

Tentative Agreement Questions & Answers

Updated April 2, 2020

PAY RATES

Q. Why did we not collapse the pay scale?

Our original economic proposal did collapse the pay scale. We fought for that, but did not achieve it in bargaining.

Q. What is the DOS+1 mean?

DOS = Date of Signing, or the date the agreement was reached. (eg. April 3, 2020). DOS + 1, etc. = one year later, etc. (eg. April 3, 2021; April 3, 2022, April 3, 2022, etc.)

Q. For anniversary day pay upgrade will it be from company hire date or from flight attendant start date for in house hires?

FA pay is based on FA date of hire.

Q. The future pay chart shows our pay increases, but the other airlines' pay remained the same. Are we assuming the other airlines will not get pay increases?

Yes, there are no other scheduled pay increases for FAs at other airlines. In fact, other airlines may enter concessionary bargaining as a result of COVID-19's impact on flying.

Q. We have been without a pay raise for the past 3 years and now it will take 5 additional years to reach a reasonable wage. That's a total of 8 years by the time we get the full potential of our wage increase. Was there a way to get more sooner rather than later?

The big, economic, pieces of a deal are always decided at the end. That is the case in every contract negotiation. The Ratification Bonus (back pay) was negotiated to acknowledge the length of time it took to conclude these negotiations. While it does not make a Flight Attendant whole for the period of no raises, it does provide partial compensation.

If there had been the opportunity – and the will – on the other side, we certainly would have concluded this earlier. The NC and the entire Hawaiian Union leadership is in the same situation as the members – and we certainly would have liked to see the money sooner. Unfortunately, negotiations that extend years beyond the amendable date are not uncommon in our industry due to the structure of our labor law. The pressure Flight Attendants put on management during this past year kept management at the bargaining table because they did not want this distraction when facing the current industry crisis.

RATIFICATION BONUS/RETRO PAY

Q. What is the status of the Ratification Bonus? (3.29)

We are in the process of working with the company's finance point person on calculating the distribution of the Ratification Bonus. He has access to confidential W2 information for 2017, 2018, and 2019 for each FA.

As you recall, when we ratified the 787-9 New Equipment Letter of Agreement, we negotiated a 3% Ratification Bonus. The 3% translated into about \$3M. Each Flight Attendant's portion of the \$3M was determined by their W-2 earnings. Along with that, we set aside a minimum amount to be distributed to people who were unable to work, or who had just started, and who would have therefore received a

bonus of a few dollars or nothing at all. In the end the set aside had a minimal impact on the rest of the Flight Attendant's distribution, but there was a slight adjustment.

That is the reason why we cannot, at this time, provide anyone with an exact formula of what their share of the Ratification Bonus will be. We have been working in the Finance department to get those numbers together in a workable model so the MEC can decide what an appropriate set aside would be and how it would impact people's distribution. We have to say again that with the 787-9 Ratification Bonus the net adjustment per individual was not significant. In any case we hope to get those numbers from the company as early as tomorrow (Monday).

To get a general idea of what the TA Ratification Bonus would look like you could look back at the 787-9 Ratification Bonus payment. The TA Ratification Bonus pool is \$19.5M, which is 6.5 times larger than the 787-9 bonus. If you flying hasn't changed much between then and now, and you have been a FA since 2017, you could multiply your 787-9 bonus by 6 to get a general idea of what your payment would be. Of course, if your pay rate has changed, that may also affect your payout.

Q. Would we get back pay from Jan 1, 2017?

The ratification bonus calculation will be based on a Flight Attendant's wages back to 2017 to capture those years that s/he did not receive pay increases.

Q. Did the pilots get a lump sum bonus or were they also paid out over 12 months?

The pilots were paid out in lump sums. However, that was a different time and situation. Today, Hawaiian Airlines, like every other air carrier right now, is in a critical cash conservation mode. They are trying to get employees off the payroll; they are even taking corporate cell phones from some management employees. The company simply could not pay out millions of dollars on top of the additional tens of millions of dollars our negotiated improvements will entail.

Q. Back to the ratification/retro pay... why has our union decided to the payout using the % of our W2 earnings? As FAs, haven't we all gone through the same training and do the same job? Isn't this a bonus that should be equally shared amongst all 2000 FAs? Our flight line is all about seniority, which receives perks earned through "longevity".

The structure we will be using is a common one among unions that recognizes that employees have gone without pay increases every year. The pilots' bonus pay was also based on W2 wages. More junior flight attendants (less than 20 years of service as a FA) get pay increases each year. FAs in years 20+ are "topped out" and do not receive any pay raises at all. This method recognizes the potentially "lost wage increases" because negotiations took 3 years. Profit sharing is also based on W2 wages even though all employees contribute to the company's success.

Q. Senior FAs who "retired" also receive and/or share the ratification pay?

A Flight Attendant must be on the seniority list as of the date of ratification in order to receive the Ratification Bonus. Those who have already retired are not eligible.

Q. Can the bonus/retro be paid after we return from our leave or Voluntary Furlough?

We are exploring that possibility with the company and will keep you updated. We do not want bonus payments to reduce unemployment benefits.

Q. Sorry just to clarify - will the formula for the back pay be shared with us so we could do the calculation?

Yes, once the MEC finalizes the payout calculation, it will be shared with the membership.

Q. How does the bonus/retro pay affect those of us taking VF for unemployment?

Whether or not a FA's employment benefit is impacted by the bonus pay is determined by the state government. AFA has reached out for clarification and we are in contact with management to delay the bonus payments for FAs who are on unemployment if their benefit would be impacted. We will keep you posted.

Q. Would the Ratification Bonus be a fixed amount per FA?

No. The Ratification Bonus will be based on a FA's W2 earnings so it will be different for each individual FA.

Q. How will the Ratification Bonus be taxed?

The bonus payments will be taxed as regular wages. The payments will be included in your regular paychecks.

A321 NEO and 787-9 STAFFING

Q. Will we still be able to do hub turns on the NEO with 4 Flight Attendants. (3.31)

Yes, you will still be able to build hub turns on the NEO with 4 Flight Attendants. One of the rules for a legal hub turn is that the duty time cannot exceed 14 hours, which is the FAR maximum for operating the NEO with 4 Flight Attendants.

Q. What guarantees do we have if any that the service on the A321 will be kept at that reduced plan? In giving up a body on the A330 it was supposed to be offset by a reduction in required services (pau Hana sales / AG forms completed outside, etc) which in reality wasn't implemented.

There was no signed agreement to that detailed the service changes on the A330. For the service change on the A321, we have a detailed, signed agreement that outlines what the service will be on that aircraft. They cannot change it.

It is important to understand that no other carrier has been able to negotiate the details of service onboard the aircraft, or more importantly, staffing. We have input into staffing because of our existing Contract when a new aircraft is put into service. Hawaiian is the only contract that dictates the staffing onboard the aircraft. All other carriers start with FAA minimum staffing and add FAs at management's sole discretion. All other carriers fly the US mainland – HI with four FAs on the A321neo.

Q. Do we have a seat capacity on the 787 yet? how can we okay taking away a flight attendant when we don't even know passenger capacity?

The seating capacity on the 787-9 is set at 301 total passengers, 23 more than our A330-200 aircraft.

Q. Why not do crew-to-load for the A321 aircraft instead of negotiating to a loss of a whole body on each flight?

If we could have avoided losing a body, we would have. Management was insistent on reducing staffing in order to achieve cost savings. Reducing staffing was one of the two major concerns the company demanded be addressed in order for there to be an agreement.

Q. Can we increase premium pay (like 717) on a321 neo, due to staffing reduced ?

There were no changes to the premium pays due to the staffing change on the A321 neo.

Q. Did all of our voting for 787 go out the door?

All the improvements in the 787 LOA are in place. Everyone received the 3% bonus payment. The premium pays negotiated are still intact. 787-9 on-board rest provisions on ER flights and crew meal improvements. Also we secured the right for pass-riding FAs to use the LDMCR if not occupied.

Q. With the removal of a body on 787, will service be amended?

We don't have a service for that aircraft yet. Per Section 29.H. and 29.I. of the Contract, management must work with AFA to determine what that service will be.

Q. So with the loss of the body on the 321 and that aircraft compiling most of our fleet does that mean they will be getting rid of some flight attendants?

In order to address that concern, we negotiated that this provision would not go into effect until January 1, 2017. This provision will require less staffing while other provisions such as creating an average minimum day in the international operation – where the A321neo flies – will require increases in staffing. In 2021 when the staffing change will take place, Hawaiian starts taking delivery of the 787-9s which will be additional aircraft, not replacement aircraft.

RESERVES

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Q. Would the company or the AFA be able to change the new Reserve “rules” after the TA gets approved if it’s not working for the company or the Flight Attendants?

The AFA could make changes if we thought it would help the reserves if the company agreed to do so.

Q. What is the new system? How did it get to be this way? (3.30)

The new reserve system is similar to a PBS system for bidding monthly schedules, but used on a daily basis for self-assignment. In addition, it limits the number of Reserve Availability Periods (RAPs) that the company can create to call out standbys. Finally, there is a set order to follow when calling standbys for assignment from RAPs. There are now clear rules in place for awarding trips, creating and filling RAPs, and calling reserves out for flight assignments from these RAPs. These were the reserve Flight Attendants’ concerns when we conducted the survey prior to starting negotiations. There were complaints of favoritism about the awarding of trips prior to printing of the Daily Flight Schedule and when being called in for a trip off of standby. In addition there were a multitude of RAPs on the Daily Flight Schedule so people really didn’t know if or when they would be called out. The new reserve system addresses all of these concerns.

Q. It seems scheduling uses the term “for the protection of operational purposes” a lot to their advantage, specifically towards reserves. Has there been talks about eliminating or reducing the usage of that verbiage?

The new reserves provisions we negotiated are designed to reduce the amount of discretion exerted over reserves. The TA lays out a strict process of how reserve assignments are made and on what criteria and in what order.

Q. When saying it’s a preference for a reserve assignment can the company still use the operational needs card and not give the assignment based on seniority like they do today?

The new reserve language greatly increases the amount of control reserves have over their assignments to open flying, and gives them trip ownership once assigned. It spells out the order in which the trips will be assigned to reserves. We tried to spell out the rules as clearly as possible to maximize transparency and predictability for all users, both FAs and schedulers.

LANGUAGE QUALIFIED

Q. Will Service Language Qualified FA positions be eliminated with the new contract? (4.01)

The company did negotiate the ability to replace Service level positions with Lead level positions on Asia flights, however, they do not see doing that at any time in the near future. As we all know the company has been hiring only Lead qualified language Flight Attendants for quite some time. This was done in anticipation of the Joint Venture agreement with JAL. The company believed that a JAL Joint Venture would require Hawaiian to provide a higher level of service on the aircraft. Now that the Joint Venture has been denied, indicators are that it will be some time – perhaps years - before the company considers re-applying for antitrust immunity. Again, in the near term Inflight does not intend to eliminate the Service positions on Asia flights. The transition itself would take a long time, and in the end Service qualified FAs would still be Flight Attendants on the seniority list. In anticipation of this transition, provisions were negotiated that provide Service level Flight Attendants with the ability to be partially reimbursed for education expenses incurred in the effort to qualify as a Lead language qualified Flight Attendant.

Q. Under the LQ premium BC class has a "lead" and Main cabin "lead" pay increase. Does this mean that the union and the company has agreed to eliminate the "service" position in the main cabin?

The company negotiated a transition to all-Lead qualified (i.e. interpreters qualified at a level of "fluent") on Asia routes. Interpreters currently qualified at the service-only level will continue to be so qualified, but the number of positions available for them to bid will be reduced and then eliminated. Given the current climate in the industry, management has told us that this program change has been pushed back years

Q. Will the staffing levels of Language Qualified Flight Attendants change if the company eliminates Service positions?

No, the staffing levels will not change. We will continue to have three (3) Language Qualified Flight Attendants on Japan flights, which is the same number or as or fewer than the three major US carriers operate with on their flights to and from Japan.

Q. How will the Hawaiian Language Qualified positions work?

The 'ōlelo Hawai'i Language Qualified pay was created to recognize the contributions made by Hawaiian speaking Flight Attendants *on designated ōlelo flights*. Although the ōlelo Hawai'i flights are an extension of Hawaiian's commitment to honor and share our Islands' unique culture, the Flight Attendants working these flights were not receiving any additional pay for their work

RETIREMENT

Q. Will the DOH retirement passes on HAL increase in this TA?

There was no change to the retirement pass provisions in this TA.

Q. Is there a minimum age requirement for the R-HRA?

No, it's a years-of-service requirement.

Q. Was there any attempt to raise the company 401k contribution?

Yes. In the end, we negotiated higher wages. The contribution rates of 5% company contribution with a matching contribution of 2% (2.5% for 20+ years of service) remain unchanged.

OAK/SFO DOMICILE

Q. What are the details of the Commuter Policy? Is it only for OAK and LAX? (3.30)

The details of the commuter policy haven't been finalized, but there is now Letter of Agreement to create one with industry-standard provisions in our contract. The commuter policy would apply to anyone who is commuting from somewhere other than their domicile to report to duty. The policy would allow Flight Attendants who have shown they have made a reasonable attempt to commute to their flight and were unable to do so (a commuting fail) because of weather, cancellations, or other factors outside of their control, would not be charged for a missed flight. This works for the company because it allows them to plan ahead for a vacancy on a flight and Flight Attendants would be less likely to use sick leave for a potential missed flight. It works for the Flight Attendant because they could get off the flight without incurring a missed flight charge, and they would not have to scramble to try to find someone else to take their flight or be tempted to call in sick. There will be a limited number of commuting fails allowed, so overall the policy will help both the commuting Flight Attendant and the company, and there will be a provision to prevent abuse.

Q. How does the alternate check-in point work? Does that mean you could check in at SFO & then a DH transportation would take you to OAK?

All groupings must originate out of, and return to the same airport. If there is a diversion (for example – your grouping departs SFO and, upon return, has to divert to OAK for a mechanical) the FA would be surface deadheaded back to SFO with 100% surface dead pay and duty. The DH transportation provision in the domiciles language is designed for irregular operations.

Q. How many flights will we move to the new OAK and SFO bases?

We don't know at this time, and with the current drawdown in flying, that determination has yet to be made. We aren't even sure how soon the company will exercise this ability to open the Bay Area domicile.

INSURANCE

Q. Will CompMED be offered to Flight Attendants? Will it be taken away? (3.30)

The company is not contractually obligated to offer CompMED to Flight Attendants. CompMED was first introduced by the company a number of years ago as a basic medical insurance plan for new employees. It has lower monthly premiums but higher deductibles for services. New employees in other departments were automatically enrolled in CompMED, but AFA and ALPA did not enroll their members in the plan because our plans have better coverage. The future of CompMED at Hawaiian is uncertain. If you have enrolled in CompMED the company will continue to support the plan, but they may not keep it in the future and they not allowing new enrollees.

Q. Will the medical plans we have today change?

No, the plans will not change. Your coverage and benefits will improve but it will be the same plan.

Q. Can you please clarify again the \$1500 out of pocket?

Contractually, our out-of-pocket payments for covered medical expenses is capped at \$1500. (CBA Section 32.C.1.). This is an outstanding provision since the runaway out-of-pocket costs of an illness or injury can financially ruin someone. This provision lessens the chance of that happening.

Q. With the proposed raise and the medical increase, what does the raise actually work out to be?

There is no single answer to this question. Every Flight Attendant will have a different situation. Today, each FA pays a premium for medical insurance based on his/her salary (1.5% or 2%), so each FA pays a different premium. The more you work, the more you pay for medical today.

Under the TA, every FA would pay the same premium for the same tier in a specific medical plan. Additionally, there is no “across the board” increase to pay rates. Pay steps received different increases, so it is not possible to give a general answer. One must look at each individual FA’s situation.

GENERAL

Q. VOTING / INVOLUNTARY FURLOUGH: Am I able to vote if I am involuntarily furloughed? Can I pay my dues to stay active and vote?

Yes, depending on what month a Flight Attendant involuntarily furloughed is receiving furlough pay and is considered active with AFA. There is no option for an involuntarily furloughed Flight Attendant not receiving furlough pay to pay dues and remain active.

Q. VOTING: I am delinquent in paying dues. How quickly will I be able to vote if I just paid my dues on-line?

Oftentimes people ineligible to vote will contact AFA to make the payment, at that point their voting account is activated. If they make a payment on their own, AFA will know later the next day once the money is processed.

Q. GOVERNMENT BAILOUT: Is true that Hawaiian will not get Federal grants if they have outstanding disputes with their unions?

No. This is not true. The Coronavirus Aid, Relief, and Economic Security (CARES) Act does not have any such requirement.

Q. LOW TIME/MINIMUM HOURS: Were there any changes to Low Time Lines? Is there a minimum number of hours we need to fly to keep our benefits?

There are no changes to Low Time Lines and there isn’t a minimum number of hours you need to fly to maintain benefits. The company had proposed a minimum threshold of 420 hours for benefits, but we rejected that proposal.

Q. SICK LEAVE & VACATION MAKE-UP: Has anything been done to prevent the abuse that has been happening with sick leave and vacation make-up?

These provisions have been changed. A Flight Attendant still has the ability to make up trips missed due to sick leave or cancelled vacation, but when they do so it will be at their seniority. People will still be able to make up time but without super-seniority.

Q. DURATION: What is the term (duration) of the proposed contract?

Five (5) years, though April of 2025.

POSTING INFO

Q. Will the MEC post the formula for the payout before the vote because that will impact the way I vote?

Yes – AFA is working with the company's finance personnel who has access to confidential W2 information to run different scenarios and ensure that the final formula is equitable.

Q. Where will the slides and info be accessible?

All materials relating to the tentative agreement and ratification will be posted at afacontract2017.org.

Q. Will all the webinars include have all the same information? Or will each webinar be new/updated information?

The webinar presented on 3/25/2020 has been recorded and will be replayed every day to keep the information consistent. If there is a need to update or correct any information in the webinar, we will notify FAs.

Q. Where can I read the TA? Will we be getting a copy of the TA? Is the TA written somewhere so I can see it?

All materials relating to the tentative agreement, including the full language of the TA and ratification will be posted to afacontract2017.org.