elects to issue common stock it shall be issued within five (5) business days after the effective date of the Adverse Transaction, and the number of shares to be issued shall be $1,500,000 divided by the average closing price for the five (5) business days preceding the third business day after the date the Adverse Transaction is publicly announced. If Holdings elects to issue cash, it shall do so no later than eight (8) business days following the effective date of the Adverse Transaction. The stock or cash shall be allocated based on W-2 wages for the tax year immediately preceding the issuance of the stock. In the event of a Merger, the furlough protection provided in (B) herein shall only be required of the Company until such time as the seniority lists and collective bargaining agreements of the merged companies are combined, and the Company hereby agrees to make such operational integration of the two carriers a condition of such Merger. The Company agrees that it shall provide the Association with sufficiently detailed information regarding a prospective Adverse Transaction on which to make the determination described herein, on or before the later of (x) 30 days prior to the effective date of the proposed Adverse Transaction, or (y) as soon as legally practicable based on advice of counsel to Holdings.

3. For purposes of this Section 1.F., any reference to the Company or Holdings shall be deemed to include any successor or parent entity of either the Company or Holdings; provided, however, in no event shall a single transfer or disposition of assets or equity securities of the Company, Holdings or any successor or predecessor of either the Company or Holdings trigger both a Change of Control Event and an Adverse Transaction for purposes of this Section 1.F., whether or not coupled with a replacement of a majority of the directors of the Company or Holdings in connection with a Sale or Merger, as both are defined above.

G. **Release of Information**

The Company will make available to the Association, on a confidential basis and subject to applicable legal requirements of law, the following information:

SECTION 1: RECOGNITION, SCOPE, AND JOB SECURITY

1. Statement of Operations/Monthly Income or P&L Statement, by Market and Combined Operations:
   Quarterly and Year-to-Date: actuals on an accrual basis.

2. Statement of Cash Flows:
   Quarterly and Year-to-Date actuals.

3. Balance Sheet:
   Quarterly and Year-to-Date actuals.

4. Operating Statistics:
   Quarterly and Year-to-Date actuals, forecast (with any revisions or updates), including the following:

   Passengers, Average Fares, Revenue, RPMs, ASMs, Load Factor and Flights by both route and aircraft type for: Transpac, Southpac, Inter-Island, Charters and all other flights by Market and by Aircraft Type.

5. All audited Financial Statements and SEC Filings.

H. **Expedited Arbitration**

Any and all disputes concerning alleged violation of this Section shall be resolved by final and binding arbitration. The Company and its Affiliates specifically agree to arbitrate any grievance permitted under the Railway Labor Act filed by the Association alleging violation of this Section on an expedited basis directly before the Flight Attendants System Board of Adjustment sitting with a neutral member. The Arbitrator shall be bound by all provisions of the Railway Labor Act. The dispute shall be heard expeditiously no later than thirty (30) days following the submission to the System Board and decided expeditiously no later than sixty (60) days after submission, unless the parties agree otherwise in writing. The parties agree to abide by any lawful arbitration award which is issued. The parties further expressly agree that any violation of this Section shall constitute irreparable injury for which no adequate remedy at law exists.

I. **Definitions**

The following definitions shall apply to the capitalized terms in this Section 1 of the Agreement:

1. Agreement. The term “Agreement” means and includes this collective bargaining agreement between the Association and the Company and any and all other agreements between the Association and the Company or among the Association, the Company and its Affiliates.

SECTION 1: RECOGNITION, SCOPE, AND JOB SECURITY

2. Entity. The term "Entity" shall mean any business form of any kind, including without limitation any natural person, corporation, Company, unincorporated association, division, partnership, trustee, trust, receivership, joint venture, administrator, or executor.

3. Control. Entity A shall be deemed to "Control" Entity B if entity A, whether directly or indirectly, (a) maintains the power, right, or authority to manage or direct the management of Entity B's operations, or (b) maintains the power, right or authority to appoint a majority of Entity B's Board of Directors or similar governing body, or (c) maintains the power, right or authority to appoint a minority of B's Board of Directors or similar governing body, if such minority maintains the power, right or authority to appoint or remove any of B's executive officers, to approve a substantial part of B's business or operating plans or to approve a substantial part of B's debt or equity offerings, or (d) owns securities that constitute, are exercisable for or are exchangeable into forty percent (40%) or more of Entity B's outstanding common stock or otherwise owns forty percent (40%) or more of Entity B.

4. Common Control. A shall be deemed to be under "Common Control" with B if any third person or entity Controls both A and B whether directly or indirectly through the Control of other persons or entities that Control A and B.

5. Parent. As used in this Agreement, the term "Parent" refers to any Entity that Controls the Company, whether directly or indirectly through the Control of other Entities that Control the Company.

6. Affiliate. As used in this Agreement, the term "Affiliate" refers to (i) any Parent, (ii) any Entity that Controls or manages the Company or any Entity that the Company Controls or manages, or (iii) any Entity under Common Control with the Company, or (iv) any other corporate subsidiary, parent or division of the Company, a Parent or any other Affiliate.

7. Domestic Air Carrier. As used in this Agreement, the term "Domestic Air Carrier" means an "air carrier" as defined in 49 U.S.C. Section 40102(a)(2) holding an air carrier certificate issued by the Administrator of the FAA under 14 C.F.R. Section 119.5.

8. Foreign Air Carrier. As used in this Agreement, the term "Foreign Air Carrier" means a "foreign air carrier" as defined in 49 U.S.C. Section 40102(a)(21).

9. Scheduled. As used in this Section 1, the term "scheduled" in reference to a flight, seat, or itinerary means one that is offered for sale to the public via the OAG and similar services.

SECTION 1: RECOGNITION, SCOPE, AND JOB SECURITY

10. Company Connecting Airport. As used in this Section 1, the term "Company Connecting Airport" means an airport in Hawaii served by thirty (30) or more scheduled Company departures per day.

11. Market. As used in this Section 1, a "Market" is a pair of airports between which a passenger may book a one-way itinerary on one or more nonstop flights.

SECTION 1: RECOGNITION, SCOPE, AND JOB SECURITY

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SECTION 2: DEFINITIONS

As used in this Agreement, the term:

A. "Augmented Crew" means a crew that includes a crew complement of Flight Attendant(s) on the Hawaiian Airlines Flight Attendant Seniority List as specified in Section 7.C.2.d. and Section 10.M.7.

B. "Bid Run" means a Flight Attendant's monthly unit of pay and credit time and awarded schedule of flying which is composed of any combination of scheduled trips arranged in known daily groupings of trips by flight numbers, points of departure, intermediate stops and destination points; airport reserve groupings; training days; vacation days; AFA business days; or any other Company-approved planned or known absences along with intervening days off.

C. "Bid Run Flight Attendant" means a Flight Attendant who, in accordance with seniority, is awarded a bid run in accordance with her/his preference, as defined in Paragraph B. of this Section.

D. "Buddy Bidding" means that two (2) Flight Attendants wish to bid together for a monthly schedule in accordance with Section 10.D.6.a. The bids of both Flight Attendants will be honored according to the seniority of the junior Flight Attendant.

E. "Calendar Day" shall mean the period of time from 0001 hours through 2400 hours.

F. Cancellations

1. "Company convenience" means the time when a scheduled trip or a portion thereof is canceled for reasons other than mechanical, mandatory, weather or change of equipment as specified in Sub-paragraphs 2, 3 and 4 below.

2. "Mechanical" means any modification or mechanical defect which, in the opinion of the Company or the pilot in command requires rectification prior to release of aircraft for flight.

3. "Mandatory" means a mandatory grounding of aircraft by government order.

4. "Weather" means weather conditions below authorized minimums of weather and airport conditions considered unsafe for flight operations.

G. "Coach Lead Flight Attendant" is the Flight Attendant in charge of the coach section of any flight which has more than one class of service. The coach lead Flight Attendant acts under the direction of the First Flight Attendant.

H. "Company" means Hawaiian Airlines, Inc., and all operations conducted in whole or in part or controlled by the said Hawaiian Airlines, Inc., of every entity, character, kind or

SECTION 2: DEFINITIONS

description, either domestic or international irrespective of their organizational structure, entity or designation.

I. "Comparable time" shall mean thirty (30) minutes or less.

J. "Credited Hours"

1. Interisland
"Credited Hours" shall be those applied towards a Flight Attendant's monthly maximum, as set forth in Paragraph B. of Section 7, and shall include regular scheduled trips, airport reserve groupings, extra sections, charter trips, ferry trips, deadhead time, vacation credit, sick leave credit, AFA flight pay, on-duty credit, two (2) hours minimum reporting credit, training credit, minimum daily guarantee, duty extension, and segment credits.

2. International
"Credited Hours" shall be those applied towards a Flight Attendant's monthly maximum, as set forth in Paragraph B. of Section 7, and shall include regular scheduled trips, extra sections, charter trips, ferry trips, deadhead time, vacation credit, sick leave credit, AFA flight pay, on-duty credit as provided for in Paragraph V. of Section 3, two (2) hours minimum reporting credit, trip rig credit, training credit, duty extension, Average Minimum Day, and airport reserve.

K. "Deadheading" means the transport by air or surface vehicle of a Flight Attendant from one point to another pursuant to Company orders for the purpose of performing any duty under this Agreement after arrival at the destination point or for the purpose of returning after having performed such duty.

L. "Domicile" means a geographical location designated by the Company as a basic or primary reporting point where Flight Attendants commence and terminate a duty period.

M. "Except as otherwise provided herein" as used in this Agreement means "except as otherwise provided for in this Agreement".

N. "Employee" means a Flight Attendant whose name appears on the Flight Attendant System Seniority List, and who has completed training as prescribed by the Company, but in no event less training than is prescribed by the Federal Aviation Administration.

O. "Enroute add-on" means a printed segment that is added on to the Flight Attendant's Daily Flight Schedule and is a segment along the general routing of the flight with no backtracking.

P. "First Flight Attendant" means a Flight Attendant, as defined in Paragraph R. of this Section, who, in accordance with her/his seniority, has the additional responsibility of giving work guidance and direction to other Flight Attendants assigned to the crew or flight.

SECTION 2: DEFINITIONS

Q. A “Flag Stop” means an unscheduled segment after the Flight Attendant's Daily Flight Schedule is published and is a segment along the general routing of the flight with no backtracking.

R. “Flight Attendant” means an employee of Hawaiian Airlines, Inc., whose duties consist of performing all enroute and ground cabin service on board the aircraft to Hawaiian Airlines' passengers, and includes the responsibility for the welfare and safety of passengers in accordance with Company standards and as required by law.

1. “Interisland Flight Attendant” means a Flight Attendant who is awarded/assigned a position on an Interisland grouping.

2. “International Flight Attendant” means a Flight Attendant who is awarded/assigned a position on an International grouping.

S. “Flight Time” (Block-to-Block) means that period of time beginning when an aircraft moves from the ramp blocks for the purpose of flight and ending when the aircraft comes to rest at the next point of blocking at either intermediate stops or final destination.

T. [INTENTIONALLY LEFT BLANK]

U. [INTENTIONALLY LEFT BLANK]

V. “Grouping”

1. “Flight Grouping” means a number of trips grouped together in such a manner that one crew can fly the complete group within the flight time/duty time limitations set forth in this Agreement.

2. “Airport Reserve Grouping” (Interisland) means a specific duty period at the airport to

3. <u>The term “Pairing” shall be synonymous with the term “Grouping”.</u>

W. <u>Interisland/International Flying</u>

1. “Interisland Flying” means all flying done between the main Hawaiian group consisting of Ni'ihau, Kaua'i, O'ahu, Moloka'i, Lana'i, Maui, Hawai'i and Kaho'olawe.

2. “International Flying” means any flying other than Interisland flying.

X. “Line Value Protection” shall mean a guarantee of the published total projected credited hours of a bid run.

SECTION 2: DEFINITIONS

Y. "Longevity" means the cumulative total of years, months, and days that a Flight Attendant has been on the payroll in the service of the Company in a Flight Attendant capacity, except as hereinafter provided in Paragraph D.2. of Section 9, and Paragraph K. of Section 17.

Z. "Month" means the period from and including the first day of, to and including the last day of each calendar month of the year, except that the Company may adjust any months to create 30- or 31-day bid months as follows:

1. Such adjustments must take place at the time of Vacation Bid Posting (September 1 of the prior year).

2. After vacation bidding, the Company may make changes to the bid months on a quarterly basis with a minimum of forty-five (45) days notice to the MEC President and the Flight Attendants.

3. If a change made pursuant to paragraph 2. above impacts a flight attendant's awarded vacation period(s) by creating, deleting or otherwise involving a vacation overlap from one month to the next, she/he may, at her/his sole discretion, slide the vacation period one (1) day in either direction. Such discretion must be exercised before final bid awards in order to effectuate the change.

AA. "On-Duty/Duty Period"

1. Interisland
"On-Duty/Duty Period" means that a Flight Attendant's on- duty time or duty period shall be that period of time beginning thirty-<u>five</u> (35) minutes before the scheduled departure of her/his first flight of the day or whenever the Flight Attendant is required to report, whichever is earlier, and ending fifteen (15) minutes after block-in or until the Flight Attendant is released from duty, whichever is later.

2. International
"On-Duty/Duty Period" means that a Flight Attendant's on- duty time or duty period shall be that period of time beginning one (1) hour and fifteen (15) minutes (MAC Charters - one (1) hour and thirty (30) minutes) before the scheduled departure of her/his first flight of the day or whenever the Flight Attendant is required to report, whichever is earlier, and ending fifteen (15) minutes, or thirty (30) minutes on International flights that require customs clearance, after scheduled or actual block-in or until the flight Attendant is released from duty, whichever is later. However, if the grouping begins with an inter-island deadhead, such On- Duty/Duty Period shall begin forty-five (45) minutes before the departure of such deadhead flight and ending as specified above.

SECTION 2: DEFINITIONS

AB. "Reserve Flight Attendant" is a Flight Attendant who has not been awarded a Bid Run and is available to be assigned to flying in the International operation, the Interisland operation, Airport Reserve duty, Interisland Reserve Desk duty or Standby Reserve duty.

AC. "Open Flying" means all flying not included in bid runs. Bid run flights vacated due to Flight Attendant's scheduled adjustment, illness, vacations, leaves of absence, extra sections, or other Company approved absences will become open flying.

AD. "Reserve Run" means a monthly schedule of days off and days during which a reserve Flight Attendant is available for Reserve duty.

AE. "Part-Time Flight Attendant" means a Flight Attendant, as defined in Paragraph R. of this Section, who is utilized to supplement the complement of Inter-island full-time Flight Attendants. Part-time Flight Attendants shall be utilized for flight, standby and airport reserve duty. Part-time Flight Attendants are limited to those who are on the Flight Attendants Seniority List as of September 1, 1977.

AF. "Pay and Credit" or "Paid and Credited" means all pay and credit time provided for in this Agreement shall be included as part of a Flight Attendant's maximum pay for that month, including flight time pay and credit.

AG. "Printed Daily Schedule" (Daily Flight Schedule) means a printed listing of the flights assigned to Flight Attendants each day and may include flights not appearing on timetables distributed to the general public. It shall include all provisions as specified in Paragraph F. of Section 11.

AH. A "Probationary Flight Attendant" is one who has not completed her/his length of time as defined in Section 9. of this Agreement.

AI. "Red Circle Days" or "Guaranteed Days Off (GDO)" are reserve days off that are not subject to change by the Company.

AJ. "Released Flight Attendant" means a reserve Flight Attendant who is released from standby duty for the day by the Crew Scheduling Office.

AK. "Reposition" means operation of DC-10/B767-300 aircraft in revenue service inter-island in order to position such aircraft to a neighbor island station (Hilo, Kona, Kahului, Lihue) for departure to a destination outside the Hawaiian Islands and to position such aircraft to Honolulu from a neighbor island station after arrival from a destination outside the Hawaiian Islands. There shall be no in-flight service on a repositioning flight segment.

AL. "Re-Routing" means a scheduled round trip from a Flight Attendant's domicile of which some segments are canceled and substitute routing is implemented. The round trip from

SECTION 2: DEFINITIONS

such domicile must contain at least one segment under the original trip number(s) on the original routing.

AM. "Reserve Duty" means periods of time that a reserve Flight Attendant is available for assignment to open flying, airport reserve, or standby.

AN. "Rest Period" means a defined period of time, either at the Flight Attendant's domicile or at a hotel if out of domicile, free of all duty immediately prior to starting any duty with the Company and at the completion of any duty with the Company. An out of domicile rest period is further defined as time in the hotel (door to door) when a hotel is required, uninterrupted by the Company, except as provided in Section 7.D.2.b.(3).

AO. "Round Trip" means a series of trips originating at a Flight Attendant's domicile and terminating with the first landing at her/ his domicile.

AP. "Scheduled Trip" means a flight which appears on the timetable distributed by the Company to the general public, a Flight Attendant's published schedule, or the Daily Flight Schedule.

AQ. "Scheduling Policy" means a Company manual setting forth the objectives, procedures, and rules for the scheduling of Flight Attendants.

AR. "Segment" means the flight between any airport of departure and the point of first landing thereafter.

AS. "Standby Reserve Flight Attendant" means a reserve Flight Attendant who is legal to fly and who is assigned to Standby duty on the Daily Flight Schedule.

AT. "Substitution of equipment" means a substitution of type of aircraft from that scheduled according to the flight timetable schedule, a Flight Attendant's published schedule or from the Daily Flight Schedule.

AU. "Trainee" means an employee who is undergoing the initial Hawaiian Airlines Flight Attendant training program.

AV. "Trip" means the flight between the airport of departure and the last point reached under the same flight number.

AW. "Trip Hours" or "Time Away From Base (TAFB)" means all the time, scheduled or actual, whichever is greater, which elapses from the time a Flight Attendant reports to the airport at her/his domicile for duty, and shall continue until she/he is released from duty upon return to the airport at her/his domicile.

SECTION 2: DEFINITIONS

AX. "Trip Rig" shall mean those hours paid and credited to a Flight Attendant for scheduled (published) or actual trip hours, whichever is greater, at the rate of one (1) hour of pay and credit for each four (4) trip hours.

AY. "What she/he normally would have earned" means pay and credit which a Flight Attendant's schedule would have produced (actual or scheduled credited hours, whichever is greater) or what she/he actually flew in a duty period, whichever is greater. It is understood that this Paragraph includes pay as outlined in Paragraphs A., C.1., and C.3. of Section 3.

AZ. "Vacated Flight" means after all Flight Attendant positions have been scheduled or assigned on a flight and a position(s) is subsequently vacated for any reason.

BA. "Extended Range Flight" or "ER" is a flight segment that is eight or more hours.

SECTION 2: DEFINITIONS

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SECTION 3: COMPENSATION

A. Hourly Rates of Pay

1. Flight Attendants shall be paid, in accordance with their length of service as a Flight Attendant with the Company, at the hourly rates shown below:

	4/3/20	4/3/21	4/3/22	4/3/23	4/3/24
1st 6 months	$25.24	$25.74	$26.25	$26.78	$27.32
2nd 6 months	$27.75	$28.31	$28.88	$29.46	$30.05
2nd year	$32.45	$33.10	$33.76	$34.44	$35.13
3rd year	$36.18	$36.90	$37.64	$37.64	$37.64
4th year	$38.87	$39.65	$40.44	$41.25	$41.25
5th year	$46.79	$47.73	$48.68	$49.65	$50.64
6th year	$48.02	$48.98	$49.96	$50.96	$51.98
7th year	$49.74	$50.73	$51.74	$52.77	$53.83
8th year	$51.64	$52.67	$53.72	$54.79	$55.89
9th year	$54.15	$55.23	$56.33	$57.46	$58.61
10th year	$55.92	$57.04	$58.18	$59.34	$60.53
11th year	$57.24	$58.38	$59.55	$60.74	$61.95
12th year	$58.86	$60.04	$61.24	$62.46	$63.71
13th year	$60.48	$61.69	$62.92	$64.18	$65.46
14th year	$62.16	$63.40	$64.67	$65.96	$67.28
15th year	$63.38	$64.65	$65.94	$67.26	$68.61
16th year	$63.92	$65.20	$66.50	$67.83	$69.19
17th year	$64.46	$65.75	$67.07	$68.41	$69.78
18th year	$65.82	$67.14	$68.48	$69.85	$71.25
19th year	$66.37	$67.70	$69.05	$70.43	$71.84
20th year+	$68.00	$69.36	$70.75	$72.17	$73.61

2. All hours paid and credited to a Flight Attendant shall be used in computing hours for pay purposes for the month.

3. Longevity Increase
A Flight Attendant with twenty-five (25) or more years of service shall have fifty (50) cents per hour added to her/his regular hourly rate of pay.

SECTION 3: COMPENSATION

B. Monthly Guarantees

1. Minimum Monthly Guarantee

   a. When a Flight Attendant is not available for flight duty for a portion of a month because of leave of absence, furlough or time off without pay, her/his minimum monthly guarantee shall be prorated on the ratio that total days available for flight duty bears to total days in that month.

   b. Each Flight Attendant shall be guaranteed seventy-five (75) minimum monthly pay hours.

$$\frac{\text{Total Days Available}}{\text{Total Days in Month}} \times \text{Minimum Monthly Guarantee} = \text{Prorated Minimum Monthly Guarantee}$$

Example:
Flight Attendant on ten (10) days leave without pay in a thirty (30)-day month.

$$\frac{20 \text{ Days}}{30 \text{ Days}} \times 75 \text{ hours} = \text{50 hours Minimum Monthly Guarantee}$$

2. Bid Run Guarantee (Line Value Protection)

   a. A bid run Flight Attendant shall be guaranteed pay and credit for the total projected credited hours of her/his published bid run, except as otherwise provided in B.2.c. and d. below.

   b. When a Flight Attendant is in a non-active status during a part of any month, her/his bid run guarantee will be adjusted as follows:

      The difference between her/his bid run guarantee and a pro rata figure of two point eighty-three (2.83) hours multiplied by the number of days of inactive service will be her/his pay hours for the month.

      Example:

Bid run guarantee	85.50
Less 10 Days Inactive (2.83 x 10)	-28.30
Adjusted Bid run guarantee	57.20

   c. A bid run Flight Attendant whose line value has been adjusted shall receive no less than the prorated minimum monthly guarantee as provided in Paragraph B.1.b. above.

SECTION 3: COMPENSATION

d. A bid run Flight Attendant's line value shall not be adjusted except as expressly provided in this Agreement.

C. **Premium Pay Positions**

1.

a. In addition to the compensation provided in Paragraph A. above, a Flight Attendant shall receive the following hourly rates of pay for each credited flight hour where she/he is designated as the First Flight Attendant:

	Domestic	International	Inter-Island
DC-9/B-717	n/a	n/a	$2.50
A320/737 A/C Family	$5.00	$5.00	$3.00
A330	$5.00	$5.00	$5.00
787-9	$6.25	$6.25	$6.25
787-9 ER	$7.25	$7.25	$7.25
787-9 For trips scheduled over 14 hours on duty	$7.25	$7.25	$7.25

b. For purposes of paragraph C.1.a. above, “domestic” shall mean any flying within the forty-eight (48) contiguous United States of America.

2.

a. In addition to the compensation provided in Paragraph A. above, when performing in the following positions, a Flight Attendant shall receive the following hourly rates of pay for each credited flight hour:

SECTION 3: COMPENSATION

Position	Premium
Wide Body A330 Coach Lead	$1.50
Wide Body A330 Galley	$1.50
Wide Body A330 ER Galley	$2.00
Wide Body 787-9 Coach Lead	$2.50
Wide Body 787-9 Galley	$2.50
A320/B737 Family A/C International Coach Lead	$1.50
A320/B737 Family A/C International Galley	$1.50
LQ Lead in Business Class	$4.00
LQ Lead in Main Cabin	$3.00
LQ Lead, not holding LQ position	$3.00
Service LQ (during transition)	$2.00
Service LQ (not holding LQ position)	$1.00
Samoan/French LQ	$3.00
Hawaiian LQ in First/Business Class	$4.00
Hawaiian LQ in Main Cabin	$3.00

b. For the purpose of applying the above premiums, the fifth (5th) flight attendant on a 767-300 shall receive the galley premium.

c. The current wide-body galley premium shall apply to A330 and A350 aircraft.

d. Flight Attendants working wide-body galley positions on ER Groupings shall receive a pay premium of two dollars ($2) per hour, or fraction thereof.

e. Should the First/Business Class galley duties be separated from the duties of the First Flight Attendant position, the flight attendant working the First/Business Class Galley shall receive the applicable premium (Wide Body or Wide Body ER) specified above.

f. First Flight Attendants (FFA) filling a galley position shall receive the FFA premium only.

SECTION 3: COMPENSATION

3. Language Qualified (Interisland)
   In addition to the compensation provided in Paragraph A. above, when performing as a Language Qualified Flight Attendant in the Inter-Island operation, a Flight Attendant shall be paid $1.00 for each segment scheduled or assigned as a Language Qualified Flight Attendant.

4. 'Ōlelo Hawai'i (Hawaiian Language) Language Qualified
   In addition to all other compensation, Hawaiian Language qualified Flight Attendants working an 'Ōlelo Hawai'i flight position shall receive language pay as specified in Paragraph 2.a., above.

D. **Equipment Substitution**
When there is an equipment substitution, Flight Attendants will be paid the greater equipment differential, if any. The assignment of the flight will be offered in order of seniority and assigned in inverse seniority order. All bid run Flight Attendants not assigned in such cases may only be reassigned under the provisions of Paragraph J. Section 7.

E. **Special Non-Flying Assignments**

1. A Flight Attendant who accepts special non-flying assignments at her/his domicile on a scheduled day of work will be paid and credited for whatever she/he would have normally earned that day, or seven dollars and fifty cents ($7.50) an hour for the time on-duty, whichever is greater.

   a. If the assignment at her/his domicile falls on a day off, she/he will receive seven dollars and fifty cents ($7.50) an hour from the time she/he reports for her/his assignment until she/he is released.

   b. In the event the assignment is away from her/his domicile she/he will receive seven dollars and fifty cents ($7.50) an hour from the time she/he reports to her/his assigned location until she/he is released, plus two (2) additional hours for time spent enroute on non-work days, in lieu of deadheading credit, or if on a scheduled day of work, what she/he normally could have earned, whichever is greater.

2. Flight Attendants assigned on promotional away from the State of her/his domicile will be given, free from all duties, one (1) day for each four (4) days away (not to exceed five (5) days), following their return to their domicile. In any event, they will be given a minimum of twenty-four (24) hours free from all duty upon their return.

3. If, after notification of an out-of-state special assignment, a Flight Attendant does not have a day off prior to departure, she/he will be relieved of all duty the day before such departure and will be credited and paid for what she/he normally would have earned that day.

SECTION 3: COMPENSATION

4. Flight Attendants will be paid and credited for what they normally would have earned for the days free of duty prescribed in Paragraphs 2 and 3 above.

5. Flight Attendants on promotional trips will be reimbursed for all reasonable and necessary expenses over and above the compensation noted in Paragraphs 1, 2, 3 and 4 above, or at a mutually agreeable per diem rate.

F. **Understaffing Pay – International**

Each Flight Attendant working any segment with less than the applicable standard or augmented crew specified in Paragraph C.2. of Section 7 shall be paid, not credited, ten dollars ($10) per hour for each flight hour or fraction thereof rounded up in half-hour increments, for each missing Flight Attendant in addition to all other compensation. <u>On the 787-9, the understaffing pay shall be $10.50 per hour for each flight hour or fraction thereof rounded up in half-hour increments, for each missing Flight Attendant in addition to all other compensation.</u>

G. **Ground Holding Pay**

1. Flight Attendants will be required to remain on duty with passengers on the aircraft at originating, intermediate, and terminating stations until relieved from duty.

2. Interisland

   a. On originating flights, after boarding begins, when the ground time is forty (40) minutes or more, each Flight Attendant shall receive eight dollars ($8.00) per hour or fraction thereof rounded up in half-hour increments, for all time spent with passengers, paid retroactively to the first minute.

   b. On through flights, after block-in, when the ground time is forty-five (45) minutes or more, each Flight Attendant shall receive eight dollars ($8.00) per hour or fraction thereof rounded up in half-hour increments, for all time spent with passengers, paid retroactively to the first minute. If passengers are removed on a through flight, then for ground holding purposes, the originating flight parameters will apply.

   c. At the end of the duty period, ground holding pay of eight dollars ($8.00) per hour or fraction thereof rounded up in half-hour increments will begin if Flight Attendants are still on board with passengers after the scheduled checkout time (block-in plus fifteen (15) minutes).

3. International

   a. On originating flights, after boarding begins, when the ground time is ninety (90) minutes or more, each Flight Attendant shall receive eight dollars ($8.00) per hour or fraction thereof rounded up in half-hour increments, for all time spent with passengers, paid retroactively to the first minute.

SECTION 3: COMPENSATION

b. On through flights, after block-in, when the ground time is ninety (90) minutes or more, each Flight Attendant shall receive eight dollars ($8.00) per hour or fraction thereof rounded up in half-hour increments, for all time spent with passengers, paid retroactively to the first minute. If passengers are removed on a through flight, then for ground holding purposes, the originating flight parameters will apply.

c. At the end of the duty period, ground holding pay of eight dollars ($8.00) per hour or fraction thereof rounded up in half-hour increments will begin if Flight Attendants are still on board with passengers after the scheduled checkout time (block-in plus fifteen (15) minutes or block-in plus thirty (30) minutes if customs clearance is required).

4. Ground Holding Pay Examples

a. Example One (Originating Flights):

Interisland - Originating flight/originating crew – Boarding begins at 0700. Flight departs at 0740. A forty (40) minute holding claim is applicable. Ground holding pay for each Flight Attendant would be $8.00.

International - Originating flight/originating crew - Boarding begins at 0700. Flight departs at 0830. A ninety (90) minute holding claim is applicable. Ground holding pay for each Flight Attendant would be $12.00.

b. Example Two (Through Flights):

Interisland - Flight blocks in at 1200. Flight Attendants still on board with passengers at 1305. A one hour and five minute (1:05) holding claim is applicable. Ground holding pay for each Flight Attendant would be $12.00.

International - Flight blocks in at 1200. Flight Attendants still on board with passengers at 1335. A one hour and thirty-five minute (1:35) holding claim is applicable. Ground holding pay for each Flight Attendant would be $16.00.

NOTE: If passengers are removed on a through flight, then for ground holding purposes, the parameters for originating flights will apply.

c. Example Three (End of Duty Period):

Interisland - Flight blocks in at 1700. If Flight Attendants are still on board with passengers at 1716, ground holding pay begins.

International - Flight blocks in at 1700 and Flight Attendants are not required to

clear customs. If Flight Attendants are still on board with passengers at 1716, ground holding pay begins.

International - Flight blocks in at 1700 and Flight Attendants are required to clear customs. If Flight Attendants are still on board with passengers at 1731, ground holding pay begins.

H. **Inter-Island Pay Protection**

When a Flight Attendant is scheduled for or assigned to a trip or a series of trips and she/he is unable to complete her/his scheduled hours of trips due to cancellation, substitution of equipment, rerouting or delay, she/he will receive pay and credit, including pay as described in Paragraph C. of this Section, and in no event will a Flight Attendant receive less than what she/he normally would have earned on that given day. A bid run Flight Attendant will not be re-routed if the re-routing adds more than thirty (30) minutes to her/his scheduled on-duty period.

I. **Removal from Trips with Pay Protection**

In the event a Flight Attendant does not return to her/his domicile in time to originate or is illegal to originate her/his next sequence of trips for the following day, she/he shall receive no less than scheduled or actual flight time pay and credit, whichever is greater, plus segment credits, including pay as described in Paragraphs A. and C. of this Section, for all trips missed.

J. **Segment, Duty and Trip Rig Credit**

1. Interisland

   a. Segment Credit - In addition to receiving pay and credit for the greater of scheduled (published) or actual block time, a Flight Attendant shall also receive pay and credit of six (6) minutes for each segment scheduled or flown (whichever produces the most segments).

   b. Duty Credit - When a Flight Attendant reports for duty, she/he shall receive flight pay and credit for no less than sixty percent (60%) for all time spent on duty that day in the type of equipment she/he was scheduled to fly or actually flew, whichever is greater.

2. International - Trip Rig Credit

   a. A Flight Attendant shall be paid and credited for the scheduled, published, or actual trip hours whichever is greater, at the rate of one (1) hour of pay and credit for each four (4) trip hours.

SECTION 3: COMPENSATION

b. If the trip rig credited hours for a grouping is greater than the flight time pay and credit, the difference shall be added to the total flight time pay and credit to determine a Flight Attendant's total pay and credit for her/his published schedule. Trip rig hours shall be credited on the last day of a Flight Attendant's published or actual trip grouping.

3. International Average Minimum Daily Guarantee
A Flight Attendant shall be paid and credited no less than four hours and ten minutes (4:10) multiplied by the number of calendar days, scheduled or actual, whichever is greater, encompassed by the grouping being flown.

K. **Flight Attendant Removed from Bid at Company Request**
In the event Flight Attendants are removed from their regular bid run at Company request, they shall be paid and credited with what they normally would have earned had they remained on their regular bid run. Furthermore, Flight Attendants removed from such bid run at Company request shall not be assigned to another flight in its place except as provided in Paragraph D. of this Section.

L. **Holiday Pay**
In addition to all other compensation earned while on duty on January 1st (New Year's Day), Thanksgiving Day or on December 25th (Christmas Day), a Flight Attendant shall be paid an additional amount equal to the applicable hourly rate multiplied by all hours credited on such holiday. Any Flight Attendant who reports for duty on a holiday or who is away from base with no flying on a holiday shall receive a minimum of three (3) hours pay/no credit for such duty on the holiday.

M. **Delay in Return to Domicile (DIRTD) Pay – International**

1. Pay and credit for schedule changes of a bid or reserve Flight Attendant shall be for the actual time flown or the time originally scheduled or rescheduled to be flown, on a segment basis, or trip rig credit, whichever is greater. If, for any reason, a Flight Attendant is delayed in returning to her/his domicile and the time of her/his actual release from all duty at her/his domicile is more than twelve (12) hours later than her/his originally scheduled release from all duty at her/his domicile, the Flight Attendant will be paid and credited as provided herein, and in addition, she/he shall be paid the greater of the following:

   a. Fifty percent (50%) of her/his hourly rate for the greater of all time actually flown or scheduled to be flown for each actual or scheduled segment beginning with the first re-scheduled segment.

   b. One (1) hour of pay at the Flight Attendant's hourly rate for each six (6) hours the Flight Attendant has remained away from her/his domicile beyond her/his originally scheduled return to her/his domicile.

SECTION 3: COMPENSATION

(1) In the event a Flight Attendant returns to her/his domicile on one of her originally published trips, DIRTD pay will stop at the time the Flight Attendant reports for duty for that trip.

(2) Example:

Published Schedule:			HST
Monday	HNL-LAX-HNL (Flt. 10 – Flt. 09)	On-duty: Off-duty:	0800 2100
Tuesday	Day Off		
Wednesday	HNL-LAX-HNL (Flt. 10 – Flt. 09)	On-duty: Off-duty:	0800 2100

Actual Schedule:			HST
Monday	HNL-LAX (Flt. 10 MCD)	On-duty: Off-duty:	0800 2100
Tuesday	RON LAX		
Wednesday	LAX-HNL (Flt. 09)	On-duty: Off-duty:	1500 2100

DIRTD Calculation:			HST
Monday	Published Schedule	Off-duty:	2100
Wednesday	Put back on original Published Schedule	On-duty:	1500
		TOTAL:	42:00 hrs

Total DIRTD Pay (42:00 hrs @ 1:6) 7:00 hrs

2. Minimum Days Off (DIRTD)
When a Flight Attendant is delayed in returning to her/his domicile for any reason and ends her/his duty period at her/his domicile on one of her/his minimum day(s) off, the day(s) off shall be returned with pay and credit for the published trip from which she/he is removed. The Flight Attendant shall give the Crew Scheduler three (3) choices and the Crew Scheduler shall grant one (1) of the choices.

N. **Paychecks**

1. "Pay Day" shall be the seventh (7th) and twenty-second (22nd) day (excluding Saturdays, Sundays, and legal holidays observed by the Company's Accounting Division)

of each month and the paychecks shall be available no later than 10:00 a.m. on the aforementioned dates.

a. The paycheck on the seventh (7th) of the month will contain the reconciliation for the previous month's activity.

b. The "advance" will be 37.5 hours on each pay period.

2. "Direct Deposit" - The Company shall have its bank arrange to directly deposit the paycheck of any Flight Attendant to the bank of her/his choice. Such deposit shall be sent to the Flight Attendant's account within twenty-four (24) hours of the last payroll working day prior to the seventh (7th) and twenty-second (22nd) of each month. The Company has no control over when the Flight Attendant's bank actually credits her/his account with such deposit.

3. Only One Paycheck in a Month - When a Flight Attendant receives only one paycheck in a month (e.g. Low-time, etc.), the full monthly Union dues will be deducted from that check.

O. **Bid Flight Attendant Not Printed**

In the event a reserve Flight Attendant has been scheduled for any or all trips on a bid run for which the bid run Flight Attendant is legally available, the bid run Flight Attendant shall not be required to work the trip(s) involved unless the reserve Flight Attendant is unable to report for the flight, nor shall the bid run Flight Attendant be assigned to any other duties. Furthermore, the bid run Flight Attendant shall be paid and credited with what she/he normally would have earned.

P. **Flight Attendant Replaced Through No Fault of Her/His Own**

A Flight Attendant who has been scheduled and is available for a trip or trips or duty period and who has been replaced, through no fault of her/his own, shall be paid and credited for what she/he normally would have earned or what she/he actually flew, whichever is greater.

Q. **Flight Time on a Segment Basis**

For flight time, the actual time (block-to-block) as defined in Section 2.S, or the scheduled time, whichever is greater, on a segment basis shall be used.

R. **Pay and Credit**

1. Interisland

a. In determining the pay and credit hours of a bid Flight Attendant for the day, including those working an Airport Reserve grouping, the greater of the following shall be used:

SECTION 3: COMPENSATION

(1) Scheduled (published) block-to-block, plus segment credit, on a segment basis; or

(2) Actual block-to-block, plus segment credit, on a segment basis; or

(3) Scheduled (published) on-duty time; or

(4) Actual on-duty time; or

(5) Minimum daily guarantee of four hours and ten minutes (4:10); or

b. Bid Flight Attendants shall be guaranteed pay and credit as provided in Paragraph a. (1)-(5), above, plus additional time and/or pay claims as provided in Paragraph R.3. of this Section.

c. A reserve Flight Attendant who is assigned to work a published grouping in the interisland operation shall be paid and credited in accordance with Subsection R.1.a. of this Section.

d. A reserve Flight Attendant who is assigned to work only a portion(s) of a published grouping in the interisland operation shall be paid and credited the greater of the following:

(1) Scheduled (published) block-to-block, plus segment credit, on a segment basis; or

(2) Actual block-to-block, plus segment credit, on a segment basis; or

(3) Scheduled (published) on-duty time for the portion of the published grouping; or

(4) Actual on-duty time for the portion of the published grouping; or

(5) Two (2) hours.

2. International

a. During each on-duty period, Flight Attendants shall be paid and credited for the actual time flown or the time scheduled to be flown, whichever is greater, including First Flight Attendant Compensation, on a segment basis. The foregoing shall apply to a Flight Attendant's published schedule.

b. When a Flight Attendant reports for flight duty at the airport, she/he shall receive the greater of (1) or (2) below, but in no case shall her/his pay and credit be less than two (2) hours.

SECTION 3: COMPENSATION

(1) A minimum flight time pay and credit she/he was scheduled to fly or actually flew in that duty period, whichever is greater, or

(2) Trip rig - The scheduled (published) or actual trip hours, whichever is greater, at the rate of one (1) hour of pay and credit for each four (4) trip hours.

c.

(1) Pay and credit for trips published but not flown, as provided for by other Sections of this Agreement, shall be included to determine a Flight Attendant's total pay and credit for the entire on-duty period.

** Example: Total time away from domicile thirty-six (36) hours

	(A) Block Time or Flown Schedule	(B) Trip Rig 1:4
Trip I	1:01	
Trip II (not flown)*	1:08	
Trip III	2:02	
	4:11	
Pay and Credit Calculation:		9:00
Block Time	4:11	
Total Pay and Credit	9:00	

*Trip canceled or equipment substituted.
**Example does not apply to Section 3.S. where time is made up.

(2) As an exception to 3.R.2.c.(1)., if a Flight Attendant misses the outbound segment of the hub turn due to operational reasons (inbound flight late, inbound flight canceled) she/he will receive pay and credit for the outbound segment(s), and has the option to make up the remaining balance of the grouping (return segment(s)). This applies only to a Flight Attendant who scheduled her/himself for the hub turn. Such Flight Attendant who has indicated her/his desire to make up the missed segment(s) will be given the same priority as Vacation Make-up.

d.

(1) A Reserve Flight Attendant who reports to the airport for Airport Reserve but does not fly shall receive four (4) hours pay and credit.

(2) An Airport Reserve who is assigned a grouping/trip shall receive the following:

SECTION 3: COMPENSATION

(a) Pay and credit of one (1) flight hour for each two (2) hours on airport reserve duty, plus

(b) (b) The scheduled or actual pay and credit for the assigned grouping/trip, whichever is greater.

(c) If the total of (a) and (b) above is less than four (4) hours, the Airport Reserve shall receive four (4) hours pay and credit.

3. Additional Pay Claims
In addition to the bid guarantee (Inter-Island)/pay and credit (International) specified above, additional pay claims will be paid to bid run Flight Attendants for the following:

a. Duty Extension -- A bid run Flight Attendant shall be paid and credited for each minute of duty time extended on either end or both ends of her/his original bid duty period which is printed on the Daily Flight Schedule.

Example: 5:00 hours bid guarantee
:15 minute duty extension
5:15 pay and credit

Such duty extension shall not apply to bid Flight Attendants requesting make-up time.

b. Added Segments -- If a bid run Flight Attendant is scheduled for more than the original number of segments shown on her/his original bid grouping she/he shall receive twenty (20) minutes of pay (no additional credit) for each additional segment flown above the number specified on her/his original bid grouping. If the original bid grouping included a scheduled layover of one (1) hour or more, the twenty (20) minutes of pay will be increased to thirty (30) minutes of pay for each additional segment flown. This additional pay will not apply to rescheduling due to weather or mechanical.

Examples:

(1) Original Bid - Eight (8) landings without one (1) hour layover
Rescheduled Bid - Nine (9) landings

One (1) Claim (if nine (9) landings flown) – twenty (20) minutes pay but no additional credit

(2) Original Bid - Eight (8) landings with one (1) hour layover
Rescheduled Bid - Nine (9) landings without one (1) hour layover

One (1) Claim (if nine (9) landings flown and no additional layover) – thirty (30) minutes pay but no additional credit)

SECTION 3: COMPENSATION

4. In the absence of electronic access, the Company shall post in the Flight Attendants' lounges the Flight Attendants' total time for pay purposes for each on-duty period. Such posting shall reflect all pay and credit time and shall be a duplicate of the pay and credit time figures used by Crew Scheduling. Further, the posting shall be made within five (5) days following the respective on-duty periods. The following types of pay and credit shall be included in the daily posting of pay and credit.

    a. Pay time and credit from the Captain's flight report.

    b. Pay time and credit for on-duty time or credited block time, whichever is greater.

    c. Pay time and credit for all paid absences from active line flying.

    d. Pay and credit for minimum report time.

    e. Pay and credit for trip rig.

    f. Pay and credit for all segment credits.

5. In the absence of electronic access, the Company shall post on its bulletin board, on or before the fifteenth (15th) of the following month, the actual number of credited hours earned by each Flight Attendant during the past month.

S. **Canceled Flights – International**

A bid run Flight Attendant's scheduled flight(s) may be canceled for any reason and such Flight Attendant may be required to make up the canceled time within that month. Make-up of lost time may be scheduled only during the same time period of the canceled trip and shall be offered in seniority order and assigned in inverse seniority order; however, in no event may the workdays exceed the maximum permitted in this Agreement. If make-up is scheduled for the same day as the day on which the canceled flight(s) was scheduled, such make-up assignment must be made in accordance with the provisions of Section 7.J.2.a. of this Agreement. Pay and credit for such schedule change(s) shall be for actual time flown or the time scheduled to be flown, or trip rig credit, whichever is greater, in addition to all other compensation to which she may be entitled. The Flight Attendant has the option to make-up canceled trips in either International or Interisland flying.

T. **Published Schedule**

The monthly schedule of a bid run Flight Attendant shall be considered published on the date awarded under Section 10; the schedule of a reserve Flight Attendant shall be considered published at the time the Daily Flight Schedule is printed (this time shall be stated on the Daily Flight Schedule) but no later than 1600 (HST-Inter-Island/PST/PDT-International) of the day preceding the day in which the schedule is to be flown or when assigned to fly after the Printed Daily Flight Schedule has been published.

U. **International**

A Flight Attendant utilized as an “augmented crew” will be paid at her/his rate of pay and will be paid and credited one hundred percent (100%) of all flight time.

SECTION 3: COMPENSATION

V. **Flight Attendant Asked to Perform Duties by Company Prior/After Duty Period**
A Flight Attendant who is asked by the Company to perform duties prior to her/his scheduled report time or who is asked by the Company to perform such duties immediately following her/his scheduled debriefing time, shall be paid and credited at a rate of fifty percent (50%) of her/his rate of pay for all such time spent performing such duties. Such pay will be in addition to her flight pay and/or guarantee.

W. **Accrual of Seniority for Pay Purposes for Part-Time Flight Attendants (Longevity)**
Part-time Inter-Island Flight Attendants shall retain and accrue seniority for pay purposes at the rate of one (1) month for each sixty-eight (68) credited hours. In computing such seniority, all time flown as part-time or full-time Flight Attendant shall be included.

X. **Compensation of Part-Time Inter-Island Flight Attendants**

1. A part-time Inter-Island Flight Attendant shall receive pay at the hourly rate of her/his longevity pay bracket as set forth in Paragraph A. of this Section.

2. A full-time Flight Attendant on furlough shall be eligible for work as a part-time Inter-Island Flight Attendant in accordance with provisions of Subparagraph S.1. of Section 7. of this Agreement, in which event she/he shall receive pay at the hourly rate to which her/his longevity entitles her/him.

Y. **Interisland Premium**
In addition to all other compensation, each Flight Attendant working in the Interisland operation will be paid a premium of fifty (50) cents per hour, or fraction thereof, for all time on duty, including all T.A.F.B.

SECTION 4: EXPENSES

A. Hourly Expense Allowance

1. Flight Attendants will be paid an allowance at the rate as stipulated below for meals and tips. Such allowance is to commence at the time a Flight Attendant is required to report for duty at her/his permanent domicile or at the time she/he actually reports, whichever is later, and shall continue until fifteen (15) minutes, (thirty (30) minutes on International flights when clearing customs) after block arrival of her/his last flight or until she/he is released from duty at her/his permanent domicile, whichever is later. A Flight Attendant shall not receive expense allowance for days of vacation.

Interisland	International
$2.00	$2.50

2. A Flight Attendant shall receive expenses as stipulated in Paragraph A.1 for a minimum of eight (8) hours for each day of training.

3. The Company shall provide an hourly expense allowance on foreign trips pursuant to provisions of this paragraph. (The hourly expense allowance is intended to cover the cost of meals, laundry, tips and other incidentals). The cost of suitable lodging and transportation (between the airport and hotel for duty purposes) shall be borne by the Company. When a Flight Attendant's "block in" to "block out" time at a foreign destination is four (4) or more hours, such Flight Attendant's hourly expense allowance shall be paid as follows:

   a. For the period beginning at "block in" at the foreign destination and ending at "block out" at such foreign destination the Flight Attendant shall be paid the greater of the hourly expense allowance rate specified in Paragraph A.1., above, or an hourly expense allowance at a rate equivalent to seventy percent (70%) of the U.S. State Department's "Maximum Travel Per Diem Allowances for Foreign Areas" published for that foreign destination and in effect at the time of such layover, and;

   b. For the duty period prior to "block in" at the foreign destination and the duty period after "block out" from such foreign destination at the rate specified in Paragraph A.1., above.

4. A Flight Attendant departing her/his permanent domicile may request and receive an advance of her/his expense allowance if she/he is scheduled to depart on a trip of seven (7) or more days.

5. Should the IAM or ALPA negotiate an increase in per diem rates, that increase will be matched cent for cent from current book values.

SECTION 4: EXPENSES

B. **Flight Attendant on Company Temporary/Special Duty**
All Flight Attendants ordered by the Company to duty involving circumstances of a temporary or special nature shall be paid all actual expenses incurred thereby.

C. **Transportation/Hotel Accommodations**

1. The Company shall provide transportation and suitable hotel accommodations in a suitable location for Flight Attendants who are scheduled to layover at a location for four (4) hours or more while on flying or training duty away from their permanent domicile. As used in this subparagraph, "suitable...hotel accommodations" shall include, but not be limited to, availability of restaurant facilities on a twenty-four (24) hour basis at the hotel or within ten (10) minutes walking distance from the hotel. If such restaurant facilities are not available, the First Flight Attendant shall obtain transportation for the crew to and from suitable restaurant facilities, and she/he will be reimbursed for such transportation expense.

2. Flight Attendants shall be lodged in single rooms.

3. All layover rooms shall be at least on the second floor where possible.

4. In the event of unforeseen circumstances two Flight Attendants are required to share a room, each shall be paid one-half the cost of a single room.

5. Under no circumstances shall male and female Flight Attendants be required to share a room.

6. If rooms are not provided by the Company, the Captain or First Flight Attendant shall obtain suitable lodging for the crew and claim reasonable actual lodging expense on her/his expense account form supported by the hotel receipts.

7. Unless otherwise requested by the Association, on layovers of sixteen (16) hours or more, the Company will provide hotels in downtown or downtown-like locations in close proximity to restaurants and shops.

8. When selecting a hotel for crew accommodations, the Company shall make its best efforts to select a hotel that provides free internet access, preferably WI-FI.

D. **Expense Reports**
All expense reports received by the In-Flight Office on Monday will be paid by Friday of the same week.

E. **Transportation**
When a Flight Attendant becomes ill or is injured on the job, she/he should notify the In-Flight Services Department, or the station supervisor in charge who will provide first aid or transportation as required to the nearest emergency facility or to her/his residence,

SECTION 4: EXPENSES

whichever is appropriate. If such emergency makes it necessary that the Flight Attendant leave her/his car at the airport, she/he may take a cab to her/his home or to the terminal and will be reimbursed for such cost by the Company, or she/he may designate a representative to take a cab to the terminal to pick up her/his car and will be reimbursed for such cost by the Company.

F. **Parking**

1. The Company shall make every reasonable effort to provide or arrange free parking for Flight Attendants at their domiciles. Should free parking space not be available, the Company will pay the Flight Attendant upon presentation of a receipt, any excess over five dollars ($5.00) that the employee has to pay monthly. If the employee requests, she/he may pay through payroll deduction.

2. If a Flight Attendant does not claim parking expense at her/his domicile, such Flight Attendant may claim parking expense at one other location and the Company shall reimburse such Flight Attendant the excess over five ($5.00) dollars that such Flight Attendant has to pay monthly to a maximum of what the Company would have paid for such Flight Attendant's parking expense had she/he parked at her/his domicile. The Company may require a receipt

3. Parking for Flight Attendants in the LAX domicile will be in Lot D.

G. **<u>Crew Meals</u>**

In addition to all other compensation, a meal shall be boarded for each Flight Attendant on all flight segments whenever meals are provided for the passengers, or on all flight segments scheduled for over four (4) hours non-stop, or when (International operation only) any portion of the on-duty period exclusive of report and debrief, exceeds six (6) consecutive hours.

H. **<u>Crew Water Bottles</u>**

Each Flight Attendant shall be provided with a bottle of water of at least 750 ml and will be permitted to remove their crew water bottles from the aircraft.

SECTION 4: EXPENSES

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SECTION 5: MOVING

A. **Qualifying for Moving Expenses (Actual or Flat Rate)**
The moving expenses set forth in this Section shall be paid to Flight Attendants who change domiciles as a result of the following:

1. Company Request (e.g., Involuntary Transfer or Assignment), including a Flight Attendant, meeting the requirement(s), who voluntarily transfers out of the domicile in the place of a more junior Flight Attendant.

2. New or Re-Established Domicile(s) (New or re-established domicile(s) shall be considered "new" for a period of 120 days from the date of the first revenue flight from that domicile).

3. Displacement at a Domicile (reference Section 14, Paragraph D.), including a Flight Attendant who voluntarily transfers out of the domicile in the place of a more junior Flight Attendant after the Domicile reduction announcement.

4. Reductions at a Domicile (reference Section 14, Paragraph D.), including a Flight Attendant who voluntarily transfers out of the domicile in the place of a more junior Flight Attendant after the Domicile reduction announcement.

5. Closing of a Domicile (reference Section 14, Paragraph J.).

6. When a Flight Attendant is recalled to a domicile other than the one from which she/he was furloughed.

7. A Flight Attendant who has been assigned and is at a domicile for less than four (4) months and who is then furloughed for a period of 90 days or more at that domicile shall, if she/he so requests, be entitled to moving expenses as outlined in Paragraph B, of this Section, back to the domicile from which she/he was assigned or another location of her/his choice, whichever is less.

8. All moves (excluding mutual transfers as provided in paragraph G. and emergency transfers as provided in paragraph F. of Section 14).

B. **Moving Expenses (Actual or Flat Rate)**
Flight Attendants who are entitled to Company-paid moving expenses shall have the option of receiving Actual expenses as outlined in Paragraph 1. below or receiving a Flat rate as outlined in Paragraph 2. below. Flight Attendants shall not be eligible for more than one (1) Company-paid move in an eighteen (18) months period unless the additional move(s) in said eighteen (18) months period are a result of circumstance(s) set forth in Paragraphs A.1.-7. of this Section.

1. Actual Expenses:

SECTION 5: MOVING

a. Actual moving expenses for household goods and effects up to a maximum of one thousand five hundred (1,500) cubic feet or fifteen thousand (15,000) pounds, if substantiated by properly receipted bills, for shipping, insurance for declared value, drayage, packing and unpacking, indicating the number of cubic feet of household goods or effects being handled. The Company may, at its option, prescribe or control the shipment from the time of packing at the point of departure to the time of unpacking at the point of arrival. If for any reason the Company has not delivered the household goods within thirty (30) days from the time of packing, the Company shall pay thirty dollars ($30.00) per day for each adult and child over twelve (12) years of age and fifteen dollars ($15.00) per day for each child under twelve (12) years of age until the Flight Attendant is notified that her/his household goods are available for pickup. Necessary storage of up to thirty (30) days will be authorized at origin and/or destination.

b. If such Flight Attendant uses her/his personal automobile(s) for her/his and/or her/his family's transportation to the new vacancy, the Company will pay an allowance of twenty cents (20¢) per mile for the shortest American Automobile Association highway mileage between the Flight Attendant's former residence and her/his new residence. In cases where personal automobiles must be transferred by ocean (or air) shipping for all or part of the move, the Company shall pay all reasonable and actual costs of such transfer for up to two (2) automobiles.

c. Moving expenses shall be from domicile to domicile or actual cost of the move, whichever is less.

d. A Flight Attendant may defer her/his moving expense for up to one year and may extend beyond the year with the approval of the Company.

2. Flat Rate:
In lieu of actual moving expenses, a Flight Attendant shall have the option to receive a flat rate in the form of a Hawaiian cash voucher, prior to her/his departure and be permitted to ship personal effects and household goods on a space available basis on Company aircraft.

a. The Flat Rates between the following are:

(1) Moves per A.1.-7., above

Honolulu and the West Coast	$3,500.00
West Coast and the East Coast	$3,500.00
Honolulu and the East Coast	$7,000.00

(2) Moves per A.8., above

Honolulu and the West Coast	$2,500.00

SECTION 5: MOVING

West Coast and the East Coast	$2,500.00
Honolulu and the East Coast	$5,000.00

b. The flat rate for all other moves shall be based on mileage as outlined in the Official Airline Guide, from domicile to domicile at $1.00 per mile.

c. A Flight Attendant who takes the option of the flat rate shall not be entitled to Settling Expenses, as provided for in Paragraph F. of this Section.

d. In order to retain the benefits stated in subparagraph a. above, the following conditions must be met:

(1) A Flight Attendant who has received the flat rate moving allowance but who resigns from the Company before completing sixty (60) days of Active Service in any job classification shall return the money to the Company. Flight Attendants do not have to perform the sixty (60) days of Active Service in a continuous block of time or at their permanent domicile.

(2) Only for purposes of Paragraph B.2.d.(1) above, sick, maternity, disability, and personal leaves of absences do not fulfill the sixty (60) days of Active Service requirement. A Flight Attendant who is on said leave when she/he receives the flat rate allowance and who resigns prior to completing sixty (60) days of Active Service shall return the allowance to the Company. For all other contractual purposes, Flight Attendants who receive pay while on sick, maternity or disability leaves of absence shall be considered to be on Active Service status.

(3) A Flight Attendant may take up to thirty (30) days of her/his primary vacation bid (Section 18.E.1.a.) during the sixty (60) day period, and said vacation days would be considered as days on Active Service status. Pop- up and all other vacation bid days shall not count as Active Service for purposes of fulfilling the sixty (60) day requirement.

(4) All moves related to Paragraphs A.1.-7. of this Section shall be paid moves. If, before completing the sixty (60) day Active Service requirement following a paid move, a Flight Attendant moves a second time as a result of a circumstance(s) set forth in Paragraphs A.1.-7. of this Section, the Flight Attendant shall receive a second moving allowance.

(5) A Flight Attendant on leave of absence shall be entitled to a paid move. If she/he provides the Company with proof (i.e. by affirmation, which is subject to rebuttal by the Company) that she/he is a new resident of State X and that she/he actually moved, she/he is entitled to retain the allowance, even if she/he remains on leave of absence. If, in this situation, the Flight Attendant moves a second time, she/he would be entitled to a second flat rate moving allowance,

subject to fulfillment of the sixty (60) day Active Service requirement upon her/his return to work. However, if a Flight Attendant on leave of absence receives a moving allowance while on leave of absence and does not submit proof of an actual move, she/he would not be entitled to receive payment for a second move while still on leave of absence, unless her/his move was as a result of circumstances set forth in Paragraphs A.1.-7. of this Section, in which case she/he would be subject to fulfillment of the sixty (60) day Active Service requirement upon her/his return to work.

(6) Notwithstanding the provisions of this subparagraph, the Company shall consider bona fide mitigating circumstances (e.g. occupational injuries, critical or terminal illnesses, or other circumstances beyond the employee's control) and if upon full review and a reasonable finding that a bona fide mitigating circumstance exists, the Company shall not require the Flight Attendant to return the flat rate allowance if she/he fails to fulfill the sixty (60) day Active Service requirement.

C. **Paid Bid Move**

Flight Attendants on the System Seniority List as of March 1, 1985 are entitled to one paid Bid move, in addition to the entitlements as provided in Paragraph A. above.

D. **Shipping of Household Goods**

When a Flight Attendant is not entitled to Company-paid moving expenses (Actual or Flat Rate), she/he shall be permitted to ship household goods and personal effects on a space available basis on Company aircraft.

E. **Travel Provisions and Allowances**

1. All transferring Flight Attendants shall be provided with positive transportation to the location of their new award or assignment by use of full fare, reduced fare positive or reduced fare space available tickets depending upon the pre-booked load factors on the specific flights to be flown to the site of such award or assignment. No space available ticket will be issued when the pre-booked load factor is more than 90%. If unforeseen circumstances make use of a space available ticket unlikely, the Flight Attendant may upgrade her ticket to positive space and be reimbursed therefore.

2. The Company shall, in addition to transportation provided in Subparagraph 1. above, bear the cost of all reasonable actual expenses of each Flight Attendant transferring from one domicile to another domicile, for hotel and meals to the extent such enroute expenses are supported by receipts.

3. Each member of a transferring Flight Attendant's immediate family (eligible dependents of the Flight Attendant who reside with her/him) shall be provided with space available air transportation to the location of the domicile.

SECTION 5: MOVING

a. When a Flight Attendant is transferring as the result of an assignment to a domicile, the Company shall pay all reasonable actual expenses, supported by receipts, for meals and lodging while enroute for each member of the Flight Attendant's immediate family.

4. Travel Time:

a. Flight Attendants transferring to a domicile shall be allowed adequate travel time.

b. Flight Attendants shall be permitted to drive their personal automobile(s) to their new domicile and shall be allowed one (1) day of travel time for each three hundred seventy-five (375) statute miles or any fraction thereof which exceeds twenty-five (25) statute miles for the most direct AAA mileage between the Flight Attendant's former residence and her/his new residence. Such travel days shall be determined by mutual agreement between the Flight Attendant and the Company.

F. **Settling Expense**

1. The reasonable actual expenses, supported by receipts, of each Flight Attendant for meals and temporary lodging for a period of up to ten (10) days at her/his new domicile, when she/he is transferring because of an award to a permanent domicile, shall be borne by the Company.

2. When a Flight Attendant is transferring as a result of an assignment to a permanent domicile, the Company shall pay all reasonable actual expenses, supported by receipts, of the Flight Attendant and all members of her/his immediate family for meals and temporary lodging for a period of up to fourteen (14) days at her/his new domicile.

3. A transferring Flight Attendant, whether awarded or assigned to a permanent domicile, shall be reimbursed for local transportation from her/his temporary lodging to airport until such time as her/his personal automobile arrives at her/his new domicile.

4. When a Flight Attendant has been awarded or assigned a new domicile and is required by the Company to report to her/his new domicile prior to her/his receiving relocation and travel time to accomplish her/his move, the Company shall pay the Flight Attendant continuous hourly expense allowance as provided for in Section 4 from the time she/he departs her/his former domicile, plus lodging expense, and transportation expenses until such time as she/he is permitted to move and actually receives relocation and travel time to accomplish her/his move.

5. A Flight Attendant who transfers other than as provided in paragraphs A. and C. of this Section shall not be eligible for settling expenses.

SECTION 5: MOVING

G. Relocation Time

1. All Flight Attendants transferring to a domicile shall be relieved from all duty with the Company for a period of five (5) days to permit her/him to make final arrangements for closing her/his affairs at her/his old base and to settle at her/his new base. Such five (5) day relocation periods shall be designated through mutual agreement between the Flight Attendant and the Company, and shall be exclusive of any travel time allowances due the Flight Attendant as provided for in Paragraph E.4. above.

2. In the event a Flight Attendant loses a trip(s) during the five (5) day relocation period or travel time, such Flight Attendant shall be paid and credited as though she/he had actually flown such flights. In no event, however, will such Flight Attendant be paid and credited with less than two and eighty three one hundredths (2.83) hours on any such days free of duty.

3. The five (5) day relocation period and travel time allowance will usually include some of a Flight Attendant's originally scheduled days off, and such days off will not be replaced. Similarly, relocation and travel days shall not be used to replace scheduled days off falling outside such period.

H. New Hires

All Flight Attendants who are assigned to an initial domicile other than their established residence will be provided with the following:

1. Free Company provided transportation from their residence to their initial permanent domicile assignment. The employee's eligible family members (spouse and dependents) shall be provided with on-line transportation, or applicable interline transportation at employee's expense.

2. Space available shipment of household goods and personal effects on Company aircraft.

3. Flight Attendants will receive a settling expense of three hundred fifty dollars ($350.00) paid by Hawaiian cash voucher, prior to leaving for their domicile assignment.

4. Five (5) days off to relocate prior to their first flight assignment at their new domicile (these five (5) days off are exclusive of travel time).

SECTION 6: UNIFORMS

A. **Wearing of Uniform**
While on duty, Flight Attendants shall wear their uniforms in the style and manner prescribed by the Company.

B. **Basic Flight Attendant Uniform**
The basic Flight Attendant uniform shall contain the following items or their equivalent:

1. Female Basic Issues
(1) Jacket (Blazer)
(4) Ensembles [Dress Set or Blouse plus /Pants/Skirt/Skort (for Interisland only)]
(1) Belt
(1) Tote Bag
(1) Lunch Tote/Cooler
(1) 22" Rollaboard Suitcase
(1) Jacket (Blazer) or Sweater (upon request)
(1) All Weather Coat

2. Male Basic Issues
(2) Car Coat (or 1 plus 1 sweater)
(4) Hawaiian Print Shirt, short sleeve (long-sleeve option, if offered)
(4) Pants
(1) Belt
(1) Tote Bag
(1) Lunch Tote/Cooler
(1) 22" Rollaboard Suitcase
(1) All Weather Coat

Total of 2 of the following (any combination):
Jacket (Blazer)
Sweater

C. **Uniform Point Allowance Program**

1. Replacement of required uniform items and Company-approved optional items will be accomplished through the use of the Uniform Point Allowance Program (UPAP).

2. On January 1st of each year, eligible Flight Attendants shall be credited with six hundred and fifty (650) points to be used for purchase of replacement uniform items and Company-approved optional items. One (1) point is equal to one (1) dollar. Uniform points may not be carried over from year to year.

3. Replacement uniform items will be paid by the Company up to the annual uniform point allotment described in Paragraph C.2 of this Section.

SECTION 6: UNIFORMS

4. If the cost of replacement and Company-approved optional items exceeds the annual UPAP limit, the additional cost shall be the responsibility of the individual Flight Attendant. If the cost of a Flight Attendant's order exceeds the value of UPAP points the Flight Attendant currently has available, the Flight Attendant shall be able to pay the difference between the order total and the UPAP point balance, for that order.

5.

   a. A Flight Attendant must have one (1) year of cumulative active service with the Company to participate in the program. A Flight Attendant with less than one (1) year of cumulative active service as of January 1st, will be credited with a prorated point allowance if a Flight Attendant has been in active service for a minimum of three (3) months during that calendar year.

   b. Flight Attendants returning from certain leaves of absence (to include maternity, and OCC; but not to include leaves granted per Section 17.N, unless such leave under Section 17.N immediately followed a covered leave) shall be credited with a prorated point allowance for the remainder of the calendar year of their return provided they were not granted points for that year under Paragraph C.2 of this Section. If such prorated point allowance is insufficient to cover the purchase of necessary replacement uniform pieces, the Company shall, upon request of the returning Flight Attendant, advance to the Flight Attendant the following year's Paragraph C.2 point allowance in addition to the prorated amount.

6. If the value of the uniform items on which points are determined either increases or decreases, the Company and Union will meet to determine whether and by how much the UPAP should be adjusted.

7. If it is determined by In-Flight Services that a uniform needs replacement due to "wear and tear," the Flight Attendant will be required to order the item(s) needing replacement. If such item(s), including bags, is under warranty, it shall be replaced or repaired with no points deducted from the Flight Attendant's point allotment.

8. The Company will provide gloves through the vendor on an as needed or request basis. They will be issued at no cost to the Flight Attendant and will not be debited against a Flight Attendant's annual point allowance.

9. Luggage and All Weather Coats

   a. Rollaboards can be ordered once every twelve (12) months using points.

   b. Totes can be ordered once every twenty-four (24) months using points.

   c. All-Weather Coats can be ordered once every twenty-four (24) months using points.

SECTION 6: UNIFORMS

D. **Alterations**

1. The Company will continue to pay all uniform alteration costs.

2. The Flight Attendant shall not make more than one (1) trip at her/his own expense to the Company assigned tailor for alteration purposes.

3. In the event of any subsequent trips for alteration purposes, the Flight Attendant shall receive a mileage allowance of eighteen cents (18¢) per mile (round trip from her/his domicile).

E. **Payroll Deductions**

The Company will finance the purchase of uniforms or optional items if the purchase has been authorized by the Company.

1. Replacement and optional uniform items
   The replacement of all items that exceed the annual UPAP shall be the responsibility of each Flight Attendant. These items shall be paid for on a cash basis or by credit card if the vendor accepts credit cards. If the vendor does not accept credit cards, the use of payroll deduction shall be authorized by the Company and will be limited to purchases of fifty dollars ($50.00) or more. Payroll deduction on replacement and/or optional items will be a minimum deduction of eight (8) equal payments not to exceed four (4) months. The payroll deduction option will be provided to any Flight Attendant who does not have a credit card.

2. Initial basic uniform (newly employed Flight Attendants)
   Newly employed Flight Attendants may payroll deduct for the entire cost of the basic uniform outlined in Paragraph B.1. above at a minimum of ten ($10) dollars a month during probation and fifteen ($15) dollars per pay period after probation.

F. **<u>New Hire Initial Uniform</u>**

A newly employed Flight Attendant will be required to purchase the initial uniform outlined in Paragraph B.1. above.

G. **<u>Dry Cleaning</u>**

The Company shall pay for all dry cleaning costs, if uniforms must be dry cleaned. The Company may, with the agreement of the Association, designate specific dry cleaning establishments at which the Company has established a “direct billed” account.

H. **<u>Uniform Repurchase Upon Termination</u>**

Upon termination of employment, the Company shall have the option to repurchase the initial uniform purchased by the Flight Attendant at its depreciated value. All current Company-furnished uniforms and accessories will be returned to the Company.

SECTION 6: UNIFORMS

I. **Maternity Uniform**
The uniform vendor will maintain a supply of maternity uniforms to be loaned as needed. Each pregnant Flight Attendant shall be loaned a minimum of two (2) maternity uniforms on request.

J. **Flight Attendant Uniform Committee**
The recommendations of the Flight Attendants Uniform Committee shall be considered by the Company before making any change in the tailoring, style, color, or material of uniforms.

K. **Wings**
Wings or Company insignia received by Flight Attendants when first employed by the Company shall be retained by the Flight Attendant upon termination from the Company if employed one (1) or more years.

L. **Association (AFA-CWA) Emblem/Pin**
Flight Attendants will be allowed to wear the present Association emblem or pin on their uniforms while on duty.

M. **Old Uniform Return/Disposal**
After the initial issuance of a new uniform, the Company shall, within one (1) month, request that the old uniform articles be returned. Otherwise, the Flight Attendant may dispose of them any way she/he wishes.

N. **Termination During Probation**
If the Company terminates an employee during the course of that employee's probationary period, she/he shall not be held liable for any balance she/he may be owing against the uniform once it is returned.

O. **No Surname on Nametag**
A Flight Attendant will not be required to wear any insignia with her/his surname on it.

P. **Special Winter Coat**
Flight Attendants awarded or assigned to a future permanent or temporary domicile with more than thirty days annually with temperatures below 25 degrees (F) shall be issued a special winter coat.

Q. **Accessories Color**
The Company and the Association shall mutually agree to the color of accessories (i.e. shoes, purse, luggage, etc.).

R. **Uniform Changes**
The basic uniform issue, including the quality of material, as outlined in Paragraph B.1.

SECTION 6: UNIFORMS

above, shall not be changed without mutual agreement between the Company and the Association. The Company shall also continue to pay for changes in basic uniform items.

S. **Wings, Name Tags, Aprons**
The Company shall provide each Flight Attendant (including newly hired Flight Attendants) with wings, name tags (three (3) a year), and aprons (three (3) a year) at no charge to the Flight Attendant and are not part of the uniform points allocation.

T. **Uniform Life Expectancy**
The Company and the Association shall conduct a review of the life expectancy of a newly issued uniform at twelve (12), eighteen (18), and twenty-four (24) months following initial issuance. If the parties cannot reach mutual agreement of the life expectancy of the uniform, they shall select a disinterested third party to resolve the dispute.

U. **Uniform for Flight Attendants Involuntarily Assigned to Domicile/Operation**
The Company shall provide Flight Attendants involuntarily assigned to another domicile or operation a complement of uniforms which meets their flying needs. Such additional uniform items shall be at Company expense.

V. **Jacket Requirement**
Flight Attendants shall not be required to wear their jackets in the following instances:

1. From April fifteenth (15th) through October thirty-first (31st) or anytime the ground cooling system is not working.

2. While flying in the Inter-Island operation or on a South Pacific flight.

W. **Fire Retardant Fabrics for Future Uniforms**
Future uniforms shall be made of fire retardant fabrics.

SECTION 6: UNIFORMS

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SECTION 7: HOURS OF SERVICE

A. **Flight Time Limitations Shall Include Credited Hours**
The flight time limitations provided for in this Agreement shall include all of the credited hours defined in Paragraph J. in Section 2.

B. **Monthly Maximum**

1. Bid Flight Attendants

a. Ninety (90) credited hours will constitute the monthly maximum for Flight Attendants. All Flight Attendants shall be scheduled or assigned in such manner as to afford them, in order of their seniority, an opportunity to be credited as close to the maximum as possible.

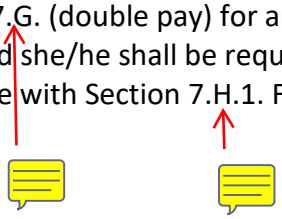
b. Flight Attendant Option to Extend Monthly Maximum (PBS)

(1) Notwithstanding the provisions of Paragraph B.1.a. above, a Flight Attendant shall have the option of extending her/his monthly maximum credited hours to one hundred five (105) hours.

(2) The Company may designate any month as an "increased flying month" no more than six (6) months each calendar year in each domicile, provided there are no Flight Attendants on furlough prior to or as a result of an "increased flying month". During such month(s), the Company may raise the minimum bid amount in one hour increments to a maximum of seventy-nine (79) hours. During an "increased flying month", a Flight Attendant shall have the option of extending her/his monthly maximum to one hundred ten (110) credited hours. The Company may also elect to raise the maximum to one hundred ten (110) hours without adjusting the minimum but such adjustment will still count as one of the six (6) adjustments permitted in a year.

(3) The Company shall notify the MEC President in writing of its intention to designate a specific month as an "increased flying month" no later than the first of the month prior to said designated month. Once designated, an "increased flying month" may not revert to a one hundred five (105) hour month except by mutual consent between the Company and the MEC President.

c. Flight Attendant Option to Exceed Monthly Maximums (Pick-Ups)
Any Flight Attendant may voluntarily exceed one hundred five/one hundred ten (105/110) credited hours by picking up additional flying from Company Open Time and/or from another Flight Attendant. Such Flight Attendant shall be ineligible to receive the compensation provisions of Section 7.G. (double pay) for any hours over one hundred five/one hundred ten (105/110) and she/he shall be required to maintain her/his minimum days off in accordance with Section 7.H.1. Further, such



SECTION 7: HOURS OF SERVICE

Flight Attendant shall not be eligible for the trip(s) dropping provisions in Subsection 3 below, and will be expected to remain available to complete all such flying.

2. Reserve Flight Attendants

   a. Eighty-five (85) credited hours will constitute the monthly maximum for Reserve Flight Attendants. All Reserve Flight Attendants shall be scheduled or assigned in such manner as to afford them, in order of their seniority, an opportunity to be credited as close to the maximum as possible, unless she/he has indicated otherwise in accordance with Section 8.

   b. Reserve Flight Attendant Option to Extend Monthly Maximum
   A Reserve Flight Attendant shall have the option of extending her/his monthly maximum credited hours to ninety-five (95)/ one hundred (100) hours on her/his Reserve Duty days.

   c. Reserve Flight Attendant Option to Exceed Monthly Maximums
   Any Reserve Flight Attendant may voluntarily exceed eighty-five (85) or ninety-five (95)/one hundred (100) credited hours by picking up additional flying on her/his days off in accordance with Section 7.K. and/or Section 8.B.1.b. Such Flight Attendant shall be ineligible for the compensation provisions of Section 7.G. (double pay) for any hours over ninety-five (95) and she/he shall be required to maintain her/his minimum days off in accordance with Section 8.F.1. Further, such Flight Attendant shall not be eligible for the trip(s) dropping provisions in Subsection 3 below, and will be expected to remain available to complete all such flying.

Order of Assiging Open Flying

3. Projection Over Monthly Maximum

   a. Bid Flight Attendant

      (1) A Bid Flight Attendant, at her/his option, shall be removed from a trip(s) prior to the end of the month if her/his projected monthly time is over her/his applicable monthly maximum (90:00/<u>105:00</u>/110:00) credited hours.

      (2) Crew Scheduling shall notify a Bid Flight Attendant whenever her/his total time (accumulated and projected) is projected over her/his allowable monthly maximum. Upon notification, the Flight Attendant shall have the option: (1) to designate the trip(s) she/he would like to be removed from and fly a trip with less time. Such trip shall be scheduled only during the same time period of the dropped trip or (2) to fly the original trip.

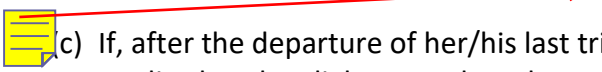
      (3) If, after the departure of her/his last trip sequence of the month, the time credited to a Flight Attendant due to unforeseen circumstances is more than ninety (90) hours and she/he has not chosen to exceed her/his ninety (90) hour

maximum for that month, she/he shall be paid for the excess as provided in Paragraph 7.G. (double pay).

(4)

(a) Except as provided in (b) below, a Flight Attendant who has exercised the option in PBS to exceed ninety (90) hours will not be required to take her/his last trip(s) sequence of the month if she/he is projected over one hundred five (105) credited hours in any month that the Company has not designated as an "increased flying month", or one hundred ten (110) credited hours in a designated "increased flying month". Such Flight Attendant shall have the option of flying out her/his trip sequence, with the applicable compensation provisions of Section 7.G. (double pay), or being removed from the trip sequence.

(b) If such Flight Attendant's line exceeds one hundred two (102) scheduled credit hours in any month that the Company has not designated as an "increased flying month," or one hundred seven (107) scheduled credit hours in a designated "increased flying month," she/he shall be required to absorb the first three (3) hours of "line growth" before she/he will be entitled to exercise the option of being removed from a trip(s). All hours in excess of one hundred five / one hundred ten (105/110) shall be subject to the compensation provisions of Section 7.G. (double pay).



(c) If, after the departure of her/his last trip sequence of the month, the time credited to the Flight Attendant due to unforeseen circumstances is more than the applicable maximums and she/he has not chosen to exceed her/his maximums, she/he shall receive one (1) hour pay but not credit for each hour or fraction thereof, in addition to all other compensation, for credited hours in excess of one hundred five/ one hundred ten (105/110) hours.

(d) Notwithstanding the above, if a Flight Attendant has exercised the option to exceed the monthly maximum(s) by picking up a trip(s) from open time and/or another Flight Attendant, she/he shall be required to complete her/his last trip of the month regardless of projection and will not be eligible for the compensation provisions of Section 7.G. (double pay).

b. Reserve Flight Attendants

(1) Eighty-five (85) credited hours will constitute the monthly maximum for a Reserve on her/his Reserve duty days. A Reserve Flight Attendant must notify Crew Scheduling at any time during the month, but not later than 0900 the day prior to her/his next reserve duty day, if she/he wishes to maintain the eighty-five (85) hour maximum.

SECTION 7: HOURS OF SERVICE

(2) A Reserve Flight Attendant who does not notify Crew Scheduling of her/his desire to maintain the maximum will be deemed to have elected to extend her/his maximum beyond eighty-five (85) hours, and may be scheduled above eighty-five (85) hours until she/he notifies Crew Scheduling that she/he is calling out of time. Such notification must be made no later than 0900 the day prior to her/his next scheduled reserve duty day.

(3) Time picked up from another Flight Attendant on a Reserve's red-circle days off in accordance with Section 8-Reserve, shall not be included when determining the maximums set forth in (1) and (2) above.

C. **Duty Periods**

1. Interisland Flight Attendant Duty Period

a. An Interisland Flight Attendant shall not be scheduled, rescheduled or reassigned to be on duty and shall not be required to remain on duty in excess of the following limitations:

For Duty Period Starting	Scheduled, Rescheduled or Reassigned	Maximum Actual On-Duty
0500-2159	12 hours	14 hours
2200-0459	10 hours	12 hours

b. An Interisland Flight Attendant starting a duty period before 2200 hours and continuing after 0300 the following morning shall not be scheduled to be on duty more than ten (10) hours, or be required to remain on duty more than twelve (12) hours.

c. If a Flight Attendant completes a duty period after 0200 hours, she/he shall not start her/his next duty period in that same calendar day.

2. International Flight Attendant Duty Period

a. Applicable duty times and required crewing shall be determined in accordance with the provisions outlined below.

b. Except as provided in Paragraph C.2.d. of this Section, Flight Attendants shall not be scheduled, rescheduled or reassigned to be on duty, nor required to remain on duty in excess of the following limitation:

SECTION 7: HOURS OF SERVICE

STANDARD CREWS

Aircraft	Classes of Service	Number of F/A	Scheduled, Rescheduled or Reassigned	Maximum Actual On-Duty
A321neo	1/2	4[a]	14	16
A321neo[b]	1/2	4	12	14
~~767-300~~	~~1/2~~	~~8~~	~~14~~	~~16~~
~~767-300 ER Flight~~	~~1/2~~	~~9~~	~~14~~	~~16~~
A330-200	1/2	8[c]	14	16
A330-200 ER Flight	1/2	9[d]	14	16
A350-800	1/2	10	14	16
A350-800 ER Flight	1/2	11	14	16
787-9	1/2	9	14	16
787-9 ER Flight (315 seats or less)	1/2	9[d]	14	16
787-9 ER Flight (more than 315 seats)	1/2	10[d]	14	16

[a] Effective January 1, 2021 (5 Flight Attendants until December 31, 2020)

[b] If international grouping contains one (1) interisland segment

[c] Staffing for Turns Originating out of the LAX Domicile on the A330-200: Turns will be staffed with one (1) additional Flight Attendant (from 8 to 9 Flight Attendants) for groupings constructed for the bid months of February, March, April, September, October, and November.

[d] Increased by one (1) when revenue passenger load factor on any ER segment in the grouping is 90% or more at 0900 the day prior to the grouping origination. Such increased staffing will be filled first by open time, and then by reserves before offering recall. If revenue passenger load factor for any ER segment grows to 90% or more after such time and no additional Flight Attendant is added, the Flight Attendants working the grouping will receive understaffing pay for such segment(s).

c. Diurnal Turn Arounds

(1) Diurnal turns (those scheduled to depart between the hours of 1400 and 0359 local domicile time) will not be scheduled for more than twelve (12) hours or fourteen (14) hours actual on duty. This limitation will not apply to current

frequencies of service (regular and seasonal) to ANC, PPT, PPG, Flights 9/4 (when scheduled as a turn grouping),or irregular operations. If the frequency of future ANC, PPT and PPG service warrants layovers instead of diurnal turns, then the Company will schedule them as layovers, unless otherwise agreed by the Association.

(2) Las Vegas Turn Arounds

(a) Notwithstanding provisions of the Agreement which might permit trips between HNL and LAS, with or without intermediate stops, to be crewed as turn arounds, such trips shall not be scheduled, rescheduled, or assigned as turn arounds, same duty time, for a single crew, standard or augmented, if doing so would involve any back side of the clock flying.

(b) With respect to this provision, “back side of the clock” flying is flying with a scheduled arrival or departure time between 2300 and 0600, based on local time at the station of first departure.

d. Augmented Provisions

(1) The standard Flight Attendant crew must be augmented if the total scheduled flight time exceeds eight (8) hours domestic, or twelve (12) hours international in a single on-duty period, or if the scheduled on-duty time exceeds fourteen (14) on-duty hours, regardless of the flight time.

(2) In order for a crew to be augmented, it shall be scheduled and printed on the Daily Flight Schedule.

(3) If a trip scheduled with an augmented crew departs understaffed, such crew shall be considered a standard crew and must be rescheduled to be on duty no more than fourteen (14) hours. All provisions of the Agreement applicable to standard crews shall apply.

(4) Unless passenger seats are provided per Paragraph D.2.f.(3) of this Section, a flight shall not be considered assigned with an augmented crew for purpose of duty time maximum under Paragraph C.2.b. of this Section.

(5) When serving as a member of an augmented crew, a Flight Attendant shall not be scheduled, rescheduled or reassigned to be on duty, nor required to remain on duty in excess of the following limitations:

SECTION 7: HOURS OF SERVICE

AUGMENTED CREW

Aircraft	Classes of Service	Number of F/A	Scheduled, Rescheduled or Reassigned	Maximum Actual On-Duty
A321neo w/o Interisland segment	1/2	5[a]	16	18
~~767-300~~	~~1/2~~	~~9~~	~~16~~	~~18~~
~~767-300~~	~~1/2~~	~~10~~	~~17~~	~~19~~
~~767-300 ER Flight~~	~~1/2~~	~~10~~	~~16~~	~~18~~
~~767-300 ER Flight~~	~~1/2~~	~~11~~	~~17~~	~~19~~
A330-200	1/2	9	16	18
A330-200	1/2	10	17	19
A330-200 ER Flight	1/2	10[b]	16	18
A330-200 ER Flight	1/2	11[b]	17	19
A350-800	1/2	11	16	18
A350-800	1/2	12	17	19
A350-800 ER Flight	1/2	12	16	18
A350-800 ER Flight	1/2	13	17	19
787-9	1/2	10	16	18
787-9	1/2	11	17	19
787-9 ER Flight	1/2	11	16	18
787-9 ER Flight	1/2	12	17	19

[a] Effective January 1, 2021 (6 Flight Attendants until December 31, 2020)

[b] Increased by one (1) when revenue passenger load factor on any ER segment in the grouping is 90% or more at 0900 the day prior to the grouping origination. Such increased staffing will be filled first by open time, and then by reserves before offering recall. If revenue passenger load factor for any ER segment grows to 90% or more after such time and no additional Flight Attendant is added, the Flight Attendants working the grouping will receive understaffing pay for such segment(s).

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e. It is further understood and agreed that staffing for all future 767-300s (non ER flying) will be based on passenger seat to Flight Attendant ratio for two classes of service as follows:

1st Class	Will not exceed 9 passenger seats per FA
Coach	Will not exceed 41 passenger seats per FA

f. North America 787-9 One-Way Staffing Carve Out:

(1) The "North American 787-9 One-Way Staffing Carve Out" provisions shall apply to flights satisfying all of the below criteria:

(a) Flights must be between Hawaii and North American destinations.

(b) Duty Period shall only contain a single flight segment fewer than seven (7) hours.

(c) Shall not apply to augmented duty periods.

(2) For flights meeting the criteria in C.2.f.(1)., above, the below staffing chart shall apply:

787-9 STAFFING NORTH AMERICAN CARVE OUT

Aircraft	Classes of Service	Number of F/A	Scheduled, Rescheduled or Reassigned	Maximum Actual On-Duty
787-9 (320 seats or less)	1/2	9*	14	16
787-9 (more than 320 seats)	1/2	9	14	16

*Decreased by one (1) for groupings constructed for the bid months of January, May, June, July, August and December.

3. Flight Time Limitations

a. Interisland - A Flight Attendant shall not fly in excess of thirty (30) hours during any seven (7) consecutive days. However, at her/his option, a Flight Attendant may fly up to thirty-five (35) hours during any seven (7) consecutive days either during the monthly bidding process or during the month by picking up and/or trading.

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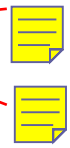
b. International - When flying International, a Flight Attendant may not be scheduled or rescheduled to fly a total of more than twelve (12) hours in any twenty-four (24) hours except where flying in accordance with "augmented crew" provisions. When flying within the contiguous forty-eight (48) United States, a Flight Attendant may not be scheduled or rescheduled to fly more than eight (8) hours in any twenty-four (24) hours, except when flying in accordance with "augmented crew" provisions.

4. The Crew Scheduling office will notify a Flight Attendant no later than twelve (1200) noon prior to the day she/he is assigned a freighter.

D. **Legal Rest Minimums**

1. Interisland

a. Each Flight Attendant shall have a minimum rest period free from all duty at her/his domicile, of not less than twelve (12) consecutive hours immediately prior to starting any duty with the Company except as set forth in Section 7.AB., 22.D.6., and for Computer Based Training (CBT) including recurrent home-study.



b. At stations other than her/his domicile, each Flight Attendant shall have a minimum rest period of ten (10) consecutive hours immediately prior to starting any other duty with the Company.

c. A Flight Attendant shall not be required to fly over seven (7) hours in any twenty-four (24) consecutive hours. If the Flight Attendant exceeds seven (7) hours flight time, she/he shall receive two (2) hours rest for every one (1) hour, or portion thereof, she/he flew, and she/he shall receive pay and credit for what she/he normally would have earned for that day.

d. A Flight Attendant shall not fly in excess of thirty (30) hours during any seven (7) consecutive days. A Flight Attendant shall be given at least one (1) calendar day free of all duty in any seven (7) consecutive days. A Flight Attendant may, at her/his option, waive the calendar-day off requirement after the month begins.

2. International

a.

(1) A Flight Attendant at her/his domicile shall have a minimum rest period of twelve (12) hours free of all duty immediately prior to starting any duty with the Company except as set forth in Section 7.AB., 22.D.6. and for Computer Based Training (CBT) including recurrent home-study. Domicile rest following flights scheduled for flight time of eight (8) hours or more will be as follows:

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ER Flight Time	Minimum Domicile Rest
8:00 to 9:59	24:00
10:00 or more	36:00

(2) The minimum domicile rest provisions following Extended Range flights specified in 7.D.2.a.(1.) above may, in actual operation be reduced by up to one and one-half (1.5) hours for bid flight attendants who have scheduled back-to-back Extended Range pairings with less than the specified minimum rest plus one (1) additional hour in domicile (i.e., when (a) the bid Flight Attendant's scheduled ER flight time is 8:00 to and she/he is scheduled with twenty five (25) hours domicile rest, or (b) the bid Flight Attendant's scheduled ER flight time is or more hours and she/he is scheduled with thirty-seven (37) hours domicile rest). If, in actual operation, the required rest is reduced by more than one and one-half (1.5) hours, the effected flight attendant(s) will be removed from the second pairing and will be paid and credited "what she/he normally would have earned", as defined in Section 2.AY. of the Agreement.

Example 1: *A bid Flight Attendant schedules her/himself with back-to-back ER pairings with 24:45 rest between the pairings. The minimum rest requirement after the first pairing is 24 hours. The first trip's return to HNL is delayed by one (1) hour, which reduces the rest between the two pairings to 23:45. Because the Flight Attendant originally scheduled her/himself below 25:00 rest between the ER pairings (the minimum ER rest of 24:00, plus one (1) hour), she or he will not be removed from the second ER pairing because her/his rest may be reduced to 22:30.*

Example 2: *A bid Flight Attendant schedules her/himself with back-to-back ER pairings with 25:00 rest between the pairings. The minimum rest requirement after the first pairing is 24 hours. The first trip's return to HNL is delayed by one hour and fifteen minutes (1:15), which reduces the rest between the two pairings to 23:45. Because the Flight Attendant originally scheduled her/himself with 25:00 rest between the two ER pairings (the minimum ER rest of 24:00, plus one (1) hour), she/he will be removed from the second ER pairing and pay protected because her/his rest was subsequently reduced below 24:00.*

b.

(1) At stations other than the Flight Attendant's domicile, each Flight Attendant shall have a minimum rest period equal to two (2) times her/his preceding duty period immediately prior to starting any other duty with the Company. The Company may, at its discretion, limit the rest period in the hotel to nine (9) hours for a standard crew or ten (10) hours for an augmented crew.

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(2)

(a) For extended range groupings, at stations other than the Flight Attendant's domicile, each Flight Attendant shall have minimum rest periods as follows:

ER Flight Time	Minimum Scheduled RON Rest*
8:00 to 9:59	18:00
10:00 to 11:59	22:00
12:00 or more	28:00

RON = Remain overnight

* In actual operation, any of these rest periods may be reduced up to two (2) hours.

(b) As an exception to the provisions of the paragraph above, in ER destinations where the transit time to/from the downtown hotel combined with the 22-hour rest requirement would make it impossible for the crew to work the return flight immediately following the rest period, the trip may be scheduled with a 20-hour rest requirement which can, in actual operation, be reduced to 18 hours. At its option, the Association may approve RON accommodations closer to the airport rather than having the trip scheduled with a 20-hour rest. The Association will notify the Company not less than sixty (60) days in advance should it desire to change to or from the airport/downtown location.

(3) Rest period is defined as time in the hotel (door to door), uninterrupted by the Company. In case of interruption by the Company, the Flight Attendant shall have the option of extending her/his rest period after the interruption for a period of time equal to the rest period for which she/he was originally entitled. However, as an exception to the no interruption rule, when a Flight Attendant is on a hotel rest period and their outbound trip is delayed, the Flight Attendant may be contacted by Crew Scheduling only one (1) time and advised of the new departure time. This contact will be made no earlier than <u>one hour and thirty minutes (1:30) prior to pick-up (roll) time from the hotel</u>.

c. Diurnal Schedule

(1) When a Flight Attendant's trip is scheduled to depart any station between 1400 hours and 0359 hours (local time) and the scheduled duty period is for twelve (12) hours or more, then the assigned crew will receive not less than an eighteen (18) hour rest period prior to departure.

(2) When a Reserve Flight Attendant is scheduled to depart any station between 1400 hours and 0359 (local time) and the scheduled or actual duty period is

twelve (12) hours or more, the Reserve shall receive a minimum of sixteen (16) hours domicile rest before being required to report for her/his next flight assignment.

d. When a Reserve Flight Attendant has flown twenty (20) hours or more in any forty-eight (48) hours, or twenty-four (24) hours or more in any seventy-two (72) hours, she/he must receive at least eighteen (18) hours free from duty.

e. A Flight Attendant shall be given at least one (1) calendar day free of all duty in any seven (7) consecutive days. A Flight Attendant may, at her/his option, waive the calendar-day off requirement after the month begins.

f. Rest on Board the Aircraft – International

(1) Rest Seats

(a) Primary Rest Seats

The Company shall block passenger seats for the exclusive use of the Flight Attendants as a primary rest station. On the A330, such crew rest seats shall be the last one (1) center row on all International aircraft. On the 787-9 aircraft such crew rest seats will be the last one (1) center row, adjacent to the 3 L/R doors, for a total of three (3) seats as the primary rest station. On the A321 the primary rest station will be the last row on aircraft right for a total of 3 seats. All seats shall be contiguous if more than one (1) seat is available, shall have normal recline, shall be curtained off, and shall be marked or designated for Flight Attendant use on a "last sold/assigned" basis (Z blocked).

Aircraft	Primary Rest Seats
A330-200	3 seats: the last one (1) center row on the aircraft
A321neo	3 seats: the last row on aircraft right
B787-9	3 seats: the last one (1) center row, adjacent to the 3 L/R doors

(b) Secondary Rest Seats

In addition, the Company shall block the one (1) last row of passenger seats on aircraft left AB on the A330-200, and block the center row immediately in front of the primary rest station in 3.a., above, to a minimum of three (3) seats on the 787-9 for the exclusive use of the Flight Attendants as a secondary rest station. Such crew rest seats shall be contiguous if more than one (1) seat is available, shall have normal recline, and shall be marked or

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designated for Flight Attendant use on a "last sold/assigned" basis (Z blocked).

Aircraft	Secondary Rest Seats
A330-200	2 seats: last row of passenger seats on aircraft left "AB"
B787-9	3 seats: the center row immediately in front of the primary rest station in 3.a

(c) In the event that Z blocked seats need to be assigned to passengers, all secondary seats shall be assigned before any primary seats are assigned.

(2) On the B767, for extended range flights (those scheduled for flight time of eight (8) hours or more), contiguous rest seats that are curtained off will be provided. The seats should not be next to a galley or lavatory. The seats must recline, not have solid armrests and preferably have some sort of footrest. These seats will not be sold or assigned to passengers and the number and location will be aircraft dependent.

(3) On the A321neo, in addition to the "Z-blocked" primary rest seats, another three (3) seats immediately in front will be hard-blocked for Flight Attendants for diurnal turn flights scheduled to exceed eight (8) hours cumulative flight time and augmented flights. These hard-blocked, crew rest seats will not be sold or allocated to passengers and shall be provided with privacy curtains and have a normal recline.

(4) Flight Attendants shall have a rest break during flights and shall be permitted to sleep during their rest breaks.

(5) For flights scheduled for flight time of eight (8) hours or more the following minimum rest breaks will apply:

ER Flight Time	Minimum On Board Rest Break
8:00 to 9:59	1:00
10:00 to 11:59	1:30
12:00 or more	2:00

(6) If a standard crew complement is on duty, it is understood that said rest breaks shall not interfere with the performance of a Flight Attendant's normal duties (i.e. a Flight Attendant shall not schedule her/his rest break during a meal service).

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(7) On extended range, diurnal and augmented flights, the number of Flight Attendants who may be resting/sleeping during a rest break shall not exceed the number of crew rest seats.

(8) In addition, anytime the augmented crew provisions are being utilized, the same number of Flight Attendant(s) above the standard crew may be resting/sleeping at anytime during the flight.

(9) Crew rest seats on Extended Range routes flown by 767 aircraft will be the last row of seats C, E, G, H and J. The Company will install removable curtains for the last row of seats C, E and G, as well as for the z-blocked seats (next to last row of C, E, G, H, J seats), on all B767 aircraft for utilization on ER routes.

(10) A330 Aircraft

(a) For International flights regularly scheduled over twelve (12) hours of FAR-defined flight time, Flight Attendants shall have access to a Lower Deck Mobile Crew Rest facility (LDMCR).

(b) For International flights regularly scheduled between eight (8) hours and twelve (12) hours block-to-block, “diurnal turns” scheduled to exceed eight (8) hours cumulative flight time block-to-block, and/or duty periods in excess of fourteen (14) hours, Flight Attendants shall have access to lie-flat crew rest facilities if installed and serviceable on the aircraft.

(c) For Hawaiian Airlines purchased production A330, should the aircraft be delivered with a crew rest facility, it must accommodate a minimum of four (4) Flight Attendants.

(11) A350 Aircraft
Flight Attendants shall have access to lie-flat crew rest facilities on all ER flights, augmented flights and “diurnal turns”.

(12) In the event that crew rest facilities are not installed or serviceable for A330/350 flights:

(a) For flights regularly scheduled between eight (8) hours and twelve (12) hours block-to-block, “diurnal turns” scheduled to exceed eight (8) hours cumulative flight time block-to-block, and/or duty periods in excess of fourteen (14) hours, Flight Attendants shall be provided the last two (2) middle rows of the aircraft curtained off for crew rest to a minimum of six (6) seats. The inside seats of those rows shall have retractable armrests.

(b) For flights regularly scheduled over twelve (12) hours of FAR-defined flight time, Flight Attendants shall be provided the last three middle rows of the

aircraft for crew rest to a minimum of nine (9) seats. The last two middle rows of the aircraft shall be curtained off to a minimum of six (6) seats. The inside seats of those rows shall have retractable armrests.

(13) Lie-Flat Crew Bunks in 787-9 Aircraft

(a) Flight Attendants shall have access to lie-flat crew rest facilities, the Overhead Flight Attendant Rest (OFAR), on 787-9 Flights. The 787-9 OFAR shall be equipped with six (6) crew bunks, for the exclusive use of Flight Attendants. A prepackaged bedding packet shall be provided for each Flight Attendant of the crew complement for ER, diurnal turn with a cumulative flight time of eight (8) or more hours, duty period scheduled over fourteen (14) hours, and augmented flights. The bedding packet shall include one (1) twin-sized cloth sheet, one (1) twin-size blanket of suitable heft, and one (1) standard-sized pillow and case, or two (2) First Class pillows.

(b) Per Section 7.D.2.f.(19), crew-bunk rest facilities, whenever present, shall be accessible to Flight Attendants working the flight. Additionally, deadheading Flight Attendants may access the crew rest facilities in Flight Attendant Seniority order so long as doing so does not interfere with access by working Flight Attendants.

(c) Per Section 7.D.2.f.(20), Pass-riding Flight Attendants on the Flight Attendant System Seniority List may use the crew bunks in Flight Attendant seniority order, after all deadheading Flight Attendants have been accommodated in the six (6) bunks reserved for the exclusive use of Flight Attendants in the OFAR. Notification must be given to the First Flight Attendant, who in turn shall notify the pilot in command.

(d) Notwithstanding a.-c., above, in the event that the pilot crew rest bunk module, the Overhead Flight Crew Rest (OFCR), is inoperative on an augmented pilot crew flight, and there are no other lie-flat accommodations meeting the Class II standards for in-flight pilot crew rest, and pilot rest is required, the following shall apply:

i. Working pilots shall be allowed to occupy one (1) bunk for a three (3) pilot crew or two (2) bunks for a four (4) pilot crew in order to return the aircraft to domicile.

ii. Working pilot use of the OFAR when the OFCR is inoperable shall be limited to one (1) flight segment.

iii. If the time of discovery of the maintenance item causing the deferral of the OFCR is within ninety (90) minutes of scheduled departure, the one

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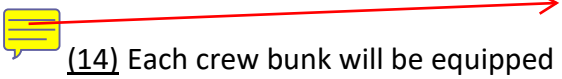
(1) flight segment restriction in (d)ii., above, may be extended for one (1) additional flight segment.

(e) In the event that crew rest bunk facilities in the OFAR are not serviceable for 787-9 flights:

i. For flights regularly scheduled for eight (8) or more hours block-to-block, flights within ER groupings, "diurnal turns" scheduled for eight (8) or more hours cumulative flight time block-to-block, and/or duty periods in excess of fourteen (14) hours, Flight Attendants shall be provided the three (3) middle rows of the aircraft immediately in front of the primary and secondary rest seats for crew rest to a minimum of nine (9) seats. The last two (2) middle rows of the aircraft adjacent to the 3 L/R doors shall be curtained off to a minimum of six (6) seats. The inside seats of those rows shall have retractable armrests.

ii. The rest seats above shall be in addition to two (2) z-blocked crew rest seat rows. (Provisions of 7.D.2.f.(1). apply).



(14) Each crew bunk will be equipped with curtains, reading lights and vents. Rest facilities shall receive a deep cleaning on the same schedule as the aircraft cabin; however, such cleaning shall occur no less frequently than once every two months. Regular cleanings shall also occur on the same schedule as the cleaning of the aircraft cabin.

(15) Breaks shall be established for either two (2) or three (3) periods depending on the length of the flight, size of the crew complement and the number of bunks.

(a) For flights scheduled for seven (7) or more block hours, breaks shall be established for either two (2) or three (3) periods depending on the length of the flight, size of the crew complement and the number of bunks.

i. For flights staffed with ten (10) or more Flight Attendants, Flight Attendants may schedule their breaks such that there are five (5) Flight Attendants in the cabin who are not on break. However, the number of Flight Attendants in the cabin may be reduced to four (4) during a maximum continuous period of ninety (90) minutes during the flight, due to overlapping crew rest breaks.

ii. For flights staffed with nine (9) Flight Attendants, Flight Attendants may schedule their breaks such that there are five (5) Flight Attendants in the cabin who are not on break. However, the number of Flight Attendants

in the cabin may be reduced to four (4) during a period not to exceed two (2) hours. This provision will not apply to non-ER or unaugmented flights.

iii. If any regulatory change is made that would affect these provisions, the Company and the Association shall meet and agree on how to implement the change.

(16) Flight Attendants shall bid for breaks in seniority order.

(17) Specific bunk selection shall be made in seniority order within the group of Flight Attendants assigned to each rest break. If the crew rest facilities are shared with Pilots, such selection will be made from those bunks designated for Flight Attendants.

(18) The Company will not require crew rest breaks to be pre-assigned to specific Flight Attendant positions (e.g., Positions 1, 3, and 5 take 1st break.)

(19) Crew rest facilities, whenever present, shall be accessible to Flight Attendants working the flight. Additionally, deadheading Flight Attendants may access the crew rest facilities, in Flight Attendant Seniority Order so long as doing so does not interfere with access by working Flight Attendants.

(20) On non-ER flights, pass-riding Flight Attendants on the Flight Attendant System Seniority List may use the applicable rest facility after all deadheading Flight Attendants have been accommodated in the bunks reserved for the exclusive use of Flight Attendants. Anytime there is an augmented pilot crew, and separate crew rest facilities are not provided, non-revenue access to the applicable rest facility will not be allowed to pass-riding Flight Attendants. Notification must be given to the First Flight Attendant, who in turn will notify the pilot in command. All access will be in Flight Attendant seniority order.

(21) The Company and Association will meet to work out the specifics for crew rest accommodations for new aircraft.

E. **Delayed Trips**

Removal from a Delayed Trip

1. Whenever possible, a Flight Attendant, at her/his domicile, will be removed from any delayed trip that would cause the Flight Attendant to be removed from another trip on her/his bid run. Such removal shall be with pay and credit, including First Flight Attendant pay. The Flight Attendant will be removed from the trips as soon as possible. The Flight Attendant may be contacted by crew scheduling only one time and advised of

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the new departure time. This contact will be made at the following times plus or minus fifteen (15) minutes:

a. International - three (3) hours prior to published scheduled departure time.

b. Interisland - two (2) hours prior to published scheduled departure time.

c. In an emergency situation the Company may contact a Flight Attendant at a time other than those specified in this paragraph.

2. A Flight Attendant, at her/his domicile, who has reported to the airport for her/his trip will be removed from the trip if the trip is, or will be, delayed more than eight (8) hours from its originally scheduled departure time. However, if the Flight Attendant requests and uses a suitable single room hotel accommodation or single day hotel room located at the airport, at Company expense, during the delay, such Flight Attendant will be removed from the trip if the trip is, or will be, delayed more than ten (10) hours from its originally scheduled departure time. The Flight Attendant will be notified of the removal as soon as possible. Any other notification must be made within two (2) hours of the rescheduled departure time, plus or minus fifteen (15) minutes.

3. A Flight Attendant, at her/his domicile, who has not reported to the airport for her/his trip will be removed from the delayed trip depending on the newly projected duty time of the trip in accordance with the following schedule. The Flight Attendant will be removed from the trip as soon as possible; however, such notification must be in accordance with the time parameters set forth in Paragraph a. above. The schedule set forth below is based on the originally scheduled departure time.

Duty Time	Removal From Trip
Less than 8:00	12:00 delay
8:00 to 10:00	10:00 delay
more than 10:00	8:00 delay

4. Such delayed Flight Attendant, at her/his domicile, may only be used to fly her/his original delayed trip. If such trip subsequently cancels, the Flight Attendant will be subject to reassignment in accordance with Section 7.J.2.a. and Section 3.S.

5. When a Flight Attendant is removed from a trip as provided in Paragraph E.2. and 3. above, Crew Scheduling may offer the same trip to the Flight Attendants assigned to that trip in order of seniority, except that a Reserve Flight Attendant shall not be eligible for the trip if it conflicts with a red circle day off. A Flight Attendant who accepts the trip shall be paid and credited for the round trip at two times (2 X) the scheduled or actual

block hours, whichever is greater. This pay and credit shall not be in addition to E.1. of this Section.

6. Flight Attendants who have accepted the reassigned (delayed) trip as provided in E.5. above, shall not be entitled to DIRTD compensation unless the delayed trip returns to domicile more than twelve (12) hours later than the rescheduled arrival.

7. Notification of a Delayed Trip When Not Removed
When a Flight Attendant's originating trip of the day in domicile is delayed and if Crew Scheduling attempts to contact the Flight Attendant at least one (1) hour and thirty (30) minutes prior to the originally scheduled check in time, she/he will be considered notified and her/his duty day will begin at the rescheduled report time. If Crew Scheduling does not attempt to contact the Flight Attendant at least one (1) hour and thirty (30) minutes prior to the originally scheduled check in time, her/his duty day will begin at her/his originally scheduled report time. Crew Scheduling will use its best efforts to notify a Flight Attendant affected by a delay as soon as practicable after Crew Scheduling becomes aware of the delay.

F. **Exceeding Duty Periods**

1. Interisland

a. The following provisions shall apply to a Flight Attendant who begins a duty period between 0500 and 2159:

(1) If it is known prior to departing Honolulu that by taking her/his scheduled flights a Flight Attendant's actual on duty hours will exceed twelve (12) hours, she/he may be removed from her/his flights provided another Reserve Flight Attendant is available to relieve her/his. The removed Flight Attendant shall be paid and credited as provided for in Paragraph H., Section 3. During the normal course of the day or upon receiving delay reports and alerts, Crew Scheduling will use the formula outlined below for determining whether a Flight Attendant is projected to exceed twelve (12) hours and remove the affected Flight Attendant(s) from the flights in accordance with this paragraph. A Flight Attendant may request Crew Scheduling to initiate the review of her/his projected duty time to assess the potential of exceeding the duty time maximum.

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Interisland Maximum Duty Time Calculation

Report Time + 12 hrs -	Any Round Trip[1] w/ the potential to take the FA over 12 hrs	- 20 min[2] (for 717) - 15 min	The time FA must depart from the blocks in domicile

[1] Using published block times in bid packet

[2] If other aircraft is used, the Association and the Company will meet to determine turn time(s) for other aircraft for purposes of this provision

Example 1:

- Interisland crew reports at 0600 and is scheduled later in the day for a OGG round trip that could potentially have them exceed twelve (12) hours of duty.
- The published block time of HNL-OGG segment is 25 minutes and the published block time of OGG-HNL segment is 35 minutes. Aircraft is 717.

  0600 + 12 hours = 1800, 1800 - OGG roundtrip (1hr.) = 1700, 1700 - 20 min = 1640, 1640 - 15 min = *Time FA must depart the blocks in domicile =* ***1625***

  If the Flight Attendant will not depart the blocks by 1625, s/he will be replaced in accordance with the provisions of paragraph F.1.a.(1). above.

Example 2:

- Interisland crew reports at 0900 and, at some point in the day, is scheduled for a round trip hopper (HNL-ITO-LIH-HNL) on a 717 that could potentially have them exceed 12 hours of duty.
- The published block times of these flights are: HNL-ITO (00:45); ITO-LIH (1:00); LIH-HNL (00:20).

  0900 + 12 hours = 2100, 2100 - HNL-ITO-LIH-HNL round trip (2:05) = 1855; 1855 - 00:40 (combined turn times in ITO and LIH) = 1815; 1815 - 00:15 = *Time FA must depart the blocks in domicile =* ***1800***.

  If the Flight Attendant will not depart the blocks by 1800 s/he will be replaced in accordance with the provisions of paragraph F.1.a.(1). above.

(2) When an Interisland Flight Attendant is scheduled for up to a maximum of ten (10) hours on duty in accordance with 7.C.1.b., the above formula shall also apply when determining whether a Flight Attendant is projected to exceed twelve (12) maximum actual on-duty hours. When such Interisland Flight

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Attendant is projected to exceed twelve (12) maximum actual on-duty hours pursuant to the formula above, she/he shall be removed from her/his flights whether or not a Reserve is available.

(3) A Flight Attendant shall not be required to remain on duty for more than fourteen (14) actual hours.

b. If a Flight Attendant exceeds fourteen (14) actual hours on duty, in addition to compensation provided for in Paragraph c. below, she/he shall receive the next day free from all duty and she/he shall receive pay and credit for what she/he normally would have earned that day.

c. Whenever a Flight Attendant exceeds twelve (12) actual hours on duty, she/he shall be paid one (1) hour flight pay, but not credit, for every hour, or fraction thereof in excess of twelve (12) actual hours, in addition to all other compensation to which she/he is entitled.

2. International

a. Exceeding Scheduled Duty Time Maximum

International FA Duty Period

(1) A Flight Attendant may at her/his option, exceed the hours stipulated in Paragraph C.2. above, provided she/he is 1) departing a station other than her/his domicile, and 2) she/he has not exceeded sixteen (16) hours on duty at the time of the departure from the blocks.

(2) Whenever a Flight Attendant on a flight exceeds fourteen (14) hours on duty under the provisions of this Section, she/he shall be paid one (1) hour pay but not credit, for every hour or fraction thereof, in excess of fourteen (14) hours on duty time, in addition to all other compensation to which she/he is entitled.

b. Exceeding Maximum Actual On-Duty Limitations at Company Request

(1) When it becomes known that a flight attendant's scheduled duty period will be extended to within one (1) hour of her/his maximum actual on-duty period (See chart below), crew scheduling/authorized designee will communicate with the flight attendant(s) to determine if the crew is willing to continue should the delay project the flight attendant(s) beyond her/his maximum actual duty period. This communication, whether initiated by the flight attendant(s) or the company, is simply to determine whether or not the flight attendant(s) is willing to extend her/his duty period beyond the maximum. If the flight attendant(s) does not wish to exceed the applicable maximum actual on-duty limitations, the company will make the arrangements to relieve and/or replace the flight attendant should the projected duty period exceed the applicable actual on-duty

maximum. If after deciding to exceed her/his maximum duty period, the rescheduled departure time of the flight upon which the flight attendant based her/his decision changes by two (2) hours or more (e.g. "creeping delay") and the flight attendant wishes not to exceed her/his maximum, she/he must advise crew scheduling/authorized designee.

Type of Pairing/Crew	Scheduled Maximum	Actual On-Duty Maximum	Decision point for exceeding
Standard Crew	14	16	Projected Duty Period of 15:01 or more.
Augmented +1	16	18	Projected Duty Period of 17:01 or more.
Augmented +2	17	19	Projected Duty Period of 18:01 or more.

(2) Flight Attendant cannot be required to exceed the maximum actual on-duty limitations stipulated in Paragraph 7.C.2. above.

(3) At Company request a Flight Attendant may concur to extend her/his actual on-duty limitations to a maximum of twenty (20) hours; for augmented crews, the actual on-duty limitations may be exceeded by up to two (2) hours.

(4) In addition to all other compensation, including the compensation addressed in Paragraph 7.F.2.a., a Flight Attendant who concurs to extend her/his maximum actual on-duty limitations in accordance with Paragraphs 7.F.2.b.(3) shall also be paid a premium of three (3) times her/his hourly rate for each duty hour, or fraction thereof, in excess of her/ his maximum actual on-duty limitations.

(5) A Flight Attendant who is projected over her/his maximum on-duty period and concurs with the Company's request to extend her/his duty time maximums shall be guaranteed a minimum of one (1) hour pay at three (3) times her/his hourly rate. There is no requirement that the Flight Attendant be onboard the aircraft, be with passengers, or that the flight depart in order to be eligible for payment under this provision.

(6) A Flight Attendant who concurs with the Company's request to extend her/his duty time maximums shall be scheduled for a minimum of eighteen (18) hours rest following the extended duty period. If such rest results in a conflict with another scheduled trip(s), the Flight Attendant shall be pay protected for trips missed, including First Flight Attendant pay.

SECTION 7: HOURS OF SERVICE

(7) The Company is prohibited from negotiating with Flight Attendants for any other compensation or incentive to obtain a Flight Attendant's concurrence to extend her/his duty time maximums.

c. Determining Amount of Pay Due for Exceeding Maximum Actual On-Duty Limitations A flight attendant's projected on-duty period is calculated by using the rescheduled departure time and adding the scheduled bid packet block time for the remaining segment(s) plus the applicable check-out/debrief time (:15 or :30) and then adding that to the original report time. If, at the time of actual departure, a flight attendant's projected actual duty period:

(1) is within thirty (30) minutes of her/his applicable maximum, and actually exceeds the applicable maximum on-duty hours, she/he will receive three (3) times her/his hourly rate for each duty hour, or fraction thereof, in excess of her/his maximum actual on-duty limitation.

(2) does not exceed her/his maximum actual on-duty limitation, she/he will receive only the compensation she/he would normally receive.

(3) exceeds her/his applicable maximum actual on-duty period, and in actual operation her/his actual on duty period does not exceed the applicable maximum on-duty hours, she/he will receive one (1) hour of pay at three (3) times her/his hourly rate.

(4) exceeds her/his applicable maximum actual on-duty period, and in actual operation her/his actual on duty period exceeds the applicable maximum on-duty hours, she/he will receive three (3) times her/his hourly rate for each duty hour, or fraction thereof, in excess of her/his maximum actual on-duty limitation.

(5) For the purposes of determining whether or not the Exceeding Maximum Duty pay is applicable, the actual arrival time plus the applicable contractual check-out period, excluding any ground holding time, shall be used. However, if it is determined that the Exceeding Maximum Duty pay is applicable, the calculation of the number of hours of pay due will include any ground holding time.

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EXAMPLES:

PROJECTED DUTY PERIOD (New departure time + scheduled segment(s) + contractual debrief time added to the original report time.)	**ACTUAL DUTY PERIOD** (Original report time until actual arrival + contractual debrief time excluding any ROA time.)	**EXCEEDING MAXIMUM DUTY PAY**	**SCHEDULED FOR 18 HOURS REST**
Within thirty (30) minutes of the applicable maximum.	Does not exceed the applicable maximum actual on-duty period.	No Exceeding Maximum Duty pay is due.	No
Within thirty (30) minutes of the applicable maximum.	Exceeds applicable maximum actual on-duty period by twelve (12) minutes due to ground holding (ROA).	No Exceeding Maximum Duty pay is due.	No
Within thirty (30) minutes of the applicable maximum.	Exceeds applicable maximum actual on-duty period by one (1) hour and forty-five (45) minutes.	Two (2) hours	No
Within thirty (30) minutes of the applicable maximum.	Exceeds applicable maximum actual on-duty period by one (1) hour and forty-five (45) minutes and has twenty (20) minutes of ground holding (ROA).	Three (3) hours	No
Exceeds the applicable maximum actual on-duty limit.	Does not exceed the applicable maximum actual on-duty period.	One (1) hour	Yes
Exceeds the applicable maximum actual on-duty limit.	Exceeds applicable maximum actual on-duty period by one (1) hour and forty-five (45) minutes.	Two (2) hours	Yes
Exceeds the applicable maximum actual on-duty limit.	Exceeds applicable maximum actual on-duty period by one (1) hour and forty-five (45) minutes and has twenty (20) minutes of ground holding (ROA).	Three (3) hours	Yes

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G. **Last Trip of the Month**

1. Interisland
   A Flight Attendant shall be expected to fly her/his scheduled flying on the last day of the month in which she/he flies, if at the time of her/his first departure for the day her/his total projected scheduled credited hours for the day, together with her/his accumulated credited hours for the month, do not exceed her/his monthly maximum. In the event she/he does exceed her/his maximum credit hours in a given month, she/he shall receive one (1) hour pay but not credit for each hour or fraction thereof, in addition to all other compensation, for such excess time, except as provided in Sections 7.B. and 8.B.

2. International
   A Flight Attendant shall be expected to fly her/his last scheduled trip of the month in which she/he flies, if her/his total projected scheduled credited hours for that trip, together with her/his accumulated credited hours for the month, do not exceed her/his monthly maximum, except as provided in Section 7.B. In the event she/he does exceed her/his maximum credit hours in a given month, she/he shall receive one (1) hour pay but not credit for each hour or fraction thereof, in addition to all other compensation, for such excess time, except as provided in Section 7.B.

H. **Minimum Days Off in Domicile**
Except as provided in Section 18 of this Agreement and as provided in Paragraph H.1. of this Section, a Bid Flight Attendant shall have a minimum of twelve (12) calendar days off in a thirty (30) day month and thirteen (13) calendar days off in a thirty-one (31) day month at her/his domicile.

1. A Bid Flight Attendant, at the Flight Attendant's sole option, may waive two (2) of her/his applicable minimum days off per month when bidding for her/his line in PBS. Subsequent to receiving her/his bid award, a Bid Flight Attendant, at her/his sole option, may waive her/his minimum days off down to six (6) days off per month.

2. All scheduled periods free from duty (days off) shall be at the Bid Flight Attendant's domicile unless otherwise requested by the Flight Attendant.

I. **Recalling Flight Attendants <u>on</u> Days Off**

1. <u>If a shortage of Flight Attendants exists, the Company may recall Flight Attendants at any time in order to cover the flight schedule and will notify the MEC President/designee. Flight Attendants will be assigned recall in the following order:</u>

   a. Volunteers for Recall

SECTION 7: HOURS OF SERVICE

(1) When multiple groupings are available for recall, an electronic notification will be sent to Flight Attendants in the affected domicile who have opted to receive such notifications. The notification will indicate the workday for which recall is available and the closing time for the workday's initial recall bid window.

(2) Should additional recall groupings become available for the same workday, an electronic notification will be sent out indicating the closing time of the recall bid window.

(3) Flight Attendants shall have no less than ninety (90) minutes to submit a request for a recall trip departing on the next day and no less than sixty (60) minutes to submit a request for a recall trip departing on the same day.

(4) Flight Attendants may submit requests, including generic requests for groupings, in the automated system. Flight Attendants who submit a request for recall and are legal and available for the entire grouping will be awarded the recall grouping in seniority order.

(5) Once a recall award starts any new groupings that become available will be a part of a separate award or be assigned to available reserves.

(6) A Flight Attendant awarded a recall grouping shall be contacted by Crew Scheduling and notified of such award.

(7) If a single grouping needs to be covered by the recall process, Crew Scheduling shall contact Flight Attendants in seniority order and offer the grouping to those who are legal and available for the entire grouping.

b. Involuntary Recall

(1) If open groupings remain uncovered after the voluntary recall award, or the departure time is within three (3) hours, Crew Scheduling may involuntarily assign these trips in the following order:

(a) Reserve Flight Attendants on non-red circle days off in inverse seniority order

(b) Bid Flight Attendants who are legal and available, in inverse seniority order

(2) A Flight Attendant being recalled shall be given notice as far in advance as possible. Voluntary recall will be offered until at least three (3) hours prior to each recall trip's departure. If a trip remains uncovered, then involuntary recall may begin no sooner than three (3) hours prior to the uncovered trip's departure.

c. Recall Bypass for Asia Language Qualified positions:

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(1) Notwithstanding the provisions of I.1.a., above, Lead Language Qualified Flight Attendants may be called first in order of seniority to fill vacant Lead Language Qualified position(s).

(2) If the Company recalls two (2) language positions on a trip, the Company shall pay protect the most senior legal and available non-Language Qualified Flight Attendant.

(3) If the Company recalls three (3) Language Qualified Flight Attendants on a trip, the Company shall pay protect the two (2) most senior legal and available non-Language Qualified Flight Attendants.

(4) Within the three (3) hour period specified in Paragraph 7.I.5, below, the Company may assign the trip to a Language Qualified Flight Attendant in inverse order of seniority. The pay protections specified in Paragraph c.(2) and c.(3) above, shall apply.

2. Minimum Guarantee
All Flight Attendants shall be guaranteed a minimum of four (4) hours pay and credit or four (4) hours of recall pay hours on each day of recall.

3. Volunteers for Recall

a. Crew Scheduling shall offer recall in seniority order to Flight Attendants who are projected for at least thirty-seven and one half (37.5) credited hours, and who are legal for the assignment on their day(s) off and if accepted such Flight Attendants will be paid recall pay. A Flight Attendant who has accepted

(i) one (1) Interisland Recall and then one (1) International Recall;
(ii) one (1) International Recall; or
(iii) two (2) Interisland Recalls

may not accept another Recall Assignment in a month unless it is to prevent the company from having to force assign a Recall Assignment in Inverse order. If the Flight Attendant is offered a subsequent recall to avoid a forced Recall Assignment, then she/he shall remain eligible for Recall under the same stipulations outlined above. The Company and the Association will meet and resolve the staffing levels if the Recall occurrences exceed twenty (20) per month in any domicile in any three (3) consecutive bid months.

b. Recall pay is defined as pay only, no credit, and shall be at two (2) times the Flight Attendant's hourly rate of pay.

SECTION 7: HOURS OF SERVICE

(1) Recall pay hours shall be based on the pay and credit hours of the assignment/grouping as provided in Section 3. Paragraph R. for each duty period rounded up in half hour increments or the minimum guarantee of four (4) hours, whichever is greater.

(2) Recall pay hours for a Flight Attendant assigned airport reserve shall be based on the hours she/he would normally be paid and credited rounded up in half hour increments or the minimum guarantee of four (4) hours, whichever is greater.

(3) A Flight Attendant who accepts a recall assignment and is not printed, never reports for duty or reports for duty and never leaves domicile, shall be paid the minimum guarantee of four (4) hours of recall pay for the day.

(4) A Flight Attendant who accepts a recall and is printed on the Daily Flight Schedule is removed (trip is cancelled, Flight Attendant is illegal, etc.) shall receive recall pay for the pay and credit hours for that day rounded up in half hour increments or the minimum guarantee of four (4) hours, whichever is greater.

4. A Flight Attendant who is involuntarily recalled in accordance with Paragraphs I.1.b. and c., above, shall have the following options:

   a. She/he shall receive recall pay no credit; or

   b. Normal pay and credit and all recalled day(s) off shall be replaced. The Flight Attendant and Crew Scheduling shall, at the time of the recall, mutually designate a replacement day(s). If the Flight Attendant and Crew Scheduling are unable to reach agreement on the replacement day(s) off, then the Flight Attendant shall select three (3) days, if recalled from a single day off, or three (3) periods, if recalled from two (2) or more days off. Crew Scheduling shall immediately grant one (1) of the days or periods, as applicable, that the Flight Attendant has selected. Such Flight Attendant shall be paid and credited with the published time of the grouping(s) she/he is removed from on the day(s) off returned.

5. A Flight Attendant being recalled on a Holiday as specified in Section 3.L. shall receive Recall Pay (2 x her/his rate of pay for the grouping) plus Holiday Pay (1 x all hours credited on the Holiday) = 3 x her/his rate of pay for the Holiday portion of the grouping.

6. The recall procedures specified above are not applicable to Low-Time Bid Awardees (Annual, Quarterly, and Monthly), Reduced Time Flight Attendants on the West Coast and Part-time Flight Attendants as specified in Section 7.S. of this Agreement. All such Flight Attendants are ineligible for both voluntary and involuntary recall.

SECTION 7: HOURS OF SERVICE

J. Reassigning of Flight Attendants

1. Interisland
   Bid Flight Attendants shall be reassigned in the following manner:

   a. The Day Before the Work Day

      (1) A Flight Attendant may be reassigned to another flight(s) in place of a flight(s) projected on her/his original bid grouping that has been canceled or rescheduled in such a manner that the original flight(s) could not be flown as originally scheduled.

      (2) The initial daily departure and arrival times as they appear on the original bid grouping of a Bid Flight Attendant may be extended to a maximum of thirty (30) minutes at each end, departure and arrival.

      (3) Such reassignments and/or extensions must be made prior to 1700 hours of the preceding day and must be printed on the Daily Flight Schedule.

      (4) Crew Identity. Bid Flight Attendants shall be reassigned or scheduled in a manner which maintains the crew as a single identity. The Flight Attendants afforded this protection shall only be those who were specifically awarded the bid run flight grouping.

   b. During the Work Day

      (1) The flights of a Bid Flight Attendant shall not be changed during the work day except for the purpose of protecting the Daily Flight Schedule when such changes are required because of schedule interruptions caused by weather, mechanicals or other factors outside the direct control of the Company. Any changes under this paragraph may require the alteration of several flights for the day. Such changes will be considered vacated flights. When it is necessary to assign a Bid Flight Attendant to such a vacated flight(s), the order of assignment in K.1.e.(4)(d) below shall apply.

      (2) The Company shall maintain crew identity unless all Reserve, Airport Reserve and Standby Reserve Flight Attendants have been utilized in which case the assignment of flights shall be offered to Bid Flight Attendants in order of seniority. It is further understood that a Bid Flight Attendant shall be released for the day, if there is no addition to her/his schedule assigned within fifteen (15) minutes of the block-in of her/his last flight. Such assignment may have a departure time more than fifteen (15) minutes after the block-in of her/his last flight.

SECTION 7: HOURS OF SERVICE

(3) The initial daily departure and arrival times as they appear on the original bid grouping of a Bid Flight Attendant may be extended to a maximum of thirty (30) minutes at each end, departure and arrival.

(4) Crew Scheduling may swap a bid crew's scheduled flight provided that the swapped crew(s) return to their domicile is within thirty (30) minutes of their original schedule.

(5) None of these changes shall be solely for Company convenience.

c. It is understood and agreed that when a Bid Flight Attendant is in position to fly any portion of her/his original trip(s) which operates, she/he will fly that original routing except as provided in J.1.b.(2) and J.1.b.(4) of this Section.

2. International

The published schedule of any International Flight Attendant may be changed with her/his consent. Absent consent, a Flight Attendant shall be reassigned only in the following manner:

a. Day Before the Work Day

(1) A Flight Attendant may be reassigned to another flight(s) in place of a flight(s) projected on her/his published schedule that has been rescheduled in such a manner that the original flight(s) could not be flown as originally scheduled, provided, the initial departure and final arrival at domicile times as they appear on the published schedule of a Flight Attendant is extended no more than a maximum of thirty (30) minutes at each end, departure and arrival.

(2) A Flight Attendant may be reassigned to another flight(s) in place of a flight(s) projected on her/his published schedule that has been canceled, provided, the initial departure and final arrival at domicile times as they appear on the published schedule of a Flight Attendant is extended no more than a maximum of three (3) hours at each end, departure and arrival.

(a) On 2-day groupings the three (3) hours specified in paragraph (2) above shall apply to the published grouping. (e.g. the initial departure and final arrival at domicile times as they appear on the published schedule of a Flight Attendant is extended no more than a maximum of three (3) hours at each end of the pairing or grouping, departure and arrival.)

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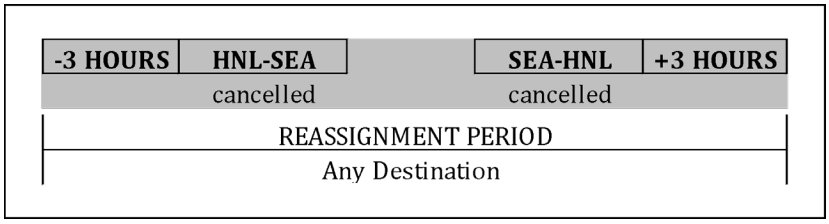
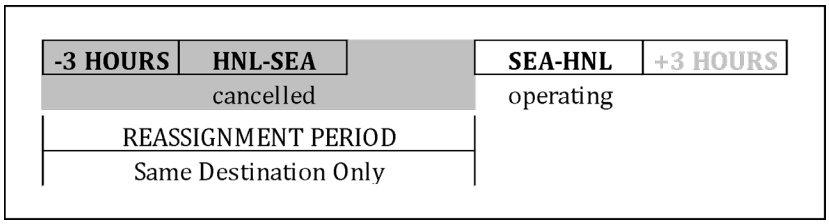
EXAMPLES:

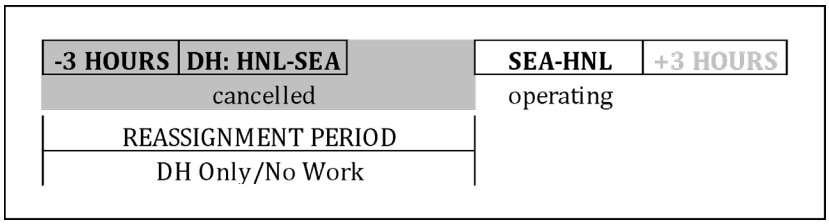
EXAMPLE #1



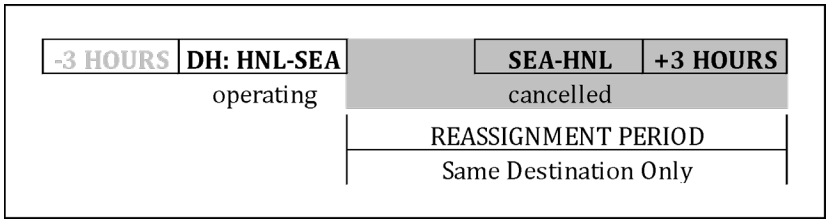
EXAMPLE #2



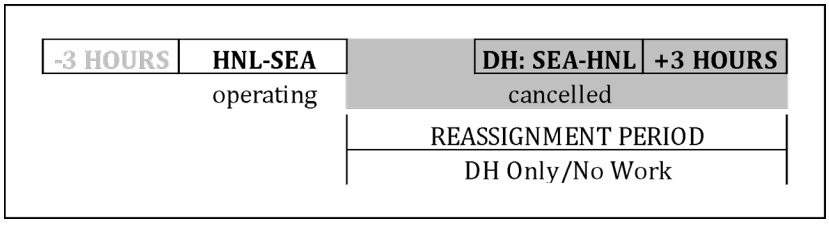
EXAMPLE #3



EXAMPLE #4



EXAMPLE #5

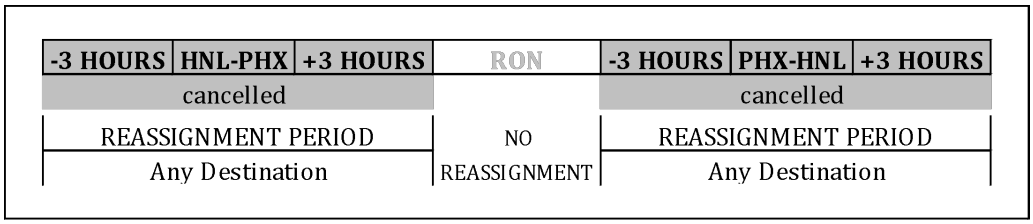


(b) On 3-day or longer groupings the three (3) hours specified in paragraph (2) above shall apply to each published trip (e.g. the initial departure and final arrival times as they appear on the published schedule of a Flight Attendant

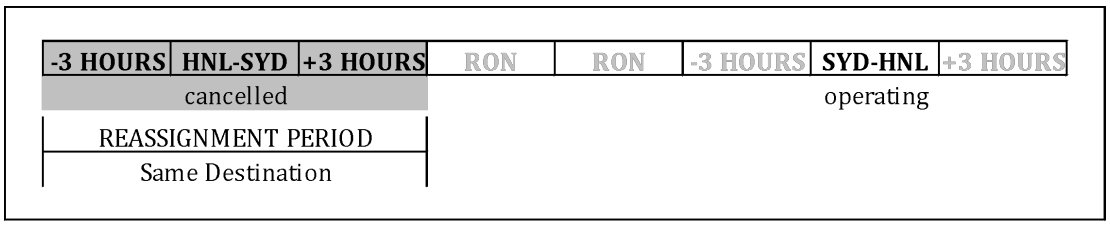
is extended no more than a maximum of three (3) hours at each end of the trip, departure and arrival.)

EXAMPLES:

EXAMPLE #1 – 3 DAY GROUPING

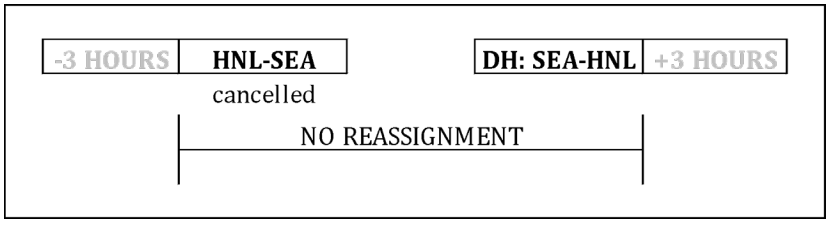


EXAMPLE #2 – 4 DAY GROUPING



(c) These provisions do not apply when an outbound segment is cancelled and the return segment is a scheduled deadhead; in such an instance the Flight Attendant will be removed and pay protected from the originally published bid schedule.

EXAMPLE:



(d) A deadhead segment shall not be converted to a working segment.

(3) Such reassignments and/or extensions for Bid Flight Attendants must be made prior to 1700 hours of the day preceding the workday and must be printed on the Daily Flight Schedule.

(4) Crew Identity

(a) Bid Flight Attendants shall be reassigned or scheduled in a manner which maintains the crew as a single identity. However, in the case of an equipment substitution where the substituted aircraft requires a smaller crew than the original aircraft, the crew shall be determined in accordance with 7.AC.

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(b) The Company will make every effort to maintain crew identity when scheduling Bid Flight Attendants for make-up as provided in Paragraph J.2.a.(2) of this Section. In the event this is not possible, make-up shall be offered in seniority order and assigned in inverse seniority order.

b. During The Work Day

(1) The schedule of any Flight Attendant may be changed to protect the Daily Flight Schedule when such changes are required because of schedule interruptions caused by weather, mechanicals or other factors beyond the control of the Company. Schedule changes in these cases are limited only by the flight time and duty time limitations in this Section and Section 3.M. None of these changes will be solely for Company convenience. Notwithstanding the foregoing, the schedule of a Reserve Flight Attendant may be altered and/or added to for any reason up to the flight time/duty time limitations of this Section and Section 3.M. of this Agreement. However, a Flight Attendant shall be released for the day if there is no addition to her/his schedule assigned within fifteen (15) minutes of the block-in of her/his last flight. Such assignment may have a departure time more than fifteen (15) minutes after the block-in of her/his last flight.

(2) The Company shall maintain crew identity unless all Reserve, Airport Reserve and Standby Reserve Flight Attendants have been utilized in which case the assignment of flights shall be offered to Bid Flight Attendants in order of seniority. It is further understood that a Bid flight attendant shall be released for the day, if there is no addition to her/his schedule assigned within fifteen (15) minutes of the block-in of her/his last flight. Such assignment may have a departure time more than fifteen (15) minutes after the block-in of her/his last flight.

c. In all cases, it is understood and agreed that when a Bid Flight Attendant is in position to fly any portion of her/his original trip(s) which operates, she/he will fly that original routing, unless otherwise provided under Section 3.D. or in Paragraph d. below.

d. Crew Reassignment at a Non-Domicile Location

(1) A Flight Attendant crew may be reassigned at a non-domicile location provided their originally scheduled flight(s) is canceled or the crew is illegal to work their originally scheduled flight(s), and another Flight Attendant crew is either illegal or out of position to work their scheduled flight(s) from the same non-domicile location.

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(2) If a Flight Attendant crew can be reassigned to work another flight(s) at a non-domicile location in accordance with Paragraph (1) above, the following shall apply:

(a) The reassigned flight(s) must be in the same direction as the Flight Attendant crew's originally scheduled flight(s) or may be direct to the Flight Attendant crew's domicile, and

(b) The reassigned flight(s) must contain the same or fewer working segments as the originally scheduled trip(s), and

(c) The reassigned flight(s) must return the Flight Attendant crew to their domicile no later than twenty-four (24) hours after their originally scheduled return to domicile.

(3) In addition to all other applicable compensation, a Flight Attendant crew who receives a non-domicile reassignment shall be paid and credited for both the reassigned flight(s) and their original grouping. However, Section 3, Paragraph R.3.a. (Duty Extension) shall not apply.

(4) If working a non-domicile reassignment causes a Flight Attendant to fall below her/his minimum number of days off, the minimum days off will be restored and she/he shall be paid and credited with the published time of the grouping(s) she/he is removed from on the day(s) off returned. For the purpose of this Paragraph, if the Flight Attendant has voluntarily reduced her/his minimum days off in accordance with Section 7, Paragraph H., her/his minimum days off will be restored to that reduced number.

3. Notwithstanding J.1. and 2. above, the Flight Attendant has the option to make up missed/canceled trips in either International or Interisland Flying.

K. Order of Assigning Open Flying

1. <u>Uncovered groupings two or more days prior to departure.</u>
<u>Open Time will be processed at 1800 HST daily for awarding uncovered groupings two (2) or more days prior to departure per 12.N.2.a-c. and 12.O. Open Time will be awarded in seniority order to Bid and GDO Flight Attendants who have submitted Open Time requests for pick-ups, drops, exchanges, or make-up.</u>

2. <u>Uncovered groupings day before departure</u>

a. <u>Crew Scheduling shall award/assign open groupings to Flight Attendants in order of seniority on a daily basis per Section 12.N.3. as follows:</u>

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(1) Assigned to a Bid Flight Attendant in inverse order of seniority for make-up of canceled flights as provided in Sections 7.J.1., 7.J.2. and 3.S.

(2) Trip Request:
Awarded in order of seniority to Bid and GDO Flight Attendants who have submitted Trip Requests for pick-ups or exchanges including Flight Attendants who are available for time make up as provided for in this Agreement.

3. On a daily basis, all groupings departing the next day which remain uncovered after the processing of trip requests will be covered as provided for below.

   a. Assigned to Part Time Flight Attendants to maintain their active status by flying once per year on available work days.

   b. Awarded or assigned to Reserve Flight Attendants (both full and part time) as outlined in Section 8.K.

   c. After Reserve self-assignment, and after Crew Scheduling has completed the Standby list, assigned to unassigned Reserves.

   d. After a.-c. above, assigned to Reserve Flight Attendants with non-red circle days off that may be cancelled as provided in Section 8.F.4.

4. Assignment of Vacated Flights on the Daily Flight Schedule

   a. Interisland

      (1) Assignment of vacated flights shall be based on what is known of the Daily Flight Schedule at the time of the assignment.

      (2) Assignment of a vacated trip should not cause disruption in the Flight Attendant's schedule including the next day. However, Crew Scheduling may disrupt a Flight Attendant's schedule when there are no other available Reserve or Interisland Reserve Desk Flight Attendants.

      (3) Bid and Reserve Flight Attendants may volunteer for add-on at time of check-in for duty on a daily basis. Flight Attendants who have volunteered with Crew Scheduling to be placed on the add-on list shall not decline a vacated flight assignment. Bid Flight Attendants who volunteer for add-ons shall not be relieved from trips if their projected credited time (including add-ons) exceeds ninety (90) hours. This provision shall not apply to Flight Attendants who volunteer for add-ons as a way to “make up” time (i.e., vacation, sick leave, leave of absence, AFA leave of absence, etc.).

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(4) Vacated trip(s) on the Daily Flight Schedule shall be covered or assigned in the following order:

(a) Assigned to a Standby Reserve Flight Attendant with a minimum call out time of two (2) hours.

(b) If fewer than two (2) hours remain prior to check-in for an uncovered interisland grouping, Crew Scheduling shall assign early morning departures to an Interisland Reserve Desk Flight Attendant or by adding on to a Reserve Flight Attendant's schedule.

(c) A Reserve Flight Attendant who is on break between trips in inverse seniority order.

(d) When Crew Scheduling has exhausted the above procedures, the vacated flight shall be assigned to the Flight Attendants ending their scheduled duty period (including Interisland Reserve Desk Flight Attendants) no less than twenty-five (25) minutes and no more than two (2) hours prior to the departure of the vacated flight in the following order:

i. Flight Attendants on the volunteer add-on list in order of seniority.

ii. Reserve/Interisland Reserve Desk Flight Attendants who are scheduled for less than eight (8) hours on duty in inverse seniority order.

iii. Reserve/Interisland Reserve Desk Flight Attendants who are scheduled for eight (8) hours or more on duty in inverse seniority order.

iv. Airport Reserve Flight Attendants.

v. Bid Flight Attendants whose flight has been cancelled.

(e) When a trip becomes vacated less than twenty-five (25) minutes prior to departure an Interisland Reserve Desk Flight Attendant shall be assigned to the vacated trip in inverse seniority order, unless another Flight Attendant legal and available, volunteers.

b. International
Vacancies on the Daily Flight Schedule will be filled as provided for in Section 8: Reserves

SECTION 7: HOURS OF SERVICE

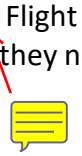
L. **Check-in Away from Domicile/Flight Attendant Request to Deadhead Earlier**
When a Flight Attendant is assigned to report for her/his first flight assignment of the day at a location other than her/his domicile, her/his on-duty period shall commence forty-five (45) minutes (Interisland)/one (1) hour and fifteen (15) minutes (International)/one (1) hour and thirty (30) minutes (MAC Charters) prior to scheduled departure for such duty or at the actual reporting time, whichever is later. If a Flight Attendant desires to travel, for personal reasons, on an earlier trip she/he will contact Crew Scheduling and will be allowed to take the earlier trip depending on the needs of the service, and her/his actual on-duty period will commence forty-five (45) minutes (Interisland)/one (1) hour and fifteen (15) minutes (International)/one (1) hour and thirty (30) minutes (MAC Charters) prior to the scheduled departure of the originally assigned trip.

M. **Proration for Leave without Pay**
For each day while on leave of absence without pay, the Flight Attendant will be charged with two hours and eighty-three hundredths (2.83) hours flight time credit for purpose of flight time limitation except as provided in the Agreement.

N. **Minimum Pay Report for Duty**
When a Flight Attendant reports for duty, she/he shall receive a minimum of two hours (2:00) pay and flight time credit.

O. **Displacement Pay**
When a Flight Attendant is requested by the Company to drop a scheduled or assigned trip or trips because of displacement for training or checking, publicity or special assignments, she/he will be paid and credited for what she/he normally would have earned, plus hourly expense allowances.

P. **Displacement by Supervisory Personnel**
Supervisory personnel may displace Flight Attendants on revenue producing trips and shall function as Flight Attendants as provided in Paragraph R. of Section 2. Flight Attendants displaced by supervisory personnel will be paid and credited for what they normally would have earned.



Q. **Insufficient Legal Rest**

1. If a Flight Attendant reports for duty and is released and is later called for duty with less time off than the rest periods provided for in this Section, the total time from her/his first reporting for duty to her/his release from all duty at the completion of the day's duty period shall be considered on-duty time as provided in Paragraph F. of this Section.

2. International

   a. The Company may request a Flight Attendant to waive her/his legal rest only at a station other than her/his domicile, and the Flight Attendant, solely, shall have the

option to waive her/his legal rest and receive compensation as provided below. No Flight Attendant shall waive legal rest at her/his domicile.

b. Compensation for Waiving Scheduled Legal Rest-International
A Flight Attendant who has received insufficient legal rest, as provided in Paragraph Q.2.a. above at a station other than her/his domicile, shall be compensated one (1) hour of pay for each half hour or fraction thereof less than the rest periods provided in this Section.

c. A Flight Attendant may waive legal rest to deadhead to her/his home domicile as provided in Section 31, Paragraph D.

3. The Company shall not discipline any Flight Attendant who refuses to report for duty because of insufficient legal rest.

R. **(INTENTIONALLY LEFT BLANK)**

S. **Part-Time Flight Attendants**

1.

a. The Company will continue to place Flight Attendants who are on the Flight Attendants System Seniority List as of September 1, 1977 on part-time status up to a maximum of five (5). These Flight Attendants will be known as part-time Flight Attendants.

b. A Part-Time Flight Attendant shall keep the Company advised of the periods when she/he is available for duty. Where her/his availability schedule changes, the Vice President of In-Flight Services must be verbally notified immediately, followed by written confirmation of such schedule change. Such Flight Attendant will not be assigned to duty unless all available full-time Flight Attendants have been assigned as provided in Paragraph K.1.a. of this Section.

c. Part-time Flight Attendants will be scheduled or assigned to duty in order of their seniority, except as otherwise provided in this Section. In any month where a part-time Flight Attendant is paid the full-time minimum guarantee (as specified in Paragraph B of Section 3) or more, she/he will be retroactively designated full-time for that month.

2. All part-time Flight Attendants shall receive twelve (12) days off per month. These days off shall be assigned by Crew Scheduling according to the Flight Attendant's availability schedule.

3. A Flight Attendant on part-time status shall not be required to accept return to full-time status except as provided in Section 16 paragraph G.

SECTION 7: HOURS OF SERVICE

4.

a. In the event a full-time Flight Attendant desires to work as a part-time Flight Attendant she/he will be placed in this capacity not more than twice in any calendar year as long as there are no more than five (5) Flight Attendants on part-time status, and provided that such assignment does not require the Company to hire an additional Flight Attendant. A Flight Attendant desiring part-time status will give an approximate time period in which she/he desires to remain on part-time status. This paragraph will apply only to full-time Flight Attendants on the Flight Attendant Seniority List as of September 1, 1977.

b. Upon her/his desire to return to full-time status, she/he must give the Company at least thirty (30) days written notice, and shall be placed in the capacity of full-time Flight Attendant on the date she/he requests.

5. The Company may offer full-time status, at the Honolulu domicile, to all part-time Flight Attendants in order of seniority for the months of June, July and August. These full-time positions shall not be considered as vacancies available for bid at the Honolulu domicile. Said Flight Attendants shall be returned to part-time status beginning September 1 of that calendar year.

6. Nothing herein shall preclude any part-time Flight Attendant from exercising her/his seniority to fill a permanent vacancy at any domicile as provided in Section 14.

T. **Maximum Landings – Interisland**
A Flight Attendant shall not be scheduled for more than ten (10), nor rescheduled or required to make more than eleven (11) landings during any duty period.

U. **Interisland Meal Break**

1. When a Flight Attendant reports for interisland duty at HNL, the Company shall provide her or him a light meal/snack (content of meals to be arrived at by mutual agreement between the Company and the MEC).

2. When a Flight Attendant is scheduled to be on duty in excess of eleven (11) hours, her/his flight groupings shall be arranged in such manner so as to provide a minimum of one (1) hour meal break between the end of the third hour (180 minutes) and the end of the sixth hour (360 minutes) of duty and where meal (restaurant) facilities are available. It is further understood that if such meal break becomes less than forty-five (45) minutes, an adequate box lunch will be provided by the Company at the station where the meal break was scheduled.

V. **Boarding Aircraft**

SECTION 7: HOURS OF SERVICE

1. Interisland
   No Flight Attendant shall be required to board an aircraft or perform any Flight Attendant duties more than thirty (30) minutes prior to the scheduled time of departure of her/his initial assigned flight of the day unless it is within her/his scheduled on-duty period and twenty-five (25) minutes on all subsequent flights that day. However, it is understood that the Airport Reserve Flight Attendant will be utilized where available to relieve the incoming crew of a flight if the outgoing crew is on their meal break. Further, it is understood that the outgoing crew will board the aircraft no later than ten (10) minutes prior to departure.

2. International
   No Flight Attendant shall be required to board an aircraft or perform any Flight Attendant duties more than one (1) hour prior to the scheduled time of departure of her/his initial assigned flight of the day unless it is within her/his scheduled on-duty period.

3. Foreign Destination Check-In Grace Period

   a. A Flight Attendant who is more than fifteen (15) minutes late checking in for a foreign destination flight requiring a General Declaration (Gen Dec) may be replaced or kept on the flight, at the company's discretion.

   b. The Flight Attendant will be charged with a late check-in whether the Flight Attendant is removed or takes the flight; if removed from the flight the removal is without pay and credit.

   c. The lost time may be removed from the Flight Attendant's schedule and she/he may elect to have the days unblocked and pick up open flying through applicable open flying processes.

W. **International**
Notwithstanding other provisions of this Agreement, a Flight Attendant on a layover may be scheduled during that layover to a trip if the Company acquires additional flying after the bids have been awarded. The following conditions shall apply:

1. If the flying is known before she/he departs her/his domicile she/he shall be notified when the flying becomes known;

2. If additional flying is not known before a Flight Attendant departs her/his domicile, she/he shall contact Crew Scheduling once a day, at a predetermined time, and shall receive a minimum 24 hours notice of such additional assignment;

SECTION 7: HOURS OF SERVICE

3. The Flight Attendant must receive a legal rest before and after the additional assignment; and

4. Whenever possible, the additional assignment must not disrupt the Flight Attendant's scheduled trip.

X. **End of Month Legalities**

A Flight Attendant who flies a round trip at the end of the month which overlaps into the new month shall have the time credited as follows:

1. The two months shall be divided at 1000Z.

2. All trips which begin in the old month shall be credited to the old month. All trips which begin in the new month shall be credited to the new month.

3. To resolve trip conflicts between the old and the new month a Flight Attendant shall have the opportunity to make herself/himself legal by trip trading with another Flight Attendant or with open trips. If she/he has not made herself/himself legal she/he shall fly out the old month and be removed from the conflicting trip(s) in the new month.

4. A Bid Flight Attendant who has been removed from a conflicting trip(s) in the new month, as provided in 3. above, shall be available to make up the lost time during the month in which the time is lost. The Company may schedule the Flight Attendant for make-up trips only during the same period of the dropped trip; however, if the time is not available her/his bid line value shall not be affected. A Bid Flight Attendant making up time may fly open trips subject to the following provisions:

   a. She/he must be legal to take the trip in accordance with the limitations specified in this Agreement.

   b. She/he must be available to the extent that Crew Scheduling can contact her/his sufficiently in advance of the trip. It shall be the responsibility of the Flight Attendant to contact Crew Scheduling between 1600-2100 hours (Local Domicile Time), on the day preceding a make-up day to verify her/his flight schedule.

   c. The operation of the trip must not interfere with her/his regular schedule or cause the displacement of any other Flight Attendant from her/his regular schedule after posting of the Daily Flight Schedule. A Bid Flight Attendant who is eligible to fly an open trip under these provisions shall, in order of seniority, be given preference over all Reserve Flight Attendants.

Y. **<u>Bid Flight Attendants Not Required to Check Out</u>**

Bid Flight Attendants are not required to check out with Crew Scheduling at the end of their duty period.

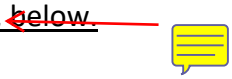
SECTION 7: HOURS OF SERVICE

Z. Non-Published International Charter Flights

1. The definition of a non-published charter is an International charter flight that is not included/published in the monthly bid packet for Flight Attendants. The flight(s) shall be made into a flight grouping prior to being offered to Flight Attendants.

2. Notification
As soon as a non-published charter is confirmed and assigned to a domicile, Crew Scheduling shall notify all Flight Attendants in the domicile of the charter via an electronic notification. The notification shall include the charter grouping number and destination, and either a deadline to submit a request for the charter or if the charter will be made available through open time as provided by Section Z.4.b., below. Flight Attendants shall be provided the grouping information listed in Section 10.B.3., and, if possible, information about the type or purpose of the charter.

3. Awarding a Charter Confirmed Four (4) or More Days Prior to Departure
If a charter is confirmed four (4) or more days prior to the date of departure, Flight Attendants shall have a minimum of forty-eight (48) hours to request the charter beginning from the time of the electronic notification. At the end of the forty-eight (48) hour request period, the charter will be awarded in seniority order to those Flight Attendants who have submitted a request to pick up or trade one or more of their trips to be awarded the charter, as provided by paragraph Z.6., below.



4. Awarding a Charter Confirmed Less Than Four (4) Days Prior to Departure

   a. If a charter is confirmed less than four (4) days prior to the date of departure, Flight Attendants shall have twenty-four (24) hours to request the charter, provided the twenty-four (24) hour request period ends at or before 0900 HST the day prior to date of departure. At the end of the request period the charter will be awarded in seniority order to those Flight Attendants who have submitted a request to pick up or trade one or more of their trips to be awarded the charter, as provided by paragraph Z.6., below.

   b. If the twenty-four (24) hour request period extends beyond 0900 HST the day prior to date of departure, the charter will be placed into open time once the electronic notification is sent, and awarded/assigned as provided by Section 12.N.

5. In the event there are insufficient Flight Attendants who accept the charter assignment, open flying procedures will be implemented.

6. In all cases, it is understood that a Bid Flight Attendant may, at her/his option, accept the charter either as an additional flight or as a trade/exchange for one or more of her/his scheduled flight(s), and shall notify Crew Scheduling of her/his choice. A Bid

SECTION 7: HOURS OF SERVICE

Flight Attendant who has traded her/his bid flight(s) for a charter shall not have her/his bid run guarantee (line value protection) adjusted if the time difference between the charter flight and her traded/exchanged flight(s) is one (1) hour or less. In any event, if a Flight Attendant's total pay and credit at the end of the month is within one (1) hour of her/his published bid time, there shall be no adjustment to her/his bid run guarantee (line value protection).

7. A Reserve Flight Attendant may request and be awarded a charter on her/his GDOs in accordance with paragraphs 3. and 4., above and Section 8.

AA. **B-767 Flying Interisland**

1. Must be part of a published international grouping limited to a maximum of one interisland roundtrip and duty periods limited to no more than twelve (12) hours on duty.

2. No interisland segment(s) will be flown before or after an augmented or ER segment or after a "Backside of the Clock" segment or any segment requiring customs clearance.

3. If international grouping originates with interisland segment, check-in will be one hour and fifteen minutes (1:15) prior to departure.

4. Interisland segments flown as part of international groupings will be staffed with a minimum of six (6) flight attendants.

5. Only reserves on the international grouping or standby or airport reserves may be used to cover an equipment substitution on such interisland segments.

6. Total interisland usage can be no greater than one (1) aircraft line of flying.

7. Flight Attendants with cancelled or missed interisland segments under this provision will not be subject to reassignment or make-up.

8. Should the standard interisland service prove problematic or difficult to complete on wide-body aircraft, the Company and the Union agree to meet and develop a service that can be delivered safely and professionally.

AB. **The rest provisions in this Agreement will apply to Company Business (COB) as follows:**

1. Any on-duty or Reserve duty period must be scheduled to end by 2400 the calendar day prior to the COB day.

SECTION 7: HOURS OF SERVICE

2. Rest provisions required in this Agreement will not apply to the time period prior to the start of the COB for purposes of Preferential Bidding and for any schedule changes made after the final awards are published.

3. Following the COB all required rest provisions prior to the start of any subsequent on-duty or reserve duty period will remain in force and be applicable.

AC. **Equipment Substitutions**

1. When an equipment downgrade occurs in domicile and it is known that the round trip will be flown with downgraded equipment, the affected Flight Attendant(s) will be removed from the trip and pay protected.

2. In the event of equipment substitution the affected Flight Attendant(s) in excess of the required crew, pursuant to Section 7.C.2, will be removed or converted to deadhead status;

3. The affected Flight Attendant(s) will be offered a passenger seat if available;

4. The affected Fight Attendant(s) will have first priority for a first-class seat if available, consistent with Section 31.E.;

5. Affected deadheading Flight Attendant(s) will not be required to occupy a jumpseat;

6. In the event no seat is available, and the company elects to have the affected Flight Attendant(s) work the downgraded flight instead of deadhead, the affected Flight Attendant(s) will be paid double time.

Example #1
A HNL crew of eight (8) Flight Attendants is scheduled to operate a PHX RON on an A330. Due to aircraft availability, the round-trip flight is downgraded to an A321, with a minimum crew of four (4) Flight Attendants. The assignment of the flight will be offered in order of seniority and assigned in inverse seniority order. The crew in excess of the minimum crew, as provided by Section 7.C.2., will be removed from the grouping and pay protected.

Example #2
A HNL crew of eight (8) Flight Attendants is scheduled to operate a PHX RON on an A330. Due to aircraft availability, the outbound flight is downgraded to an A321, with a minimum crew of four (4) Flight Attendants. The return flight, PHX-HNL, will remain on an A330. The assignment of the HNL-PHX flight will be offered in order of seniority and assigned in inverse seniority order. The crew in excess of the minimum crew, as provided by Section 7.C.2., will be converted to deadhead status, and shall be entitled to the

SECTION 7: HOURS OF SERVICE

provisions of 7.AC. 3.-6., above. The deadheading Flight Attendants will resume their schedule and operate the PHX-HNL return trip.

SECTION 7: HOURS OF SERVICE

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SECTION 8: RESERVES

A. Reserve Categories

1. "Reserve" means a Flight Attendant who is awarded a Reserve run and performs Reserve duty in both International and Interisland operations. A Reserve may only be assigned flights in one (1) operation within a single duty period. A Reserve, when flying in either operation, will follow the respective rules and pay for that operation with the following exceptions:

    a. Exceeding seven (7) hours flying time in twenty-four (24) hours (Section 7.D.1.c.) will not apply when a Reserve is assigned to fly an International grouping.

    b. The thirty (30) hours duty limitation during any seven (7) consecutive days (Section 7.C.3.a.) will not apply and Reserves shall not be scheduled to fly in excess of thirty-five (35) hours during any seven (7) consecutive days.

    c. Twelve (12) hours domicile rest following a grouping will apply for a Reserve unless more rest is required before and/or after an International grouping (e.g., Sections 7.D.2. and 7.F.2.b.(6)).

2. "Airport Reserve" means a Reserve Flight Attendant who is assigned to duty at the airport without a specific flight assignment for the purpose of covering an International grouping in order to prevent a delay. An Airport Reserve may be assigned to an inter-island flight only after the Interisland Airport Reserves have been assigned.

3. "Interisland Airport Reserve" means a Flight Attendant who has been awarded, picked up, or been assigned to an Interisland Airport Reserve Desk grouping for a specific period of time to cover an Interisland flight(s) in order to prevent a delay.

4. "Standby Reserve Flight Attendant" means a Reserve Flight Attendant who is legal to fly and who is assigned to a Reserve Availability Period, (RAP) as provided for in paragraph P. below, on the Daily Flight Schedule. All such Flight Attendants shall be listed on the Daily Flight Schedule in their callout order together with their assigned RAP, including the specific times such periods will begin and end.

B. Reserve Monthly Maximums

1. Reserves

    a. Eighty-five (85) credited hours will constitute the monthly maximum for a Reserve on her/his Reserve duty days. Such Reserve shall have the option of extending her/his monthly maximum credited hours to ninety-five (95) hours/ one hundred (100) hours on her/his Reserve duty days.

    b. A Reserve Flight Attendant may voluntarily exceed eighty-five (85) or ninety-five (95) credited hours by picking up additional flying from another Flight Attendant or Open

SECTION 8: RESERVES

Time on a red circle day(s) off. Such flying shall be paid and credited over and above the greater of her/his monthly guarantee or her/his monthly credited hours. If the red circle day off is preceded by a day of Reserve duty, the Reserve Flight Attendant shall not be permitted to pick up a trip that reports prior to 1200. However, if the red circle day off is preceded by another day off (red circle or non-red circle), the Reserve Flight Attendant shall be permitted to pick up any grouping which does not conflict with her/his next scheduled day of Reserve availability (a day of Reserve availability begins at 0001 LDT). If picking up a grouping causes the Reserve to be scheduled for more than six (6) consecutive days of work, she/he will be deemed to have waived her/his entitlement to one (1) calendar day off in that seven (7) or more consecutive day period. Such Flight Attendant shall be ineligible for the compensation provisions of Section 7.G. (double pay) for any hours over ninety-five (95) and she/he shall be required to maintain her/his minimum days off in accordance with Section 7.H.1. Further, such Flight Attendant shall not be eligible for the trip(s) dropping provisions in Section 7.B.3., and will be expected to remain available to complete all such flying.

2. Upon reaching their monthly maximum, Reserves are released from further Reserve duty for the month, unless they are willing to voluntarily exceed the maximum and the Company determines they are needed to fly more time. Reserves who desire not to exceed 85 hours, or who wish to call out of time after exceeding 85 hours, must notify Crew Scheduling no later than 0900 the day prior to her/his duty day. Such notification will be made by indicating such desire in the automated trading system.

C. **Assigning of Open Flying to Reserve Flight Attendants**

1. Reserve Flight Attendants will be assigned to open flying on a daily basis in order of seniority and according to their individual preferences as provided in Section 8 J. 2. & 4.

2. If a Flight Attendant is released from duty after 0030 in domicile, she/he shall not be required to accept another duty period in the same calendar day.

D. **Reserve Duty at The Airport**

1. Interisland Airport Reserve Desk Flight Attendant

a. The Company will have Flight Attendants on Reserve duty at the airport to cover vacated trips and disruptions in the flight schedule. An Interisland Airport Reserve Desk Flight Attendant will not be utilized unless the Crew Scheduling Office is unable to assign the vacated trips to a Standby Reserve Flight Attendant in time to make the flight, except when the trip is vacated for a drug/alcohol test. The names of Interisland Airport Reserve Desk Flight Attendants and the periods of their Reserve duty will be printed on the Daily Flight Schedule and shall cover a whole flight day schedule.

SECTION 8: RESERVES

b. Interisland Airport Reserve Desk Flight Attendants will be assigned flights as provided in Paragraph 7.K.1.e. in order of inverse seniority.

c. There shall be a minimum of two (2) Interisland Airport Reserve Desk groupings scheduled per day and a minimum of two (2) Flight Attendants scheduled for each grouping. Interisland Airport Reserve Desk groupings and the Flight Attendants assigned to such groupings shall be printed on the Daily Flight Schedule. Interisland Airport Reserve Desk duty shall not be assigned to any Flight Attendant printed on the Daily Flight Schedule. This shall not preclude Crew Scheduling from assigning a Standby Flight Attendant to a vacated grouping of Interisland Airport Reserve Desk duty.

d. Flight Attendants who have been assigned Interisland Airport Reserve Desk will not be used to cover International flying.

2. Airport Reserve Flight Attendants

a. The Company may schedule Reserve Flight Attendants to Airport Reserve duty. Such duty shall be scheduled for four (4) hours from report to release. The duty periods, along with the names of the Reserves assigned to such duty shall be printed on the Daily Flight Schedule. Nothing herein shall restrict Crew Scheduling's ability to replace an Airport Reserve with a Standby Reserve.

b. Duty time for an Airport Reserve shall begin upon scheduled report time at the airport and will continue until the scheduled report time of an assigned grouping/trip, the actual time of assignment to a delayed grouping/trip, or until released for the applicable domicile rest provided in Section 7. However, if an Airport Reserve is assigned a grouping that is scheduled to report prior to her/his initial report time at the airport, she/he shall begin accruing duty time as if she/he reported for that grouping. The combined duty time for Airport Reserve and an assigned trip shall not exceed fourteen (14) hours (twelve (12) hours if assigned in the Interisland operation).

c. If there are two (2) or more Airport Reserves on duty, and a flight assignment becomes available, it shall be assigned as follows:

(1) Flight Attendant is legal for the assignment.

(2) All legal Flight Attendants will be offered the assignment in seniority order and assigned in inverse seniority order.

(3) If there are multiple Airport Reserve periods (e.g. 1000, 1100, 1300) then the assignments will be done on a “first in, first out” basis, to the Airport Reserves who are legal for the assignment.

SECTION 8: RESERVES

d. If an Airport Reserve is assigned a grouping, such grouping must be scheduled to depart no later than six (6) hours from the commencement of the Airport Reserve duty.

e. An Airport Reserve Flight Attendant will not be utilized unless the Crew Scheduling Office is unable to assign the vacated grouping to a Standby Reserve Flight Attendant in time to make the flight.

f. Airport Reserves may be assigned to an Interisland flight only after the Interisland Airport Reserves have been assigned. Once assigned to an operation the Airport Reserve must finish the day in that operation. The only exception to this rule is the Airport Reserve may be given a boarding assignment in either operation.

3. Airport Reserve Coverage for Augmented Flights
The Company, at its option, shall schedule no more than one (1) Reserve Flight Attendant to Reserve duty at the airport to cover an augmented flight. The Reserve Flight Attendant, her/his period of Airport Reserve duty and the flight she/he is covering shall be printed on the Daily Schedule. An Airport Reserve Flight Attendant's duty period shall be four (4) hours, beginning at the time the augmented crew is scheduled to check in. Such Reserve Flight Attendant may be placed only on the augmented flight if necessary to keep the flight augmented.

4. Reserve Coverage for Boarding Flights

a. A Reserve Flight Attendant ending a duty period may not be assigned to board a flight unless she or she is assigned to work the flight.

b. Only Flight Attendants who have been assigned Interisland Airport Reserve Desk may be assigned to board an interisland flight without being assigned to work the flight being boarded. As an exception to (a) above, Airport Reserves and Inter-island reserve desk FA's may be assigned to board a flight without being assigned to work the flight being boarded.

c. Inter-Island Airport Reserve Flight Attendants may not be assigned to board an International Flight.

E. **Standby Reserve Flight Attendants**

1. A Standby Reserve Flight Attendant shall be on call for flight or Airport Reserve duty only during her/his scheduled RAP and shall be prepared to report for such duty within a reasonable time not to exceed three (3) hours (two (2) hours Honolulu domicile for interisland groupings only) after receiving notice for such duty. A Standby Reserve Flight Attendant shall be reasonably available to be called for an assignment during her/his scheduled RAP but shall not be required to Standby at home during these hours

providing the Flight Attendant keeps Crew Scheduling advised of her/his contact number or whereabouts.

2. A Standby Reserve Flight Attendant will not be assigned to a duty period unless such duty period commences within two (2) hours after the end of her/his RAP. Once a Standby Reserve Flight Attendant is assigned to a duty period, she/he is released from further Standby duty that day. However, if the Company is able to make positive contact with the flight attendant (not a message or the like), the Company may change her/his assignment provided that the new assignment is within the same operation (Interisland or International) as the original assignment.

3. Should a Standby Reserve Flight Attendant not be at her/his listed telephone number, she/he will keep the Crew Scheduling Office advised of her/his contact number and be prepared to report for flight duty as provided in Paragraph E.1. above.

4. Standby Duty Limits
A Reserve's RAP will not exceed a maximum of twelve (12) hours. If a Flight Attendant is not assigned to a duty period during her/his Standby period, she/he will be free from all duty for a period of twelve (12) hours.

5. The Company shall ensure adequate Standby coverage to protect the integrity of the operation.

6. Once a Standby Reserve Flight Attendant has been assigned to duty, she/he shall be considered "assigned" as provided in Section 3, Paragraph T.

7. A Standby Reserve Flight Attendant may, when operationally practical, be released from duty for a period of time for the purpose of conducting personal matters. Once it is determined that a Standby Reserve Flight Attendant is no longer required, she/he will be released for the day.

F. **Days Off in Domicile**
A Reserve Flight Attendant shall have a minimum of twelve (12) calendar days off each month at her/his domicile.

1. Subsequent to receiving her/his bid award, a Reserve Flight Attendant, at her/his sole option, may waive her/his minimum days off down to six (6) days off per month.

2. All scheduled periods free from duty (days off) shall be at the Reserve Flight Attendant's domicile unless otherwise requested by the Flight Attendant.

3. Additionally a minimum of eight (8) days off will be considered red circle days off and will not be subject to change by the Company. Red circle days off will be bid and awarded in patterns of 2/2/2/2, 2/2/4, 2/3/3, 3/5, 4/4, 2/6 or 8. A Reserve Flight

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Attendant is not subject to recall on her/his red circle days off unless she/he volunteers for recall.

4. Non-red circle days off may be changed by Crew Scheduling as a last resort, in order to assign a trip, provided the Flight Attendant is given notice of the change by noon of the previous day. When such a change occurs the Flight Attendant will be given another day off in return and, if possible, it will be a day off of her/his preference. This day off will then become an additional red circle day off. A Reserve Flight Attendant who is not given notice by noon of the previous day shall be guaranteed pay and credit for not less than four (4) hours as provided in Section 7.I.

G. **Reserve to Notify Scheduling if Leaving Interisland Lounge**
Reserve Flight Attendants on a break between Interisland flight assignments shall notify Crew Scheduling if they are going to leave the Flight Attendant Lounge.

H. **Reserve Check Out**
Reserve Flight Attendants shall check out with Crew Scheduling at the end of their duty period. A Reserve Flight Attendant ending a duty period may only be assigned to board a flight if she or he is assigned to work that flight.

I. **Proration of Reserve Days Off**
Any proration of a Reserve's days off will be in accordance with the Prorated Absence Table in Section 10.O.

J. **Reserve Self-Assignment Bidding for Next Day Departure**

1. Open Trips will be frozen at 1330, local domicile time, until completion of the process set forth in Section 8.O. ("Rescinding of Self-Assigned Grouping to Cover LQ or 4+ Day Groupings"). No groupings will be added or withdrawn during this period.

2. Reserves may submit the following preferences, in priority order, for groupings in Open Time by 1330 for groupings which report on the following calendar day:

   a. Specific groupings, including Interisland Reserve Desk

   b. Flight Numbers

   c. LQ Service (if available)* (dependent on FLiCA programming ability)

   d. LQ Lead* (dependent on FLiCA programming ability)

   e. Stations

   f. Length of trip (number of days)

   g. Number of landings (Interisland)

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h. Interisland

i. International

j. Check-in times

k. Check-out times

l. International Airport Reserves

**if not possible as a preference, then indicated in grouping#*

3. For preferencing purposes, Check-in and Check-out times may be combined with International and/or Interisland preferences.

4. A Reserve may indicate a preference of "Call Me First" (CMF) to be first assigned. Such preference may be indicated for the entire month or on selected days.

5. When submitting a preference, the number of days of the grouping awarded must be equal to or one day less than the Reserve Flight Attendant's number of days of availability. However, if a Reserve has six (6) or more days of availability, she or he may preference a grouping that is five (5) or more days in duration.

Examples:

Days of Availability	Allowable Preference/Award
1	1 day grouping
2	1 or 2 day grouping
3	2 or 3 day grouping
4	3 or 4 day grouping
5	4 or 5 day grouping
6 or more	5 or more day grouping

a. Adjusting Award Requirements for Reserve Self-Assignment
The company may, at its discretion and as needs of service allow, adjust the self-assignment award requirements to allow Reserves greater flexibility with the self-assignment of groupings.

(1) At least two (2) days prior to the date of departure, the company shall notify Reserve Flight Attendants that the self-assignment requirements have been adjusted. The adjustment(s) may be made for a single day of self-assignment or any number of consecutive days of self-assignment.

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(2) The self-assignment requirements may be adjusted for Reserves with a specific number of days of availability and may vary depending on a Reserve's number of days of availability.

Example: The company may allow Reserves with four (4) or five (5) days of availability to preference and be awarded two (2)-day groupings and Reserves with six (6) or more days of availability may preference one (1) day or two (2) day groupings. All other Reserves would be able to preference groupings matching their days of availability or groupings that are one (1) day less than their days of availability.

b. There is no requirement to modify the award requirements for Reserve Self-Assignment.

6. International Airport Reserve Assignment may be built as a one (1)-day pairing; however, to be awarded this assignment, a Reserve must have a minimum of three (3) days of availability.

7. Language Flight Attendants may preference non-LQ groupings. However, they may be subject to assignment to a language qualified grouping as provided in K., below.

K. **Reserve Pre-Assignment**

Prior to running the automated Self-Assignment process, Crew Scheduling will review Open Time groupings of four-or-more-days (4+) and LQ groupings and assess the Self-Assignment preferences submitted for those groupings.

1. If sufficient preferences exist to cover the 4+ day and LQ groupings in Open Time, then the Self Assignment Process will be run.

2. If an insufficient number of Reserves with availability have preferenced the uncovered LQ groupings, then any LQ groupings that were preferenced by LQ Reserves with sufficient days of availability will be awarded in seniority order and any remaining LQ groupings will be assigned in inverse seniority order to LQ Reserves with sufficient days of availability (by highest credit grouping) prior to the Self-Assignment process.

3. If an insufficient number of Reserves with availability have preferenced the uncovered 4+ day groupings, then any 4+ day groupings that were preferenced by Reserves with sufficient days of availability will be awarded in seniority order and any remaining 4+ day groupings will be assigned in inverse seniority order to Reserves with sufficient days of availability (by highest credit grouping), prior to the Self-Assignment process.

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L. **Reserve Self-Assignment Awards**

1. The Self-Assignment process will be automated and will start at 1330, local domicile time.

2. Uncovered groupings will be awarded to Reserves based on their preferences, in seniority order and days of availability.

3. Groupings which do not satisfy a Reserve's preference(s) or which do not meet the number-of-days requirement in J.5., above, will not be awarded.

4. International Airport Reserve will not be awarded unless it is specifically preferenced by a Reserve.

5. All groupings not awarded during Self-Assignment will be assigned to available Reserves in accordance with N., below.

M. **Assignment of Open LQ Positions After the Self-Assignment Process, and Prior to Publishing the Daily Flight Schedule**

If a LQ lead or service position remains uncovered prior to the publishing of the Daily Flight Schedule, the below provisions will be used to cover open LQ position(s). This process will be utilized prior to reassigning a LQ Reserve with a self-assignment grouping per O.2., below. Uncovered LQ lead positions will be assigned prior to LQ service positions.

1. The below criteria and procedures will be followed in the order listed for purposes of assigning open LQ lead positions.

   a. Appropriate LQ language
   The LQ Flight Attendant must be lead qualified in the language indicated on the open position.

   b. Preference (LQ) indicated in Self-Assignment Process:
   If a LQ lead-qualified Reserve, who is legal and available for the assignment, preferenced LQ lead in Self Assignment and was not awarded a grouping in that process, she or he will be assigned the LQ lead position. If more than one qualified LQ Flight Attendant who preferenced LQ is available for the assignment, it will be assigned in seniority order.

   c. Best fit for number of days of availability:

      (1) If no, or insufficient, Reserves are available for the uncovered position per 1.b. above, then c.(2)., below, will apply.

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(2) All LQ lead-qualified Reserves who preferenced CMF with the same number of days of availability as the grouping will be assigned in seniority order with the highest credit grouping assigned first.

(3) The LQ lead-qualified Reserve with the same number of days of availability as the grouping will be assigned. If more than one qualified Reserve has the same number of days, then the grouping will be assigned in inverse order of seniority with the highest time grouping being assigned first.

(4) If multiple LQ lead-qualified Reserves are legal, however none has the exact same number of days of availability as the grouping, then the LQ lead assignment will be made to the LQ lead-qualified Reserve with the number of days of availability which results in the least impact to reserve coverage. The assignment(s), highest credit value assigned first, will be made in inverse order of seniority within a group of qualified Reserves with the same number of days of availability.

(5) If the LQ lead position remains uncovered, Crew Scheduling may rescind the self-assignment award of a LQ lead-qualified Reserve per O.2., below to cover the position.

(6) If Crew Scheduling offers more than one LQ lead position as Recall on a grouping per Section 7.I. to appropriate LQ lead-qualified Flight Attendants, the appropriate non-LQ Flight Attendant(s) shall be pay-protected for that grouping per 7.I.2.

2. The below criteria and procedures will be followed in the order listed for purposes of assigning open LQ service positions.

a. Appropriate LQ language
The LQ Flight Attendant must be service qualified in the language indicated on the open position.

b. Preference (LQ) indicated in Self-Assignment Process:
If a LQ service-qualified Reserve, who is legal and available for the assignment, preferenced LQ in Self Assignment and was not awarded a grouping in that process, she or he will be assigned the LQ service position. If more than one qualified LQ Flight Attendant who preferenced LQ is available for the assignment, it will be assigned in seniority order.

c. Best fit for number of days of availability:

SECTION 8: RESERVES

(1) If no, or insufficient, Reserves are available for the uncovered position per 1.b. above, then c.(2)., below, will apply.

(2) All LQ service-qualified Reserves who preferenced CMF with the same number of days of availability as the grouping will be assigned in seniority order with the highest credit grouping assigned first.

(3) The LQ service-qualified Reserve with the same number of days of availability as the grouping will be assigned. If more than one qualified Reserve has the same number of days, then the grouping will be assigned in inverse order of seniority with the highest credit grouping being assigned first.

(4) If multiple LQ service-qualified Reserves are legal, however none has the exact same number of days of availability as the grouping, then the LQ service assignment will be made to the LQ service-qualified Reserve with the number of days of availability which results in the least impact to reserve coverage. The assignment(s), highest credit value assigned first, will be made in inverse order of seniority to LQ Reserves with the same number of days of availability.

(5) If the LQ service position remains uncovered, Crew Scheduling may rescind the self-assignment award of a LQ service-qualified Reserve per O.2., to cover the position.

N. **Assignment of All Remaining Uncovered Non-LQ Groupings Prior to Creating the Standby List and Prior to Publishing of Daily Flight Schedule**

1. After Self-Assignment awards are processed, all open non-LQ groupings which report the next day, including those which have become available (through sick calls, trip conflicts, illegalities, etc.), will be assigned using the process in this Section N.

2. Reserves not assigned during the Self-Assignment process in K. and L., above, will be placed into "buckets" according to their number of days of availability as follows:

Days of Availability	Reserve Bucket
1 day of availability	1-day bucket
2 or 3 days of availability	2-3 day bucket
4+ days of availability	4+ day bucket

3. Each bucket will be listed in inverse seniority order. However, any Reserves who have indicated "Call Me First" per J.4., above, will be listed first in the appropriate bucket in seniority order.

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4. Crew Scheduling will assign open groupings to Reserves in each bucket in accordance with the ordered list. Groupings will be assigned in the following order: the highest credit time groupings assigned first and the lowest credit time grouping assigned last.

Example: Reserve list for two (2)-three (3)-day bucket ordered below in inverse seniority order and five (5) uncovered two (2)- three (3)-day groupings.

Ordered 2-3 day Bucket Assignment List:			Groupings Assigned:	
Flight Attendant	Seniority #	Days of Availability	Assigned Grouping (days)	Grouping Credit
FA1	699 [Call Me First]	3	SEA (2-day)	12:35
FA2	701	3	LAS (3-day)	12:00
FA3	680	2	PDX (2-day)	11:35
FA4	670	2	PPG (2-day)	11:00
FA5	624	3	SFO (2-day)	10:40

5. The assignment of International Airport Reserve (ARC) by Crew Scheduling does not require any minimum days of availability and may be assigned to a Reserve with fewer than three (3) days of availability. International Airport Reserve will be considered the assignment with the lowest credit.

6. If there are no available Reserves in the appropriate bucket, then the grouping will be assigned to the appropriate Reserve in the next higher bucket with more days of availability.

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***Example**: Reserve list for one (1)-day and two (2)-three (3) day buckets ordered below in inverse seniority order, respecting "Call Me First" priority.*

1-day groupings to be assigned:	
LAS	12:10
LAS	12:10
LAX	11:15
Interisland	5:00
Interisland	4:50
Interisland	4:30
ARC	
ARC	

Flight Attendant	Seniority #	Days of Availability	Assigned Grouping	Grouping Credit
1 DAY BUCKET				
FA 1	699 [Call Me First]	1	LAS	12:10
FA 2	701	1	LAS	12:10
FA 3	624	1	LAX	11:15
2-3 DAY BUCKET				
FA 4	702 [Call Me First]	3	Interisland	5:00
FA 5	712	2	Interisland	4:50
FA 6	709	3	Interisland	4:30
FA 7	705	2	ARC	
FA 8	703	2	ARC	
FA 9	700	3		

7. Filling Uncovered Positions Remaining After Assignment Process in N.6. Above
If a non-LQ position remains uncovered prior to the publishing of the Daily Flight Schedule, the most junior Reserve with the appropriate reserve availability may be reassigned from a trip assigned per N.4., 5. and 6., above, if her or his assignment is fewer days than her or his period of availability. This process will be done prior to reassigning a Reserve with a self-assignment grouping per O.1., below.

O. **Rescinding a Self-Assigned Grouping to Cover a LQ or 4+ Day Grouping**
Once awarded during self-assignment in L., above, the grouping may only be removed, in inverse seniority order, after the Self-Assignment awards and prior to the publishing of the Daily Flight Schedule, in the following situations:

1. If a 4+ day grouping remains uncovered and there are no Reserves to cover it in N., above, then the most junior Reserve who was awarded a grouping of fewer days than her or his availability may have the Self Assignment award rescinded and be assigned the 4+ day grouping.

Example: Three Reserves with 5 days of availability are each awarded 4-day groupings during the Self-Assignment process. After the award process a 5-day grouping remains unfilled and there are no Reserves with 5-or-more days of availability who are legal for the assignment. The most junior 5-day Reserve with the 4-day grouping may have that

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award rescinded and be assigned the open 5-day grouping.

2. If a LQ lead position remains uncovered after the Reserve Self-Assignment Awards, and the position cannot be filled utilizing the provisions in M., above, then a LQ Reserve's Self-Assignment grouping award may be rescinded. Open LQ lead positions will be filled first and assigned in the following order:

   a. The most junior LQ lead-qualified Reserve who was awarded a non-LQ grouping in Self-Assignment and who has adequate availability.

   b. The most junior LQ lead-qualified Reserve who was awarded a LQ service grouping and who has adequate availability.

   c. Assignments made within the categories in 2.a. and 2.b., above will be made in inverse seniority order, with the highest-credit groupings being assigned first.

   d. A LQ lead position will not be filled with a LQ service-qualified Reserve until sign-in.

Example:

Flight Attendant	Seniority #	Self-Assigned Grouping (days)	LQ Position	Grouping Credit
FA 1 (JL qualified)	2100	LAX (3-day)	N/A	12:15
FA 2 (JL qualified)	2105	NRT (3-day)	JS	16:25

Open Groupings:

Grouping 1		HND (3-day)	JL	17:28
Grouping 2		NRT (3-day)	JL	16:25

If only Grouping 1 is uncovered, it shall be assigned to FA 1 as provided by 2.a. above in place of their self-assigned 3-day LAX grouping.

If both Grouping 1 and Grouping 2 are uncovered, Grouping 1 shall be assigned to FA 1 as provided by 2.a. and 2.c. above in place of their self-assigned 3-day LAX grouping. Grouping 2 shall be assigned to FA 2 as provided by 2.b. and 2.c. above in place of their self-assigned 3-day JS NRT grouping.

3. If a LQ service position becomes uncovered after the Reserve Self-Assignment Awards, and the position cannot be filled utilizing the provisions in N., above, then a LQ Reserve's Self Assignment grouping may be rescinded. Open LQ service positions will be filled after LQ lead positions and will be assigned in the following order:

SECTION 8: RESERVES

a. The most junior LQ lead or service-qualified Reserve(s) who was awarded a non-LQ grouping and who has sufficient availability.

b. Assignments will be made in inverse seniority order, with the highest- credit groupings being assigned first.

Example:

Flight Attendant	Seniority #	Self-Assigned Grouping (days)	LQ Position	Grouping Credit
FA 1 (JL qualified)	2100	LAX (3-day)	N/A	12:15
FA 2 (JL qualified)	2105	NRT (3-day)	JS	16:25
Open Groupings				
Grouping 1		HND (3-day)	JS	17:28
Grouping 2		NRT (3-day)	JS	16:25

If only Grouping 1 is uncovered, it shall be assigned to FA 1, as provided by 3.a. above in place of their self-assigned 3-day LAX grouping.

If both Grouping 1 and Grouping 2 are uncovered, Grouping 1 shall be assigned to FA 1, as provided by 3.a. above in place of their self-assigned 3-day LAX grouping. Grouping 2 shall remain uncovered since FA 2 already has a self-assigned 3-day LQ grouping.

P. **Creating the Standby List**

1. Reserve Availability Periods (RAPs) for Standby Reserves
There will be three RAPs to which Standby Reserves will be assigned:

   a. 0200 – 1400

   b. 0500 – 1700

   c. 1100 – 2300

2. The Company may change the RAP time(s); however, there will be no more than three (3) RAPs and each RAP may not exceed twelve (12) hours. RAP times must be published in the bid packet.

3. Reserves will be assigned to a RAP in the following order:

   a. For assignment purposes, the Reserve availability buckets will be as follows:

SECTION 8: RESERVES

(1) 1-day

(2) 2-3-days

(3) 4+ days

b. Within each of the three availability buckets and RAPs, Reserves will be listed as follows for assignment order:

(1) Call Me First, in seniority order; then

(2) Remaining Reserves in inverse seniority order

(3) Notwithstanding b.(1) and (2) above, qualified LQ Reserves may be assigned to RAPs to provide Standby coverage for LQ groupings.

4. If, due to rest requirements, a Reserve's availability period start time is adjusted two (2) hours or less, the Reserve's RAP will not change and the end time will remain the same (example #1). If the start time is adjusted more than two (2) hours, the Reserve will be placed into the next RAP (example #2). If placed into the third RAP (1100-2300), the Reserve's RAP will end at the same time as the third RAP and will not be extended (example #3).

Example #1: A Reserve has 3 days of availability and is assigned a 2-day SEA on the first day. Due to a schedule disruption, her duty ends in HNL at 1850 on day two. She has been assigned to the second RAP (0500-1700) on day three. She will remain in her assigned RAP and after receiving her required rest shall be available from 0650 until 1700.

Example #2: A Reserve has 3 days of availability and is assigned a 2-day SEA on the first day. Due to a schedule disruption, her duty ends in HNL at 1920 on day two. She has been assigned to the second RAP (0500-1700) on day three. Because her required rest would change the start of her availability for her assigned RAP by more than two hours, she will be moved to the third RAP (1100-2300).

Example #3: A Reserve has 3 days of availability and is assigned a 2-day SEA on the first day. Due to a schedule disruption, her duty ends in HNL at 0030 on day three. She has been assigned to the third RAP (1100-2300) on day three. She will remain in her assigned RAP and after receiving her required rest shall be available from 1230 until 2300.

Q. **Assigning Groupings to the Standby List After the Schedule has been Published**

1. Reserves will be listed in buckets within RAPs as provided in P., above.

SECTION 8: RESERVES

2. Assignments will be made to Reserves in the appropriate buckets in the order that the uncovered groupings become available. Assignments will be made to Reserves in the order they are listed in the RAP, in accordance with P.3.b. except as set forth in Q.4, below. Reserves in each RAP, within the appropriate availability bucket, will be assigned prior to assignment being made to a Reserve in the next RAP.

3. If multiple groupings become uncovered at the same time, then the following assignment criteria will be used.

   a. The grouping with the earliest check-in will be assigned to the next available Reserve in the appropriate bucket.

   b. If groupings have the same check-in time, then the grouping with the highest credit will be assigned first.

4. Within the appropriate days of availability bucket, the Company may elect to assign a LQ grouping to a qualified LQ Reserve on the Standby List in lieu of a non-LQ Reserve(s) who is next on the Standby List. If no LQ Reserve is available in that bucket, then the Company may assign a qualified LQ Reserve in the next higher bucket (more days of availability). The Company may elect to assign a LQ Service Reserve to a LQ Service position in lieu of a LQ Lead Reserve(s) who is next on the Standby List.

R. **Offering Recall per Section 7.I.**
At any time, uncovered groupings may be offered or assigned in accordance with the provisions of 7.I.

SECTION 8: RESERVES

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SECTION 9: SENIORITY

A. Period of Probation

1. A Flight Attendant shall be considered to be a probationary employee for one hundred eighty (180) days from the date she/he completes her/his initial training flight. The probationary period time will be calculated from the first day of the Flight Attendant's Initial Training Flight (IOE) and will include the day of the Initial Training Flight (IOE). Thereafter, no Flight Attendant shall be required to serve an additional period of probation, except as provided below.

2. A Flight Attendant's probationary period shall be extended by the number of days absent beyond the first fourteen (14) consecutive days of any absence when such absence is due to non-occupational illness or injury, medical leave, disability leave due to pregnancy, paternity leave, parental leave, military leave, personal leave, personal emergency leave or furlough.

3. The Company shall be responsible for notifying the affected Flight Attendant in writing, with a copy to the Association, whenever an absence, as defined above, will cause a probationary period to be extended. Upon returning to work, the Company shall once again notify the Flight Attendant in writing, with a copy to the Association, of the revised date on which her/his probationary period will end.

B. Seniority

1. Seniority as a Flight Attendant shall be based upon the length of service as a Flight Attendant with the Company. Any Flight Attendant, once having established a seniority position, shall not lose that position except as provided in this Agreement.

2. Seniority shall begin to accrue from the date of the Flight Attendant's initial training flight at which time the Flight Attendant will be given a seniority number and date and placed on the Flight Attendant System Seniority List. Assignment to her initial training flight shall be determined by lottery. Seniority adjustments will not be made unless the trainee is unable to make the flight as scheduled for some reason other than Company action.

3. Seniority shall govern all employees in case of bidding of runs, reduction in force, selection of vacations, their assignment or reassignment due to expansion or reduction in schedule, and their re-employment after release due to reduction in force.

C. Flight Attendant System Seniority List

1. The Flight Attendant System Seniority List shall be revised to reflect Flight Attendants' seniority status as of August 1 of each year and shall be posted within thirty (30) days thereafter. Flight Attendants shall have forty-five (45) days after posting of such list in which to protest in writing to the Company any alleged omission or incorrect posting

affecting their seniority in any such revised list, but such protests shall be confined strictly to errors or changes occurring subsequent to the posting of the prior seniority list. When an employee is on vacation, leave of absence or medical leave at the time the above list is posted, such employee may protest any alleged omission or incorrect posting within forty-five (45) days after return to duty.

2. The Flight Attendant System Seniority List shall include the following information:

   a. Company date of hire

   b. Flight Attendant date of hire or adjusted date of hire

   c. Domicile

3. In conjunction with the annual posting of the seniority list, the Company shall provide individual written notification to each Flight Attendant whose relative seniority position has negatively changed from the previous posting of the list. A copy of each individual written notification will also be sent to the MEC President.

D. **Transfer to Non-Flying or Supervisory Duties**

1. A Flight Attendant transferred to supervisory, instructional duties or other non-flying duties directly related to Flight Attendant service shall retain and continue to accrue longevity and seniority for five (5) years. After five (5) years such Flight Attendant shall retain, but shall not continue to accrue seniority.

2. When a Flight Attendant is transferred to non-flying or supervisory duty on account of sickness or injury, she shall retain and continue to accrue longevity and seniority during such period until she returns to flying duty or shall be found to be unfit for flying duty for a continuous period of five (5) years.

E. **Loss of Seniority**

Any Flight Attendant whose services with the Company are permanently severed or who is permanently transferred from the Inflight Department shall forfeit her seniority rights, except as hereinafter provided in Paragraph F. of this Section.

F. **<u>Flight Attendant Seniority Upon Transfer to Another Department</u>**

When a Flight Attendant transfers to another department in the Company, she shall retain and accrue her seniority as a Flight Attendant for a period of one (1) year. Thereafter she shall retain, but shall not continue to accrue, seniority for a period of up to five (5) years from the date she was transferred from the Inflight Department. After five (5) years outside of the Inflight Department have elapsed, the Flight Attendant's name will be removed from the system seniority list.

SECTION 9: SENIORITY

G. **Part-Time Flight Attendant Drop from Seniority List**
A part-time Flight Attendant who has not been utilized for twelve (12) consecutive months shall be dropped from the seniority list at the next posting.

H. **Part-Time Flight Attendant Offered Full-Time Position by Seniority**
Any full-time position shall be offered in order of seniority.

I. **Part-Time Longevity Accrual**
Flight Attendants shall accrue longevity while working as part-time Flight Attendants as provided in Paragraphs W. and X. of Section 3 of this Agreement.

J. **Longevity Accrual on Special Assignment**
Employees on special assignment or an assignment to a subsidiary, affiliate or other company, shall retain and continue to accrue seniority during such assignment.

SECTION 9: SENIORITY

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SECTION 10: PREPARATION, BIDDING AND AWARDING OF FLIGHT SCHEDULES UNDER PBS

A. Awarding of Schedules

1. A Flight Attendant retains the right to fly any runs out of her/his domicile to which her/his seniority entitles her/him as a result of bidding.

2. Schedules shall be bid monthly and Flight Attendants shall be awarded their monthly run in accordance with their seniority.

B. Preparation of Groupings and Bid Runs

1. One hundred percent (100%) of the known flying at each domicile shall be used to construct the flight groupings.

2. The criteria for preparation of monthly flight groupings are:

   a. Flight groupings shall be constructed so as to comply with Section 7, Section 27.H. and Section 27.AE., of this Agreement.

   b. The minimum number of positions available for bid and award for each flight grouping shall be no less than that provided for in Section 7.C., Section 27.H., Paragraph B.2.c. and B.2.e. below.

   c. The general criteria for preparation of Interisland flight groupings shall be that, whenever feasible, they shall be comprised of eight (8) landings within an eight (8) hour duty period. In addition, Interisland Airport Reserve groupings will be comprised of AM and PM groupings with a minimum of two (2) positions per grouping.

   d. The flight groupings as posted on the Master Grouping Sheet in the monthly bid package shall be used for open flight assignments. Posted flight groupings shall remain intact but may be modified, when necessary, to accommodate schedule changes prior to printing of the Daily Flight Schedule.

   e. B767 Extended Range (ER) Groupings

      (1) During grouping construction, after this agreement becomes effective, if the monthly load factor for the following month is less than 70%, the company may build ER groupings with one (1) less Flight Attendant than required in Section 7.C.2.b.

      (2) During grouping construction, when passenger bookings equal or exceed 70% of the passenger load capacity, the grouping containing such segment will be fully crewed.

SECTION 10: PREPARATION, BIDDING AND AWARDING OF FLIGHT SCHEDULES UNDER PBS

(3) For the purpose of calculating 70% of load factor, aircraft passenger capacity shall be determined by taking the actual number of passenger seats minus six (6) seats designated as crew rest seats.

	Capacity**	B767 246 (252-6)	B767 253 (259-6)	B767 258 (264-6)
70%		172	177	180
75%		184	189	193
**-The numbers in this chart are based on the 767 aircraft seating configurations currently in the Hawaiian Airlines System.				

330
260-6
177
190

(4) The company may utilize the reduced staffing provisions on any new ER flight for a period not to exceed two (2) years from the date of the inaugural flight for such new ER flight. However, the reduced staffing provisions may not be utilized while any flight attendant is on involuntary furlough.

3. When the Master Grouping Sheets are posted, they shall contain the following information for each grouping:

   a. Flight numbers
   b. Date and day of departure and arrival
   c. Time of departure and arrival of each segment (In local and GMT time)
   d. Published block pay time for each segment
   e. Daily on-duty and off-duty periods
   f. Layover times (R.O.N.)
   g. Total duty hours away from domicile (including pre-flight post-flight requirements)
   h. Total Credit Time - Interisland (includes on-duty credit, minimum daily guarantee and segment credits, if applicable)
   i. Total trip rig credit – International
   j. Positions available

4. A copy of the information outlined in Paragraph B.3. above will be included with each Flight Attendant's published monthly packet.

5. The flight groupings shall not be altered or changed between the time and date of posting of the bidding period and the date of the awarding of monthly runs.

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6. The Company will prepare the monthly flight groupings for submission to the Flight Attendant Scheduling Committee as early as possible but no later than 1200 hours H.S.T. on the fourth (4th) of each month. The Flight Attendant Scheduling Committee may make amendments to these flight groupings, which will not cause more than 0.25% increase in pay. The finalized groupings will then be returned to the Company for review and approval. The Company shall not withhold approval provided all the provisions of the Agreement have been complied with.

C. Preferential Bidding System (PBS) Parameters

1. The PBS shall not award a trip(s) during all known absences, either with or without pay, excluding sick leave. However, the PBS will credit each affected Flight Attendant with pay and credit as provided for in this Agreement.

2. In the Honolulu domicile, Flight Attendants shall preference for an Interisland or International run as a primary preference. Honolulu domiciled Flight Attendants who preference a bid run in either operation in lieu of being awarded a Reserve run will be accommodated. Flight Attendants may opt to construct a line of either International flying, Interisland flying or a combination of the two.

3. Criteria for Bid Runs

   a. A bid run shall be a monthly run composed entirely of scheduled groupings with a monthly time of not less than seventy-five (75) hours or the increased floor set under Section 7.B.1.b.(2), except in a month where the Company has set a lower minimum of seventy (70) to seventy-four (74) hours, and maximum of ninety (90) or one hundred <u>five</u>/one hundred ten (<u>105</u>/110) hours (option Paragraph D.1.below) of projected pay and credit hours at the time of the award. A Flight Attendant may set her/his bid cap anywhere within the range of seventy-five (75) to ninety (90) hours via her/his bid. If no cap is specified, the default cap of ninety (90) hours will be used. At her/his option, the Flight Attendant may build her/his bid up to one hundred <u>five</u> (<u>105</u>) hours or, in certain months designated by the Company, one hundred and ten (110) hours.

   b. Bid run Flight Attendants shall have a minimum of twelve (12) calendar days off in a thirty (30) day month and thirteen (13) calendar days off in a thirty-one (31) day month at their domicile unless their days off have been prorated as provided in Paragraph O. of this Section.

   c. A Low/Reduced time run is a bid run that is composed entirely of scheduled groupings with a monthly minimum time of thirty-seven and one-half (37½) and a maximum of fifty-five (55) hours of projected pay and credit hours at the time of the award.

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d. No days off are subject to change by the Company, except as provided in Section 7.I.

4. Criteria for Reserve Runs

   a. All Reserve runs shall have a minimum of twelve (12) calendar days off at their domicile of which eight (8) will be red circle days off. A Flight Attendant who submits insufficient preferences or fails to preference red circle days off during the bidding process will be assigned the days in patterns of 2/2/2/2, 2/2/4, 2/3/3, 3/5, 4/4, 2/6 or 8. The system will not give these red circle days off in a group of eight (8) consecutive days unless the Flight Attendant specifically requests such.

   b. A Low/Reduced Time Reserve run shall have a minimum of six (6) calendar days off in domicile of which four (4) will be red circle days off. Of the remaining days of the month, the low time Reserve Flight Attendant shall preference and be awarded nine (9) days of Reserve availability. Such days of availability shall be in groups of no less than two (2) consecutive days. All days not designated as duty or red circle days off shall be days off.

   c. Each domicile shall be allocated a minimum number of weekend and holiday days off to be awarded on the Reserve runs. Such allocation shall be based on the following formulas. Any fraction will be rounded up to the next whole number.

      Weekends: Fifteen percent (15%) of the total Flight Attendants in the domicile multiplied by twenty percent (20%) will equal the minimum number of off-duty days to be awarded on a Saturday and on a Sunday.

      Example: The domicile has 500 Flight Attendants. 500 x 15% = 75. 75 x 20% = 15. There will be a minimum of 15 off-duty days awarded on each Saturday and each Sunday for that bid period.

      Holidays: Fifteen percent (15%) of total active Flight Attendants in the domicile multiplied by ten percent (10%) will equal the minimum number of days off to be awarded on a holiday.

      Example: The domicile has 500 Flight Attendants. 500 x 15% x 10% = 7.5. There will be a minimum of eight (8) off-duty days awarded on each holiday in that bid period. This holiday formula shall apply for New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and New Years Eve Day.

5. Honolulu Flight Attendants hired prior to April 1, 1984 cannot be involuntarily assigned to the International Operation.

6. Stacking and Optimization

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a. If a no-stacking PBS run at HNL yields open time of 1.0 percent or less of "total time", then stacking and optimization will not occur that month.

b. If the no-stacking run yields open time of greater than 1 percent of "total time", then stacking with choice optimization only will occur.

c. If stacking with choice optimization yields open time greater than 1.5 percent of "total time", then for such months, up to a maximum of three months in a given calendar year, the company may utilize stacking with line optimization and choice optimization.

d. Day Stacks
The Company will utilize Day Stacks as the PBS unstacking method. If any portion of a pairing touches a given day it will be considered part of that day's stack. For example, if one pairing releases on a day at 0600 and a second pairing reports at 2200 on the same day, either pairing will be a valid award to satisfy that day's unstacking requirement.

e. Flight Attendant Preferences for Unstacking, Including Language Pairings
A Flight Attendant's request for pairings, including request for language pairings, will be honored in request order to satisfy unstacking requirements. If a Language Qualified Flight Attendant is subject to Language unstacking the program will honor the Flight Attendant's request for Language pairings in request order. Language Qualified Flight Attendants who are on the Flight Attendant System Seniority List as of April 3, 2020 and who fall within the seven (7) year lock-in period may be unstacked/assigned for language trips whether Language Qualified flights are preferenced or not. Language Qualified Flight Attendants who are hired after April 3, 2020 may be unstacked/assigned for language trips whether Language Qualified flights are preferenced or not.

f. No Same Day Pairings
The program will not award a pairing on the same day that a pairing ends, unless the Flight Attendant has waived this rule. For example, if one pairing releases on a day at 0600 and a second pairing reports at 2200 on the same day, both pairings will not be awarded to the Flight Attendant unless they have waived No Same Day Pairings.

g. Whenever optimization is used, the remaining open time may be manually built into lines of flying (which may include completing incomplete lines) which will then be put out for secondary bid, but if unbid, may be assigned by the company in inverse seniority order.

h. To the extent the above provisions are not fully programmed, the parties agree that they will be implemented manually while the parties work cooperatively toward the

implementation of a fully automated system. The parties also agree that they will work together to explore the availability of alternative PBS software programs that may meet their joint needs and be preferable to the software program now being used.

i. In the above provisions, "total time" means the total published credit hours for a bid month that may be assigned/awarded to Flight Attendants by the PBS program.

j. The Company will not implement stacking at LAX.

k. Additional Holidays

(1) If the company exercises its right under paragraph C.6.c. above for the first time in a given year other than November or December, and in that month there is a company-designated holiday, work on that holiday will receive holiday pay. Where the Company decides to exercise its right in paragraph C.6.c. above, the company will give notice of such intention prior to the final run, so that Flight Attendants will know of the holiday-pay opportunity before the final bid.

(2) If the month does not have a company-designated holiday, work on the next unpaid company-designated holiday will receive holiday pay.

D. **Monthly Run Bidding Options**

A Flight Attendant shall have the following options when bidding for her/his monthly run with PBS.

1. Optional Monthly Maximum - A Flight Attendant may preference a maximum of one hundred five (105) hours (one hundred ten (110) hours in an increased flying month) pay and credit.

2. Any Flight Attendant may preference for specific groupings, specific groupings on specific dates, specific trips, days off, red circle days off, Interisland, International or Mixed bid run (HNL), Reserve run, minimum or maximum pay and credit time, on duty or off duty time, layover destinations, bid run pay and credit time (in no case shall such pay and credit time windows be less than ten (10) hours or greater than fifteen (15) hours), premium pay position, buddy bidding, team bidding, hub turns, avoid groupings and avoid a Flight Attendant(s) (with confidentiality).

3. As an exception to Section 7.D.2.e., in PBS, a Flight Attendant may voluntarily waive the provision to have one (1) calendar day off in any seven (7) consecutive days when building her/his run, however, the FAR requirement to have twenty-four (24) hours off in any seven (7) consecutive days will still apply.

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4. As an exception to Paragraph C.3.b. above, in PBS, a Bid Flight Attendant may voluntarily elect to take her/his minimum calendar days off away from her/his domicile.

5. As an additional exception to Paragraph C.3.b. above, in PBS, a Bid Flight Attendant may voluntarily elect to waive two (2) of her/his monthly minimum days off.

6. Buddy/Team Bidding

   a. Buddy Bidding - A Flight Attendant may opt to waive her/his seniority during the bid award process so that she/he may be awarded the identical schedule of a junior Flight Attendant. Identical schedules (bid runs or reserve runs) will be awarded to both Flight Attendants, based upon the preferences and awards of the junior Flight Attendant. If a completely identical schedule cannot be awarded to both Flight Attendants because of a trip being carried-in by one or both of them or a planned absence which would result in an illegal or conflicting flight assignment, aside from the schedule conflict, the remainder of the schedule(s) shall have as many identical groupings as possible.

   b. Team Bidding - A junior Flight Attendant may request to be awarded as many of the same groupings as possible that have been awarded to a designated Flight Attendant who is senior to her/him.

   c. Buddy and Team bidding shall not preclude any Flight Attendant from bidding or being awarded a premium pay position.

7. Hub Turns (International)

   a. Hub turns are defined as International groupings that can be paired together (back to back) with a minimum turn time of one (1) hour (block in to block out) up to a maximum combined duty period of fourteen (14) on duty hours on the day of the hub turn.

   b. Flight Attendants may preference for a hub turn(s) on a specific date or a range of dates.

   c. Hub turns shall solely be a Flight Attendant's option and shall not be a forced assignment in PBS.

E. **Low/Reduced Time Positions**
Those Flight Attendants who have been awarded Low/Reduced Time positions as provided in Section 13 shall be identified in PBS.

F. **Monthly Bid Packet**
The monthly bid packet will include Master Grouping sheets, a monthly bidding calendar, training information, and a table listing legal hubturns. The monthly bid packets will be

posted on the In-flight web site, emailed to individual Flight Attendants at their Company email accounts, and will be published and available in the crew lounge no later than 1200 hours local domicile time (LDT) on the tenth (10th) day of each month at which time bidding will begin. Bidding will close in HNL at 1500 hours, and for all other domiciles at 1200 hours, on the seventeenth (17th) LDT. In any event, Flight Attendants will have a minimum of seven (7) days to submit their bid preferences.

G. **Submitting Bids**

1. Bids may be submitted from home computers or from computers in the Flight Attendant lounges at each domicile. A sufficient number of terminals and a printer will be supplied by the Company for the Flight Attendants' use in each of the lounges. Due to regular daily maintenance, the PBS system will be closed for bid inputs between 2400 and 0200 H.S.T. The PBS system will also be closed once each day for the purpose of updating the absence files. These times shall be posted on the monthly bidding calendar.

2. The system will allow a Flight Attendant to revise her/his bid. The last bid submitted will be honored.

3. It is recommended that all Flight Attendants have a Standing Monthly Bid on file in PBS. This standing bid shall be used if a Flight Attendant does not submit a monthly bid. If a Flight Attendant fails to submit a monthly bid and has no Standing Monthly Bid on file, she/he will be assigned a Reserve run.

4. A Flight Attendant returning from any leave of absence who was not awarded a monthly run will be assigned a Reserve run for days remaining in the month with prorated days off. Such Flight Attendant's preference for days off shall be considered.

5. On an exception basis, a Flight Attendant shall be permitted to submit a handwritten bid on the PBS bid form in person or by FAX to the Base Manager or Supervisor. Exceptions shall include, but not be limited to, the server being down (outside of regular daily maintenance periods) for thirty (30) minutes or more, or other circumstances when the Flight Attendant does not have computer access during the PBS bidding period.

H. **Awarding and Assignment of Monthly Runs**

1. All monthly runs shall be awarded in accordance with seniority and bid preferences.

   a. Practice Awards – Bids for Practice awards shall be accepted until 1500 and posted on the In-flight web site no later than 1800 HST on the thirteenth (13th) and fifteenth (15th) days of each month.

   b. Preliminary Award - A preliminary award of all monthly runs shall be posted on the In-flight web site no later than 1200 LDT on the eighteenth (18th) day of each month. If there is a problem with the award it must be identified to the Flight

Attendant PBS Committee as soon as possible. The Committee shall monitor all awards and resolve any conflicts or errors arising from the award process.

c. Final Award - The final award of all monthly runs shall be posted on the In-flight web site and published and available in the crew lounge no later than 1500 HST on the twentieth (20th) day of each month.

d. If, after the final bids have been awarded, any errors are subsequently discovered that makes any bid illegal in any manner, the Company will compensate the affected Flight Attendant without any adjustment to her/his schedule.

e. Vacating a Bid Run
When a Flight Attendant vacates a bid run more than one (1) day after awarding and by no later than the tenth (10th) day of the bid month, it shall be posted and available for bid for three (3) days. In accordance with seniority, a Reserve Flight Attendant at the same domicile shall be awarded such bid run for that period vacated. Bid runs shall be considered vacated at the time the last scheduled work day is flown by the vacating Flight Attendant.

f. Average Line Value
When awarding the monthly runs, the Company may utilize a minimum Average Line Value (ALV). The ALV for a run shall be determined by dividing the total number of credit hours on full-time bid lines by the total number of full-time bid lines.

(1) The minimum ALV hours will be as follows:

Bid Line Minimum	Minimum ALV (excluding Low-Time lines)
75 (non-flex)	82.50
76	83.25
77	84.00
78	84.75
79 (full flex)	85.50

(2) If the minimum ALV is not met, the following may be performed, in the order below, until the minimum ALV is met:

(a) Limit the number of Minimum Line requests honored, up to a maximum of 50% of total Minimum Line requests; then,

(b) Increase the Normal bid window threshold in 30 minute increments, up to a maximum of 3 hours above the Normal bid window threshold.

(c) Limit the number of Minimum Line requests honored, up to a maximum of 75% of the total Minimum Line requests.

(d) If items a) through c) above do not raise the ALV to meet the required minimum ALV, then items a) through c) above shall not be used. Instead, the Bid Line Minimum may be raised in thirty (30) minute increments until the minimum ALV is met. The Bid Line Minimum increase shall not affect more than 50% of the bid lines in the final award. In the event the Company does not have this functionality programmed, Flight Attendants shall have two (2) additional days to submit their bid when the Bid Line Minimum is increased. Once programmed, the Bid Line Minimum may be increased in thirty (30) minute increments without any bid deadline extension.

2. Flight Attendant PBS Committee

a. The PBS committee shall be a joint Company and Association committee consisting of a maximum of two (2) Company persons and two (2) Association persons. The intent is that such committee members shall be knowledgeable in PBS and related scheduling and programming issues.

b. Any Flight Attendant who has an inquiry or believes she/he may have received a mis-award on her/his final award shall notify the joint committee within a reasonable time after notification of her/his award. Generally, a “reasonable time” shall be three (3) days prior to the start of the new month.

c. The PBS committee shall promptly review any inquiry submitted as provided above and the joint committee shall have the authority to make the affected Flight Attendant whole.

d. The joint committee shall promptly notify the Vice President of In-flight or her/his designee of the resolution they are proposing. The Vice President shall have the authority to accept, reject or modify such proposal, but the Vice President shall be governed by the same criteria set forth in this agreement including the definition of “like flying” set forth below.

e. In the event the joint committee is unable to agree upon a resolution, they shall notify the Vice President of In-flight or her/his designee. The Vice President shall then make a determination as to the appropriate remedy due if any.

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f. If the affected Flight Attendant is not satisfied with the remedy determined by the Vice President of In-flight or her/his designee, the Flight Attendant shall have all available all rights and obligations set forth in the Agreement.

g. In fashioning a remedy, the joint committee may consider the availability of other open, like flying, which may be awarded to the affected Flight Attendant in accordance with the Flight Attendant's bid preferences. As used herein, "like flying" shall be flying which is comparable in terms of city pairings, flight time, departure times, days of the week, number of days, flight time for duty-time ratio, etc. The Flight Attendant shall be paid the greater of her/his bid trip or the like trip, including First Flight Attendant premium.

I. **Trip Search Database**

The Company will host the Trip Search Database using existing resources. However, if existing resources are insufficient to host or are incompatible with the database, then the Company will assume the website hosting costs of the Trip Search Database.

J. **Schedule Absences, Activities and Carry-Over Trips**

The Flight Attendant PBS absence file (e.g. vacation cancellation or awards, leaves, training) shall be updated daily during the bidding period. The Flight Attendant activity file (e.g. trip drops, trips picked up, end of month carry in) shall be updated for the start of the bidding period on the tenth (10th) and just prior to the preliminary awards. Flight Attendants can have their individual activity file updated during the bidding period by notifying the PBS committee when there is a change in their schedule that may affect bidding for the new month. From the 17th at 1500 HST until the 20th at 1500 HST Flight Attendants will not be permitted to pick-up, drop, or trade any such trip(s) that starts in the current bid month and carries over into the subsequent bid month.

K. **Premium Positions**

Each flight shall have a minimum of one (1) First Flight Attendant (F). In addition, each International flight with more than one (1) class of service shall have a Coach Lead Flight Attendant (CL). The First Flight Attendant shall be in charge of all Flight Attendants on the flight and shall give work guidance and direction to such crew members. The Coach Lead Flight Attendant shall act as First Flight Attendant for the coach section under the direction of the First Flight Attendant.

1. Flight Attendants shall have the option to preference for the First Flight Attendant position in PBS on a monthly or on a grouping basis and shall be awarded this bid designation in order of seniority. In the event no Flight Attendant bids for the First Flight Attendant position on a grouping, the position shall remain undesignated and the required number of positions in the grouping shall be awarded. If a flight is composed of Flight Attendants from more than one grouping, the First Flight Attendant position shall be available for award during preferential bidding from the grouping with the majority of Flight Attendant positions. Should the number of positions be allocated

evenly between the groupings, In-Flight Services, with input from the Association, will determine the grouping that shall have the First Flight Attendant position.

2. If the First Flight Attendant position becomes open for any reason, the position shall be offered in seniority order and assigned in inverse seniority order on a trip by trip basis from among those Flight Attendants assigned to the trip, except as provided in 4. below.

3.

   a. International - For Coach Lead (CL) and the remaining positions, each Flight Attendant will select, on the basis of seniority, the position she/he desires to fly. Such selection shall be made during the briefing, prior to boarding the aircraft.

   b. Interisland - On the day of operation on any open flight, each Flight Attendant assigned to the flight will select, in order of seniority, the position she/he desires to fly upon boarding of the aircraft

4. International - The Company shall establish and maintain a training program to train and support any Flight Attendant who wishes to fly First Flight Attendant and Coach Lead positions. A Flight Attendant who wishes to fly such positions will schedule herself/himself to attend such class(es). Beginning six (6) months after such class(es) are first provided by the Company, only a Flight Attendant who has attended such class(es) shall fill First Flight Attendant or Coach Lead positions, unless no Flight Attendant who has attended such class(es) is assigned to the flight. In the event no Flight Attendant who has completed such training is assigned to a flight, First Flight Attendant and Coach Lead positions on that flight will be filled in accordance with Paragraphs 2. and 3. above.

L. **Foreign Language Flight Attendant Positions – Interisland**

1. The Company shall post those specific charter flights carrying all non-English speaking passengers to be staffed with a Language Qualified Flight Attendant in the Inter-Island Lounge as soon as such trips become known.

2. If known, such charter trips shall be posted and provided to Language Qualified Flight Attendants by the second (2nd) of each month. Language Qualified Flight Attendants may submit bids for a posted trip(s) by 1200 LDT on the ninth (9th) of the month. Each trip(s) shall be awarded according to seniority and assigned in inverse order of seniority.

3. All such charter trips which are to be staffed with a Language Qualified Flight Attendant that are not included in the monthly bid package shall be offered to all Language Qualified Flight Attendants in seniority order and if no one accepts, the trip(s) shall be assigned to language qualified Flight Attendants in inverse seniority order.

4. Bid Flight Attendants

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a. If a Bid Flight Attendant is assigned as a Language Qualified Flight Attendant on a work day, such Flight Attendant shall be removed from any trip(s) on her/his bid grouping that conflicts with a trip that she/he is assigned as a Language Qualified Flight Attendant. She/He will receive pay and credit for what she/he would have earned and such Bid Flight Attendant shall not be reassigned to another trip(s).

b.

(1) A Bid Flight Attendant awarded a trip as a Language Qualified Flight Attendant on a day off shall be scheduled as a Reserve Flight Attendant on that day and the Flight Attendant shall be given another day off mutually agreed to between her/him and Crew Scheduling. Pay and credit for what she/he normally would have earned shall be the greater of the time credited on the day she/he worked or the day off mutually agreed to.

(2) If the awarded trip(s) causes a Flight Attendant to be projected to exceed the limitations of Section 7, Paragraph D.1.d. (30 hours in 7 days and 1 calendar day, free of duty in a 7-day period), she/he shall be allowed to trade a day off with Crew Scheduling or another Flight Attendant in order to make herself/himself legal for the awarded trip(s).

5. Any Flight Attendant who is assigned to a trip as a Language Qualified Flight Attendant in inverse seniority on a day off shall be entitled to the provisions of Paragraph I. of Section 7.

6. Language Qualified Flight Attendants employed by the Company prior to January 1987 may bid for Language Qualified Positions, but shall not be required to bid or be assigned to fill a Language Qualified position.

7. A Flight Attendant awarded/assigned to a trip as a Language Qualified Flight Attendant as provided above shall be in addition to crew staffing as required by F.A.R.'s and must fill the Fourth (4th) Flight Attendant position on the segment she/he is scheduled as a Language Qualified Flight Attendant and shall be paid and credited what she/he normally would have earned.

M. **Foreign Language Flight Attendant Positions-International**

1. The Company may designate a Language Qualified position(s) on any flight to or from any foreign country, trust territory or charter flight involving foreign passengers, provided Flight Attendants with such foreign language capabilities are in the employ of the Company. The number (complement) of Language Qualified positions designated on qualifying flights shall be as follows:

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a. No more than one (1) Language Qualified position may be designated on aircraft with 100 seats or less.

b. On Boeing 767-300 (18/234 seats) aircraft there shall be no more than two (2) Language Positions designated.

c. The company may designate up to three (3) Language Positions on the A330 and the B787-9 on flights to and from Asia, excluding MNL. On all other flights there shall be no more than two (2) designated Language Positions.

2. Flight Attendants hired for Language Qualified positions shall be assigned to a domicile at the discretion of the Company for a period of two (2) years after date of hire, and shall, for that two (2) year period, be required to bid for Language Qualified runs. After completion of two (2) years of service, such Flight Attendants may bid for their choice of domiciles as vacancies occur, but shall remain subject to assignment to Language Qualified positions in inverse seniority order, should an insufficient number of Language Qualified Flight Attendants bid for such positions.

3. Language Qualified Flight Attendants who have more than seven (7) years of service shall not be eligible to be assigned to a language position in inverse seniority should there be unfilled language positions on eligible flights.

4. A Flight Attendant who joins the language program prior to her/his 7th year of employment as a Flight Attendant will be subject to the two year bidding requirement and shall be assignable through her/his seventh year after initial employment. Flight Attendants on the Flight Attendant System Seniority List as of April 3, 2020 are not subject to being locked in the language program after seven years of service.

   Example: A Flight Attendant who has completed three years of service who becomes Language Qualified will be subject to the bidding rule for two years and will remain assignable for an additional two years thereafter. A Flight Attendant who has completed six years of service will be required to bid for one year but will not be subject to any further bid or assignment requirement after she/he has completed her/his seventh year of employment as a Flight Attendant.

5. Provisions Specific to Language Qualified Flight Attendants for Asia, Excluding MNL

   a. Language qualification shall require the qualification of “fluency”. The Language Qualified position in Business Class shall be responsible for all non-English announcements (unless on break in which case a Language Qualified position in the Main Cabin shall make such announcements). (Until the transition to a single Language Qualified qualification is complete, only Flight Attendants with a qualification of “fluent” may bid for the Lead Language position.)

b. Flight Attendants hired after April 3, 2020, as Language Qualified Flight Attendants shall be eligible to be assigned to a language position in inverse seniority should there be unfilled language positions on eligible flights.

c. A non-Language Qualified Flight Attendant hired after April 3, 2020, who subsequently becomes qualified for the Asia Language Program, will not be subject to the lock in provision of b., above.

6. The Company shall offer Language Qualified Flight Attendants a three (3) hour initial training class, covering specified airline service related vocabulary and emergency/evacuation related vocabulary. Upon completion of the training, the Company will furnish the Language Qualified Flight Attendant with a manual containing all relevant announcements and additional vocabulary. This language manual shall be updated as appropriate. Annual "language recurrent training" will be considered, with Company and the Association agreeing on the need and curriculum.

7. A Flight Attendant crew that includes a Language Qualified Flight Attendant(s) in addition to the standard number of Flight Attendants provided in Section 7.C., shall be considered an Augmented Crew for purposes of the extended duty time limits contained in Section 7.C., so long as all conditions for the use of an Augmented Crew are met.

8. Language Qualified Flight Attendants employed by the Company prior to January 1987 may bid for Language Qualified positions, but shall not be required to bid, transfer, or be assigned to fill a Language Qualified position.

N. **General**

1. The Company shall bear all training costs, including flight pay loss for the Association members of the PBS Committee. The Company shall not alter or modify the PBS software or equipment without the prior consent of the Association.

2. The Company shall bear all expenses related to the initial start-up and subsequent "de-bugging" of PBS including, but not limited to, software development and all post-installation software modifications requested by AFA, equipment purchase, interfacing current hardware with new PBS computers, supplying sufficient terminals for Flight Attendants to bid at each domicile, provide telephonic and network (Internet access or equivalent) bidding capabilities with the understanding that individual Flight Attendants shall bear the cost of any user fees for Internet access or equivalent bid entry telecommunication system.

3. The PBS Committee shall develop all required PBS procedure manuals and training programs and oversee Flight Attendant training on PBS which will begin at least three (3) months prior to the PBS going "on line". During the training period, a parallel bidding procedure (manual and computerized) will be made available to Flight Attendants for

familiarization purposes. The Company shall bear all costs of training, including flight pay loss for Association Committee members and no part of the PBS software or equipment shall be substituted, altered or modified without the prior written consent of the Association.

4. On an ongoing basis, the Association will be provided a maximum of fifty (50) hours of Company Business per month to be allocated amongst the PBS committee member(s).

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O. Prorated Absence Table

	31-DAY MONTH				30-DAY MONTH				30 & 31 DAY MONTHS		
ABSENCE	BID	RESERVE			BID	RESERVE			REDUCED BLOCK		
DAYS	OFF	OFF	GDO	RES	OFF	OFF	GDO	RES	ABS	GDO	RES
0	13	12	8	19	12	12	8	18	0	4	9
1	13	12	8	18	12	12	8	17	1	4	9
2	13	12	8	17	12	12	8	16	2	4	9
3	13	12	8	16	12	12	8	15	3	4	8
4	12	11	8	16	11	11	8	15	4	4	7
5	12	11	8	15	11	11	7	14	5	3	6
6	12	11	7	14	11	11	7	13	6	3	6
7	12	11	7	13	11	11	7	12	7	3	5
8	11	10	7	13	10	10	7	12	8	2	4
9	11	10	7	12	10	10	6	11	9	2	3
10	11	10	6	11	10	10	6	10	10	2	3
11	10	9	6	11	9	9	6	10	11	2	2
12	10	9	6	10	9	9	6	9	12	1	1
13	9	8	5	10	8	8	5	9	13	0	0
14	9	8	5	9	8	8	5	8			
15	8	7	5	9	7	7	5	8			
16	8	7	5	8	7	7	5	7			
17	7	6	4	8	6	6	4	7			
18	7	6	4	7	6	6	4	6			
19	6	5	4	7	5	5	4	6			
20	6	5	4	6	5	5	3	5			
21	5	5	3	5	5	5	3	4			
22	5	4	3	5	4	4	3	4			
23	4	4	3	4	4	4	3	3			
24	4	4	3	3	3	3	2	3			
25	3	3	2	3	3	3	2	2			
26	3	3	2	2	2	2	2	2			
27	2	2	2	2	2	2	2	1			
28	2	2	2	1	1	1	1	1			
29	1	1	1	1	1	1	1	0			
30	1	1	1	0	0	0	0	0			
31	0	0	0	0							

SECTION 10: PREPARATION, BIDDING AND AWARDING OF FLIGHT SCHEDULES UNDER PBS

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SECTION 11: SCHEDULING POLICY

A. **Purpose of the Policy**

The purpose of the Scheduling Policy is to provide in writing a clear, concise and complete statement of rules, practices and procedures relative to scheduling of Flight Attendants. Such rules, practices and procedures shall be equitable and uniformly applied.

B. **Joint Scheduling Policy Committee**

1. In order to accomplish the above mentioned objectives, there shall be established a Scheduling Committee which shall consist of three (3) Company representatives and three (3) Flight Attendant representatives. It shall be the responsibility of each party to keep the other currently informed in writing of its appointees.

2. The Committee shall be responsible for examining all phases of Flight Attendant scheduling; to improve rules and procedures; to maintain a written Flight Attendant Scheduling Policy; and will attempt to resolve all differences between Flight Attendants and Company interests in scheduling matters to the mutual advantage of both.

3. Upon written request of either party hereto, the Committee shall meet promptly and in no event later than ten (10) days following such request.

C. **Scheduling Policy Application**

1. The Scheduling Policy shall be applicable, but alterations in the policy may be made any time during the duration of this Agreement.

2. No alterations to the policy shall be made without prior meeting of the Committee to discuss such proposed alteration. Accord shall be reached on an alteration by at least a majority of the Committee members. However, if during such meeting accord cannot be reached, the disputed alteration may be unilaterally accomplished by unanimous vote of the Company members.

3. No provision of the Scheduling Policy, reached by accord or otherwise, shall be construed to supersede, amend or negate any provision of this Agreement.

4. It is specifically agreed and understood that the Flight Attendants' right to seek and secure relief, as provided for in Section 23 of this Agreement, shall apply to scheduling practices and procedures or changes thereto whether or not they are covered by the written Scheduling Policy and regardless of whether they were incorporated in the policy with the accord of the Scheduling Committee or unilaterally by the Company.

5. Each Flight Attendant <u>will be notified electronically of any changes to the Scheduling Policy</u> within ten (10) days after it is <u>finalized</u>.

D. **Distribution**

A copy of the Scheduling Policy shall be <u>available for viewing on the In-Flight website.</u>

SECTION 11: SCHEDULING POLICY

E. **Scheduling Protests**

When a Flight Attendant questions the legality of a flight schedule assigned her/him by Crew Scheduling, she shall so notify the Crew Scheduler. The following procedure will then be implemented:

1. The Crew Scheduler who receives the verbal protest will immediately review the protested flight schedule with an available In-Flight Manager in an attempt to resolve the issue. In the absence of an In-Flight Manager, the Crew Scheduler will contact one of the following management officials in the order listed:

   a. Senior Manager - Crew Scheduling (or designee)

   b. Vice President – In-Flight (or designee)

2. If the Flight Attendant has not been relieved from the protested assignment she/he may verbally notify an In-Flight Manager who will make every reasonable effort to investigate the circumstances and legalities of the protested assignment.

3. The Flight Attendant will accept and comply with the protested flight schedule unless relieved therefrom by Crew Scheduling and she/he shall note on the flight report that she/he is flying the specific trips under protest. She/he should then file a Scheduling Clarification Request (SCR) online, or in writing with an In-Flight Manager, copy to the Flight Attendant's Scheduling Committee, within seven (7) days after completion of the protested flight schedule. The Company will provide an electronic acknowledgment of receipt for online filings and a copy of a written SCR to the Flight Attendant, time-stamped to acknowledge receipt.

4. The Senior Manager - Crew Scheduling (or designee) will make every reasonable effort to investigate the circumstances and legalities of the protested assignment and report electronically or in writing to the Flight Attendant, copy to Flight Attendant's Scheduling Committee, within seven (7) calendar days after receiving the Scheduling Clarification Request.

5. The purpose of filing Scheduling Clarification Requests is to reduce the need for filing grievances and to improve the quality of Flight Attendant scheduling. Promulgation of the above time limits shall in no way affect the Flight Attendant's right to grieve any scheduling action by the Company, nor shall it constitute a modification of the time limits set for filing a grievance in Section 23 of this Agreement.

F. **Printed Daily Schedule (Daily Flight Schedule)**

The Printed Daily Schedule shall be dated and the time of completion shall be stated thereon. Thereafter no changes shall be made in the Printed Daily Schedule except as provided in the Agreement. A separate Daily Flight Schedule will be issued for International flights and Inter-Island flights. The International Daily Flight Schedule will include all

SECTION 11: SCHEDULING POLICY

International flights for all domiciles. The Inter-Island Daily Flight Schedule will include all flights for the Honolulu domicile. The Inter-Island Daily Flight Schedule and the International Daily Flight Schedule will be posted in the Flight Attendant lounges not later than 1700 hours HST. Further, a copy of the Daily Flight Schedules as posted at 1700 HST, will be sent by email to the MEC President or designee. The Printed Daily Schedule will include the following:

1. Date

2. Type of Equipment

3. Flight Number

4. Published and/or Modified grouping numbers assigned to each Flight Attendant, dates, times and points of departure and arrival for each segment of each trip sequence. Where a trip sequence will result in a Flight Attendant(s) being away from her/his domicile for more than one (1) day, the schedule will show the entire trip sequence from initial departure to return to domicile.

5. Names of all crew members in order of seniority.

6. Names of all crew members "deadheading" under Company orders in order of Company seniority, trainees, and check Flight Attendants.

7. Names of standby and Reserve Flight Attendants and their availability periods and call out order.

8. Any special instructions from the Company to crew members regarding any of the trips listed.

G. **Association Scheduling Review Committee**

The purpose and responsibility of the Scheduling Review Committee is to monitor and review Crew Scheduling department's compliance with contract provisions and to examine Crew Scheduling records after each month has passed, on request, with the goal of reducing the number of grievances.

SECTION 11: SCHEDULING POLICY

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SECTION 12: PICK UPS, DROPS, TRADES AND EXCHANGES

A. **Flight Attendants Permitted to Trade**

Flight Attendants are permitted to trade flight assignments and days off with any other Flight Attendant, provided they are equipment qualified for such flight assignments. However, groupings that are Extended Range (**E**R), **T**urns, **C**harters, or eligible for **H**oliday pay may only be traded with like groupings (e.g. ER with ER), unless the grouping has been posted for a drop in accordance with Section 12.O. (**ETCH** folder) and has not been picked up. (Note: This provision shall not apply to trades within the LAX domicile.) Bid Flight Attendants who have traded with Reserve Flight Attendants shall be considered Reserves. Trades between Bid Flight Attendants and Reserve Flight Attendants, except when they are on red circle days off, are subject to the approval of Crew Scheduling.

B. **Company Non-Approval**

The Company will not approve pick ups, drops, trades or exchanges that do not conform with applicable provisions of this Section 12.

C. **Request Submittal**

Requests for pick ups, drops or trades between Flight Attendants shall be submitted to the Crew Scheduling Office via the automated trading system.

D. **Requests After Final Bids**

1. After the final bids are posted, requests for pick ups, drops or trades may be submitted to Crew Scheduling until four (4) hours before scheduled departure for foreign destinations (two (2)) hours for all other destinations/groupings). Such requests will be processed immediately and results will be available via the crew scheduling system or by calling Crew Scheduling. However, until automation to process trades is present, if Crew Scheduling is working to protect the Daily Flight Schedule because of interruptions caused by weather, mechanical, or other factors beyond the control of the Company, requests submitted less than the minimum hours stated above may not be processed immediately. Every effort will be made to process such requests in a timely manner**.**

2. A Flight Attendant on sick leave may utilize the procedures set forth in D.1. above without limitation.

3. Reserve to Reserve Trades

   Reserves with trips operating over the same days may trade trips provided that such request is made at least four (4) hours prior to departure of the earlier departing trip; does not result in a conflict with any other provision of the Agreement or FARs; and does not result in the net loss of a day or more of availability for the Company (calculated on a per trade basis). Such trades will require Crew Scheduling approval and the approval will not be unreasonably withheld.

   Example: Two Reserves with four days of availability have each been assigned groupings. One has a 3-day HND and the other has a 3-day JFK (ER rest). This trade will

not result in a net loss of a day of availability to the Company.

Example: Two Reserves with two (2) days of availability have each been assigned interisland one-day groupings. One has a six-landing day and the other has an eight-landing day. This trade will not result in a net loss of a day of availability to the Company.

The provisions above will not preclude Crew Scheduling from approving other Reserve-to-Reserve trip trade requests.

E. **Flight Attendant Guarantee Adjustment After Requests**
If a flight time difference is involved in any pick up, drop, trade or exchange, the Flight Attendants' guarantees will be adjusted upward or downward accordingly.

F. **Reserve Flight Attendants Red Circle Day Trades**
Red circle days off traded by Reserve Flight Attendants will remain red circle days off.

G. **Parameters**

1. Inter-Island
Flight Attendants may pick up, drop, trade or exchange flight assignments as long as the provisions of Section 7 are met and, in addition, must provide a rest of twelve hours and forty-five minutes (12:45) between flight assignments. However, if a Flight Attendant is already in rest at her/his domicile, she/he may pick up or trade a flight assignment for the same day, or the next day, which provides an actual rest of twelve hours (12:00) between flight assignments.

2. International

   a. Flight Attendants may pick up, drop, trade or exchange flight assignments as long as the provisions of Section 7 are met.

   b. Flight Attendants may trade/pick-up flights to create a hub turn, if the flights in question are scheduled with a minimum of one (1) hour between block in to block out.

H. **Frequency**
Flight Attendants may trade or drop days that were previously picked up, traded or exchanged.

I. **Printed Schedule Errors**
When there has been a pick up, drop or trade between two (2) Flight Attendants and the Crew Scheduling Office erroneously prints the wrong name of the two (2) involved, the Flight Attendant who picked up or traded to work shall assume the schedule as intended.

SECTION 12: PICK UPS, DROPS, TRADES AND EXCHANGES

J. Interdomicile/Intradomicile Grouping Pick Ups/Drops/Trades

1. A Flight Attendant may drop or trade her/his grouping to a Flight Attendant at another domicile or pick up a grouping from a Flight Attendant at another domicile. It shall be the Flight Attendant's sole responsibility to be in position to fly such grouping.

2. Flight Attendants in the Honolulu operation with an International grouping may pick up, drop, or trade a grouping(s) from, to, or with Flight Attendants with an Interisland grouping and vice versa.

    a. Pick-ups or trades to work an International grouping will be governed by the International rest and flight time limitations.

    b. Pick-ups or trades to work an Interisland grouping will be governed by the International rest and flight time limitations, unless the grouping is immediately preceded and/or followed by another Interisland grouping.

K. Picking Up Understaffed Flight Segments

A Flight Attendant may pick up an understaffed flight segment only at a non-domicile location under the following conditions:

1. Crew Scheduling has been unable to assign the grouping and that segment will leave understaffed.

2. Crew Scheduling shall assign the flight segment to the most senior Flight Attendant requesting the segment at the time of crew check-in.

3. A Flight Attendant picking up the flight segment must sign in and ensure that the Captain’s log/ACARS has been updated.

4. A Flight Attendant picking up the flight segment must be legal to do so. It will be the individual Flight Attendant’s responsibility to ascertain that the flight segment picked up and her/his own grouping, if applicable, will be in compliance with all duty time/flight time limitations as outlined in this Agreement and the F.A.R.s.

5. Duty time and per diem shall begin at report time for the Flight Attendant who is picking up the flight segment.

L. Segment Pick Ups/Drops/Trades

A Flight Attendant may pick up another Flight Attendant’s “segment” provided all parties adhere to the following:

1. A Flight Attendant picking up the flight segment(s) must sign in and ensure that the Captain’s log/ACARS has been updated.

SECTION 12: PICK UPS, DROPS, TRADES AND EXCHANGES

2. A Flight Attendant picking up the flight segment(s) must be legal to do so. It will be the individual Flight Attendant's responsibility to ascertain that the flight segment(s) picked up and her/his own grouping, if applicable, will be in compliance with all duty time/flight time limitations as outlined in this Agreement and the F.A.R.s.

3. Duty time and per diem shall terminate fifteen (15) minutes after block-in of the last flight worked for the Flight Attendant who is dropping her/his segment(s) to another Flight Attendant or thirty (30) minutes when customs clearance upon arrival is required.

4. Duty time and per diem shall begin at report time for the Flight Attendant who is picking up the flight segment(s).

5. If the Company would have otherwise provided a hotel room, only one (1) of the Flight Attendants shall receive the hotel room in the layover city. The Flight Attendants shall determine between themselves who shall be eligible for the room. In the event they cannot determine, the person who works in shall get the room.

6. A Flight Attendant may not use pop-up vacation for any individual segment created under this provision (12.L.). Neither Flight Attendant involved in a pick up, drop or trade under this Section 12.L. may use pop-up vacation for the resulting segments.

7. A Flight Attendant may not drop or trade an individual segment created under this Section 12.L. into open time.

8. A Flight Attendant who has picked up or traded to obtain a segment of an Extended Range or foreign destination pairing may not trade or pick up to obtain another segment of the original pairing.

M. **Reserve Flight Attendants Picking Up Groupings on Red Circle Days Off**
Reserve Flight Attendants on a red-circle day(s) off may pick-up a grouping(s) from Open Time or a Bid Flight Attendant at her/his domicile, in accordance with the parameters set forth in Section 8, Paragraph B.1.b. or in accordance with N.2. below.

N. **Available Open Flying Procedures**

1. The Company shall keep all open flying current in its computer systems. This information will be accessible to Flight Attendants through the Company's automated systems (e.g., Crew Trac, Crew Menu/Voice System) on a twenty-four (24) hour basis. All known open time will be released at noon HST three (3) days prior to the beginning of the new PBS month. This date will be indicated on the monthly bid packet.

2. Picking Up and Exchanging with Open Time

SECTION 12: PICK UPS, DROPS, TRADES AND EXCHANGES

a. Each day at 1800 (HST) Crew Scheduling will process all Bid and Reserve on Red Circle Day Off Flight Attendant requests for picking up and exchanging groupings with open time from the automated trading system and award these requests in order of seniority. Requests must be submitted at least thirty (30) hours prior to the date of departure. (Example: A request for a grouping departing on Thursday must be received in the automated trading system by 1800 on Tuesday.) All requests that cannot be awarded (e.g. grouping not available, trade not legal, etc.) will be discarded.

b. A Flight Attendant's request to exchange a grouping with an open time grouping that covers the same or more calendar days shall be awarded in accordance with Paragraph a., above, without respect to Reserve coverage.

c. For the purpose of exchanging groupings with open time on different calendar days, Crew Scheduling will determine if there is adequate Reserve coverage on the day(s) of the grouping that is to be given up in the exchange. Adequate Reserve coverage for the purpose of this provision shall be defined as ten percent (10%) of the total number of Flight Attendants needed to staff the flight schedule that day(s) plus the contractual number of Standbys plus the number of Flight Attendants needed to cover any known open flying. In the event the number of Flight Attendants requesting to “give up” a grouping via an exchange with open time exceeds the number of drops that can be awarded on any day(s) of the grouping to be given up, the give ups/drops shall be awarded in seniority order.

3. Trip Requests

a. Each day at 1030 (LDT) Crew Scheduling will begin assigning open groupings to Bid Flight Attendants and Reserve Flight Attendants on Red Circle Day(s) Off, in seniority order, who have a specific request for a grouping, extra flying or same day of departure grouping exchanges prior to assigning a Reserve Flight Attendant. Such requests must be submitted to Crew Scheduling via the automated trading system. A request may be changed or rescinded by the Flight Attendant by 1030 LDT the day prior to the date of departure. Requests shall remain in effect until the bid/GDO trip request award process is complete. The Flight Attendant shall be notified via the automated trading system on the day before departure that her/his request has been awarded.

b. A Reserve Flight Attendant may request open time via the Reserve Self Assignment Process using the automated system in accordance with Section 8. The Company shall make its best effort to grant Reserve Flight Attendants' requests in order of seniority, after the assignment of Bid Flight Attendants, as provided in this Section.

SECTION 12: PICK UPS, DROPS, TRADES AND EXCHANGES

4. For purposes of this Paragraph N., a Flight Attendant may only pick-up and exchange groupings within her/his domicile (i.e. LAX or HNL).

5. If a grouping is canceled, the Flight Attendant picking up the grouping shall be assignable for make up, as provided in Section 3.

6. A Flight Attendant who picks up a grouping(s) may not drop below six (6) minimum days off.

O. **Dropping Groupings**

1. A Bid Flight Attendant shall be allowed to "drop" a grouping as long as it is "picked up" by another Flight Attendant who is available, willing, and legal to fly the grouping.

   a. Procedures for Trip Groupings eligible for Holiday Pay
   Groupings eligible for Holiday Pay must be posted for a period of twelve (12) hours beginning at 6 a.m. local domicile time and will then be awarded in seniority order among those flight attendants requesting the grouping. Flight Attendants must be legal and available for the entire grouping in order for it to be awarded. If the grouping is not awarded via this process the grouping may be dropped directly to another flight attendant.

   b. Procedures for Dropping Groupings with Extended Range Flights, Turns or Charters.
   Groupings with Extended Range Flights, Turns or Charters must be posted for a period of twelve (12) hours beginning at 6 a.m. local domicile time and will then be awarded in seniority order among those flight attendants requesting the grouping. Flight Attendants must be legal and available for the entire grouping in order for it to be awarded. If the grouping is not awarded via this process the grouping may be dropped directly to another flight attendant.

   c. "Turns" as used in paragraph b. above means a one duty period grouping with a maximum of two segments which begin and end in domicile, excluding an interisland grouping that would meet these criteria.

   d. The procedures specified in b. above shall not apply to the LAX domicile.

   e. At 1800 local domicile time, the Extended Range, Turns, Charter or Holiday (ETCH) Drop Folder will be frozen and a Flight Attendant may not remove a posted grouping from the ETCH Drop folder prior to the awards being completed. If the grouping is not awarded during this process, all trading restrictions will be removed and the grouping will be deemed to have satisfied the required posting period and will be moved to the cleared ETCH folder***.***

SECTION 12: PICK UPS, DROPS, TRADES AND EXCHANGES

2. Crew Scheduling will begin processing drops and pick up awards per O.1., above, at 1800 HST. The processing of Open Time awards will begin immediately following the completion of the awards in O.1.

3. Additionally, a Bid Flight Attendant shall be allowed to drop a grouping to open time provided there is adequate Reserve coverage. Adequate Reserve coverage for the purpose of this provision shall be defined as ten percent (10%) of the total number of Flight Attendants needed to staff the flight schedule that day(s) plus the contractual number of Standbys plus the number of Flight Attendants needed to cover any known open flying. In the event the number of Flight Attendants requesting to drop a grouping exceeds the number of drops that can be awarded on any day(s) of the grouping to be dropped, the drops shall be awarded in the order the requests were received.

4. A Flight Attendant whose desire to drop a grouping to open time cannot be accommodated in accordance with Paragraph O.2. above, shall notify Crew Scheduling to post the grouping she/he wishes to drop with available open time by leaving a request in the designated voice mailbox at least thirty (30) hours (local domicile time) prior to the date the grouping originates. Additionally, such Flight Attendant may request to drop a grouping in accordance with the procedures in N.2.d. above. If the grouping can be awarded to a Flight Attendant who has requested to pick up additional flying, the request to drop will be granted.

P. **Alternative Scheduling System**

The Company and the Association have agreed to explore an alternative electronic scheduling system that can accommodate grouping pick ups, drops, trades and exchanges. In the event a mutually acceptable alternative system is identified, the Company and the Association shall proceed in good faith to identify the provisions of this Agreement that must be modified to accommodate such a system. The provisions of this Agreement shall continue to apply unless and until mutually acceptable provisions are agreed upon.

Q. **Compensation and Benefits Guidelines for Flight Attendants Ending a Month with fewer than Thirty-Five (35) Credited Hours Due to Dropping/Trading/Exchanging**

1. Flight Attendants shall accrue for that month:

   a. Sick leave and vacation at one-half (1/2) the rates for regular Flight Attendants.

   b. Full seniority and one-half (1/2) longevity.

2. A Flight Attendant who ends the month with fewer than thirty- five (35) credited hours shall be responsible for paying fifty percent (50%) of all group insurance premiums for benefits provided in Section 32. If, due to this provision, a Flight Attendant is in arrears for three (3) or more months, the Company may request such Flight Attendant to submit payment for the amount due. If payment is not received, or arrangement for

payment has not been made, in a reasonable amount of time, coverage for the benefits provided in Section 32 may be suspended until such time as the Flight Attendant has provided full payment.

SECTION 13: LOW TIME AND REDUCED TIME OPTIONS

A. Low Time Option

1. The Low Time Option shall permit a limited number of non-probationary Flight Attendants in each domicile to fly reduced monthly schedules. Flight Attendants awarded the Low Time Option shall be obligated to the option for the duration of their bid. Notwithstanding the above, in the event a Flight Attendant experiences an unanticipated change in personal circumstances (e.g., marital status, spouse's employment, child care needs, etc.) such that it constitutes a hardship, she must notify the Manager of In-Flight Administration and shall be permitted to vacate her/his position on the Low Time Option.

2. The minimum number of low time positions that will be allocated for bid in each domicile during the following calendar year shall be posted no later than September 1 and shall be based on five percent (5%) of the total number of Flight Attendants on each domicile's seniority list. Note: The current number of positions required in LAX (i.e. 10%) on April 18, 2012, shall be maintained (i.e no reduction) until the 5% provision or other provisions of the Agreement would require an increase. The number of positions available in HNL will be reduced to 100 and will remain there until the 5% provision or other provisions of the Agreement would require an increase. The bidding year for the low time option will be a fiscal year beginning December 1 and running through November 30. During the “Summer Quarter” (June/July/August) the Company may limit the low time option to three percent (3%) of the total number of each domicile’s seniority list, but in no case less than twenty-four (24) Flight Attendants in HNL and three (3) Flight Attendants in LAX.

B. Reduced Time Position(s)

A minimum of one (1) Reduced Time position shall be awarded at each West Coast Domicile each month.

C. Bidding for the Low Time Option

1. Twenty-five percent (25%) of the allocated low time positions for the following calendar year shall be available for an annual bid and shall be awarded in domicile seniority order. Annual Low Time Option bids shall open on September 1 and close on September 10th at noon, local domicile time. The bid results shall be posted on the 11th, no later than 1700, local domicile time.

2. The remaining allocated low time positions shall be available in a quarterly bid process and shall be awarded in domicile seniority order. The bid periods for quarterly Low Time Option awards shall be as follows and the bid results shall be posted no later than 1700, local domicile time, on the 11th of the month.

SECTION 13: LOW TIME AND REDUCED TIME OPTIONS

Bid Period	Applicable Low Time Option Period
September 1-10	1st Quarter (December bid period – February bid period)
December 1-10	2nd Quarter (March bid period – May bid period)
March 1-10	3rd Quarter (June bid period – August bid period)
June 1-10	4th Quarter (September bid period – November bid period)

3. Allocated positions that may remain open after awarding the annual Low Time Option bids in Paragraph C.1., above, shall be added to the quarterly positions that are posted for bid in Paragraph C.2., above.

4. In its discretion, the Company may offer unfilled and/or additional Low Time Option positions on a monthly basis, based on the needs of the service.

   a. Vacated annual Low Time Option positions will be offered for the balance of the term, in seniority order, to Flight Attendants who have been waitlisted.

   b. Vacated quarterly Low Time Options will be offered on a monthly basis, in seniority order, to Flight Attendants who have been waitlisted.

   c. The number of additional positions available for monthly bid shall be posted no later than the first (1st) day of the month preceding the month for which the Low Time Option will apply. Bids will close at noon, local domicile time, on the tenth (10th) and the results shall be posted no later than 1700, local domicile time, on the eleventh (11th).

5. Flight Attendants on non-active status shall be allowed to apply or bid for the Low Time Option as long as they are scheduled to be on active status during the month(s) they wish to be awarded the Low Time Option.

D. **Bidding for the Reduced Time Position(s)**
Flight Attendants at each West Coast domicile may submit a bid for the Reduced Time position(s) for the subsequent month between the first (1st) and by 1200 local domicile time on the seventh (7th) day of each month. The reduced time position(s) shall be awarded in seniority order.

E. **Line Building Parameters**

1. Flight Attendants awarded the Low/Reduced Time Options shall be required to build their monthly bid runs to a minimum of thirty-seven and one half (37½) hours and to a maximum of fifty-five (55) hours.

SECTION 13: LOW TIME AND REDUCED TIME OPTIONS

2. Low/Reduced Time Option Flight Attendants who are awarded Reserve runs shall be available for nine (9) days of Reserve availability per month. Such days shall be scheduled in increments of not less than two (2) consecutive days.

3. Low/Reduced Time Option Reserves shall be entitled to receive four (4) red circle days off, two (2) of which must be scheduled as consecutive days off. All other days off shall be considered non-red circle days off.

F. **Line Growth**

In the event a Low/Reduced Time Flight Attendant is projected to exceed the fifty-five (55) hour maximum due to line growth, she/he shall be required to complete all trips in her/his line (inclusive of pick ups) and the compensation provisions in Section 7.G. (double pay) shall not apply.

G. **Trip Drops/Pick Ups**

1. As an exception to Section 7.B. (Monthly Maximum), a Low/Reduced Time Flight Attendant shall not be permitted to pick up a trip(s) if, at the time of pick up, the scheduled value of such trip(s) would project her/him above the fifty-five (55) hour maximum.

2. A Low/Reduced Time Flight Attendant shall be permitted to drop a trip(s) from her/his line in accordance with the provisions of this Agreement.

3. As an exception to Section 7.B., a Low/Reduced Time Reserve Flight Attendant shall not be permitted to pick up a trip(s) on her/his red circle days off.

H. **Compensation and Benefit Guidelines for the Low/Reduced Time Option**

1. Low/Reduced Time Option Flight Attendants shall be guaranteed thirty-seven and one half (37½) minimum monthly pay hours, to be paid on the seventh (7th) of the respective month. Reconciliation for that month's activity shall occur on the seventh (7th) of the following month.

2. Low Time Option Flight Attendants shall accrue:

   a. Sick leave and vacation at one-half (1/2) the rates for regular Flight Attendants.

   b. Full seniority and one half (½) longevity.

3. By way of payroll deductions, Low Time Option Flight Attendants shall be responsible for paying the Flight Attendant contributions for benefits provided in Section 32. However, if a Low Time Option Flight Attendant ends the month with fewer than thirty-five (35) credited hours due to dropping/trading/exchanging, she/he shall be responsible for paying fifty percent (50%) of all group insurance premiums for benefits provided in

SECTION 13: LOW TIME AND REDUCED TIME OPTIONS

Section 32. If, due to this provision, a Flight Attendant is in arrears for three (3) or more months, the Company may request such Flight Attendant to submit payment for the amount due. If payment is not received, or arrangement for payment has not been made, in a reasonable amount of time, coverage for the benefits provided in Section 32 may be suspended until such time as the Flight Attendant has provided full payment.

4. Reduced Time Option Flight Attendants shall maintain full time benefits, including all group insurance, sick leave, vacation and seniority/longevity accruals, except as provided in Section 12.Q.

SECTION 14: FILLING OF VACANCIES

The objective of this Section is to provide an orderly method of applying the principle of seniority, as defined in Section 9, to the filling of vacancies.

A. Vacancy at a Permanent Domicile

1. A permanent vacancy shall be any vacancy which is anticipated to exist for one hundred twenty (120) days or more at a permanent domicile.

B. Procedure for Filling a Permanent Vacancy

1. A Flight Attendant desiring to transfer to a different domicile may submit a bid for permanent vacancies. Such bid shall be in writing to the Director of In-Flight/designee stating the domicile to which she/he desires to transfer. Flight Attendants may submit or withdraw their bids at any time and nothing herein shall prohibit a Flight Attendant from having more than one domicile bid on file.

2. When permanent domicile vacancies occur, the Flight Attendants, in order of seniority, who have a bid on file will be offered an opportunity to transfer and fill the vacancy provided they will be available for duty and shall receive no less than thirty (30) days notice of the date required to be available for duty at the domicile to which transferring. However, when a Flight Attendant refuses the opportunity to transfer she/he shall not submit another bid on file for a permanent vacancy for a period of three (3) months from the date of refusing the offer to transfer.

3. In the event there are no bids on file or no Flight Attendant accepts the vacancy, the Company shall post such vacancies for a minimum of seven (7) days at each domicile for bidding system wide. Vacancy bulletins shall state:

    a. Number of vacancies;

    b. Location of vacancies;

    c. Place bids are to be sent;

    d. Last date on which bids will be received;

    e. Date of Assignment into the vacancy; and

    f. When awards are to be posted (within two days of receipt of bids)

4. Bids for permanent vacancies shall be awarded according to system seniority. Whenever an insufficient number of Flight Attendants bid for a bulletined vacancy(s), the Company shall recall furloughed Flight Attendants as provided for in Section 16 to fill such vacancy(s) prior to assigning active Flight Attendants in inverse system seniority order.

SECTION 14: FILLING OF VACANCIES

5. A Flight Attendant who is awarded or assigned a permanent vacancy will receive no less than thirty (30) days written notice of the date required to be available for duty at the domicile to which transferring.

6. Flight Attendants assigned to a permanent vacancy will be eligible for moving expenses, etc. as outlined in Section 5.

C. **Bids on File**

The Company shall maintain a central file of all bids for permanent vacancies.

D. **Displacement Procedures**

1. Whenever flying time is reduced, curtailed, or transferred from a domicile for any reason which would result in a surplus of Flight Attendants the Company shall notify the MEC President and shall either retain the surplus of Flight Attendants at that domicile or implement the following procedures in the following order to reduce the surplus of Flight Attendants.

   a. The Company shall cancel temporary duty assignments at the domicile being reduced. When canceling such assignments, the Company shall offer the cancellation in seniority order, and if no Flight Attendant accepts, the Company shall assign the cancellation in inverse seniority order. The Company shall give no less than thirty (30) days notice when canceling temporary duty assignments.

   b. Low Time Options and Leaves of Absence shall be offered at a domicile to offset a reduction at that domicile and any Flight Attendant who volunteers shall be entitled to the provisions of Section 16, paragraph L.2.

   c. The Company shall post a bulletin forty-five (45) days prior to a reduction at every domicile where a displacement may occur. Such bulletin shall be posted for bidding a minimum of seven (7) days and shall include the following:

      (1) What domicile(s) being reduced

      (2) Effective date of reduction

      (3) Number of Flight Attendants being reduced

      (4) Where bids are to be sent

      (5) Last date on which bids are to be received

      (6) When results are to be posted (3 days after close of bids)

      (7) A list of Flight Attendants who may be displaced at each domicile.

SECTION 14: FILLING OF VACANCIES

The list of Flight Attendants who may be displaced shall be:

(a) The most junior Flight Attendants at every domicile who will be active at the time of the reduction.

(b) The number of Flight Attendants who may be displaced at each domicile shall be determined by the total number of Flight Attendants being reduced.

2. Bidding

a. When a domicile is being reduced, only Flight Attendants at the domicile being reduced may bid to take the reduction and must designate on their bids the domicile to which they wish to transfer.

b. All Flight Attendants listed as those who may be displaced must submit displacement bids listing domiciles in order of preference, into which they wish to bump should they be displaced.

3. Awards

a. Bids for reduction as provided for in D.2.a of this Section shall be awarded according to seniority. Whenever an insufficient number of Flight Attendants bid for a reduction the Company shall assign Flight Attendants at the domicile being reduced in inverse seniority order. Flight Attendants who are awarded or assigned a reduction shall be considered displaced.

b. Flight Attendants who are displaced shall be awarded their domicile preference according to their system seniority.

c. Flight Attendants who should have but did not submit a displacement bid and are displaced shall be assigned a domicile by the Company.

d. Flight Attendants who were not listed and therefore did not submit a displacement bid and are displaced shall be notified by the Company and shall have forty-eight (48) hours from notification to exercise their seniority to displace into any domicile according to their system seniority.

e. Flight Attendants who have been assigned or awarded a displacement will receive no less than thirty (30) days written notice of the date required to be available for duty at the domicile to which transferring.

f. Flight Attendants who transfer as a result of a reduction/displacement shall be granted moving expense, relocation and travel time as provided in Section 5.

SECTION 14: FILLING OF VACANCIES

g. Non-active Flight Attendants who would have been affected by a reduction or displacement shall be allowed to exercise their seniority rights to displace forty-five (45) days prior to returning to active status unless the Company requests they displace earlier.

E. **Leave in Lieu of Displacement to Another Domicile**

1. If a Flight Attendant hired prior to April 1, 1984 is displaced, assigned or recalled to a domicile other than Honolulu, in inverse seniority order, she/he shall have the ability to refuse such assignment and shall be placed on Leave of Absence. However, if it becomes necessary for the Company to hire new Flight Attendants in order to fill the vacancy the Flight Attendant who refused the assignment may be required to accept the assignment on an interim basis for a period not to exceed two (2) weeks or until the newly hired Flight Attendant is qualified, whichever is sooner and such Flight Attendant will be eligible for expenses as outlined in Section 15, Paragraph A.4.

2. The Flight Attendant taking such leave shall be recalled as soon as there is a vacancy in Honolulu. Such Flight Attendant shall be offered any new or additional vacancies. If such recalled Flight Attendant again turns down a vacancy other than Honolulu the process noted above shall be repeated.

3. Flight Attendants who are required to take a leave of absence as noted above and decide to terminate their medical/dental benefits during the leave of absence shall have their medical/dental benefits reinstated upon return to active employment.

F. **Emergency Transfer**

When a Flight Attendant desires to vacate her/his domicile assignment for personal reasons due to hardship, the request to vacate shall be considered jointly by the Vice President of Inflight Services, or designee, and the MEC President or designee, in accordance with their mutual agreement, and a decision may be rendered permitting such Flight Attendant to vacate the assignment and be assigned to another domicile on a temporary or permanent basis.

G. **Mutual Transfers**

When few or no vacancies exist on the system, the Company shall consider requests by the MEC President or designee that the Company honor mutual transfer requests by seniority. Such transfers shall be at the expense of the Flight Attendants involved.

H. **Bidding for Transferring Flight Attendants**

Flight Attendants transferring to a permanent vacancy shall be able to bid for a monthly schedule at the domicile they are based and at the domicile to which they are transferring, provided such bids are submitted prior to the closing of the monthly bid.

I. **Procedures for Filling Vacancies at New or Re-established Domiciles**

SECTION 14: FILLING OF VACANCIES

1. The Company shall give at least sixty (60) days written notice before activating a new or re-established domicile.

2.

   a. Sixty (60) days prior to activating a new or re-established domicile the Company shall post a bulletin in the Flight Attendant Lounge at each domicile and in the mailbox of each Flight Attendant. Copies of the bulletin will be provided and sent at Company expense by regular mail to each Flight Attendant on leave, vacation or layoff at the last address on file. The Flight Attendant members of the Flight Attendant System Award and Assignment Committee shall handle the mailing of such bulletins.

   b. Bidding shall be for a minimum of ten (10) days and such bulletin shall state:

      (1) Number of vacancies;

      (2) Location of new or re-established domicile(s);

      (3) Place bids are to be sent;

      (4) Last date on which bids will be received;

      (5) Date of assignment into the vacancy; and

      (6) When awards are to be posted (within two days of receipt of bids).

   c. Bids for new or re-established domicile(s) shall be awarded according to system seniority. Whenever an insufficient number of Flight Attendants bid for a new or re-established domicile(s), the Company shall recall furloughed Flight Attendants as provided for in Section 16 to fill such vacancy(s) prior to assigning active Flight Attendants in inverse system seniority order.

   d. A Flight Attendant who is awarded or assigned a new or re-established domicile will receive no less than thirty (30) days written notice of the date required to be available for duty at the domicile.

3. All Flight Attendants transferring to a new or re-established domicile(s) shall be entitled to the provisions of Section 5.

J. **Closing a Domicile**

1. The Company shall not close a permanent Flight Attendant domicile unless at least sixty (60) days prior written notice is given to all Flight Attendants. When a domicile is closed, all Flight Attendants at that domicile who are affected shall be allowed to exercise their

seniority to move to the domicile of their choice. All moves will be considered as being moved at Company request, Section 5, Paragraph A.5. and will be handled in accordance with the displacement procedures outlined in this Section, Paragraph D.

2. In the event a domicile opened as a permanent domicile is closed within one hundred eighty (180) days it will be treated retroactively as a temporary domicile in accordance with Section 15, Paragraph B. Any Flight Attendant who moves to a domicile which is closed within a one hundred eighty (180) day period will be moved to her/his new domicile in accordance with the provisions outlined in paragraph J.1. of this Section.

K. **System Awards and Assignment Committee**

1. A System Awards and Assignment Committee shall be established for the purpose of implementing the procedures relating to the filling of vacancies as set forth in this Section. The responsibilities of this committee shall include, but not necessarily be limited to, the following:

   a. Promulgating and maintaining clear, concise and complete rules, practices and procedures governing bidding, assigning and awarding the filling of vacancies.

   b. Monitoring the award or assignment of all vacancies system wide. Flight Attendant members will be notified of the date, time and place of such awards and may be present at the award or assignment of each vacancy.

   c. Reviewing disputes which arise out of the administration of this Section and preparing recommendations as to the disposition of such disputes.

   d. Ensuring that the procedures set forth in this Section are correctly administered.

2. The Committee shall be composed of an equal number of representatives from the Company and the Association, and either party may call a meeting when it deems necessary.

3. No decisions or actions of the Committee shall in any way restrict or otherwise abridge the rights of any Flight Attendant to seek relief pursuant to the provisions of Section 23 of this Agreement.

4. No decisions or actions of this Committee shall supersede or negate anything in this Agreement.

L. **New Hires**

New Hire Flight Attendants will not be allowed to bid out (this does not apply to Company requests) of their initial domicile for a period of one year from their date of hire. However, the Company may waive this restriction.

SECTION 15: TEMPORARY DUTY ASSIGNMENTS

A. Temporary Duty Assignment at a Permanent Domicile (not the Flight Attendant's permanent domicile)

1. Temporary duty assignments at permanent domiciles shall be for periods of no more than one hundred twenty (120) days and no less than seven (7) days, including travel time.

2. Procedures for Filling Temporary Duty Assignments

   a. Temporary Duty Assignments 30 Days or Less

      (1) Temporary duty assignments of thirty (30) days or less shall be offered in system seniority order to all Flight Attendants who have a bid on file. Such bids may be submitted or withdrawn at any time and shall be in writing to the Director of In-Flight/designee. The Company shall maintain a central file of all bids for temporary duty assignments.

      (2) In the event there are no bids on file or no Flight Attendant accepts the assignment(s) the Company shall assign in inverse system seniority order the most junior Flight Attendant.

   b. Temporary Duty Assignments More Than 30 Days

      (1) The Company shall post a bulletin for temporary duty assignments of more than thirty (30) days for a minimum of seven (7) days at each domicile for bidding system wide. Such bulletin shall state:

         (a) Number of temporary duty assignments;

         (b) Location of the temporary duty assignment(s);

         (c) Place bids are to be sent;

         (d) Last date and time on which bids will be received;

         (e) Date assignment is to begin;

         (f) Length of assignment; and

         (g) When awards will be posted (within two days of receipt of bids).

      (2) Bids for temporary duty assignments shall be awarded according to system seniority. Whenever an insufficient number of Flight Attendants bid for a bulletined temporary duty assignment(s), the Company shall recall furloughed Flight Attendants, as provided in Section 16 of this Agreement, to fill such

SECTION 15: TEMPORARY DUTY ASSIGNMENTS

assignment(s) prior to assigning active Flight Attendants in inverse system seniority order.

3. Extending Temporary Duty Assignments
   The Company may offer Flight Attendants, in order of their seniority, on temporary duty assignment, the option to extend their duty assignment up to a maximum of fourteen (14) days.

4. Expenses

   a. Provisions of Section 4 of this Agreement will apply.

   b. A Flight Attendant shall be allowed to provide her/his own residence at a temporary duty assignment and the Company shall give to that Flight Attendant lodging compensation which shall be the same amount of money the Company would have paid for hotel accommodations. However, it is understood that if the Company is not the actual party paying for the hotel accommodation (charter Company provides lodging) that the Flight Attendant shall not be eligible for lodging compensation.

   c. A Flight Attendant prior to departing for her/his temporary duty assignment may request and receive an advance of her/his expense allowance and lodging compensation.

5. A Flight Attendant shall be given adequate travel time to her/his temporary duty assignment or she/he may be required to work a trip to her/his temporary duty assignment. In either case, a Flight Attendant shall be given one day off prior to her/his leaving for her/his temporary duty assignment and one day off upon her/his return after her/his temporary duty assignment. Such days off may be part of her/his guaranteed days off.

6. Nothing shall preclude a Flight Attendant from bidding or being awarded a temporary duty assignment. However, in order to be awarded a temporary duty assignment, a Flight Attendant must be available to begin the temporary duty assignment on the designated starting date.

7. Travel Provisions

   a. Each member of a Flight Attendant's immediate family (eligible dependents who reside with the Flight Attendant, including domestic partner) shall be allowed one round trip, space available ticket to the temporary duty assignment, provided a Flight Attendant's award to a temporary duty assignment is for ninety (90) days or more.

   b. The Company shall provide every Flight Attendant assigned to a temporary domicile round-trip positive space air <u>transportation</u> to her/his permanent domicile once

during each ninety (90) day period while she/he is away from her/his permanent domicile.

c. The Company shall provide a Flight Attendant who suffers a serious illness or injury while on temporary duty assignment the most expeditious means of transportation to the medical facility of her/his choice and shall pay the costs of a designated individual to accompany her.

8. Vacation

a. A Flight Attendant Awarded or Assigned a Temporary Duty Assignment of 30 Days or Less:

(1) In accordance with needs of service a Flight Attendant shall be allowed to take her/his scheduled vacation.

(2) If needs of service do not allow her/him to take her/his scheduled vacation, she/he shall have the option to:

(a) "Cash Out" her/his vacation at three (3.0) hours per day at her/his hourly rate of pay; or

(b) Utilize the provisions of Section 18 of the Agreement to cancel and/or reschedule her/his vacation.

b. A Flight Attendant Awarded or Assigned a Temporary Duty Assignment of More than 30 Days:

A Flight Attendant shall have the option to:

(1) Take her/his scheduled vacation; or

(2) "Cash Out" her/his vacation at three (3.0) hours per day at her/his hourly rate of pay; or

(3) Utilize the provisions of Section 18 of the Agreement to cancel and/or reschedule her/his vacation.

B. **Temporary Duty Assignment at a Temporary Domicile**

1. Filling of Temporary Domiciles

a. As soon as it is known, the Company shall post a bulletin for temporary domiciles of more than thirty (30) days for a minimum of seven (7) days at each domicile for bidding system wide. Such bulletin shall state:

SECTION 15: TEMPORARY DUTY ASSIGNMENTS

(1) Number of temporary domicile assignments;

(2) Location of the temporary domicile assignment(s);

(3) Place bids are to be sent;

(4) Last date and time on which bids will be received;

(5) Date assignment is to begin;

(6) Length of assignment; and

(7) When awards will be posted (within two days of receipt of bids).

b. Bids for temporary domicile assignments shall be awarded according to system seniority. Flight Attendants who have been awarded a position at a temporary domicile shall remain at that domicile for a period not to exceed 120 days. Positions not filled shall be assigned in inverse system seniority order.

c.

(1) A Flight Attendant hired prior to April 1, 1984 and assigned a temporary domicile in inverse seniority order shall have the ability to refuse such assignment and shall be placed on Leave of Absence if it becomes necessary for the Company to recall a furloughed Flight Attendant or to hire new Flight Attendants in order to fill the temporary domicile position. However, she/he may be required to accept the assignment on an interim basis for a period not to exceed two (2) weeks or until the recalled/newly hired Flight Attendant is qualified, whichever is sooner.

(2) The Flight Attendant taking such leave shall be recalled as soon as there is a vacancy or not later than the duration of the assignment to the temporary domicile. Such Flight Attendant shall be offered any new or additional vacancies. If such recalled Flight Attendant again turns down a temporary domicile the process noted above shall be repeated.

(3) Flight Attendants who are required to take a leave of absence as noted above and decide to terminate their medical/dental benefits during the leave of absence shall have their medical/dental benefits reinstated upon return to active employment.

d. Temporary Domicile Assignments 30 Days or Less

(1) Temporary domicile assignments of thirty (30) days or less shall be offered in system seniority order to all Flight Attendants who have a bid on file. Such bids may be submitted or withdrawn at any time and shall be in writing to the

SECTION 15: TEMPORARY DUTY ASSIGNMENTS

Director of In-Flight/designee. The Company shall maintain a central file of all bids for temporary domicile assignments.

(2) In the event there are no bids on file or no Flight Attendant accepts the assignment(s) the Company shall assign in inverse system seniority order the most junior Flight Attendant.

e. If the Company decides to reduce the number of Flight Attendants at a temporary domicile, the reductions shall be offered in order of seniority. If no Flight Attendant accepts the reduction the Company shall assign the reduction in inverse seniority order.

f. Flight Attendants at temporary domiciles shall not be eligible to fill vacancies or openings of thirty (30) days or less.

2. Vacation
Flight Attendants awarded or assigned a temporary domicile shall have the option to:

a. Take their scheduled vacation;

b. "Cash out" their vacation at three (3.0) hours per day at their hourly rate of pay; or

c. Utilize the provision of Section 18 of this Agreement to reschedule their vacation.

3. Leaves of Absence
Leaves of absence will be based on needs of service.

4. Expenses

a. Provisions of Section 4 of this Agreement will apply.

b. A Flight Attendant shall be allowed to provide her/his own residence at a temporary domicile and the Company shall give to that Flight Attendant lodging compensation which shall be the same amount of money the Company would have paid for hotel accommodations. However, it is understood that if the Company is not the actual party paying for the hotel accommodation (charter Company provides lodging) that the Flight Attendant shall not be eligible for lodging compensation.

c. A Flight Attendant prior to departing for her/his temporary domicile may request and receive an advance of her/his expense allowance and lodging compensation.

5. Working to Your Temporary Domicile
Flight Attendants who are required to work a trip to their temporary domicile shall have the day off before their departure at their permanent domicile and two (2) days off after their arrival at their temporary domicile.

SECTION 15: TEMPORARY DUTY ASSIGNMENTS

6. Travel Provisions

   a. Each member of a Flight Attendant's immediate family (eligible dependents who reside with the Flight Attendant, including domestic partner) shall be allowed one round trip, space available ticket to the temporary domicile, provided a Flight Attendant's award to a temporary domicile is for ninety (90) days or more.

   b. The Company shall provide every Flight Attendant assigned to a temporary domicile round-trip positive space air transportation to her/his permanent domicile once during each ninety (90) day period while she/he is away from her/his permanent domicile.

   c. The Company shall provide a Flight Attendant who suffers a serious illness or injury while on temporary duty assignment the most expeditious means of transportation to the medical facility of her/his choice and shall pay the costs of a designated individual to accompany her/him.

C. **Charter Flights**

1. Flight Attendants based at locations other than their permanent domiciles shall be allowed unlimited, space available transportation on the Charter Flights. Such Flight Attendants shall travel in uniform and have priority over vacation and pleasure travelers.

2. This agreement is subject to the continued approval by the tour operators to allow Hawaiian Air employees to travel on Charter Flights.

SECTION 16: REDUCTION IN FORCE

A. **Furlough in Inverse Seniority**
In the event of a reduction in personnel, the Company shall furlough Flight Attendants in the inverse order of system seniority.

B. **Furlough Notice Timeframe**
When it becomes necessary to furlough Flight Attendants, at least fourteen (14) calendar days notice or fourteen (14) days of pay in lieu thereof shall be given to probationary Flight Attendants, and at least thirty (30) calendar days notice or thirty (30) days of pay in lieu thereof shall be given to all other Flight Attendants.

C. **Current Address Requirement**
A Flight Attendant who has been furloughed due to a reduction in personnel shall file her/his address with In-Flight Services and thereafter shall promptly advise that office of any change in address.

D. **Recall of Furloughed Flight Attendants**

1. The Company shall recall furloughed Flight Attendants in order of seniority, as provided in Section 9 of this Agreement.

2. Notice of recall shall be by certified or registered letter, return receipt requested, sent to the most recent recall address provided by the Flight Attendant.

3. The recall letter shall state:

    a. Name and address of the Company official to whom the Flight Attendant shall forward her/his reply.

    b. A statement of the approximate number of days of anticipated employment.

4. A Flight Attendant shall have fourteen (14) days to accept and notify the Company of her/his acceptance of recall.

5. A Flight Attendant shall have fourteen (14) days to report following notification to the Company of her/his acceptance.

E. **Recall Pay Guarantees**

1. If a recall is anticipated to be less than ninety (90) days, the Flight Attendant shall be guaranteed a minimum of one (1) month's pay, and if a recall is anticipated to be more than ninety (90) days, the Flight Attendant shall be guaranteed a minimum of ninety (90) days pay.

2. Upon cancellation of a furlough notice, the Company shall guarantee each Flight Attendant thirty (30) days of employment from the date of the cancellation notice, at

SECTION 16: REDUCTION IN FORCE

the rate of pay to which her/his longevity entitles her/him, and subsequent furloughs shall be in inverse order of seniority in accordance with Paragraphs A. and B. above.

F. **Failure to Accept Recall**

A furloughed probationary Flight Attendant who fails to accept a recall anticipated to be more than thirty (30) days shall be considered to have resigned from the Company's employ and shall lose all seniority rights. A furloughed non-probationary Flight Attendant who fails to accept a recall anticipated to be more than ninety (90) days shall be considered to have resigned from the Company's employ and shall lose all seniority rights.

G. **Forfeiture of Recall Rights**

In the event no Flight Attendant desires to accept recall for periods less than noted in Paragraph F. above, the Company may recall a Flight Attendant in inverse order of seniority, in which case such Flight Attendant will be required to report for duty not later than fourteen (14) days following receipt of written notice.

H. **Furloughed Flight Attendant Non-Entitlement Provision**

A Flight Attendant on furlough shall not be entitled to preference in re-employment if she/he does not comply with the requirement of Paragraph C of this Section; if she/he does not notify the Company in writing of her/his intention to return to service within fourteen (14) days after receiving notice offering to re-employ her/him; or if she/he does not return to the service of the Company on or before the date specified in the notice offering such re-employment. The date of offered re-employment shall not be less than twenty-eight (28) days after such notice is received by the Flight Attendant as provided in Paragraph D. above. (See Paragraph G. above for exceptions to this requirement.)

I. **Period Between Recall letter and Filled Vacancy**

During that period between the date on which a recall letter has been sent and the recall vacancy or vacancies have been filled by the return of a recalled Flight Attendant, the Company may utilize a Flight Attendant more junior than the Flight Attendant recalled. Such junior Flight Attendant shall promptly be furloughed when a more senior recalled Flight Attendant reports for duty. Such junior Flight Attendant shall be guaranteed a minimum of one (1) week's pay in accordance with Section 3 but shall not be entitled to advance notice of furlough.

J. **Furloughed Flight Attendant Seniority Accrual**

Flight Attendants furloughed shall retain and accrue seniority. All such furloughs shall expire at the end of five (5) years from the effective date thereof, and the Flight Attendant shall cease to have preference to re-employment and shall forfeit all seniority and longevity previously accrued.

K. **Inter-Island Part-time Positions**

A furloughed Flight Attendant whose name appears on the Flight Attendants System Seniority List as of September 1, 1977 shall, upon request, be eligible for assignment as a

part-time Flight Attendant, in accordance with Paragraph S.1. of Section 7 of this Agreement.

L. **Posting, Insurance, and Voluntary Furlough**

1. In accordance with Sections 13 and 17 of this Agreement, the Company will post a notice in the Flight Attendant Lounge and electronically on the In-Flight Services website offering Low Time Option positions and leaves of absence of thirty (30) days or more to Flight Attendants not affected by a planned reduction in force to minimize the number of Flight Attendants who would otherwise be furloughed. Flight Attendants taking leave of absence under this Paragraph will be eligible to receive reduced fares or passes to the extent permitted by interline agreements. In addition, they shall continue to accrue longevity for thirty (30) days.

2. The Company shall pay the group insurance premiums for a period not to exceed six (6) months for any Flight Attendant who volunteers to take a leave of absence / Low Time Option position to offset the number of furloughs.

3. Voluntary Furlough

   a. The Company will offer Voluntary Furloughs to active, available Flight Attendants who would not otherwise be furloughed so that Flight Attendants who would otherwise be involuntarily furloughed may remain active.

   b. A Voluntary furlough under this program will be for six (6) months. The Company may offer additional voluntary furloughs in increments of six (6) months to thirty-six (36) months.

   c. Voluntary Furlough positions under this program will be posted as soon as practicable but no less than thirty (30) days preceding the month in which the furlough is to commence. The posting will indicate the number of positions available and the projected duration(s) of the Voluntary Furloughs. The total number of positions indicated will include the number of anticipated furloughs. Flight Attendants will have no less than nine (9) days to submit requests after the posting. The Company will advise the Association of the posting of any future Voluntary Furlough positions.

   d. It is understood that the awards to offset involuntary furloughs will be in System seniority order, and then according to a Flight Attendant's preference from the following options:

      (1) Section 16.L. Leaves of Absence

      (2) Section 16.L. Low Time Lines

SECTION 16: REDUCTION IN FORCE

(3) Voluntary Furlough

e. A Flight Attendant must be on active status as of the commencement of the furlough in order to be eligible for Voluntary Furlough.

f. Flight Attendants on Voluntary Furlough are considered to be inactive for the duration of the Voluntary Furlough. In the event more furloughs are anticipated, Flight Attendants on voluntary furlough will be offered the ability to extend their voluntary furlough prior to posting additional Voluntary Furloughs.

g. Flight Attendants electing to take Voluntary Furloughs will receive the benefits outlined in Section 16.L of the Collective Bargaining Agreement. A Flight Attendant may elect to continue coverage at group rates at her/his expense when Company paid coverage ends.

h. Flight Attendants on Voluntary Furlough shall accrue longevity for thirty (30) days after the effective date of the furlough and retain and accrue seniority for the duration of the Voluntary Furlough.

i. A Flight Attendant who elects a Voluntary Furlough may opt to bank any accrued but unused vacation, or may have it paid out at the commencement of the leave. Any scheduled vacation during the period of Voluntary Furlough will be administered using the options offered to Flight Attendants on leave under Section 16.L of the Collective Bargaining Agreement (e.g. cancel or cash out).

j. A Flight Attendant, who elects a Voluntary Furlough, shall not be entitled to the furlough pay outlined in Section 16, Paragraphs M, N, and O.

k. Once a Flight Attendant commences a Voluntary Furlough, she/he will remain on Voluntary Furlough until its expiration. However, the Company reserves the right to terminate a Voluntary Furlough with a minimum of thirty (30) days notice, based on the projected staffing requirements. Voluntary Furloughs, <u>Leaves of absence, and Low Time Lines</u> will be terminated only after all Flight Attendants on involuntary furlough status have returned to active status. Return to service <u>of Flight Attendants on Voluntary Furloughs, Leaves of Absence or Low Time Lines, as provided by 16.L.3.d. above,</u> will be offered in seniority order and assigned in inverse seniority.

l. A Flight Attendant on Voluntary Furlough status will only be allowed to return prior to the expiration of the furlough period, at her/his request for personal reasons due to hardship, with the approval of the Company.

m. If, as a result of a Flight Attendant returning from Voluntary Furlough, a junior Flight Attendant no longer has the seniority to hold a position, such junior Flight Attendant

will be placed on furlough in accordance with Section 16 of the Collective Bargaining Agreement.

n. A Flight Attendant on Voluntary Furlough shall provide the Company with a current address and telephone contact number at all times during the Voluntary Furlough.

o. Upon returning from Voluntary Furlough the Flight Attendant will be covered under the provisions outlined in Section 26.F of the Collective Bargaining Agreement. In addition, Flight Attendants who desire to keep current will have the option of going to training during their period of Voluntary Furlough. The Flight Attendant who exercises this option will be compensated under the provisions of Section 26.C.2.a.(1), and will receive this compensation on their first day of active service upon returning from Voluntary Furlough.

p. The Company will not contest any Unemployment Compensation claim filed by a Flight Attendant who elects a Voluntary Furlough.

q. A Flight Attendant on Voluntary Furlough shall retain the right to bid as an active Flight Attendant for anything that would become effective after her/his return to active status (e.g. leave of absence, monthly schedules, vacation, low time options, etc.).

r. Nothing herein shall permit a Flight Attendant to remain on Voluntary Furlough if a more senior Flight Attendant would be placed on an involuntary furlough status.

s. During the course of the Voluntary Furlough period, should the Company cease operations, all Flight Attendants on Voluntary Furlough status will be treated as if they were on active status at the time the Company ceases operation.

t. Flight Attendants on Voluntary Furlough will be extended on-line passes for spouse, domestic partner and dependents and interline passes as permitted for a period of one (1) year.

M. **Furlough Pay**

A Flight Attendant who has completed probation in accordance with Section 9 of this Agreement shall receive furlough pay for her/his years of active service as follows. Active service means all full-time service for which longevity credit is granted according to the terms of this Agreement.

If Flight Attendant has completed:	She/he will receive furlough pay for:
1 year but less than 2 years	15 days
2 years but less than 3 years	21 days
3 years but less than 4 years	28 days

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4 years but less than 5 years	35 days
5 years but less than 6 years	42 days
6 years but less than 7 years	49 days
7 years but less than 8 years	56 days
8 years but less than 9 years	63 days
9 years but less than 10 years	70 days
10 years but less than 11 years	77 days
11 years but less than 12 years	84 days
12 years but less than 13 years	91 days
13 years or more	98 days

N. **Formula for Furlough Pay per Day**
The amount of furlough pay due per day shall be the maximum monthly hours divided by thirty (30) at the rate of pay to which her/his longevity entitles her/him, which shall be no less than those rates provided in the 1993 Agreement. “Furlough Pay” will be itemized on a Flight Attendant’s paycheck when furlough pay is a part of the gross amount of the paycheck. Flight Attendants shall receive furlough pay no later than the regular pay periods.

O. **Furlough Pay for Re-Furloughed Flight Attendant**
A Flight Attendant recalled by the Company and who is later again furloughed shall receive furlough pay for the period of time due pursuant to the above schedule less the aggregate amount of furlough pay paid to her/him because of prior furloughs. A Flight Attendant so recalled shall:

1. Retain all unused furlough pay credits.

2. Accrue seven (7) days furlough pay credit for each year of service after return to duty to a maximum of ninety-eight (98) days.

P. **Work Stoppage**

1. The Company and the Association agree that a Flight Attendant will not be eligible to receive furlough pay or notice if her/his furlough results from a strike, work stoppage, National war emergency, natural disaster or revocation of the Company's Operating Certificate.

2. Flight Attendants will not be disciplined or discharged if they as individuals or as a group honor the legally sanctioned picket lines of another Hawaiian Airlines' employee group.

Q. **No Offsets for Furlough Pay**
The furlough allowances provided herein shall be in addition to any and all other benefits provided under this Agreement.

SECTION 16: REDUCTION IN FORCE

R. **Involuntary Acceptance of Recall**
At no time will a Flight Attendant's involuntary acceptance of a furlough be negatively interpreted to mean that said Flight Attendant has voluntarily terminated.

S. **Furloughed Flight Attendant Medical Coverage**
The Company shall continue to provide for furloughed non-probationary Flight Attendants the medical coverage in effect as of the date of such furlough for a period of up to sixty (60) days. Thereafter, such coverage shall be extended at the Flight Attendant's expense for as long as she/he remains on the seniority list and makes current payments of premiums as they become payable. Payment for such coverage must be received in the Personnel Office by the 20th of the month prior to the month covered.

T. **Travel Benefits While on Furlough**

1. Furloughed non-probationary Flight Attendants and her/his eligible family members, dependents and/or domestic partners shall be extended on-line and interline free and reduced rate transportation privileges in accordance with Company policy, interline reciprocal agreements and federal regulations for a period not to exceed one (1) year.

2. Qualified furloughees will have jumpseat privileges for one (1) year from the date of furlough, subject to seniority and availability.

3. Should any other group's furloughee travel privileges be improved, such improvement shall also apply to furloughed Flight Attendants.

SECTION 16: REDUCTION IN FORCE

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SECTION 17: LEAVE OF ABSENCE

A. **Application**

A Flight Attendant will, upon proper application in writing, be granted a leave of absence without pay as long as it does not create a utilization problem, except that leave requested under FMLA shall be granted as required by law.

1. A Flight Attendant shall continue to retain and accrue seniority during leaves.

B. **Terms and Conditions**

Upon proper application in writing to the Company, a Flight Attendant will, in accordance with Paragraph A above, be granted a leave of absence up to one (1) year and the leave may be extended. Under no circumstances shall a leave be granted for more than five (5) consecutive years, except as provided in Paragraph G of this Section.

1. Flight Attendants, when returning from leaves, will be required to give the Company thirty (30) days' notice of the date of return to active status except only two (2) days notice shall be required for leaves for FMLA purposes.

2. Upon expiration of leaves, a Flight Attendant will be on active status and will be paid and credited what she/he normally would earn from the first (1st) day whether or not the Company has requalified her for flight status, except as provided in Paragraph F of Section 26. Her/his compensation shall be based upon what her/his longevity would entitle her/him to earn.

3. The Company may requalify returning Flight Attendants before the expiration of leaves.

C. **Leaves of Absence Due to Non-Occupational Sickness or Injury**

1. When a Flight Attendant is granted a leave on account of sickness or injury and she/he has exhausted her sick leave account, she/he shall be placed on a medical leave of absence without pay and will retain and continue to accrue seniority until she/he is able to return to duty or is found to be unfit for such duty after review of her/his case in accordance with Section 20. In no case, however, will such leave of absence exceed a total continuous period of five (5) years.

2. Flight Attendants on medical leave of absence without pay will continue to have health insurance premiums paid by the Company until the end of the second month following the month during which the leave commences, or where the employee or employer designates leave as FMLA leave, for the first twelve (12) weeks of leave, if longer.

3. When the leave is granted on account of sickness or injury, a Flight Attendant shall continue to accrue longevity during the first one-hundred eighty (180) day period of such leave.

D. **Outside Employment**

Any Flight Attendant covered by this Agreement on leave of absence who secures

SECTION 17: LEAVE OF ABSENCE

employment with another air carrier or other common carrier in direct competition with the Company without prior written permission from the Company will forfeit her/his seniority rights and her/his name will be stricken from the seniority list.

E. **Leave of Absence Occasioned by Death or Critical Illness in the Immediate Family**

1. A Flight Attendant shall be granted a leave of absence up to five (5) consecutive days for any absence which is occasioned by death or critical illness or critical injury in the immediate family, and she shall be credited and paid for what she normally would have earned. The Company may, at its discretion, request appropriate confirmation of such emergency. In conjunction with such time off, a Flight Attendant will be granted emergency pass privileges to the extent permitted by law and interline agreements. For the purposes of this Paragraph, the immediate family shall include her parents, grandparents, brother, sister, spouse, mother-in-law, father-in-law, legal dependents, domestic partners (same sex) and children.

2. When a Flight Attendant is granted an emergency leave of absence, as provided for in Paragraph E.1. above, she/he may be allowed:

   a. To receive vacation pay and credit of three (3) hours for each applicable day for time lost in excess of the first five (5) days, with her/his vacation accrual charged accordingly;

   b. In order of seniority, to make up any time lost in excess of the first five (5) days, and will not be charged leave without pay except for what she/he fails to make up during the month in which leave is granted.

F. **Personal Emergency Leave of Absence**

1. When a Flight Attendant has been placed on personal emergency leave of absence, she/he may be allowed:

   a. To receive vacation pay and credit of three (3) hours for each applicable day for time lost, with her/his vacation accrual charged accordingly;

   b. In order of seniority, to make up any time lost, and will not be charged leave without pay except for what she/he fails to make up during the month in which leave is granted; or

   c. To not make up any lost time.

2. A Flight Attendant on personal emergency leave shall continue to accrue longevity during the first one hundred eighty (180) day period of such leave of absence.

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G. **Union Leave**

A Flight Attendant hereunder accepting an official position with the Association shall be granted a leave of absence for a period of four (4) years, which may be extended by agreement between the Company and the Association. Such Flight Attendant shall continue to accrue her/his seniority and longevity and shall be subject to all reemployment conditions as set forth in this Agreement.

H. **Order of Granting Leave Applications**

Personal leaves of absence will be granted in order of application and recalled or canceled in reverse order of seniority. If two or more applications bear the same date, preference will be given in order of seniority. However, leaves requested for FMLA purposes shall be granted and may only be canceled at the request of the employee.

I. **Leave of Absence - Disability Due to Pregnancy**

1. No Flight Attendant shall be terminated because of pregnancy. A pregnant Flight Attendant shall have the right to work indefinitely absent circumstances which would affect her capability of performing Flight Attendant duties as certified by her/his physician.

2. A Flight Attendant, upon knowledge of pregnancy, shall promptly notify In-Flight Services of her pregnancy. The Company will provide her physician with a copy of the standard Flight Attendant job description and certification forms. The standard Flight Attendant job description shall reflect accurate working conditions. The completed forms shall be submitted monthly to the Company.

Certification Form_____

This is to certify that _____ is under my care for pregnancy. The expected delivery date is_____. Based upon my examination of Ms. _____ on _____(date) she is/is not capable of performing Flight Attendant duties.

_____ _____
Signature Date

_____ _____
Address Telephone No.

SECTION 17: LEAVE OF ABSENCE

3. A Flight Attendant on disability leave of absence due to pregnancy shall, at her option:

    a. Be entitled to receive part or all of her accrued vacation time at the rate to which her seniority and longevity entitles her;

    b. Be entitled to utilize part or all of her accrued sick leave benefits.

4. Disability leave of absence due to pregnancy is defined as a period commencing from the date of disability and ending when she is capable of performing Flight Attendant duties.

5. Upon expiration of a Flight Attendant's disability leave due to pregnancy, she will be placed on an additional personal leave of absence, if it is requested, for a period not to exceed a date which is fourteen (14) consecutive months from the date she is no longer actively performing as a Flight Attendant. Any additional leave of absence combined with the aforementioned fourteen (14) month leave, shall not exceed twenty-three (23) months.

6. In the event the Flight Attendant's child does not survive, the time limits provided in Subparagraph I.8. of this Section shall apply.

7. During leaves described in Subparagraphs 5. and 6. above, a Flight Attendant will not be required to accept recall.

8. Should a pregnancy be terminated while an employee is on disability leave for some cause other than normal delivery (i.e., miscarriage, abortion, etc.), such leave will be canceled sixty (60) days after such termination or upon expiration of disability, whichever shall occur later. The sixty (60) day period may, however, be extended upon request, in writing, from the Flight Attendant made during the initial sixty (60) day period if such additional time is deemed necessary by her medical examiner. In no case shall this extension be more than six (6) months from the termination of her pregnancy.

9. A Flight Attendant on disability leave of absence due to pregnancy shall continue to accrue longevity during the first one hundred eighty (180) day period of such leave of absence.

10. Notwithstanding provisions herein for pregnant Flight Attendants, any Flight Attendant becoming a parent through adoption or for placement with the employee of a child for foster care shall be granted a parental leave for not longer than ninety (90) days; any Flight Attendant becoming a parent through birth shall be granted a paternal leave of ninety (90) days. The Flight Attendant shall be entitled to utilize vacation benefits as described in Subparagraph 3.a. above. The Flight Attendant shall provide at least thirty (30) days advance notice, if possible. During such a leave, the Company shall provide

SECTION 17: LEAVE OF ABSENCE

group health insurance. Such leaves may be extended depending upon the needs of the service.

J. **Active Military Leave**

A Flight Attendant ordered to extended active military duty shall retain and continue to accrue seniority and longevity for pay purposes. Return to duty after such leave of absence shall be subject to a reasonable qualifying period not to exceed three (3) months. Upon written request, a Flight Attendant may be granted two (2) weeks military leave each year without pay.

K. **Longevity Accrual**

Longevity accrual will be adjusted for leaves of absence in excess of fourteen (14) days except for leaves granted under Paragraphs C.3., F.2., G., I.9., J., and Q. of this Section and as otherwise provided in this Agreement.

L. **Current Address Requirement While on Leave**

Flight Attendants shall be required to keep the Company informed of their current address while on any type of leave of absence.

M. **Return from Leave - Right to Bid**

A Flight Attendant on leave of absence shall retain the right to bid for the month of her/his return to active status as provided for in Section 10.

N. **Leave Program**

The following shall apply to Flight Attendants at the Los Angeles and Honolulu Domiciles. Notwithstanding other provisions in Section 17 to the contrary, the minimum number of leaves of absence available during any month will be no fewer than two (2) for the Los Angeles Domicile and no fewer than eighteen (18) for the Honolulu Domicile. The Company may increase the minimum number of leaves of absence in either domicile providing this does not cause a utilization problem.

1. Leaves of absence applied for under this paragraph shall be designated as a “long term” or “short term” leave of absence.

    a. A “long term” leave of absence shall be defined as a leave of absence without pay for more than one month up to 23 months.

    b. A “short term” leave of absence shall be defined as a leave of absence without pay of one month.

2. When applying for leaves as stipulated above, the following shall apply:

SECTION 17: LEAVE OF ABSENCE

a. Each month applications shall be submitted for leaves of absence as follows:

Apply:	Leave to Begin:
January	March
February	April
March	May
April	June
May	July
June	August
July	September
August	October
September	November
October	December
November	January
December	February

b. Applications for leaves of absence may be submitted on the 1st through the 10th at noon, local domicile time, of each month. Applications submitted prior to the 1st shall be considered submitted on the 1st.

c. There shall be no fewer than one (1) short-term and one (1) long-term leave of absence available each month in the Los Angeles Domicile. There shall be no fewer than nine (9) short-term and nine (9) long-term leaves of absence available each month in the Honolulu Domicile. If there are fewer than the minimum required number of long-term leaves granted, more than the minimum number of short-term leaves will be available so that the cumulative number of available long-term and short-term leaves equals no fewer than two (2) for the Los Angeles Domicile and no fewer than eighteen (18) for the Honolulu Domicile.

d. Leaves of absence shall be granted in seniority order.

e. The Company shall post the list of Flight Attendants who have been granted leaves of absence on the 11th of the month by 1700, local domicile time and Flight Attendants not granted leaves shall be waitlisted.

SECTION 17: LEAVE OF ABSENCE

f. Leaves that have been awarded and are vacated thirty (30) days prior to the commencement of the leave shall be offered to Flight Attendants who have been waitlisted in seniority order.

3. Leaves of absence applied for under this Paragraph (17.N.) shall not include any other leaves of absence, i.e., maternity leaves, medical leaves, leaves to offset furlough, etc.

4. Nothing will preclude a Flight Attendant on leave to apply for a leave of absence under this paragraph; however, Flight Attendants who have been on leave of absence granted under this paragraph for more than three (3) consecutive months must return to active status for a period equal to the leave, up to one (1) year, prior to being placed on another leave.

5. Only non-probationary Flight Attendants shall be allowed to apply for a leave of absence under this paragraph.

6. If fewer than two (2) leaves of absence for the Los Angeles Domicile and eighteen (18) leaves of absence for the Honolulu Domicile have been granted, after the awards have been posted, Flight Attendants may still submit applications for leaves with 30 days written notice. Leaves shall be granted in order of date of application or, if applications bear the same date, in order of seniority.

7. A Flight Attendant's Leave of Absence will not be canceled by the Company once it has been granted. However, a Flight Attendant may cancel her/his leave provided she/he gives the Company sixty (60) days written notice. Upon request by the Flight Attendant, the Company may waive the required sixty (60) days notice.

8. During such Leaves of Absence a Flight Attendant may be required to attend F.A.A. required training if she/he has not left the State of Hawaii. The Company shall not be required to pay Flight Attendants for any FAA required recurrent training which occurs during or because of returning from such Leaves of Absence. The Company will make every effort to schedule check flights so that the Company will not incur any additional expenses, in which case the Flight Attendant will be paid for the check flight.

O. **FMLA/HFLL Leave**

Leaves of absence shall be granted on an intermittent basis when permitted by the Family and Medical Leave Act of 1993 (FMLA), the Hawaii Family Leave Law (HFLL) or any other law.

1. A Flight Attendant shall be eligible for FMLA leave provided she/he has been credited (pursuant to Section 2.J.) with at least five hundred four (504) credit hours in the preceding twelve (12) months.

SECTION 17: LEAVE OF ABSENCE

2. A Los Angeles-based Flight Attendant shall be eligible for HFLL leave on the same basis as if she/he is a resident of the State of Hawaii.

3. A Flight Attendant whose grouping drop for FMLA exceeds her/his FMLA need may, at her/his option, be available on the other day(s) of the grouping to make up the time.

P. **FMLA/HFLL Minimum Requirements**

Any provisions in this Agreement that do not meet the minimum requirements of the FMLA or the HFLL shall be deemed invalid and the requirements of the FMLA and or the HFLL shall be deemed substituted. FMLA/HFLL may be requested by the Flight Attendant or designated by the Company as part of the Flight Attendant's FMLA/HFLL entitlement.

Q. **Flight Release**

1. On any given day a FA can request Flight Release.

2. To apply for Flight Release the FA must submit her/his request in the appropriate folder via FLICA. The request must be made no later than 1030 LDT the day prior to departure of the grouping in order to be processed in seniority order at the applicable time.

3. Crew Scheduling will attempt to award Flight Release in seniority order based upon operational ability. For example, the most senior FA may have a four day grouping; however Crew Scheduling only has a surplus of reserve coverage for one day groupings. In this case Crew Scheduling will award Flight Release in seniority order to those FA's with one day groupings.

4. Requests for Flight Release can be submitted after 1030 LDT the day prior to the departure of the grouping however such requests will be processed on a first-come, first-served basis. Requests received the same day as departure will be granted if available.

5. Flight Release is without pay and credit. If Flight Release is awarded to a reserve, the reserve's minimum monthly guarantee will be reduced by 2.83 hours per day. The guarantee is only reduced if the reserve has not flown *75* hours within the month the Flight Release is granted.

6. Any pairing dropped for Flight Release will be assigned to a reserve.

7. A Flight Attendant may request to cancel a Flight Release request however this will only be granted if the initial Flight Release request has not yet been processed.

8. A Flight Attendant granted flight release will not be eligible for the bonus vacation in that quarter for perfect attendance.

SECTION 18: VACATION

A. **Accrual, Vacation Extension Dates**

A full-time Flight Attendant will accrue one and one-fourth (1¼) days of vacation for each full month of continuous employment with the Company during the remainder of the calendar year after initial date of hire as a full-time Flight Attendant. As of first of January following their date of hire as a Full-time Flight Attendant, vacation will be earned at the rate listed in the table listed below (Sec. 18.A.1.). For purposes of this Paragraph, employment over fifteen (15) days in any month will be considered as one (1) full month.

1. Full-time Flight Attendants who have completed twelve (12) months of service with the Company, in any capacity, shall receive vacation at the following rates:

Completed Years of Service	Vacation Days
1st through 2nd year	14 days
After completion of 2nd year	15 days
After completion of 3rd year	18 days
After completion of 5th year	21 days
After completion of 7th year	22 days
After completion of 10th year	24 days
After completion of 14th year	30 days
After completion of 20th year	35 days
After completion of 25th year	42 days

Accrual Example 1: New Hire

- *Flight Attendant Hire Date of September 15*

	J	F	M	A	M	J	J	A	S	O	N	D	Days Accrued
September 15 – December 31									18.A. (A)				5.00
January 1 – December 31	18.A.1. - Step 1 (B)												14.00
January 1 – September 14	18.A.1. - Step 1 (C)												9.33
September 15 – December 31									18.A.1. - Step 2 (D)				5.00
Calendar Year (E)													14.33

(A) 18.A. – Accrual rate of 1¼ days/full month. (B) 18.A.1., step 1 – Accrual rate of 14 days/year. (C) 18.A.1., step 1 – Accrual rate of 14 days/year, prorated. (D) 18.A.1., step 2 – Accrual rate of 15 days/year, prorated. (E) Accrued vacation for the calendar year.

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Accrual Example 2: Hawaiian Airlines Employee Transfer to In-Flight

- *Hawaiian Airlines Hire Date of June 1*
- *Flight Attendant Start Date of September 15*
- *Has Completed Three Years of Service with Hawaiian Airlines Before Flight Attendant Start Date*

	J	F	M	A	M	J	J	A	S	O	N	D	Days Accrued
September 15 – December 31									18.A. (A)				5.00
January 1 – December 31	18.A.1. - Step 3 (B)												18.00
January 1 – September 14	18.A.1. - Step 3 (C)												7.50
September 15 – December 31						18.A.1. - Step 4 (D)							12.25
Calendar Year (E)													19.75

(A) 18.A. – Accrual rate of 1¼ days/full month. (B) 18.A.1., step 3 – Accrual rate of 18 days/year. (C) 18.A.1., step 3 – Accrual rate of 18 days/year, prorated. (D) 18.A.1., step 4 – Accrual rate of 21 days/year, prorated. (E) Accrued vacation for the calendar year.

2. Except for the first year of employment, a Flight Attendant may take vacation as she/he earns it according to the needs of the service.

3. Should one of the following holidays fall within a Flight Attendant's bid vacation period, her/his vacation will be extended by one (1) day at the end of the vacation period for each holiday falling therein, unless the Flight Attendant otherwise notifies her/his Base Manager or Supervisor. Such notification must be provided no later than 1200 on the sixteenth (16th) of the preceding month. In all cases, a Flight Attendant who wishes to extend a bid vacation period that includes her/his birthday must notify her/his Base Manager or Supervisor of the extension no later than 1200 on the sixteenth (16th) of the preceding month, or such additional vacation day will be cashed out.

Holidays That Qualify for Vacation Extensions
Memorial Day
Admission Day
Thanksgiving Day
Flight Attendant's Birthday

B. **Accrual while on Leave**
Except for time off due to industrial accident or industrial sickness, vacation credit shall not accrue to a Flight Attendant while on leave of absence or sick leave without pay for periods in excess of fifteen (15) days.

SECTION 18: VACATION

C. **Vacation Bidding, Vacation Slots**

1.

a. On September 1 of each year, the Company shall post on its bulletin board a list showing Flight Attendants' names in order of their seniority, the vacation entitlement as of September first (1st), the projected entitlement as of the following January first (1st), each Flight Attendant's first bidding period, and the minimum number of Flight Attendants able to take vacation per day (slots) for the following year as provided in Paragraph C.2.a. and C.3.a. of this Section. Insofar as the requirements of the service will permit, vacation periods will be scheduled at the convenience of the Flight Attendant.

b. In addition, the Company will notify each Flight Attendant of her/his maximum entitlement, the minimum number of vacation days to be taken the following year, the adjusted bid months, if any, for the following year and the specific bidding period assigned to her/him.

2. At each domicile the Company shall allow a minimum number of Flight Attendants to take vacations concurrently as outlined below.

a. The projected maximum vacation entitlement of Flight Attendants at a domicile for the following year, excluding any vacation in excess of a three (3) week accumulation (carry-over) shall be totaled by August thirty-first (31st). The foregoing total of vacation days shall be divided by 365 to determine the minimum number of Flight Attendants per day. Any remainder of.5 or more in the calculation above shall require an additional Flight Attendant.

$$\frac{\text{Total Vacation Days}}{365} = \text{Minimum Flight Attendants Per Day/Vacation Slots}$$

b. The minimum number of Flight Attendants/Vacation Slots as determined in paragraph C.2.a. above shall be adjusted for seasonal needs as follows:

Minimum Annual Vacation Slot Distribution	
120%	January 8 - March 1; September 9 – December 15
100%	March 2 - June 30
80%	July 1 - September 8; December 16 – January 7

3. Minimum Daily Slots for Use of the Pop-Up Trip Bank.

SECTION 18: VACATION

a. The Company will establish a separate pool of vacation slots that will be dedicated for use of the pop-up trip bank. The formula for determining the minimum number of daily pop-up trip slots shall be based on one percent (1%) of the total Flight Attendants in the domicile, with a minimum of two (2) slots per day in each domicile having a minimum of one hundred thirty (130) Flight Attendants assigned to the domicile. In Honolulu one and one-half percent (1.5%) shall be used in any month where Reserves are more than eighteen percent (18%) of the total Flight Attendants in Honolulu. These slots shall be awarded in accordance with Subsection E.3.c. below. In its discretion, the Company may increase the number of slots on any given day(s).

b. The determination of the number of pop-up slots in each domicile will occur twice per year using the actual total Flight Attendants in each domicile: once in August for the subsequent September through February bid months; and in February for the subsequent March through August bid months.

c. The number of vacation slots that remain open after the third bids are awarded may be reduced by the daily minimum pop-up trip slots required in Paragraph C.3.a., above.

D. **Minimum Bidding, Carry Over, Assigning, Leave Provision**

1. A Flight Attendant must bid for at least one period of seven (7) or more consecutive days a year as stipulated in Paragraph E. of this Section. Flight Attendants with less than seven (7) days accrual by December 31st may bid all of such accrual and said vacation will be considered a bid vacation. A Flight Attendant who does not bid for vacation shall be assigned one (1) seven (7) day vacation bid period after the completion of the second bid to available vacation slots.

2. Vacation Carry Over
Flight Attendants may accumulate one (1) week of their annual vacation allowance up to the maximums outlined below, excluding the current year's allowance earned in the previous calendar year, as follows:

Years of Service	Max Carry Over Accumulation
1-9 years	4 weeks
10-19 years	5 weeks
20+ years	6 weeks

3. Assigning of Minimum Vacation

SECTION 18: VACATION

a. Minimum vacation is defined as vacation in excess of the accumulation as specified in D.2. of this Section.

b. After the fourth bid period as stipulated in E.1.d. of this Section has been completed, Flight Attendants who have not scheduled their minimum vacation in the coming year shall be assigned their minimum vacation as provided below:

(1) The Company must offer those periods of vacation to be assigned to Flight Attendants who are being assigned their minimum vacation in order of seniority.

(2) The assigning of minimum vacation must be completed by January thirtieth (30th) of that year.

4. Before taking a leave of absence of ninety (90) days or more, a Flight Attendant shall be required to take or be compensated for all vacation accrued in the calendar years prior to the year in which she/he takes the leave of absence except as provided in Paragraphs C.3., I.3. and I.5. of Section 17 and Paragraph L. of Section 16 of this Agreement.

E. Bidding and Awarding of Vacation

1. At each domicile a Flight Attendant, in order to exercise her/his seniority, must bid for her/his vacation for the next calendar year by the bidding period assigned her/his. All vacation bidding shall be divided into a first, second, third and fourth bidding period. All vacation awards will be posted by November 31st. A Flight Attendant vacation committee will be available to assist in the awarding.

a. First Bid
The first vacation bid period shall be October 1 through October 15 between 0800 and 1600 (local domicile time), excluding weekends. Flight Attendants shall be allowed to bid one-half (½) of their accrued vacation days. Such vacation days may be split into no more than two (2) periods, provided that each period is not less than seven (7) nor more than twelve (12) days. If one-half (½) of a Flight Attendant's accrued vacation is less than seven (7) days such Flight Attendant shall be allowed to bid seven (7) days. Flight Attendants with less than a total of seven (7) days accumulated vacation may bid such vacation. Each Flight Attendant shall be given a specific date and time on which to submit her/his first bid. Bidding will be conducted by seniority. The minimum number of Flight Attendants allowed to bid first vacation concurrently shall be as stipulated in paragraph C.2. of this Section. Flight Attendants who are out on a flight, on vacation, or for some other reason are not available on the day or days they are scheduled to bid must indicate their preference before leaving. Their bids must be in by the deadline date and time. Flight Attendants who have not bid by their scheduled date and time shall be allowed to bid at any time for a period which has not already been awarded to another Flight Attendant. At the time the vacations are bid, approvals shall be given. The approved

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period(s) shall be posted at this time for the information of the remaining Flight Attendants.

b. Second Bid

(1) The second vacation bid period shall be October 16 through October 30 between 0800 and 1600 (local domicile time), excluding weekends. Flight Attendants shall be allowed to bid for any number of additional remaining vacation periods, provided each period is of at least seven (7) days duration. Each Flight Attendant shall be given a specific date and time on which to submit her/his bid in accordance with seniority. Flight Attendants who have not bid by their scheduled date and time shall be allowed to bid at any time for a period which has not already been awarded to another Flight Attendant. Flight Attendants bidding in the second period will not displace any Flight Attendant awarded vacation in the first bid period. Awards and posting shall be completed as in the first bid period.

(2) Ghost Bidding
During the second bid period, Flight Attendants may bid for three (3) seven-day vacation periods during the year. However, in no event shall such bidding exceed fifteen (15) Flight Attendants during any month.

Such bidding shall be for pay purposes only and Flight Attendants shall be paid as stipulated in Paragraph K. of this Section.

c. Third Bid

(1) The third bid period shall be November 1 through November 15 between 0800 and 1600 (local domicile time), excluding weekends. Flight Attendants shall be allowed to bid for any number of additional vacation periods. Each Flight Attendant shall be given a specific date and time on which to submit her/his bid in accordance with seniority. Flight Attendants who have not bid by their scheduled date and time shall be allowed to bid at any time for a period which has not already been awarded to another Flight Attendant.

(2) Flight Attendants submitting third bids shall not displace any Flight Attendant awarded or assigned vacation and all awards shall be by seniority.

d. Fourth Bid
The fourth bid period shall be November 16 through November 30. At any time during the fourth bid period Flight Attendants may designate the number of vacation days to be placed into their individual pop-up trip bank. These days will be converted into hours, using the daily vacation credit multiplied by the number of designated days. Hours from this pop-up trip bank may be utilized in accordance with Subsection E.3.c., below.

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2. All remaining vacation periods after minimum assignments shall be awarded on a first-come, first-served basis after the close of all the bidding periods, except as provided in Subsection E.3.c., below.

3. Pop-Up Vacation
   Pop-up vacation is a period of less than seven (7) consecutive days which has not been awarded as a result of bidding as provided for in paragraph E.1. of this Section.

   a. During any calendar month, a Flight Attendant may, on request, be granted one pop-up vacation period.

      (1) Pop-up vacation may be applied for not earlier than two (2) months prior to the month for which pop-up is requested and no later than the day before PBS bids close for the respective vacation month.

      (2) Pay and credit for pop-up vacation shall be in accordance with paragraph K. of this Section.

   b. Awarding Pop-Up Vacation

      (1) Requests for pop-up vacation for the next month, submitted no later than the day before PBS bids close for that month, shall be granted as long as a vacation slot is available (except as provided in (2) below).

      (2) Requests for pop-up vacation for the month of January shall be kept on file and shall be awarded after the completion of fourth bid.

   c. Pop-Up After Monthly Bid Awards (Pop-Up Trip Bank)

      (1) Flight Attendants may request to use their pop-up trip bank only after they have received their monthly bid awards. Such request must cover all days of the trip and there must be enough pop-up trip slots available before the request will be honored.

      (2) When this provision is used to remove a Bid Flight Attendant from a trip, the full value of that trip will be deducted from the pop-up trip bank. When this provision is used to remove a reserve Flight Attendant from a day of reserve availability, four hours and ten minutes (4:10) per day will be deducted from the pop-up trip bank.

         (a) If there are insufficient hours in the pop-up trip bank to cover the full value of a trip or reserve day, that Flight Attendant's monthly line/minimum guarantee will be adjusted downward by the difference.

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(b) Once a Flight Attendant has exhausted her/his pop-up trip bank, she/he may not request pop-up after the monthly bid awards.

(c) All pop-up trip bank requests shall be awarded once each day at 0900 local domicile time. Popup trip bank requests received at least forty-eight (48) hours in advance of the pop-up day(s) shall be honored in seniority order. Pop-up trip bank requests submitted less than forty-eight (48) hours in advance of the pop-up day(s) shall be awarded on a first come, first served basis. Same day requests will not be awarded.

(d) Any unused hours that remain in the pop-up trip bank shall be paid in cash to the Flight Attendant at year end.

(e) Any portion of a trip carrying into a new month will be blocked as a calendar day(s) of vacation for PBS bidding, provided the pop-up vacation has been awarded by the 16th of the month prior.

F. **Changes after November 15**
After November 15, changes in the vacation schedule may be made by Flight Attendants with the approval of the Company and shall be posted accordingly.

G. **Flight Attendant Vacation Change Request**
If a Flight Attendant requests a change from her/his bid vacation, she/he shall receive a written reply as far in advance as is practicable, but in no case less than two (2) weeks in advance of the beginning of her/his vacation period. In case of unforeseen circumstances (emergency), with the approval of the Company, the Flight Attendant may waive the above.

H. **Foregoing Vacation at Company Request**
Where, at the request of the Company, a Flight Attendant foregoes her/his vacation, she/he may reschedule such vacation period or she/he may elect to accumulate the vacation allowance without being limited by the allowable maximum set forth in Paragraph D.2 above.

I. **Vacation Pay upon Termination**
At termination of employment with the Company, a Flight Attendant shall be paid for accumulated vacation at her/his current hourly rate as provided in Paragraph S. of this Section. Vacation allowances for the year of termination shall be determined as set forth in Paragraph A above. Flight Attendants who do not give the Company fourteen (14) calendar days written notice of their intent to terminate will automatically forfeit accrued vacation credits earned during the year of termination unless circumstances made such prior notice impossible.

J. **Vacation Paycheck Prior to Vacation Period**
Flight Attendants may, if they desire, receive vacation pay checks prior to the beginning of

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their vacation, providing such requests are made in writing at least seven (7) days prior to the beginning of such vacation. In the event of a Company directed change in vacation, the seven (7) day period will be waived.

K. **Pay and Credit for Flight Attendants on Vacation**

1. During the transition to PBS, pay and credit for each vacation day will be four (4.0) hours. This pay and credit provision shall be superseded by Paragraph K.2. below when PBS goes live or January 1, 2002, whichever is later.

2. The pay and credit for each vacation day for all Flight Attendants will be three (3.0) hours.

3. A Flight Attendant shall be eligible for First Flight Attendant premium pay on each of her/his vacation days provided she/he actually bid for the First Flight Attendant position that month and at least fifty percent (50%) of a more junior Flight Attendant's pay and credit hours in their awarded bid line are in the First Flight Attendant position. In the event a Flight Attendant is on vacation for the entire bid month, she/he shall be eligible for First Flight Attendant premium pay on each of her/his vacation days provided at least fifty percent (50%) of a more junior Flight Attendant's pay and credit hours in their awarded bid line are in the First Flight Attendant position.

4. During the interim parallel bidding process, vacations on the paper bid shall be paid and credited in accordance with the provisions of the 1996 Basic Agreement. This Paragraph shall cease to be in effect once the parallel bidding process ends.

L. **Vacation Cancellation**

1. A Flight Attendant may, at her/his option, cancel bid vacation (other than third bids of less than seven (7) days) or any vacation of seven (7) or more days provided there are vacation periods available for her/his to take her/his required minimum for the year. <u>Any vacation slot(s) cancelled by a Flight Attendant will be reposted and made available for Flight Attendants in accordance with E.2., above.</u>

2. Restoring Prorated Days Off
Once a Flight Attendant has canceled a vacation period, her/his prorated day(s) off shall be restored on the first day(s) of the canceled vacation period, unless she/he otherwise notifies her/his Base Manager or Supervisor. In any case, the restored day(s) off will be consecutive days off and must fall within the canceled vacation period.

3. A Flight Attendant who cancels a vacation period in accordance with Paragraph L.1., above, after monthly bidding is closed for reasons other than a status change (e.g. sick leave, OCC) shall be available for make up for time lost due to her/his vacation cancellation as provided in Paragraph M. of this Section, except that she/he may only

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select trips from open time or by assignment by Crew Scheduling. Such Flight Attendant may not pick up a trip(s) from another Flight Attendant if any portion of the trip falls within the period originally covered by the vacation.

4. Third
   Flight Attendants shall be allowed to cancel bid vacations of less than seven (7) days no later than 1200 LDT on the sixteenth (16th) of the month preceding the respective vacation month and shall have the option to (1) reschedule or (2) carry-over if within limits. Flight Attendants may cancel such vacation after this deadline when she/he has a change of status or an emergency at Company discretion.

5. Pop-up
   A Flight Attendant may cancel a pop-up vacation period no later 1200 LDT on the sixteenth (16th) of the month preceding the respective vacation month. A Flight Attendant may cancel pop-up vacation after this deadline when she/he has a change of status or an emergency at Company discretion.

6.

   a. If due to operational demands it becomes necessary for the Company to cancel a Flight Attendant's vacation, she/he will be paid and credited at the rate of one and one-half hours (1:30) for each credited hour received during the canceled vacation. The above-mentioned Flight Attendant shall be allowed to reschedule her/his vacation at another time. However, the Company cannot cancel a Flight Attendant's bid vacation less than two (2) weeks prior to her/his vacation. If the Company cancels the Flight Attendant's vacation, it shall restore vacation pass credits and refund to the Flight Attendant all deposits lost due to cancellation upon presentation of evidence of loss.

   b. In the event a vacation must be canceled and more than one (1) Flight Attendant has been awarded the same vacation period, the vacation awarded first will be given preference.

M. **Vacation Make-Up for Bid Flight Attendants**
   A Flight Attendant who cancels a vacation period of seven (7) or more days after the bids are awarded shall make up time as follows:

1. If such Flight Attendant has not picked up trips to make up time from the canceled vacation, she/he must be available for open flight assignment to make up the time during that canceled vacation period. The Flight Attendant is required to contact crew scheduling to make herself/himself available. Once she/he has made up to within three (3) hours (either above or below) her/his original published line value, she/he will be relieved of the requirement to remain available. In either case the Flight Attendant's line value will not be adjusted downward.

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2. If a Flight Attendant makes herself/himself available in accordance with Paragraph M.1. above, but she/he does not reach the three (3) hour make up window, her/his line value will not be adjusted.

N. **Additional Days Off (Supplemental Vacation Days)**
At her/his option, a Flight Attendant shall be given one (1) or two (2) days free from all duty immediately prior to and immediately following each vacation period of one (1) week or more. Such days off shall be in addition to the required minimum number of scheduled days off and they shall be without pay and credit. The Flight Attendant shall notify her/his Base Manager or Supervisor where she/he wishes to place her/his supplemental vacation day(s) no later than 1200 LDT on the sixteenth (16th) of the month preceding the respective vacation month.

O. **Flight Attendant Not Required to Inform Company of Whereabouts**
Flight Attendants shall not be required to keep the Company informed of their whereabouts while on vacation.

P. **Vacation Pay-out for Death or Retirement**
In the event of her/his death or retirement, vacation time earned but not received shall be paid to the Flight Attendant or her/his estate.

Q. **Part-Time Flight Attendant Vacation Accrual**
A part-time Flight Attendant shall accrue one and one-fourth (l¼) days of vacation for each sixty-eight (68) hours she/he flies as defined in Paragraph A.2. of this Section. A part-time Flight Attendant may take accrued vacation regardless of her/his status.

R. **No Training Requirement during Vacation**
Flight Attendants shall not be required to attend any training during their vacation.

S. **Vacation Cash Out**
A Flight Attendant who is scheduled for vacation may opt to cash out that vacation the values stipulated in Paragraph K., including First Flight Attendant pay, of this Section for each day of the scheduled vacation. The Flight Attendant must notify the Company of such cash out no later than 1200 LDT on the sixteenth (16th) of the month preceding the respective vacation month, unless such notice is waived by the Company. Such cash out shall be for pay purposes only.

T. **Transferring Flight Attendants**

1. Flight Attendants who transfer domiciles in accordance with Section 14, Paragraphs B.4. and D. shall be allowed to take their awarded bid vacation at the new domicile.

2. Flight Attendants who voluntarily transfer domiciles shall be allowed to take their awarded bid vacation at the new domicile providing those periods are available.

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3. Flight Attendants transferring to a new domicile shall not displace Flight Attendants who have been awarded a vacation period.

U. **Vacation Donation Program**
Flight Attendants may contribute vacation days to critically ill colleagues in accordance with the established program.

V. **Vacation Days as Days Off**
After the final bid awards, a Flight Attendant may elect, at her/his option, to have all her/his vacation days, in a month, included as days off for purposes of determining minimum days off for the month. A Flight Attendant election will become effective no later than forty-eight (48) hours following her/his request. Once requested such election may not be changed. The vacation days included as days off will be paid as provided for in paragraph K., above.

SECTION 19: SICK LEAVE

A. **Sick Leave Compensation**

The Company shall compensate a Flight Attendant for the loss of what she/he normally would have earned during her/his illness in the manner set forth below. The total period for which such compensation is paid shall not exceed the amount of sick leave which has been accumulated by the Flight Attendant and shall be subtracted from such accumulated sick leave.

B. **Sick Leave Accrual**

1. After six (6) months of active service with the Company, a Flight Attendant shall be credited with forty-two (42) hours of sick leave and thereafter shall be credited with five and sixty-five hundredths (5.65) hours of sick leave for each month of active service to a total of one thousand two hundred (1200) hours.

2. Part-time Flight Attendants shall accumulate sick leave credit at the rate of seven (7) hours for every sixty-eight (68) hours credited to a total of one thousand two hundred (1200) hours.

C. **Accrual on Leave**

Sick leave credit will not accrue to a Flight Attendant while on leave of absence of fifteen (15) days or more or sick leave without pay in excess of thirty (30) days, excluding time off due to industrial accident or industrial sickness. A Flight Attendant while on furlough or leave of absence, or assigned part-time duty, shall retain her/his accumulated sick leave.

D. **Sick Leave Hours**

For purposes of this Section, "hours" means credited hours compensable at the current pay rate provided in this Agreement for the Flight Attendant involved.

E. **Pay and Credit for Flight Attendants**

1. Bid Run Flight Attendants
   When a Flight Attendant is scheduled on a bid run and is granted sick leave, she/he shall be credited and paid for what she/he normally would have earned. Her/his sick leave credit will be charged accordingly.

2. Reserve Run Flight Attendants
   When a reserve run Flight Attendant is printed on the daily flight schedule and is on sick leave, she/he shall be paid and credited for what she/he normally would have earned, or if not printed she/he shall be paid and credited 4.25 hours per workday. Her/his sick leave will be charged accordingly.

F. **Credit for Flight Attendant Who Has Not Bid for Month**

A Flight Attendant on sick leave for a calendar month, who has not bid for that month, shall be paid First Flight Attendant compensation, provided at least fifty percent (50%) of a more

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junior Flight Attendant's bid line was awarded in the First Flight Attendant position. In addition, such Flight Attendant may elect to have her/his sick leave credited at:

1. two and fifty hundredths (2.5) hours per day; or

2. two and eighty-three hundredths (2.83) hours per day; or

3. three (3.0) hours per day; or

4. one and twenty-five hundredths (1.25) hours per day if the Flight Attendant is on the Low Time Option; or

5. One and eighty-three hundredths (1.83) hours per day if the Flight Attendant is on the Low Time Option; or

6. Three and thirty-five hundredths (3.35) hours per day for 100 hours; or

7. Three and one half (3.5) hours per day for 105 hours; or

8. Three and sixty-seven hundredths (3.67) hours per day for 110 hours.

G. **Doctor's Note, Reporting of Illness**

1. It shall be the responsibility of a Flight Attendant to inform the Company (Crew Scheduling Office) that she/he is not available for duty because of illness. Upon contacting the Crew Scheduling Office, a Flight Attendant shall be considered relieved from duty.

2. Doctor's Notes

   a. A Doctor's note is required for all absences in excess of seven (7) calendar days and for sick occurrences on the following specified "Holidays": Super Bowl Sunday, July 4th, Labor Day, Thanksgiving, and the three days before and after Christmas Day. Christmas Day is not included in the Doctor's Note requirement. Such doctor's note must be provided by the Flight Attendant upon her/his return to work or within ten (10) calendar days of the first day of a sick occurrence, whichever is earlier. Unless the Flight Attendant is on the Sick Leave Monitor Program, no further note will be required. A Flight Attendant who is not on the Monitor Program and has not had a sick occurrence in the previous six (6) months shall be exempt from the Holiday requirement.

   b. All flight attendants will be reminded at the time of a sick call of the requirement to provide a doctor's note if the duration of the sick period is more than seven (7) days.

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The purpose in requiring a doctor's note is to confirm that the flight attendant sought medical attention.

c. The Company will accept a note from a qualified medical practitioner (e.g., doctor, nurse-practitioner, etc.) provided the note is in an industry-recognized format. Such note must be provided upon return to work or within ten (10) calendar days of the first day of a sick occurrence, whichever is earlier, unless other arrangements have been made with the Flight Attendant's supervisor.

d.

(1) Failure or refusal to submit the doctor's note within the above time limits, or as agreed upon with the supervisor, absent extenuating circumstances, may subject the flight attendant to discipline per the Progressive Disciplinary Procedures. However, nothing herein diminishes or limits the exercise of supervisors' discretion in these circumstances.

(2) When a flight attendant fails to provide a doctor's note within the eighth and tenth day of the illness, a letter notifying her/him of this failure will be given unless other arrangements have been made with the supervisor. The letter will state the level of discipline that this failure merits. If the level is the 1st step Counseling session, the flight attendant must schedule a meeting with his/her supervisor to discuss the matter. For all other levels, the letter shall advise the flight attendant of the option to meet with their supervisor. No letter of charge or formal hearing is required. However, this does not abrogate the flight attendant's ability to file a grievance contesting the situation.

e. The Progressive Disciplinary Procedures will be amended to add "Failure to Provide Required Doctor's Note". Such procedure is detailed below:

First Offense: Counseling

Second Offense: Letter of Warning

Third Offense: Letter of Warning or 1-3 day suspension

Fourth Offense: Letter of Warning or 1-7 day suspension

Fifth Offense: Letter of Warning or 14 day suspension

Sixth Offense: Letter of Warning or 30 day suspension

Seventh Offense: Longer Suspension or Termination

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f. It is understood that progressive discipline steps and doctor's note provisions of regular sick leave and sick leave covered by the Sick Leave Monitor Program are separate, and although the two may run parallel to each other, they do not combine to accelerate progressive discipline steps.

H. **Calling in Well**

It shall be the responsibility of a Flight Attendant returning from sick leave to notify the Company (Crew Scheduling Office) that she/he is available for duty not later than 10:00 a.m., Local Domicile Time, of the day prior to her/his return to duty. Late notification will be justification for charging the Flight Attendant an additional day of sick leave. Charges against a Flight Attendant's sick leave will not be made for any days after a Flight Attendant has notified the Company of her/his availability for duty.

I. **Compensable Sick Leave**

Compensable sick leave is based upon actual sickness of the Flight Attendant requesting it. Routine medical and dental appointments do not constitute "actual sickness" within the meaning of this Section. Where an abuse of sick leave privileges is indicated, the Company may require a doctor's written confirmation of illness if the Flight Attendant is forewarned of such requirements. The Company may also request a doctor's clearance before returning a Flight Attendant to active duty after a prolonged or serious illness or injury. The cost of confirmation of illness will be borne by the Company.

J. **Sick Leave Make-up**

1. A Flight Attendant may, upon request, make up time lost because of illness if time is available.

2. Requests for making up lost time shall be made on appropriate forms directly to the In-Flight Services Office. Such requests shall be made no later than the first working day following return from sick leave. Flight Attendants shall indicate make-up availability directly to the Crew Scheduling Office and shall be awarded open time in order of their seniority in accordance with Section 7.K.

3. Flight Attendants shall be responsible for ascertaining any assignment made by 1700 of the day preceding the assignment.

4. Any assignment of make up time, in accordance with Subparagraph 1 above, shall not cause the displacement of any other Flight Attendant from her/his assigned schedule as printed on the daily schedule.

K. **Workers' Compensation and Occupational Injury Pay**

1. When a Flight Attendant is injured on the job or has been afflicted with an occupational illness, the Company will pay for all time lost until she/he receives Workers

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Compensation. From then on, the Company will pay her/him the difference between what she/he receives from Workers' Compensation and her/his average monthly earnings for the six (6) months (exclusive of leaves) prior to the date of the injury. Such compensation will continue, not to exceed ninety (90) days. If an occupational injury continues beyond such ninety (90) day period, occupational injury pay equivalent to two-thirds (2/3) of the Flight Attendant's earnings stipulated above, less taxes and Workers' Compensation, shall be paid for up to and including nine (9) additional months.

a. The Company shall use the State of Hawaii's Workers' Compensation criteria when determining a Flight Attendant's “average weekly wage” for her/his worker's compensation benefit.

b. In determining a Flight Attendant's “average monthly earnings for the six (6) months (exclusive of leaves) prior to the date of injury”, the Company shall include all earnings (gross wages) excluding any per diem.

2. Such occupational injury benefits shall in no way be charged against a Flight Attendant's non-occupational sick leave provided for in this Section.

3. While on occupational illness/injury leave, the Flight Attendant shall be permitted, at her/his option, to utilize accumulated sick leave in amounts sufficient to supplement her/his Workers Compensation benefits and/or occupational illness/injury pay, if any, to increase the total monthly amount up to the average monthly earnings as determined under paragraph K.1. of this Section.

4. Workers' Compensation as used in this Section shall mean pay and benefits in amounts equal to those prescribed by the Workers' Compensation Law of the State of Hawaii, or the State of the Flight Attendant's domicile, whichever provides the greater benefit to the Flight Attendants.

5. A Flight Attendant on occupation illness/injury leave shall retain and accrue seniority and longevity for the duration of such leave.

6. Modified Light Duty

a. The hourly rate of pay for a Flight Attendant on temporary modified “light” duty due to worker’s compensation injuries/illnesses will be calculated by taking the total Flight Attendant pay and credit plus First Flight Attendant pay for the last six (6) months prior to the date of injury and dividing by six to establish an average monthly amount. Then divide this amount by 173.33 to determine the hourly rate for temporary modified “light” duty.

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b. For a Flight Attendant who does not live in or near a domicile, modified ground duty may be assigned at a charitable organization (e.g. United Way) or a public institution (e.g. local school board), subject to Hawaiian Airlines policy. Such Flight Attendant will be provided with a list of such organizations and, where possible, the company will consider the Flight Attendant's suggestions, (e.g.- child's school.)

c. In-Flight will be flexible in accommodating Flight Attendants on OCC working "modified light duty" in the In-Flight Crew Resource Office if available. Specifically, Flight Attendants can adjust their work schedule within the parameters of office hours (time of day and days of the week). Please note that office hours are subject to change because of the availability of In-Flight Managers.

d. If a Flight Attendant is released for Temporary Modified Duty (TMD) and is offered TMD and she/he refuses to perform such duty, all monies provided in K.1. above shall cease.

7. If at the time the claim is accepted, the Company has paid to the Flight Attendant an amount that is higher than what the Company was obligated to pay, then the Flight Attendant shall agree to return the entire overage amount to the Company within fourteen (14) days of receipt of the compensation from the insurer by personal check.

8.

a. If a Flight Attendant's Workers' Compensation claim is denied without a further right of appeal or is withdrawn, then she/he shall be required to make the Company whole for all monies received under the above provisions. The Flight Attendant shall debit her/his sick leave bank but can maintain a balance of thirty-seven and one-half (37.5) sick leave hours or less if she/he chooses. If a balance remains after sick leave hours are debited, the Flight Attendant has the option to debit their available accrued vacation, and/or pay the remaining amount through direct payment for no longer than three (3) months.

b. If a Flight Attendant resigns, retires or is terminated, then all monies due and payments can be deducted from any final paychecks, and the Flight Attendant will sign a promissory note for any balance due.

9. If a Flight Attendant is released to return to full duty, she/he shall return to full duty and all benefits contained herein shall cease.

10. The Parties agree to form a joint labor-management committee whose purpose will be to facilitate the exchange of information and address issues and problems regarding procedures under which Hawaiian Airlines administers its workers' compensation program.

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L. **Company Responsibility for Record Keeping and Posting**
The Company shall be responsible for maintaining a record of sick leave credits and payments, which record shall be available to a Flight Attendant upon request, and a list showing accrued sick leave balances as of December 31st each year will be posted in the Flight Attendants lounge in January of the following year.

M. **Debiting Sick Leave Bank**
A Flight Attendant's sick leave bank shall be debited for all lost time, unless she/he elects to make up lost time during the month. A Flight Attendant may elect to debit her/his sick leave bank to bring her/his total pay and credit to her/his monthly maximum.

N. **Immediate Credit After Sick Call**
Unless otherwise requested by the Flight attendant, at the time of a sick call, Crew Scheduling shall immediately credit her/him with the value of a grouping(s) or reserve day(s) missed due to sick leave and shall debit her/his sick leave bank accordingly.

O. **Sick Leave Bonus**

1. When a Flight Attendant has completed a designated calendar quarter (January-March; April-June; July-September; October-December) without missing an assigned flight due to illness, occupational illness or injury, maternity leave, leave of absence, emergency leave of absence, voluntarily dropping below 37.5 hours, part-time, partnership or reduced flying, she/he shall receive one (1) bonus vacation day per designated quarter. The vacation day may be cashed out at three (3.0) hours per day, taken during the year, or added to the Flight Attendant's accrual for the calendar year.

2. Within forty (40) days of the end of each calendar quarter, the Company shall post a list (by memo, bid package, or newsletter) of those Flight Attendants who have received the Sick Leave vacation bonus, as provided above.

P. **Accelerated Accrual for Extended Sick Leave**
When a Flight Attendant, who has been on extended illness, injury, pregnancy, or occupational illness or injury for thirty (30) calendar days or more, returns to work, she/he shall be credited with ten (10) hours per month until the number of accrued hours used during the extended illness period is restored (the "accelerated accrual period"). Sick leave usage of fewer than thirty (30) days during the accelerated accrual period shall not extend the duration of the accelerated accrual period. The Flight Attendant will be notified of her/his accelerated accrual period. Once the time is restored, her/his accrual rate shall return to the rate provided in Paragraphs B. and C. of this Section. In determining when the accelerated accrual shall begin, those Flight Attendants returning prior to the sixteenth (16th) of the month shall receive the additional hours for that month and those returning on the 16th or later will begin additional accrual in the following month. The amount of sick leave subject to accelerated accrual will be capped at 105/110 hours per month.

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Example: A Flight Attendant is out on sick leave for 35 days. She uses 100 hours of sick leave. Her accelerated accrual period will be ten (10) months at ten (10) hours of sick leave per month.

Q. **Company Notification to MECP of Occupational Injuries**
The Company shall notify the Master Executive Council President or designee of all occupational injuries or illnesses.

R. **Sick Leave Monitor Program (SLMP)**

1. The purpose of this program is to monitor, counsel and rehabilitate Flight Attendants who habitually exceed the defined acceptable level of sick leave usage.

2. Acceptable Sick Leave Usage
Acceptable sick leave is defined as five (5) or fewer occurrences in a rolling 365-day period. If a Flight Attendant exceeds this level, she/he will be placed on the Monitor Program.

3. Once a Flight Attendant has four (4) sick calls (occurrences) in a 365-day period, In-Flight will notify the Flight Attendant by letter that she/he is approaching the point of being placed on the program or being progressed to the next step. This notification may be sent by electronic means in the future if the parties mutually agree that the technology to accomplish this is in place.

4. The Program

    a. Step 1. Upon having her/his sixth (6) occurrence in a rolling 365-day period, the Flight Attendant will be placed on Step 1 of the program. Upon receipt of a letter notifying her/him of placement on the Monitor Program the Flight Attendant will be required to contact her/his supervisor and schedule a meeting within ten (10) days of being placed on Step 1 to review the Monitor Program, well as other programs that may be available to the Flight Attendant (e.g. FMLA, HFLL, AFA or Company EAP, MLOA etc.) If the Flight Attendant fails to schedule such meeting, it will be assumed that she/he is familiar with the Monitor Program, and the other programs, and will be held accountable for future occurrences accordingly. Six (6) occurrences in the next 365 days will progress the Flight Attendant to Step 2.

    b. Upon placement to Step 2, the Flight Attendant will be counseled and given a written letter of warning advising her/him that her/his sick leave usage continues to be unacceptable. Exceeding the acceptable level of sick leave usage may result in further disciplinary action. The Flight Attendant will also be referred to the AFA and Company Employee Assistance Programs. Six (6) occurrences in the next 365 days will progress the Flight Attendant to Step 3.

SECTION 19: SICK LEAVE

c. Upon placement to Step 3, the Flight Attendant will receive a final letter of warning advising her/him that she/he will be subject to further discipline, up to and including dismissal, if she/he continues to maintain an unacceptable level of sick occurrences. She/he will also receive a five (5) day suspension without pay. She/he will be offered a medical leave of absence. If she/he takes a medical leave of absence, upon return to work the Flight Attendant will remain on the monitor program for the balance of days remaining in the 365-day period. Six (6) occurrences in the next 365 days will progress the Flight Attendant to Step 4.

d. Step 4 may result in possible termination.

5. Removal from Program
After being placed on the program, a Flight Attendant will be removed if she/he has five (5) or fewer occurrences in the 365 days following placement on the program or progression to the next step.

a. Example: A Flight Attendant calls in sick on February 6th-8th, March 30th- April 1st, June 8th-10th, July 12th-18th, September 3rd and October 11th-13th. Barring extenuating circumstances, the Flight Attendant will be placed on Step one of the Monitor Program on October 14th. If the Flight Attendant then calls in sick 5 or fewer times prior to the following October 13th, she/he will be removed from the Monitor Program.

b. Example: A Flight Attendant calls in sick on February 6th-8th, March 30th- April 1st, June 8th-10th, July 12th-18th, September 3rd and October 11th-13th. Barring extenuating circumstances, the Flight Attendant will be placed on Step one of the Monitor Program on October 14th. The Flight Attendant then calls in sick 6 additional times before the next October 14th, with the 6th occurrence ending on May 18th. She/he will then progress to Step 2 of the Monitor Program effective May 19th. In order to be removed from the program, the Flight Attendant must then have fewer than 6 additional sick occurrences in the following 365 days. If so, she/he will be removed from the Monitor Program on the following May 18th.

6. Definitions

a. Occurrence: When a flight attendant calls in sick, regardless of the length of time away from work. Missed work assignments with no flying activity in between will be counted as one (1) occurrence. Missed work assignments with flying activity in between will be counted as one (1) occurrence if the subsequent occurrence is due to a relapse/recurrence of the illness/injury that caused the first absence. Such recurrence/relapse must be verified by a doctor's note.

b. Non-Occurrence: Non-occurrences include, but are not limited to, FMLA, HFLL, OCC and ADA events and, at Management discretion, extenuating circumstances.

SECTION 19: SICK LEAVE

c. Acceptable Level of Sick Leave: A Flight Attendant is allowed five (5) occurrences in a rolling 365-day period.

d. Notification: All notification to a Flight Attendant of being placed on the Monitor Program, progression within the program and/or removal from the program must be in writing.

7. Doctor's Note

a. In addition to the doctor's note requirements of 19.G.2. above, upon return to work, a second doctor's note will be required for all sick occurrences in excess of seven (7) workdays.

b. Additionally, a doctor's note will be required for sick occurrences that cover one of the following: Super Bowl Sunday, Independence Day (July 4th), Labor Day, Thanksgiving Day, and the three days prior to and following Christmas Day. Christmas Day is not included in the Doctor's Note requirement.

c. Doctor's note must be provided upon return to work and must include, to the extent permitted by law, the following information:

(1) Dates of illness/injury;

(2) Dates of treatment/office visit;

(3) Confirmation that illness/injury prohibited Flight Attendant from flying;

(4) Date of return to full duty; and

(5) Doctor's signature.

8. Management Discretion
Management retains the discretion and is encouraged, due to extenuating circumstances (e.g. EAP issues), to not count occurrences that would otherwise be counted.

SECTION 19: SICK LEAVE

S. Doctor's Note Examples

Flight Attendant **A** is not on SLMP. S/he is sick 8 workdays and is out 14 calendar days.

Flight Attendant **B** is on SLMP. S/he is sick 8 workdays and is out 14 calendar days.

Flight Attendant **C** is on SLMP. S/he is sick 7 workdays and is out 14 calendar days.

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Schedule	S	S	S				S	S				S	S	S

Flight Attendant **A** — <u>One (1)</u> doctor's note required by the 10th calendar day

Flight Attendant **B** — <u>One (1)</u> doctor's note required by the 10th calendar day. <u>A</u> 2nd doctor's note (R.8.d. above) required upon return to work

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Schedule	S	S	S				S	S					S	S

Flight Attendant **C** — On SLMP, but sick less than 8 workdays.
<u>One (1)</u> doctor's note required by the 10th calendar day. No second doctor's note (R.8.d. above) required upon return to work.

SECTION 19: SICK LEAVE

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SECTION 20: PHYSICAL EXAMINATION

A. Routine or Required Physical Examinations

1. Routine or regular periodic physical examinations of Flight Attendants, once they have completed their probationary period, will not be made. At any time, however, that the Company should determine that the Flight Attendant's physical and/or psychological condition may impair the performance of her/his normal or emergency duties, a physical and/or psychological examination may be required. Cost of such examination(s) will be borne by the Company and a copy of the statement of fitness will be furnished to the Flight Attendant.

2. All statements of fitness shall comply with Paragraphs B.1. and B.2. of this Section.

B. Confidentiality

1. Any information obtained by or as a result of a Company physical and/or psychological examination shall be strictly confidential between the physician and the employee, and shall not be divulged to any other person without the written permission of the employee, except as stipulated in Paragraph B.2. below.

2. Should it be determined that the Flight Attendant's physical and/or psychological condition may impair the performance of her/his normal or emergency duties, information pertaining only to that ailment involving the impairment shall be divulged to the head of In-Flight Services. All other information shall continue to be strictly confidential between the physician and the employee.

C. Failure to Pass Examination

Any employee hereunder who fails to pass a Company physical examination may, at her/his option, have a review of her/his case in the following manner:

1. The employee may employ a qualified physician of her/his own choosing and at her/his own expense for the purpose of conducting another physical and/or psychological examination to confirm or refute the examination made by the initial physician employed by the Company.

2. A copy of the statement of fitness of the physician chosen by the employee shall be furnished to the Company, and, in the event that such findings verify the findings of the initial physician, no further review of the case shall be afforded.

3. In the event that the findings of the physician chosen by the employee shall disagree with the findings of the initial physician, the Company will, at the written request of the employee, ask that the two (2) physicians agree upon and appoint a third qualified and disinterested physician, preferably a specialist, for the purpose of making a further medical and/or psychological examination of the employee.

SECTION 20: PHYSICAL EXAMINATION

4. The said disinterested physician shall then make a further examination of the employee in question and the case shall be settled on the basis of such findings.

5. The expense of the employing of the disinterested physician shall be borne one-half (½) by the employee and one-half (½) by the Company. Copies of such physician's statement of fitness shall be furnished to the Company and to the employee.

D. **Denial of Flying Status Upon Return from Medical Leave**
When a Flight Attendant is denied flying status by the Company upon returning from medical leave or is removed from flying status by the Company as a result of her/his failure to pass the Company's physical and/or psychological examination and appeals such action under the provisions of this Section, she/he shall, if such action is proven to be unwarranted as provided in Paragraph C. of this Section, be paid retroactively the amount she/he normally would have earned during such period. Furthermore, all records pertaining thereto shall be immediately removed from all her/his files.

E. **Sick Leave Hours Restoration**
Should a Flight Attendant receive pay for sick leave hours while awaiting review of her/his case under Paragraph C. of this Section, such sick leave hours will be restored to her/his account, including what would have been earned, if the third and disinterested physician finds that she/he is fit to fly.

F. **Company Pay for Company Requested Medical Services**
Any medical, dental, or counseling services requested by the Company shall be paid for in full by the Company.

G. **Physical/Psychological Examination Timeframe**
Any physical and/or psychological examination required under Paragraph A of this Section shall take place within ten (10) days after the Flight Attendant receives the required written notice. The physician who performs said examination shall issue the statement of fitness to the Company with a copy to the Flight Attendant within seven (7) days after she/he undergoes said examination. Reasonable additional time shall be allowed in the event special laboratory analysis or other procedures are deemed necessary. Any time limitations or requirements in this Section may be waived or altered by the mutual consent of the Flight Attendant and the Company.

H. **No Exams Within 12 Hours of Duty**
A Flight Attendant shall not undergo any physical and/or psychological examination within twelve (12) hours before any form of Company duty.

I. **Drug/Alcohol Testing**
Pursuant to the Department of Transportation regulations the following shall apply:

SECTION 20: PHYSICAL EXAMINATION

1. The Company may require a Flight Attendant to submit to a drug/alcohol test, if there exists reasonable cause to believe that she/he is under the influence of drugs/alcohol, and to hold her/him out of service pending the results of the test. However, if the Flight Attendant's test is negative, she/he shall be returned to service, all reference to the drug/alcohol test or the period during which she/he was held out of service shall be expunged from her/his record, and she/he shall receive full pay and credit for all lost trips while she/he was held out of service.

2. It is understood that there is mandatory drug and alcohol testing for all Flight Attendants pursuant to Federal Regulations.

    a. The Company and the Association shall meet to discuss and review any proposed revisions to the current drug/alcohol testing programs submitted to the Department of Transportation by Hawaiian Airlines, Inc.

    b. The Company shall convene a committee of all labor groups which shall establish jointly written policies and procedures for all issues relating to the unions' and the Company's Employee Assistance Programs (“EAP”).

    c. Such Management-Labor EAP review committee shall meet regularly, but not less than four (4) times a year, to review the effectiveness of the EAP guidelines and to develop appropriate revisions as necessary.

    d. A Flight Attendant will not be required to submit to a random drug/alcohol test on a day free of duty. In the event that a random drug/alcohol test interferes with a Flight Attendant's schedule, the Flight Attendant shall not suffer any loss of pay or credit as a result of such random test. A Flight Attendant who is required to submit to a random drug/alcohol test upon release from a trip (grouping), shall receive one (1) hour pay/no credit for such random drug/alcohol test. Time spent submitting to a random test shall not be considered duty for the purposes of the Agreement.

    e. Whenever operationally possible, drug testing will be administered during the duty day. For Flight Attendants on inter-island flights, when operationally possible, reserves will be used to replace them as required.

    f. At the time a random drug test is administered, a “split sample” will be taken. The cost of maintaining the “chain of custody” and the test itself will be borne by the Company. One of the samples will be used for the drug test. The second sample will be retained and stored in a manner which will preserve its validity as a test sample and which comports with “chain of custody” requirements. In the event the first sample tests negative, the stored sample will be destroyed. In the event the first sample tests positive, the stored sample shall be tested at a facility used by the Company which is different from the facility used to test the first sample, or at the Flight Attendant's option, at a prearranged DHHS/NIDA approved facility designated

SECTION 20: PHYSICAL EXAMINATION

by AFA. In the event the stored sample tests negative, it shall void the results of the first sample. Cost associated with the "chain of custody" and the testing of the stored sample shall be borne by the Company if a Company-selected facility is used, or, if the Flight Attendant selects another facility, the Company shall pay an amount equal to the cost of maintaining the "chain of custody" and the testing at the Company-selected facility.

g. In the unlikely event that the Flight Attendant cannot have adequate domicile rest following drug/alcohol testing and wishes to be removed from her/his next grouping, she/he will notify Crew Scheduling immediately. If removed, she/he will be subject to reassignment on the calendar days of the grouping from which she/he was removed. Such reassignment shall be as close as operationally possible to the value of the original grouping. However, in no case will the Flight Attendant be reassigned to a grouping that will require removal from a subsequent grouping. If, at the time of notification to Crew Scheduling, they can give her/him a reassignment they will do so. Otherwise, the Flight Attendant will call in at the end of her/his rest period for a reassignment. If the Flight Attendant is reassignable for more than one day, she/he will be required to call Crew Scheduling at the end of her/his grouping or after 1600 (if not on a grouping) for the following day's reassignment. If not reassigned, the Flight Attendant shall be paid and credited for the grouping from which she/he was removed.

h. In the event any change to the drug/alcohol testing program is required by governmental action, the Company will notify the Association prior to implementing such change in order that the parties may meet and confer on the manner in which compliance is to be accomplished; however, the Company may be constrained to implement such change in a manner which does not allow for such meeting and conference in which case such meeting and conference shall occur as soon as practicable thereafter. Any changes other than pursuant to governmental requirement, shall be made by mutual agreement between the parties.

3. Alcohol Testing Parameters

a. The Company shall only select and use alcohol testing device(s) that are listed as approved by the Department of Transportation in the applicable Federal Regulations. The alcohol testing device(s) shall be kept in a private place out of eyesight and hearing distance from non-involved persons. Maintenance and calibration records will be made available to appropriate Flight Attendant Representatives through the Company's EAP. Calibration shall be made at least as often as required by the Federal Aviation Regulations or the manufacturer.

b. The Company shall provide the Association with the name and model numbers of each testing device used to conduct random Alcohol Tests. The Association shall

SECTION 20: PHYSICAL EXAMINATION

have the opportunity to inspect each testing device (EBT) used to conduct random Alcohol tests. The Association shall be advised of any equipment changes.

c. The Breath Alcohol Technician (BAT) will be trained in accordance with Department of Transportation guidelines. These personnel training records will be made available to the appropriate Flight Attendant Representative(s) through the Company's EAP.

d. Test results of less than.02 alcohol concentration do not show alcohol consumption and are considered to be “negative” results, unless otherwise determined by the FAA or DOT.

e. Blood alcohol testing shall not be required.

4.

a. The Company will continue to provide assistance for treatment, rehabilitation and, whenever possible, return to duty, under its Employee Assistance Program (EAP) for Flight Attendants who may have substance abuse or dependency problems and who voluntarily seek assistance.

b. A Flight Attendant shall have the option of utilizing the Association’s EAP Program in lieu of the Company’s EAP. Upon completion of treatment/rehabilitation for a substance abuse or dependency problem, and prior to return to work, a Flight Attendant shall contact the Company's EAP to complete all paperwork to ensure compliance with federal drug/alcohol testing regulations.

5. A Flight Attendant participating in the AFA EAP Program does not require approval from the HMSA PPP Benefits Manager in order to receive medical benefits under the Plan. AFA EAP Program referrals shall be paid in accordance with the Preferred Provider Plan benefits and guidelines.

6. The Company and the Association shall work together through the Association's EAP Committee to offer help and rehabilitation to troubled Flight Attendants rather than terminate them.

7. Any disciplinary action shall be restricted to that action that is required by the FAA.

8. In the event the federal government no longer requires Flight Attendants to submit to random drug or alcohol testing, all provisions related to said testing in this Agreement shall “drop dead.”

SECTION 20: PHYSICAL EXAMINATION

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SECTION 21: ORDERS IN WRITING

All orders to employees involving a change in status, furloughs, vacations, leaves of absences, promotions and demotions shall be stated in writing and sent by registered/certified mail, return receipt by the designated Flight Attendant only, and an electronic copy of any such orders will be sent to the MEC President, or designee. All time limits regarding the above shall be determined by the postmark.

SECTION 21: ORDERS IN WRITING

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SECTION 22: ASSOCIATION PROVISIONS

A. Bulletin Boards

1. Three (3) bulletin boards will be provided by the Company in the Flight Attendants' lounge for posting notices of the Association appointments, recreational and social affairs, elections, meetings and notices pertaining to the administration of this Agreement. Further, all available updated interline information will be posted.

2. Within 90 days after the full implementation of PBS, the Company shall establish and maintain a separate and secure computer bulletin board system (BBS) for the exclusive use of the Flight Attendants and the AFA. This shall not preclude the Company from distributing e-mail and other electronic data on this system. Flight Attendants shall have the ability to log-on to this system from their homes, via modem. The AFA shall appoint a committee which will establish the operating rules for the Flight Attendant BBS. Except as provided below, all e-mail and electronic data sent or received by Flight Attendants using the system shall be private, and the Company shall not use them in any disciplinary action against a Flight Attendant.

   a. E-mail and electronic data which match any of these three (3) criteria shall not be protected for purposes of discipline:

      (1) Information, software, or content which is prohibited by law, or which is related to any activity prohibited by law.

      (2) Any unsolicited information, software, or content, sent to an individual, which would be considered abusive or profane to the average person.

      (3) Any information, software, or content of a sexual or sexually suggestive nature, sent to an individual, who has previously indicated such material unwanted.

B. <u>LEC and MEC Offices</u>

The Company shall provide an LEC office at the Honolulu and Los Angeles domiciles within the Flight Attendant lounge. The Company shall also provide a private office for the MEC at its Corporate headquarters.

C. <u>Access to Employee Mail Boxes</u>

The MEC or their duly appointed representatives shall be allowed use of the Company's employee mail boxes for distribution of official association bulletins, newsletters, notices and applications.

D. AFA Flight Pay Loss

1. A Flight Attendant on Company authorized AFA business shall be paid and credited at five (5) hours per day or trips missed, whichever is greater. Bid Flight Attendants shall also be paid First Flight Attendant pay. Such Flight Attendant may, at her/his option, make up this time in that month.

SECTION 22: ASSOCIATION PROVISIONS

2. The Company shall pay all AFA flight pay loss for a Flight Attendant on AFA leave.

   a. The Company shall pay a total of nine hundred (900) hours pay and credit system-wide for AFA business each month at no cost to the Association Such pay and credit shall be distributed as the AFA MEC President shall direct. Any remaining portion of the nine hundred (900) hour-monthly allowance shall be accrued up to a maximum of 2,500 hours.

   b. The Company shall pay all AFA flight pay loss, hotel and transportation expenses at no cost to the Association for the Flight Attendants' Negotiating Committee (maximum of four (4) members) for any negotiations initiated by the Company, other than negotiations pursuant to Section 6 of the Railway Labor Act.

3. The Scheduling Division shall prepare and submit to the MEC President a compilation of AFA flight pay and credit not later than the fifteenth (15th) of the month following any month during which Flight Attendants are on Company-authorized AFA business. The MEC President shall promptly review and return such compilation to the Scheduling Division, designating the distribution of allowable Company-paid AFA pay and credit as set forth in Paragraph 2. above. The Company shall then prepare a billing for the remaining reimbursable AFA pay and credit which, after review by the MEC President, will be reimbursed by the Association.

4. In calculating the reimbursable cost of such pay and credit, the actual pay plus override costs of benefits such as retirement, insurance, and workers' compensation shall be included. In no case, however, shall charges for such override costs exceed thirty (30) percent of a Flight Attendant's direct pay. Further, the Company shall not be reimbursed for any such override costs in cases of AFA leave for the MEC or Grievance Chairperson.

5. During Preferential Bidding, a Flight Attendant who has Association Business days projected as a planned absence shall have her/his minimum days off prorated in accordance with the Prorated Absence Table in paragraph O. of Section 10: Preparation Bidding and Awarding of Flight Schedules under PBS.

6. The rest provisions in this Agreement will apply to Association Business as follows:

   a. Any On-Duty or Reserve Duty period must be scheduled to end by 2400 the calendar day prior to the Association Day.

   b. Rest provisions required in this Agreement will not apply to the time period prior to the start of Association Business for purposes of Preferential Bidding and for any schedule changes made after the final awards are published.

SECTION 22: ASSOCIATION PROVISIONS

c. Following Association Business, all required rest provisions prior to the start of any subsequent On-Duty or Reserve Duty period will remain in force and be applicable.

E. **Address to Trainees**
Association representatives shall be afforded an opportunity during Flight Attendant training programs to address the trainees.

F. **Travel**
The Company shall provide free transportation over its routes for Association staff members for the purpose of conducting business with the Company or the MEC/LEC, subject to appropriate governmental approval. All AFA travel, including Hawaiian Airlines Flight Attendants, is positive space (P1B/ SA0F).

G. **Monthly Utilization Report**
The Company shall provide the Master Executive Council President with a copy of the monthly Flight Attendant utilization report showing the total hours flown by each Flight Attendant that was posted in the Flight Attendants lounge for the previous month. The Company shall also provide the MEC President or a designee a monthly list indicating all current Flight Attendants, furloughed/ recalled Flight Attendants, transfers in/out of each domicile, new hires, terminations, and Flight Attendants on leave of absence (reflecting leave commencement, duration and termination dates). This list shall indicate any changes in each Flight Attendant's name, address and telephone number.

H. **Pass Travel**
A Flight Attendant on Association leave shall be extended on-line and interline free and reduced rate transportation privileges as an active Flight Attendant.

I. **Quarterly Meeting**
The Company's President, CEO, Senior Management, and Director of In-Flight shall meet with the MEC quarterly, if not more frequently, and any flight pay loss incurred by the MEC shall be paid by the Company.

J. **Non-Revenue Business Passes**
Flight Attendants on Association business shall be furnished non- revenue Company business passes (P1B/SA0F) when requested by a member of the Master Executive Council.

K. **Hotel Committee**
The Company and the Association shall establish a joint Hotel Committee to select/review appropriate hotels for Flight Attendants at layover stations. The Committee shall establish standards and guidelines for layover hotels (including but not limited to safety and security, hotel location, cleanliness, quietness, adequate eating facilities, proximity to airport/in relation to the length of layover). If an agreement on hotel site selection cannot be reached, it is understood that the Company shall retain final site selection authority.

SECTION 22: ASSOCIATION PROVISIONS

L. Association Bank

1. An Association Bank shall be established by the Company and the MEC President shall direct the use of such hours for Association flight pay loss.

2. Each month, any residual hours from D.2.a. above shall be added to the Association Bank up to the specified maximum.

3. The Association Bank hours shall be exclusive of, and in addition to, those hours as provided for in Subparagraphs D.2.a. and b., of this Section 22.

SECTION 23: GRIEVANCE PROCEDURE

A. Disciplinary Suspension and Discharge

1. Before a Flight Attendant is suspended or discharged, such Flight Attendant shall be notified in writing by certified mail, return receipt requested, of the precise charge or charges against her/him. She/he shall be given the necessary time, not to exceed seven (7) days from date of receipt, in which to secure the presence of witnesses and shall have the right to be represented by her/his duly accredited representative(s) or a Company employee of her/his choice. A hearing shall be held by the Vice President of Inflight, or her/his designee, within ten (10) days after receipt of the letter of charge to determine what action, if any, should be taken on the charge or charges.

2. Within ten (10) days after the close of the hearing, the Company shall issue a written decision to the Flight Attendant with copies to the Contract Administration Office of the Association, MEC Grievance Chair and the MEC President.

3. During the course of the investigation conducted in accordance with Paragraph A.1, above, the Company may hold the Flight Attendant out of service. While held out of service, the Flight Attendant shall continue to receive pay and credit until the effective date of the written decision determining the action to be taken.

4. Any extension of the time limits granted at the request of the Flight Attendant shall not extend the period for which the Flight Attendant shall continue to receive pay beyond the time limits specified in Paragraph A.1. above. Any extension of the time limits granted at the request of the Company shall extend the period for which the Flight Attendant shall continue to receive pay.

5. If the decision of the Company is not satisfactory to the Flight Attendant, the matter may be appealed to the Vice President of Inflight Services, or her/his designee, upon written request of the Flight Attendant or the Union, provided such appeal is requested in writing within fifteen (15) days of receipt of the Company's decision.

6. Such appeal hearing shall be held by the Vice President of Inflight Services, or her/his designee, within fifteen (15) days after the receipt of the Flight Attendant's request and shall be held in Honolulu. The Flight Attendant shall have the right to be represented by her/his duly accredited representative(s) or by a Company employee of her/his choice.

7. In the event the appeal hearing is not held by the fifteenth (15th) day following receipt of the Flight Attendant's written request, the Flight Attendant shall, if held out of service, be reinstated, her/his employment record shall be cleared and she/he shall be awarded the difference between her/his actual earnings during the period in question, if any, and the amount she/he would have earned from the Company had she/he not been suspended or discharged.

SECTION 23: GRIEVANCE PROCEDURE

8. Within fifteen (15) days after such appeal hearing, the Company shall issue a written decision to the Flight Attendant with copies to the persons specified in Paragraph E.9. below. In the event the Company fails to issue such decision within the period described, the Flight Attendant's position shall be sustained and the relief requested shall be granted.

9. If the decision of the Company is not satisfactory to the Flight Attendant, the matter may be appealed to the Hawaiian Airlines three (3) member Flight Attendants System Board of Adjustment as provided for in Section 24 of this Agreement, provided such appeal is submitted within thirty (30) days of receipt by the Flight Attendant or her/his representative(s) of the decision of the Company.

10. Flight Attendants may not grieve any dismissal or disciplinary action against them during their probationary period; however, if the Association is named as a defendant by a Flight Attendant, whether or not she/he is probationary, the Company shall supply the Association with all information pertaining to the issue.

11. If, as the result of any hearing or appeal, a Flight Attendant is exonerated, she/he shall, if held out of service, be reinstated without loss of seniority or longevity and shall be paid what she/he normally would have earned for such time lost had she/he continued in service during such period.

12. If, as a result of any hearing or appeal, the Flight Attendant shall be exonerated, her/his personnel record shall be cleared of the charges and all documents pertaining thereto shall be physically removed from all personnel files.

13. If discipline rendered results in suspension, imposition shall commence on the first work day following receipt of the Company's decision and shall be consecutive days at the rate of two point eighty-three (2.83) hours per day for the purposes of flight time limitation. If a Flight Attendant would have normally earned more than two point eighty-three (2.83) hours on any day of suspension, she/he may make up the time lost in accordance with her/his seniority, if such time is available.

B. **Disciplinary Letters (Letters of Warning)**

1. A disciplinary letter issued to a Flight Attendant shall contain the precise reason(s) for the action being taken. If the Flight Attendant is dissatisfied with the letter, she/he may make a written request for an <u>investigation and</u> hearing within fifteen (15) days after receipt of notification. If requested, a Flight Attendant shall be afforded not less than fifteen (15) days from the date she/he filed a request for an <u>investigation and</u> hearing in order to secure witnesses and otherwise prepare for her/his hearing. The Flight Attendant shall have the right to be represented by her/his duly accredited representative(s) or by an employee of her/his choice.

SECTION 23: GRIEVANCE PROCEDURE

2. Such written request for an investigation and hearing shall be addressed to the Vice President of Inflight Services or designee.

3. Such investigation and hearing shall be held by the Vice President of Inflight Services or her/his designee. The investigation and hearing shall be held either at her/his domicile or in Honolulu, as directed by the Flight Attendant, within fifteen (15) days after receipt of the Flight Attendant's request.

4. Within fifteen (15) days after such hearing, the Company shall issue a written decision to the Flight Attendant with copies to the persons specified in Paragraph E.9. below. In the event the Company fails to issue such decision within the period described, the Flight Attendant's position shall be sustained and the relief requested shall be granted.

5. If the decision of the Company is not satisfactory to the Flight Attendant, the matter may be appealed to the Vice President of Inflight Services, or her/his designee, upon written request of the Flight Attendant or the Union, provided such appeal is requested in writing within fifteen (15) days of receipt of the Company's decision.

6. Such appeal hearing shall be held by the Vice President of Inflight Services, or her/his designee, within fifteen (15) days after the receipt of the Flight Attendant's request and shall be held in Honolulu. The Flight Attendant shall have the right to be represented by her/his duly accredited representative(s) or by an employee of her/his choice.

7. In the event the appeal hearing is not held by the fifteenth (15th) day following receipt of the Flight Attendant's written request, the Flight Attendant shall, if held out of service, be reinstated, her/his employment record shall be cleared and she/he shall be awarded the difference between her/his actual earnings during the period in question, if any, and the amount she/he would have earned from the Company had she/he not been suspended or discharged.

8. Within fifteen (15) days after such appeal hearing, the Company shall issue a written decision to the Flight Attendant with copies to the persons specified in Paragraph E.9. below. In the event the Company fails to issue such decision within the period described, the Flight Attendant's position shall be sustained and the relief requested shall be granted.

9. If the decision of the Company is not satisfactory to the Flight Attendant, the matter may be appealed to the Hawaiian Airlines three (3) member Flight Attendants System Board of Adjustment as provided for in Section 24 of this Agreement, provided such appeal is submitted within thirty (30) days of receipt by the Flight Attendant of the decision of the Company.

10. Flight Attendants may not grieve any disciplinary action against them during their probationary period; however, if the Association is named as a defendant by a Flight

SECTION 23: GRIEVANCE PROCEDURE

Attendant, whether or not she/he is probationary, the Company shall supply the Association with all information pertaining to the issue.

C. **Non-Disciplinary Grievances**

1. Any Flight Attendant or group of Flight Attendants who has a grievance concerning any action of the Company affecting such Flight Attendant(s), except matters involving individual discipline or discharge, shall have such grievance handled in accordance with the following procedures provided such grievance is filed within sixty (60) days after the Flight Attendant(s) knew or reasonably would have knowledge of the facts upon which the grievance is based.

2. Such grievance shall be filed in writing, signed by the grievant(s), or on her/his behalf by her/his representative, addressed to the Vice President of Inflight Services or her/his designee, and shall contain a brief statement of the claim presented.

3. Within ten (10) days after receipt of the Flight Attendant's grievance a meeting shall be held by the Vice President of In-Flight Services or her/his designee. The meeting shall be held either in Honolulu or the Flight Attendant's domicile, as directed by the Flight Attendant. Within fifteen (15) days after such hearing, the Company shall issue a written decision to the grievant(s) with copies to the persons specified in Paragraph E.9. below.

4. If the decision of the Company is not satisfactory to the Flight Attendant, the matter may be appealed to the Vice President of Inflight Services, or her/his designee, upon written request of the Flight Attendant or the Union, provided such appeal is requested in writing within fifteen (15) days of the receipt of the Company's decision.

5. Within ten (10) days after receipt of the appeal, a meeting shall be held by the Vice President of Inflight Services or her/his designee. The Vice President of Inflight Services or her/his designee shall furnish a written decision within fifteen (15) days after the date of the meeting.

6. In the event the Company fails to issue such a decision within the period described above, the grievant(s)' position shall be sustained and the relief requested shall be granted.

7. If the decision of the Company is not satisfactory to the grievant(s), the matter may be appealed to the Hawaiian Airlines three (3) member Flight Attendants System Board of Adjustment as provided in Section 24 of this Agreement, provided such appeal is submitted in writing within thirty (30) days of receipt of the decision of the Company by the grievant if it is an individual grievance or within thirty (30) days of receipt by the representative(s) if it is a group grievance.

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D. MEC Grievances

1. The MEC President, or designee, may file a grievance protesting an alleged misinterpretation or misapplication of the terms of this Agreement.

2. An MEC grievance must be filed within sixty (60) days after the MEC knew or reasonably would have knowledge of the facts upon which the grievance is based.

3. An MEC grievance shall be filed in writing, addressed to the Vice President of Inflight Services, and shall contain a brief statement of the claim presented.

4. A hearing shall be held by the Vice President of Inflight Services within ten (10) days after receipt of the MEC grievance.

5. Within twenty (20) days after such hearing, the Vice President of Inflight Services shall issue a written decision to the MEC President, or designee. In the event the Vice President of Inflight Services fails to issue such a decision within the twenty (20) day period, the MEC's position will be sustained and the relief requested shall be granted.

6. If the decision of the Company is not satisfactory to the MEC, the matter may be appealed to the Hawaiian Airlines three (3) member Flight Attendants System Board of Adjustment as provided in Section 24 of this Agreement, provided such appeal is submitted in writing within thirty (30) days of receipt of the decision of the Company by the MEC President, or designee.

E. General

1. The periods of time for hearings, decisions and appeals, established in this Section, shall be considered as maximum periods and that when hearings, decisions, and appeals can be handled in a period of less than the maximum time stipulated, every effort will be made so as to expedite such cases.

2. When it is mutually agreed that a stenographic report is to be taken of the investigation and hearing, in whole or in part, the cost will be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of the proceedings shall be taken, any written record available taken of such investigation and hearing shall be furnished to the other party to the dispute upon request, provided that the cost of such written record so requested shall be borne equally by both parties to the dispute.

3. Flight Attendants covered by this Agreement may be represented by such persons at hearings as they may choose and designate. Evidence may be presented either orally or in writing or both and through witnesses.

SECTION 23: GRIEVANCE PROCEDURE

4. All matters handled under the procedure provided above shall be in writing and shall be signed by the Flight Attendant or a designated representative, and all decisions shall be in writing.

5. When, under this Agreement, a Flight Attendant is chosen to act as a representative of, or a witness for, another Flight Attendant against whom charges have been proffered, such Flight Attendant shall, when the requirements of the service permit, be given leave of absence for a time sufficient to permit appearance as such representative or witness. If such appearance is at Company request, the Flight Attendant shall receive pay and credit for what she/he normally would have earned.

6. Time Limits

    a. All the time limits specified in this Section shall be determined by the date of receipt of the registered or certified letter.

    b. Time limits specified in this Section may be extended only by mutual agreement between the Association and the Company.

7.

    a. All written notices required under this section shall be sent to the Flight Attendant by registered or certified mail, return receipt by addressee only with a copy via email to the designated Union Representative.

    b. Grievance submissions, grievance decisions and communications between the Company and the Union regarding grievances may be sent via email.

    c. A document may be served personally upon a Flight Attendant if a receipt for such document is signed by the representative or designee.

8. All reference to days contained in this Section shall mean calendar days.

9. Copies of all correspondence concerning all grievances shall be sent to the Vice President of Inflight Services and the Vice President of Employee and Labor Relations or their designees, the MEC/LEC Presidents and MEC/LEC Grievance Chairpersons or their designees, and the AFA Legal Department.

10.

    a. When a Flight Attendant is called into a supervisor's office for a discussion relating to her/his job performance, she/he shall be advised of the nature of the meeting and of her/his right to have another Association member of her/his choice present as a witness.

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b. If a Flight Attendant chooses to have an Association member present, the meeting will not be held until the member is available to accompany the Flight Attendant. The Flight Attendant(s) will be allowed no more than twenty-four (24) hours to obtain such witness unless other time limits are arranged by mutual agreement. It is agreed that these meetings will be held as expeditiously as possible.

c. When a Flight Attendant attends a meeting that may result in disciplinary action, the Flight Attendant and Association member will be allowed adequate time during the meeting to privately review all documents or reports relating to such action.

F. **Correspondence and Notification**

1. 23.A. Disciplinary, Suspension and Discharge

COMPANY LETTERS	Digital Copy of Letter	Certified Letter
Held out of Service	MEC President	Flight Attendant
Notice of Investigation	MEC/LEC Grievance Chairpersons	
Charge Letter	LEC President	
Notice of Hearing	AFA Staff Attorney	
Hearing Decision	AFA Paralegal/Grievance Specialist	
Notice of Appeal Hearing		
Appeal Decision		

AFA LETTERS	Digital Letter	Digital Copy of Letter
Request for Appeal	Vice President, In-Flight	Flight Attendant
Appeal to System Board	Vice President, Labor Relations	
Withdrawal	Sr. Contract Administrator	
	Executive Assistant, In-Flight	
	Specialist, Labor Relations	

SECTION 23: GRIEVANCE PROCEDURE

2. 23.B. Disciplinary Letters (Letters of Warning)

COMPANY LETTERS	Digital Copy of Letter	Certified Letter
Notice of Hearing	MEC President	Flight Attendant
Hearing Decision	MEC/LEC Grievance Chairpersons	
Notice of Appeal Hearing	LEC President	
Appeal Decision	AFA Staff Attorney	
	AFA Paralegal/Grievance Specialist	

AFA LETTERS	Digital Letter	Digital Copy of Letter
Grievance Letter	Vice President, In-Flight	Flight Attendant
Request for Appeal	Vice President, Labor Relations	
Withdrawal	Sr. Contract Administrator	
Appeal to System Board	Executive Assistant, In-Flight	
	Specialist, Labor Relations	

3. 23.C. Non-Disciplinary Grievances

AFA LETTERS	Digital Letter
Grievance Letter	Vice President, In-Flight
Request for Appeal	Vice President, Labor Relations
Withdrawal	Sr. Contract Administrator
Appeal to System Board	Executive Assistant, In-Flight
	Specialist, Labor Relations

COMPANY LETTERS	Digital Letter
Notice of Hearing	MEC President
Hearing Decision	MEC/LEC Grievance Chairpersons
Notice of Appeal Hearing	LEC President
Appeal Decision	AFA Staff Attorney
	AFA Paralegal/Grievance Specialist

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4. 23.D. MEC Grievances

AFA LETTERS	Digital Letter
Grievance Letter	Vice President, In-Flight
Withdrawal	Vice President, Labor Relations
Appeal to System Board	Sr. Contract Administrator
	Executive Assistant, In-Flight
	Specialist, Labor Relations

COMPANY LETTERS	Digital Letter
Notice of Hearing	MEC President
Hearing Decision	MEC Grievance Chairperson
	AFA Staff Attorney
	AFA Paralegal/Grievance Specialist

SECTION 23: GRIEVANCE PROCEDURE

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SECTION 24: SYSTEM BOARD OF ADJUSTMENT

A. **Establishment of Board**

In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of this Agreement and any amendments or additions thereto and which are properly submitted to it, which Board shall be known as the "Hawaiian Airlines Flight Attendants System Board of Adjustment", hereinafter referred to as the "Board".

B. **Board Composition**

The Board shall consist of three (3) members, one (1) of whom shall be selected and appointed by the Association, one (1) by the Company, and a neutral arbitrator who shall be selected in accordance with the provisions of Paragraph H. of this Section. Such appointees shall be known as "Adjustment Board Members," hereinafter referred to as "Members."

C. **Jurisdiction**

The Board shall have the jurisdiction over disputes between any employee covered by this Agreement and the Company growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation or working conditions covered by existing agreements between the parties hereto.

D. **Board Responsibilities**

1. The Board shall consider any dispute properly submitted to it by the President of the Association or by the Company when such dispute has not been previously settled in accordance with the terms provided for in this Agreement.

2. The Board shall be competent to hear the dispute properly submitted to it and to decide said dispute by majority vote. Decisions of the Board shall be final and binding on the parties and shall be rendered no later than thirty (30) days after the close of the hearing.

3. The three (3) Member Board shall call such witnesses and receive such evidence as it may deem necessary. Either party may present witnesses or documentary evidence to the Board.

E. **Meeting Locales**

The Board shall meet in the city where the General Offices of Hawaiian Airlines, Inc. are maintained, unless a different place of meeting is agreed upon by the parties.

F. **Submissions**

All disputes properly referred to the Board for consideration shall be addressed to all Members of the Board. Three (3) copies of each petition, including all papers and exhibits in

connection therewith, shall be forwarded to all Members of the Board. Each case submitted shall show:

1. Question or questions at issue.

2. Statement of facts.

3. Position of employee or employees.

4. Position of Company.

When possible, joint submission should be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the Board. No matter shall be considered by the Board which has not first been handled in accordance with the appeals provision of this Agreement, including the rendering of a decision by the Company.

G. **Representatives/Witnesses**

Flight Attendants covered by this Agreement may be represented at Board hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing, or both. On request of individual Members of the Board, the Board may, by a majority vote, or shall, at the request of either the Association representatives or the Company representatives thereon, summon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute or by either party, or by the Board itself, or by either group or representatives constituting the Board. The number of witnesses summoned at any one time shall not be greater than the number which can be spared from the operation without interference with the services of the Company.

H. **The Panel of Arbitrators**

1. A panel of seven (7) arbitrators is hereby established. The arbitrators selected are as follows:

   a. Jeanne VonHof

   b. Steve Crable

   c. John LaRocco

   d. Bonnie Siber Weinstock

   e. Sylvia Skratak

SECTION 24: SYSTEM BOARD OF ADJUSTMENT

f. Marlene Gold

g. Gil Vernon

2. Notwithstanding the provisions of Paragraph H.1. above, within fourteen (14) days after a grievance has been properly submitted to the System Board of Adjustment, the parties may mutually agree on an arbitrator other than the seven (7) named above.

3. If the parties elect to choose an arbitrator from the panel of seven (7), they will first attempt to mutually agree on which arbitrator will be used. Failing to mutually agree on an arbitrator, each party shall alternately strike one name until one name remains. A flip of a coin shall determine which party strikes first. If, for any reason, the arbitrator chosen is unable to serve the last name stricken shall serve as arbitrator.

4. Either party may remove an arbitrator from the panel provided the arbitrator has heard and rendered a decision in at least one (1) case. However, nothing shall preclude the parties from mutually agreeing on the removal of an arbitrator at any time.

5. Once an arbitrator has been removed from the panel or the arbitrator resigns, the parties shall have thirty (30) days to mutually agree on a replacement. Failing agreement, the parties shall contact the National Mediation Board (NMB) for a panel of five (5) arbitrators. The alternate strike method shall be used to select the arbitrator from the NMB panel.

6. When an arbitrator sits as a Member of the Board, he shall have the right to modify System Board procedures for the purpose of simplicity, expedition and fairness for that hearing.

I. **General**

1. The expenses and reasonable compensation of the arbitrator selected as provided herein shall be borne equally by the Company and the Association.

2. The time limits specified in this Section may be extended by mutual agreement of the Company and the Association.

3. Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either to the employees or to the employer, or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended.

4. The Board shall, for a minimum period of five (5) years, maintain a complete record of all matters submitted to it for its consideration and of all their findings and decisions.

5. The Company and the Association will assume the compensation, travel expenses and other expenses of the Board Members selected by them.

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6. Each of the parties hereto will assume the compensation, travel expense and other expenses of the witnesses called or summoned by it. So far as space is available, witnesses who are employees of the Company shall receive free transportation over the lines of the Company from the point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law.

7. The Company and Association Board members, acting jointly, shall have the authority to incur such other expenses as in their judgment may be deemed necessary for the proper conduct of the business of the Board, and such expenses shall be borne one-half (1/2) by each of the parties hereto. Board Members who are employees of the Company shall be granted necessary leaves of absence for the performance of their duties as Board Members. So far as space is available, Board Members shall be furnished free transportation over the lines of the Company for the purpose of attending meetings of the Board, to the extent permitted by law.

8. It is understood and agreed that each and every Board Member shall be free to discharge her/his duty in an independent manner, without fear that her/his individual relations with the Company or with the employees may be affected in any manner by any action taken by her/him in good faith in her/his capacity as a Board Member.

9. The Board shall have the authority for the administration and interpretation of this Section of this Agreement. In the event the Board cannot agree on the administration or interpretation of this Section, they shall refer the matter to the first named referee or his designee.

10. Unless otherwise mutually agreed to by the Company and the Association, hearings before the three (3) Member Board shall be transcribed and the cost of such transcription shall be borne equally by the Company and the Association.

SECTION 25: ASSOCIATION MEMBERSHIP AND DUES CHECK-OFF

A. **Union Membership Requirements**

Subject to the pertinent provisions of the Railway Labor Act, as amended, it is agreed that as a condition of continued employment all the Flight Attendants presently in the employ of Hawaiian Airlines, Inc., shall become members of the Association within sixty (60) days after the execution of this Agreement. Newly employed Flight Attendants shall make application for membership in the Association within sixty (60) days after the date of their employment and shall be admitted to membership in the Association as provided in the Association's Constitution but no earlier than sixty (60) days following the beginning of her/his employment. All Flight Attendants who become members of the Association shall maintain such membership in accordance with the Association's Constitution and By-Laws as a condition of continuing employment with the Company provided that this provision shall not apply to any employee to whom membership is not available upon the same terms and conditions as are generally applicable to any other member of the Association or with respect to whom membership was denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Association. The employer will, within seven (7) working days after receiving notice from the Association, give any employee a discharge notice who is not in good standing in the Association as required by this provision. Nothing herein shall change the probationary period as established in Section 9.A. of the Agreement and its application to 23.A.10 and all other provisions which apply to the probationary period.

B. **Payroll Deduction of Union Dues**

During the life of this Agreement, the Company agrees to deduct from the pay of each member of the Association and remit to the Association membership dues and initiation fee uniformly levied in accordance with the Constitution and By-Laws of the Association and as prescribed by the Railway Labor Act, as amended, provided such member of the Association has voluntarily executed a check-off form. The initiation fee will be deducted in four (4) equal payments after the Company receives a properly executed dues check-off form.

C. **Company Remittance of Dues to AFA-CWA**

Deductions provided for above shall be made from the 7th of the month paycheck and remitted to the Association of Flight Attendants, no later than five (5) business days following the deduction. The remittance will be accompanied by a downloadable (e.g. Excel file) record that contains, at a minimum, the following information:

- Record of those for whom deductions were made and the amount of the deduction.
- Attrition information including the dates of termination/resignation/retirement.
- Leave of absence and Furlough information, including the date Flight Attendant is Off Payroll.
- New hire list including all contact info.

SECTION 25: ASSOCIATION MEMBERSHIP AND DUES CHECK-OFF

- Domicile changes.
- Transfers to management.

Upon issue of such remittance of same to the Association of Flight Attendants, all responsibility on the part of the Company shall cease with respect to any amount so deducted. The Company shall not be bound in any manner to see to the application of the proceeds of any such remittance, nor to investigate the authority of any designated officer of said Association to sign any request, to accept any remittance, or to collect the same. The Association hereby undertakes to indemnify and hold harmless the Company from any claim that may be made upon it for or on account of such deduction from the wages of any such employee after being remitted to the Association of Flight Attendants. The Association shall bear the administrative costs, if any, incurred by the Company in processing and forwarding remittances to the Association.

D. **AFA-CWA Check-off Authorization Form**

The parties agree that the check-off authorization shall be in the following form:

ASSOCIATION OF FLIGHT ATTENDANTS-CWA AFL-CIO

ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF ASSOCIATION DUES

TO: HAWAIIAN AIRLINES, INC.

I hereby assign to the Association of Flight Attendants-CWA, from any salary earned or to be earned by me as your employee, such sums as the Association may certify as dues and owing for me as membership dues including initiation fee and monthly dues in such sum as may be established from time to time in accordance with the Constitution of the Association. I authorize and direct you to deduct such sums from my pay and to remit same to the Association of Flight Attendants-CWA (AFA-CWA) at such time and in such manner as may be agreed upon between you and AFA-CWA at any time while this authorization is in effect. This assignment, authorization and direction shall be irrevocable for the period of one (1) year from this date or until the termination of this Agreement between the Company and the Association whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of the one (1) year or for the period of each succeeding Agreement between the Company and the Association of Flight Attendants-CWA, whichever shall be shorter, unless revoked by me in writing within fifteen (15) days prior to the expiration of each period of one (1) year, or of each applicable Agreement between the Company and the Association of Flight Attendants-CWA (AFA-CWA), whichever occurs sooner.

SECTION 25: ASSOCIATION MEMBERSHIP AND DUES CHECK-OFF

Separate and apart from all deductions for initiation fees and dues referenced herein, I also direct the Company to deduct from the second paycheck of each month (or the first paycheck if a second paycheck is not generated) an additional amount, equal to one month's dues, for the purpose of satisfying any current or future dues arrears obligation and to pay such amount directly to the Association of Flight Attendants-CWA (AFA-CWA). Such arrears deduction shall continue until the entire dues arrearage is satisfied.

This authorization is made pursuant to the provisions of the Railway Labor Act, as amended.

Employee Signature:

_____

Street Address:

_____

City, State, & Zip_____

Domicile: _____ Hire Date:_____

Date: _____ HAL Employee Number:_____

Printed Name:

Please complete and return to:

ASSOCIATION OF FLIGHT ATTENDANTS-CWA
501 3rd Street, NW, 6th Floor
Washington, DC 20001

**Dues, contributions or gifts to the Association of Flight Attendants are not deductible as charitable contributions for federal income tax purposes. Dues paid to the Association of Flight Attendants, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

E. **Dues Check-off Upon Return to Active Status**

Dues check-off will automatically begin upon a Flight Attendant's return to active status from a leave of absence.

SECTION 25: ASSOCIATION MEMBERSHIP AND DUES CHECK-OFF

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SECTION 26: TRAINING

The objective and purpose of Flight Attendant training is to support and empower Flight Attendants in being proficient in safety and service.

A. **Flight Attendants Not Required to Pay for Training**
No Flight Attendant employed by the Company shall be requested to pay for training required or conducted by the Company.

B. **Training Class Hours**
All training classes, including FAA emergency ditching classes, whenever possible, should be conducted between the hours of 0830 to 1730 and/or 1100 to 2000. By mutual agreement between the Association and the Company, these class times may be altered. Notice of classes and meetings should be at least three (3) months in advance. In the event of introduction of new equipment or required F.A.A. procedures, notice will be given as far in advance as possible. In no event shall a meeting exceed a total of eight (8) hours or shall a day of training exceed a total of eight and one-half (8½) hours, which shall include a scheduled thirty (30) minute unpaid meal break.

C. **Training Pay and Credit**

1. FAA Requalification Training
Flight Attendants shall have one (1) of the following options for FAA Requalification training:

   a. Paid at her/his hourly rate (no credit or additional time off) for each hour or fraction thereof spent in training; or

   b. Paid at one half (½) her/his hourly rate for each hour or fraction thereof spent in training and, for line building purposes, paid and credited five (5.0) hours per training day.

2. FAA Recurrent Training

   a. Flight Attendants shall have the option to be paid for FAA recurrent training as follows:

      (1) Paid at her/his hourly rate (no credit or additional time off) for each hour or fraction thereof spent in training; or

      (2) Paid and credited five (5.0) hours per training day.

   b. Required FAA recurrent training shall consist of one and one-half (1½) consecutive days. The Company may schedule other training for the remainder of the second day and a minimum of thirty (30) minutes shall be allotted to the Association if the Association so desires.

SECTION 26: TRAINING

c. Upon receiving the necessary approvals to do so, one day of recurrent training may be replaced with a computer-based training module that will be paid at five (5) hours, pay only, no credit and no per diem. The remaining day of classroom training will be paid at the Flight Attendant's option under paragraph a. above.

3. New Aircraft Training

a. Flight Attendants shall have the option to be paid for the training as follows:

(1) Paid at her/his hourly rate (no credit or additional time off) for each hour or fraction thereof spent in training; or

(2) Paid and credited five (5.0) hours per training day.

b. If the training is more than two (2) days, the Flight Attendant will have the option of being paid per (1) or (2) below for any additional days in excess of the two (2) days specified in 3.a., above:

(1) Paid at her/his hourly rate (no credit or additional time off) for each hour or fraction thereof spent in training; or

(2) Paid at one half (½) her/his hourly rate for each hour or fraction thereof spent in training and, for line building purposes, paid and credited five (5.0) hours per training day.

4. Other Training

a. One (1) Day - A Flight Attendant may be required to attend a one (1) day "stand alone" training. A Flight Attendant shall not be required to attend such training during a month she/he attends F.A.A. recurrent training. Such one (1) day training shall be on a Flight Attendant's day off and the Flight Attendant shall be paid at her/his hourly rate of pay (no credit or additional time off) for each hour or fraction thereof spent in training.

b. More Than One (1) Day - A Flight Attendant shall not be required to attend this type of training during a month she/he attends F.A.A. recurrent training. Flight Attendants attending such training shall be entitled to the options for training pay as provided in C.2. above.

c. Computer Based Training other than Recurrent or Requalification
Computer based training, except as otherwise provided in this Section, may be utilized and will be paid, at the Flight Attendant's hourly rate, one (1) hour for every three (3) hours, or fraction thereof, with a minimum of one (1) hour of pay. The

SECTION 26: TRAINING

Company will determine the length of the course, with the consideration of AFA MEC recommendations. In no event will a Computer Based Training exceed three (3) hours.

5. Service Training

a. A Flight Attendant may be required to attend up to two (2) days of service training in a calendar year. Each day of training will be no more than eight (8) hours, inclusive of a meal break and convenience breaks. Such training shall be on a day off and the Flight Attendant shall receive five (5) hours pay at her/his hourly rate of pay (no credit or additional time off) for each day of training. A Flight Attendant shall not be required to attend such training during a month she/he attends F.A.A. recurrent training.

b. If a Flight Attendant is required to attend more than two (2) days of service training in a calendar year, the day(s) in excess of two shall be paid in accordance with Paragraph C.2.above.

c. The Company will use its best efforts to provide service training in each domicile.

6. A Flight Attendant who attends any training shall not have her/his minimum guarantee adjusted; furthermore, a Bid Flight Attendant shall retain line value protection, except as provided in Section 12.

D. **Bidding for Training**

1. Recurrent Training Self-Scheduling Procedures

a. Notice and Change of Anniversary Date

(1) Each month the Company shall publish, in conjunction with the posting of bids, a list of Flight Attendants, in alphabetical order, who are eligible or due for training in the coming months. The list shall be divided into three parts indicating which Flight Attendants are in which of their three (3) training months during the coming months (i.e., prior month, anniversary month, grace month). The anniversary month is the month each year a Flight Attendant is due for training. A Flight Attendant also may attend training during the month prior to her/his anniversary month, or during the month following the anniversary month (must-go). The posting shall also indicate the days training will be offered for the subsequent month(s).

(2) Should the Company need to alter the anniversary date they will offer Flight Attendants the opportunity to do so in seniority order. If there are insufficient volunteers the Company will assign in inverse seniority order from the applicable

month(s). However, in such circumstances, no Flight Attendant will be reassigned if doing so would force her/him to attend recurrent training twice within the same calendar year.

b. Bidding for Recurrent Training

(1) A Flight Attendant appearing on the published list may bid to attend training in her/his anniversary month or must-go month. Such bid, indicating order of preference and the Flight Attendant's choice of pay and credit or pay-no credit, must be completed by the fifth (5th) day of the month prior to the month the Flight Attendant desires to attend training (i.e., prior to the anniversary month or must-go month). The Company shall award training days in order of preference, except that all Flight Attendants who are bidding for their must-go month shall be awarded in seniority order first.

(2) A Flight Attendant who fails to bid for a training date in the anniversary month, or who desires to attend training in the may-go month, may call Training and, on a space available basis, select a training date on a known day off in either month. Such training shall be for pay-no credit.

(3) A Flight Attendant who does not attend training in the may-go or anniversary month and fails to bid for training in the must-go month, shall be assigned training by the Company and will be deemed to have selected the pay and credit option.

(a) A Flight Attendant may change her/his recurrent training dates to another available date, on a first-come, first served basis, provided such request is submitted by 1200 LDT on the 16th of the month prior.

(b) A Flight Attendant may change her/his recurrent training pay option, as provided by C.1., provided such request is submitted by 1200 LDT on the 16th of the month prior.

2. Bidding for All Other (Non-Recurrent) Training
The Company shall post all other training classes for bid. Bids shall close at 1700 on the seventh (7th) of the month preceding the respective training month and they shall be awarded to Flight Attendants in order of seniority.

3. The Company shall provide a sufficient number of training classes with a sufficient number of vacancies to allow all Flight Attendants to attend training.

E. **Training Only Allowed After Legal Rest**
No Flight Attendant will be required to attend any of the above without her/his sufficient rest period as required in this Agreement under Section 7.

SECTION 26: TRAINING

F. **Training While on Leave**

Flight Attendants shall not be required to return from sick leave, medical/maternity leave, or personal leaves of absence for any required training if the Flight Attendant is out of the state of her/his domicile. In no event shall a Flight Attendant be required to return from sick leave or medical/maternity leave if her/his doctor will not release her/him for such training. If a Flight Attendant is out of the state of her/his domicile and her/his requalification requirements include ground school, the Company shall, upon expiration of her/his leave, have seven (7) days in which to requalify her/him. Said Flight Attendant will be paid and credited what she/he normally would have earned upon completion of her/his requalification or from the eighth (8th) day of active status, whichever occurs first. Flight Attendants on leaves of absence but who are out of the state of their domicile will receive free or reduced rate transportation privileges to and from such training.

G. **Flight Attendant Illegal Due to Company Failure to Provide Training**

Any active or furloughed Flight Attendant who is illegal to fly due to the Company's failure to provide F.A.R. required training will be scheduled for training to qualify as soon as possible and she/he shall be paid and credited for what she/he normally would have earned during the period of illegality.

H. **Additional Duties on Day of Training**

A Bid Flight Attendant shall not be required to perform any other Company duties on a day of training in excess of her/his original bid schedule.

I. **Training Out of Uniform**

If Flight Attendants train out of uniform, they will receive adequate time, excluding their one (1) hour lunch period, between training and flight assignments to prepare for duty. Such time will be considered part of the duty period.

J. **Home Study Course**

A Flight Attendant may be required to complete a home study course once per year in conjunction with an all aircraft recurrent training class. An electronic study guide will be available for Flight Attendants on the Training page of the IFS website. The home study course will not exceed three (3.0) hours and shall be paid one (1) hour at her/his hourly rate. Flight Attendants shall be given at least seven (7) days to complete their home study course.

K. **Travel Time**

Training will normally be conducted at a Flight Attendant's domicile. Whenever a Flight Attendant is required to attend training away from her/his domicile, at the Flight Attendant’s option, her/his space positive travel to and from training may be utilized from any city served by the Company. If traveling to training on a day off causes a Flight Attendant to fall below her/his required minimum days off, she/he shall have the day(s) off returned in the same month (with pay and credit for all trips missed). A Flight Attendant required to travel shall not have her/his minimum guarantee adjusted; furthermore, a Bid

SECTION 26: TRAINING

Flight Attendant shall retain line value protection. A Flight Attendant required to travel for training away from her/his domicile shall be compensated as follows:

1. Bid Flight Attendants shall be paid and credited what they normally would have earned for all trips missed due to travel. A Bid Flight Attendant may be required to work her/his published bid trip(s) to and from training.

2. Reserve Flight Attendants traveling for training on a work day shall be paid and credited if required to work to or from training or receive deadhead credit.

3. A Flight Attendant shall be paid and credited five (5) hours for each day of travel.

L. **Training Curriculum**

1. The Vice President of In-Flight shall consider recommendations from the AFA MEC Air Safety and Health Chairperson regarding the curriculum and methods of instruction for Flight Attendant training.

2. Each year the Manager of In-Flight Training, or designee, shall survey Flight Attendants to discern the effectiveness of Flight Attendant training.

3. The Vice President of In-Flight shall review any examinations used in Flight Attendant ground school where the failure rate appears to be excessive. The parties shall establish procedures to accomplish this review.

M. **Flight Attendant Right to Audit FAA Training**

Flight Attendants shall have the right to audit F.A.A. required training one (1) time per year. Flight Attendants who audit shall not be evaluated, tested, or be compensated for training in which they audit. The Company shall accommodate Flight Attendants who wish to audit said training.

N. **Rest Following Training**

1. The minimum rest provisions at the Flight Attendant's domicile following days of training including all travel days shall be as follows:

Days in Training (Including Travel)	Minimum Rest
1 day	12:00
2 consecutive days	12:00
3 consecutive days	24:00
4 consecutive days	36:00
5 consecutive days	48:00

SECTION 26: TRAINING

2. A Flight Attendant who is removed from a trip(s) following a day(s) of training as provided under the minimum rest provisions above, may be reassigned to another flight(s) in place of a flight(s) projected on her/his published schedule, provided, the final arrival at domicile time as it appears on her/his published scheduled is extended by no more than a maximum of thirty (30) minutes for Inter-Island and three (3) hours for International.

3. Pay and credit for such Flight Attendant shall be for actual time flown or the time scheduled to be flown, or duty (Inter-Island)/trip rig (International) credit, whichever is greater, in addition to all other compensation to which she/he may be entitled.

4. Such reassignments and/or extensions must be made prior to 1700 (local domicile time) of the preceding day and must be printed on the Daily Flight Schedule.

5. The Company and the Association agree to establish by mutual agreement pay and credit provisions for rest following days of training as provided above. Further, it is agreed that such provisions shall be no less than those provided to pilots in the employ of the Company.

O. **MEC President Input**

The MEC President of the Association shall be consulted by the Company for input with regard to the curriculum, content and other details during the planning and implementation of the First Flight Attendant and Coach Lead Flight Attendant training program.

SECTION 26: TRAINING

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SECTION 27: GENERAL

A. **Copy of Agreement**

The Company must provide each Flight Attendant with a copy of this Agreement within sixty (60) days after the execution of this Agreement. A convenient-sized booklet will be provided each Flight Attendant as soon as possible thereafter. In addition, the Company will provide to the AFA International Office the text of this Agreement, converted into a mutually agreed to word processing program. The Agreement text includes all amendments and Letters of Agreement.

B. **Flight Attendant Rights Under Railway Labor Act**

Nothing in this Agreement shall be construed to limit or deny any Flight Attendant hereunder any rights or privileges to which she/ he may be entitled under the provisions of the Railway Labor Act, as amended.

C. **Acquiring Aircraft**

1. Interisland

   If the Company plans to acquire aircraft other than types presently in Interisland service (B-717, A321neo, A330-200, A350-800, B-767-300 and 787-9), this contract will be opened for negotiation of wages, rules and working conditions relative to such other type of aircraft only, under the provisions of the Railway Labor Act. The Company shall notify the Association in writing of the intent to acquire such other aircraft and negotiations shall begin fifteen (15) days after receipt of such notification unless otherwise mutually agreed upon by the parties hereto.

2. International

   If the Company plans to acquire aircraft other than types presently in service in the International operation (A321neo, A330-200, A350-800, 767-300, and 787-9), the Agreement will be opened for negotiation of wages, rules and working conditions relative to such other type of aircraft only, under the provisions of the Railway Labor Act. The Company shall notify the Association in writing of the intent to acquire such other aircraft and negotiations shall begin fifteen (15) days after receipt of such notification unless otherwise mutually agreed upon by the parties hereto.

3. Under no circumstances shall the Company put any newly acquired aircraft into service in either the Inter-island or International operations until it has reached an agreement with the Association over rates of pay, rules, and working conditions for such aircraft.

4. If the Company desires to add 767-300 aircraft configured with other than eighteen (18) first/business class seats and two hundred thirty-four (234) coach seats, the parties shall negotiate and agree on additional staffing and service for the new aircraft before the Company puts said aircraft into service as part of its active fleet.

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D. **Domiciles**

1. Interisland
   Honolulu shall be the only domicile for Flight Attendants. Prior to creating any other domicile and/or extending operations beyond Interisland flying, a supplement to this Agreement shall be negotiated in accordance with Section 6, Title I of the Railway Labor Act, as amended, prior to the implementation of such program.

2. International
   All domiciles other than Honolulu which are established for the International operation shall be geographically located within the fifty (50) United States. Prior to creating and opening any other domiciles, a supplement to this Agreement shall be negotiated in accordance with Section 6, Title I of the Railway Labor Act, as amended.

E. **Company Notification to AFA-CWA of Consolidation/Merger**
The Company will notify the Association promptly in writing in case of a consolidation or merger. Either the Association or the Company may request an opening of the Agreement under Section 6, Title I of the Railway Labor Act, as amended, for the purpose of negotiating labor protection clauses only, by submitting an opener within fifteen (15) days from the date of the written notice of intent to merge or consolidate.

F. **Lounges**

1. The Company will provide at every domicile a suitable lounge for Flight Attendants and maintain the lounge in a sanitary manner.

2. Flight Attendants shall be permitted to use the Company's employee lounge facilities at outside stations where, when and if available during periods of layover of less than four (4) hours.

G. **Right to Inspect Files**

1. A Flight Attendant shall receive copies of all correspondence and other documents concerning her/his performance as an employee with Hawaiian Airlines. A Flight Attendant must be copied on any written information of a derogatory, negative or adverse nature being placed in her/his file. If she/he does not receive a copy of such material, it shall not be used, nor shall the Company contend that it may be used in any action against the Flight Attendant. She/He may submit comments for the file.

2. A Flight Attendant may inspect her/his files upon request and be given copies of documents which, through inadvertence, she/he may not have received previously.

3. The Company shall have no more than two (2) personnel files per Flight Attendant containing letters of reprimand, check reports, disciplinary reports and passenger complaints (grievance and System Board files excluded).

SECTION 27: GENERAL

4. The pertinent matter contained in service or personnel records that are maintained for an employee by the Company will be made available, upon permission of the affected Flight Attendant, for inspection to the Association representative prior to the holding of any hearing or investigation in case of contemplated discharge. The Company will also provide the employee, upon her/his request, with a copy of her/his service record. The Company will not use, during grievance hearings, letters of reprimand or disciplinary action more than one (1) year old if offenses of a similar nature have not been committed in the interim. If no further like offenses are committed during the second year, letters of a derogatory nature and/or reprimands two (2) or more years old will be destroyed.

5. A passenger complaint letter shall not be placed in a Flight Attendant's file unless the Flight Attendant and the person writing the complaint are identified in the letter and the letter is reviewed with the Flight Attendant.

H. **Crew Complement**

1. A First Flight Attendant shall be required on all aircraft where Flight Attendants are required.

2. Flight Attendant assignment to aircraft will be as follows:

   a. Interisland

B-717	3 Flight Attendants
B-767-300	6 Flight Attendants
A321	4 Flight Attendants
A330-200	7 Flight Attendants
A350-800	7 Flight Attendants

   b. International
   Staffing will be in accordance with Sections 7, 10 and applicable LOAs.

I. **Flight Attendant Not Required to Pay for Lost or Damaged Equipment**
No Flight Attendant shall be required to pay for any Company equipment lost or unintentionally damaged.

J. **Flight Attendant Leaving Company - Paycheck, Records, IDs, Company Property**
Flight Attendants leaving the service of the Company will be given their final paychecks and, upon request, a copy of their “visi” record, within forty-eight (48) hours. Flight Attendants will return employment identification cards and Company-issued property.

SECTION 27: GENERAL

K. Pay Discrepancies

1. The Company affirms that, payroll shortages of ten dollars ($10.00) or more shall be corrected within two (2) working days of receipt of notification from the affected Flight Attendant, unless bona fide extenuating circumstances make it impossible to meet that deadline, but that under no circumstances shall the payroll adjustment be delayed longer than five (5) working days of receipt after notification.

2. In the event a Flight Attendant is overpaid, she/he shall be given written notice of and explanation for the overpayment before any amount is deducted from her/his paycheck. Under no circumstances, shall more than fifty dollars ($50.00) be withheld from a Flight Attendant's paycheck without her/his prior approval. In no event shall any amount be withheld unless it is done in full compliance with applicable State and Federal Labor Laws.

3. Notwithstanding Paragraph 2, above, in the event a Flight Attendant is overpaid on her/his advance paycheck, the overpayment shall be deducted from her/his subsequent paycheck(s) until such overpayment has been reconciled.

L. Non-Flight Attendant Vacancies

1. Posted vacancies for any personnel positions other than Flight Attendant positions shall be posted in the Flight Attendant lounge.

2. When a Flight Attendant requests transfer to a non-flying position, she/he will be offered the first position available commensurate with her/his experience and background after other affected labor agreement provisions are satisfied. Compensation for such employee will be at the longevity step within the wage range of the job she/he accepts to which her/ his length of service with the Company entitles her/him.

M. Jury Duty

1. When a Flight Attendant is called for jury duty, or subpoenaed as a witness by an authorized government agency, she/he shall notify the Company immediately and the Company may request the court to release her/him from such jury duty, or the Company shall release her/him from all Company duties on such days as she/he is called for selection or actively serves as a juror or witness. Actively serving as a juror includes weekends between court sessions.

2. A Flight Attendant who performs jury duty shall receive pay and credit on a work day as follows:

   a. Bid Flight Attendant - what she/he normally would have earned.

   b. Reserve Flight Attendant - 4.25 hours per day.

SECTION 27: GENERAL

3. A Flight Attendant who performs jury duty shall retain all compensation or expenses provided by the Court for such services.

4. A Flight Attendant released from work for jury duty will retain eligibility for the Sick Leave Bonus Vacation as provided in Section 19.O. for the relevant quarter.

N. **Flight Attendant Called as Witness for Company**

A Flight Attendant removed from her/his flights by the Company to appear in court as a witness for the Company will be allowed actual expenses incurred and, in addition, will be paid and credited for what she/he normally would have earned. Should a Flight Attendant appear as a witness on a day off, that Flight Attendant shall be given another day off of her/his choice with pay and credit, plus actual expenses incurred.

O. **Company Provided Legal Representation for Flight Attendant**

The Company shall, at its own expense, provide adequate legal representation for any Flight Attendant covered by this Agreement named as a defendant or subpoenaed as a witness in any legal proceedings arising out of such Flight Attendant's performance of her/his duties with the Company, including use of Automatic External Defibrillators and/or administering CPR, and shall provide suitable bond, and shall otherwise indemnify such Flight Attendant or her/his estate against any money judgment or award rendered against her/him. When a Flight Attendant is removed from a flight or flights for the purpose stated above, she/ he shall be paid and credited for what she/he normally would have earned, plus actual expenses incurred. If the above occurs on a day off, that Flight Attendant shall be given another day off of her/his choice with pay and credit, plus actual expenses incurred.

P. **Equal Rights Under the Law**

Equality of rights under the law shall not be denied or abridged by the Company on account of sex. Furthermore, the Company shall not discriminate in any way against any individual Flight Attendant with respect to her/his compensation, terms, conditions or privileges or employment because of such individual's race, color, creed, religion, national origin, age, marriage, social or sexual beliefs, physical or mental handicap, status as either a disabled veteran or veteran of the Vietnam era.

Q. **Company May Not Use Recording Device for Discipline/Discharge**

The Company shall not use any information gathered from any type of recording device in any discipline or discharge action.

R. **Release of Flight Attendant Information to Government Agency**

Anytime information is requested by a government agency, the Flight Attendant(s) involved shall be advised upon release of such information.

SECTION 27: GENERAL

S. **Flight Attendant Operations Manual**
A Flight Attendant's Operations Manual shall be updated as necessary to conform to this Agreement.

T. **Flight Attendant Death Away from Domicile**
In the event an employee dies while away from her/his home base while on Company business, the Company shall return the remains at no cost to the Flight Attendant's family to the employee's home or city for burial.

U. **Pay Benefits to Missing Flight Attendants**

1. When any Flight Attendant, while engaged in operations for the Company, becomes missing or her/his whereabouts becomes unknown or she/he is interned, captured, held as a prisoner or hostage, she/he shall be allowed compensation payable monthly, plus full-time benefits and accruals, in accordance with her/his status at rates no less than rates stipulated in Section 3 of this Agreement. Such Flight Attendant shall be entitled to monthly compensation for a period of twenty-four (24) months after disappearance or until such date that her/his death is established, whichever occurs first. If upon the expiration of such twenty-four (24) month period any such Flight Attendant is still missing and her/his whereabouts is still unknown, or if prior to that time her/his death is established, the Company shall pay or cause to be paid the death benefits prescribed by the Workers' Compensation Law of the State of Hawaii.

2. The monthly compensation allowable under this Paragraph to a Flight Attendant interned, held prisoner or hostage, captured or missing shall be credited to such Flight Attendant on the books of the Company and shall be disbursed by the Company in accordance with the written directions for such Flight Attendant. The Company shall cause each Flight Attendant to execute and deliver to the Company, a written direction in the form prescribed by the Company. Such forms shall be provided to each Flight Attendant within thirty (30) days after signing of this Agreement, and to new hires upon completion of initial training.

3. Any payments due to any Flight Attendant under this paragraph which are not covered by a written direction as above required, shall be held by the Company for such Flight Attendant and in the event of death, shall be paid to the legal representative of her/his estate.

V. **Flight Attendants' Right to Privacy**
The Company agrees to honor and respect the right of privacy of each Flight Attendant. Privacy, within the spirit and intent of this Paragraph, includes the Flight Attendant lounge.

W. **Flight Attendants Sitting in Unoccupied Passenger Seats**
During takeoffs and landings, to the extent permitted by F.A.A. regulations, Flight

SECTION 27: GENERAL

Attendants may occupy the rearmost or forward most unoccupied seats in lieu of the Flight Attendant seat.

X. **Flight Attendants on Ground Duty**
Flight Attendants on ground duty (school, promotion, etc.) will be covered by Sections 3, 4.B. and 7, excluding new hire trainees and Mainland promotional.

Y. **Company Allowance of One Yearly Unpaid Flight Attendant Meeting**
The Company shall be allowed to hold one (1) Company Flight Attendant meeting (excluding those necessitated by required training) each year for which no compensation will be paid to the Flight Attendants for attending.

Z. **Passports and Inoculations**
In the event the operations of the Company shall require passports and inoculations for Flight Attendants, the expense shall be borne by the Company. Inoculations will be given at Company designated places which are convenient to the affected Flight Attendant(s) domicile(s). It shall be the individual Flight Attendant's responsibility to keep her/his shot records current. Any incapacity resulting from such required inoculations shall be considered an occupational illness for purposes of Section 19.

AA. **Company Shall Not Denigrate Flight Attendant Occupation**
The Company shall not denigrate the occupation of Flight Attendants through advertising or promotional campaign.

AB. **Federal Wage Controls**

1. If the Federal Government institutes wage controls in any form and any portion of this Agreement is deferred or cut back, the parties shall promptly meet and allocate the monetary equivalent of such deferred or cutback portions of said agreement in such a manner that will result in government approval.

2. If the monetary equivalent of the deferred or cutback portion cannot be reallocated, the Company will pay the amount directly attributable to the deferment or cutback to the Flight Attendants when legally permissible.

3. If due to government controls, as specified in Paragraph AB.1. above, the Company's existing fares are cut back, the Company's obligation under Paragraph AB.2. above shall be decreased proportionately.

AC. **Crew Baggage**
The Company shall arrange to have crew checked baggage loaded last and off loaded first. The Company shall provide Hawaiian Airlines crew identification tags which will be prominently displayed on all checked baggage. New A330/A350 aircraft delivered from

the factory shall be provisioned with locked stowage facilities sufficient in size to accommodate two (2) pieces of Company-approved carry-on luggage/baggage for each working crewmember.

AD. **Replacement of Job-Related Items**

The Company shall provide each Flight Attendant, at no cost to the Flight Attendant, any job-related item required by the Company, an airport, or a governmental agency. Such items shall be replaced by the Company, at no cost to the Flight Attendant, if lost, stolen, or unintentionally damaged.

AE. **Separate Operations (Interisland and International)**

As long as the Company performs Interisland and International revenue flying, the Company shall maintain two separate operations [Inter -Island (flights within the Hawaiian Islands) and International (flights to and from destinations outside of the Hawaiian Islands)] and they shall be operated separately, except that International Flight Attendants may be used Interisland on a limited basis for repositioning segments in accordance with Section 2.AK. and Section 7.AA. The work rules contained in this Agreement shall apply to both operations unless the language references a specific operation, in which case, that provision shall apply only to the indicated operation.

AF. **Limitations on International Flying**

1. Except for Military Airlift Command or United Nations Forces flights, the Company shall not fly to, from, or within the Continent of Africa, nor shall it enter into any wet-lease agreements which requires Flight Attendants covered by this Agreement to engage in such flying.

2. Under no circumstances or conditions will a Flight Attendant covered by this Agreement be required to fly into, out of, or within war zones or countries that are experiencing internal or external hostilities.

AG. **AFA-CWA Seat on Company Board of Directors**

The Company agrees to include on its Board of Directors, a seat for a full, voting member of the Board to be filled by a person nominated by the Hawaiian Airlines Association of Flight Attendants' Master Executive Council. Such nominee shall serve or be replaced by subsequent nominees of the Master Executive Council in accordance with the by-laws of Hawaiian Airlines, Inc.

AH. **Ability to Conduct Business Without Using Company Forms**

Flight Attendants shall be able to conduct business with the In- Flight office, without using Company forms, via electronic communication.

SECTION 27: GENERAL

AI. **In-Flight Evaluations**

1. The Company shall enlist the services of In-Flight Observers to conduct periodic In-Flight Evaluations for working Flight Attendants. In-Flight Administration shall provide a method of advising Flight Attendants what flights will be subject to In-Flight Evaluations the following day, as well as, the name of the In-Flight Observer who will perform such evaluations (e.g., posting in Crew Track).

2. The purpose of conducting periodic In-Flight Evaluations is to confirm that Flight Attendants are in compliance with the Company's cabin safety procedures, in-flight service procedures, uniform and appearance standards.

3. Completed In-Flight Evaluation forms will be kept in a Flight Attendant's personnel file.

AJ. **In-Flight Observers**

1. Flight Attendants appointed by the Company as In-Flight Observers will be covered by this Agreement. At no time may an In-Flight Observer's flight time (pay and credit) exceed maximum allowable limits as set forth in Section 7 of this Agreement.

2. All In-Flight Observers will be selected from the Company Flight Attendant System Seniority List or be qualified Supervisors.

3. A Flight Attendant performing as an In-Flight Observer on a trip shall not be a full working crew member.

4. The Head of In-Flight Services shall meet, upon request, with the MEC President of the Association to resolve problems that arise with the program.

AK. **FlightPAC and Pegasus**

1. The Company agrees to payroll deduct contributions to the Association of Flight Attendants' Political Action Committee (referred to herein as “FlightPAC”), and the Pegasus Project from the pay of each Flight Attendant who voluntarily authorizes such contributions on the forms provided for that purpose by the Association.

2. The Association shall bear the administration costs, if any, incurred by the Company in processing and forwarding contributions to the Association.

3. FlightPAC and Pegasus contributions shall be deducted from each paycheck and shall be remitted to the Association as soon as practical thereafter, but in no event later than thirty (30) days after the date of the deduction.

SECTION 27: GENERAL

AL. **Wings of Hope**

The Company shall payroll deduct contributions for any Flight Attendant who completes a Wings of Hope Wage Deduction Authorization Card.

AM. **Employee Coordinating Committee**

1. The parties hereto have agreed to the formation and activation of an Employee Coordinating Committee (hereinafter referred to as the "Committee"), comprised of the Chairman of the Board, the President and the Department Heads of each employee group represented on the Committee, and not more than two (2) M.E.C. designated representatives of each employee group.

2. The Committee will meet no less than monthly, at which meetings the members will be briefed relative to present position, goals, plans and objectives of the Company. All such meetings will be attended by Department Head officials who are members of the Committee as set forth above. The Chairman of the Board and the President of the Company will attend such meetings whenever possible, but not less than quarterly. The Committee may also, through the Chairman of the Board, invite an outside member(s) of the Board of Directors to attend such meetings. The first meeting of the Committee will be held on or before March 31, 1984.

3. The designated representatives of employee groups serving on the Committee shall have an opportunity to present economic and operations problems and concerns to the Company along with recommended courses of action and goals, and the Company agrees to give full and fair consideration to such issues.

AN. **<u>Staffing Formula</u>**

1. <u>Flight Attendant Minimum Staffing Formula</u>

   a. The Company shall use a minimum system staffing level consisting of five (5) flight attendant crews per line of aircraft projected to be flying in the Company's operating plan, excluding any spare aircraft(s). For purposes of this formula, projected flying on partial lines shall be measured as full line equivalents, or portions thereof.

   b. Notwithstanding Paragraph AN.1.a., for line building purposes, there shall be a monthly International Reserve override totaling at least thirteen percent (13%) of the bid lineholders in each International Flight Attendant Operation.

   c. All mathematical calculations in conjunction with this system staffing formula shall be based on the highest number of flight attendants per crew per aircraft as provided by the basic Agreement.

SECTION 27: GENERAL

2. Planning and Review

   a. The Company will present the operating plan to the MEC President on an annual basis. The Company and the MEC will consult regarding this plan; distribution of flying, nature of flying, and staffing (including estimated low frequency charter flying).

   b. The minimum staffing formula, when applied, will represent minimum Flight Attendant staffing. The Company may elect to staff an aircraft type or domicile above the required minimum staff.

   c. The Company will present quarterly projections to the MEC President for review. Adjustments will be made to the staff as required, except where increases of a temporary nature can be operated with temporary vacancies and/or increased limitations as provided by the basic Agreement, or the Company elects to retain more Flight Attendants than required.

   d. Additionally, the Company will meet with the MEC President on a quarterly basis to review the effectiveness of the staffing formula for the previous quarter. If it is determined that the formula in Paragraph A.1. above either exceeds or underestimates the Company's required staffing needs, the parties shall discuss and mutually agree on an appropriate adjustment to the staffing formula.

SECTION 27: GENERAL

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SECTION 28: SAFETY

A. **Health and Safety Programs**
The Company will work with AFA to develop health and safety programs for Flight Attendants. The recommendations of the AFA MEC Air Safety and Health Committee shall be considered by the Company regarding matters affecting the safety of Flight Attendants and passengers.

B. **HAL-FAA Emergency Evacuations**
The AFA MEC Air Safety and Health Committee Chairperson or designee shall be notified and allowed to attend HAL-F.A.A. aircraft demonstrations including emergency evacuations.

C. **Standardization of Equipment With AFA-CWA Input**

1. The Company shall make every effort to standardize the type and configuration of safety emergency equipment on each series of aircraft except where cabin structural change is necessary.

2. The Company shall notify the AFA MEC President and MEC Air Safety and Health Committee Chairperson within ten (10) business days of any final decision to add new aircraft to its fleet not covered by this Agreement or to reconfigure or redesign the interior of aircraft covered by this Agreement if such reconfiguration or re-design impacts Flight Attendant safety. The Company shall meet and confer with the AFA MEC Safety Committee members to discuss the parties' mutual interests and concerns for inflight safety and to allow the Association to review and comment on the proposed aircraft acquisition or changes to the cabin interior of the current fleet with the Company retaining the sole right to make a final decision.

D. **AFA-CWA Safety Committee Quarterly Meetings With Company**
The Company and the MEC Air Safety and Health Committee shall meet once each quarter. Special meetings may be called by either party when unusual or emergency situations warrant. Flight pay loss shall be paid by the Company for the MEC Air Safety Committee (for up to three (3) members) for one meeting each year.

E. **AFA-CWA Safety Chair Access to Accident Site**
The MEC Air Safety and Health Chairperson may enter any aircraft, aircraft accident crash site if there are surviving Flight Attendants, or any environment where the Flight Attendant is required by the Company to be, in order to inspect pertinent conditions related to Flight Attendants' safety.

F. **Onboard Emergency Procedures Checklist**
There shall be a copy of the applicable emergency procedures checklist on board each aircraft during all times when Flight Attendants are on duty.

SECTION 28: SAFETY

G. **Bomb Search**
No Flight Attendant shall be required to perform a bomb search on an aircraft or to remain on board during such search.

H. **Serious Safety Incidents Involving Flight Attendants**

1. Notification: In the event of an aircraft accident, hijacking/terrorist attack, or a serious incident as defined in H.1.a.-c., below, involving Hawaiian Airlines aircraft or Flight Attendant(s), the Company shall promptly communicate all known details of the situation directly to the Association MEC Air Safety and Health and EAP Committee Chairpersons as well as the AFA MEC President. If unable to reach the AFA MEC President, contact will be made with the AFA MEC Vice-President, or the domicile AFA LEC President. The Company shall make every reasonable effort to speak directly to one of the above referenced individuals by telephone, but if that fails, notification shall be made by telephone to the Association Air Safety and Health Department in Washington, D.C. Notification for additional situations, where appropriate, will be made.

   a. Aircraft Accident

   b. Hijacking / Terrorist Incident

   c. Serious Incident: Serious injury to a Flight Attendant, crew-initiated evacuation or cabin preparation for evacuation of the aircraft, fire onboard, physical assault/battery of a Flight Attendant where Law Enforcement Officials are requested to meet the aircraft, decompression, severe or extreme turbulence as defined by the FAA, death on board where a Flight Attendant was directly involved in the emergency response, credible bomb threat as determined by HA Corporate Security, attempted breach of flight deck with malicious intent or actual breach of flight deck.

2. Aid to Flight Attendant: In the event of an occurrence as set forth in paragraphs H.1.a.-c., above, or any additional situation that the Company deems appropriate and approved by the Managing Director of In-Flight or his/her designee, the following will apply:

   a. The Flight Attendant will be provided with immediate medical attention, and to the extent possible, isolated from the media. This will also apply to acute illness while out of domicile.

   b. The Company will promptly notify the designated emergency contact of each Flight Attendant involved if the Flight Attendant is incapacitated or requests the Company to do so, unless otherwise prohibited by a government agency.

SECTION 28: SAFETY

c. Should the Flight Attendant not be able to return home immediately due to illness/ injury, or due to a government entity requiring the Flight Attendant to remain available for the investigation, the Company will absorb costs of lodging and transportation for meetings or investigations related to the incident or for medical treatment until she/he is cleared to fly and able to return home. Per diem will continue until the Flight Attendant returns to base or home. Transportation to her/his domicile or home will be provided by the Company. If transportation to the Flight Attendant's home is costlier than transportation to her/his domicile, the Company may elect to return the Flight Attendant to domicile.

d. If the Flight Attendant feels that she/he is unable to continue to perform her/his duties, she/he will be provided a positive space pass on the next available HA flight to her/his domicile or home if it is within the HA network. If there is no HA service from the incident location, transportation will be provided on another airline to her/his domicile or home, if there is no difference in cost.

3. If, as a result of a Safety Incident as outlined above in H.1.a.-c., a Flight Attendant is required to remain available by the Company or by a government agency, her/his duty period shall be considered to be extended until she/he is released.

I. **Association Provisions Related to Aircraft Accidents, Hijacking/Terrorist Attacks, or Serious Incidents**

1. Upon request of the Association, the Company shall meet with the Association Director of Air Safety and Health, EAP and/or AFA MEC Air Safety and Health Committee members to give them a full briefing on the circumstances surrounding the accident or incident or the hostage incident.

2. The Company shall arrange positive space on-line transportation for the Association Director of Air Safety and Health, the AFA MEC Air Safety and Health Committee Chairperson, and the AFA MEC EAP Committee Chairperson, or their designee, to the site of any casualty situation or hostage-taking incident. Subject to approval by the National Transportation Safety Board ("NTSB"), the Association's representatives shall be permitted to participate in any investigation regarding Flight Attendant procedures or duties or the role of Flight Attendants in the specific situation and to provide aid to affected Flight Attendants covered by this Agreement.

3. The Company's emergency response program will include confidential support through the Company's and AFA's peer-support EAP programs to Flight Attendants who have been involved in, or affected by, an accident or incident.

SECTION 28: SAFETY

J. **Release After Serious Safety Incident**

1. If a Flight Attendant is emotionally unable to continue to perform her/his duties after an emergency as outlined in H., above, the Flight Attendant may request, and will be released from the remainder of the pairing with no loss of pay and credit.

2. The Flight Attendant may request, and will be granted, time off without loss of pay and credit for up to three (3) days immediately following the day of the incident, inclusive of the remainder of the pairing on which the incident occurred.

   Example:
   A Flight Attendant with back-to-back three day trips (HNL-PHX-HNL and HNL-LAS-HNL) is involved in a serious safety incident on day one of the first three-day trip. Upon arrival in PHX, the Flight Attendant feels she is emotionally unable to continue her duties and requests to be removed from the remainder of her trip. She will be removed from the remaining two days of her PHX trip without any loss of pay or credit. Upon her return to HNL she may also request and will be removed from the second three-day trip (HNL-LAS-HNL). She is paid and credited for the first day of the second three-day trip (a total of three days of pay protection). The Flight Attendant may, at her option, request to make-up time lost due to the removal of the trip, including during the second and third days of the three-day trip.

3. Notification:

   a. Request for release while enroute:
      The Flight Attendant shall notify the captain of the flight who shall contact SOCC to obtain the Flight Attendant's release from the remainder of the pairing, and she/he will be removed without loss of pay and credit. The Flight Attendant may request, and will be granted, time off without loss of pay and credit for up to three (3) days immediately following the day of the incident, inclusive of the remainder of the pairing on which the incident occurred.

   b. Request for release while the Flight Attendant is on the ground or on layover:
      The Flight Attendant shall notify her/his In-Flight Manager or In-Flight Duty Manager to be released from the remainder of the pairing and/or subsequent pairing(s), for up to three (3) days immediately following the day of the incident, inclusive of the remainder of the pairing on which the incident occurred upon return to domicile without loss of pay and credit.

4. A Reserve may request and will be removed from her/his next reserve day(s) that fall within the three (3) day period as stated above. Any removal will be without loss of pay and credit for those days.

SECTION 28: SAFETY

5. The Flight Attendant may indicate make-up availability directly to Crew Scheduling for time lost outside of up to three (3) paid calendar days of flying from which the Flight Attendant was removed. The Flight Attendant may choose to make up time during the unpaid days of the pairing from which she/he was removed.

6. If the Flight Attendant requests additional time off as a result of the emergency as outlined in H. above, she/he shall apply for occupational leave under the provisions of Paragraph K. of Section 19. Alternatively, the Flight Attendant may utilize sick leave provided that she/he seeks EAP assistance.

7. Any removal(s) under these provisions will not count as an occurrence toward the Company's attendance/disciplinary policies or toward the Sick Leave Bonus Provision.

K. **Emergency Transportation**
The Company shall promptly notify the designated emergency contact of each Flight Attendant involved in an aircraft accident. The Company shall provide positive space, on or off line, transportation and lodging, free of charge, to a Flight Attendant's eligible family members to and from the location of the Flight Attendant involved in the event, subject to US and/or International regulatory restrictions.

L. **OSHA 200 Report**
Upon request, the Company shall provide the AFA MEC Air Safety and Health Committee Chairperson with copies of the annual OSHA 200 report.

M. **Company Notification of Hostilities, Political Disruptions**
The Company shall promptly notify the AFA MEC President upon receipt of information regarding hostilities or political disruptions which, in the opinion of the Company, may endanger Flight Attendants' safety at stations into which they are required to fly.

SECTION 28: SAFETY

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SECTION 29: CABIN SERVICE

A. **Flight Attendant Not Required to Stand at Bottom of Aircraft Stairs**
Flight Attendants will not be required to stand at the bottom of aircraft stairways during boarding and disembarking of passengers.

B. **No Full Beverage Service for Segments Less Than 20 Minutes**
When the scheduled block to block time on any segment is twenty (20) minutes or less, Flight Attendants will not be required to provide full beverage service.

C. **Aircraft Cleaning**

1. No aircraft cleaning is required by Flight Attendants on origination or termination of a flight. As time permits at turnaround stations, the tidiness and neatness of the aircraft and galley, and service items connected therewith, are the responsibility of the Flight Attendant. Flight Attendants, however, are not expected to clean the aircraft or perform other janitorial duties or servicing. These duties will be performed by personnel of other classifications.

2. The Company shall provide for the cleaning of aircraft at each turnaround station (International).

D. **Carrying/Loss of Company Mail, Money, Material**

1. Flight Attendants shall not be responsible for the loss of any Company mail, money or material put on their flight.

2. Flight Attendants shall not be required to hand carry Company mail, money or materials. In addition, Flight Attendants are not responsible for any carry-on items, whether Company or passenger, including garment bags, tote bags, etc.

E. **Handling of Carry-On Items**
The Company acknowledges that Flight Attendants will not be expected to handle carry-on items beyond their capabilities. It is further understood that assisting passengers is considered a part of a Flight Attendant's normal duties.

F. **Notification of Change in Cabin Service**
The Company will advise the MEC President when it intends to institute a change(s) in the cabin service and will meet with the Cabin Service Committee, if requested, to discuss the extent of the change(s), procedures to be followed, and other pertinent matters prior to the implementation of such service.

G. **Cabin Service Committee**

1. The Cabin Service Committee shall be made up of two (2) Association-selected and two (2) Company-selected members.

SECTION 29: CABIN SERVICE

2. Either party may request a meeting to address a service-related matter(s) and/or change(s). The Cabin Service Committee shall be responsible for making a joint recommendation to management on such service-related matter(s) and/or change(s).

3. The Company shall pay all flight pay loss incurred by the Association-selected members when they are removed from a trip to serve on the committee.

H. **Cabin Service and Equipment**

The Company recognizes that it must give the Flight Attendants its fullest support by adequately staffing each flight and by providing Flight Attendants with adequate cabin equipment so that they may provide the highest quality in-flight service to passengers. The Company and the Association agree that:

1. The MEC President may request a meeting with the Company to review the adequacy of staffing, equipment, and in-flight service on each aircraft type covered by this Agreement.

2. The Company shall invite the comments and input from individual Flight Attendants during the review process by providing a suggestion box and appropriate forms at each base.

3. The essential elements of assuring improved, high quality inflight service for passengers include, but are not limited to, the following:

   a. Each aircraft shall be adequately staffed for the service provided, including the recognition that provision of First, Business and Coach class services require additional Flight Attendants on board the aircraft.

   b. The galleys and beverage carts on board each aircraft must be adequate to enable Flight Attendants to provide efficient, high quality cabin service.

I. **<u>Agreement for Service Changes</u>**

1. Any 767-300 inflight service changes, inclusive of streamlining the current service levels, are subject to AFA's agreement.

2. The staffing levels in the tables in section 7.C. and 27.H. for the A330 and A350 aircraft are subject to AFA's agreement on the inflight service for such aircraft which shall not be unreasonably withheld.

<u>3. The staffing levels in the tables in section 7.C. and 27.H. for the A-320 family /B-737 family of aircraft are subject to AFA's agreement on the inflight service for such aircraft, which shall not be unreasonably withheld.</u>

SECTION 29: CABIN SERVICE

4. The parties shall negotiate and agree on inflight service requirements on the 787-9 aircraft subject to AFA's agreement, which shall not be unreasonably withheld.

J. **Duty Free Sales Program**

Effective 7/1/13, the Duty Free Sales Program will provide a four percent (4%) commission to be divided equally among the Flight Attendants working the positions responsible for Duty Free Sales onboard. Additionally, the Company will use its best efforts to secure an employee discount for Flight Attendants making purchases from the onboard duty free.

SECTION 29: CABIN SERVICE

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SECTION 30: BENEFITS

A. **No Less Favorable Pass Policy**
The pass policy applicable to Flight Attendants and their eligible family members shall be no less favorable than the pass policies for any other employee group in Hawaiian Airlines.

B. **Travel Privileges While on Leave**

1. When a Flight Attendant on parental leave of absence elects to utilize part or all of her/his accrued vacation benefits, she/he and her/his eligible family members shall be extended online and interline free and reduced rate transportation privileges in accordance with Company policy, interline reciprocal agreements and federal regulations during her/his vacation period.

2. A pregnant Flight Attendant and her eligible family members shall be extended on-line and interline free and reduced rate transportation privileges in accordance with Company policy, interline reciprocal agreements and federal regulations.

3. A Flight Attendant and her eligible family members shall be extended on-line and interline free and reduced rate transportation privileges in accordance with Company policy, interline reciprocal agreements and federal regulations for the first ninety (90) days of her additional personal leave following the expiration of her disability leave due to pregnancy.

C. **Medical/Dental Services Requested by Company**
Any medical or dental services requested by the Company shall be paid for in full by the Company.

D. **Employee Cards**
Company shall issue Flight Attendants employee cards which identify them as flight crew members and which shall enable them to obtain on-line passes and quarter-fare tickets at all Hawaiian Airlines ticket counters.

E. **Insurance Benefits for Those Accepting Part-Time in Lieu of Furlough**
The Company shall provide and pay for group insurance benefits for a period up to sixty (60) days for Flight Attendants who accept part-time status in lieu of a furlough.

F. **Pass Policy**

1. The Company and representatives of the Association and other employee groups shall review the current pass policies for the employees of Hawaiian Airlines and compare them with the policies currently in place at other airlines in order to develop a policy at Hawaiian Airlines that meets or exceeds current airline industry standards.

2. The Company shall invite the comments and input from individual Flight Attendants during the review process by providing a suggestion box and appropriate forms at each base.

SECTION 30: BENEFITS

3. The Company and the Association agree that the essential elements of an improved and liberalized Hawaiian Airlines pass policy shall include, but shall not be limited to, the following:

   a. an improved ticketing system which shall include issuance of passes and tickets for employees, dependents, siblings, and companions at each domicile, and a self ticketing procedure or similar system;

   b. inclusion of employees' designated companions and siblings among those eligible for on-line and inter-line pass provisions;

   c. aggressive negotiation of liberalized inter-line agreements; and

   d. elimination of all service charges to the extent allowed by relevant Internal Revenue Code provisions.

G. **Cabin Jump Seat Authority**

1. Effective January 1, 1993, the Company shall restrict cabin jump seat authority on all Hawaiian Airlines aircraft to Flight Attendants on the Flight Attendant System Seniority List and to employees on Company business. The Company and the Association mutually agree that priority for assignment of cabin jump seats shall be as follows: first, Company employees traveling on Company business and then, if any jump seats are available, Flight Attendants on the System Seniority List in seniority order. The Company and the Association shall mutually agree on procedures for assignment of cabin jump seat authority.

2. <u>Minimum Jumpseats</u>

   <u>a.</u> New A330/A350 aircraft delivered from the factory shall be provisioned with cabin jumpseats totaling two (2) greater than the standard crew complement in Section 7.C.2.b. of this agreement.

   <u>b. 787-9 aircraft shall be provisioned with a minimum of twelve (12) cabin jumpseats.</u>

3. Reciprocal Jumpseat Program
   The parties agree to develop reciprocal agreements with other airlines to allow Hawaiian Airlines flight attendants the ability to travel on those airlines on a space-available basis. Such travel on Hawaiian Airlines for flight attendants of the reciprocating airline will be restricted to available cabin passenger seats only.

<u>4. There shall be no weight and balance restriction from utilizing the Flight Attendant jumpseats for non-revenue travel on B717, A320 family, B737 family, A330, A350, and B787-9 aircraft operating interisland. In the event weight and balance restrictions limit an International flight operated by any aircraft such that not all cockpit and cabin</u>

SECTION 30: BENEFITS

jumpseats may be occupied, Flight Attendant seniority date shall be the date used for Flight Attendants to determine priority, compared to Hawaiian Airlines pilots, for being accommodated.

H. **Emergency Travel**
The highest priority shall be given to Flight Attendants for emergency travel.

I. **Passes While on Leave of Absence**

1. The Company agrees that Flight Attendants on any leave, shall be provided with unlimited on-line passes for the Flight Attendant (and her/his eligible dependents/family members) while on leave, regardless of pay status, for one (1) year.

2. Flight Attendants on Medical or Occupational leave shall be provided with unlimited on-line passes for the Flight Attendant (and her/his eligible dependents/family members), for the duration of their leave, regardless of pay status. The Company may request the Flight Attendant to provide her/his doctor's clearance prior to such travel.

3. A Flight Attendant on a leave of absence, as well as her/his eligible dependents, shall be permitted to travel on interline passes in accordance with interline reciprocal agreements. The Company agrees to seek to amend all existing interline agreements to permit reduced rate travel for the first ninety (90) days of a leave of absence.

4. The Company shall waive the restrictions set forth in subparagraph 1. above if, during a Flight Attendant's leave of absence, the Company determines that verifiable, bona fide circumstances have arisen which would reasonably require that the Flight Attendant and/or her/his eligible dependents be allowed to utilize her/his pass privileges.

J. **Health**

1. For routes to foreign destinations, the Company will address health concerns which include lists of qualified medical providers in the area and advisories as to insurance coverage and payment for services. Additionally, the Company will designate service providers and pay for any inoculations/vaccinations required or recommended by the U.S. Centers for Disease Control if the Flight Attendant elects to receive such inoculations/vaccinations.

2. Flight Attendants who become ill or injured while away at foreign destinations will receive necessary medical attention. The Company shall pay any up-front costs for such medical attention and the Flight Attendant will reimburse the Company any payments that are subsequently reimbursed by the Flight Attendant's insurance plan or that the Flight Attendant would have been responsible for under her/his insurance plan.

3. The Company will maintain a system for communicating information relevant to J.1. and J.2. above to the Flight Attendant group.

SECTION 30: BENEFITS

K. Employee Credit Cards

1. After one year of employment, the Company will provide Flight Attendants, upon request, with Hawaiian Miles credit cards. The type of card available will be dependent on the employee's credit rating and normal charges for such cards will apply.

2. Flight Attendants who wish to receive a card should complete an application form available through Inflight and submit the completed application to Inflight. All applications will be processed through the Marketing Department to ensure prompt handling.

L. Taxation of Benefits

Upon passage of legislation which causes employee fringe benefits to be taxed, the Company and the Association shall meet under the provisions of the Railway Labor Act to consider and exercise their best efforts to effectuate reallocation of the monetary equivalent of the benefits affected, except free and reduced rate transportation.

SECTION 31: DEADHEADING

A. **Pay and Credit**

1. Inter-Island

   a. When a Flight Attendant deadheads on a flight or part thereof, she/he shall receive one hundred percent (100%) flight pay and credit for such deadhead time.

   b. When a flight attendant deadheads via surface transportation, she/he shall be paid and credited with one-half (½) the deadhead rate specified above for all such time spent in surface deadheading, but in no case less than one (1) hour.

2. International

   a. When a Flight Attendant deadheads on a flight or part thereof, she/he shall receive one hundred percent (100%) flight pay and credit for such deadhead time.

   b. When a Flight Attendant deadheads via surface transportation, she/he shall be paid and credited on the basis of one-tenth (.10) flight time pay and credit for each ten (10) nautical miles of airport to airport distance based on the most direct Jeppesen Airway there between.

      Example: If the airport to airport distance is 69 nautical miles, the pay and credit earned by a flight attendant deadheading by surface transportation shall be 0.69 hours.

3. When deadheading is done on other air carriers, pay shall be computed on the basis of that carrier's actual or scheduled flight time, whichever is greater.

B. **Expenses**

Flight Attendants, when deadheading under orders from the Company, will be paid reasonable out-of-pocket expenses incident thereto in addition to hourly meal allowance and shall receive “Company Business” passes for the trip or trips.

C. **Deadheading Not Considered Legal Rest**

Time of deadheading to and from duty assignment shall not be considered part of the rest period.

D. **International - Waiving Legal Rest**

1. A Flight Attendant may waive legal rest as provided in Section 7 Paragraph D.2. of the Agreement in order to deadhead to her/his home domicile. The Flight Attendant shall be paid and credited as if she/he deadheaded home as scheduled. Such Flight Attendants will be provided with [DHSA or its future equivalent] positive space travel authorization on her/his desired return flight(s) to her/his domicile. However, a Flight Attendant shall not be provided with positive space travel authorization for a flight

SECTION 31: DEADHEADING

she/he was scheduled to work and from which she/he removed herself/himself to keep from exceeding maximum duty limits, unless authorized by Crew Scheduling. Such Flight Attendant may still waive rest to travel home on that flight but must travel in accordance with the rules and regulations for employee personal travel.

2. A Flight Attendant who waives legal rest as provided in D.1. above shall be paid under Paragraph F. of Section 7 of this Agreement if she/he has obtained the Company's prior approval for the pay. The Company shall not withhold its approval if the payment to the Flight Attendant under Paragraph F. is the same or less than the costs of the layover rest period including but not limited to hotel, ground transportation and air transportation home.

E. **Seating Priority**

Flight Attendants deadheading on Hawaiian Airlines flights for two (2) hours or more shall be ticketed PS1Y and given the highest priority for First Class Seating (all charges waived) thereby allowing the Flight Attendants to be seated in order of seniority in First Class/Business Class immediately following the last Revenue First Class passenger (not including inter-line or Hawaiian Airlines employee upgrades). In the event of insufficient First Class seats, all deadheading crew members (pilots and Flight Attendants) shall be assigned to First Class as follows: All currently active captains shall be assigned first and all remaining deadheading crew members in order of Company seniority (date of hire). After all First Class seats have been assigned, or when a Flight Attendant crew is deadheading without a pilot crew, seat selection among deadheading Flight Attendants will be determined based on Flight Attendant seniority; and the assigned seats will be exchanged among them accordingly.

F. **Duty Periods**

1. A Flight Attendant may be scheduled to deadhead up to sixteen (16) hours when performing no other duty for the Company.

2. When a Flight Attendant is scheduled to deadhead for a duty period of ten (10) hours or more she/he shall be ticketed in Business Class or First Class seating.

3. Notwithstanding the above, if a Flight Attendant is scheduled for a duty period of ten (10) hours or more, with a combination of deadheading block time of two (2) hours or more followed by a flight assignment (in the same duty period), she/he shall be ticketed in Business class or First Class Seating, unless there are no carriers operating over that route(s) within the required time frame who operate with flight so configured, or First and Business Class are fully booked, provided the Company makes a reasonable effort to obtain such booking sufficiently in advance of the deadhead travel.

G. **Consumption of Alcohol**

A Flight Attendant, when deadheading, shall be allowed to consume alcoholic beverages

SECTION 31: DEADHEADING

provided she/he is not in uniform, not riding a Flight Attendant jump seat, and is deadheading to a legal rest. However, if a Flight Attendant is required by a foreign government agency to deplane the aircraft in uniform to transit customs, she/he shall not be allowed to consume alcoholic beverages on the flight.

SECTION 31: DEADHEADING

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SECTION 32: INSURANCE

A. Group Life

1. Effective July 1, 2001, the Company will provide to all full- time Flight Attendants who have been employed by the Company for more than one hundred and eighty (180) days, Group Life coverage and Accidental Death and Dismemberment insurance in the amounts noted below at no cost to the employee. The amount of insurance provided will be adjusted at the beginning of each calendar year to reflect any salary or wage increases which the employee may have received during the year just completed. These benefits shall be on a twenty-four (24) hour basis including coverage while acting in the capacity of a crew member for Hawaiian Airlines, Inc.

If Annual Salary is:	Basic Life	AD & D
$9,000 & Under	$36,000	$36,000
9,001 - 10,000	40,000	40,000
10,001 - 11,000	44,000	44,000
11,001 - 12,000	48,000	48,000
12,001 - 13,000	52,000	52,000
13,001 - 14,000	56,000	56,000
14,001 - 15,000	60,000	60,000
15,001 - 16,000	64,000	64,000
16,001 - 17,000	68,000	68,000
17,001 - 18,000	72,000	72,000
18,001 - 19,000	76,000	76,000
19,001 - 20,000	80,000	80,000
20,001 - 21,000	84,000	84,000
21,001 - 22,000	88,000	88,000
22,001 - 23,000	92,000	92,000
23,001 - 24,000	96,000	96,000
24,001 - 25,000	100,000	100,000
25,001 & over	104,000	104,000

2. An accelerated death benefit provision shall be added to the group life insurance plan effective July 1, 2001. This provision will provide a pay out of not less than fifty percent (50%) of a Flight Attendant's basic and optional group life insurance benefit if life expectancy is six (6) months or less as certified by a doctor and as approved by the insurance company.

3. Flight Attendants may purchase optional Life and Accidental Death and Dismemberment coverage in amounts noted above. If the Company procures rates for either the present

or additional optional insurance at lesser rates than at present, the Company will charge Flight Attendants the lesser rate for optional insurance.

4. For Flight Attendants on long-term disability, medical leave of absence or Workers' Compensation, basic Group Life insurance premiums will continue to be paid by the Company for up to nine (9) months of continuous disability or after sick leave has been exhausted, whichever is later. If the Flight Attendant becomes disabled before age sixty-five (65), she/ he may make application to the insurance carrier for waiver of premium benefit after nine (9) months of continuous disability. If the application is approved, coverage is continued at no cost to the Flight Attendant for the duration of the disability, up to the earlier of retirement or the age at which LTD benefits cease to be payable under the plan, as long as the disability is certified each year and the coverage is in compliance with applicable law. If a waiver of premium application is denied, the Flight Attendant, at her/his own expense, shall be permitted to continue coverage at the Company's group rates for as long as she/he is on the Flight Attendants' System Seniority List.

5. Beginning with the month following application therefore, an eligible employee may purchase, through payroll deduction, $5,000 of Group Life insurance for her/his spouse and $2,000 for each dependent child at the best group rate the Company can obtain. Children are covered for the first six (6) months of life for $100. Thereafter, they are covered for $2,000 up to their 20th birthday. Seventy-five percent (75%) of the eligible employees must sign up for this coverage before it will become effective.

B. **Long Term Disability (LTD)**

1. The Company will provide to all Flight Attendants covered by this Agreement, who have been employed in a full-time capacity for a period of three (3) continuous months, Long Term Disability (LTD) insurance in accordance with the following benefit structure.

2. Core LTD Benefits

   a. Effective June 1, 2001, the Company shall provide core LTD benefits equal to fifty percent (50%) of the Flight Attendant's average basic monthly salary (for the purpose of LTD, average basic monthly salary shall be defined as W2 and tax deferred earnings, less imputed life, taxable domestic partner benefits, per diem, waiver of medical premiums, bonus/profit sharing, and/or any one-time, non-recurring item) earned for the twelve (12) months (exclusive of leaves) immediately prior to the date of disability (benefits not to exceed two thousand dollars ($2,000) per month) for all disabilities not covered by Workers Compensation.

   b. Company provided self-insured core LTD benefits shall be paid to an eligible disabled Flight Attendant starting with the ninety-first (91st) day after her/his last day of active employment due to disability or at the expiration of sick leave benefits,

SECTION 32: INSURANCE

whichever occurs later, and continuing until the two hundred seventieth (270th) day. Thereafter, an eligible Flight Attendant's core LTD benefit coverage will be administered by the Company's LTD insurance carrier. Receipt of core LTD benefit payments under the Company's self-insured benefit program does not necessarily guarantee that the Company's LTD insurance carrier will approve a Flight Attendant's disability application for continuation of core LTD benefits after the initial two hundred seventy (270) days of coverage.

3. Optional LTD Benefits
   Effective April 1, 2002, Flight Attendants may elect to purchase either one of the following optional LTD coverages. Optional LTD benefits are effective two hundred seventy one (271) days after the last day of active employment due to disability or at the expiration of sick leave benefits, whichever occurs later. Optional LTD benefits are administered by the Company's LTD insurance carrier. Receipt of core LTD benefit payments under the Company's self-insured benefit program does not necessarily guarantee that the Company's LTD insurance carrier will approve a Flight Attendant's disability application for payment of optional LTD benefits.

   Option 1: Sixty percent (60%) of average basic monthly salary (as defined in 32.B.2.a.) up to a maximum of three thousand dollars ($3,000) per month.

   Option 2: Sixty-six and two-thirds percent (66-2/3%) of average basic monthly salary (as defined in 32.B.2.a.) up to a maximum of three thousand five hundred dollars ($3,500) per month.

4. LTD benefit payments shall continue with the earlier of two (2) years, retirement or age sixty-five (65) (or later if required by law), or the age at which LTD benefits cease to be payable under the plan, whichever occurs first, if the Flight Attendant is unable to perform the job held at the time of disability. If the Flight Attendant is unable to perform any type of gainful employment, LTD benefit payments shall continue until the earlier of retirement or age sixty-five (65) (or later if required by law), or the age at which LTD benefits cease to be payable under the plan, whichever occurs first.

5. Core and optional LTD benefit payments will be reduced by any amount received through the Social Security program or any other government or Company provided disability payments other than payments under the Flight Attendant 401(k) Plan.

6. A Flight Attendant disabled, as defined in the Long Term Disability program, shall be provided hospital, medical, surgical, and any applicable major medical coverage for her/him and eligible dependents provided in accordance with Subsection C. below for a period of six (6) months after exhaustion of sick leave benefits. Thereafter, at her/his own expense, she/he may continue such coverage at the Company's group rates for as long as she/he is on the Flight Attendants' System Seniority List.

SECTION 32: INSURANCE

7. Flight Attendants who are disabled due to pregnancy shall have their Long Term Disability (LTD) benefits adjusted if they apply for and are authorized State/Federal Unemployment Benefits. Flight Attendants who receive LTD and unemployment benefits shall not exceed the maximum compensation provided by the LTD plan.

   Example:
   A pregnant Flight Attendant is disabled and qualifies for LTD. Her average compensation is $4,200 per month. Therefore, she is eligible for a core LTD payment of $2,000 per month (50% x $4,200, to a maximum of $2,000). If the Flight Attendant collects unemployment benefits at $200 per week, or $800 per month, she shall be eligible for not more than $1,200 from her core LTD benefits for a total combined compensation of $2,000 per month.

   LTD Option 1:
   The same Flight Attendant purchased Option 1 with a maximum buy up of $3,000 per month. Therefore, she is eligible to receive combined core and buy-up LTD benefits of $2,520 per month (60% x $4,200, to a maximum of $3,000). If the Flight Attendant collects Unemployment benefits at $200 per week, or $800 per month, she shall be eligible for $1,720 per month ($2,520 less $800) per month. A portion of the LTD benefit is taxable and a portion of the LTD benefit is non-taxable based on the Company's overall premium allocation.

   LTD Option 2:
   The same Flight Attendant purchased Option 2 with a maximum buy up of $3,500 per month. Therefore, she is eligible to receive combined core and buy-up LTD benefits of $2,800 per month (66-2/3% x $4,200, to a maximum of $3,500). If the Flight Attendant collects unemployment benefits at $200 per week, or $800 per month, she shall be eligible for $2,000 ($2,800 less $800) per month. A portion of the LTD benefit is taxable and a portion of the LTD benefit is non- taxable based on the Company's overall premium allocation.

C. **Health and Dental**

1. In the event the amount paid by a Flight Attendant, either on her/his behalf or on behalf of one or more of her/his dependents, exceeds one thousand five hundred dollars ($1,500) with respect to a calendar year covered by the medical insurance, such medical program under which the Flight Attendant is covered shall pay one hundred percent (100%) of the excess of that year's payments. This coverage shall be limited to each calendar year. Such insurance shall apply only to expenses which are covered and included as part of the medical plan.

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2. Medical

   a. The Company will offer the medical plan options as set forth below.

      (1) HMSA Preferred Provider Plan (PPP) – Hawaii and, effective January 1, 2002, California based Flight Attendants.

      (2) Kaiser Health Plan B (HMO) – Hawaii and California based Flight Attendants

      (3) Health Plus (HMO) – Flight Attendants who reside in the state of Washington only as long as, and on the same terms as, the plan is available to pilots domiciled in Washington state.

      (4) Effective January 1, 2021, these medical plans shall comply with the Affordable Care Act requirements.

   b. In order to be considered within the HMSA PPP extended network outside of the state of Hawaii, the plan must achieve a penetration level of fifty percent (50%) with respect to all hospitals and licensed doctors within a Flight Attendant's geographical area.

      (1) Until the HMSA PPP extended network is activated, Flight Attendants would continue to pay the same monthly contribution as the Flight Attendants in Hawaii pay for their HMSA PPP medical coverage.

      (2) HMSA PPP eligible charges will be determined based upon charges within the Flight Attendant's geographical area only and when available in such Flight Attendant's geographical area.

      (3) A geographical area shall be defined as the State in which the Flight Attendant's primary residence is found.

   c. For eligible and medically necessary services rendered outside the State of Hawaii, HMSA will pay benefits based on eligible charges for the same or substantially similar services rendered in the State of Hawaii.

   d. When the eligible charge for a covered service rendered outside the State of Hawaii is less than the provider's actual charge for that service, HMSA may increase the benefits to pay the average percentage of charges paid by HMSA for the same or similar services rendered in the State of Hawaii.

   e. Eligible dependents shall include spouse and Dependent children up to the age of nineteen (19) and through age twenty-four (24) if unmarried and a full-time student.

SECTION 32: INSURANCE

f. Effective July 1, 2001, the lifetime maximum Limitation under the HMSA PPP, and Health Plus shall be five million dollars ($5,000,000) per person, with an annual renewal of ten thousand dollars ($10,000) implemented on a prospective basis.

g. Effective June 1, 2005, the Company-provided health coverage will include acupuncture and chiropractic coverage if available.

h. Flight Attendant Contributions

(1) Effective January 1, 1993, Flight Attendants will make contributions by way of payroll reduction to the cost of their health care plan(s). Contributions shall be deducted on a pre-tax basis based on IRS guidelines.

(2) A Flight Attendant participating in a HMO alternative plan will pay the same monthly contribution as a Flight Attendant participating in the HMSA PPP.

(3) Flight Attendants will make the following contributions by way of payroll deduction to the cost of their health care plan(s). The monthly contribution for the 2020 plan year shall be as outlined in the Hawaiian Airlines Flight Attendant Agreement 2012-2016. Beginning January 1, 2021, the Flight Attendant monthly contributions shall be calculated as a percentage of the total monthly premium as follows:

Medical Insurance Plan Year	EE Only EE + Spouse EE + Child(ren)	EE Only EE + Spouse EE + Child(ren)	EE + Family
	Years of Service as a Flight Attendant* (0-7)	Years of Service as a Flight Attendant* (8 and above)	All Years of Service
Plan Year 2021	6%	10%	6%
Plan Year 2022	8%	11%	8%
Plan Year 2023	10%	12%	10%
Plan Year 2024 +	12%	12%	12%

*Measured as of January 1 of each year.

(4) The Company further agrees that if at any time, any other contract or non-contract employee group is not required to contribute to the premium(s) for their health plan(s), the provisions of this subsection shall drop dead, and Flight Attendant contributions shall cease concurrently with the date of the other group's cessation of premium contribution(s).

SECTION 32: INSURANCE

(5) The Company's cost and the employee's cost shall be established in advance each year by estimating the medical plans' costs for claims and expenses anticipated to be incurred for the coming year for medical benefits. The Company will meet with the Union at least one month prior to each open enrollment period to share information regarding the following year's rate development determination.

3. Medical Waiver Program

   a. Upon meeting eligibility requirements in the program a Flight Attendant who elects to waive medical plan coverage through the Company would be eligible for annual taxable payments as follows:

      (1) Five hundred dollars ($500) for single coverage.

      (2) One thousand dollars ($1,000) for a Flight Attendant with one (1) eligible dependent.

      (3) One thousand five hundred dollars ($1,500) for family coverage.

   b. Guidelines for the Medical Waiver Program will be established by the Company based on requirements of the Hawaii Prepaid Health Care Act. Effective May 1,2001, reimbursement for waiver of single coverage will apply to eligible Flight Attendants whose spouse is also an employee of Hawaiian Airlines.

4. Premium Conversion and Flexible Spending Plans

   a. All eligible Flight Attendants will be able to participate in a Health Care Expense Account which allows them to be reimbursed on a pre-tax basis for eligible medical, prescription drug, vision and dental expenses not paid for by insurance up to a maximum of five thousand dollars ($5,000) per year (subject to Internal Revenue Code limits).

   b. All eligible Flight Attendants will be able to participate in a Dependent Care Assistance Account which allows them to be reimbursed on a pre-tax basis for eligible expenses such as day care for their dependent children up to a maximum of five thousand dollars ($5,000) per year (subject to Internal Revenue Code limits).

   c. The health and dependent care flexible spending arrangements were established in accordance with Code Sections 105(b), 125 and 129.

   d. Effective January 1, 1993, the Company established a premium conversion plan (in accordance with IRS Code Section 125) which allows eligible Flight Attendants to pay for medical premium contributions on a pre-tax basis.

SECTION 32: INSURANCE

5. Drug and Vision Care
   The Company shall continue to provide the drug and vision care programs available under either Hawaii Medical Service Association, Kaiser Foundation Health Plan, or Health Plus, depending under which health plan the individual Flight Attendant is presently covered. Effective July 1, 2005, Prescription Drug Coverage provisions shall be: HMSA- $2/ Generic and $5/Brand name. (No Change to Kaiser.) The cost of the drug and vision plan will be borne by the Company. Effective July 1, 2001 vision benefit coverage for lenses, frames and contacts shall be as follows:

   a. One hundred percent (100%) of lenses for glasses

   b. Forty dollars ($40.00) for frames

   c. Forty-five dollars ($45.00) for contact lenses

   d. Eye exam- 80% coverage

6. Dental Care Plan
   The Company will provide all full-time Flight Attendants who have been employed for a period of twelve (12) months, and their eligible dependents, the Hawaii Dental Service Plan at no cost to the Flight Attendant. Part-time Flight Attendants shall be covered by this program after accruing one (1) year of seniority. In determining when the twelve (12) month service requirement has been met, each two (2) months of service as a part-time Flight Attendant will count as one (1) month of full-time service.

   a. Effective July 1, 2001, or as noted, the Company shall provide the following dental coverage as provided by the Hawaii Dental Service and Delta Dental of California for eligible Flight Attendants and their eligible dependents:

      (1) 100% of Usual Customary and Reasonable (UCR) fees for:
      Examination (once every 12 months)
      Bitewing x-rays (2 x-rays every 6 months) Other x-rays
      Prophylaxis (once every 6 months) Palliative Treatment

      (2) 70% UCR for: (75% effective January 1, 2003) Stannous Fluoride (once every 12 months through age 17)
      Restorative Dentistry Oral Surgery Endodontics Periodontics

      (3) 50% UCR for:
      Prosthodontics - Bridges, partial and full dentures Crowns and gold restorations

      (4) 60% UCR for:
      Orthodontia for dependent children with a lifetime maximum of $1,500 per case

      (5) Effective July 1, 2001, the annual dental maximum was eliminated.

SECTION 32: INSURANCE

b. The Company will provide to Flight Attendants at their own expense orthodontic coverage at least equal to that provided for dependents.

7. The Company shall continue to provide, for furloughed Flight Attendants, who have been employed by the Company for more than one hundred and eighty (180) days, the medical coverage in effect as of the date of such furlough for a period of up to sixty (60) days. Thereafter, such coverage shall be extended at the Flight Attendant's expense for as long as she/he remains on the seniority list and makes current payment of premiums as they become payable. Payment for such coverage must be received in the Employee Benefits Department by the twentieth (20th) of the month prior to the month covered.

8. Flight Attendants working part-time shall have the option of obtaining health coverage and, after accruing one (1) year of longevity, dental coverage by paying one-half (½) of the premium directly to the Employee Benefits Department by the twentieth (20th) of the month prior to the month covered. The Company shall pay one-half (½) of the premiums for Flight Attendants electing such coverage.

9. The Company will continue to extend for sixty (60) days the medical coverage to the surviving eligible dependents of a Flight Attendant who dies while in the service of the Company, as in effect as of the date of her/his death, including any improvements for as long as they maintain their dependent status. Thereafter, such group coverage shall be extended at the survivors' expense for as long as they maintain their eligible dependent status and make payments of premiums as they become payable. Payment of such coverage must be received by the Employee Benefits Department by the twentieth (20th) of the month prior to the month covered.

10. The Company shall continue to pay for medical, dental, life and AD& D insurance coverage for Flight Attendants (and their eligible dependents) who are on occupational injury/ illness leave for six (6) months after the Flight Attendant has stopped receiving compensation in any form from the Company (e.g. salary continuance, sick leave, vacation, light duty compensations). Thereafter, the Flight Attendant may continue the coverage(s) at her/his own expense under the provisions of COBRA.

11. Any medical or dental services requested by the Company shall be paid for in full by the Company.

D. **Domestic Partner Benefits**

Effective October 1, 2001, same sex domestic partners of Flight Attendants will be eligible for dependent coverage under Medical/ Dental/Dependent Life Insurance/Bereavement/FMLA/HFLL and COBRA. The Flight Attendant will be responsible for all applicable taxes. Guidelines for eligibility for Domestic Partner coverage will be established by the Company.

SECTION 32: INSURANCE

E. **Long Term Care Option**
Effective March 1, 2002, the Company will offer an Optional Long Term Care (LTC) Program at Flight Attendant expense. Flight Attendants will be given the choice of two (2) options. Features of the Program will be agreed to by the Association and the Company.

F. **Protection Provision**
Nothing herein shall be construed to reduce any benefit or coverage in effect as of the effective date of this Agreement. If the modifications described herein would otherwise result in a decreased benefit with respect to any change, expense or loss, the provisions of the coverage in force immediately prior to the execution of this Agreement shall apply.

SECTION 33: RETIREMENT

A. Establishment of Retirement Board

1. There shall be established a Retirement Board (hereinafter referred to as the "Board") hereunder for the purpose of hearing and determining all disputes which may arise out of the application, interpretation or administration of the Retirement Plan (hereinafter referred to as the "Plan") provided by the Company or with respect to the Trustee, Trustees or Insuring Companies utilized in connection therewith or concerning participation in or benefits under the Plan, and the actuarial soundness and adequacy of funding such Plan with respect to the beneficiaries covered thereby. The Board may also recommend benefits and administrative procedures to the Company which the Company may wish to provide on a voluntary basis and shall review any benefits the Company wishes to provide on a voluntary basis to the individuals covered by this Retirement Board Letter of Agreement.

2. The Board shall consist of four (4) members, two (2) of whom shall be selected by the Company and two (2) of whom shall be selected by the Association (the latter shall hereafter be referred to as the Retirement Committee). The Company shall establish its own rules for the selection of the members of the Board to be selected by it and the Association shall likewise establish its own rules for the selection of the members of the Board to be selected by it. The Company shall also select one (1) alternate member who may act for either of the two (2) members of the Board appointed by the Company in the event of inability to act of one (1) of such members, and the Association shall likewise select one (1) alternate member who may act for either of the two (2) members of the Board appointed by the Association in the event of the absence or inability to act of one (1) of such members. Either the Company or the Association may, at any time, remove a member appointed by and may select a member to fill any vacancy among the members selected by it. Both the Company and Association shall, in writing, notify each other respectively concerning such selections which shall continue until further written notice.

3. Three (3) members of the Board shall constitute a quorum for the transaction of business. At all Board meetings, Company members present shall be entitled to one (1) vote each. If at any such meeting two (2) Company members are not present, the Company member present may cast two (2) votes and if two (2) Association members are not present, the Association member present may cast two (2) votes.

4. The Board shall have the authority to appoint sub-committees from among the members of the Board to handle any problems within the jurisdiction of the Board. Such sub- committees shall report exclusively to the Board.

5. The compensation, travel and other reasonable living expenses, if any, of members of the Board selected by the Company which are incidental to the holding of such meetings and performing functions of the Board, shall be paid by the Company. The compensation, travel and other reasonable living expenses, if any, of members of the

Board selected by the Association which are incidental to the holding of such meetings and performing functions of the Board shall be paid by the Association.

6. All decisions and actions taken by the Board shall be by the affirmative vote or agreement of not less than three (3) members. Such affirmative vote or agreement shall be set forth in writing and signed by the members of the Board. All decisions of the Board shall be final and binding upon the Company, the Association and any other person having an interest in, under or derived from the Plan.

7. If the Board shall fail to agree on any matter or dispute coming before it, it shall within ten (10) days from the date of such failure to agree, designate an Impartial Referee. If the Board does not agree upon the election of an Impartial Referee within such ten (10) day period, then either the Company or the Association may apply to the National Mediation Board for the designation by the National Mediation Board of an Impartial Referee. The matter or dispute shall be submitted to the Board sitting with the Impartial Referee, who shall act as chairman during the proceedings pertaining to such matter or dispute. Such Impartial Referee shall have one (1) vote. Three (3) affirmative votes shall be required to render a decision or determination on matters coming before the Board sitting together with the Impartial Referee.

8. The compensation and expenses of the Impartial Referee and expenses incidental to the conduct of proceedings coming before the Board shall be shared equally between the Company and the Association.

9. The Board shall meet at least twice each year. Such meetings and other meetings of the Board may be called by mutual agreement of the members of the Board upon thirty (30) days notice to the other members of the Board. Such meetings shall be conducted at the Company's offices unless otherwise agreed to by the members of the Board.

B. **Powers of the Board**

The powers of the Board shall include, but not necessarily be limited to, the following:

1. The Board shall have the power and obligation to determine all disputes which may arise out of the application, interpretation or administration of the Plan or with respect to the Trustee, Trustees, Insuring Companies or Investment Advisors utilized in connection therewith, or concerning participation in or benefits under the Plan, or the actuarial soundness and adequacy of funding the Plan with respect to the beneficiaries covered thereby.

2. The Board shall have the power to affirm, reverse or otherwise modify any administrative system, form, or decision and affirm, reverse or otherwise modify any action or proposed action which gives rise to any dispute.

SECTION 33: RETIREMENT

3. The Board shall have no power to add to, subtract from, or modify any of the terms of the Plan.

4. The Board shall have the power to establish rules of procedures for the conduct of its business and of hearings before it, which rules shall not be inconsistent with the provisions of the Plan or Trust.

C. **Functions of the Board**

The rights and functions of the Board shall include, but not necessarily be limited to, the following:

1. The Board shall have the right to approve, remove or change any Trustee or Insuring Company appointed by it or the Company used in connection with the Plan.

2. The Board shall have the right to approve, remove or change the Company's appointment of any persons or firms used to provide administrative services to the Plan (hereinafter referred to as the Administrator).

3. The Board shall have the right to approve, remove or change the Company's appointment of any persons or firms who have the power to direct investment of any funds held by the Trustee, Trustees or Insuring Company (hereinafter called the Investment Advisor) in connection with any of the Plan.

4. Should the Board notify the Company that any Trustee, Insuring Company, Actuary, Administrator or Investment Advisor is unsatisfactory, the Company shall immediately notify the Trustee or Insuring Company that the authority of such Trustee, Insuring Company, Actuary, Administrator or Investment Advisor shall terminate ninety (90) days from the date the Company was notified that such individual or organization was found unsatisfactory to the Board. If the Company is unable to select a replacement satisfactory to the Board within the ninety (90) day period referred to above, the Board shall select a replacement and the Company shall notify the appropriate individual or organization of such replacement forthwith.

5. The Board shall have the right to examine all books, records, reports, regulations, policies and procedures relative to the Plan including Trustee and Insuring Company instruments, amendments, actuarial, Trustees' and Insuring Company reports for the Plan, Trust Fund accounts or accounting and any other data relating to the Plan.

6. The Board shall have the right to review the status and administration of the Plan, Trust Fund, or Insurance Contract, and in the appropriate case, make recommendations to the Company, the Association, the Trustee, Insuring Company and/or Investment Advisor. The Board shall prepare periodic reports of its functions, actions and decisions and supply the source to the Company and the Association.

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D. Duties of the Company, the Trustee and/or Insuring Company

1. The Company shall require the Trustee and/or Insuring Company to keep accurate and detailed records and accounts of all transactions affecting the funds which it holds in connection with the Plan. At least annually, a written report of the administration, operation and an accounting of such funds shall be prepared and submitted to the Board in a form satisfactory to the Board.

2. The Company shall require the Trustee and/or Insuring Company to issue a receipt to the Board for all contributions and deposits remitted by the Company pursuant to the Plan. Such receipt shall contain a description with respect to the purpose of each contribution received. Furthermore, if deposits or contributions are not received within thirty-one (31) days of the date such monies should have been remitted in accordance with the Plan or if remittances develop a pattern of recurring delinquency, the Company shall require the Trustee or Insuring Company to notify the Retirement Committee of such delinquencies automatically. The Company shall also require the Trustee or Insuring Company to report to the Retirement Committee automatically any remittance which is obviously inadequate under the provisions of the Plan. In this regard, the Trustee and/or Insuring Company shall only be responsible to detect inadequacies which would be obvious to a "reasonable man" unless the Trustee or Insuring Company has direct notice of inadequacy.

3. In order that the Board and Retirement Committee shall receive the information to which it is entitled, the Company shall deliver a copy of this Retirement Board Letter of Agreement to the Trustee and/or Insuring Company and any subsequent amendment or modification hereto.

4. The Company shall deliver a written financial report on the status of all Trusts, Trust Funds, or Insurance Policies to the Board not less than annually, in a form satisfactory to the Board.

5. The Company shall submit a description of any funding methods and actuarial assumptions used in or by the Plan to the Board for approval and no such method or assumption shall operate under the Plan unless approved by the Board in advance.

6. The Company shall deliver to the Board copies of any Internal Revenue Service determination letters initially qualifying the Plan and copies of all subsequent correspondence by and between the Internal Revenue Service, the Company and/or the Trustees relative to the tax status of the Plan or the benefits thereunder.

7. The Company shall deliver to the Board copies of fee schedules for all professional services rendered to the Plan, Trust or Insurance Policies, including, but not limited to, trustee fees, insurance commissions, actuarial fees, administrative fees, legal fees, investment counseling fees, etc.

SECTION 33: RETIREMENT

8. The Company shall deliver to the Board and to the Association at its Home Office at 501 3rd Street, N.W., Washington, D.C. 20001, copies of all Plans and trust documents and any master annuity contracts used in providing and/or funding benefits of the Plan.

9. The Company shall deliver to the Board copies of all filings in compliance with any state or federal disclosure laws or similar or related legislation.

10. Thirty (30) days prior to the printing, distribution and/or use, the Company shall furnish the Board with a copy of any booklet describing the benefits of the Plan, employee statement or any other administrative form for approval. If the form or content of any such document should prove unsatisfactory to the Board, the Company shall proceed to modify the document in a manner which will satisfy the Board. If the Company cannot provide a form satisfactory to the Board within a reasonable time, the Board shall have the right to prepare such form on its own initiative at Company expense.

11. The Company shall furnish the Board with any other information reasonably related to the Trust, Plan or Insurance Policy (or their administration) which may be requested by the Board.

12. Fifteen (15) days prior to the giving of any direction to the Trustee and/or Insuring Company, the Company shall serve upon the Board a copy of the proposed direction. In the event that within said fifteen (15) day period the Board or any agent acting on its behalf shall serve notice of objection to such direction upon the Company, the giving of such proposed direction shall be deferred and the matter will be submitted to the Board. When the matter shall have been determined by the Board, the Company shall give a direction to the Trustee or Insuring Company effectuating such determination. At the time of each direction, the Company shall certify to the Trustee or Insuring Company that the proposed direction was so served upon the Board and either that no objection thereto was made within the fifteen (15) day period or that the direction given effectuates the determination of the Board, and the Trustee or Insuring Company may conclusively rely upon such certification.

13. The Company and the Trustee and/or Insuring Company shall furnish to the members of the Board all records and material set forth above within thirty (30) days from the date on which such material may have been prepared or compiled; and in any case, annual D-2s, actuarial reports, Trustees' and Insuring Companies' reports for the Plan shall be furnished to the Retirement Committee not less frequently than once each year. The Retirement Committee may request and shall be entitled to receive additional material and data relating to the foregoing.

14. The Company shall pay all the expenses of administration and operation of the Plan unless specifically indicated to the contrary.

SECTION 33: RETIREMENT

E. **Implied Powers of the Board**
In addition to the above, the Board and Retirement Committee shall have any and all necessary powers to carry out their duties hereunder or which are reasonably implied by the provisions of the Plan, this Retirement Board Letter of Agreement, Trust Agreement or Insurance Policy.

F. **Retirement Plan (401(k))**

1. The Hawaiian Airlines, Inc. 401(k) Plan for Flight Attendants as identified by ID #9001a, 12/94 shall be annexed hereto, and made available on the Inflight website.

2. If for any reason the Plan as amended does not meet the qualification requirements of the Internal Revenue Service, the parties hereto shall promptly meet and effect such changes as may be necessary to achieve such approval. If said agreements, nevertheless, fail to be approved by the Internal Revenue Service, or the parties are unable to agree upon changes designed to secure such approval, then and in any of such events, the matters covered by this agreement shall be the subject of further negotiations between the Company and the Association in accordance with the provisions of the Railway Labor Act, as amended.

3. Commencing with the first day of the month following a Flight Attendants completion of one (1) year of service the Company (as defined under the 401(k) plan) the Company will contribute each month five percent (5%) of the Flight Attendant's compensation to the Hawaiian Airlines, Inc. 401(k) Plan for Flight Attendants (hereinafter known as the "401(k) Plan"). The Company will also contribute to the 401(k) Plan an amount equal to the amount of salary deferral contributions of each eligible Flight Attendant, provided that such Matching Contribution shall not exceed two percent (2%) of the eligible Flight Attendant's compensation, unless the Flight Attendant has more than twenty (20) years of service (as defined under the 401(k) plan) in which case such Matching Contribution shall not exceed two-and-one-half percent (2.5%) of the eligible Flight Attendant's compensation.

4. A Flight Attendant shall always be 100% vested in her/his Flight Attendant investment, salary reduction contribution, and Participating Employer Contribution accounts. A Flight Attendant shall be 100% vested in her/his Matching Contribution upon the earliest of (i) attaining age 55, (ii) incurring a disability, (iii) death, or (iv) completion of at least three years of Vesting Service.

5. Flight Attendants may elect to defer any percentage of their profit sharing amount into their 401(k) accounts. Such contributions are not subject to the Company Matching Contribution or the 5% Company Contribution referred to in paragraph 3 of this section F above.

SECTION 33: RETIREMENT

6. The Company will conduct periodic retirement education programs for Flight Attendants at all domiciles.

G. **Retirement Age**

1. "Normal Retirement Age" shall mean the first day of the month coinciding with or immediately following a Participant's 60th birthday.

2. "Early Retirement Age" shall mean the first day of any month prior to the Participant's Normal Retirement Age that coincides with or follows the Participant's 40th birthday and completion of five (5) years of Vesting Service.

3. "Early Retirement for Passes" shall mean the first day of any month prior to the Flight Attendant's "Normal Retirement Age" that coincides with or follows the Flight Attendant's 40th birthday and completion of ten (10) years of service.

H. **Retirement Travel Benefits**

A retired Flight Attendant (either early or normal), spouse and dependents of retired or deceased Flight Attendants, in accordance with Company policy, interline reciprocal agreements and federal regulations, shall be extended on-line and interline free and reduced rate transportation privileges.

I. **Retirement Entitlement List**

The Company shall furnish retiring Flight Attendants, or if deceased, their spouse and eligible dependents, a list of entitlements available under the terms and provisions of this Agreement, such as insurance, retirement benefits as well as travel privileges.

J. **Medical Retirement Travel Benefits**

A medically retired Flight Attendant, spouse and dependents shall be extended interline and on-line benefits in accordance with Company policy, interline reciprocal agreements and federal regulations.

K. **Retired Flight Attendant Benefits**

1. The Association and the Company agree that when a Flight Attendant retires at age sixty (60) or older, all unused sick leave hours that the Flight Attendant has accumulated shall be converted into extended medical premium coverage under the Company group plan(s), at no cost to the Flight Attendant, for the Flight Attendant, her/his spouse, and eligible dependents. The conversion of sick leave hours shall be as follows:

   a. All accumulated sick leave hours multiplied by the Flight Attendant's hourly rate, shall establish an account from which the cost of medical coverage (full monthly premium) shall be paid, for the retiring Flight Attendant, her/his spouse, and eligible dependents. This provision shall in no way reduce or diminish any benefit or right

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(i.e. COBRA, ERISA, etc.) to which the Flight Attendant may be entitled under the law.

b. The duration of medical insurance premium coverage shall be for no longer than twelve (12) months. At the end of the twelve (12) month period, the remainder of the account shall revert to the Company.

c. The Company shall use every means available to eliminate, if not minimize all or any taxes, for Flight Attendants participating in the program converting sick leave hours for extended medical insurance coverage, as provided above. However, should there be any Federal or State tax liability, the Flight Attendant shall incur such expense.

2. A Flight Attendant may purchase at her/his own expense health, dental, drug and vision coverage through the Company's group insurance programs for herself/himself and eligible dependents if she/he remains in service and retires on her/his normal retirement date. Upon reaching her/his 60th birthday, she/he may purchase, at rates then available to the Company, coverage available from Hawaii Medical Service Association or Kaiser Health Plan which, when coordinated with Medicare benefits, will provide her/him with a level of benefits approximating those available to active Flight Attendants.

3. Flight Attendants who retire on or after their Normal Retirement Date may, at their expense, purchase from the Company $25,000 of basic life insurance. Thereafter, once each year on the retirement anniversary date, the amount of life insurance shall be reduced by $3,000. However, in no event will such retiree life insurance be less than $10,000.

4.

a. Effective July 1, 2001, if a Flight Attendant retires between the ages of fifty-five (55) and sixty (60) with thirty (30) or more years of service, the Company will pay on-half (1/2) the cost of the medical insurance for the Flight Attendant and her/his spouse until the Flight Attendant reaches age sixty-five (65).

b. Further, if a Flight Attendant retires between the ages of sixty (60) and sixty-four (64) with thirty (30) or more years of service, the Company will pay all of the cost of the medical insurance for the Flight Attendant and her/his spouse until the Flight Attendant reaches age sixty-five (65).

5. Retiree Death Benefit
The Company will provide death benefit coverage of five thousand dollars ($5,000) for Flight Attendants who remain in the service of the Company and on the Flight Attendants' System Seniority List until on or after their normal retirement age and retire.

SECTION 34: LETTERS OF AGREEMENT

A. **Introduction**

This Agreement shall supersede and take precedence over all Agreements, Supplemental Agreements, Amendments, Letters of Agreement and similar documents between the parties to this Agreement except for the following which shall remain in effect concurrently with this Agreement:

#1	Sibling Passes	August 22, 1995
#2	Grievance Mediation	March 22, 2001
#3	Grievance Review Board	March 22, 2001
#4	AFA Grievance 46-43-02-17-99 (Zulu Time)	April 27, 2001
#5	Exhibit F from 2003 Agreement	March 10, 2003
#6	American Eagle Code Share	June 3, 2003
#7	Violation of Legal Rest Minimum	June 2, 2004
#8	Raiders Charters	November 17, 2005
#9	Critical Illness or Injury in Family Leave	July 19, 2006
#10	Printing Groupings Without Legal Rest	September 13, 2008
#11	JetBlue Codeshare Letter of Agreement	January 12, 2012
#12	SLMP Modifications Letter of Agreement	June 28, 2012
#13	2013 New Equipment Acquisition Letter of Agreement	February 7, 2013
#14	Reserves Checking Out with Crew Scheduling	April 22, 2014
#15	Boeing 787-9 New Aircraft	May 22, 2018
#16	Paycheck Reasons Codes	November 8, 2018
#17	Joint Ventures	November 21, 2019
#18	Northern California Domicile	March 17, 2020
#19	Retiree Health Reimbursement Arrangement	July 30, 2020
#20	Bonus Compensation Provisions	May 2020
#21	Fit for Duty Examinations	May 15, 2020
#22	Voluntary Early Out Program	August 5, 2020
#23	2017-2020 Contract Negotiations	August 2020
#24	Asia Language Positions	August 2020
#25	Los Angeles Domicile	November 2020
#26	Reserve Focus Groups	September 2020
#27	Commuter Policy	December, 2020

SECTION 34: LETTERS OF AGREEMENT

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VIA FAX and U.S. MAIL

Ms. Mari Day
Director of Human Resources
Hawaiian Airlines, Inc.
P.O. Box 30008
Honolulu, HI 96820-0008

August 22, 1995

RE: AFA GRIEVANCE 46-99-02-50-93 ("SIBLING PASSES")

Dear Ms. Day:

This will confirm the agreement we reached last month in settlement of the above-referenced grievance. AFA proposed, and you agreed on the following settlement terms:

1. Provided that the number of Friendship Travel Program passes remains at a minimum of six (6) per year, AFA will not pursue additional passes for siblings, as provided in Sideletter Number 13 (Pass Policy); and

2. AFA reserves the right to re-file this grievance on this issue, if the Company changes the number of passes in the Friendship Travel Program without the prior concurrence of AFA.

If the terms set forth above accurately states our agreement, please indicate by signing in the space provided below. If this settlement does not reflect your understanding of our agreement, please contact me as soon as possible.

Once we have signed an agreement, AFA will withdraw this grievance without prejudice.

Very truly yours,

/s/
Sharon Soper
MEC President

AGREED FOR HAWAIIAN AIRLINES:

/s/
MARI DAY,
DIRECTOR OF HUMAN RESOURCES

DATE: AUGUST , 1995

cc: Claudia Nihei
Martin Gusman
Brian Worth
Kai'mi Lee
Eileen Willenborg, Esq.

SECTION 34: LETTERS OF AGREEMENT

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SECTION 34: LETTERS OF AGREEMENT

LETTER OF AGREEMENT
between
HAWAIIAN AIRLINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
HAWAIIAN AIRLINES, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO

GRIEVANCE MEDIATION

THIS LETTER OF AGREEMENT (hereinafter referred to as the "Letter") is made and entered into in accordance with provisions of Title II of the Railway Labor Act, as amended, by and between HAWAIIAN AIRLINES, INC. (hereinafter referred to as the "Company") and the FLIGHT ATTENDANTS in the service of HAWAIIAN AIRLINES, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO, (hereinafter referred to as "AFA" or the "Association").

WITNESSETH:

WHEREAS, grievances arise from time to time regarding provisions of the Flight Attendants' Agreement, and

WHEREAS, grievance mediation is understood to be a creative and efficient method of dispute resolution;

NOW THEREFORE, it is mutually agreed that a voluntary grievance mediation program, as an alternative method of dispute resolution, will be established on the following basis:

A. Establishment of a Voluntary Program

1. Within thirty (30) days from the date of this letter, the parties will jointly agree upon and contact an experienced grievance Mediator, mediation firm, or mediation organization to help them to develop and utilize an interest-based-bargaining grievance mediation program. Where possible, the services of the National Mediation Board will be requested. With the advice and assistance of the Mediator, the parties will establish a timetable for the selection of cases to be mediated, the selection and training of mediation participants, and for an initial grievance mediation meeting, hereinafter referred to as a "Mediation Conference." The parties will also agree upon a location for the Mediation Conference.

SECTION 34: LETTERS OF AGREEMENT

2. Subsequent Mediation Conferences shall be scheduled on an as needed basis by mutual agreement of the parties. It is anticipated that grievances submitted for mediation would be scheduled approximately thirty (30) days after the Grievance Review Board (GRB) or, if a GRB has not been used, then thirty (30) days after the grievance has been appealed to the System Board of Adjustment.

3. Should the services of additional Mediators be needed, selections shall also be made by mutual agreement along with all necessary arrangements for such Mediation Conferences.

B. Mediation Procedures

1. If more than one (1) day is needed, Mediation Conferences will be scheduled for up to three consecutive days in a single week.

2. The Association will compile a list of grievances that it deems suitable for grievance mediation. The list may also contain a consolidated group or groups of grievances that concern identical or similar issues. Normally, this list will be submitted to the Company thirty (30) or more days prior to a scheduled mediation session. Within ten (10) days after receipt of the Association's submission, the Company may submit alternate or additional grievances for possible submission to mediation. Not later than ten (10) days after this submission, the parties will meet and confer regarding the final selection of grievances to be mediated. Only those grievances or groups of grievances jointly agreed upon by both parties will be submitted to the Mediation Conference.

3. The representatives of the parties will, no later than five (5) days prior to the scheduled date of the Mediation Conference, present the Mediator with a brief written statement (not to exceed three (3) pages) of the facts, the issue, and the arguments in support of their position. The parties will also provide copies of their statements to each other.

4. In the case of a grievance filed on behalf of an individual Flight Attendant, the grievant may attend the Mediation Conference. In the event the grievant elects not to be personally present he will provide the Association with a signed request that the Association appoint an authorized representative to act on his behalf with full authority to agree to a final and binding settlement of the case. This request will also contain the grievant's acknowledgement that he will be bound by all the terms and conditions of this Letter of

SECTION 34: LETTERS OF AGREEMENT

Agreement if his case is submitted to mediation. The Association shall use a request form for this purpose which is satisfactory to the Company. A copy of the forms presently used by the Association for this purpose is attached to this Letter as "Exhibit A."

5. In the case of consolidated grievances, group grievances, or MEC grievances, the designated Association Representative present shall represent the Association and all Flight Attendant parties to such grievances.

6. Both parties acknowledge the importance of having participants at the Mediation Conference who have complete authority to resolve the grievances. Association Representatives shall have the full authority to resolve grievances submitted to the Mediation Conference. Similarly, Company representatives will be authorized to resolve all such grievances. In addition, every effort will be made to insure that there are Association and Company Representatives present at each Mediation Conference who are knowledgeable of the subject matter pertaining to the grievances to be considered at the Conference.

7. The Company and the Association shall each appoint a principal spokesperson for each mediated case.

8. Proceedings before the Mediator will be informal in nature and the rules of evidence will not apply. The presentation of evidence, documentation, arguments, etc., will not be limited to that which was presented at the prior stages of the grievance procedure.

9. Other than a settlement document resulting from a successful mediation, no record in any form or medium of the Mediation Conference will be made. Any material that is presented to the Mediator will be returned to the party presenting that material at the termination of the Mediation Conference, and no copy will be retained by the Mediator or any other person or party.

10. The Mediator will have the authority to meet separately with either the Association or the Company in the Mediation Conference, but will not have the authority to compel the resolution of the grievance.

11. If no settlement is reached during the Mediation Conference, and only at the joint request of both parties, the Mediator will provide an immediate oral advisory decision. When rendering an oral advisory decision, the Mediator

will state the grounds for such decision. Unless accepted by both parties, this decision will not be binding.

12. The parties will write a settlement agreement to document grievances that are settled during a Mediation Conference. The parties shall mutually agree as to whether the settlement will constitute precedent, and this understanding will be included in the written settlement document.

13. If no settlement is reached during the Mediation Conference, the grievance may be heard by the System Board of Adjustment pursuant to Section 24 of the Flight Attendant Agreement.

14. The Company, the Association, and the grievant will refrain from posting, publishing or otherwise publicly disseminating information on the outcome of mediation with regard to specific cases, unless the parties have jointly agreed on the content and method of such dissemination. In the absence of such agreement, information on mediation outcomes will be disseminated only to mediation participants, grievants, other directly affected parties, Association representatives and Company employees with a need for this information.

15. In the event that a grievance, which has been the subject of a Mediation Conference, is subsequently heard before the System Board of Adjustment, the Mediator may not serve as the arbitrator. During the System Board proceeding on such a grievance, no reference will be made to the fact that the grievance was the subject of a Mediation Conference or to any statements, discussions, offers, or admissions which were made during the Conference. No written statements, documents or similar material made or used at the Mediation Conference will be referred to, offered or admitted in evidence or otherwise disclosed in any System Board, court or administrative proceeding except to the extent the party offering such would have had access or entitlement to them outside of the Mediation Conference.

16. The fees and expenses for the Mediator and conference facilities will be shared equally by the Association and the Company.

17. Nothing in this letter shall preclude the parties from agreeing to other or different methods of grievance settlement, mediation, mediation/arbitration or alternative grievance resolution.

SECTION 34: LETTERS OF AGREEMENT

This GRIEVANCE MEDIATION LETTER OF AGREEMENT shall become effective as of May 1, 2001, and shall remain in full force and effect concurrently with the Collective Bargaining Agreement between the Company and the Association effective May 1, 2001, as it may from time to time be amended, subject to the provisions of Section 34 thereof.

In WITNESS THEREOF, the parties hereto sign this GRIEVANCE MEDIATION Letter of Agreement in acknowledgment and acceptance of the terms and conditions outlined herein, signed this 22nd of March, 2001.

FOR HAWAIIAN AIRLINES, INC.	FOR THE ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO
/s/	/s/
Robert W. Zoller Executive Vice President Operations and Service	Patricia A. Friend, International President
/s/	/s/
Blaine Miyasato, Vice President, Customer Services	Sharon Soper, President HAL Master Executive Council
/s/	/s/
Bronach Cole Senior Director, Labor Relations	David Alexander Assistant Manager of Collective Bargaining

SECTION 34: LETTERS OF AGREEMENT

Exhibit A

(AFA Letterhead)

Re: (Grievance Case Number)

(Name and Address of Grievant)

Dear (Grievant's Name):

As you know, AFA and the Company have established a grievance mediation program in an effort to provide an alternative method for resolving disputes that would otherwise be handled using the grievance procedures detailed in the flight attendant contract.

The program is based upon a model developed by the Mediation Research & Education Project at Northwestern University. It has been successfully adopted by many corporations, labor unions, governmental agencies and other organizations for resolving labor grievances. Several AFA represented airlines are currently using similar programs. The method makes use of specially trained Mediators whose objective is to help both sides to a dispute identify their real interests and then to seek a mutually acceptable settlement.

Your case, (enter grievance number here), has been identified by the AFA grievance staff as one that might be very suitable for submission to the mediation program. If you agree to have your case mediated, you will need to return the attached Request for Submission to Mediation Form. If you do not return the Form, we will assume you are not interested in mediation and your case will continue to be processed in the normal manner under the grievance provisions of the flight attendant contract. If you return the form, an AFA mediation representative will contact you to provide further details about the program, and discuss scheduling your grievance for mediation.

I have enclosed a copy of the Letter of Agreement that contains the rules for the mediation program. Before deciding whether to return the enclosed form you should read this document carefully and consider several factors. First, there is no guarantee that the Company will agree to mediation of your case or that the mediation will be successful. Second, every step is voluntary and both sides must accept any settlement. Successful mediation often requires some willingness to compromise. Finally, if the mediation is unsuccessful, nothing that happens or is said in mediation may be used or referred to by either side at a subsequent grievance hearing, arbitration or other proceeding.

On the positive side, mediation offers a potentially positive outcome for both parties and, if unsuccessful, the regular grievance procedures are still open to you.

SECTION 34: LETTERS OF AGREEMENT

In contrast, regular grievance procedures are very slow when compared to mediation, often produce results which are less than satisfactory to both sides, are very expensive for AFA and, if you lose your case at arbitration, there is no further appeal. Arbitration does have the advantage of providing a structured hearing with rules applicable to both sides and always results in a final and binding resolution of the case submitted.

Please consider these factors when you make your decision. If you have further questions, please call the MEC office and we will be happy to provide answers and additional information.

Sincerely,

(MEC President or Grievance Chair signature)

SECTION 34: LETTERS OF AGREEMENT

REQUEST FOR GRIEVANCE MEDIATION

TO: Hawaiian Airlines MEC

I am the grievant in (insert grievance number here). By signing and returning this form, I request that my case be submitted for mediation as part of the Hawaiian Airlines-AFA grievance mediation program. I understand that a copy of this form shall be provided to the Company if my case is selected for mediation.

I have been provided a copy of the Letter of Agreement establishing this program. I have read it and agree that if my case is submitted to mediation, I shall be bound by all the rules of the program as set forth in the Letter. In particular, I am aware that the continued success of the program depends on all parties maintaining the confidentiality of the mediation proceedings as required by the Letter of Agreement and that I and the other participants are required to refrain from any disclosure of what is said or what occurs during mediation, except to the extent that disclosure may be permitted as part of a mutually agreed settlement of my case.

I understand that I may personally participate in the mediation of my case or that I can agree to be represented by an AFA representative.
I elect the following option:

_____ I want to personally participate in the mediation of my case.

_____ I do not want to personally participate and I request that the MEC appoint a representative to attend the mediation and act on my behalf. I understand that I will have an opportunity to discuss my case with my representative and provide him with any information or other input I wish before mediation. I also understand that I may withdraw my authorization to be represented at any time prior to the commencement of mediation. I agree that once mediation begins, I will be fully bound by any settlement reached by my representative, and that such settlement will constitute a final and complete resolution of my grievance.

Signature: _____Date: _____

Please print the following information:

Name:
_____

Address:
_____

Telephone Number:
_____

Employee Number:
_____

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LETTER OF AGREEMENT
Between
HAWAIIAN AIRLINES INC.
And the
FLIGHT ATTENDANTS
In the Service of
HAWAIIAN AIRLINES INC.
As represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS

GRIEVANCE REVIEW BOARD

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between HAWAIIAN AIRLINES INC. (hereinafter referred to as the "Company" and the ASSOCIATION OF FLIGHT ATTENDANTS (hereinafter referred to as "AFA" or the "ASSOCIATION") in its capacity as the exclusive bargaining representative of the flight attendants in the service of the Company.

WHEREAS, the Company and the Association have agreed to try a new process to handle grievances properly submitted to the System Board of Adjustment; and

WHEREAS, the parties desire to resolve grievances prior to them being heard by the Three (3)-Member System Board of Adjustment;

NOW, THEREFORE, the Company and Association agree as follows:

1. A Grievance Review Board (GRB) will be established with up to three (3) Members designated by each party. It is intended that each party will choose Members who have the authority and the technical expertise to resolve disputes submitted to the GRB.

2. The GRB will meet within thirty (30) calendar days of the grievance(s) being properly appealed to the System Board of Adjustment and prior to the selection of an arbitrator.

3. The role of the GRB will be to attempt to resolve cases prior to their being heard by the Three (3) Member System Board of Adjustment. The parties will share information with each other that will help to facilitate settlement of the dispute.

4. When the GRB considers a matter, it will have the following options:
   a. The matter will be resolved to the satisfaction of both parties (including the grievant);

   b. The matter will be referred to Grievance Mediation;

SECTION 34: LETTERS OF AGREEMENT

c. The matter will remain with the GRB if additional information is required by either party; or

d. The matter will be referred to the parties for selection of an arbitrator for the System Board of Adjustment

This GRIEVANCE REVIEW BOARD LETTER OF AGREEMENT shall become effective as of May 1, 2001, and shall remain in full force and effect concurrently with the Collective Bargaining Agreement between the Company and the Association dated May 1, 2001, as it may from time to time be amended, subject to the provisions of Section 34 thereof.

In WITNESS THEREOF, the parties hereto sign this GRIEVANCE REVIEW BOARD Letter of Agreement in acknowledgment and acceptance of the terms and conditions outlined herein, signed this 22nd day of March, 2001.

FOR HAWAIIAN AIRLINES, INC.	FOR THE ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO
/s/	/s/
Robert W. Zoller Executive Vice President Operations and Service	Patricia A. Friend, International President
/s/	/s/
Blaine Miyasato, Vice President, Customer Services	Sharon Soper, President HAL Master Executive Council
/s/	/s/
Bronach Cole Senior Director, Labor Relations	David Alexander Assistant Manager of Collective Bargaining

SECTION 34: LETTERS OF AGREEMENT

April 27, 2001

Mr. Blaine Miyasato
Vice President, Customer Service
Hawaiian Airlines
Honolulu International Airport
P.O. Box 30008
Honolulu, HI 96820-0008

RE: AFA GRIEVANCE 46-43-02-17-99 ("ZULU TIME")

Dear Mr. Miyasato:

This will confirm the agreement reached during the recent Section 6 Negotiations between the Company and AFA regarding the above referenced grievance. Because of the Company's use of Crew Track and Crew Track's limitations, AFA has agreed that, upon ratification of the tentative agreement by the Flight Attendants, this grievance will be withdrawn.

It was further agreed that if the Company acquires a different program that will be used to track FARs, and such new program has the capability of tracking FARs using local time rather than "zulu time," the Company will meet with the MEC President to determine which will be used.

Very truly yours,

Sharon Soper
MEC President

cc: Robert Glasgow
Brian Worth
Bronach Cole

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EXHIBIT F

March 10, 2003

Ms. Sharon Soper
MEC President
Association of Flight Attendants
500 University Avenue, #125
Honolulu, HI 96826

RE: Discipline Policy

Dear Ms. Soper:

This will confirm our understanding reached during the recent mid-term negotiations that the "Progressive Disciplinary Procedures for Hawaiian Airlines Flight Attendants" negotiated with the Company and dated January 16, 1992 and currently in place will remain in place and unchanged for the duration of the current Flight Attendant Agreement and throughout the statutory "Status Quo" period.

Sincerely,

Brian Worth
Director of Inflight Services
Hawaiian Airlines, Inc.

SECTION 34: LETTERS OF AGREEMENT

January 16, 1992

Ms. Sharon Soper
MEC President
2033 Nuuanu Avenue #18A
Honolulu, HI 96817

Dear Sharon:

The attachment (Appendix A) to this letter reflects the agreement reached during our discussions on the Flight Attendant Progressive Disciplinary Procedures.

If you concur with the procedures set forth in Appendix A, please sign below.

Thank you.

Yours truly,

/s/
Harish Dhami
Director
In-Flight Services

Agreed:

/s/
Sharon Soper
MEC President
Date: 1/16/92

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APPENDIX A

PROGRESSIVE DISCIPLINARY PROCEDURES
for
HAWAIIAN AIRLINES FLIGHT ATTENDANTS

General Policy:

The purpose of progressive discipline is to allow an employee who has been remiss an opportunity to improve his/her work performance. Flight Attendants shall be looked at on an individual basis. Specific factors shall be taken into consideration e.g., past record, length of service, demonstrated an improvement in problem work areas, etc. Reasonable excuses for infractions, tardiness etc., shall be accepted and not counted against a Flight Attendant. Reasonable excuses shall include delay due to weather, mechanical or circumstances beyond the control of the Flight Attendant. For example: Weather could mean a snow storm, mechanical could mean a flat tire and circumstances beyond her control could mean an accident which caused a major traffic jam which could not be detoured around. In all cases, the Spirit of Aloha shall be included with regard to progressive discipline.

Like infractions shall be grouped together. Minor and major infractions shall not be combined to accelerate discipline. The following shall serve as guidelines when it is determined that progressive discipline is warranted. Whenever possible counseling or the lesser discipline shall be administered.

I. <u>MINOR INFRACTIONS (Late Check-ins) Unexcused</u>

Any infraction in an on-going 365 day period

Late Check-in	Counseling
Late Check-in	Counseling
Late Check-in	Counseling
Late Check-in	The fourth (4th) late check-in in a 365 day period may generate a Letter of Warning.*** (See note)
Late Check-in	Once a Letter of Warning is sent, the next late check-in within 365 days may generate another letter or a 1-3 day suspension.
Late Check-in	Once a Letter of Warning is sent, the next late check-in within 365 days may generate another letter or 5-7 day suspension.

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Late Check-in	Once a Letter of Warning is sent, the next late check-in within 365 days may generate another letter or 8-10 day suspension.

At this point in the progressive disciplinary procedure the Company and Association will meet to determine if EAP intervention is warranted.

Late check-in	14 day suspension
Late check-in	30 day suspension
Late check-in	Longer suspension up to and including termination if the late check-in occurs within 365 days of the first letter generated.

Flight Attendants shall be given a four (4) minute grace period for checking in.

II. MAJOR INFRACTIONS (Missed Fights) Unexcused

1st Missed Flight	May generate counseling, an oral warning, a letter or no action
2nd Missed Flight	May generate a letter or 1-3 day suspension*** (See Note)
3rd Missed Flight	May generate a letter or a 1-7 day suspension
4th Missed Flight	14 day suspension
5th Missed Flight	May generate a letter or up to 30 day suspension
6th Missed Flight	Longer suspension up to and including termination if the missed flight incident occurs within 365 days of the first letter generated.

SECTION 34: LETTERS OF AGREEMENT

III. ***NOTE – (Clarification)

Any infraction that is 365 days old shall be erased from a Flight Attendants record as long as a Letter of Discipline (Warning) has not been issued. Once a Letter of Discipline (Warning) is issued, the Flight Attendant must go 365 days without another like infraction. When a Flight Attendant has gone 365 days without a like infraction her record shall be cleared (slate is "wiped clean') and the letter cannot be used in any disciplinary action. If a Flight Attendant commits a like infraction after she has received a Letter of Discipline but has shown improvement over a number of months, the Company should (in the Spirit of Aloha) issue a letter in lieu of the more severe discipline scheduled in the next step of progressive discipline.

SECTION 34: LETTERS OF AGREEMENT

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SECTION 34: LETTERS OF AGREEMENT

LETTER OF AGREEMENT
Between
HAWAIIAN AIRLINES, INC.
And
THE FLIGHT ATTENDANTS
In the service of
HAWAIIAN AIRLINES, INC.
As represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO

AMERICAN EAGLE AIRLINES CODE SHARING

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between HAWAIIAN AIRLINES, INC. (hereinafter referred to as the "Company") and the flight attendants in the service of the Company, as represented by the ASSOCIATION OF FLIGHT ATTENDANTS, AFL¬CIO (hereinafter referred to as the "Union").

WHEREAS, the Company has requested that the Association agree to a one-time exception to the "scope clause" provisions contained in Section l.B. and other related provisions of the Hawaiian Airlines Flight Attendants' Agreement ("the Flight Attendants' Agreement") to permit the Company and American Eagle Airlines, Inc., ("American Eagle Airlines") to enter into a Code Sharing Agreement, as that term is defined in Section 1.B.6. and related provisions of the Flight Attendants' Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. Notwithstanding anything to the contrary contained in Section l.B. of the Flight Attendants' Agreement, Hawaiian may enter into an agreement (a "Code Sharing Agreement'') with American Eagle Airlines that permits American Eagle Airlines to utilize the Company's designator code, name, brand, logo, marks or paint scheme in American Eagle Airlines operations over the routes (city pairs) within the continental United States as listed on Attachment A. If the Company wishes to expand the Code Sharing Agreement with American Eagle Airlines beyond the city pairs listed above, the Company will meet with the Association to seek the Association's express written approval to do so.

2. It is expressly understood and agreed, however, that the Company shall not permit American Eagle Airlines to utilize the Company's designator code, name brand, logo, marks or paint scheme in any American Eagle Airlines (a) within the Hawaiian Islands, (b) between the Hawaiian Islands and any other point in the Unites States, Canada or

SECTION 34: LETTERS OF AGREEMENT

Mexico, (c) between the Hawaiian Islands and any point in the South Pacific, or (d) over any market (city pair) in which Hawaiian provides service.

3. It is expressly understood and agreed, however, that the Company shall not permit American Eagle Airlines to utilize the Company's designator code, name, brand, logo, marks or paint scheme for any American Eagle Airlines flights utilizing aircraft larger (i.e. with a greater than 44 passenger seating capacity) than the RJ equipment presently operated by American Eagle.

4. The Company will promptly arrange with American Eagle Airlines to provide Hawaiian Airlines employees with discount interline pass privileges on the same basis and for the same cost as provided for American Eagle Employees on Hawaiian Airlines.

5. The Company and the Association shall meet periodically, but no less than quarterly, to review the financial and operating results of all of the Company's code sharing agreements with other carriers and to ensure that the Company is incompliance with Sections 1.B.of the Flight Attendant's Agreement. The Company shall provide the Association and the Association's economic and legal advisors, under a commercially standard confidentiality agreement if necessary, it's best available financial and operating information concerning the Company's code sharing practices with other carriers.

6. This Letter of Agreement shall be effective as of April 1, 2003 and shall remain in effect concurrently with the Flight Attendants' Agreement unless the Association provides the Company with written notice of its intent to terminate this Letter of Agreement (the “Termination Notice”) on or before April 1st in any year, in which case this Letter of Agreement shall become null and void in its entirety no later than the July 1st following the Company's receipt of the Termination Notice, without regard to whether the parties are then engaged collective bargaining negotiations under Section 6 of the Railway Labor Act, 45 U.S.C. section 156.

American Eagle
To/From LAX:

FAT
MRY
PSP
SAN
SBA
SBP

SECTION 34: LETTERS OF AGREEMENT

IN WITNESS WHEREOF the parties have signed this Letter of Agreement the 3rd day of June, 2003.

FOR THE ASSOCIATION	FOR THE COMPANY
/s/ Patricia Friend, International President	/s/ Blaine Miyasato, Vice President Customer Services
/s/ Sharon Soper, MEC President	/s/ Brian Worth, Director of Inflight Services
/s/ Diana Huihui, Negotiations Committee Chairperson	
/s/ Jacqueline Chryn-Bean, Negotiation Committee	
/s/ Mark L. Littleton Staff Negotiator	

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MEMORANDUM

June 2, 2004

To: Sharon Soper

From: Brian Worth

Cc: Louis Saint-Cyr, Ci Laboy, Brad O'handley

Re: AFA Case no. 46-99-02-47-02 –MEC – Violation of Legal Rest Minimum

The settlement the above referenced grievance is pursuant to our agreement as part of the Hawaiian Airlines Mid-term Restructuring Agreement with the Association of Flight Attendants in April of 2003

Issue: the company violated Section 7.D.2.c. (1) and Section 7.C.2.c of the collective bargaining agreement by not allowing crews 18 hours of rest prior to rescheduled flight assignments.

Settlement: The Company will administer the agreement by applying the diurnal rest parameters to trips that have been rescheduled in such a way that they qualify as diurnal trips.

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SETTLEMENT AGREEMENT

As and for a full and final settlement of AFA Grievance No. 46-99-2-01-05, the Association of Flight Attendants-CWA and Hawaiian Airlines, Inc. agree as follows:

1. Regard to, and only regard to, the charter operation involving the Oakland Raiders, the Company may schedule the report time for the return charter operation for two hours prior to the scheduled departure time. No additional pay would be required for duties performed during those two hours.

2. In the event that the Company requires a Flight Attendant to report prior to two hours before scheduled departure, the Flight Attendant will be paid and credited one minute for each minute she/he is required to report in excess of two hours prior to scheduled departure.

3. The above provisions are applicable to all Raiders charter operations subsequent to the date of this agreement.

4. For all Raiders charter operations, beginning with the 2004 Raiders season (including preseason operations, if any), until the date of this agreement, any Flight Attendant who worked a Raiders charter will be paid one hour's pay for each Raiders charter worked.

HAWAIIAN AIRLINES, INC. ASSOCIATION OF FLIGHT ATTENDANTS

By: _____ By: _____
Louis Saint-Cyr Sharon Soper
Vice President MEC President
In-Flight Services

Dated: 11.17.05

SECTION 34: LETTERS OF AGREEMENT

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SECTION 34: LETTERS OF AGREEMENT

SETTLEMENT AGREEMENT

1. This settlement agreement resolves grievances Nos. 14-05, 15-05, and 27-05.

2. The parties agree that the words "critical illness or injury" in Section 17.E.1. shall be understood to mean an illness or injury in respect of which death is a very real possibility.

3. The parties agree that there are certain instances where a flight attendant is entitled under Section 17.F. to a personal emergency leave of absence. The parties also agree that there are instances where, as a matter of discretion, a leave of absence has been granted by the Company in circumstances not required by that provision. The Company agrees that it will continue to exercise its discretion in that regard in the same manner as it has in the past.

4. The parties agree that "vacation pay and credit for time lost" in Sections 17.E.2.a. and 17.F. shall be understood to mean three hours of vacation pay and credit for each applicable day.

5. Don Munroe will have jurisdiction as expedited arbitrator to resolve any disputes that may arise between the parties about the interpretation, application or alleged violation of this settlement agreement.

DATED THE 19TH DAY OF JULY, 2006

/S/
Louis Saint-Cyr
Hawaiian Airlines, Inc.

/S/
Sharon Soper
Association of Flight Attendants

SECTION 34: LETTERS OF AGREEMENT

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SECTION 34: LETTERS OF AGREEMENT

SETTLEMENT AGREEMENT

As and for a full and final settlement of AFA Grievance No. 46-99-02-04-07. Hawaiian Airlines, Inc. and the Association of Flight Attendants – CWA agree as follows:

1. The company agrees that it will not print a flight grouping that does not have the contractually required rest away from domicile pursuant to section seven.

Hawaiian Airlines, Inc.
By:

/S/
Louis Saint-Cyr
Vice-President Inflight

The Association of Flight Attendants – CWA
By:

/S/
Sharon Soper
MEC President

SECTION 34: LETTERS OF AGREEMENT

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SECTION 34: LETTERS OF AGREEMENT

LETTER OF AGREEMENT
between
HAWAIIAN AIRLINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
HAWAIIAN AIRLINES, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

JETBLUE CODESHARE

THIS LETTER OF AGREEMENT is made and entered into in accordance with the Railway Labor Act, as amended, by and between Hawaiian Airlines, Inc., hereinafter referred to as the "Company," and the Flight Attendants in the Service of Hawaiian Airlines, Inc., as represented by the Association of Flight Attendants-CWA, AFL-CIO, hereinafter referred to as the "Association," and jointly, hereinafter referred to as the "Parties."

WHEREAS, Hawaiian Airlines, Inc. will begin scheduled service to New York, NY (JFK) in or around June, 2012; and

WHEREAS, the Company has requested that the Association agree to an exception to any scope clause provisions contained in Section 1.B. and other related provisions of the Hawaiian Airlines Flight Attendants' Agreement ("Agreement") to permit the Company and JetBlue Airlines, Inc. ("JetBlue") to enter into a Code Sharing Agreement, as that term is defined in the Agreement; and

NOW THEREFORE, the parties agree as follows:

Notwithstanding anything to the contrary contained in the Agreement, it is agreed by the Parties that the Company may enter into a Code Sharing Agreement with JetBlue to permit JetBlue to use the Company designator code in JetBlue operations over routes that terminate or originate at either JFK, or LAX.

As part of the Code Sharing Agreement with JetBlue, the Company will make every effort to expand the current Reciprocal Cabin Seat Agreement with JetBlue to include international destinations.

SECTION 34: LETTERS OF AGREEMENT

In the event the Company wishes to expand the Code Sharing Agreement with JetBlue to flights that do not terminate or originate at either JFK or LAX, the Company will meet with the Association to seek the Association's express written approval to do so.

After six (6) months of operating the JetBlue Code Share, the Company shall meet with the Association, at the Association's request, no less than quarterly to review the financial and operating results of the Code Sharing Agreement. The Company shall provide the Association, under a commercially standard confidentiality agreement if necessary, its best available financial and operating information concerning the Code Sharing Agreement.

This Letter of Agreement shall be effective as of the date of signing below and shall remain in effect concurrently with the Agreement until the earlier of the following: a. JetBlue is merged with or acquired by another air carrier; b. JetBlue begins operating its own flights to/from the Hawaiian Islands; c. the Company determines to end the Code Sharing Agreement with JetBlue; or d. the Association provides the Company with written notice of its intent to terminate this LOA on or before January 1 in any year, in which case this LOA shall become null and void in its entirety no later than the December 31st following the January 1st the Company received notice of the termination, without regard to whether the Parties are then engaged in collective bargaining negotiations under Section 6 of the Railway Labor Act, 45 U.S.C. section 156.

IN WITNESS WHEREOF the parties have signed this JETBLUE CODESHARE letter of agreement this 12th day of January**,** 2012.

FOR HAWAIIAN AIRLINES, INC.

Louis Saint-Cyr,
Vice President of Inflight Services

Karen Berry,
Vice President, Labor and Employee Relations

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

Veda Shook,
International President

Sharon Soper,
MEC President

SECTION 34: LETTERS OF AGREEMENT

Diana Huihui,
Negotiating Committee Chair

Scott Akau
Negotiating Committee

Ka'imi Lee
Negotiating Committee

Mark L. Littleton,
Senior Staff Negotiator

SECTION 34: LETTERS OF AGREEMENT

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SECTION 34: LETTERS OF AGREEMENT

LETTER OF AGREEMENT
Between
HAWAIIAN AIRLINES, INC.
And
THE FLIGHT ATTENDANTS
In the service of
HAWAIIAN AIRLINES, INC.
As represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

SLMP MODIFICATIONS

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between HAWAIIAN AIRLINES, INC. (hereinafter referred to as the "Company") and the flight attendants in the service of the Company, as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS in 2011 the State of Hawaii passed legislation that impact employees' use available sick leave; and

WHEREAS the Company would like to introduce a non-disciplinary Sick Leave Monitoring Program (SLMP) that is consistent with the State Law in Hawaii;

NOW THEREFORE the parties agree the language herein supplements the existing language in the CBA as follows:

A. Honolulu-based Flight Attendants that have available sick leave will progress on the following non-disciplinary steps in place of the steps outlined in Section 19.R of the Collective Bargaining Agreement (CBA):

    1. Step 1 Six (6) occurrences in a rolling 365-day period, the Flight Attendant will be required to contact her/his supervisor and schedule a meeting.

    2. Step 2 Six (6) occurrences in the next 365 days, the Flight Attendant will be required to contact her/his senior manager and schedule a meeting.

    3. Step 3 Six (6) occurrences in the next 365 days, the Flight Attendant will be required to meet with her/his department head.

SECTION 34: LETTERS OF AGREEMENT

4. Step 4 Six (6) occurrences in the next 365 days, the Flight Attendant will be required to meet with her/his Vice President.

B. Honolulu Flight Attendants who do not have available sick leave will continue to be monitored and progress as the Sick Leave Monitor Program states in Section 19.R of the CBA.

C. The intent of the parties is to create a parallel track for sick leave monitoring: Employees with sick leave will be monitored pursuant to the steps herein; Employees with a zero sick leave balance at the time the sick call absence is initiated will be monitored pursuant to the steps outlined in Section 19.R. Example: An employee using sick leave who is placed on a non-disciplinary step and subsequently incurs an unpaid absence, due to a zero sick leave balance, will be placed and progress as outlined in Section 19.R of the CBA. It is understood that an employee may be placed in both monitoring tracks; placement is dependent upon availability of sick leave at the time the absence is initiated; it is further understood that an employee can be in different steps of each program resulting from the employees sick leave balance at the time individual absences occur.

D. Human Resources will determine an employee's "sick leave" status. Determination of "sick leave" status will depend on whether an employee has available (paid) sick leave, or whether and employee does not have available (unpaid) sick leave. An employee's "sick leave" status on the first day of absence will determine which path (paid or unpaid) will be followed in managing the employee's absence.

SECTION 34: LETTERS OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have signed this SLMP MODIFICATION LETTER OF AGREEMENT as of this 28th day of June, 2012.

FOR HAWAIIAN AIRLINES, INC.

Karen Berry
Vice President Employee and Labor Relations

Tani-Kaye Sorensen
Manager Wellness and Productivity

Kalani Sloat
Senior Contract Administrator Flight and Inflight

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

Veda Shook
International President

Sharon Soper
MEC President

Jay Trumble
Senior Staff Attorney

SECTION 34: LETTERS OF AGREEMENT

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SECTION 34: LETTERS OF AGREEMENT

LETTER OF AGREEMENT

between

HAWAIIAN AIRLINES, INC.

and

THE FLIGHT ATTENDANTS

in the service of

HAWAIIAN AIRLINES, INC.

as represented by

THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

2013 NEW EQUIPMENT ACQUISITION

THIS LETTER OF AGREEMENT (LOA) is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between HAWAIIAN AIRLINES, INC. (hereinafter referred to as the "Company"), and the FLIGHT ATTENDANTS in the service of HAWAIIAN AIRLINES, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Company has indicated its intention to enter into an equipment acquisition agreement with either Boeing or Airbus to acquire new narrow body aircraft not anticipated in Section 27.C of the Collective Bargaining Agreement (CBA), and;

WHEREAS, AFA-CWA seeks to encourage and facilitate continued expansion of both the company and the flight attendant work group:

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

A. Aircraft Type

The terms "A320" and "B737" are incorporated into the Contract

The terms "A320" to include all models of A319, A320, A321 and "B737" to include all models of -700, -800, -900.

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B. Staffing:

1. Interisland:

   A-319; B-737-700: 3 Positions

   A-320, A-321, B-737-800, B-737-900: 4 Positions

   It is understood and agreed that the passenger seats/FA ratio for Interisland Flying shall be no greater than 50/1.

2. International:

   A-320, A-321, B-737-800, B-737-900: 5 Positions Standard, 6 Augmented.

   It is further understood and agreed that maximum seating per aircraft will not exceed 190.

C. Duty/Rest/Reserve Requirements:

1. Section 2.AK changed to read:

   2.AK "Reposition" means operation of DC-10/B767-300/B737/A320 aircraft in revenue service inter-island in order to position such aircraft to a neighbor island station (Hilo, Kona, Kahului, Lihue) for departure to a destination outside the Hawaiian Islands and to position such aircraft to Honolulu from a neighbor island station after arrival from a destination outside the Hawaiian Islands. There shall be no in-flight service on a wide-body repositioning flight segment.

2. New Section 7.AB to read (no change to 7.AA):

   7.AB. <u>B737/A320 International Groupings With Repositioning Segments</u>

   1. Must be part of a published international grouping limited to a maximum of one interisland segment and duty periods limited to no more than twelve (12) hours scheduled and fourteen (14) hours actual on duty.

   2. No interisland segment(s) will be flown after a "Backside of the Clock" segment or any segment requiring customs clearance unless customs pre clearance procedures apply.

   3. If an international grouping originates with an Interisland segment, check-in will be one hour and fifteen minutes (1:15) prior to departure.

SECTION 34: LETTERS OF AGREEMENT

4. Interisland segments flown as part of International groupings will be staffed at the standard International staffing levels.

5. Only reserves on the international groupings or standby or airport reserves may be used to cover an equipment substitution on such interisland segments.

6. On interisland repositioning legs the only service in the main cabin shall be prepackaged POG service.

3. 7.C.2 shall be amended to incorporate the A-320 and/or B-737 into the standard and augmented crew charts. (See addendums A & B)

4. New 7.F.2.a.3:

   (3) Whenever a Flight Attendant on a narrow-body International grouping which includes an interisland segment exceeds twelve (12) hours on duty under the provisions of this Section, she/he shall be paid one (1) hour pay but not credit, for every hour or fraction thereof, in excess of twelve (12) hours on duty time, in addition to all other compensation to which she/he is entitled.

D. Compensation:

A-319, B-737-700, A-320, B-737-800, A-321, B-737-900 series aircraft shall be paid at current and future Hawaiian Airlines Flight Attendant Pay Rates.

Introduction into revenue service of any aircraft type listed above will trigger the following amendments to compensation premiums as follows:

1. First Flight Attendant Premium: Interisland: All new A/C : $3.00

   International: A-320, B-737-800, A-321, B-737-900: $5.00

2. Galley Premium:

   Narrow-body International Galley: $1.50

3. Lead Coach Premium:

   Narrow-body International Lead Coach: $1.50

4. Meal Pay shall be paid at the international rate for the entire grouping that includes one international segment.

SECTION 34: LETTERS OF AGREEMENT

E. Check-in Time:

When Flight Attendants are scheduled or assigned an Interisland pairing operated entirely on B-737-900 / A-321 aircraft, the check-in time for that pairing shall be fifty minutes (0:50) prior to departure.

If an International grouping originates with an Interisland segment, check-in will be one hour and fifteen minutes (1:15) prior to departure.

F. Effective Date:

This LOA is contingent upon successful consummation of purchase/lease agreement(s) between the Company and the manufacturer and/or lessor of the aircraft covered by this agreement.

Except as otherwise specified, this LOA shall be effective as of the date of ratification and shall remain in effect concurrently with the Flight Attendant Agreement.

Any provision of the Flight Attendant Agreement not specifically altered by this LOA remains in full force and effect.

G. Miscellaneous:

1. Known Crew Member: Notwithstanding the duration provisions of this agreement, all expenses for the implementation and continuation of the Known Crew Member Program will be borne by the Company.

2. International Crew Rest Seats: Per current CBA- crew rest seats will be "Z" blocked for the exclusive use of Flight Attendants in an adjacent row of three at the back of the aircraft. Augmented flights will have a minimum of three (3) seats hard blocked in addition to the "Z" blocked seats. Such seats shall be provided with privacy curtains. On the A-320/B-737, such seats will have a normal recline.

3. Service: Aircraft covered above to be included in Section 29.1.3: The staffing levels in the tables in Section 7.C and 27.H for additional aircraft are subject to the AFA's agreement on the Inflight Service for such aircraft, which shall not be unreasonably withheld.

4. Aircraft Design Committee: The Company shall meet and confer with AFA Aircraft Design Committee members to discuss the parties' mutual interests and concerns on the new aircraft interior design specifications and to allow the Association to review and comment on the proposed interior configuration and specifications, with the Company retaining the sole right to make a final decision.

SECTION 34: LETTERS OF AGREEMENT

5. No Furlough: No Flight Attendant on the seniority list as of the date of ratification of the LOA will be furloughed as a result of the acquisition of New Narrow-Body Aircraft. The acquisition of New Narrow-body Aircraft will not by itself be sufficient to demonstrate causation.

6. Cabin Jumpseats: There will be no weight and balance restriction for jumpseats on New Narrow-body Aircraft operating interisland. Flight Attendant access to available cabin jumpseats on interisland flights operated by A-320/B-737 aircraft shall be consistent with LOA #10, "Interisland Jumpseat Procedure;" by including occupied jumpseats in the load planning for a flight. In the event weight and balance restrictions limit an International flight operated by A-320/B-737 aircraft such that not all cockpit and cabin jumpseats may be occupied, Flight Attendant seniority date will be the date used for Flight Attendants to determine priority, compared to HA Pilots, for being accommodated. There will be at least two (2) more cabin jumpseats than the number of the Standard Crew onboard A-321 aircraft; for all other aircraft introduced by this Agreement, there will be at least one (1) more cabin jumpseat than the number of the Standard Crew and one (1) additional jumpseat should the Company deem it feasible to have such additional jumpseat installed.

7. Equipment Substitution: If a trip on a Narrow-Body aircraft is up-gauged to a larger aircraft, the First Flight Attendant will retain her/his position, or have the right to opt out of the First Flight Attendant position with no premium pay protection. The Flight Attendant may be required to fly as First Flight Attendant only by virtue of her/his seniority.

8. Section 27.AE of the Agreement shall be amended to read:

   AE. <u>SEPARATE OPERATIONS (Interisland and International)</u>

   As long as the Company performs Interisland and International revenue flying, the Company shall maintain two separate operations [Interisland (flights within the Hawaiian Islands) and International (flights to and from destinations outside of the Hawaiian Islands)] and they shall be operated separately, except that International Flight Attendants may be used Interisland on a limited basis for repositioning segments in accordance with Section 2.AK., Section 7.AA and Section 7.AB. The work rules contained in this Agreement shall apply to both operations unless the language references a specific operation, in which case, that provision shall apply only to the indicated operation.

9. Section D.4. of the Bonus Compensation Provision LOA contained in Section 34-9 of the CBA, shall be amended to read as follows:

SECTION 34: LETTERS OF AGREEMENT

Participation in the Profit Bonus Program and the Incentive Compensation Program shall start as of January 1, 2012.

10. Reimbursement of Negotiating Expense: The Company shall reimburse the Association for all expenses, including flight pay loss, incurred for the negotiation and membership ratification of this LOA. Such reimbursement will be made within sixty (60) days of receipt of the expenses from the Association, notwithstanding the duration provisions of the agreement.

IN WITNESS THEREOF, the undersigned parties adopt and execute this letter of agreement as of this 1st day of February, 2013.

For: The Association of Flight Attendants-CWA.

Veda Shook
International President
Association of Flight Attendants

Sharon Soper
MEC President

Diana Huihui
Negotiating Committee Chairperson

Scott Akau
Negotiating Committee

Ka'imi Lee
Negotiating Committee

Jay Trumble
Senior Staff Attorney/Negotiator

For Hawaiian Airlines, Inc.

Charlie Nardello
Senior Vice President, Operations

Karen Berry
Vice President Labor and Employee Relations

SECTION 34: LETTERS OF AGREEMENT

STANDARD CREWS

Aircraft	Classes of Service	Number of FAs	Scheduled, Rescheduled or Reassigned	Maximum Actual On-Duty
A-320 B-737	1/2	5	14	16
A320 B-737 w/Interisland Segment	1/2	5	12	14

AUGMENTED CREWS

Aircraft	Classes of Service	Number of FAs	Scheduled, Rescheduled or Reassigned	Maximum Actual On-Duty
A320 B-737 w/o Interisland Segment	1/2	6	16	18

SECTION 34: LETTERS OF AGREEMENT

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SECTION 34: LETTERS OF AGREEMENT

LETTER OF AGREEMENT

BETWEEN

HAWAIIAN AIRLINES, INC.

And

FLIGHT ATTENDANTS

In the Service of

HAWAIIAN AIRLINES, INC.

As Represented By The

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

RESERVE FLIGHT ATTENDANTS - SECTION 8.H.
(Checking Out with Crew Scheduling At the End of Their Duty Period)

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between HAWAIIAN AIRLINES, INC., hereinafter referred to as "the Company" and the FLIGHT ATTENDANTS in the service of HAWAIIAN AIRLINES, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, hereinafter referred to as "the Association", and jointly hereinafter referred to as "the Parties".

WHEREAS, Section 8.H. of the Collective Bargaining Agreement, hereinafter referred to as "the CBA", states "Reserve Flight Attendants shall check out with Crew Scheduling at the end of their duty period."; and

WHEREAS, the current practice requires Reserve Flight Attendants to check out with Crew Scheduling from the Flight Attendant Lounge; and

WHEREAS, the Association filed grievance AFA 46-43-02-06-14 – Requiring Reserve Flight Attendants to Check out from the Flight Attendant Lounge; and

WHEREAS, the Company and the Association are both interested in amicably resolving all issues related to grievance AFA 46-43-02-06-14; and

THEREFORE BE IT RESOLVED that the Company and the Association v9luntarily enter into this LETTER OF AGREEMENT upon the following terms:

1. The Company will, after consultation with the Association, implement a trial period wherein Reserve Flight Attendants may check out with Crew Scheduling at the end of their duty period prior to leaving any Hawaiian Airlines areas of the terminal building.

    a. Reserve Flight Attendants will first be required to check their messages before checking out.

b. Reserve Flight Attendants may continue to check out with Crew Scheduling from the Flight Attendant Lounge.

2. Reserve Flight Attendants scheduled to deadhead after a flight segment must continue to obtain permission to check-out and not deadhead prior to leaving Hawaiian Airlines areas of the terminal building at destinations other than HNL. (Ex: FA scheduled to work OAK-OGG, then DH to HNL, and wants to remain in OGG must obtain prior permission from Crew Scheduling to do so.)

3. At the conclusion of the trial period the Company will evaluate its effectiveness and efficiency, and will determine whether to continue or discontinue the Reserve Flight Attendant check-out procedure. If the Company decides to continue the new check-out procedure, the Company may at its discretion, terminate the check-out procedure for and revert back to the current practice of requiring Flight Attendants to check out from the Flight Attendant Lounge.

IN WITNESS WHEREOF the Parties hereto agree that this LEITER OF AGREEMENT contains the entire agreement between the parties, that each has read the terms of the agreement, that each fully understand its provisions, that each executes this agreement voluntarily, that each agree that this remain in full force and effect on this 22th day of April, 2014.

For HAWAIIAN AIRLINES, INC.:

/S/
Robin Sparling, Vice President
In-Flight

For AFA-CWA:

/S/
Veda Shook
International President

/S/
Sharon Soper, President
Master Executive Council

/S/
Scott Akau
HNL LEC President

/S/
Jay Trumble
Staff Attorney

SECTION 34: LETTERS OF AGREEMENT

LETTER OF AGREEMENT

between

HAWAIIAN AIRLINES, INC.

and

THE FLIGHT ATTENDANTS

in the service of

HAWAIIAN AIRLINES, INC.

as represented by

THE ASSOCIATION OF FLIGHT ATTENDANTS−CWA, AFL-CIO

BOEING 787-9 NEW AIRCRAFT

THIS LETTER OF AGREEMENT is made and entered into in accordance with the Railway Labor Act, as amended, by and between Hawaiian Airlines, Inc., hereinafter referred to as the "Company," and the Flight Attendants in the Service of Hawaiian Airlines, Inc., as represented by the Association of Flight Attendants−CWA, AFL-CIO, hereinafter referred to as the "Association," and jointly, hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, the Company has notified the Association of its intent to acquire new Boeing 787-9 aircraft ("New Aircraft"); and

WHEREAS, Section 27.C. of the Hawaiian Airlines Flight Attendant Agreement ("Agreement") requires the Parties to negotiate wages, rules and working conditions relative to such New Aircraft; and

WHEREAS, the Parties recognize the mutual benefits of such fleet improvements for both the Company and for the Flight Attendants of Hawaiian Airlines

NOW, THEREFORE, the Parties agree as follows:

SECTION 34: LETTERS OF AGREEMENT

A. Crew Complement

1. The table in section 7.C.2.b. shall be amended to read as follows:

STANDARD CREWS

Aircraft	Classes Of Service	Number of F/A	Scheduled, Rescheduled Or Reassigned	Maximum Actual On-Duty
DC-10	1	9	14	16
DC-10	2	10	14	16
DC-10 (305 seats or more)	1	9	14	16
DC-10 (305 seats or more)	2	11	14	16
767-300	1/2	8	14	16
767-300 ER Flight	1/2	9	14	16
A330-200	1/2	8	14	16
A330-200 ER Flight	1/2	9*	14	16
A350-800	1/2	10	14	16
A350-800 ER Flight	1/2	11	14	16
787-9	1/2	10	14	16
787-9 ER Flight (315 seats or less)	1/2	10*	14	16
787-9 ER Flight (More than 315 seats)	1/2	11	14	16

*Crew-to-load at 80%, TA provision

SECTION 34: LETTERS OF AGREEMENT

b. The table in Section 7.C.2.d. shall be amended to read as follows:

AUGMENTED CREW

Aircraft	Classes Of Service	Number of F/A	Scheduled, Rescheduled Or Reassigned	Maximum Actual On-Duty
DC-10	1	10	16	18
DC-10	1	11	17	19
DC-10	2	11	16	18
DC-10	2	12	17	19
DC-10 (305 seats or more)	1	10	16	18
DC-10 (305 seats or more)	1	11	17	19
DC-10 (305 seats or more)	2	12	16	18
DC-10 (305 seats or more)	2	13	17	19
767-300	1/2	9	16	18
767-300	1/2	10	17	19
767-300 ER Flight	1/2	10	16	18
767-300 ER Flight	1/2	11	17	19
A330-200	1/2	9	16	18
A330-200	1/2	10	17	19
A330-200 ER Flight	1/2	10*	16	18
A330-200 ER Flight	1/2	11*	17	19
A350-800	1/2	11	16	18
A350-800	1/2	12	17	19
A350-800 ER Flight	1/2	12	16	18
A350-800 ER Flight	1/2	13	17	19
787-9	1/2	11	16	18
787-9	1/2	12	17	19
787-9 ER Flight	1/2	12	16	18
787-9 ER Flight	1/2	13	17	19

*Crew-to-load at 80%, TA provision

3. North America 787-9 One-Way Staffing Carve Out:

   a. The "North American 787-9 One-Way Staffing Carve Out" provisions shall apply to flights satisfying all of the below criteria:

      i. Flights must be between Hawaii and North America destinations
      ii. Duty period shall only contain a single flight segment fewer than seven (7) hours.
      iii. Shall not apply to augmented duty periods.

b. For flights meeting the criteria in 3.a., above, the below staffing chart shall apply:

Aircraft	Classes Of Service	Number of F/A	Scheduled, Rescheduled Or Reassigned	Maximum Actual On-Duty
787-9 (320 seats or less)	1/2	9†	14	16
787-9 (more than 320 seats)	1/2	10	14	16

†Increased by one (1) for groupings constructed for the bid months of February, March, April, September, October, and November

4. Staffing for Turns Originating out of the LAX Domicile on the A330-200 (effective with the September 2018 bid month).

   a. Turns will be staffed with one (1) additional Flight Attendant (from 8 to 9) for groupings constructed for the bid months of February, March, April, September, October, and November

B. Jumpseats

1. 787-9 aircraft shall be provisioned with a minimum of twelve (12) cabin jumpseats.

2. There shall be no weight and balance restriction for jumpseats on 787-9 operating interisland. Flight Attendant access to available cabin jumpseats on interisland flights operated by 787 aircraft shall be consistent with LOA #10, "Interisland Jumpseat Procedure;" by including occupied jumpseats in the load planning for a flight. In the event weight and balance restrictions limit an International flight operated by 787 aircraft such that not all cockpit and cabin jumpseats may be occupied, Flight Attendant seniority date shall be the date used for Flight Attendants to determine priority, compared to HA Pilots, for being accommodated.

C. Crew Rest Facilities and Breaks

1. Lie-Flat Crew Bunks in 787-9 Aircraft

   a. Flight Attendants shall have access to lie-flat crew rest facilities, the Overhead Flight Attendant Rest (OFAR), on 787-9 Flights. The 787-9 OFAR shall be equipped with six (6) crew bunks, for the exclusive use of Flight Attendants. A prepackaged bedding packet shall be provided for each Flight Attendant of the crew complement for ER, extended duty, and augmented flights. The bedding packet shall include one (1) twin-sized cloth sheet, one (1) twin-size blanket of suitable heft, one (1) standard-sized pillow and case, or two (2) First Class pillows.

   b. Per Section 7.D.2.f.(18), crew-bunk rest facilities, whenever present, shall be accessible to Flight Attendants working the flight. Additionally, deadheading Flight Attendants may access the crew rest facilities in Flight Attendant Seniority order so long as doing so does not interfere with access by working Flight Attendants.

SECTION 34: LETTERS OF AGREEMENT

c. Per Section 7.D.2.f.(19) Pass-riding Flight Attendants on the Flight Attendant System Seniority List may use the crew bunks in Flight Attendant seniority order, after all deadheading Flight Attendants have been accommodated in the six (6) bunks reserved for the exclusive use of Flight Attendants in the OFAR. Notification must be given to the First Flight Attendant, who in turn shall notify the pilot in command**.**

d. Notwithstanding C.1.a.-c., above, in the event that the pilot crew rest bunk module, the Overhead Flight Crew Rest (OFCR), is inoperative on an augmented pilot crew flight, and there are no other lie-flat accommodations meeting the Class II standards for in-flight pilot crew rest, and pilot rest is required, the following shall apply:

i. Working pilots shall be allowed to occupy one (1) bunk for a three (3) pilot crew or two (2) bunks for a four (4) pilot crew in order to return the aircraft to domicile.

ii. Working pilot use of the OFAR when the OFCR is inoperable shall be limited to one (1) flight segment.

iii. If the time of discovery of the maintenance item causing the deferral of the OFCR is within ninety (90) minutes of scheduled departure, the one (1) flight segment restriction in C.1.d.ii., above, may be extended for one (1) additional flight segment.

2. In the event that crew rest bunk facilities in the OFAR are not serviceable for 787-9 flights:

a. For flights regularly scheduled for eight (8) or more hours block-to-block, flights within ER groupings, "diurnal turns" scheduled for eight (8) or more hours cumulative flight time block-to-block, and/or duty periods in excess of fourteen (14) hours, Flight Attendants shall be provided the last three (3) middle rows of the aircraft for crew rest to a minimum of nine (9) seats. The last two (2) middle rows of the aircraft shall be curtained off to a minimum of six (6) seats. The inside seats of those rows shall have retractable armrests.

b. The rest seats above shall be in addition to two (2) z-blocked crew rest seat rows (*provisions of 7.D.2.f.(1) apply,*).

3. Crew resting station. Modify 7.D.2.f.(1)

Rest On Board the Aircraft – International

a. The Company shall block passenger seats for the exclusive use of the Flight Attendants as a primary rest station. Such crew rest seats shall be the last one (1) center row on all International aircraft, shall be contiguous if more than one (1) seat is available, shall have normal recline, shall be curtained off, and shall be marked or designated for Flight Attendant use on a "last sold/assigned" basis (Z blocked).

SECTION 34: LETTERS OF AGREEMENT

b. In addition, the Company shall block the one (1) last row of passenger seats on aircraft left (AB on the A330-200, ABC on the 787-9) for the exclusive use of the Flight Attendants as a secondary rest station. Such crew rest seats shall be contiguous if more than one (1) seat is available, shall have normal recline, and shall be marked or designated for Flight Attendant use on a "last sold/assigned" basis (Z blocked).

c. In the event that Z blocked seats need to be assigned to passengers, all secondary seats shall be assigned before any primary seats are assigned.

4. Crew Bunks.
7.D.2.f.(13) modified to state "rest facilities shall receive a deep cleaning on the same schedule as the aircraft cabin; however, such cleaning shall occur no less frequently than once every two months. Regular cleanings shall also occur on the same schedule as the cleaning of the aircraft cabin.

5. Crew Rest Onboard the Aircraft on Flights of Seven (7) Hours or More

[*7.D.2.f.(14) amended as follows:]*

(14) For flights scheduled for seven (7) or more block hours, breaks shall be established for either two (2) or three (3) periods depending on the length of the flight, size of the crew complement and the number of bunks.

(a). For flights staffed with ten (10) or more Fight Attendants, Flight Attendants may schedule their breaks such that there are five (5) Flight Attendants in the cabin who are not on break. However, the number of Flight Attendants in the cabin may be reduced to four (4) during a maximum continuous period of ninety (90) minutes during the flight, due to overlapping crew rest breaks.

(b). For flights staffed with nine (9) Flight Attendants, Flight Attendants may schedule their breaks such that there are five (5) Flight Attendants in the cabin who are not on break. However, the number of Flight Attendants in the cabin may be reduced to four (4) during a period not to exceed two hours.

(c). If any regulatory change is made that would affect these provisions, the company and the Association shall meet and agree on how to implement the change.

D. <u>General</u>

1. New Aircraft language. Insert 787-9 into 27.C.1. and 27.C.2

2. Service Issues The parties shall negotiate and agree on inflight service requirements on the 787-9 aircraft subject to AFA's agreement which shall not be unreasonably withheld. 27.C.4/29.I.4.

SECTION 34: LETTERS OF AGREEMENT

3. Modify 27.AC Crew Baggage
   The Company shall arrange to have crew checked baggage loaded last and off loaded first (along with the first class baggage). The Company shall provide Hawaiian Airlines crew identification tags, unless crew designated baggage is issued, which shall be prominently displayed on all checked baggage. New A330/A350/787-9 aircraft shall be provisioned with locked stowage facilities sufficient in size to accommodate two (2) pieces of Company-approved carry-on luggage/baggage for each working crewmember.

4. Aircraft Design Committee:
   The Company shall meet and confer with AFA Aircraft Design Committee members to discuss the parties' mutual interests and concerns on the new 787-9 aircraft interior design specifications and to allow the Association to review and comment on the proposed interior configuration and specifications, with the Company retaining the sole right to make a final decision.

E. <u>Compensation</u>: below premiums effective for 787-9, effective with a/c being put in service

1. Compensation (787-9 Aircraft)
   a. Premiums :
      i. First Flight Attendant (FFA) 3.C.1.
         1. FFA: $6.25 (discuss and agree on duties)
         2. ER/ED* FFA: $7.25 (discuss and agree on duties)

      *add new definition in 2.BB: Extended Duty

      ii. Galley Pay 3.C.2. $2.50
      iii. Coach Lead Flight Attendant 3.C.2.(a.) $2.50
   b. Understaffing 3.F. (on 787-9) $10.50

2. Signing Bonus at date of ratification:

   3% of 2018 projected Flight Attendant Payroll to be apportioned at AFA direction to be paid upon tentative agreement ratification.

F. <u>Legal and Expenses</u>

1. The Company shall reimburse the Association for all expenses, including Flight Pay Loss, incurred for the negotiation of this Letter of Agreement. Such reimbursement shall be made within sixty (60) days of receipt of the expenses from the Association.

2. This LOA is contingent upon successful consummation of purchase/lease agreement(s) between the Company and the manufacturer and/or lessor of the aircraft covered by this agreement.

3. Except as otherwise specified, this Letter of Agreement shall be effective as of the date of ratification and shall remain in effect concurrently with the Flight Attendant Agreement.
4. Any provision of the Flight Attendant Agreement not specifically altered by this Letter of Agreement remains in full force and effect

SECTION 34: LETTERS OF AGREEMENT

G. Inflight Crew Meals

1. AFA and the Company acknowledge that the crew meals provided to Flight Attendants should be improved in content, variety, quality, and be appropriate for the time of day.
2. AFA and the Company shall form a working group which shall report regularly to the Vice President, In-Flight Services. The working group shall hold regular meetings, at least monthly, until a final resolution is reached to improve the Flight Attendant crew meals.
   a. Two (2) AFA representatives and at least two (2) company representatives, including the Sr. Director of In-Flight Planning and the Sr. Manager of Catering, shall attend all meetings.
   b. The company shall absorb the cost of the AFA representatives' flight pay loss in addition to any other flight pay loss allotment provided.
3. It is acknowledged that the improvement to the Flight Attendant crew meals shall involve an increase in cost. Any resolution reached in paragraph 2, above, shall result in an increased cost of up to $550,000 annually. The quality of meals shall not be impacted by the addition of headcount.

IN WITNESS WHEREOF, the parties hereto have adopted and executed this Letter of Agreement this 22nd day of May, 2018.

For the ASSOCIATION OF FLIGHT ATTENDANTS

/S/
Sara Nelson
International President

/S/
Sharon Soper
MEC President

/S/
Diana Huihui
Chairperson, Negotiating Committee

/S/
Ka'imi Lee
Member, Negotiating Committee

/S/
Martin Gusman
Member, Negotiating Committee

/S/
Jeff Fuke
Member, Negotiating Committee

/S/
Paula Mastrangelo
Sr. Staff Negotiator

For HAWAIIAN AIRLINES

/S/
Karen Berry
Vice President, Labor Relations

/S/
Robin Sparling
Vice President, In-Flight

/S/
Dan Herring
Managing Director, Crew Scheduling/Planning

/S/
Doogan Mahuna
Sr. Contract Administrator

/S/
Keith Schuricht
Director, Financial Analysis

SECTION 34: LETTERS OF AGREEMENT

LETTER OF AGREEMENT

Between

HAWAIIAN AIRLINES, INC., and

THE FLIGHT ATTENDANTS

In the service of HAWAIIAN AIRLINES, INC.

As represented by

THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

Reasons Codes Listed on Flight Attendant Paychecks

THIS LETTER OF AGREEMENT is made and entered into in accordance with the Railway Labor Act, as amended, by and between Hawaiian Airlines, Inc., hereinafter referred to as the "Company," and the Flight Attendants in the Service of Hawaiian Airlines, Inc., as represented by the Association of Flight Attendants-CWA, AFL-CIO, hereinafter referred to as the "Association" and jointly, hereinafter referred to as the "Parties."

WHEREAS, during the course of Section 6 negotiations for a new Collective Bargaining Agreement ("CBA"), the Parties agree that pay adjustments without explanation on Flight Attendant paychecks led to confusion as to the cause for the additional monetary amounts.

NOW THEREFORE, the Parties have reached agreement that the specific and appropriate reasons codes will be listed on Flight Attendant paychecks in order to notify the Flight Attendant about a monetary adjustment on her/his paycheck. A list of current reasons codes is available for viewing on the In-Flight Web site under the IFS Admin tab. An email address will be provided for Flight Attendants to utilize for clarification if an adjustment is made and there is no corresponding reasons code stating the specific situation.

IN WITNESS WHEREOF, the parties have signed this agreement on November 8, 2018.

FOR THE ASSOCIATION OF FLIGHT ATTENDANTS	FOR HAWAIIAN AIRLINES, INC.
Sharon Soper MEC President	Robin Sparling Vice President, In-Flight

SECTION 34: LETTERS OF AGREEMENT

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SECTION 34: LETTERS OF AGREEMENT

Letter of Agreement
between
HAWAIIAN AIRLINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
HAWAIIAN AIRLINES, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

JOINT VENTURES

THIS LETTER OF AGREEMENT ("LOA") is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between HAWAIIAN AIRLINES, INC (hereinafter referred to as the "Company") and the flight attendants in the service of the Company, as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter referred to as the "Association" or "AFA").

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company's flight attendants ("HA-AFA CBA") effective April 18, 2012, and

WHEREAS, the HA-AFA CBA does not currently reference a Joint Venture as an exception to the requirements of Section One, but the parties agree their interests align with respect to future growth of Hawaiian Airlines flying as part of a Joint Venture with a Foreign Air Carrier.

NOW THEREFORE the Company and Association agree as follows:

1. This LOA shall govern Joint Ventures between the Company and a Foreign Air Carrier. Joint Ventures with U.S. Air Carriers are not permitted absent agreement of the parties. The Company may not enter into a Joint Venture on terms that differ from those set forth herein unless (1) the Company and AFA first agree upon such different terms and enter into a new, separate Letter of Agreement setting forth such agreed-upon terms; or (2) the Company and the Air Line Pilots Association (ALPA) agree upon such different terms with which a Joint Venture(s) must comply in which case the Company may enter into the Joint Venture on those terms. In the event that pilots are provided any value as part of any agreement to modify the Joint Venture terms set forth herein, AFA shall be provided proportionally equivalent (determined as a percentage of payroll) value to be applied to the HA-AFA CBA in a manner agreed to by AFA and the Company.

2. "Joint Venture" for purposes of this Agreement means the business relationship between Hawaiian Airlines and a Foreign Air Carrier in which revenues, or the costs and revenues of flights within the Joint Venture are shared between the air carrier partners, as typified

by the business relationship between Hawaiian Airlines and the Foreign Air Carrier that is embodied in their Joint Venture Agreement.

3. Trunk Route Flying

   a. "Trunk Route" for purposes of this Agreement means flights between the home country of the Foreign Air Carrier and the Hawaiian Islands.
   b. The base ASM ratio between Hawaiian Airlines and the Foreign Air Carrier (the "Base HAL/OAL ASM Ratio") for a given Joint Venture will be the same as the Base HAL-OAL ASM Ratio negotiated and agreed to by ALPA (e.g., the Base HAL-OAL ASM Ratio for the Hawaiian-Japan Airlines Joint Venture set forth in ALPA LOA 19-3 will be the Base HAL-OAL ASM Ratio for the Hawaiian-Japan Airlines Joint Venture).

4. Joint Venture Profitability
   a. On a quarterly basis, the Company shall present to AFA an analysis of the profitability of using Company aircraft to fly in each Joint Venture Market identified by the Association, provided that each Joint Venture Market identified by AFA is not a Trunk Route, and is one in which there is a per day average of passengers flying each way in that Joint Venture Market under HA or HA* itineraries operated at least in part by the Joint Venture Airline, computed over the preceding quarter, of at least ninety (90) passengers. For purposes of this agreement, a "Joint Venture Market" shall be defined in accordance with the agreement between the Company and the Foreign Air Carrier establishing the Joint Venture ("Joint Venture Agreement"). The Company will provide to AFA, on a confidential basis, information necessary to determine whether this passenger threshold has been met in any Joint Venture Market in any Quarter.
   b. "Joint Venture Profitability" under subparagraph 5.a. above means:
      (i) The results of an analysis that predicts with reasonable certainty that if the Company were to begin new or add additional non-stop flights with its own aircraft between two airports in a Joint Venture Market, such flight in the Joint Venture Market would, 1) be profitable on an annual basis by the fourth year of Company operation based on the Company's standard flight profitability measurement including standard allocation of corporate overhead expenses and investment capital and 2) the Company would recover its cumulative investment including start-up losses in the Joint Venture Market within a period of seventy (70) months.

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(ii) The above analysis shall treat this Joint Venture Market as if it is in a silo and shall exclude the impact, if any, of the loss of revenue earned under the Joint Venture, in that Joint Venture Market, due to the new or additional non-stop service by Hawaiian Airlines. AFA shall enter into a commercially standard confidentiality agreement covering any information provided in such analysis or provided under subparagraph 5.b. above.

(iii) If a dispute arises as to whether a Joint Venture Market satisfies the passenger threshold in subparagraph 5.a. above, or whether the Joint Venture Profitability test in subparagraph 5.b. above has been satisfied, that dispute shall be subject to final and binding arbitration. The dispute shall be heard expeditiously no later than thirty (30) days following the submission to the System Board and decided expeditiously no later than sixty (60) days after submission to the System Board, unless the parties agree otherwise in writing. The parties agree to abide by any lawful arbitration award that is issued. If the parties are unable to agree on a neutral, the arbitrator shall be chosen by alternate strikes from a list to be provided in accordance with Section 24 of the HA-AFA CBA. Notwithstanding the foregoing, if the dispute is the subject of an arbitration before the ALPA-Hawaiian System Board, the parties agree to abide by the resulting ALPA-Hawaiian System Board Award. If the arbitration Award provides any value to ALPA, AFA shall be provided proportionally equivalent (determined as a percentage of payroll) value to be applied to the HA-AFA CBA in a manner agreed to by AFA and the Company.

(iv) Upon the successful satisfaction of the Joint Venture Profitably test the Company must:

1. start operating the route within 18 months after the successful satisfaction of the Joint Venture Profitability test, with the announcement of the route to occur no later than 12 months after the successful satisfaction of the Joint Venture Profitability test; or
2. start operating a substantially equivalent route or routes (measured in terms of total block hours and ASMs) within 18 months after the successful satisfaction of the Joint Venture Profitability test, with the announcement to occur no later than 12 months after the successful satisfaction of the Joint Venture Profitability test. The substantially equivalent route or routes must have not been announced prior to the date of request of the Joint Venture Profitability test; or

3. cease placing the HA or HA* code on the relevant segment or segments of the Joint Venture Market operated by the other Joint Venture air carrier (the "OAL").

5. Information Sharing

a. The Company will share the information described below with the Scope Review Committee, upon execution of a commercially standard confidentiality agreement if necessary.

b. Monthly Report: The Company will provide a monthly report which will contain:

(i) HA* passengers traveling on the flights of the OAL on Trunk Routes, and on routes beyond and behind Trunk Routes

(ii) OAL* passengers traveling on HA flights on Trunk Routes, and on routes beyond and behind Trunk Routes

c. Quarterly Meeting: The Scope Review Committee will meet quarterly to review the following information:

(i) Equity stakes in any Foreign or Domestic Air Carrier

(ii) Block hours, broken down, on a quarterly basis, by fleet within the Joint Venture

(iii) ASMs, broken down, on quarterly basis, by markets within the Joint Venture

(iv) Any agreement, arrangement or plan the Company has, that provides or that could provide for the creation of a new Foreign Air Carrier over which the Company has Control and the substance of or describing any such agreement, arrangement or plan.

(v) HA* passengers traveling on OAL flights

1. On Trunk Routes
2. On routes beyond and behind Trunk Routes

(vi) OAL* passengers traveling on HA flights

1. On Trunk Routes
2. On routes beyond and behind Trunk Routes

d. The Company will share the information described below, upon execution of a commercially standard confidentiality agreement, with the Scope Review Committee Chairman, the MEC President, AFA Economic & Financial Analyst and AFA Legal Counsel.

(i) The Joint Venture revenue sharing formula when it is finalized; and

(ii) On an annual basis, the Revenue Share Statement or similarly titled document prepared in accordance with the Joint Venture Agreement.

e. The Company will provide all the above listed information in hard copy or PDF format.

6. In the event of a lawful primary system-wide strike against Hawaiian Airlines by Hawaiian flight attendants, no airline that is a party to a Joint Venture Agreement with Hawaiian Airlines will operate any HA or HA* itineraries at any time during the strike.

7. Any and all disputes concerning alleged violation of this Letter of Agreement shall be resolved by final and binding arbitration. The Company and its Affiliates specifically agree to arbitrate any grievance permitted under the Railway Labor Act filed by the Association alleging violation of this Letter of Agreement on an expedited basis directly before the System Board of Adjustment sitting with a neutral member. All provisions of the Railway Labor Act shall bind the Arbitrator. The dispute shall be heard expeditiously no later than thirty (30) days following the submission to the System Board and decided expeditiously no later than sixty (60) days after submission, unless the parties agree otherwise in writing. The parties agree to abide by any lawful arbitration award that is issued. The parties further expressly agree that any violation of this Letter of Agreement shall constitute irreparable injury for which no adequate remedy at law exists.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 21st day of November 2019.

FOR HAWAIIAN AIRLINES, INC.:

/S/
Jon Snook
Executive Vice President, Chief Operating Officer

/S/
Robin Sparling
Vice President, In-Flight

/S/
Justin Doane
Vice President, Labor Relations

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

/S/
Sara Nelson
AFA International President

/S/
Sharon Soper
MEC President

/S/
Paula Mastrangelo
AFA Sr. Staff Negotiator

SECTION 34: LETTERS OF AGREEMENT

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LETTER OF AGREEMENT

Between

HAWAIIAN AIRLINES, INC.

and

THE FLIGHT ATTENDANTS

in the service of

HAWAIIAN AIRLINES, INC.

as represented by

THE ASSOCIATION OF FLIGHT ATTENDANTS−CWA, AFL-CIO

NORTHERN CALIFORNIA DOMICILE WITH ALTERNATE CHECK-IN POINT

THIS LETTER OF AGREEMENT is made and entered into in accordance with the Railway Labor Act, as amended, by and between Hawaiian Airlines, Inc., hereinafter referred to as the "Company," and the Flight Attendants in the Service of Hawaiian Airlines, Inc., as represented by the Association of Flight Attendants−CWA, AFL-CIO, hereinafter referred to as the "Association," and jointly, hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, in the recently concluded contract negotiations, the Company and the Association agreed that the Company may establish a Flight Attendant domicile in Northern California with one alternate check-in point.

NOW, THEREFORE, the Parties agree as follows:

A. The Parties agree that the Company may establish a Flight Attendant domicile in Northern California with one alternate check-in point. No less than three (3) months prior to the establishment of the new domicile, the parties will commence negotiations to finalize language on provisions for the new domicile resulting in one (1) of the two (2) combinations below:

    1. Oakland International Airport (OAK) as the primary domicile with San Francisco International Airport (SFO) as an alternate check-in airport location; or

    2. San Francisco International Airport (SFO) as the primary domicile with Oakland International Airport (OAK) as an alternate check-in airport location.

B. With respect to the new domicile with one alternate check-in airport location as described in paragraph 1., the Parties agree that the following will apply::

SECTION 34: LETTERS OF AGREEMENT

1. One airport location will be designated as the primary domicile, (either OAK or SFO) and the second airport location (either OAK or SFO) will be designated as the alternate check-in location. All Flight Attendants will be considered domiciled at the designated primary domicile for all purposes of the Hawaiian Flight Attendant Collective Bargaining Agreement (CBA).

2. Flight Attendant crew rooms per Section 27.F. of the CBA will be established at each airport location.

    a. The personnel files for all Flight Attendants domiciled at the primary domicile will be maintained at the primary domicile.
    b. The Company will maintain mail files (vertical files or v-files) at both the primary domicile and at the alternate check-in location.

3. All groupings will be scheduled to check-in at and return to the same airport location.

4. Parking will be provided at the airport for all domiciled Flight Attendants at the primary airport location and at the alternate check-in airport location.

5. Surface Deadhead Provisions for diversions or irregular operations for OAK and SFO shall be as provided below:

    a. Flight Attendants may elect to travel either with displaced passengers or apart from passengers as long as all members of the Flight Attendant crew remain together.

    b. Surface deadhead will be considered duty time for all purposes of the CBA and will be paid at 100%. The surface deadhead time between OAK and SFO will be one (1) hour.

    c. If the scheduled surface deadhead transportation has not arrived within thirty (30) minutes of the advised scheduled time (van arrival time), then a Flight Attendant may take her/ his own transportation (e.g., Uber X, Lyft, Taxi) and be reimbursed by the Company.

6. Reserve Provisions

    a. Reserves may opt to preference for either OAK or SFO in the automated system (Reserve Self Assignment).

    b. An airport reserve who reports to one airport location will not be required to drive to the other airport location. A reserve who has reported to one airport location may only be transferred to the alternate airport location if surface deadhead is provided both to the alternate airport location, and if applicable, back to her/his originally assigned check-in airport location.

SECTION 34: LETTERS OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have adopted and executed this Letter of Agreement this 3rd day of April, 2020.

For the ASSOCIATION OF FLIGHT ATTENDANTS For HAWAIIAN AIRLINES

/S/
Sara Nelson
International President

/S/
Justin Doane
Vice President, Labor Relations

/S/
Sharon Soper
MEC President

/S/
Robin Sparling
Vice President, In-Flight

/S/
Diana Huihui
Chairperson, Negotiating Committee

/S/
Doogan Mahuna
Sr. Contract Administrator

/S/
Ka'imi Lee
Member, Negotiating Committee

/S/
Martin Gusman
Member, Negotiating Committee

/S/
Jeff Fuke
Member, Negotiating Committee

/S/
Paula Mastrangelo
Sr. Staff Negotiator

SECTION 34: LETTERS OF AGREEMENT

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SECTION 34: LETTERS OF AGREEMENT

LETTER OF AGREEMENT

between

HAWAIIAN AIRLINES, INC.

and

THE FLIGHT ATTENDANTS

in the service of

HAWAIIAN AIRLINES, INC.

as represented by

THE ASSOCIATION OF FLIGHT ATTENDANTS–CWA, AFL-CIO

Retiree Health Reimbursement Arrangement

THIS LETTER OF AGREEMENT is made and entered into in accordance with the Railway Labor Act, as amended, by and between Hawaiian Airlines, Inc., hereinafter referred to as the "Company," and the Flight Attendants in the Service of Hawaiian Airlines, Inc., as represented by the Association of Flight Attendants–CWA, AFL-CIO, hereinafter referred to as the "Association," and jointly, hereinafter referred to as the "Parties."

WHEREAS, in the recently concluded contract negotiations, the Company and the Association agreed to create a Retiree Health Reimbursement Arrangement (RHRA) Plan.

WHEREAS, This Letter of Agreement hereby supersedes and replaces Section 33.L. of the Tentative Agreement dated/initialed on March 20, 2020.

NOW, THEREFORE, the Parties agree as follows:

1. The Company will credit the following dollar amounts into an individual Retiree Health Reimbursement Arrangement (RHRA) for eligible Flight Attendants who terminate employment between January 1, 2017 and April 2, 2025. Flight Attendants will receive the applicable credit according to their Years of Service (YOS) as a Flight Attendant threshold at the effective date of their retirement:

Years of Service (YOS) Requirement	Credit
30 – 35 YOS	$ 10,000
35+ - 40 YOS	$ 20,000
40+ YOS	$ 30,000

SECTION 34: LETTERS OF AGREEMENT

2. The Company and AFA agree to the following provisions of the RHRA:

    a. The RHRA Plan will be sponsored by the Company. Company will be responsible for maintaining the plan document and ERISA compliance, and for appropriate reporting and cost accounting using actuarial assumptions determined by the Company. The Company will select and pay the fees of the third party administrator and all other operating costs of the RHRA Plan.

    b. The amounts listed in the table in 1., above, will be credited to individual accounts and are not transferable or pooled, except that, if the eligible Flight Attendant dies while a participant in the Plan with an eligible dependent or spouse, his or her HRA Account shall transfer to the eligible dependent or spouse who shall then become a "participant" until he or she dies or ceases to be an eligible dependent. RHRA credits are not taxable and do not count as compensation for any other purpose under the Contract or 401(k) plan. Flight Attendants who terminate or retire with less than 30 Years of Service, or who retire after April 2, 2025, will not receive a credit pursuant to this LOA.

    c. The RHRA is intended to be used to pay for medical insurance or medical expenses in retirement before Medicare is available or as a supplement to Medicare. The RHRA is not a savings or retirement income account and cannot be used for anything other than medical care as defined in Code section 213(d).

    d. The Plan shall remain in effect until the later of April 3, 2025, or when all RHRA Accounts of all Participants and their Eligible Dependents/Spouses are exhausted.

    e. No changes will be made to the plan provisions without first negotiating those changes with the Association. If any provision in the Summary Plan Description and Plan Document for Hawaiian Airlines Flight Attendants Retire Health Reimbursement Arrangement, attached as Exhibit A., conflicts with this LOA, this LOA controls.

SECTION 34: LETTERS OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have adopted and executed this Letter of Agreement this 30th day of July, 2020.

For the ASSOCIATION OF FLIGHT ATTENDANTS

Sara Nelson
International President

DocuSigned by:
Joni Kashiwai
29B60BD61178405...

Joni Kashiwai
MEC President

DocuSigned by:
92CDFE64DE204A5...

Diana Huihui
Chairperson, Negotiating Committee

DocuSigned by:
Sharon Soper
23E6E1BFB2124E5...

Sharon Soper
Member, Negotiating Committee

DocuSigned by:
ka'imi lee
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Ka'imi Lee
Member, Negotiating Committee

DocuSigned by:
DA358B91D367486...

Martin Gusman
Member, Negotiating Committee

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Jeff Fuke
Member, Negotiating Committee

DocuSigned by:
Paula Mastrangelo
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Paula Mastrangelo
Sr. Staff Negotiator

For HAWAIIAN AIRLINES

DocuSigned by:
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Justin Doane
Vice President, Labor Relations

DocuSigned by:
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Robin Sparling
Vice President, In-Flight Services

DocuSigned by:
Doogan Mahuna
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Doogan Mahuna
Sr. Contract Administrator

SECTION 34: LETTERS OF AGREEMENT

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SECTION 34: LETTERS OF AGREEMENT

LETTER OF AGREEMENT

Between

HAWAIIAN AIRLINES, INC.

And

THE FLIGHT ATTENDANTS

In the service of

HAWAIIAN AIRLINES, INC.

As represented by

THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

BONUS COMPENSATION PROVISIONS

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between HAWAIIAN AIRLINES, INC. (hereinafter referred to as the "Company") and the Flight Attendants in the service of the Company, as represented by the ASSOCIATION OF FLIGHT ATTENDANTS- CWA, AFL-CIO (hereinafter referred to as the "Union").

A. Performance Bonus

Each year, the Company will establish performance goals for on- time performance, safety, etc. Based on the yearly goals, quarterly goals will be set. These performance goals will be discussed with all unions and brought to the attention of all employees. For each quarter that the performance goals are met, each active full-time employee will receive a bonus of $150, a potential total of $600 per year, and each active part-time employee will be eligible for a quarterly bonus of $75 per quarter, a potential total of $300 per year. Any bonus payments will be reduced by applicable taxes and court required deductions. If goals are not met, no performance bonus will be paid for that quarter. Performance bonus payments will be paid regardless of company profitability. Should the Performance Bonus payments be increased for any other group, such increase shall not result in a decrease to AFA's share of any Profit Bonus.

B. Profit Bonus

1. The total potential profit bonus will be 5% of annual pretax profits (excluding extraordinary items and charges) from the first dollar of profit. Before being allocated among employee groups, the total potential profit bonus will be reduced dollar- for-dollar by the performance bonuses and any special bonuses paid for the year, excluding any payment under the Incentive Compensation Program. The Company may, at its discretion, pay the profit bonus on a quarterly, rather than an

annual basis. Should any other group(s) be provided a different Profit Bonus formula, such group(s) will be separated into a different Profit Bonus plan so as not to negatively impact the AFA share of this plan.

2. The net profit bonus will first be divided among all employee groups (ALPA, AFA, IAM, non-represented, etc.) on the basis of each group's pro rata share of W-2 wages for the year. The pro rata share of any non-participating employee group will not be paid out to any group. Within each participating group, the bonus will then be allocated based on regular W-2 wages (as defined below) of each eligible member of the group, or another basis if that is agreed upon. Profit bonuses paid will be less applicable taxes and pre-tax deferral deductions. The Company would have discretion to set a minimum amount payable to any individual.

Example

If Hawaiian's 2012 pre-tax profit were $40 million the total potential bonus payment would be $2 million. If the Performance Bonuses paid out for the year totaled $600 thousand, then up to$1.4 million would be allocated among employee groups and individual employees in the manner described above.

C. INCENTIVE COMPENSATION PROGRAM

1. AFA will participate in the Incentive Compensation Program established by the Board of Directors for senior management, with a target payout bonus of one percent (1%) of W-2 wages. The same numerical calculations established by the Board that determines the Company's performance will be applied to the AFA, resulting in potential payment range of

   zero percent (0%) to two percent (2%) of the previous year's W-2 wages. Payment from the Incentive Compensation Program will be paid at the same time and in the same manner as applied to senior management.

2. Should there be any changes made to the terms of the Incentive Compensation Program during the term of this Agreement, the Company and Association agree to meet and review such changes to see what adjustments may be necessary to ensure the Flight Attendants are not disadvantaged.

D. GENERAL PROVISIONS

1. Eligible employees are defined as active employees during the applicable period with accumulated W-2 wages in excess of $500 per quarter or $2000 per year unless, before the time of payout, they were involuntarily terminated or voluntarily resigned. The Performance Bonus program and the Profit Bonus program would apply to all employees meeting these criteria, except corporate officers. The above criteria would also apply to all employees and corporate officers in the Incentive Compensation Program.

2. For purposes of the plans, W-2 wages shall mean regular earnings as reported in Box 5 including employee pre-tax deferrals (e.g. 401(k) employee contributions) on

previous year's IRS Form W-2 and exclude bonuses, vacation payoffs, insurance, layoff severance and other similar non-regular earnings even if otherwise reported in Box 5 on Form W-2.

3. Payments described herein will not be treated as covered compensation for 401(k) or pension plan purposes.
4. The parties agree to explore a means to have the bonus compensation payments directed into the employee's 401k account.
5. This LOA reflects the parties' complete agreement on Flight Attendant participation in the Bonus Compensation Provisions, unless mutually agreed otherwise.

IN WITNESS WHEREOF, the parties hereto have signed this Bonus Compensation Provisions Letter of Agreement as of this _____ day of May, 2020.

FOR HAWAIIAN AIRLINES, INC.:

Peter Ingram
President and Chief Executive Officer

Jon Snook
Executive Vice President
and Chief Operating Officer

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

Sara Nelson
International President

Paula Mastrangelo
AFA Sr. Staff Negotiator

Sharon Soper
MEC President

Diana Huihui
Negotiating Committee Chairperson

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SECTION 34: LETTERS OF AGREEMENT

May 15, 2020

Sharon Soper
MEC President
Association of Flight Attendants-CWA
3375 Koapaka Street, F238-10
Honolulu, HI 96819

RE: Fit for Duty Exams

Dear Sharon:

During the negotiations for the 2020 Flight Attendant Contract, Non-Occupational Medical Leaves of Absence was discussed at the bargaining table on April 17, 2019, specifically provision 17.C.1. While no changes were made to the Contract provision, it was agreed that the Company would not subject any Flight Attendant to a "fit for duty" or medical examination while she or he is on such a medical leave of absence unless the Flight Attendant was attempting to return to work. If at that point, the Company believed a Flight Attendant was not fit to return to duty, the Company could require the Flight Attendant to undergo a medical examination under the provisions of Section 20: Physical Exams. If it was determined that the Flight Attendant could not return to work, then she or he would be returned to the medical leave that would not start over but would continue for the applicable contractual period.

Sincerely,

Robin Sparling
Vice President, In-Flight

SECTION 34: LETTERS OF AGREEMENT

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SECTION 34: LETTERS OF AGREEMENT

LETTER OF AGREEMENT

between

HAWAIIAN AIRLINES, INC.

and

THE FLIGHT ATTENDANTS

in the service of

HAWAIIAN AIRLINES, INC.

as represented by

THE ASSOCIATION OF FLIGHT ATTENDANTS–CWA, AFL-CIO

Voluntary Early Out Program

THIS LETTER OF AGREEMENT is made and entered into in accordance with the Railway Labor Act, as amended, by and between Hawaiian Airlines, Inc., hereinafter referred to as the "Company," and the Flight Attendants in the Service of Hawaiian Airlines, Inc., as represented by the Association of Flight Attendants–CWA, AFL-CIO, hereinafter referred to as the "Association," and jointly, hereinafter referred to as the "Parties."

WHEREAS, the COVID-19 pandemic's significant impact on travel and the airline industry has created a need to reduce the number of Flight Attendants at the Company and furlough mitigation procedures in addition to those contained in the Flight Attendant Collective Bargaining Agreement (CBA) are desired;

NOW THEREFORE: The Parties agree the below Voluntary Early Out Program (VEOP) is in addition to any existing provisions of the CBA or any other program currently provided by the Company. The VEOP will be subject to the following terms and conditions below.

A. ELIGIBILITY

Any Flight Attendant who is at the seventh (7th) year pay step ($49.74) is eligible to be awarded the Voluntary Early Out Program (VEOP) as of October 1, 2020.

B. BIDDING / AWARDING TIMELINE

Bidding begins:	August 7th 0900 HST
Bidding closes and awards posted:	August 21st 1700 HST
Recension Period:	August 21st – August 25th ends 1700 HST
Commencement of VEOP	October 1st

C. PAY

1. 12-month Period: Flight Attendants awarded the VEOP will be paid thirty-eight (38) hours of pay per month for twelve (12) months during the severance payment period commencing on October 1st, 2020. The pay will be based on a Flight Attendant's applicable hourly pay rate on October 1, 2020.

SECTION 34: LETTERS OF AGREEMENT

2. Incentive Compensation: Pay, including any unused vacation pay-out, will be considered "eligible compensation" for profit sharing under the CBA. Flight Attendants will not be eligible for the Performance Bonus and Incentive Compensation bonus programs under the Flight Attendant CBA. However, the application of Performance Bonus and Incentive Compensation bonus programs will be no less favorable than any other employee group in connection with any COVID-related Early Out Letter of Agreement.

3. Unused Vacation: Any unused vacation as of October 1, 2020, will be paid out in twelve (12) equal, monthly payments.

4. Ratification Payments: Flight Attendants will receive the remaining balance of the Ratification Payments on the September 22, 2020 paycheck after they are awarded an early out.

D. INSURANCE: MEDICAL/DENTAL + ORTHODONTIA/LIFE/OTHER ELECTIVE INSURANCE

1. If enrolled at the time of commencing the 12-month period of monthly payments, the Flight Attendants will continue all insurance coverage at the same level (single/dependent, etc.) and the premiums will be fully paid by the Company.
2. If a Flight Attendant is eligible to convert her/his remaining sick leave bank balance (balance determined as of 10/1/2020) to pay for health insurance for up to twelve (12) additional months, per Section 33.K.1. of the CBA, such period of continued coverage using sick leave credit will commence after the expiration of the 12-month period in C.1., above.
3. Following the initial 12-month period of continued medical insurance in C.1., above, Flight Attendants will be eligible for 18 months of COBRA coverage after the 12-month period with payment of the applicable COBRA rates. Such COBRA coverage will run concurrent with any Section 33.K.1. continued coverage outlined in D.2. above.
4. Retiree Medical CBA Provisions: SECTION 33.K.4.
   a. A Flight Attendant's eligibility based on age and years of service for continued medical coverage per Section 33.K.4. of the CBA will be determined as of October 1, 2020.

   b. Any continued medical insurance benefit contained in this Letter of Agreement will be coordinated with any subsidized medical benefit coverage in the CBA to provide the most favorable outcome for the Flight Attendant.

E. RETIREE HRA

1. Any Flight Attendant with twenty-five (25) years of service as of October 1st, 2020, as defined in the HAWAIIAN AIRLINES FLIGHT ATTENDANTS RETIREE HEALTH REIMBURSEMENT ARRANGEMENT (HRA) Summary Plan Description "Plan Terms" Section 1.6 "Years of Service", will be eligible to participate in the HRA effective October 1, 2021 and will receive a credit of fifty thousand dollars ($50,000) into her/his account effective on that date. This amount is in addition to the Retiree HRA amounts listed in 2., below.

2. Any Flight Attendant electing this VEOP will have her/his years of service, as defined in E.1., above, and for purposes of qualifying for the HRA credits below, accelerated as if the Flight Attendant had elected to retire on April 2, 2025.

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Years of Service (YOS) Requirement in HRA	Credit	Combined Credit
30 – 35 YOS	$ 10,000	$60,000
35+ 40 YOS	$ 20,000	$70,000
40+ YOS	$ 30,000	$80,000

F. PASS TRAVEL

1. FAs awarded the VEOP who have less than thirty (30) *company* years of service will remain on active pass travel (with privileges equal to other active employees) for three (3) years on Hawaiian Airlines, and to the extent allowed under Hawaiian's interline agreements with other airlines for 3 years.

2. FAs awarded the VEOP who have thirty (30) or more *company* years of service will remain on active pass travel (with privileges equal to other active employees) for four (4) years on Hawaiian Airlines, and to the extent allowed under Hawaiian's interline agreements with other airlines for 4 years.

3. FA will be provided HA active ID for duration of the active travel benefit period.

4. Retiree Passes Qualification: The 12-month severance payment period will count toward Flight Attendant's eligibility for retiree passes under CBA 33.G.3 (i.e., age eligibility and years of service, will continue to accrue during the 12-month period and eligibility for retiree passes will be determined at the end of 12-month period) for Hawaiian Air and retiree travel on other airlines to the extent allowed under the interline agreements.

5. Flight Attendants who participate in this program will not have jumpseat privileges.

6. Pass benefits will be no less favorable than any other employee group in connection with any COVID- related Early Out Letter of Agreement.

G. HAWAIIAN MILES

1. At the beginning of the 12-month period, a Flight Attendant's Hawaiian Airlines Mileage account will be credited with the appropriate number of miles listed below. These miles will be treated consistent with miles provided during employee years of service recognition grants.

Company Years of Service	Number of Hawaiian Miles
7	150,000
14	300,000
21	450,000
28	600,000

2. The Company will pay all applicable taxes associated with the grant of the miles.

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H. 401(k)

1. Company contribution and Company matching contribution will not be applied to the monthly severance payments. However, the Company contribution and matching contribution will be applied to any vacation pay-out amount and the Ratification payments.

2. A Flight Attendant will be eligible to make salary deferral contributions, designated Roth contributions, voluntary after-tax contributions, etc.

I. PARKING PASS

During the 12-month severance payment period Flight Attendants will be provided parking passes, if requested, and will be eligible for parking allowance/reimbursement consistent with the terms of the CBA. The parking lot available to Flight Attendants during the 12-month severance payment period shall be at the discretion of the Company.

J. Voluntary Furlough

Flight Attendants on Voluntary Furlough who are awarded a VEOP will end their Voluntary Furlough and begin the 12-month severance payment period on October 1, 2020.

K. GENERAL

1. The Company will not contest unemployment claims by Flight Attendants who take the VEOP.
2. If there is a subsequent(s) Flight Attendant Early Out Program(s) within 6 months, Flight Attendants electing this program will receive no less favorable provisions.
3. Flight Attendants awarded the VEOP will be given a Pualani Pin consistent with their occupational years of service.
4. A Flight Attendant's Association dues obligation will continue throughout the 12-month severance payment period.

IN WITNESS WHEREOF, the parties hereto have adopted and executed this Letter of Agreement this 5th day of August, 2020.

For the ASSOCIATION OF FLIGHT ATTENDANTS	**For HAWAIIAN AIRLINES**
/S/_____	/S/_____
Sara Nelson	Robin Sparling
International President	Vice President, In-Flight Services
/S/_____	/S/_____
Joni Kashiwai	Justin Doane
MEC President	Vice President, Labor
/S/_____	/S/_____
Diana Huihui	Doogan Mahuna
Chairperson, Negotiating Committee	Sr. Contract Administrator

SECTION 34: LETTERS OF AGREEMENT

/S/_____
Sharon Soper
Member, Negotiating Committee

/S/_____
Ka'imi Lee
Member, Negotiating Committee

/S/_____
Martin Gusman
Member, Negotiating Committee

/S/_____
Jeff Fuke
Member, Negotiating Committee

/S/_____
Paula Mastrangelo
Sr. Staff Negotiator

SECTION 34: LETTERS OF AGREEMENT

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SECTION 34: LETTERS OF AGREEMENT

LETTER OF AGREEMENT

between

HAWAIIAN AIRLINES, INC.

and

THE FLIGHT ATTENDANTS

in the service of

HAWAIIAN AIRLINES, INC.

as represented by

THE ASSOCIATION OF FLIGHT ATTENDANTS–CWA, AFL-CIO

2017 – 2020 NEGOTIATIONS

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between HAWAIIAN AIRLINES, INC. (hereinafter referred to as the "Company") and the flight attendants in the service of the Company, as represented by the ASSOCIATION OF FLIGHT ATTENDANTS- CWA, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS in 2017, the parties entered into negotiations for a successor collective bargaining agreement using, in part, a Facilitated Problem Solving approach to address specific topics; and

WHEREAS that process resulted in an agreement on April 3, 2020, which was put before the Hawaiian Airlines Flight Attendants for consideration and ratification;

NOW THEREFORE the parties agree as follows:

A. Any and all provisions of the Basic Agreement, Side Letters and any attendant Settlements not specifically altered in the negotiations remain in full force and effect, except those provisions with a specified ending date/period.

B. The parties have put forth their best efforts to identify all the sections of the agreement that required modification due to the changes agreed upon. Likewise, best efforts have also been made to ensure the provisions agreed upon are free of typographical or other errors.

C. Should any changes agreed upon be found to be in conflict with existing provisions of the Agreement or should typographical or other errors be found during or after the ratification of the new Agreement, the parties agree that they will meet, in a continued spirit of Facilitated Problem Solving, to resolve such conflicts and/ or correct such errors.

D. If the efforts under paragraph C. above are unsuccessful in resolving the issue(s) that have arisen, then, and only then, will the parties seek other remedies as may be available to correct the conflict(s). Any contractual or statutory time limits which may be applicable will be considered to be held in abeyance until such efforts of resolution under Paragraph C. have been exhausted.

SECTION 34: LETTERS OF AGREEMENT

THIS LETTER OF AGREEMENT shall remain in full force and effect, concurrent with the basic Agreement dated April 3, 2020.

Signed this __ of August, 2020

For	For
ASSOCIATION OF FLIGHT ATTENDANTS	HAWAIIAN AIRLINES
_____	_____
Sara Nelson International President	Robin Sparling Vice President, In-Flight
_____	_____
Joni Kashiwai MEC President	Doogan Mahuna Sr. Contract Administrator

_____
Diana Huihui
Chairperson, Negotiating Committee

_____
Sharon Soper
Member, Negotiating Committee

_____
Ka'imi Lee
Member, Negotiating Committee

_____
Martin Gusman
Member, Negotiating Committee

_____
Jeff Fuke
Member, Negotiating Committee

_____
Paula Mastrangelo
Sr. Staff Negotiator

SECTION 34: LETTERS OF AGREEMENT

LETTER OF AGREEMENT

between

HAWAIIAN AIRLINES, INC.

and

THE FLIGHT ATTENDANTS

in the service of

HAWAIIAN AIRLINES, INC.

as represented by

THE ASSOCIATION OF FLIGHT ATTENDANTS–CWA, AFL-CIO

ASIA LANGUAGE POSITIONS

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between HAWAIIAN AIRLINES, INC. (hereinafter referred to as the "Company") and the Flight Attendants in the service of the Company, as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter referred to as the "Association") and collectively as "the Parties".

WITNESSETH:

WHEREAS, the Company desires to transition its Asia language qualified Flight Attendant Program from the current "Service" and "Lead" positions to exclusively "Fluent" positions;

WHEREAS, in order to accomplish this language position transition, provisions of the Association's Collective Bargaining Agreement must be amended.

NOW therefore, the parties have agreed to the below changes:

A. Asia Language Positions

1. The current system of Asia language staffing as specified in the 2012 Language Qualified Flight Attendants for Asia Letter of Agreement will change from the current system of one Business Class Lead qualified Flight Attendant and two Service qualified Flight Attendants to staffing based on three Lead Qualified Flight Attendants. The final staffing will be one Business Class Lead Qualified Position and two Main Cabin Lead Qualified Positions. All the positions will have the qualifications of the current Business Class Lead qualified position.

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2. Transition:
    a. The Parties will meet and agree on the implementation start date and process of transitioning the Asia language staffing procedures.
    b. The new staffing model will be phased in an orderly process with a target date to complete the transition will be no more than two (2) years from the date the transition begins.
    c. The Company and the Union shall meet on a quarterly basis to oversee the transition.
    d. The Company shall reduce one (1) service position per route as staffing allows, e.g. the Company may begin by reducing the direct HND route by one (1) service position resulting in two (2) Lead Qualified Flight Attendants and one (1) Service Qualified Flight Attendant.
    e. Service and Lead Qualified Positions will be posted in the bid packets in accordance with Section 10.B.3.
3. During and after the transition period, Service Flight Attendants shall maintain eligibility for the LQ position as specified in LOA 34-14, Paragraph G.
4. Upgrading Path for current Service Qualified Flight Attendants
    a. Current Service Qualified Flight Attendants shall be given the opportunity to test for Lead Qualification.
    b. Service Qualified Flight Attendants who successfully obtain Lead Qualification shall receive a stipend of $2500.
    c. Lead Qualification must be achieved no later than two (2) years from the date the transition begins.

THIS LETTER OF AGREEMENT shall remain in full force and effect, concurrent with the basic Agreement dated April 3, 2020.

Signed this __ of December, 2020

For ASSOCIATION OF FLIGHT ATTENDANTS	For HAWAIIAN AIRLINES
Sara Nelson International President	Robin Sparling Vice President, In-Flight

SECTION 34: LETTERS OF AGREEMENT

Joni Kashiwai
MEC President

Doogan Mahuna
Sr. Contract Administrator

Diana Huihui
Chairperson, Negotiating Committee

Sharon Soper
Member, Negotiating Committee

Ka'imi Lee
Member, Negotiating Committee

Martin Gusman
Member, Negotiating Committee

Jeff Fuke
Member, Negotiating Committee

Paula Mastrangelo
Sr. Staff Negotiator

SECTION 34: LETTERS OF AGREEMENT

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SECTION 34: LETTERS OF AGREEMENT

LETTER OF AGREEMENT
between
HAWAIIAN AIRLINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
HAWAIIAN AIRLINES, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS–CWA, AFL-CIO

LOS ANGELES DOMICILE

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between HAWAIIAN AIRLINES, INC. (hereinafter referred to as the "Company") and the Flight Attendants in the service of the Company, as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Company, in its efforts to maximize efficiency and reduce operating costs, and maintain the viability of continuing with Los Angeles as a Flight Attendant domicile and:

WHEREAS, the Company in the interest of maintaining stability at the Los Angeles domicile requested certain changes be made to make the operation financially viable; and
WHEREAS, the Association agreed to explore what would be necessary to maintain the viability of the Los Angeles domicile;
NOW therefore, the parties have agreed all changes to the Flight Attendant Agreement as included herein shall apply to those Flight Attendants domiciled in Los Angeles.

1. **Duty Period**

   The maximum scheduled, rescheduled or reassigned duty period for a standard crew shall be no more than 15:30 subject to the following:

   a. The Company's first priority will be to schedule trips in accordance with Section 7.C.2. (14 hours with a maximum duty period of 16 hours in actual operation)

   b. When scheduling in accordance with Section 7.C.2. is not feasible, the Company may schedule a standard crew up to 15:30 with a maximum duty period extending two (2) hours past the scheduled duty period.

   c. Exceeding Maximum Actual On-Duty Limitations Pay per Section 7.F.2.b.-c. will begin to accrue when a Flight Attendant exceeds sixteen (16) actual hours on duty (i.e. if a crew

SECTION 34: LETTERS OF AGREEMENT

agrees to exceed their maximum actual on-duty limit they will receive pay due for exceeding this limit starting at sixteen (16:00) hours on duty).

d. Hard Blocked Seats on A-321 aircraft family: On any duty day scheduled over fourteen (14) hours, the last row of the aircraft on the left side will be hard blocked as crew rest seats.

2. Training:

a. LAX based Flight Attendants who attend a 2-day training in Honolulu, shall be given twelve (12) hours domicile rest upon return to domicile.

b. LAX based Flight Attendants who attend training in Honolulu will begin to receive per diem 1:15 hours before scheduled departure and until :15 minutes after arrival of the Company designated deadheading flight.

c. LAX based Bid Flight Attendants may have the option to work a flight into/out of Honolulu to attend training by using the contractual provisions of the Agreement.

d. LAX Flight Attendants training in Honolulu will receive five (5.0) hours per travel day, pay and credit, an amendment to the requirements outlined in Section 26.K.3 & 4. e.

e. LAX Flight Attendants shall be permitted to travel for training from/to any destination Hawaiian serves and shall be issued passes with PS3Y/SA1F priority.

3. Low Time Restrictions:

Low Time Options: 5% with a maximum of 4 Flight Attendants in LAX, by Sept 1 annually; 3% Summer Quarter with a maximum of 3 Flight Attendants in LAX, consistent with the practice applied in Honolulu.

4. Unstacking:

The unstacking procedures and guidelines applied in Honolulu will be applied in Los Angeles.

5. Base Staffing:

The Company will staff and maintain the domicile to reflect eight (8) bid positions for each LAX bid grouping based upon A-330 and B767 operations, and nine (9) for B787-9 operations. In the event any other equipment is placed in service, staffing will be contractual standard crew levels applicable to the other equipment. There will be no involuntary moves forced upon HNL Flight Attendants on the seniority roster as of date of signing below.

6. Alternate Check-In Points

The Company and the Association agreed to establish alternate check-in points for the following airports: ONT and SAN. Should the Company not find suitably cost effective or efficient flying out of LAX, the Company, at its option, may build groupings originating and

terminating out of the alternate airports. Such groupings shall begin and end from the same airport. If the Company exercises its right to use alternate check-in points there will be a joint review of the viability of the alternate check-in points after 3 months of actual operation. The Company and the Association will establish a "call-in" procedure for Flight Attendants originating from an "alternate check-in points" to sign off for their flight.

7. **Flight Attendant Lounge and Union Office**

Eliminate the requirements for a lounge and union office at LAX. It is understood that if the base should exceed 180 Flight Attendants the present language of the Agreement will be honored.

8. **Reduced Check-In Time**

The Company and the Association have agreed to revisit the issue of a reduced check-in time in the event it becomes necessary with regard to flying assigned to the LAX domicile

9. Inflight Wheelchair Storage on A321

In the event that a passenger's collapsible wheelchair must be stored in the cabin, the primary storage area will be the second to the last row, aircraft left. If a second wheelchair must be accommodated, that chair will be stowed in the last row, aircraft right. The aisle seat on these two rows may be occupied by a flight attendant if a wheelchair is being stowed in the row.

10. Non-precedential:

The parties agree the terms of this letter will not set precedent; the Company agrees it will not apply the terms herein to the Honolulu domicile.

THIS LETTER OF AGREEMENT shall remain in full force and effect, concurrent with the basic Agreement dated April 3, 2020.

Signed this ____ day of November, 2020

For ASSOCIATION OF FLIGHT ATTENDANTS	For HAWAIIAN AIRLINES
Sara Nelson International President	Robin Sparling Vice President, In-Flight
Joni Kashiwai MEC President	Doogan Mahuna Sr. Contract Administrator

SECTION 34: LETTERS OF AGREEMENT

_____
Diana Huihui
Chairperson, Negotiating Committee

_____
Sharon Soper
Member, Negotiating Committee

_____
Ka'imi Lee
Member, Negotiating Committee

_____
Martin Gusman
Member, Negotiating Committee

_____
Jeff Fuke
Member, Negotiating Committee

_____
Paula Mastrangelo
Sr. Staff Negotiator

SECTION 34: LETTERS OF AGREEMENT

LETTER OF AGREEMENT

between

HAWAIIAN AIRLINES, INC.

And

THE FLIGHT ATTENDANTS

In the service of

HAWAIIAN AIRLINES, INC.

As represented by

THE ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL CIO

RESERVE FOCUS GROUPS

This AGREEMENT is made and entered into according with the provisions of the Railway Labor Act, as amended, by and between HAWAIIAN AIRLINES, INC. (hereinafter referred to as the "Company") and the Flight Attendants in the service of the Company, as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter referred to as the "Union")

NOW THEREFORE the parties agree as follows:

As a result of the negotiations for the 2020 Flight Attendant Agreement, changes were made to the Reserve system of assignment, including self-assignment. The company has agreed to pay for focus groups with Flight Attendants in order to explore solutions relative to issues of concern that may arise with the new Reserve system and to gauge relative Reserve Flight Attendant satisfaction with the negotiated changes. The Union and the Company will agree on a later date to hold these focus groups. Such date will be no sooner than four (4) full bid months, and no later than eight (8) full bid months following implementation of Reserve self-assignment.

Upon completion of the focus groups, this letter shall be satisfied and will have no further force or effect.

The parties agree this __ day of September 2020

For ASSOCIATION OF FLIGHT ATTENDANTS	For HAWAIIAN AIRLINES
_____ Joni Kashiwai MEC President	_____ Robin Sparling Vice President, In-Flight Services

SECTION 34: LETTERS OF AGREEMENT

Diana Huihui
Chairperson, Negotiating Committee

Terrance Chariandy
Sr. Manager, Crew Scheduling

Sharon Soper
Member, Negotiating Committee

Doogan Mahuna
Sr. Contract Administrator

Ka'imi Lee
Member, Negotiating Committee

Martin Gusman
Member, Negotiating Committee

Jeff Fuke
Member, Negotiating Committee

Paula Mastrangelo
Sr. Staff Negotiator

SECTION 34: LETTERS OF AGREEMENT

LETTER OF AGREEMENT

Between

HAWAIIAN AIRLINES, INC.

And

THE FLIGHT ATTENDANTS

In the service of

HAWAIIAN AIRLINES, INC.

As represented by

THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

IN-FLIGHT COMMUTER POLICY

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between HAWAIIAN AIRLINES, INC. (hereinafter referred to as the "Company") and the Flight Attendants in the service of the Company, as represented by the ASSOCIATION OF FLIGHT ATTENDANTS- CWA, AFL-CIO (hereinafter referred to as the "Union").

Effective November 1, 2020

This policy is intended to protect a registered Flight Attendant commuter from a performance infraction if she/he is unable to report for duty in Base after complying with the procedures listed herein. Once registered with In-Flight Management as a commuter, the Flight Attendant is responsible for reporting to assignments, training and other mandatory meetings with Company management in a timely manner. The following provisions are not intended to relieve Flight Attendants of this responsibility and is also not intended to be used as a method of dropping a pairing.

Registered Commuter Flight Attendants may voluntarily choose to utilize, or not utilize, the provisions and protections contained in this Commuter Policy. This policy applies to commuting on any scheduled air service flight.

Commuters are also not exempt from the Company's carry-on baggage policy which is monitored by the FAA. Operating Crewmembers may carry 3 bags onboard. Commuting Crewmembers are limited to 2 bags (or the TSA allowable maximum, if greater) as are our guests.

Registered Flight Attendant Commuter City

If a Flight Attendant is living in a city other than her/his designated domicile, and chooses to utilize this Commuter Policy, she/he must designate an airport as her/his "registered commuter city" with In-Flight Management and such designation will extend to all airports in that metropolitan area (e.g. A Flight Attendant living in NYC could designate JFK as the registered commuter airport and could commute from any airport within a 100 mile radius, i.e. EWR, LGA).

SECTION 34: LETTERS OF AGREEMENT

Flight Listing

If the Flight Attendant commuter is commuting on Hawaiian Airlines, she/he will be required to list for a primary flight and identify a back-up flight with seat(s) available no more than seven (7) days prior to the scheduled departure time of each flight. The flights must be scheduled to have the Flight Attendant arrive in domicile at least thirty (30) minutes prior to report time.

If the Flight Attendant is commuting on an airline other than Hawaiian Airlines, she or he is required to list on a primary and back-up flight with available seat(s). An example of documentation of available seats would be a "screenshot" of seat(s) available for sale on the flight. The flights must be scheduled to have the Flight Attendant arrive in domicile at least thirty (30) minutes prior to report time.

Multi-Flight Commuting: A Flight Attendant may elect to designate a multi-flight routing (e.g. RDU-CLT-LAX) as either a primary or back-up "flight" under this provision.

The cabin jumpseat, if available, may be utilized as the Flight Attendant commuter's primary flight but may not be considered as her/his back-up flight.

A Flight Attendant commuter is not required to list if she/he has purchased and provided proof of a passenger ticket.

Notification Requirements

The Flight Attendant commuter must notify Crew Scheduling if she/he was unable to commute on the primary flight.

The Flight Attendant commuter must notify Crew Scheduling immediately if she/he was unable to commute on the back-up flight.

If the Flight Attendant commuter's flights are significantly delayed and the revised scheduled arrival into Base is within 30 min prior to the Flight Attendant's Report Time, she/he must contact Crew Scheduling to advise of the delay and anticipated arrival into domicile. The Flight Attendant commuter must be on the aircraft for passenger boarding for the flight she/he is working. If a Flight Attendant fails to report to the aircraft for boarding, the Company may elect to not allow the Flight Attendant to take the trip. The Flight Attendant is still responsible for ensuring that the emergency equipment checks are completed.

Documentation in the event of a Commuting Failure

The Flight Attendant commuter must provide documentation to substantiate listing and standing by at the airport for two (2) available flights within seven (7) days after she/he is not able to make assigned check-in in order to be protected from a dependability infraction (missed trip / late sign-in). One of the following will be required to document both the primary and back-up flights.

1. Standby list (printed standby list from CS agent, picture of final stand-by list); or
2. Email listing confirmation and proof that she/he was at the airport (picture from gate; or boarding pass printed from airport)
3. Company may accept other forms of documentation

Re-joining Trip / Pay

If a Flight Attendant commuter arrives in time to report to the aircraft for passenger boarding, she/he will remain on the trip and will not be replaced by a Reserve. However, a Flight Attendant who is more

SECTION 34: LETTERS OF AGREEMENT

than fifteen (15) minutes late checking in for a foreign destination flight requiring a General Declaration (Gen Dec) may be replaced or kept on the flight, at the company's discretion.

The lost time may be removed from the Flight Attendant's schedule and she/he may elect to have the days unblocked and pick up open flying through applicable open flying processes.

1. If a Flight Attendant commuter has an Inter-Island pairing, and was replaced by a Reserve, she/he may rejoin the pairing on its return to the domicile and will replace the Reserve Flight Attendant who was assigned the pairing.

A Flight Attendant shall not receive pay or credit for time missed. A Flight Attendant will be paid and credited for work performed.

Corrective Action Protection

This Commuter Policy protects the Flight Attendant commuter from corrective action if a circumstance is beyond their control. The excusable incidents are:

1. Weather delay or cancellation of flight(s)
2. Mechanical delay or cancellation of flight(s)
3. Unforeseen significant event (e.g. airport security breach, weight restriction denial, broken jetway, gate-hold, etc.)
4. Management may approve additional circumstances

A Flight Attendant who uses this Commuter Policy will not incur an infraction for the first three (3) occasions in a rolling 12-month period.

If a Flight Attendant experiences a commuting failure and it is not covered under this Commuter Policy (either the Flight Attendant did not comply with this Policy or has exceeded the number of allowable commuting failures in a 12-month period), then the failure will be handled in accordance with the Progressive Discipline Policy.

Eligibility to Use the Commuter Policy

Flight Attendants on Probation are not eligible to utilize the Commuter Policy.

IN WITNESS WHEREOF, the parties hereto have adopted and executed this Letter of Agreement this ____ day of December, 2020.

For the ASSOCIATION OF FLIGHT ATTENDANTS-CWA

Joni Kashiwai
MEC President

For HAWAIIAN AIRLINES, INC.

Robin Sparling
Vice President, In-Flight

SECTION 34: LETTERS OF AGREEMENT

Diana Huihui
Chairperson, Negotiating Committee

Doogan Mahuna
Sr. Contract Administrator

Sharon Soper
Member, Negotiating Committee

Ka'imi Lee
Member, Negotiating Committee

Martin Gusman
Member, Negotiating Committee

Jeff Fuke
Member, Negotiating Committee

Paula Mastrangelo
Sr. Staff Negotiator

SECTION 35: DURATION

This Agreement shall become effective as of April 3, 2020, except for those Sections, Paragraphs or Letters of Agreement referencing specific dates other than April 3, 2020, and shall continue in full force and effect until April 2, 2025, and shall renew itself without change thereafter, unless written notice of intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party hereto at least sixty (60) but not more than ninety (90) days prior to April 2, 2025, or April 2nd in any subsequent year.

Notwithstanding the paragraph above, either party hereto may serve written notice of intended changes at least one hundred fifty (150) days and not more than one hundred eighty (180) days prior to the amendable date above.

Should any part of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, act of government agency or decree of court, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

All Letters of Agreement, settlements and agreements not specifically altered by this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement, this _____ day of _____ _____, 2020.

SECTION 35: DURATION

FOR HAWAIIAN AIRLINES, INC:

Jon Snook
Executive Vice President, Chief Operating Officer

Robin Sparling
Vice President, In-Flight

Justin Doane
Vice President, Labor & People Relations

Colin Beard
Director, Crew Planning

Terrance Chariandy
Senior Manager, Crew Scheduling

Doogan Mahuna
Senior People Relations Manager

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

Sara Nelson
International President

Sharon Soper
MEC President

Diana Huihui
Negotiating Committee Chairperson

Ka'imi Lee
Negotiating Committee

Martin Gusman
Negotiating Committee

Jeffrey Fuke
Negotiating Committee

Paula Mastrangelo
Sr. Staff Negotiator