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

Correction to Section 34-27: Asia Language Positions Letter of Agreement

**THIS LETTER OF AGREEMENT** is made and entered into between Hawaiian Airlines, Inc. ("Company"), and the Association of Flight Attendants - CWA ("Union"), as the representative of Flight Attendants in the service of the Company, and collectively as "the Parties".

#### WITNESSETH:

WHEREAS, the Company and the Union are Parties to a Collective Bargaining Agreement (CBA) setting forth the rates of pay, rules and working conditions for the Company's Flight Attendants, effective April 3, 2020; and

**WHEREAS**, the Company and the Union jointly signed a Scriveners' Letter stating that errors discovered subsequent to the printing of the CBA would be corrected; and

**WHEREAS**, the Parties agree that Section 34-27: Asia Language Positions Letter of Agreement, rewritten during negotiations, must be amended to reflect the Parties' understanding of the provisions regarding Asia Language Positions.

**NOW THEREFORE**, the Parties HEREBY AGREE that Section 34-27: Asia Language Positions Letter of Agreement will be amended as follows:

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

#### **Asia Language Positions**

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of 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 the Company, as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter referred to as the "Association") and collectively as "the Parties".

#### WITNESSETH:

WHEREAS, the Company desires to transition its Asia language qualified Flight Attendant Program from the current "Service" and "Lead" positions to exclusively "Fluent" positions;

**WHEREAS,** in order to accomplish this language position transition, provisions of the Association's Collective Bargaining Agreement must be amended.

**NOW THEREFORE**, the parties have agreed to the below changes:

#### A. Asia Language Positions

- 1. The current system of Asia Language staffing as specified in the 2012 Language Qualified Flight Attendants for Asia Letter of Agreement will change from the current system of one (1) Business Class Lead Qualified Flight Attendant and two (2) Service Qualified Flight Attendants to staffing based on three (3) Lead Qualified Flight Attendants. The final staffing will be one (1) Business Class Lead Qualified position and two (2) Main Cabin Lead Qualified positions. All the positions will have the qualification of fluency as stated in 10.M.5.a.
- 2. The Lead Language position in Business Class must be an aisle position.

- 3. Two (2) additional Language Qualified positions will be in the coach cabin, one (1) in each aisle, to be selected by seniority during briefing, and shall not be the coach galley position unless there are more than two (2) Language Qualified Flight Attendants in the coach cabin. These shall be two (2) Lead Language Qualified Flight Attendants after complete transition stated in CBA 2020-2025 §34-27, A.2.
- 4. In the event less than three (3) Language Qualified Flight Attendants are awarded or assigned to a language position on the flight the following shall apply:
  - a. There shall be a Lead Language Flight Attendant in the Business Class cabin and the remaining Lead Language Qualified Flight Attendant will be in an aisle position in coach.
  - b. When no Lead Language Flight Attendant is assigned at check-in, the position will be offered to those Service Language Flight Attendants on the grouping in seniority order and assigned in inverse seniority. This provision will no longer apply after complete transition stated in CBA 2020-2025 §34-27 A.2.

# B. Procedure for Filling Language Positions

- 1. Language positions shall be posted for bidding; one (1) Business Class Lead Language Qualified Flight Attendant, and two (2) Coach Lead Language Qualified positions on each affected grouping. Awards will be in seniority order, and assignments in inverse seniority order.
- 2. Language positions not awarded or assigned after PBS bidding will be posted in open time and will be available for trade or pickup by any Lead Language Qualified Flight Attendant. Open language positions will be awarded by seniority at 1800 HST each day in accordance with the procedures of Section 12.N.2.a. An open Language position will cease to be available for trade or pickup thirty (30) hours prior to the date of departure.
- 3. Within thirty (30) hours, procedures outlined in Section 12.N.3. will apply. After Section 12.N.3 has been administered, assignment of reserves, outlined in Section 8 of the Agreement will commence.

# C. Dropping and Trading Language Assignments

Language Qualified Flight Attendants may only drop and/or trade Language assignment/groupings with another Language Qualified Flight Attendant qualified in the language required for the position. Furthermore, Lead Language positions may only be dropped and/or traded with another Lead Language Qualified Flight Attendant. Trades for Language assignments must comply with Sections 12.O.1.b. and 12.A., of the Agreement.

D. Language Compensation shall be based on pay and credit for the grouping.

### E. Transition to All Lead Language Fluency Qualifications

- 1. The Parties will meet and agree on the implementation start date and process of transitioning the Asia language staffing procedures.
- 2. The new staffing model will be phased-in in an orderly process with a target date to complete the transition of no more than two (2) years from the date the transition begins. If additional time is needed, the Company will consult with the Union to determine a new timeline.
- 3. The Company and the Union shall meet on a quarterly basis to oversee the transition.
- 4. The Company shall reduce one (1) Service position per route as staffing allows, e.g. The Company may begin by reducing the direct HND route by one (1) Service position resulting in two (2) Lead Qualified Flight Attendants and one (1) Service Qualified Flight Attendant.
- 5. Lead and Service Qualified positions will be posted in the bid packets in accordance with Section 10.B.3.
- F. During and after the transition period, Service Flight Attendants who are Language Qualified in the appropriate language and who are able to hold the appropriate international trip outside the designated language positions shall be eligible for language pay as defined in Section 3.C.2.a.
- G. Upgrading Path for current Service Qualified Flight Attendants
  - 1. Current Service Qualified Flight Attendants shall be given the opportunity to test for Lead Qualification.
  - 2. Service Qualified Flight Attendants who successfully obtain Lead Qualification shall receive a stipend of \$2500.
  - 3. Lead Qualification must be achieved within the period of transition described in E.2., above, including any extensions.

The online-digital version of the CBA will be amended per A., above. Any future printings of the CBA will contain the corrected language. Flight Attendants will be notified by the Union and the Company of this change.

# ACCEPTED AND AGREED TO THIS 20th day of January, 2023.

For

**Association of Flight Attendants-CWA** 

Ka'imi Lee MEC President

Chair, Negotiating Committee

Paula Mastrangelo Sr. Staff Negotiator Hawaijan Airlines, Inc.

**Robin Sparling** 

Vice President, Inflight