

**LETTER OF AGREEMENT**

**between**

**HAWAIIAN AIRLINES, INC.**

**and**

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

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**COVID-19 LEAVES, TEMPORARY CONTRACT MODIFICATIONS, AND CONTINGENCIES**

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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."

**WHEREAS**, the COVID-19 pandemic has dramatically impacted the airline industry, and State of Hawaii travel restrictions have greatly reduced and rendered uncertain the Company's flight schedule, which has resulted in a need for the Company to reduce Flight Attendant headcount and delay the monthly bidding timeline; and

**WHEREAS**, the Company has invoked Section 16.L. of the Association's Collective Bargaining Agreement (CBA), involuntarily furloughing Flight Attendants and offering voluntary leaves ("16.L. Leaves") under Section 16.L., to Flight Attendants not subject to involuntary furlough; and

**WHEREAS**, federal legislation may be passed which provides economic relief to airlines and simultaneously renders involuntary furloughs unlawful at airlines accepting stimulus payments. This legislation would necessitate rescinding the status of involuntarily furloughed Flight Attendants and converting the "16.L. Leaves" to voluntary COVID-19 Leaves of Absence.

**NOW THEREFORE**, the following temporary amendments and contingencies are agreed.

**I. UNIVERSAL PROVISIONS OF The Covid-19 Leaves, Temporary Contract Modifications, And Contingencies Letter of Agreement (COVID LOA)**

**A. Monthly Bidding Timeline Delay**

1. Section 10.F. of the CBA will be amended and the below bidding schedule will be in effect for the Flight Attendant schedule bidding process for the months of October (for November schedules) 2020 – March (for April schedules) 2021:
  - a. Preview of the updated pairings will be sent to the AFA by 16th at 1700 HST
  - b. Bidding will open on 17<sup>th</sup> at 1200 HST
  - c. First Practice Award on 19<sup>th</sup> at 1500 HST
  - d. Second Practice Award on 21<sup>st</sup> at 1500 HST
  - e. The vacation cancellation/cash out deadline will be on the 21<sup>st</sup> at 1200 LDT
  - f. Bidding will close on 22<sup>nd</sup> (HNL & LAX – 1500 HST)

- g. Preliminary Award published by 23<sup>rd</sup> at 1700 HST
- h. Final award published by 25<sup>th</sup> at 1700 HST
- i. FLiCA will open for trades and open time on 26<sup>th</sup> at 1200 HST
- j. Secondary Lines will not be created or posted for bid
- k. Vacated lines to be posted and awarded as provided by the Collective Bargaining Agreement

- 2. The parties may mutually agree to extend the delayed bidding timeline schedule past the term specified in paragraph 1., above.

## **B. One-Month COVID-19 Leaves and Low-Time Lines**

Based on the needs of the service, the Company may in its sole discretion and on a monthly basis offer leaves and Low-Time Lines, awarded in seniority order by domicile, of one-month duration under the below provisions:

- 1. Leaves of Absence
  - a. Leaves will be for one-month duration and awarded in seniority order by domicile.
  - b. Group Insurance Premiums will be 100% paid by Company for the length of the leave awarded.
  - c. Flight Attendants will continue to accrue full seniority and longevity while on the leave.
  - d. Flight Attendants may bid for, and be awarded, consecutive leaves of absence.
- 2. Low Time Options
  - a. The duration of the Low-Time option will be for one-month and will be awarded in seniority order by domicile.
  - b. Flight Attendants awarded a Low-Time Line must bid between 37.5 and 55 hours per month.
  - c. The Low-Time provisions of Section 13.H. of the CBA will govern the Low-Time lines:
    - i. Sick leave and vacation will accrual at one-half (1/2) the rates for full time Flight Attendants
    - ii. Flight Attendants will accrue full Seniority and one half (1/2) longevity.
    - iii. Group insurance premiums will be 100% paid by the Company for the duration of the Low-Time Line period.
  - d. Flight Attendants may bid for, and be awarded, consecutive Low-Time options.

## **C. Flight Attendant Exposure to COVID-19**

1. A Flight Attendant who is non-symptomatic, but who is directed or advised by a medical professional, public health authority, other government official, or government or legal order, to quarantine or self-monitor based on concerns, conditions, or events related to COVID-19, or who self-quarantines due to the Flight Attendant's family member being diagnosed with COVID-19, will be withheld from service with pay (i.e., Bid Line holders will have their groupings dropped and pay-protected, and reserves will have reserve available days removed with no impact to their reserve guarantee or sick bank) for the duration of the evaluation, treatment, and/or quarantine. Per-diem and expenses away from base shall continue on a day-to-day basis for any period of evaluation, treatment, isolation, or quarantine if the Flight Attendant is away from base for Company-related reasons at the time of quarantine.
2. A Flight Attendant who displays symptoms of COVID-19 shall call in sick. If the Flight Attendant is later diagnosed with COVID-19, the Flight Attendant shall be pay protected as described above and shall have any sick leave that was deducted from the Flight Attendant's sick bank restored to the Flight Attendant's sick bank.

D. It is recognized that any Flight Attendant on a COVID-19 Leave or "16.L. Leave" is "standing instead" for a Flight Attendant who might otherwise be involuntarily furloughed. The Company will not contest claims for unemployment compensation.

## **II. PROVISIONS IF PAYROLL SUPPORT PROGRAM (PSP) EXTENDED/ STIMULUS LEGISLATION ENACTED**

In the event that the PSP is extended, stimulus legislation is enacted, or airlines are afforded federal aid, and such aid is accepted by Hawaiian Airlines, the below provisions will be put in place in addition to the provisions of Section I above.

### **A. Flight Attendants Currently Involuntarily Furloughed**

1. Any Flight Attendant who was involuntarily furloughed will be recalled to active status. Such Flight Attendant will be offered and may elect to go on a COVID-19 Leave, which will extend until the restriction on involuntary furlough expires.
2. A Flight Attendant recalled from involuntary furlough will have fourteen (14) days, inclusive of the date of notice, to respond to the Company with intent to return to active status or elect a COVID-19 Leave. A Flight Attendant's return to active status, including determination of the date of her or his return to such status, will be facilitated by the Company to include, among other things, rebadging, traveling, uniform procurement, training required, as well as actions necessary for return to active status. If return occurs within fourteen (14) days of notice of option to return, a Flight Attendant returning to active status will not have her or his minimum monthly guarantee or days off prorated in the month in which returning to active status. Any Flight Attendant who does not respond within the fourteen (14) days will be placed on a COVID-19 Leave.

## **B. Flight Attendants Currently on 16.L. Leaves of Absence**

A Flight Attendant currently on a "16.L. Leave" will have the option to remain on inactive status for the original term of the leave which commenced on October 1, 2020 (i.e., the termination date of the original "16.L. Leave" will remain the termination date of the leave), or return to active status as a Flight Attendant.

### **1. Flight Attendant Elects to Remain on Leave**

- a. If a Flight Attendant elects to remain on the leave, the leave will be converted to a COVID-19 Leave. She or he will be eligible for six (6) months of 100% Company-paid group insurance premiums under this COVID LOA.
- b. If the Flight Attendant's original "16.L. Leave", which commenced on October 1, 2020, is longer than six (6) months, then six (6) months after being transitioned to a COVID-19 Leave, the Flight Attendant's leave of absence will be converted back to a "16.L. Leave" for the remainder of the term of the leave. The conversion of a COVID-19 Leave to a "16.L. Leave" is done solely for the purpose of allowing an additional six (6) months of 100% Company-paid group insurance premiums under the provisions of Section 16.L.2. of the CBA. The total number of months of 100% Company-paid group insurance premiums provided under this COVID LOA will not exceed twelve (12) months commencing with the effective date of the PSP extension.
- c. A Flight Attendant's longevity will continue to accrue while on these leaves of absence for up to seven (7) months in total.

### **2. Flight Attendant Elects to Return to Active Status from "16.L. Leave"**

- a. A Flight Attendant on a "16.L. Leave" may elect to return to active status. Such Flight Attendant will have a minimum of thirty (30) days to return to active status once notified of the option to return. The date of return will be contained in the notification. The Company may offer a return earlier than thirty (30) days, and the Flight Attendant has the option to accept.
- b. A Flight Attendant's return to active status will be facilitated by the Company to accomplish rebadging, traveling, training required, and actions necessary for return to active status. A Flight Attendant returning to active status will not have her or his minimum monthly guarantee or days off prorated in the month in which returning to active status.

## **III. DURATION**

This COVID LOA will remain in effect until October 1, 2021.