

**HAWAIIAN AIRLINES
2020 FLIGHT ATTENDANT AGREEMENT**

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.

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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 investigation and 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 investigation and 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.

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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.

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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 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

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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.

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.

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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.
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.

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- 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.
- 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

<u>COMPANY LETTERS</u>	<u>Digital Copy of Letter</u>	<u>Certified Letter</u>
<u>Held out of Service</u>	<u>MEC President</u>	<u>Flight Attendant</u>
<u>Notice of Investigation</u>	<u>MEC/LEC Grievance Chairpersons</u>	
<u>Charge Letter</u>	<u>LEC President</u>	
<u>Notice of Hearing</u>	<u>AFA Staff Attorney</u>	
<u>Hearing Decision</u>	<u>AFA Paralegal/Grievance Specialist</u>	
<u>Notice of Appeal Hearing</u>		
<u>Appeal Decision</u>		

<u>AFA LETTERS</u>	<u>Digital Letter</u>	<u>Digital Copy of Letter</u>
<u>Request for Appeal</u>	<u>Vice President, In-Flight</u>	<u>Flight Attendant</u>
<u>Appeal to System Board</u>	<u>Vice President, Labor Relations</u>	
<u>Withdrawal</u>	<u>Sr. Contract Administrator</u>	
	<u>Executive Assistant, In-Flight Specialist, Labor Relations</u>	

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2. 23.B. Disciplinary Letters (Letters of Warning)

<u>COMPANY LETTERS</u>	<u>Digital Copy of Letter</u>	<u>Certified Letter</u>
<u>Notice of Hearing</u>	<u>MEC President</u>	<u>Flight Attendant</u>
<u>Hearing Decision</u>	<u>MEC/LEC Grievance Chairpersons</u>	
<u>Notice of Appeal Hearing</u>	<u>LEC President</u>	
<u>Appeal Decision</u>	<u>AFA Staff Attorney</u>	
	<u>AFA Paralegal/Grievance Specialist</u>	

<u>AFA LETTERS</u>	<u>Digital Letter</u>	<u>Digital Copy of Letter</u>
<u>Grievance Letter</u>	<u>Vice President, In-Flight</u>	<u>Flight Attendant</u>
<u>Request for Appeal</u>	<u>Vice President, Labor Relations</u>	
<u>Withdrawal</u>	<u>Sr. Contract Administrator</u>	
<u>Appeal to System Board</u>	<u>Executive Assistant, In-Flight</u>	
	<u>Specialist, Labor Relations</u>	

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3. 23.C. Non-Disciplinary Grievances

<u>AFA LETTERS</u>	<u>Digital Letter</u>
<u>Grievance Letter</u>	<u>Vice President, In-Flight</u>
<u>Request for Appeal</u>	<u>Vice President, Labor Relations</u>
<u>Withdrawal</u>	<u>Sr. Contract Administrator</u>
<u>Appeal to System Board</u>	<u>Executive Assistant, In-Flight</u>
	<u>Specialist, Labor Relations</u>

<u>COMPANY LETTERS</u>	<u>Digital Letter</u>
<u>Notice of Hearing</u>	<u>MEC President</u>
<u>Hearing Decision</u>	<u>MEC/LEC Grievance Chairpersons</u>
<u>Notice of Appeal Hearing</u>	<u>LEC President</u>
<u>Appeal Decision</u>	<u>AFA Staff Attorney</u>
	<u>AFA Paralegal/Grievance Specialist</u>

4. 23.D. MEC Grievances

<u>AFA LETTERS</u>	<u>Digital Letter</u>
<u>Grievance Letter</u>	<u>Vice President, In-Flight</u>
<u>Withdrawal</u>	<u>Vice President, Labor Relations</u>
<u>Appeal to System Board</u>	<u>Sr. Contract Administrator</u>
	<u>Executive Assistant, In-Flight</u>
	<u>Specialist, Labor Relations</u>

<u>COMPANY LETTERS</u>	<u>Digital Letter</u>
<u>Notice of Hearing</u>	<u>MEC President</u>
<u>Hearing Decision</u>	<u>MEC Grievance Chairperson</u>
	<u>AFA Staff Attorney</u>
	<u>AFA Paralegal/Grievance Specialist</u>

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