

**HAWAIIAN AIRLINES  
2020 FLIGHT ATTENDANT AGREEMENT**

**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.

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**D. Outside Employment**

Any Flight Attendant covered by this Agreement on leave of absence who secures 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.

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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.

**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.

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|  |                        |
|--|------------------------|
| 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. |                        |
| _____<br>Signature   | _____<br>Date          |
| _____<br>Address   | _____<br>Telephone No. |

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

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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 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

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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:
  - 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 1<sup>st</sup> through the 10<sup>th</sup> 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

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- 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 11<sup>th</sup> of the month by 1700, local domicile time and Flight Attendants not granted leaves shall be waitlisted.
  - 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

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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.
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.



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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.

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