

**HAWAIIAN AIRLINES  
2020 FLIGHT ATTENDANT AGREEMENT**

**SECTION 34-15: BOEING 787-9 NEW AIRCRAFT**

**LETTER OF AGREEMENT**

between

**HAWAIIAN AIRLINES, INC.**

and

**THE FLIGHT ATTENDANTS**

in the service of

**HAWAIIAN AIRLINES, INC.**

as represented by

**THE ASSOCIATION OF FLIGHT ATTENDANTS—CWA, AFL-CIO**

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**BOEING 787-9 NEW AIRCRAFT**

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**THIS LETTER OF AGREEMENT** is made and entered into in accordance with the Railway Labor Act, as amended, by and between Hawaiian Airlines, Inc., hereinafter referred to as the “Company,” and the Flight Attendants in the Service of Hawaiian Airlines, Inc., as represented by the Association of Flight Attendants—CWA, AFL-CIO, hereinafter referred to as the “Association,” and jointly, hereinafter referred to as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the Company has notified the Association of its intent to acquire new Boeing 787-9 aircraft (“New Aircraft”); and

**WHEREAS**, Section 27.C. of the Hawaiian Airlines Flight Attendant Agreement (“Agreement”) requires the Parties to negotiate wages, rules and working conditions relative to such New Aircraft; and

**WHEREAS**, the Parties recognize the mutual benefits of such fleet improvements for both the Company and for the Flight Attendants of Hawaiian Airlines

**NOW, THEREFORE**, the Parties agree as follows:

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**A. Crew Complement**

1. The table in section 7.C.2.b. shall be amended to read as follows:

STANDARD CREWS

Aircraft	Classes Of Service	Number of F/A	Scheduled, Rescheduled Or Reassigned	Maximum Actual On-Duty
DC-10	1	9	14	16
DC-10	2	10	14	16
DC-10 (305 seats or more)	1	9	14	16
DC-10 (305 seats or more)	2	11	14	16
767-300	1/2	8	14	16
767-300 ER Flight	1/2	9	14	16
A330-200	1/2	8	14	16
A330-200 ER Flight	1/2	9*	14	16
A350-800	1/2	10	14	16
A350-800 ER Flight	1/2	11	14	16
787-9	1/2	10	14	16
787-9 ER Flight (315 seats or less)	1/2	10*	14	16
787-9 ER Flight (More than 315 seats)	1/2	11	14	16

\*Crew-to-load at 80%, TA provision

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b. The table in Section 7.C.2.d. shall be amended to read as follows:

AUGMENTED CREW

Aircraft	Classes Of Service	Number of F/A	Scheduled, Rescheduled Or Reassigned	Maximum Actual On-Duty
DC-10	1	10	16	18
DC-10	1	11	17	19
DC-10	2	11	16	18
DC-10	2	12	17	19
DC-10 (305 seats or more)	1	10	16	18
DC-10 (305 seats or more)	1	11	17	19
DC-10 (305 seats or more)	2	12	16	18
DC-10 (305 seats or more)	2	13	17	19
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*	16	18
A330-200 ER Flight	1/2	11*	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
787-9	1/2	11	16	18
787-9	1/2	12	17	19
787-9 ER Flight	1/2	12	16	18
787-9 ER Flight	1/2	13	17	19

\*Crew-to-load at 80%, TA provision

3. North America 787-9 One-Way Staffing Carve Out:

- a. The “North American 787-9 One-Way Staffing Carve Out” provisions shall apply to flights satisfying all of the below criteria:
  - i. Flights must be between Hawaii and North America destinations
  - ii. Duty period shall only contain a single flight segment fewer than seven (7) hours.
  - iii. Shall not apply to augmented duty periods.

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b. For flights meeting the criteria in 3.a., above, the below staffing chart shall apply:

Aircraft	Classes Of Service	Number of F/A	Scheduled, Rescheduled Or Reassigned	Maximum Actual On-Duty
787-9 (320 seats or less)	1/2	9 <sup>†</sup>	14	16
787-9 (more than 320 seats)	1/2	10	14	16

<sup>†</sup>Increased by one (1) for groupings constructed for the bid months of February, March, April, September, October, and November

4. Staffing for Turns Originating out of the LAX Domicile on the A330-200 (effective with the September 2018 bid month).
  - a. Turns will be staffed with one (1) additional Flight Attendant (from 8 to 9) for groupings constructed for the bid months of February, March, April, September, October, and November

**B. Jumpseats**

1. 787-9 aircraft shall be provisioned with a minimum of twelve (12) cabin jumpseats.
2. There shall be no weight and balance restriction for jumpseats on 787-9 operating interisland. Flight Attendant access to available cabin jumpseats on interisland flights operated by 787 aircraft shall be consistent with LOA #10, "Interisland Jumpseat Procedure;" by including occupied jumpseats in the load planning for a flight. In the event weight and balance restrictions limit an International flight operated by 787 aircraft such that not all cockpit and cabin jumpseats may be occupied, Flight Attendant seniority date shall be the date used for Flight Attendants to determine priority, compared to HA Pilots, for being accommodated.

**C. Crew Rest Facilities and Breaks**

1. 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, extended duty, and augmented flights. The bedding packet shall include one (1) twin-sized cloth sheet, one (1) twin-size blanket of suitable heft, one (1) standard-sized pillow and case, or two (2) First Class pillows.
  - b. Per Section 7.D.2.f.(18), crew-bunk rest facilities, whenever present, shall be accessible to Flight Attendants working the flight. Additionally, deadheading Flight Attendants may

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access the crew rest facilities in Flight Attendant Seniority order so long as doing so does not interfere with access by working Flight Attendants.

- c. Per Section 7.D.2.f.(19) 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 C.1.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 C.1.d.ii., above, may be extended for one (1) additional flight segment.
2. In the event that crew rest bunk facilities in the OFAR are not serviceable for 787-9 flights:
- a. 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 last three (3) middle rows of the aircraft for crew rest to a minimum of nine (9) seats. The last two (2) 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.
  - b. 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).

3. Crew resting station. Modify 7.D.2.f.(1)

Rest On Board the Aircraft – International

- a. The Company shall block passenger seats for the exclusive use of the Flight Attendants as a primary rest station. Such crew rest seats shall be the last one (1) center row on all International aircraft, shall be contiguous if more than one (1) seat is available, shall have

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normal recline, shall be curtained off, and shall be marked or designated for Flight Attendant use on a “last sold/assigned” basis (Z blocked).

- b. In addition, the Company shall block the one (1) last row of passenger seats on aircraft left (AB on the A330-200, ABC 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).
  - 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.
4. Crew Bunks.  
7.D.2.f.(13) modified to state “rest facilities shall receive a deep cleaning on the same schedule as the 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.
5. Crew Rest Onboard the Aircraft on Flights of Seven (7) Hours or More  
*[7.D.2.f.(14) amended as follows:]*
- (14) 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.
    - (a). 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.
    - (b). 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 hours.
    - (c). 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.

**D. General**

- 1. New Aircraft language. Insert 787-9 into 27.C.1. and 27.C.2
- 2. Service Issues The parties shall negotiate and agree on inflight service requirements on the 787-9 aircraft subject to AFA’s agreement which shall not be unreasonably withheld. 27.C.4/29.I.4.

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3. **Modify 27.AC Crew Baggage**  
The Company shall arrange to have crew checked baggage loaded last and off loaded first (along with the first class baggage). The Company shall provide Hawaiian Airlines crew identification tags, unless crew designated baggage is issued, which shall be prominently displayed on all checked baggage. New A330/A350/787-9 aircraft shall be provisioned with locked stowage facilities sufficient in size to accommodate two (2) pieces of Company-approved carry-on luggage/baggage for each working crewmember.
  
4. **Aircraft Design Committee:**  
The Company shall meet and confer with AFA Aircraft Design Committee members to discuss the parties' mutual interests and concerns on the new 787-9 aircraft interior design specifications and to allow the Association to review and comment on the proposed interior configuration and specifications, with the Company retaining the sole right to make a final decision.

**E. Compensation:** below premiums effective for 787-9, effective with a/c being put in service

1. **Compensation (787-9 Aircraft)**
  - a. **Premiums :**
    - i. **First Flight Attendant (FFA) 3.C.1.**
      1. **FFA:** \$6.25 (discuss and agree on duties)
      2. **ER/ED\* FFA:** \$7.25 (discuss and agree on duties)

\*add new definition in 2.BB: Extended Duty
    - ii. **Galley Pay 3.C.2.** \$2.50
    - iii. **Coach Lead Flight Attendant 3.C.2.(a.)** \$2.50
  - b. **Understaffing 3.F. (on 787-9)** \$10.50
  
2. **Signing Bonus at date of ratification:**  
  
3% of 2018 projected Flight Attendant Payroll to be apportioned at AFA direction to be paid upon tentative agreement ratification.

**F. Legal and Expenses**

1. The Company shall reimburse the Association for all expenses, including Flight Pay Loss, incurred for the negotiation of this Letter of Agreement. Such reimbursement shall be made within sixty (60) days of receipt of the expenses from the Association.
  
2. This LOA is contingent upon successful consummation of purchase/lease agreement(s) between the Company and the manufacturer and/or lessor of the aircraft covered by this agreement.
  
3. Except as otherwise specified, this Letter of Agreement shall be effective as of the date of ratification and shall remain in effect concurrently with the Flight Attendant Agreement.
  
4. Any provision of the Flight Attendant Agreement not specifically altered by this Letter of Agreement remains in full force and effect

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**G. Inflight Crew Meals**

1. AFA and the Company acknowledge that the crew meals provided to Flight Attendants should be improved in content, variety, quality, and be appropriate for the time of day.
2. AFA and the Company shall form a working group which shall report regularly to the Vice President, In-Flight Services. The working group shall hold regular meetings, at least monthly, until a final resolution is reached to improve the Flight Attendant crew meals.
  - a. Two (2) AFA representatives and at least two (2) company representatives, including the Sr. Director of In-Flight Planning and the Sr. Manager of Catering, shall attend all meetings.
  - b. The company shall absorb the cost of the AFA representatives' flight pay loss in addition to any other flight pay loss allotment provided.
3. It is acknowledged that the improvement to the Flight Attendant crew meals shall involve an increase in cost. Any resolution reached in paragraph 2, above, shall result in an increased cost of up to \$550,000 annually. The quality of meals shall not be impacted by the addition of headcount.

IN WITNESS WHEREOF, the parties hereto have adopted and executed this Letter of Agreement this 22nd day of May, 2018.

For the ASSOCIATION OF FLIGHT ATTENDANTS

For HAWAIIAN AIRLINES

/S/ \_\_\_\_\_  
Sara Nelson  
International President

/S/ \_\_\_\_\_  
Karen Berry  
Vice President, Labor Relations

/S/ \_\_\_\_\_  
Sharon Soper  
MEC President

/S/ \_\_\_\_\_  
Robin Sparling  
Vice President, In-Flight

/S/ \_\_\_\_\_  
Diana Huihui  
Chairperson, Negotiating Committee

/S/ \_\_\_\_\_  
Dan Herring  
Managing Director, Crew Scheduling/Planning

/S/ \_\_\_\_\_  
Ka'imi Lee  
Member, Negotiating Committee

/S/ \_\_\_\_\_  
Doogan Mahuna  
Sr. Contract Administrator

/S/ \_\_\_\_\_  
Martin Gusman  
Member, Negotiating Committee

/S/ \_\_\_\_\_  
Keith Schuricht  
Director, Financial Analysis

/S/ \_\_\_\_\_  
Jeff Fuke  
Member, Negotiating Committee

/S/ \_\_\_\_\_  
Paula Mastrangelo  
Sr. Staff Negotiator