#### **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 <u>five</u> (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 <u>five</u> (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 Flight Attendant shall not be eligible for the

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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.

### 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 (90:00/105:00/110:00) 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

### **SECTION 7: HOURS OF SERVICE**

(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 <u>five/</u> 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

### **SECTION 7: HOURS OF SERVICE**

0900 the day prior to her/his next reserve duty day, if she/he wishes to maintain the eighty-five (85) hour maximum.

- (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:

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### STANDARD CREWS

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

- <sup>a</sup> Effective January 1, 2021 (5 Flight Attendants until December 31, 2020)
- <sup>b</sup> If international grouping contains one (1) interisland segment
- 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.
- 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).

### **SECTION 7: HOURS OF SERVICE**

### 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	<u>1/2</u>	<u>5</u> ª	<u>16</u>	<u>18</u>
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 <sup>b</sup>	16	18
A330-200 ER Flight	1/2	11 <sup>b</sup>	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
<u>787-9</u>	<u>1/2</u>	<u>10</u>	<u>16</u>	<u>18</u>
<u>787-9</u>	<u>1/2</u>	<u>11</u>	<u>17</u>	<u>19</u>
787-9 ER Flight	<u>1/2</u>	<u>11</u>	<u>16</u>	<u>18</u>
787-9 ER Flight	<u>1/2</u>	<u>12</u>	<u>17</u>	<u>19</u>

<sup>&</sup>lt;sup>a</sup> Effective January 1, 2021 (6 Flight Attendants until December 31, 2020)

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).

### **SECTION 7: HOURS OF SERVICE**

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) <u>Duty Period shall only contain a single flight segment fewer than seven</u> (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

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

<sup>\*</sup>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

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days either during the monthly bidding process or during the month by picking up and/or trading.

- 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.

#### 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

### **SECTION 7: HOURS OF SERVICE**

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:

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.

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(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.

(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

<sup>\*</sup> 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 one hour and thirty minutes (1:30) prior to pick-up (roll) time from the hotel.

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- 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).

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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 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.

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(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).
- (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.

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(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.

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- (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 (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

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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

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<u>Seniority Order</u> 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 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.

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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.
- 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.

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### F. Exceeding Duty Periods

- 1. Interisland
  - 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.

### Interisland Maximum Duty Time Calculation

Report Time + 12 hrs -

Any Round Trip<sup>1</sup> w/ the potential to take the FA over 12 hrs

- 20 min<sup>2</sup> (for 717) - 15 min =

The time FA must depart from the blocks in domicile

- <sup>1</sup> Using published block times in bid packet
- <sup>2</sup> 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

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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 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
  - (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

### **SECTION 7: HOURS OF SERVICE**

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 onduty 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

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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.
- (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

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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.

#### 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.

### Recalling Flight Attendants on Days Off

- 1. 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:
  - a. Volunteers for Recall

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- (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

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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:
  - (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.

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- 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.
  - (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

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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.

### 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

### **SECTION 7: HOURS OF SERVICE**

flight. Such assignment may have a departure time more than fifteen (15) minutes after the block-in of her/his last flight.

- (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

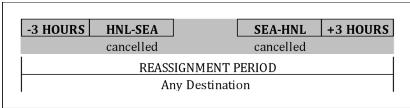
The published schedule of any International Flight Attendant may be changed with her/his consent. Absent consent, a Flight Attendant shall be reassigned only in the following manner:

- 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.)

**SECTION 7: HOURS OF SERVICE** 

**EXAMPLES:** 

### **EXAMPLE #1**



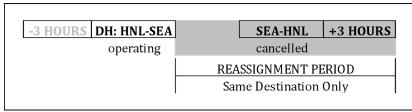
### **EXAMPLE #2**

-3 HOURS	HNL-SEA	SEA-HNL	+3 HOURS
	cancelled	operating	
REAS	SIGNMENT PERIOD		
Sam	e Destination Only		

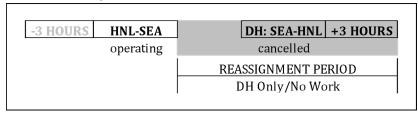
### **EXAMPLE #3**

-3 HOURS DH: HNL-SEA	SEA-HNL +3 HOURS
cancelled	operating
REASSIGNMENT PERIOD	
DH Only/No Work	7

### **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.)

**SECTION 7: HOURS OF SERVICE** 

**EXAMPLES:** 

### **EXAMPLE #1 – 3 DAY GROUPING**

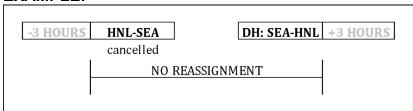
-3 HOURS HNL-PHX +3 HOURS	RON	-3 HOURS PHX-HNL +3 HOURS
cancelled		cancelled
REASSIGNMENT PERIOD	NO	REASSIGNMENT PERIOD
Any Destination	REASSIGNMENT	Any Destination

### **EXAMPLE #2 – 4 DAY GROUPING**

-3 HOURS HNL-SYD +3 HOURS	RON	RON	-3 HOURS	SYD-HNL +	3 HOUR
cancelled				operating	
REASSIGNMENT PERIOD					
Same Destination					

(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.
  - (b) The Company will make every effort to maintain crew identity when scheduling Bid Flight Attendants for make-up as provided in Paragraph

### **SECTION 7: HOURS OF SERVICE**

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.
  - (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:

#### **SECTION 7: HOURS OF SERVICE**

- (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. Uncovered groupings two or more days prior to departure. 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.

### 2. 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:
  - (1) <u>Assigned to a Bid Flight Attendant in inverse order of seniority for make-up</u> 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

#### **SECTION 7: HOURS OF SERVICE**

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.
  - <u>a.</u> Assigned to Part Time Flight Attendants to maintain their active status by flying once per year on available work days.
  - <u>b.</u> 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.
  - <u>d.</u> 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.).
    - (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.

### **SECTION 7: HOURS OF SERVICE**

- (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:
  - <u>i.</u> Flight Attendants on the volunteer add-on list in order of seniority.
  - <u>ii.</u> Reserve/Interisland Reserve Desk Flight Attendants who are scheduled for less than eight (8) hours on duty in inverse seniority order.
  - <u>iii.</u> 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
- 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

### **SECTION 7: HOURS OF SERVICE**

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

### **SECTION 7: HOURS OF SERVICE**

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 <u>Vice President</u> 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.

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

### **SECTION 7: HOURS OF SERVICE**

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.
- 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

### 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

#### **SECTION 7: HOURS OF SERVICE**

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 onduty 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;
- 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:

### **SECTION 7: HOURS OF SERVICE**

- 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:
  - 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. Bid Flight Attendants Not Required to Check Out

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

### Z. Non-Published International Charter Flights

 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.

#### **SECTION 7: HOURS OF SERVICE**

### 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 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

### **SECTION 7: HOURS OF SERVICE**

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.
- 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.
- 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.

### **SECTION 7: HOURS OF SERVICE**

### 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 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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