

**HAWAIIAN AIRLINES
2020 FLIGHT ATTENDANT AGREEMENT**

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.

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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).
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
<u>A321</u>	<u>4 Flight Attendants</u>
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.

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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.

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

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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.
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.

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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.

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.

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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 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.

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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.

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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.

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.

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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.

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. Staffing Formula

1. Flight Attendant Minimum Staffing Formula
 - 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.

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- 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.

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.

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