

**AGREEMENT**  
**Between**  
**HAWAIIAN AIRLINES, INC.**  
**and**  
**INTERNATIONAL**  
**ASSOCIATION OF MACHINISTS**  
**AND AEROSPACE WORKERS**  
**(AFL-CIO)**

This 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 INTERNATIONAL ASSOCIATION OF MACHINISTS, hereinafter referred to as the “Union”, representing the employees composing the craft or class of airline mechanics, as certified by the National Mediation Board in Case R-2401 on July 31, 1951.

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**ARTICLE 1**  
**PURPOSE OF AGREEMENT**

- 1.1 The purpose of this Agreement is, in the mutual interest of the Company and of the employees, to provide for the operation of the services of the Company under methods which will further to the fullest extent possible the safety of air transportation, the efficiency of operation, and the continuation of employment under conditions of reasonable hours, proper compensation, and reasonable working conditions. It is recognized by this Agreement to be the duty of the Company and of the employees to cooperate fully, both individually and collectively, for the advancement of that purpose.
- 1.2 No employee covered by this Agreement will be interfered with, restrained, coerced, or discriminated against by the Company, its officers, or agents because of membership in or lawful activity on behalf of the Union.
- 1.3 It is mutually understood and agreed that wherever in this Agreement employees or classifications are referred to in the male gender, it shall be recognized as referring to both male and female employees.
- 1.4 The Company and the Union agree that there shall be no discrimination against any employee on the basis of race, color, religion, sex, national origin, age, disability, veteran's status or other protected categories, but only to the extent determined by applicable law.
- 1.5 The right to manage the operation and direct the workforce; to establish as necessary the number and type of jobs needed, to establish the standards of quality of its product; to hire; promote; discharge or discipline for cause; and to maintain order amongst employees is the sole responsibility of the Company. In addition, it is understood and agreed that the routes to be flown; the equipment to be used; the location of plants, hangars, facilities, stations and offices; the scheduling of airplanes, and all other matters of policy and management are the exclusive function and responsibility of the Company, provided such matters are not in conflict with the terms of the Agreement.

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## ARTICLE 2 SCOPE OF AGREEMENT

- 2.1 The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company in the continental limits of the United States, its Territories and Possessions, in the classifications of work enumerated in Article 4 of this Agreement.
- 2.2 The Company agrees that the following described work, wherever performed, is recognized as coming within the jurisdiction of the International Association of Machinists, and is covered by this Agreement: The making and/or assembling, erecting, dismantling and repairing of all machinery, mechanical equipment, engines and motors of all descriptions, including all work involved in dismantling, overhauling, repairing, fabricating, assembling, welding and erecting all parts of airplanes, airplane engines (except the overhaul and major repair), radio equipment, electrical system, heating system, hydraulic system and machine tool work in connection therewith, including all maintenance, minor construction and inspection work in and around all shops, hangars, buildings, and including the servicing, cleaning, and polishing of airplanes and parts thereof, and the servicing, cleaning and handling of all ground equipment used in and about Company shops, maintenance bases, overhaul bases, and line service stations. It is understood that the Company reserves the right to continue to return to the manufacturer or its authorized agent parts and sub-assemblies for repair or replacement that cannot be repaired on the property due to lack of equipment or because of warranties, or to subcontract due to the lack of equipment or technical skill at a particular location. It is the Company's intent to utilize all its equipment, existing facilities and technical ability to perform the above listed work in its own organization except where a lessee or purchaser of Company equipment leases or purchases said equipment in an "as is" condition and elects to perform his own maintenance and/or modifications. It is agreed that this scope rule covers aircraft, components, automotive and ground equipment used by the Company whether owned, leased or borrowed by the Company.
- (a) Work, as referred to above means all work certified by the National Mediation Board in Case No. R2401 Mechanic and Related.
  - (b) Neither the Company or its designee shall enter into any of the following transactions, agreements, arrangements or relationships without DL 142 IAMAW prior written consent:
    - i. Any change in the terms and conditions embodied in this Agreement including but not limited to testing and training; wages and benefits including Pass travel.
- 2.3 Employees covered by this Agreement shall be governed by Company rules, regulations and orders, issued by properly designated authorities of the Company, providing such rules, regulations and orders are not in conflict with the terms and conditions embodied in this Agreement. The Company will, after the signing of this Agreement, cause to be compiled and issued to each present and all new employees, the presently applicable conduct rules and regulations and no new rules or regulations will be considered effective until copies have been furnished to the Local Committee and conspicuously posted in the working areas at least five (5) days prior to effective date. In cases where emergency changes are necessary, the Company will notify the Committee and such changes will be posted and become effective immediately thereafter.
- 2.4 When the Company finds it necessary to contract out work not normally contracted out, it will notify the General Chairman of District 142 or his designee. The Company will provide the General Chairman the pertinent information that led to the decision to contract out such work, and at the General Chairperson's request, the Company and the Union will meet to discuss. Should there be a disagreement on the matter, the issue is subject to the grievance procedure of Article 15 of the collective bargaining procedure, omitting Steps I and II.
- (a) At any station away from the State of Hawaii the Company may contract out the work necessary to operate and service aircraft. However, should the Company's operation expand so that there is work to cover eight (8) hours a day for five (5) days in a standard work week at one location, the Company will use employees covered under this Agreement.

- 2.5 To the extent that contracting out is permitted by this agreement, no work shall be contracted out by the Company unless the Company can demonstrate that such contracting out will not result in a layoff of any IAM-represented employee. For purposes of this paragraph, a layoff shall be a layoff from the employee's current classification, unless the employee is offered a permanent job in a lateral or higher classification.
- 2.6 The Company shall not relocate work performed by its employees from the State of Hawaii to a location outside of the State of Hawaii unless the Company can demonstrate that such movement of work will not result in the layoff of any IAM-represented employee. For purposes of this section, a layoff shall be a layoff from the employee's current classification, unless the employee is offered a permanent job in a lateral or higher classification.
- (a) If as a result of the relocation an IAM represented employee is offered a transfer to a new location, the benefits described in Clause 10.11 shall be provided to employees who elect to transfer. If such employee declines a transfer offered by the Company, the employee shall be furloughed and if laid off shall be entitled to two (2) times the normal severance pay described in Article 20. In addition, if the employee has less than five (5) years compensated service with the Company he/she shall receive continued Company provided medical coverage for a period of sixty (60) days from the date of furlough. If the employee has five (5) or more years of compensated service, the Company provided medical coverage will be continued for six (6) months from the date of furlough.
  - (b) The provisions of this clause shall apply to Station closures and is inclusive of all IAM represented employees.
  - (c) The provisions of this clause shall apply to part-time employees based in Molokai and Lanai. For the purpose of calculating severance pay and medical coverage, the employee's hours shall be adjusted for his/her part-time status.
- 2.7 If, as a result of contracting out or code sharing, an IAM-represented employee is offered a transfer to a new location, the benefits described in Clause 10.11, shall be provided to employees who elect to transfer. If such employee declines a transfer offered by the Company, the employee shall be entitled to two times the normal severance pay described in Article 20. In addition, such employees with fewer than five (5) years of compensated service with the Company shall receive continued Company-provided medical coverage for a period of sixty (60) days from the date of termination, and such employees with five (5) or more years of compensated service with the Company shall receive continued Company provided medical coverage for a period of six (6) months from the date of termination
- (a) The provisions of paragraph 2.7 above shall apply to part-time employees based in Molokai and Lanai. For the purpose of calculating severance pay and medical coverage the employee's hours shall be adjusted for his/her part-time status. In the event of a code share or contracting out of work at these two stations, the Company shall make reasonable efforts to have the new employer interview the affected employees for jobs.
- 2.8 Variations in job requirements may create additional classifications or materially change a position that is within an existing classification. When a new position is created for work covered by this Agreement, the parties will meet to agree on rate of pay, rules and working conditions.

### ARTICLE 3 STATUS OF AGREEMENT AND JOB SECURITY

3.1 It is expressly understood and agreed that when this Agreement is accepted by the parties and signed by their authorized representatives, it will supersede any and all agreements and letters of agreement not negotiated in or out by the Company or Union dated prior to the effective date hereof executed between this Company and the Union affecting the crafts or classes of employees covered by this Agreement. Letters of Agreement in effect as of the date of this Agreement are included in this contract booklet immediately following Classification Wage Scales.

3.2 It is agreed that all provisions of this Agreement shall be binding on the successors or assign of the Company. Any such successor or assigns shall employ the Aircraft Inspectors, Mechanics, Line Servicemen and Cleaners on the Hawaiian Airlines System Seniority List for such employees in accordance with the provisions of this Agreement.

The Company agrees to give written notice of the terms of this Agreement to a proposed successor, before concluding any successorship transaction. The Company agrees that no agreement or other legally binding commitment involving a successorship transaction will be signed or otherwise entered into, unless it is agreed in writing as a material and irrevocable condition of entering into, concluding and implementing the transaction, that this Agreement and recognition of the Association is assumed by the successor(s) and that the employees on the System Seniority List will be employed in accordance with the provisions of this Agreement. The Company will provide the Association of Machinists and Aerospace Workers with the details of and material agreements related to any such transaction in a timely manner.

3.3 The Company will notify the Union promptly upon the Company's filing of notice with appropriate government agencies of its intent to extend its operation or commence other operations beyond the limits of the State of Hawaii.

3.4 Labor Protective Provisions

(a) IAM Personnel on the System Seniority List will be provided with the same labor protective provisions specified by the Civil Aeronautics Board in Sections 2, 3 and 13 only of the Allegheny-Mohawk merger conditions as amended (hereafter "LPP") as a material and irrevocable written condition of any future merger or acquisition, as defined by Section 2(a) of said LPP, involving the Company. The written condition to provide those personnel the Hawaiian Airlines IAM System Seniority List with said LPP shall be embodied in a signed agreement between/among the parties to the transaction, which shall specifically:

- i. Bind all parties to the transaction, including the Company and any successor of the Company, to assume and carry out the obligation to provide such personnel with said LPP as a material and irrevocable condition of entering into, concluding and implementing their transaction.
- ii. Provide that the Association of Machinists and Aerospace Workers and its members on the Hawaiian Airline System Seniority List shall have all necessary and required rights and standing to invoke said LPP, and to take such action as is necessary to enforce the application of said LPP, against all parties to the transaction, including the Company and any successor of the Company; provided that, with respect to the integration of seniority lists between/among two (2) or more groups represented by the International Association of Machinists and Aerospace Workers, the merger policy shall be applied according to its terms before Section 13 of said LPP may be invoked as to any dispute or controversy over integration of seniority lists, and that Section 13 may be invoked on behalf of the International Association of Machinists and Aerospace Workers members on the Hawaiian Airlines System Services List only by the Association as bargaining representative.

- iii. Provide that the Association and the affected International Association of Machinists and Aerospace Workers members on the Hawaiian Airlines System Services List shall be entitled to a remedy of specific performance, including injunctive relief, against all parties to the transaction, including the Company and any successor of the Company, to enforce the application of said LPP.
- (b) The signed agreement required by paragraph 3.4 a. shall be provided to the Association within 72 hours of signing any agreement or other legally binding merger or acquisition commitment.

### 3.5 Expedited Arbitration

Any and all disputes concerning alleged violation of this Section shall be resolved by final and binding arbitration. The Company specifically agrees to arbitrate any grievance permitted under the Railway Labor Act filed by the Association alleging violation of this Section on an expedited basis directly before the System Board of Adjustment sitting with a neutral member, as the arbitration forum. The Arbitrator shall be bound by all provisions of the Railway Labor Act. The dispute shall be heard expeditiously no later than thirty (30) days following the submission to the System Board and decided expeditiously no later than sixty (60) days after submission, unless the parties agree otherwise in writing. The parties agree to abide by any lawful arbitration award which is issued. The parties further expressly agree that any violation of this Section by the Company shall constitute irreparable injury for which no adequate remedy at law exists.

- 3.6 The Company will not enter into, maintain, or permit any transaction, agreement or arrangement which provides for, permits, facilitates, creates, maintains or results in the establishment of a Parent or Affiliate unless the Parent or Affiliate agrees in writing, as an irrevocable condition of such transaction, agreement or arrangement, to be bound by the Agreement in the same manner as the Company as if every reference to the Company in this Agreement also referred to and bound the Parent or Affiliate.
- 3.7 In the event a "Change of Control" occurs and within two (2) years of the Change of Control the person(s) exercising such control (i) replaces a majority of the directors of the Company or of Hawaiian Holdings, Inc. ("Holdings"), excluding replacements as the result of death, disability or reaching of retirement age, or (ii) through making shareholder proposals or initiating proxy solicitations, directs Holdings' board and/or influences the operations of the Company (a "Change of Control Event"), then: (a) the Union shall have the right in its sole discretion to extend the duration of the Agreement for up to two (2) years from the date of the Change of Control Event; and (b) Holdings and the Company shall at Holdings' option either (i) issue to eligible employees represented by the IAM Mechanics common shares of Holdings having an aggregate market value of \$517,611 at the time of the Change of Control Event, or (ii) pay \$517,611 in cash. If Holdings elects to issue common stock it shall be issued within five (5) business days after the date of the Change of Control Event, and the number of shares to be issued shall be \$517,611 divided by the average closing price for the five (5) business days preceding the third business day after the date of Change of Control Event. If Holdings elects to issue cash, it shall do so no later than eight (8) business days following the date of the Change of Control Event. The stock or cash shall be allocated based on W-2 wages for the tax year immediately preceding the issuance of the stock. A "Change of Control" occurs when a purchaser or a group of purchasers acting in concert (as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder), through a single transaction or a series of related transactions, (i) acquires more than 40% of the capital stock of Holdings or the Company on a fully diluted basis, or (ii) obtains the right to elect the majority of Holdings' directors.

An "Adverse Transaction" shall mean: (a) any changes made in operations within two (2) years after either the Effective Date of the Joint Plan or a Change of Control, that reduce the total number of block hours flown by the Company during any 12 month period by 15% or more compared to the prior 12 month period or that reduce the number of the Company's aircraft to fewer than twenty (20) (an "Operational Reduction"); (b) a sale of all or substantially all of the equity securities or assets of the Company (a "Sale"); or (c) a merger of the Company with or into another entity, regardless of which entity is the surviving entity and which merger is used to implement an acquisition of the Company by another airline (a "Merger"). In the event that an "Adverse Transaction" occurs then, in addition to all other rights and remedies specified in the Agreement or otherwise available at law, the Union shall have the right in its sole discretion to (A)

extend the duration of the Agreement for up to two (2) years past the Change of Control date, in the event of an Operational Reduction, or two (2) years past the Adverse Transaction date in the event of a Sale or Merger; and (B) obtain an agreement from the Company pursuant to which no active eligible employees (less the number of eligible employees on leave) who are on the seniority list on the date of the Adverse Transaction shall be furloughed from the date the Adverse Transaction through the amendable date, as it may be extended hereunder, except for furloughs that occur in the ordinary course for reasons such as but not limited to seasonality and aircraft placed out of service except as a result of the Adverse Transaction. In addition, Holdings and the Company shall at Holdings' option either (i) issue to employees common shares of Holdings having an aggregate market value of \$517,611 at the time of the Adverse Transaction, or (ii) pay \$517,611 in cash. If Holding elects to issue common stock it shall be issued within five (5) business days after the effective date of the Adverse Transaction, and the number of shares to be issued shall be \$517,611 divided by the average closing price for the five (5) business days preceding the third business day after the date the Adverse Transaction is publicly announced. If Holdings elects to issue cash, it shall do so no later than eight (8) business days following the effective date of the Adverse Transaction. The stock or cash shall be allocated based on W-2 wages for the tax year immediately preceding the issuance of the stock. In the event of a Merger, the furlough protection provided in (B) herein shall only be required of the Company until such time as the seniority lists and collective bargaining agreements of the merged companies are combined, and the Company hereby agrees to make such operational integration of the two carriers a condition of such Merger. The Company agrees that it shall provide the Union with sufficiently detailed information regarding a prospective Adverse Transaction on which to make the determination described herein, on or before the later of (x) 30 days prior to the effective date of the proposed Adverse Transaction, or (y) as soon as legally practicable based on advise of counsel to Holdings.

For purposes of clause 3.7 any reference to the Company or Holdings shall be deemed to include any successor or parent entity of either the Company or Holdings; provided, however, in no event shall a single transfer or disposition of assets or equity securities of the Company, Holdings or any successor or predecessor of either the Company or Holdings trigger both a Change of Control Event and an Adverse Transaction for purposes of clause 3.7, whether or not coupled with a replacement of a majority of the directors of the Company or Holdings in connection with a Sale or Merger, as both are defined above. "Common Control" shall be defined as follows: A shall be deemed to be under "Common Control" with B if any third person or entity controls both A or B, whether directly or indirectly, through the control of other persons or entities that Control A and B.

- 3.8 In the event a petition under chapters 7 or 11 of the Bankruptcy Code concerning the Company filed, then the Company shall not file any application seeking rejection or modification of any agreement between the Company and the IAM pursuant to 11 U.S.C. Section 1113, including a request to implement interim changes in the Agreement pursuant to 11 U.S.C. Section 1113(e) before February 27, 2000.
- 3.9 It is agreed that should Corporate Governance terms regarding Employee Directors and the presence of an Employee Director on each significant Board Committee be continued for either the AFA or ALPA, then similar provisions will be agreed to for representation on the Board of Directors from the IAM. Any potential Director recommended by the IAM shall be subject to concurrence of the chair of the Board of Hawaiian Airlines.

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## ARTICLE 4 CLASSIFICATIONS OF WORK

- 4.1 For the purpose of this Agreement, the recognized classifications of work shall be as hereunder listed:

Lead Inspector

Inspector

Lead Aircraft Mechanic/Lead Mechanic

Aircraft Mechanic/Mechanic

Lead Line Serviceman

Line Serviceman

Lead Cleaner

Cleaner

- (a) Maintenance Controller (See LOA # 21) & Station Engineer (See LOA # 17)

Maintenance Controller and Station Engineer positions will be considered a lateral movement for aircraft Mechanics and above.

- (b) **Maintenance Data Entry Clerk**

- 4.2 It is understood that it is not necessary to have each of the above classifications in each work center.

- 4.3 The parties agree that full and economic utilization of employees during their working hours is absolutely imperative if the Company is to effectively compete in the deregulated airline industry. Employees will participate in cross utilization by accepting work assignments in lateral or lower classifications under this agreement, and the provisions of this Agreement are to be so interpreted and applied. The Company will not arbitrarily use this provision to eliminate a classification. It is understood that any employee covered by this Agreement may be required to do the work of such lateral or lower classification provided, however, that when performing such work, for which he has been trained and qualified to perform he will be paid at the rate he is regularly classified. Any employee hereunder assigned by the Company to perform the duties and accept the responsibilities of a higher classification of work shall be paid the minimum established rate for said classification for the time so worked, but in no event will he be paid less than twenty-five cents (25¢) per hour above the rate he was earning immediately prior to such temporary upgrading.

- 4.4 QUALIFICATIONS

- (a) Lead Inspector

The work of a Lead Inspector shall be the same as that of an Inspector and, in addition, as a working member of his group, he will be charged with the responsibility of leading and directing the work of other Inspectors. A Lead Inspector will be maintained on duty when there are three (3) or more Inspectors on duty on a shift in a work center or department, but no Lead Inspector shall have on his crew more than nine (9) Inspectors. Lead Inspectors shall be selected in accordance with Inspector seniority. If there are no Inspector bids, Mechanic seniority shall prevail.

- (b) Inspector

An Inspector must be capable of performing the inspection work assigned to the satisfaction of the Company. Future Inspectors must pass a practical and written examination as conducted by the Company prior to assignment. The primary duties of an Inspector shall be the overall inspection of Company flight equipment in connection with checks, repairs, and overhauls. The work of an Inspector shall also include the inspection of materials, parts, and sub-assemblies as required, but his work shall not necessarily include the inspection of materials, parts, and sub-assemblies where such inspection is required of an Aircraft Mechanic or Mechanic to accomplish his own work. The Inspector's work may also include giving classroom instruction and training to employees of any classification. He may also be required to perform any other work related to his primary duties as Inspector. An Inspector will not supervise or direct the work of lower classified employees.

**(i.) Inspectors written examination; Prior to assignment:**

**Future Inspectors must pass a written test composed of a pool of questions mutually agreed to by the Company and Local Committee (or the Local Committee's designee). The Union shall not unreasonably withhold agreement on the pool of questions. The intent of the test shall be to measure the general knowledge of the applicant in both Hawaiian Airlines' Policies and Procedures, and General Aircraft knowledge applicable to the job of the Inspection dept. The test shall be readily available to all interested Aircraft Mechanics. Any Aircraft Mechanic who has successfully passed the test shall have it reflected in his/her records and his/her eligibility shall remain current for a period of three (3) years. At the end of three (3) years that test eligibility will expire and the mechanic will have to retest to become eligible.**

**(c) Lead Aircraft Mechanic**

A Lead Aircraft Mechanic is an Aircraft Mechanic who in the course of his work as an Aircraft Mechanic also leads, directs, and approves the work of other employees under his direction. A Lead Aircraft Mechanic may be required to sign appropriate Company work records, to sign for his own work and for the work of others under his direction; provided, however, that such signing shall not relieve any other employee from responsibility for the work which such employee performs or from being required to sign appropriate Company work records. A Lead Aircraft Mechanic may be required to give instruction and training to employees of any classification except Lead Inspectors or Inspectors.

**(d) Lead Mechanic**

A Lead Mechanic is a Mechanic who in the course of his work as a Mechanic also leads, directs, and approves the work of other employees under his direction. A Lead Mechanic may be required to sign appropriate Company work records, to sign for his own work and for the work of others under his direction; provided, however, that such signing shall not relieve any other employee from responsibility for the work which such employee performs or from being required to sign appropriate Company work records. A Lead Mechanic may be required to give instruction and training to employees of any classification except Lead Inspectors or Inspectors.

**(e) Aircraft Machinist**

To qualify as an Aircraft Machinist an employee must have a minimum of two (2) years experience on machining of aircraft parts and tooling. The work of a Machinist shall consist of all phases of machining. It may also consist of all phases of repair and maintenance of aircraft, the dismantling, repairing, assembly and erection of machinery and mechanical devices, the fabrication of tooling for both aircraft and ground equipment and maintaining serviceability of same. They will also perform work which is incidental to their primary duties as a Machinist.



A Machinist must be able to carry out any work in his trade with the aid of engineering specifications, manuals or drawings and be able to obtain a Repairman's certificate.

Machinists will also hold a valid FAA A & P license or Certified Machinist License or Repairman and Military or Educational Program Certificates. Notwithstanding the above requirements, the Chief Inspector must designate Machinist based on training, experience and practical demonstration of ability.

(f) Aircraft Welder

To qualify as an Aircraft Welder an employee must have a minimum of two (2) years experience on Welding of aircraft parts and tooling. The work of a Welder shall consist of all phases of welding. It may also consist of all phases of repair and maintenance of aircraft, the dismantling, repairing, assembly and erection of machinery and mechanical devices, the fabrication of tooling for both aircraft and ground equipment and maintaining serviceability of same. They will also perform work which is incidental to their primary duties as a Welder.

A Welder must be able to carry out any work in his trade with the aid of engineering specifications, manuals or drawings and be able to obtain a Repairman's certificate.

Welder will also hold a valid FAA A & P license or Certified Welder License or Repairman and Military or Educational Program Certificates. Notwithstanding the above requirements, the Chief Inspector must designate Welder based on training, experience and practical demonstration of ability.

(g) Aircraft Mechanic

To qualify as an Aircraft Mechanic, an employee shall possess sufficient experience and training to perform the type of work outlined below. The work of an Aircraft Mechanic shall consist of work generally recognized as Aircraft Mechanic's work performed by the Company in or about Company work centers, Maintenance Base, line service stations (outer islands), Company buildings, or equipment. Such work shall include fabricating, assembling, welding, and erecting all parts of aircraft, aircraft engines, radio equipment instruments, electrical systems, heating systems, hydraulic systems, and machine tool work in connection therewith. In addition, it may include all mechanical maintenance work when performed by the Company including, but not limited to, the dismantling, repairing, fabricating, welding, altering, and maintaining of all machinery and mechanical devices, automotive equipment, ramp equipment, buildings, hangar and field storage or dispensing equipment. Aircraft Mechanics will also perform work which is incidental to their primary duties as an Aircraft Mechanic. Aircraft Mechanics will not be required to inspect parts, sub-assemblies, or completed assemblies, except to the extent necessary to determine, accomplish, and approve their own work. Aircraft Mechanics must be capable of performing the work satisfactorily and must hold the valid and necessary certificates as required by law. The present ratio (to the nearest man) of licensed Aircraft Mechanics to unlicensed Aircraft Mechanics by shifts, as required on Line Maintenance as of the date of the signing of this Agreement, will not be increased except by agreement with the Local Committee. An Aircraft Mechanic may be required to sign work records in connection with the work he performs.

(h) Mechanic

To qualify as a Mechanic, an employee shall possess sufficient experience and training to perform the type of work outlined below. The work of Mechanics shall consist of work generally recognized as Mechanic's work performed by the Company in or about Company work centers, Maintenance Base, line service stations, Company buildings, or equipment. Such work shall include all mechanic maintenance work when performed by the Company including but not limited to the dismantling, repairing, fabricating, welding, altering, and maintaining of all machinery and mechanical devices, automotive equipment, ramp equipment, buildings, hangar and

field storage or dispensing equipment. Mechanics will also perform work which is incidental to their primary duties as a Mechanic. Mechanics will not be required to inspect parts, sub-assemblies, or completed assemblies, except to the extent necessary to determine, accomplish, and approve their own work. Mechanics must be capable of performing the work satisfactorily and must hold the valid and necessary certificates as required by law.

(i) Lead GSE Mechanic

A lead GSE Mechanic is a GSE Mechanic who in the course of his work as a GSE Mechanic also leads, directs, and approves the work of other employees under his direction. A Lead GSE Mechanic may be required to sign appropriate Company work records, to sign for his own work and for the work of others under his direction; provided, however, that such signing shall not relieve any other employee from responsibility for the work which such employee performs or from being required to sign appropriate company work records. A Lead GSE Mechanic may be required to give instruction and training to employees in any position.

(j) GSE Mechanic

To qualify as a GSE Mechanic, an employee must have knowledge in troubleshooting and repair of electrical and hydraulic systems, automatic transmission, and all other aspects of ground equipment repair. They must also have general welding, auto body and paint, and diesel engine knowledge. The work of GSE Mechanics shall consist of work generally recognized as GSE Mechanic's work performed by the Company in or about Company shops, Maintenance Base, line service stations, Company buildings, or equipment. Such work shall include all mechanic maintenance work when performed by the Company including but not limited to the dismantling, repairing, fabricating, welding, altering, and maintaining of all machinery and mechanical devices, automotive equipment, ramp equipment, buildings, hangar and field storage or dispensing equipment. GSE Mechanics will also perform work which is incidental to their primary duties as a GSE Mechanic. GSE Mechanics will not be required to inspect parts, sub-assemblies, or completed assemblies, except to the extent necessary to determine, accomplish, and approve their own work. GSE Mechanics must be capable of performing the work satisfactorily and must hold the valid and necessary certificates as required by law.

(k) Lead Facilities Repairman

A Lead Facilities Mechanic is a Facilities Mechanic who, in the course of his work as a Facilities Mechanic, also leads, directs and approves the work of other employees under his direction. A Lead Facilities Mechanic may be required to sign appropriate company work records, to sign for his own work and for the work of others under his direction; provided, however, that such signing shall not relieve any other employee from responsibility for the work which such employee performs or from being required to sign appropriate company work records. A Lead Facilities Mechanic may be required to give instruction and training to employees in any position.

(l) Facilities Repairman

To qualify as a Facilities Repairman, an employee must be able to pass a skill test developed with joint participation of the local committee. In addition they must have carpentry skills, basic knowledge of plumbing, simple electrical skills that do not require re-wiring or any other work that would require a certified electrician as defined by the State of Hawaii's building code, (working safely with 110 and 220 volts), and masonry work and must be able to repair/replace door locks. They must be able to measure material for cuttings, read prints and make adjustments according to materials available. Employees currently in Facilities Repair positions or employees who were previously in these positions and who were not found to be unqualified, will not be subject to the skill test.

(m) Lead Line Serviceman

To qualify as a Lead Line Serviceman, an employee shall possess sufficient experience and training to perform the type of work outlined below. A Lead Line Serviceman is a Line Serviceman who, in the course of his work as a Lead Line Serviceman, also leads, directs, and approves the work of other employees under his direction. It is understood that on each shift where three (3) or more Line Servicemen are on duty, at least one (1) of them shall be a Lead Line Serviceman. In no case, however, will a Lead Line Serviceman's group consist of more than eleven (11) employees, not including a lead. A Lead Line Serviceman may be required to sign appropriate Company work records, to sign for his own work and for the work of others under his direction; such signing, however, shall not relieve any other employee from responsibility for the work which such employee performs. A Lead Line Serviceman may be required to give instruction and training to other Leads and Line Servicemen in the duties as listed in the line serviceman descriptions as stated in 4.04k and 4.04j. He may also be required to instruct others in the proper procedures as required to assist Line Service personal, limited to the wing walking and chocking of the aircraft. Lead Line Servicemen will facilitate the assignment of Line Servicemen to other duties when not engaged in servicing activities.

(n) Line Serviceman

To qualify as a Line Serviceman, an employee shall possess sufficient experience and training to perform the type of work outlined below. The work of a Line Serviceman shall consist of ramp servicing of aircraft, servicing aircraft and automotive equipment with fuel and oil, receiving, positioning and dispatching aircraft, connecting and operating electrical and mechanical devices required for ground servicing of aircraft. A Line Serviceman may be required to act as the point coordinator for the flight he is assigned. In such cases, he may be required to direct others working the flight. A Line Serviceman may also be utilized to operate the gate jet-way in the event no boarding agent is available upon Aircraft arrival, or for the repositioning of Aircraft. When not engaged in servicing activities, a Line Serviceman may be assigned to the handling of cargo, including passengers' baggage, and to other related duties.

(o) Lead Cleaner

The work of a Lead Cleaner shall be the same as that of a Cleaner and, in addition, he shall be the employee who assigns, directs, and approves the work of Cleaners. It is understood that on each shift where three (3) or more Cleaners are on duty, at least one (1) of them shall be a Lead Cleaner. ~~The working group assigned to a Company shall maintain a Lead to Cleaner ratio of one (1) Lead Cleaner shall consist of no more than for every eleven (11) Cleaners on duty, not including a lead.~~ A Lead Cleaner will be responsible for the completion of paper work and reports in connection with his normally assigned duties. A Lead Cleaner may be required to give instruction and training to Cleaners. **Once the Lead to Cleaner ratio is established on duty, in no case, will a Lead be responsible for more than fourteen (14) Cleaners as a result of certain work assignments.**

(p) Cleaner

To qualify as a Cleaner, an employee shall be capable of performing the type of work outlined below. The work of Cleaners shall consist of the cleaning, washing and polishing of both the exterior and interior of aircraft, placing aboard aircraft passenger and crew supplies, the cleaning of inside and outside of airport buildings and hangars, hangar equipment, and other airport structures, sweeping walks, cutting grass, and such other work normally performed by Cleaners and Janitors. When necessary, Cleaners will pick up box lunches for the flight crews and deliver them either to Dispatch or a designated aircraft as instructed.

(q) Maintenance Data Entry Clerk

**The work of a Maintenance Data Entry Clerk shall be to aid the aircraft mechanic in the transfer of job assignment documents into the computer system to include the creation of non-routine items and the signoffs for all documents. At no time shall the Maintenance Data Entry Clerk perform Mechanic work, except as described above, and shall not be used to eliminate any documents or Data Entry requirements of the mechanic, nor shall they be used to relieve any mechanic from responsibility for the work in which the mechanic performed. Maintenance Data Entry Clerks shall be assigned only to the Heavy Maintenance bid area and shall not be used to accomplish line maintenance or back shop Data Entry.**

**It is understood that the work identified above is not work falling within the scope of work covered by the Collective Bargaining Agreement between Hawaiian Airlines and the IAM Clerical District 141 Bargaining Unit. Furthermore, the IAM Clerical District 141 has acknowledged in writing that the work of the Maintenance Data Entry Clerk above is not scope work belonging to the IAM District 141.**

## ARTICLE 5 TRAINING AND LICENSE REQUIREMENTS

### 5.1 Lead Aircraft Mechanic or Lead Mechanic

The overall ratio, one (1) to seven (7), of Lead Aircraft Mechanics or Lead Mechanics to the total working force, excluding Lead Inspectors or Inspectors, now in effect will not be increased for the duration of this Agreement; provided, however, the Company will not be required to increase the Lead Aircraft Mechanic or Lead Mechanic force unless the overall ratio reaches one (1) to eight (8); nor will the Company reduce the Lead Aircraft Mechanic or Mechanic force unless the ratio reaches one (1) to six (6). A Lead Aircraft Mechanic or Lead Mechanic will be maintained on duty on every shift that each station, facility or work unit is in operation. Shifts are defined as day, afternoon and night. In no case will a Lead Aircraft Mechanic or Lead Mechanic's group consist of more than eleven (11) employees, not including a lead. When a Mechanic is on duty alone in a station, facility or work unit, he shall receive lead pay for those hours that he works alone in accordance with Article X, Paragraph L 5 of this Agreement. In the selection of Lead Aircraft Mechanics or Lead Mechanics, due consideration will be given to their ability to lead and direct the work of others.

### 5.2 Examinations

The examinations referred to in Clause 4.4.b, methods of grading, and application of the examination shall be reviewed with the Local Committee, and the results of any examination shall be open to inspection by the Local Committee.

### 5.3 License Requirements

Employees engaged in the following activities and holding the following classifications shall have licenses as follows:

Lead Inspector.....	A & P
Inspector.....	A & P
Lead Aircraft Mechanic .....	A & P
Aircraft Machinist.....	A & P *(4.4 f)
Aircraft Welder .....	A & P *(4.4 g)
Aircraft Mechanic .....	A & P
Maintenance Controller.....	A & P
Station Engineer.....	A & P

The above license requirements will be waived for those employees who, because of the specialization of their work, are not afforded the opportunity to gain sufficient experience to qualify for such licenses. If there is any change during the life of this Agreement in the licenses employees covered by this Agreement are required to have, all employees in the Maintenance & Engineering Classification affected shall be given six (6) months from the date of such change to obtain such licenses, and there shall be no change in their status of pay during said six (6) month period.

### 5.4 When any new equipment or technology is put into service by the Company, employees covered by this Agreement will be given an opportunity to become familiar with such new equipment without change of classification or rate of pay; provided, however, that the Company may fix a reasonable time within which such employees must become familiar with such new equipment. The Company will also provide "problem

area” training to employees as needed on currently used equipment so that employee skills shall remain at a high level of competency. Sufficient and qualified personnel shall be used for all towing of aircraft, especially Contract Services' aircraft. The Company will train employees as required on customers' equipment (Contract Services) and in addition employees will be given an opportunity to become familiar with borrowed, rented or leased equipment.

- 5.5 Any qualified employee, upon request, shall be furnished with a certificate of eligibility by the Company for presentation to the proper Government agency for procuring FAA or FCC licenses.
- 5.6 When employees are required to attend formal education classes conducted by the Company, they shall receive straight time pay for the period they are in attendance of such classes, if the classes are held during a regular shift, immediately preceding or following a regular shift, or at any other time mutually agreed to. An employee shall not be required to attend training classes on his regular day off and shall be given an opportunity to make up such training at a later time. **An employee, at their discretion, may participate in training on their day off if offered by the Company. In this event the employee shall receive their applicable rate of pay and may request to have their day(s) off rescheduled so that an employee is guaranteed two (2) days off per week.** No employee shall be required to participate in training outside his regular shift for more than two (2) hours at straight time rates. The two (2) hours may be scheduled either prior to or after the regular shift ~~and, if further work is necessary, the two (2) hours training shall be considered as overtime for further pay computation.~~ **For employees who work forty (40) hours per week, exclusive of any training before or after their shift, said two (2) hours of training shall be paid at the overtime rate.** There shall be no training on holidays except by agreement between the Company and the Local Committee. When an employee's shift or regular days off are changed for training purposes, the Company will give him seven (7) calendar days notice of such change.
- ~~5.7 New employees, who are required to attend initial formal, classroom training prior to regular assignment, shall be paid the minimum hourly rate in accordance with State and/or Federal wage standards. Such training shall not include “production” work and not exceed eighty (80) hours of classroom training.~~
- 5.7 Whenever formal training is required for employees to qualify on new equipment or technology, the Company shall to the fullest extent possible, offer the training by seniority on each shift and or bid area as practical. It is understood that the final decision rests with management.
- 5.8 The Company, in order to familiarize aircraft mechanics with the duties and responsibilities of maintenance controllers, may schedule a mechanic to report to duty as an observer to shadow a controller. It is understood that the mechanic if scheduled, shall do so on their regularly scheduled shift. No more than 4 mechanics per month shall be scheduled. This clause is strictly based on the needs of the service and the Company has the final say as to whom gets assigned.

## ARTICLE 6 HOURS OF SERVICE

- 6.1 Eight (8) consecutive hours of service exclusive of a thirty (30) minute meal period will constitute a regular work day. A standard work week will consist of five (5) consecutive work days worked within seven (7) consecutive days. Notwithstanding the above, the Company may schedule employees up to a maximum of ten (10) hours a day so long as the total hours per week do not exceed forty (40), exclusive of a meal break. Employees on such ten (10) hour days shall observe a standard work week of four (4) consecutive days worked within seven (7) consecutive days.
- 6.2 Each employee shall be scheduled two (2) consecutive days off within each work week, and the Company will make every reasonable effort to schedule Saturday and Sunday as the days off for employees assigned to the Work Centers. Any deviation will be handled in accordance with Article 9 of this Agreement.
- (a) A ten (10) hour day, four (4) day week may be established by the Company. If utilized, the 3 days off shall be scheduled consecutively.**
- 6.3 Starting times of shifts will be on the hour, quarter hour or half hour and will be established in accordance with the needs of the service provided, however, that there will be no more than ~~seven (7)~~ **eight (8)** starting times within a twenty-four (24) hour period. It is further understood that ~~seven (7)~~ **eight (8)** starting times will not be used unless there are two (2) basic shifts established for that department.
- 6.4 Shifts for the ~~Work Centers~~, Line Servicemen, and Line Cleaners may be established in accordance with the needs of service at each station.
- (a) Work shifts for the overhaul shops at the maintenance base will be established as follows: Shift no. 1 shall start between the hours of 5:00 AM – 7:00 AM. Starting times of a second or third shift will be governed by the hours established for shift no. 1. The Overhaul shop for the purpose of this paragraph shall include:**
- Composite and Sheet Metal Shop (Aircraft Overhaul)
  - Tire and brake shop
  - Power plant shop
  - Avionics shop
  - Ground Service Equipment shop
  - Facilities shop
  - Interior shop
- (b) Work shifts for the rest of the maintenance base shall be established in accordance with the needs of the service and that it is understood that eight (8) starting times will be the maximum allowed. With the addition of Articles 6.4(a) and (b) the Company and Union agree to meet and discuss any unforeseen changes or matters which may have been overlooked concerning the application of these provisions.**
- 6.5 The regular starting and stopping time for work shifts will be scheduled and posted at the Maintenance Base and at the line stations and will not be changed without seven (7) calendar days notice to any employee affected by such change. Any change of one (1) or more hours in the starting time of a shift will call for a bulletin of all jobs affected for local bids.
- (a) Employees must be given seven (7) calendar days notice before being required to move to their new work shift/day off.
- 6.6 If an employee clocks in late or clocks out early, his time will be computed to the nearest quarter hour.

- 6.7 No regular employee or laid-off employee will be called to work or required to report for work for a work shift of less than eight (8) hours or pay therefore, except as provided in Clause 7.4, Overtime; provided, however, that in the event of a catastrophe resulting in the reduction of Company operations by as much as forty (40) per cent or in the event there is temporarily no work because of a work stoppage or a strike by employees of the Company or picketing causing a cessation of work, an employee shall receive a minimum of four (4) hours pay at the regular hourly rate unless notified that there will be no work at the close of the last shift he worked or sixteen (16) hours before the start of his regular shift, whichever period is the shorter.
- 6.8 Each employee covered by this Agreement will be given at least a ten (10) hour rest period between the end of his regular work shift and the commencement of his next regular work shift, including rotating shifts, except as provided in Clause 7.7. Employees will also be granted a ten (10) minute rest period during the first half of the work shift and a ten (10) minute rest period during the second half of the work shift without loss of pay for the purpose of relaxation. The time for the rest period will be regularly scheduled and posted by the Company at each work unit.
- 6.9 Regularly scheduled meal periods shall be of thirty (30) minutes duration and shall start no earlier than the beginning of the fourth hour of work and finish no later than the 6th completed hour of the work shift. Employees who, because of the requirements of the service, are requested to start their lunch period more than thirty (30) minutes in advance of, or more than one (1) hour after, the starting time of their regularly scheduled lunch period shall be allowed a thirty (30) minute lunch period as close to the regular lunch period as possible and paid for same at one and one-half (1½) times their straight time rate in addition to their regular compensation. Lunch period assignments for all employees will be posted in each work unit. **For ten hour shifts, it shall be applied the beginning of the fifth (5<sup>th</sup>) hour and finish no later than the seventh (7<sup>th</sup>) hour.**

7	8	9	10	11	12	1	2	3	4
1st hour			Start			Finish			



## ARTICLE 7 OVERTIME AND HOLIDAYS

- 7.1 An overtime rate of time and one-half (1½) computed to the nearest quarter hour with a minimum of one-half (½) hour overtime, shall be paid for all work performed in excess of eight (8) hours in any one day, either in advance of or after regularly scheduled hours, for the first four (4) hours in excess of eight (8) hours in any regular work day, and for the first eight (8) hours worked on one (1) of the two (2) regularly scheduled days off each work week. Notwithstanding the above, employees who are scheduled for a ten (10) hour shift shall be paid an overtime rate of time and one-half (1½) computed to the nearest quarter hour with a minimum of one (1) hour overtime for all work performed in excess of ten (10) hours in any one day, for all work performed either in advance of or after regularly scheduled hours, for the first ~~two (2)~~ **four (4)** hours in excess of ten (10) hours in any regular work day, and for the first eight (8) hours worked on one (1) of the ~~two (2)~~ **three (3)** regularly scheduled days off each work week.
- 7.2 The overtime rate of double time shall be paid: (1) for all hours in excess of the first eight (8) hours worked on one (1) of the two (2) regularly scheduled days off each work week; and (2) for all time worked on the second or subsequent regularly scheduled day off in his work week if the first regularly scheduled day off in his work week has been worked; and (3) for all time worked in excess of twelve (12) hours **if on an eight (8) hour shift** or fourteen (14) hours, if a 10-hour shift in any regular work day. When an employee, ~~after bidding,~~ voluntarily changes his shift so that he works the **fifth (5<sup>th</sup>)**, sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive day of his former shift, the ~~overtime~~ **double time** provisions noted above do not apply **and overtime paid will be in accordance with State law..**
- (a) For overtime purposes, the regular twenty-four (24) hour work day shall begin with the starting time of the employee's regular assigned shift **and the employee's work week shall commence with the scheduled starting time of the employees first scheduled work day..** Employees on rotating relief schedules who work on their first or second days off will be paid overtime based on the twenty-four (24) hour clock commencing at the starting time of the last scheduled straight time day worked.
- 7.3 Overtime compensation shall not apply when an employee works a **fifth (for 10-hour shifts)**, sixth and seventh day as a result of a change in days off through the voluntary exercise of seniority bidding rights, including general shift bids, **unless required to be paid so by applicable state law.** This provision includes shift changes caused by bumping when a senior employee voluntarily steps back or exercises other seniority privileges not caused by Company action. In the case of a reduction in force or shift/days off change initiated by the Company, however, this rule does not apply and all employees who must exercise their bumping or bidding privileges to retain their job classification or to continue employment with the Company will be paid overtime for the **fifth (for 10-hour shifts)**, sixth and seventh days worked as the result of such action.
- 7.4 Employees recalled after leaving the premises following the completion of a regular shift and not in conjunction with his next scheduled shift, will be paid not less than four (4) hours pay at the overtime rate. A recalled employee may be required to perform work other than that for which specifically recalled if the work assigned is of a kind normally performed during his regular shift. If an employee is recalled within one (1) hour from the time he clocked out, he shall be paid his minimum recall as though he had remained on duty without interruption until the end of his recall period.
- 7.5 An employee will not be called to work for less than four (4) hours at the overtime rate on his regularly scheduled day off or on a holiday. If said employee is retained in excess of four (4) hours, he shall be paid not less than eight (8) hours pay at the overtime rate.
- 7.6 No overtime shall be worked except by direction of the proper supervisory personnel of the Company.
- 7.7 An employee will have at least ten (10) hours off duty after having worked overtime except when called four (4) or less hours in advance of the regular starting time of his shift. If said rest period extends over his usual starting time, the employee shall be compensated for the time so lost on a straight time basis and the hours represented by such compensation shall be considered as hours actually worked for the purpose of

computing overtime. No employee shall work more than twenty-four (24) continuous hours without a twelve (12) hour rest period before returning to work. Employees will not be required to suspend work during regular working hours to absorb overtime.

- (a) **Once an employee has accepted an overtime assignment on a day-off offered by the Company, should the need for the overtime dissolve, the Company must notify the employee of the overtime cancellation no later than 2 hours prior to the start of the overtime assignment. Should the Company fail to notify the employee within two hours, the employee shall be paid two hours at the applicable rate. This provision does not apply to any overtime assigned on an employee's regularly scheduled work day.**

7.8 Overtime shall be distributed as equally as possible among all qualified employees at the location where overtime is required on the following basis, except when an employee is permitted to remain on the job up to one hour for job completion purposes **at the end of the employee's shift rather than using the overtime list. If the calculation process used to maintain the overtime lists used to track low man hours becomes automated, a copy of the list will be turned over to the local committee on the fifth (5<sup>th</sup>) day of every month in order to review proper application of call out procedures and overtime award.**

- (a) A formal procedure can be agreed upon between Local Management and the Local Committee. If such a procedure is agreed upon, all the guidelines shall be formally documented and signed by both parties. If at any time either side feels it no longer wants the agreed to formal procedure, it must give the other party written notice and such procedure shall cease 30 days later. From that point, overtime shall be distributed in accordance with 7.8(b) of this article.

- (i) In order to expedite the overtime distribution process, the Company may choose to implement an overtime sign up sheet for each of the various work centers and or by shifts if applicable. The list shall allow the employee to sign up to future overtime opportunities for pre and post shift and also for regular scheduled days off. The Company shall determine the length of time in advance in which the employee may sign up but at no time shall that period exceed seven (7) days. These lists shall be readily available to the employees at all times. ~~In the application of usage of these lists, the time limits stated in article 7.9 of the Agreement shall be applied in which employee shall be given four (4) hours notice of contemplated overtime.~~

- (ii) An employee who does not sign up on the list and should an opportunity arise in which the employee would have been eligible, shall be bypassed and charged for overtime without being called or paid for such by-pass. **If the contemplated overtime is four (4) hours or less, the overtime sign-up sheet shall remain open until four (4) hours prior to the start of the scheduled overtime. If the contemplated overtime is for more than four (4) hours, the overtime sign-up sheet shall remain open until twenty-four (24) hours prior to the start of the scheduled overtime. If an employee adds their name to the list after the deadlines stated above, they will not be eligible to any bypass claim but may still be considered to work the scheduled overtime if the need for overtime has not been filled.**

- (iii) An employee can place or remove his name on the list by calling in and directly notifying management. Should the need for overtime exceed the available employees who signed up, the procedures in 7.8 (b) shall apply

- (b) In accordance with the following rules to those available qualified employees who are shown on an overtime list by work center and shifts as having accrued the least number of overtime hours. Employees may advise management that they do not wish to be called for overtime in which event they may be bypassed and charged for overtime without being called or paid for such bypass.

- i. Whenever possible, four (4) hours notice of contemplated overtime shall be given affected employees.

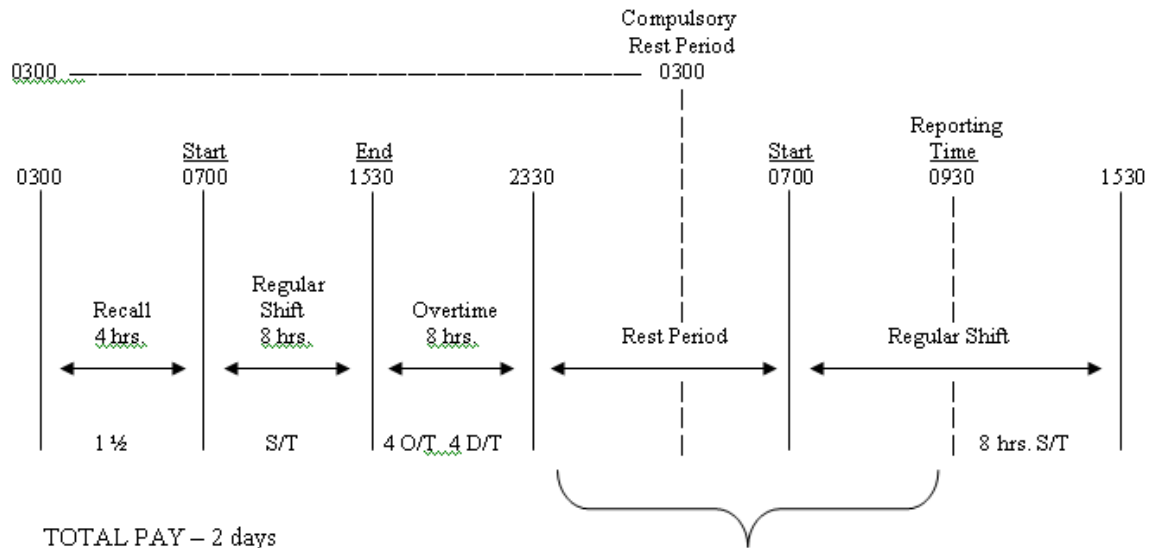
- ii. All overtime; ~~excluding holiday work, one (1) hour minimum overtime payments, and premium rate training~~ will be recorded for purposes of determining an employee's relative position on his overtime list.
- iii. An employee will be charged with overtime if he does not work the available overtime when his opportunity comes up and he indicates or has indicated to the Company his desire not to work overtime. Employees without telephone numbers listed for overtime calls will be charged with refusal when they would have been called. No charge will be made if the overtime is cancelled. However, if an employee is not advised of the opportunity to work at least one (1) hour prior to the contemplated start of non-emergency overtime, his overtime balance will not be charged should he refuse the work.
- iv. Overtime hours worked or charged will be converted to equivalent straight time hours and recorded. Recording will be in one (1) hour increments; an increment in excess of one-half (1/2) hour will be recorded as a hour.
- v. Employees absent from work on ~~their fifth (5th)~~ **the day or any fraction of the day preceding their first regularly scheduled day off day (except for unless employee is on vacation)** will not be eligible for overtime on ~~the sixth (6th) and seventh (7th) day~~ **their scheduled days off**, but will be charged for overtime to which their position on the overtime list would entitle them. **An employee who accepts overtime on a regular day off and becomes ill prior to reporting to work or at any time during the overtime assignment becomes ill and leaves, shall not be eligible for future overtime for the employees remaining scheduled days off for that week.**
- vi. **Employees who have accepted overtime and do not report for the assignment, shall be charged double (2x) the amount for the missed assignment which shall be recorded on the overtime list.**
- vii. **Employees who have accepted overtime and cannot meet their overtime obligation are required to notify the Company no less than two (2) hours prior to their overtime assignment.**
- viii. Employees absent from work for thirty (30) consecutive days or less for any reason shall not be called for overtime work or charged, except as provided for above. Employees absent from work in excess of thirty (30) days for any reason shall not be called for overtime work and, upon their return, shall be credited with but not paid the average overtime hours of the employees on the overtime list ~~or unless~~ **their own overtime hours, whichever is greater.**
- ix. Overtime balances shall be reduced to zero at the beginning of each year.
- x. When an employee's name is added to an overtime list, he will be charged with the average of the hours of all employees on the list.
- xi. During his probationary period (new hire), an employee will not be considered for overtime work unless enough qualified employees on the overtime list are not available, except that at a location where more than twenty-five percent (25%) of the total employees in shop (or work unit) and classification are in their probationary period they may work overtime; and when probationary employees work overtime they will be charged on the respective overtime list.
- xii. Overtime anticipated to be four (4) hours or less, which is continuous following a scheduled shift, will be offered to employees on regular work days on that shift. Overtime

anticipated to be four (4) hours or less, in advance of and continuous with a scheduled shift, will be offered to employees on regular work days on the oncoming shift.

- xiii. Overtime anticipated to be more than four (4) hours will be offered to employees on a regular day off with preference to employees on the shift on which the overtime is needed.
- xiv. An employee who is bypassed for an overtime assignment when eligible will be paid at the overtime rate for the overtime hours missed except as provided in Clause 7.8.b. The hours paid will be added to the employee's overtime balance.
- xv. When an employee performs emergency field service away from his base station, hours worked beyond eight (8) hours at straight time on a scheduled work day and all hours worked on a regular day off will be recorded as overtime and charged on his overtime list.
- xvi. Names of employees working relief shifts shall appear on the overtime lists of all such shifts, and they will be offered overtime work on each shift in accordance with their relative position on that shift's overtime list.
- xvii. ~~Only one (1)~~ Overtime lists will be maintained for each grouping **and/or shifts if applicable** at each work location. e.g.
  - a. Lead Inspectors/Inspectors
  - b. Lead Aircraft Mechanic/Mechanic
  - c. Aircraft Machinist
  - d. Aircraft Welder
  - e. Lead Mechanics/Mechanics
  - f. Lead Line Servicemen/Servicemen
  - g. Lead Cleaners/Cleaners

In reference to the use of these lists, it is understood and agreed that where the overtime vacancy to be filled is a lead position, the low lead employee on the overtime list shall be called to fill the requirement. On the other hand, if the position to be filled is for a position other than a lead and the low employee on the overtime list is a lead, he will be offered the position and if he accepts, he will be paid at the appropriate lead rate during such overtime period.

- xv. In the event two or more employees have equally accrued hours at the time an overtime opportunity is offered, the employee(s) with the higher classification seniority shall be offered first.

**EXAMPLE I.**

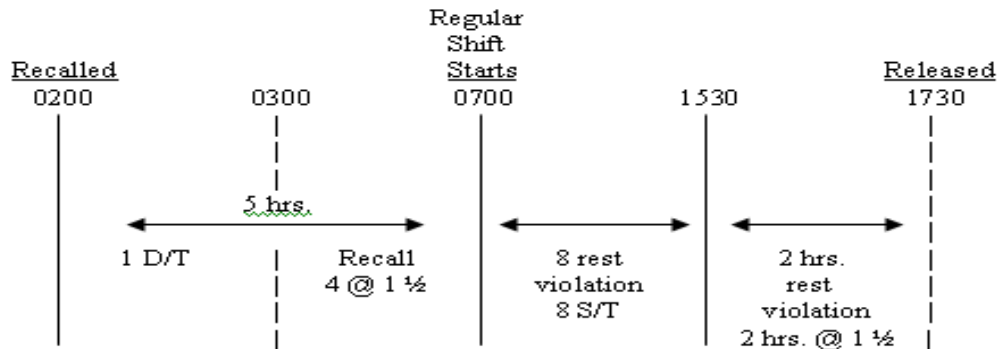
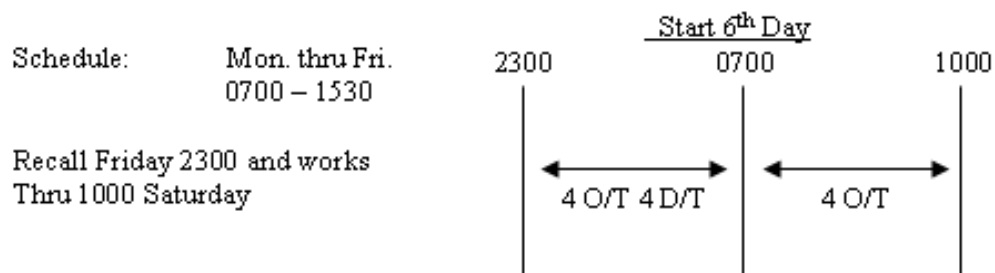
TOTAL PAY – 2 days

First Day	4 hrs. @ 1 1/2	=	6 hrs. S/T
	8 hrs. @ S/T	=	8 hrs. S/T
	4 hrs. @ 1 1/2	=	14 hrs. ST
	4 hrs. @ D/T	=	4 hrs. D/T
			<u>28 hrs. S/T</u>

If released at 2330 and recalled, any work performed during this period will be at D/T + S/T rest violation pay.

Second Day	8 hrs. @ S/T	=	8 hrs. S/T
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TOTAL PAY	2 days	=	<u>36 hrs. S/T</u>
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**EXAMPLE II****EXAMPLE III**

- 7.9 Except in an emergency, an employee will not be required to work overtime against his wishes. It is agreed that the performance of work necessary to maintain scheduled flights, or to protect Company property, will be considered as an emergency. **Scheduled overtime will not be considered emergency overtime as described in this paragraph.** Whenever possible, employees will be given four (4) hours notice of contemplated overtime. All efforts will be made by management to secure a voluntary work force. Management will seek volunteers among all qualified employees by starting with employees in the specific cost center requiring the overtime and then contacting all other qualified employees. If voluntary overtime is not procured one (1) hour before the commencement of the contemplated overtime begins, management will advise personnel in the specific cost center who are on duty of mandatory assignments to fulfill minimum required work force. Management will continue to call the volunteer overtime until all qualified employees are exhausted. Management will maintain a list of all employees they attempted to contact, and will provide that list along with a list of the persons who were required to work against their wishes, and a written explanation detailing the requirement for the mandatory overtime to the local committee chairman and District 142 General Chairman within three (3) days of the occurrence. It is understood that when the Company requires employees to work overtime against their wishes, the most junior person(s) (inverse seniority) on duty in the cost center will be required to work the overtime. If additional persons are needed for the required minimum work force, because the cost center employees have been exhausted, other qualified employees can be mandated in inverse seniority. **An employee who is on the last scheduled duty day of their week or is already on duty on overtime will not be subject to mandatory overtime. In case of a catastrophic event an employee may still be required to work mandatory overtime regardless of being on their last duty day of their schedule.**
- (a) **Employees who are forced to work overtime against their wishes shall be reimbursed for certain expenses that may occur as a result of the overtime. Those expenses are limited to any cancellation fees connected to a missed medical appointment or additional child care costs incurred as a result of the mandatory overtime. The employee must make a claim for reimbursement and submit proof to support the claim within seven (7) calendar days of the mandatory overtime worked in order to be eligible for any reimbursement. Reimbursement shall not exceed \$100.00 for any single reimbursement.**
- 7.10 (a) For continuous service after regular working hours, employees will not be required to work more than two (2) hours without being permitted to go to meals and employees will be allowed a thirty (30) minute period in which to eat without loss of time. **In lieu of taking this thirty (30) minute meal period employees may choose (with prior authorization from direct supervisor) to go home thirty (30) minutes early, operations permitting, without loss of pay.** Employees who work four (4) or more hours overtime after regular working hours will each be given ~~eight~~ ten dollars ~~(\$8.00)~~ **(\$10.00)** for meal allowance.
- (b) Employees reporting to work four (4) or more hours prior to their regular shift will be allowed a thirty (30) minute meal period with pay during the first hour of their regular shift. If not given an opportunity to eat within the first hour of his regular shift, he will be paid for such thirty (30) minute lunch period at one and one-half (1½) times his straight time rate and will be given an opportunity to eat as soon as possible after the first hour. Employees reporting to work two (2) or more hours prior to their regular shift will be allowed a ten (10) minute rest period before the start of their regular shift.
- 7.11 There shall be no pyramiding of overtime rates provided for in this Agreement, and no employee shall receive more than two (2) times the straight time rate for any overtime hours worked except for certain rest period violations as outlined in Clause 7.7.
- 7.12 (a) The following shall be designated as Company holidays:
- |                 |  |
|-----------------|--|
| New Year's Day  | Labor Day                                    |
| Presidents' Day | Discovers' Day <del>(as of 04/19/2011)</del> |
| Memorial Day    | Thanksgiving Day                             |

Kamehameha Day

Christmas Day

Independence Day

- i. If any of the above named holidays is by State or national proclamation observed on any day other than that on which it falls, the day observed shall be considered as the holiday.
- ii. ~~In addition, an~~ **A full-time employee's birthday will be recognized as a day off with pay and Company Anniversary Day will be observed as unpaid holidays.** The employee will be given the actual day off for his birthday. **If an employee's birthday falls on the employee's scheduled day off, the first day of the employee's normal work schedule will be recognized as his birthday** unless s/he requests otherwise. ~~If requirements of the service permit, providing he makes his request at least fifteen (15) days in advance the Company Anniversary Day can be taken on the actual date. If the employee's birthday and Company Anniversary Day are~~ is not taken on the actual dates, ~~they~~ **it** can be taken in conjunction with his days off. In any event ~~they~~ **employee's birthday** must be taken within thirty (30) days of the actual date.
- iii. **An employee's Company Anniversary Day will be observed as an unpaid day off.** If requirements of service permit, providing he makes his request at least fifteen (15) days in advance, the Company Anniversary Day can be taken on the actual date. **If the employee's Company Anniversary Day is not taken on the actual date it can be taken in conjunction with his days off.** In any event the **employee's Company Anniversary Day** must be taken within thirty (30) days of the actual date.
- iv. If ~~either the employee's birthday or Company Anniversary Day~~ falls on one of the holidays noted above, he will be given an additional day off in accordance with the preceding procedures.
- iii. ~~As of 04/19/2012, full time employee's birthday will be observed as a day off with pay, utilizing the same procedure noted above in 7.12.a.ii.~~

7.13 If a holiday falls on an employee's scheduled day off, ~~his next work day~~ **his first day of his normal work schedule** shall be observed as his holiday **for pay calculations.** **It is understood that the Company cannot force the employee to take the day off, nor can the employee demand to have the day off. If the needs of service permit, the employee may request the day off, and if approved shall receive holiday pay at his straight time rate;** ~~an extra day will be added to the employee's paid vacation if the holiday falls within his vacation period.~~ Any employee absent on a holiday due to illness shall be paid holiday pay at his straight time rate. Employees shall not receive both sick leave and holiday pay for absences on a holiday.

- (a) **A holiday which falls during or on an employee's vacation bid will be compensated as a holiday. The employee's vacation credits will not be charged for the holiday, however, the employee's vacation period will not be extended because of the reduced number of vacation days charged.**
- (b) **For the purpose of this paragraph, it is understood that if an employee's birthday falls on the employee's scheduled day off, the first day of the employee's normal work schedule will be recognized as his birthday, and shall be a day off with pay.**

7.14 Insofar as possible an employee shall be released from duty on the day observed as the holiday, and when so released will be paid for eight (8) hours at the straight time rate.

7.15 An employee required to work on a holiday will be paid his holiday pay (8 hours at straight time) plus time and one half (1½) for the first eight (8) hours worked or for the first ten (10) hours if that is the length of his

regularly scheduled shift. Time worked in excess of the eight (8) and ten (10) hours respectively, will be paid at double time for all hours worked.

- 7.16 An employee absent from work the day before or the day after a holiday without permission from the Company shall receive no pay for the holiday. Employees suspended for a period during which a holiday falls will not be paid for the holiday.

The term “without permission” above refers to the act of not calling in/not showing up for work. When this AWOL situation occurs the day before or after a holiday, the employee does not get paid holiday pay if the employee works on the holiday or does not receive sick pay should the employee call in sick on the holiday. The term “without permission” does not apply when an employee calls in sick the day before or after a holiday.

- 7.17 When it is not possible for all employees in a department or work unit to be released from duty on the day observed as the holiday, the needed employees shall be offered the opportunity to work in the order of their seniority. If no one desires to work, the junior employees of said department or work unit may be required to work. An employee required to work on a holiday who fails or refuses to report to work, unless for a justifiable reason, shall not receive any compensation for that day.



## ARTICLE 8 TRAVEL PAY

- 8.1 Employees who are temporarily transferred from their home station to fill temporary vacancies shall be paid in accordance with Clause 8.8 and 8.9 for the time necessary to travel in connection with such temporary transfer, and they shall receive necessary and reasonable expenses for transportation, laundry, meals and lodging in accordance with Clause 8.4.
- 8.2 Employees required to work after traveling in connection with temporary assignment shall be paid at the overtime rate for all hours worked in excess of eight (8) hours of waiting, traveling, and working time for the day in question.
- 8.3 When an employee is away from his home station filling a temporary vacancy, he shall be paid straight time and overtime in accordance with the provisions of this Agreement based on the shifts as scheduled at the location of the temporary vacancy, but in no event shall he receive less than eight (8) hours pay for each day. It is understood that the Company may schedule an employee to take his regular days off without compensation except for the reasonable and necessary expenses provided for in this Article.
- 8.4 Where transportation, laundry, meals and lodging are not provided by the Company, necessary and reasonable expenses will be allowed. Upon application an employee will be given an advance by the Company to cover his expenses while away from his base station. When overnight lodging is required, single room accommodations will be made. When only twin room accommodations are available, if the employees choose to share a room, the cost of a single room will be divided between them. In the event the employees choose not to share a room, the employee without a room will be provided with the dollar amount that the single room would have cost. Within five (5) days after returning to this home station, or at the close of each week in the event the employee is away for a period longer than one (1) week, the employee shall submit an expense account in accordance with Company regulations; and if the employee has returned to his home station, the account shall be accompanied by the balance of any expense money advanced in excess of the expensed amount.
- 8.5 Upon completion of such temporary assignment or emergency field work, an employee shall return to his home station in accordance with the orders received at the time he left his home station, or in accordance with the orders he receives from the person to whom he was ordered to report in the field, and shall be compensated for the return trip in accordance with the provisions of Clause 8.8 and 8.9.
- 8.6 Employees called from home for temporary assignment or emergency field service after completing their regular shift assignment or on a regular day off or holiday, will be allowed one (1) hour as preparatory time at the overtime rate and in all possible cases will be given two (2) or more hours notice before departure time.
- 8.7 When employees covered by this Agreement engaged in emergency field service away from their base station to restore Company or contract carriers' aircraft or equipment to service, they shall be paid for such work on the same basis as at their base station with a minimum of eight (8) hours at straight time rate for each twenty-four (24) hour period.
- 8.8 All time spent in waiting, traveling, and working in connection defined in Clause 8.7, will be paid for on the same basis as though the employee had worked that same number of hours at his home station. As an example:
- A Honolulu based Mechanic punches in at Honolulu and is sent on emergency field service to some other island. He works nine (9) hours -- travels a total of two (2) hours and waits two (2) hours -- he will be paid for eight (8) hours at straight time (if regular scheduled work day), and four (4) hours at time and one-half and one (1) hour at double time.
- 8.9 If such travel is interrupted for any reason and the employee is released by an agent of the Company for a period of five (5) or more consecutive hours, he shall not be paid for the time released, but in no event shall

any employee receive less than eight (8) hours pay at straight time rate for any twenty-four (24) hour period while away from his base station. It is understood the Company may schedule an employee to take his regular days off without compensation except for the reasonable and necessary expenses provided for in this Article.

- 8.10 When an employee covered by this Agreement receives a special assignment to attend training classes pertaining to his work or to fulfill other special assignments not constituting emergency field service or the filling of temporary vacancies, he shall receive compensation not to exceed eight (8) hours per day for the time spent in traveling or waiting at the applicable rate **as follows:**
1. **All traveling or waiting on an employee's regularly scheduled day off shall be compensated at the applicable overtime rate up to a maximum of (12) hours.**
  2. **All traveling or waiting on an employee's regular scheduled work day will be compensated at a minimum of their normal shift hours at their applicable straight time rate. If an employee's travel plus wait time exceeds their normal shift hours, the employee will be paid for the actual hours spent traveling up to an additional four (4) hours at straight time rates.**
  3. If such special assignment involves traveling after completion of his regular work for the day, he shall receive the applicable overtime rate.
- 8.11 All employees on temporary assignment or Emergency Field Service will be entitled to per diem for meals from the time they leave their home base until the time they return. Temporary assignments must include an overnight stay in order to qualify for a per diem. The per diem rate will be that given in **the most current Public Form 1542 IRS Allowance update on the GSA website, [www.gsa.gov](http://www.gsa.gov), at the time of assignment.** ~~date of signing of the revised agreement.~~ For partial days the per diem rate will be pro-rated and will be reimbursed for the time they are away using an ~~quarter~~ **eight-hour** system: ~~00:00 to 05:59; 6:00 to 11:59; 12:00 to 17:59; 18:00 to 23:59~~ **00:00 to 07:59, 8:00 to 15:59, 16:00 to 23:59.** For interisland assignments that do not require an overnight stay he shall be reimbursed for receipted reasonable expenses.
- 8.12 Employees traveling to or from Emergency Field Service assignments, special assignments, or training will be ticketed on a "must ride" basis. If the flight is on Hawaiian and is over two (2) hours the employee shall be ticketed PS1Y and given the highest priority for First Class Seating immediately following the last Revenue First Class passenger (not including interline or Hawaiian Airlines employee upgrades). In the event of insufficient First Class seats, assignment of employees shall be as follows: All currently active captains then all remaining deadheading crew members and IAM members traveling in accordance with this clause in order of date of hire.
- 8.13 In the event an employee is required to travel off island on an assignment and the mode of air transportation involves a single engine aircraft or helicopter, should the employee express legitimate concerns regarding flying in these types of equipment, the Company will either find an alternate mode of transportation or select another qualified employee for the assignment.

## ARTICLE 9 SENIORITY

- 9.1 Seniority shall be by work classification and shall accrue from the date of entering the classification on a permanent full-time assignment.
- 9.2 Under the conditions when classification seniority is identical, seniority ranking will be as follows:
- (a) The next lower classification seniority. If this classification seniority is also identical, then the next lower classification will be considered, right on down the line.
  - (b) If the lowest classification seniority is identical, then the date of hire.
  - (c) If the date of hire is identical, then the older employee will be ranked first. For employees hired May 28, 1999, and thereafter, if the date of hire is identical, then the employee with the lowest last four digits of their social security number will be ranked first.
- 9.3 The classifications to be recognized for seniority purposes shall be those set forth in Article 4, Classifications of Work, of this Agreement. The order in which these classifications are listed in Article 4 shall determine the sequence for the purpose of promotions and step-back as provided for elsewhere in this Article.
- 9.4 The qualified employees covered by this Agreement possessing the greater seniority shall receive preference in all matters regarding choice of shops, shifts, days off, transfers, promotions, retention in the event of reduction in force, and re-employment. In any situation in which an employee must exercise his seniority as referenced to the above sentence, they will have ~~five (5)~~ **seven (7)** calendar days from receipt of such notice to do so. It is understood that "qualified" shall mean the basic ability to perform the work required for the job and not "best qualified". Lack of formal training shall not be cause in itself for disqualifying an employee. In the case of layoffs, demotions, or voluntary step-backs, the affected employees and any other employees they displace will have ~~five (5)~~ **seven (7)** calendar days from receipt of notice to bump into any shops, shifts, or days off in accordance with seniority and ability to perform the work. Employees who fail to meet the performance requirements of the jobs they bump into and are found unqualified within the sixty (60) day trial period shall have the right to bump again. Notwithstanding the provisions of this paragraph, the permanent bid procedure established under Article 10 of this Agreement shall apply in the assignment of all employees to shifts and days off.
- (a) **An employee who decides to exercise their right to step down shall only be allowed to do so if the employee has a minimum of six (6) months in that classification in which they want to step down from.**
  - (b) **When an employee has been awarded a vacancy and has not had the opportunity to report to the new position or demonstrate the ability to perform the duties, and is subsequently bumped from that awarded position, that employee shall be given rights to bump into any shop, shift, or days off in accordance with seniority and ability to perform work. (Reference LOA #30 – Vacancies and Bumping Rights)**
- 9.5 An employee who has once exercised his seniority rights in the choice of a shift or days off may not thereafter exercise his seniority rights to displace a junior employee from a shift or days off to which the junior employee is already assigned.
- ~~9.6 An employee assigned to a supervisory position prior to or after the date of this Agreement will retain and continue to accrue all seniority held prior to such assignment until January 1, 1971. After this date, such employee will retain seniority accrued to January 1, 1971 but will not accrue further seniority while continuing in such supervisory position. Individuals assigned to a supervisory position can only bump back voluntarily into a contract job in which they have seniority only if there is a vacancy. This clause is inapplicable in the event of RIF or removal from a supervisory position by management. The name of such supervisory employee shall be carried on the seniority lists as provided for in Clause 9.10 below.~~

- 9.7 Employees leaving positions covered by this agreement to accept noncontract ~~non-management~~ positions with the Company will continue to accrue seniority for ~~six (6) months~~ **one hundred eighty (180) calendar days** and thereafter retain seniority provided they continue to submit the applicable dues to the union. Such employees can only voluntarily return to the bargaining unit if there is a vacancy. However, in the event of RIF (Reduction in Force) or involuntary removal from a non-management position, the employee can displace back into the bargaining unit providing he meets the qualifications. The names of such employees shall appear on the seniority lists.
- (a) **It is understood that the 180 calendar days shall be recognized as the employee's "trial period" into the non-contract work force and no employee covered under this agreement shall be afforded more than two "trial periods" throughout the employee's career while accepting a position and being an active member holding a bargaining unit position covered in this agreement. The trial periods described in this paragraph will not be less than five (5) years apart and cannot be for the same job title.**
  - (b) **The Company may upgrade employees covered under this agreement on a voluntary basis for the purpose of filling a temporary vacancy (due to an approved leave of absence) of an established position within the front line supervisory group. No employee will be allowed to upgrade to a temporary front line supervisor position for more than thirty (30) calendar days in a rolling three-hundred-sixty-five (365) day period. When doing so, the employee shall not be allowed to impose any discipline on any covered employee. Employees serving in the capacity as a non-covered employee shall not be eligible for overtime opportunities during this time.**
- 9.8 When the employee accepts a position in the Company that is in a non-IAM Collective Bargaining Agreement, the employee shall continue to accrue seniority for the length of their probationary period in the other collective bargaining agreement. To continue to accrue and retain seniority such employee must pay union dues on a monthly basis. During this period the employee may displace into the bargaining unit providing he has the classification seniority and meets the qualifications. At the end of the probationary period the employee loses all seniority in this bargaining unit.
- (a) When an employee accepts a position which is in another IAM Collective Bargaining Agreement, he will be subject to a sixty (60) day trial period as outlined in Article 10.12 of this Agreement.
  - (b) If the employee is found to be unqualified within the trial period, he shall be returned to his former assignment prior to accepting the new position and for six (6) months, shall not be allowed to bid for a position in which he was found unqualified. If the employee successfully passes the trial period, he shall be given a classification seniority date in this Agreement and shall lose all seniority in his former Collective Bargaining Agreement.
- 9.9 Employees new to the bargaining unit shall be regarded as probationary employees for the first ~~one hundred twenty (120)~~ **one hundred eighty (180)** calendar days of their employment and may be discharged at any time during said probationary period without hearing. Upon notification to the local committee, with the exception of days off and holidays, an employee who spends any part of the probationary days away from work, (e.g. sick leave, vacation, leave of absence and occupational illness or injury leave) shall have his probationary period automatically extended until such time that he completes his ~~one hundred twenty (120)~~ **one hundred eighty (180)** calendar days. If retained in the service of the Company after the probationary period, the names of such employees shall then be placed on the seniority list for their respective classifications. The Company will provide to the Union, a list of all new employees who are covered by this Agreement on a Monthly basis.
- 9.10 Copies of a seniority list by classifications showing the basic classification name, job classification, classification seniority date, and the date of entering the Company's service of each employee covered by this Agreement shall be posted in a convenient place within thirty (30) days after the effective date of this Agreement. A copy of such list will be furnished to the System General Chairman and to the Chairman of the Local Committee.

(a) The classification seniority date and/or the date of entering the Company's service shall, when necessary, be set ahead to adjust for any periods during which the seniority accrual has been as provided for in Paragraph A of Articles 9 and 11.

(b) Such list shall be amended twice per year as of February 1 and August 1 of that year, to be delivered to the Union by the 20<sup>th</sup> of that month to incorporate changes and additions and shall be subject to correction upon protest of any omission or incorrect listing if complaint is filed under the procedures of Article 15 within thirty (30) days of delivery of said list to the Union. ~~provided, however,~~

(c) If no such protest is filed within thirty (30) days from the time the first list is posted and delivered to the designated Union representative or within thirty (30) days from the date an employee's name first appears on a list posted and given to the Union representative, the seniority date and the Company service date on each list shall be presumed beyond question to be correct and no protest, grievance, suit or other means shall thereafter be commenced or entertained **until the next list is published.** ~~to change said date for any employee.~~

**(d) If an employee is on an approved leave of absence for the entire protest period, that employee will have seven (7) calendar days from when they return to file a protest. If no protest is made, the list will be presumed correct.**

**(e) If a date has not been challenged within three (3) years of first entry onto the list, the date will be presumed to be valid. This does not preclude fixing obvious errors such as typos or list sorting issues.**

9.11 An employee covered by this Agreement shall lose his seniority status and his name shall be removed from the seniority list under the following conditions:

- (a) He resigns from the Company.
- (b) He resigns from a classification or steps down to accept a lower classified job or part-time job for which he is the successful bidder.
- (c) He is displaced and refuses to exercise his seniority rights to bump laterally into another job for which he is qualified.
- (d) He refuses recall to a higher classified job of more than sixty (60) days anticipated duration for which he is qualified.

Under the circumstances listed in clause 9.11 b, c, d, it is understood that he will lose only such seniority he has earned in the basic classification from which he resigned, stepped down, was displaced, or refused recall, provided he shall not lose this seniority if he must change his domicile in order to bump or accept recall. This will not restrict him from bidding on future vacancies in any classification.

- (e) He is discharged for cause.
- (f) He is absent from work for two (2) consecutive work days without properly notifying the Company of the reason for his absence and not then if a satisfactory reason is given for not so notifying the Company.
- (g) He does not inform the Company in writing, by email, or by fax of his intention to return to service within ten (10) days of sending out notice offering him re-employment.
- (h) He does not return to the service of the Company on or before a date specified in the notice from the Company offering him reemployment, which date shall not be prior to fifteen (15) days after sending such notice; provided, however, that the offer is for a position anticipated to last ninety (90) or more consecutive days.

- (i) He is not recalled after having been laid off from the Company for a continuous period of five (5) years. The five (5) years shall be considered broken only if an employee is recalled for a period of ninety (90) or more consecutive days.
  - (j) He accepts a bargaining unit position not covered by this Agreement and successfully completes his probationary period. This condition is effective April 1, 1980.
  - (k) He is presently holding a bargaining unit position not covered by this agreement and refuses a position to which his seniority entitles him.
- 9.12 All notices required to be sent under Clause 9.11 shall be hand delivered (the appropriate time period shall commence at the time and on the day the employee receives and signs for it), sent by registered or certified mail, return receipt requested, or by email or by fax to the employee at the last address filed by him with the Personnel Office; provided, however, that there shall be no duty on the part of the Company to send a notice to the laid-off employee unless said employee shall, when laid off, file his address with the Personnel Office of the Company and shall thereafter promptly advise the Personnel Office of any change in address.
- 9.13 When it becomes necessary to lay off employees because of a reduction in force, the employees to be laid off shall be given seven (7) calendar days notice or shall be paid at the rate of eight (8) straight time hours per day in lieu thereof. Affected employees whose seniority rights entitle them to continued employment shall assert such rights within five (5) calendar days from receipt of notice of layoff.
- 9.14 All full time employees, ~~who were on the seniority roster as of September 30, 1983,~~ **who have completed 20 years of service** shall receive **longevity pay of one cent (1¢) per hour per year** ~~longevity pay after one (1) year's service with the Company to a maximum of fifteen cents (15¢)~~ **twenty cents (20¢) after fifteen years per hour.**
- 9.15 Scale increases within classifications and longevity increases will be effective on the nearest date commencing a regular pay period.
- 9.16 All orders or notices to an employee covered by this Agreement involving a transfer, promotion, demotion, or lay off shall be given in writing.
- 9.17 Employees who have given long and faithful service in the employ of the Company and who have become unable to handle their normal assignments will be given preference for such other available work as they are able to handle within their classification at the rate of pay for the job to which they are assigned.
- 9.18 It is understood that those employees who are in good standing and are not working under the I.A.M. Agreement but who are working in a noncontract position within the Company shall continue to accrue all seniority until January 1, 1971. At that date, those employees will retain seniority accrued through December 31, 1970 but will enjoy no further accrual until such time as they may exercise their seniority and return to work covered by this Agreement. Employees leaving positions covered by this Agreement after January 1, 1971 to accept a non-contract position within the Company will continue to accrue all seniority for six (6) months after acceptance of said positions and will thereafter retain all seniority held at the time.
- 9.19 Employees on authorized leave of absence will retain but will not accrue seniority except as provided in Clauses 11.1 and 11.3.
- 9.20 (a) **In the event of a reduction in force at a targeted domicile, the affected employee(s) shall have the right to exercise seniority at any other domicile which their Seniority and qualifications shall allow.**

**(b) Employees affected by an abolished position (and employees they displace which does not constitute a reduction in force at the employee's domicile, shall have the right to exercise seniority and qualifications at any bid location within their domicile.**

**For the purpose of this paragraph:**

- i. Reduction in Force shall be defined as a reduction of the current total work force of a specified classification assigned at that domicile.**
- ii. Abolished position shall be defined as: Position that will be eliminated permanently or shall be eliminated and be re-established elsewhere within that same domicile.**
- iii. All reduction in force and recall after a furlough shall be by Basic Classification Seniority.**

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## ARTICLE 10 VACANCIES

- 10.1 A vacancy shall be defined as any newly created position, vacated job assignment or addition in the complement of a work unit in excess of sixty (60) days.
- 10.2 All vacancies of more than sixty (60) days anticipated duration, including those caused by the temporary absence of an employee, shall be filled by a lateral bid, shift/day off bid, ~~or~~ by a posted Company Bulletin, **or by an employee who is exercising their seniority bumping rights.** (whichever is applicable).
- (a) An employee awarded a posted position for which there is a regular incumbent shall be returned to his former assignment and status upon return of the employee permanently assigned to the position.
  - (b) Employees awarded a position for which there is a regular incumbent which involves a promotion to a higher classification, shall be allowed displacement rights only for positions which he would have been eligible to fill in accordance with seniority and ability upon return of the employee permanently assigned to the position (provided he has successfully passed his trial period), or chooses to return to his former assignment and status as stated in 10.2(a).
  - (c) Vacancies caused by the temporary absence of an employee shall be re-posted as a permanent position should the incumbent not return to that position for any reason.
  - (d) **Any employee exercising their bumping rights can:**
    1. **Indicate their intention to bump into any posted vacancy(s) for which they are qualified for and their seniority will hold.**

**OR**

2. **If a known vacancy has not yet been posted in accordance with Article 10.6 of the agreement and the Company intends to fill the vacancy(s), the employee can indicate their intention to bump into that vacancy(s) for which they are qualified and their seniority will hold. It is fully understood that the Company must post the vacancy(s) within seven (7) days in accordance with Article 10.6 of the agreement.**

**If a more senior employee subsequently bids for said vacancy(s) during the posted time limits, the more senior employee shall be awarded the vacancy. The employee exercising seniority bumping rights will be given a new bump notice and an additional seven (7) days to exercise his/her seniority bumping rights.**

**If awarded the vacancy, the employee must accept the vacancy award. It is understood that an employee awarded the vacancy in accordance with this paragraph is recognized as bumping into the vacancy and as such, shall have all bumping rights afforded under the collective bargaining agreement, including Article 12.8 (b).**

**Any employee exercising their seniority bumping rights may indicate they are interested in more than one (1) vacancy and shall indicate the order of preference. It is further understood that the employee shall remain in his/her current position until the employee has been awarded a permanent position.**

- 10.3 Vacancies of sixty (60) days or less In the case of vacancies not expected to exceed sixty (60) days, the Company shall offer the temporary positions in the location and shift that the vacancy exists in seniority order, to the senior qualified employee.

- (a) In the case of a premium vacancy, the senior laid-off employee in the bid area in which the vacancy occurs shall be first offered the vacancy.
  - (b) Deviation from the practice of upgrading the senior qualified person in the shop may be agreed to on a local basis among the supervisor, local committee, and the senior qualified employee concerned for the purpose of training other more junior employees in the shop.
  - (c) An employee who has not established seniority in a classification will not accrue seniority in that classification while filling a temporary assignment anticipated not to exceed sixty (60) days.
  - (d) Temporary upgrading will be within the affected employee's classification only (e.g., cleaner to lead cleaner, mechanic to lead mechanic, etc.).
  - (e) Employees filling temporary vacancies of sixty (60) days or less shall be returned to their former assignment and status at the conclusion of the temporary assignment. Employee's filling temporary positions can bid on permanent positions.
- 10.4 An employee upgraded for four (4) hours or less will receive the higher pay for four (4) hours. An employee upgraded for more than four hours will receive the pay of the higher position for eight (8) hours.
- 10.5 Prior to filling vacancies, the Chairman of the Local Committee will be notified of the number of vacancies, the required qualifications and the duties. When selected, he will be notified of the names of the successful bidder(s).
- 10.6 Postings shall state the number of vacancies, whether temporary or permanent, the classification, the location, qualifications for the job, duties to be performed, rate of pay plus premium, if any, shift and days off, place where bids are to be sent, and the last date on which bids will be received, such date to be at least seven (7) days after the date the bulletin has been posted. Within seven (7) days after the bid is closed, the Company will post the name of the successful bidder. All postings will be transmitted by email to all stations/departments and put on the bulletin boards within twenty-four (24) hours of the time of that email. Part time bids shall be considered only after full time IAM bids have been exhausted.
- 10.7 Any employee bidding for such vacancy must file his bid in writing, in duplicate, with the Company in accordance with the instructions in the bulletin, and the Company will forward one (1) copy of the bid to the Chairman of the Local Committee. An employee bidding for more than one (1) vacancy shall indicate the order of preference on each bid.
- 10.8 In filling a bulletined vacancy, the senior qualified employee bidding will be selected for the job. However, he must relinquish this position if the vacancy was caused by the temporary absence of an employee on extended sick leave or on a leave of absence or extension thereof, when the employee who was sick or on leave returns to work. When the Company has selected an employee to fill a bulletined vacancy, it shall post immediately at all locations from which bids were received a bulletin showing the name of the employee selected to fill the job and his new classification seniority date. His name shall be placed on the seniority list ~~on a provisional basis~~ with classification seniority to begin on the day following the closing date of the bulletin advertising the vacancy, irrespective of the job; **upon completion of successfully passing the applicable trial period.** ~~provided his name shall be removed from said seniority list if he is found unqualified within the sixty (60) day trial period.~~
- 10.9 The company shall notify the successful bidder by letter within seven (7) calendar days after bid closing date that he has been awarded the job. Within seven (7) days after the job is awarded, the company shall place the successful bidder on said job or pay at the higher rate while awaiting replacement. At no time will a successful bidder be held more than fourteen (14) calendar days from moving to a new position, unless agreed upon between the company and local committee.
- 10.10 An employee awarded a permanent bid who has successfully completed his trial period, shall forfeit all bidding rights for a period of six (6) months (except where it involves shift or day off preference within his

location, or promotional/change of domicile opportunities). If an employee refuses to accept his new assignment after having been the successful bidder for a vacancy, he will forfeit all bidding rights (except shift or day off preference within his location) for the position declined for a period of six (6) months from the date he was notified that he was the successful bidder. The above does not apply in the case of a newly created position.

- 10.11 If transportation is required to move the successful bidder for a vacancy to his new location, the Company will furnish air transportation on its system for the employee and members of his immediate family, to the extent permitted by law, from the location from which he is transferring to the location of the bulletined vacancy. All other expenses incident to such transfer will be borne by the employee. The Company will, however, transport the employee's household goods and car over Company routes only on a strictly space available basis if such goods and car are delivered at the employee's expense to the Company's nearest freight facility. If no space is available to ship employee property within thirty (30) days from receipt, the employee must either arrange other means of transporting his goods, or may ship via Hawaiian at fifty percent (50%) of the going tariff. The employee, upon his request, will be allowed time off for a reasonable period without pay between the time he is relieved of his duties at his previous location and the time he is required to report at the new location, the length of such period to be established in advance. When an employee is forced to move from the U.S. mainland to an interisland location or visa versa in order to maintain employment at Hawaiian Airlines, he will have the option of receiving Actual expenses as outlined in Paragraph (a) or receiving a Flat rate as outlined in Paragraph (b).

(a) Actual Expenses:

- i. Actual moving expenses for household goods and effects up to a maximum of one thousand five hundred (1,500) cubic feet or fifteen thousand (15,000) pounds, if substantiated by properly receipted bills, for shipping, insurance for declared value, drayage, packing and unpacking, indicating the number of cubic feet of household goods or effects being handled. The Company, may, at its option, prescribe or control the shipment from the time of packing at the point of departure to the time of unpacking at the point of arrival. If for any reason the Company has not delivered the household goods within thirty (30) days from the time of packing, the Company shall pay thirty dollars (\$30.00) per day for each adult and child over twelve (12) years of age until the employee is notified that his household goods are available for pickup. Necessary storage of up to thirty (30) days will be authorized at origin and/or destination.
- ii. If such employee uses his personal automobile(s) for his or his family's transportation to the new vacancy, the Company will pay an allowance of twenty cents (20¢) per mile for the shortest American Automobile Association highway mileage between the employee's former residence and his residence. In cases where personal automobiles must be transferred by ocean (or air) shipping for all or part of the move, the Company shall pay all reasonable and actual costs of such transfer for up to two (2) automobiles.

(b) Flat Rate:

In lieu of actual moving expenses, an employee shall have the option to receive a flat rate in the form of a Hawaiian cash voucher, prior to his departure and be permitted to ship personal effects and household goods on a space available basis on Company aircraft.

- i. The Flat Rates between the following are:

Hawaiian Islands and the West Coast	\$2,500.00
West Coast and the East Coast	\$2,500.00
Honolulu and the East Coast	\$5,000.00

In order to be eligible for moving expenses or flat rate, the employee must actually move his residence.

- 10.12 An employee whose application for a vacancy **(including temporary vacancies)** is accepted shall have a reasonable trial period of ~~thirty (30) days but not to exceed~~ sixty (60) days, **with a minimum of thirty (30) days**, in order to demonstrate his ability to perform the work required. During such trial period, the Company will furnish the employee and the Union with a copy of the Company progress report that is completed by the supervisor in charge of the employee at the end of ~~thirty (30)~~ **twenty (20)** days and at the end of ~~forty-five (45)~~ **forty (40)** days of the trial period, if applicable. If during such trial period the employee is unable to demonstrate ability to perform the work required, and after the Company advises the Local Committee, the employee shall be returned to his previous assignment and shall not for a period of six (6) months be permitted to bid for a vacancy in the same location of work in which he was unable to demonstrate. Upon notification to the local committee, with the exception of days off and holidays, an employee who spends any part of the trial period away from work due to sick leave, vacation, leave of absence and occupational illness or injury leave, shall have his trial period automatically extended until such time that he completes his sixty (60) calendar days. **Successful completion of a trial period shall include the completion of the entire trial duration, either sixty (60) or ninety (90) days depending upon the position. If the employee is returned by the company to his previous assignment before completing the trial period, all employees awarded a vacancy created as a result of the employees move will also be returned to their previous position(s).**
- (a) An employee whose application for a vacancy as a Lead Mechanic is accepted shall have a reasonable trial period of ~~thirty (30) days but not to exceed~~ ninety (90) **with a minimum of forty-five (45) days** in order to demonstrate his ability to perform the work required. During such trial period, the Company will furnish the employee and the Union with a copy of the Company progress report that is completed by the supervisor in charge of the employee at the end of thirty (30) days, and at the end of sixty (60) days of the trial period, if applicable.
- (b) **It is understood that in the application of Article 10.12 that if an employee is returned to his previous assignment for not being able to demonstrate ability to perform the work within the trial period, that any employee(s) who had been placed in such vacancy(s) associated with the position for which the employee is being returned to shall also be returned to their previous assignment if applicable.**
- 10.13 Return to a former station for an employee who was unable to demonstrate ability to perform the work required by the job shall be without expense to the Company except that the Company will furnish the necessary return air transportation on its system for the employee and his immediate family to the extent permitted by law, and the employee, upon his request, will be allowed time off for a reasonable period without pay from the time he is relieved of his duties until he is required to report for work at his previous station. The length of such period will be established in advance.
- 10.14 No employee will be compelled to accept a permanent transfer except where it involves a reduction in force in one area of work and an expansion in force in another area of work in which event the junior qualified employee may be transferred.
- 10.15 In the event a vacancy in the classifications covered by this Agreement exists at any location on the Company system and no qualified employees bid, the Company shall have the right to select to fill such position the senior qualified employee at any location who is willing to accept transfer at the Company's expense.
- 10.16 It shall be the policy of the Company to promote its own employees, and only when qualified employees cannot be found to fill vacancies as provided for in this Agreement or to fill positions in the supervisory force, will it be the disposition of the Company to vary from this policy.
- 10.17 At stations where a full time employee is temporarily absent and where no permanent full time personnel are available to be upgraded, the company may utilize a part-time employee domiciled at that station to temporarily fill that position on a day to day basis. If the temporary vacancy due to illness or vacation

extends beyond or is anticipated to last longer than sixty (60) calendar days, it will be posted in accordance with Article 10.02.

#### 10.18 FILLING A VACANCY

- (a) All vacancies shall be awarded in accordance with Article 9.4 of this agreement.
- (b) When a vacancy becomes available, the company will notify the Local Committee of the specific work center, shift, days off and the reason for the vacancy prior to filling the vacancy.
- (c) All newly created positions shall be posted and filled in accordance with Article 10.6 thru 10.10 (as applicable) of this Agreement.
- (d) For vacancies which currently exist, lateral bids and shift/day off bids will be exhausted first. If there is no matching bid and no employee is entitled to be recalled to this position, the vacancy shall be posted in accordance with Article 10.6 thru 10.10 of this agreement.
- (e) **Once an employee has officially accepted an offer of a permanent vacancy, they will have deemed to immediately relinquish any rights to their previous position. Notwithstanding disqualification procedures in Article 10.12.**

#### 10.19 LATERAL BIDS

- (a) An employee who desires to transfer within his classification or lower classification may file a lateral bid on a form furnished by the Company specifying the work center/location, shifts and days off to which the Employee desires as vacancies occur.
- (b) An employee awarded a permanent vacancy utilizing this procedure will be frozen in that position for 180 days from the date of the award. However, he shall not lose the right to bid for bulletined jobs, change of domicile opportunities, or shifts/days off within his work unit.
- (c) The employee shall fill out the applicable form ~~in duplicate~~ and submit ~~both copies~~ to the Company's designee. The Company will date stamp "Received" ~~on both copies, retain one copy and return the other~~ and **send an electronic copy** to the Local Committee. When an employee is awarded a permanent vacancy and has successfully passed his trial period, all lateral bids on file for that employee will be removed by the Company (an employee's lateral bid awarded for a temporary vacancy will remain on file upon the return of the regular incumbent). Whenever a lateral bid is removed by the Company, both the employee and the Local Committee will be notified in writing.
- (d) The employee should specify a shift preference and day off preference on the bid. If the employee has no preference, he may list "any" as his choice. An employee who declines the position which he is offered shall be frozen in accordance Article 10.10 of this Agreement.

#### 10.20 SHIFT/DAY OFF BID CARDS

- (a) An employee who desires to change shifts and/or days off within his present work center may file a shift/day off bid card on a form furnished by the Company specifying the shift and/or days off to which the employee desires as vacancies occur to his department's manager.
- (b) The employee shall specify a shift preference and/or day off preference, if the employee has no preference, he may list "any".

- (c) The employee shall submit the shift/days off bid card to his manager in ~~duplicate triplicate~~ **duplicate**. The manager will sign ~~all three~~ **both** cards and return one to the employee for his own records, ~~one will be given to a shop steward or member of the Local Committee~~ and the **employee manager** shall retain the other.
  - (d) Acceptance or refusal of any preference listed on the employee's shift/day off bid card will void all remaining choices and the card will be removed from the department's file. The manager will advise the employee when his bid card is removed. The employee may submit a new card once the old card is removed.
- 10.21 To be considered for a vacancy, any lateral bid or shift/day off bid cards must be received by the Company by ~~5:30 4:00pm~~ the day before the Company notifies the Local Committee in writing of the vacancy. Any lateral bids and/or shift/day off bid cards submitted after this deadline will not be considered for that position.
- 10.22 Vacancies that are bulletined, but has an incumbent, shall be identified by a "T" on the bulletin. Employees filling such vacancies shall not establish seniority. Upon return of the incumbent, Article 10.2 of this Agreement shall apply.
- 10.23 In the event that the administration of the lateral bids and/or shift/day off bid cards becomes fallacious, the Company and the Local Committee may, by mutual agreement only, remove all lateral and/or shift/day off bid cards and have employees resubmit them, following procedures as agreed to in the mutual agreement.
- 10.24 The Union and Company agree to review and clean up Article 10 of the Agreement.

## ARTICLE 11 LEAVE OF ABSENCE

- 11.1 Where a justifiable reason exists, and where the requirements of the service will permit, any employee covered by this Agreement may, upon proper written application and written approval by the Company, be granted a leave of absence for a period not in excess of ninety (90) days. The designated local representative of the Union shall be notified of all leaves granted. Leaves may be extended for additional periods of not more than ninety (90) days each, upon proper written application and written approval from both the Company and Union. The Company and Union will approve or disapprove the request within five (5) days. An employee granted leave of absence shall retain and continue to accrue seniority during the first ninety (90) days of any such leave of absence. For leaves of absence in excess of ninety (90) days, the employee shall retain but shall not accrue seniority after ninety (90) days, except where the leave has been granted because of health, injury, disability leave, or special assignment by the Company.
- 11.2 **Maternity Leave**
- (a) Maternity Leave will be granted to employees in accordance with Company policy.
  - (b) An employee on a maternity leave will be returned to her vacated position or one of equal status and pay at her location if she has notified the Company within six (6) weeks after the birth of her child to the effect that she is desirous of returning to work.
  - (c) The Company must return the employee to work within thirty (30) days after she requests return to duty if she has been certified as being fit for work by a reputable physician. The Company may require such employee to return in thirty (30) days.
  - (d) An employee failing to notify the Company or failing to return to duty as prescribed above shall forfeit her seniority rights.
- 11.3 Employees accepting full-time employment with the Union for the purpose of representing employees covered by this Agreement shall be granted an indefinite leave of absence by the Company for the period so employed as long as the Union remains the exclusive bargaining agent for employees covered by this Agreement. An employee on leave of absence for this purpose shall retain and continue to accrue seniority **and longevity**. The employees selected as System General Chairman and Assistant System General Chairman shall have all employee benefits that can reasonably be continued in effect during their leaves of absence. The cost of Medical, Dental, Life Insurance and Pension Plans will be borne solely by the employees on leave.
- 11.4 Any employee covered by this Agreement on leave of absence who engages in gainful employment without prior written permission from the Company, a copy of which will be furnished to the Chairman of the Local Committee, will forfeit his seniority rights and his name will be stricken from the seniority list.
- 11.5 An employee covered by this Agreement shall upon returning from an authorized leave of absence or an extension thereof be returned to the job held when leave was granted if such job still exists; provided, however, that if such employee fails to meet the qualifications and performance requirements of the job within thirty (30) days of the date of his return, or if the job held prior to the leave of absence no longer exists, the employee will have the right to bump into any work units, shifts, or days off in accordance with seniority and ability to perform work.
- 11.6 Any employee hereunder returning from a military leave granted in accordance with the Universal Military Service and Training Act shall enjoy all re-employment rights allowed by the Act.
- 11.7 An employee who is on a paid leave of absence will be permitted to exercise his seniority rights upon his return from such leave and may bump into any position for which he is qualified that he would have been eligible to fill if he had not been on paid leave of absence.

- 11.8 An employee who is granted a leave of absence is not required to use all accrued vacation before entering the leave of absence status. However, employees may be required to use already accrued vacation time (i.e., earned during the prior year) when taking a family medical leave of absence under the Hawaiian Family Medical Leave Policy. **If an employee exhausts all vacation under the Hawaiian Family Medical Leave Policy and still has bid vacation days remaining prior to the end of the year, the employee may elect to take one (1) of their remaining bid vacation periods. Any other remaining bid vacation periods or requests may be taken as unpaid leave subject to manager approval.**
- 11.9 Upon providing satisfactory proof of bona fide hardship, employees may be granted up to eighty (80) hours emergency leave without pay if the needs of the service permit.
- 11.10 Bereavement Leave
- (a) In the event of the death of a member of an employee's immediate family, he will be granted up to three (3) days funeral leave with pay. Should travel be required outside the state in which the employee works, in order to attend funeral services, the employee will be granted up to five (5) days funeral leave with pay. Immediate family is defined as an employee's spouse, parents, children, brothers, sisters, **legal dependents, grandchildren** and grandparents.
- 11.11 Leaves of Absence will be granted under the Family and Medical Leave Act in compliance with all appropriate Federal and State Laws.



## ARTICLE 12 VACATIONS

- 12.1 The calendar year will be used for computing vacation allowances.
- 12.2 Effective January 1, 2002, an employee who has had one (1) or more years continuous service with the Company will become eligible for a vacation period as follows:
- |                           |           |
|---------------------------|-----------|
| 1 year but less than 5    | 80 hours  |
| 5 years but less than 11  | 120 hours |
| 11 years but less than 18 | 160 hours |
| 18 years but less than 24 | 200 hours |
| 24 years but less than 30 | 240 hours |
| 30 years or more          | 280 hours |
- 12.3 As of January 1 of each year, each employee who has less than one (1) year of continuous service with the Company will become eligible for a vacation period with pay, computed to the nearest hour, on the basis of one-twelfth (1/12) of the annual vacation allowance for each complete calendar month of service.
- 12.4 Vacation time will not accrue to employees while on leave of absence or sick leave without pay in excess of eighty (80) hours, excluding time off due to industrial accident or industrial sickness; and in these circumstances the annual vacation credit allowance for the following year will be reduced on a pro rata basis by the total number of days in the total actual leave.
- 12.5 Employees may not accumulate more than forty (40) hours of their annual vacation allowance excluding the current calendar year's allowance earned in the preceding calendar year.
- 12.6 If an employee who has accumulated vacation to his credit intends to avail himself during one calendar year of all or part of such accumulated vacation in addition to the current year's allowance earned in the preceding calendar year, he must make application to that effect in writing to the Company on or before December 15, stating the vacation period desired in the following calendar year; provided that at the employee's request in a personal emergency situation, special applications for vacation will be given immediate consideration by the Company. The Company will reply to the employee's request in writing not later than January 1, and, if the specific vacation period requested cannot be allowed, the Company will advise the employee of any alternate period or periods within the year during which his vacation may be taken.
- 12.7 On October 1 of each year, the Company shall post a bulletin for cost center/shifts showing employee names, Company seniority dates, and the projected number of hours of vacation, including accumulated vacation for each employee as of the following January 1. The Company shall ensure that vacation times available for bid during the year at each cost center/shifts are equal to, or greater than the total amount of vacation due the employees at that cost center/shifts for the year. Vacation periods will be scheduled at the convenience of the employees and no periods will be completely blocked out. (Reference in LOA #15) **The parties agreed that at least 30 days prior to the commencement of each year's vacation bidding the Company will meet with the shop steward to discuss the procedures which will be followed. The shop stewards will then handle the vacation selection. At this meeting the Company shall provide a bulletin for cost center/shifts showing employee names, Company seniority dates, and the projected number of hours of vacation including accumulated vacation for each employee as of the following January 1.**

- (a) There will be a first bidding period starting October 1 on the shift (if, by established past practice bidding has been by starting time rather than shift in any work unit, such practice shall be continued), in each work unit during which each employee, by Company seniority, will bid for choice of vacation period. Each employee, in turn by seniority, will be given a maximum of **twenty four (24)** ~~forty eight (48)~~ consecutive hours in which to bid after the employee who has the higher seniority has bid (it is understood that when bidding an employee will include the time of day he has bid and all efforts will be made to bid quickly in order to expedite the bidding process). Any employee not bidding within the allotted time will be bypassed. During the first bidding period, employees must bid for vacation in a block of forty (40) or more hours unless he has a smaller accrual at the end of the prior calendar year, in which event the employee must bid his full accrual.
- i. Employees who are in temporary positions during the vacation bidding period will bid in their permanent classification and shift.
- (b) Once the first bidding period is completed, a second period of continual rounds of bidding (but only one block of time per round) utilizing the same system as described in Clause 12.7 a. will take place until December 31st of that year. During all rounds of bidding subsequent to the first period, employees must bid a minimum block of sixteen (16) or more hours, except in any round other than the first bidding period an employee may bid a single eight hour vacation with the following provisions:
- i. No employee will be awarded more than one eight hour single vacation period per bid cycle.
- ii. Employees may only bid single eight-hour vacations in accordance with the following cap formula:
- | <b>No. of Hours Bid in<br/>the First Period</b> | <b>Maximum No. of<br/>Single 8-hour Period</b> |
|---|--|
| 80 or more hours                                | 5  |
| 120 or more hours                               | 8  |
| 160 or more hours                               | 10   |
| 200 or more hours                               | 12   |
- (c) Any excess vacation not bid by December 31, other than the 40-hour carryover allowed by Clause 12.5, will be assigned by the Company. The Company will not assign a vacation to an employee who is scheduled to retire in the following year and who has not submitted a vacation bid. Such employee may accumulate his vacation entitlement earned the year prior to early or normal retirement in addition to the forty (40) hours specified in Clause 12.5. On January 1, the vacation schedule for the year will be posted for each shop or work unit.
- (d) Employees assigned to relief shifts will bid for vacations on that shift on which they are scheduled to work the most straight time hours.
- (e) If, because of extenuating circumstances e.g. OCC, an employee has been unable to take his awarded or assigned vacation so that at year end he has greater than the allowed forty (40) hour carry over, he will be paid out all hours excess of forty (40) hours.
- (f) Except under emergency circumstances general shift bids will not take place during the annual vacation bidding period. If there is going to be a general shift bid to accommodate daylight

savings or standard time, the bid will be awarded prior to October 1 and go into effect when required.

- 12.8 Once vacation schedules are established, changes will be subject to the following:
- (a) If an employee moves from one work location to another by exercising his bid rights under the contract, he will be required to accept the vacation dates open in that work location.
  - (b) If an employee is required to move from one work location to another as a result of the Company's action, he will retain his vacation as bid or be permitted to fill open vacation time.
- 12.9 Where a justifiable reason exists and the requirements of the service permit, an employee may change his scheduled vacation period, provided that it will not interfere with another employee's vacation. Such changes may only be made on approval of the supervisor.
- 12.10 Vacation allowances may be granted in increments of less than eight (8) hours whenever the needs of the service will permit. Such increments will not be drawn from the employee's scheduled vacation unless specifically approved by his supervisor.
- 12.11 Where at the request of the Company an employee cancels his scheduled vacation, he shall be paid in lieu thereof for the cancelled vacation period at the rate of time and one-half (1½). **The cancelled vacation period will be credited back into the employees accrued vacation bank.**
- 12.12 At termination of employment or upon layoff from employment with the Company, an employee shall be paid for accumulated vacation at the rate of straight time. Vacation allowances for service of less than one year shall be computed on a pro rata basis of the annual vacation allowance computed through the last day of the preceding month.
- 12.13 If requested at least two (2) weeks before his bid vacation starts, an employee will receive his vacation pay in advance.
- 12.14 Vacation leave may be granted up to a maximum of forty (40) hours upon satisfactory proof of bona fide hardship and if the needs of the service will permit.
- 12.15 The Company shall establish and maintain a program to permit the voluntary and anonymous donation of accrued vacation by IAM District 142 members who wish to assist other employees who, because of serious illness, injury or other exceptional circumstances, have exhausted their own sick leave and/or vacation banks but are unable to return to work, and consequently, are facing financial hardship. The parties will establish a joint committee to establish rules, limitations and eligibility qualifications and to accept and approve applications for assistance within 90 days of ratification.

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**ARTICLE 13**  
**SICK LEAVE AND OCCUPATIONAL INJURY LEAVE**

- 13.1 ~~Effective November 1, 2001, Full-time employees will be credited with four (4) hours of sick leave for each month of employment during their first six (6) months of employment and eight (8) hours for each month thereafter. During the first 6 months full-time employees will not be granted any paid sick leave. During the second six (6) months of employment full-time employees shall be granted twelve (12) hours of paid sick leave. Regular part time employees will be credited with a prorated amount based on the hours worked in the month. Part time employees are not eligible for paid sick leave until they have completed twelve (12) months of employment.~~
- 13.2 Sick leave credit can be accrued up to a maximum of one thousand five hundred twenty (1,520) hours.
- 13.3 (a) Sick leave will be payable only for normal work hours lost due to sickness or disability and shall not be payable for sickness on an employee's day off, vacation or during a leave of absence. Regular sick leave shall not be payable for the first day of any disability which falls on the day before and/or after the employee's scheduled day off, holiday or vacation. Compensation during the sick leave period shall be at the employee's straight time rate of pay. Legitimate sick leave will not require any form of hospitalization.
- (b) An employee who is hospitalized for a non-job connected disability at the start of his vacation and who submits satisfactory evidence of such confinement may be granted sick leave, if requested, covering his period of confinement. If the employee exhausts his sick leave payments before ninety (90) days from date of confinement has elapsed, he may use and be paid for unused vacation credits until the ninety (90) day period has passed and his long term disability insurance payments have commenced.
- (c) In the application of sick leave pay provided by this Article, "disability" shall include total inability of an employee to perform the duties of her employment caused by pregnancy, the termination of pregnancy, complications resulting in sickness causing total disability, and childbirth, where physical disability is established by a physician's statement. "Disability" does not include pregnancy where the employee is able to perform the duties of her employment.
- 13.4 The Company may request a doctor's certificate before paying for sick leave in excess of three (3) days. Dental and doctor appointments will not be considered a basis for paid sick leave unless it can be shown that the doctor in question does not maintain office hours outside the employee's regular work time or on the employee's regular days off. Employees who falsely claim sick leave will be disciplined. Employees covered by this Agreement and IAM recognize their obligation to be truthful and honest in preventing unnecessary absences or other abuses of the sick leave program. Informational letters may be submitted to employees by the Company pertaining to sick leave usage. No employee will be reprimanded for legitimate use of sick leave. An employee whose dependability record is unsatisfactory shall be so advised, furnished a copy of his record and given a reasonable opportunity for improvement before any disciplinary action is taken. The Company and Union will cooperate to see that sick leave is fairly and properly used.
- (a) If an employee is under the care of a physician and is unable to report to work due to sickness for multiple days, he must notify and advise the Company of the length of such absence and his expected return to work date as indicated by his physician's instructions; he is not required to notify the Company for each day of his absence. If such employee is not under the care of a physician, he must update the Company as to his status every three (3) days.
- 13.5 All credit for non-occupational sick leave will be cancelled if employment ceases for any purpose other than layoff or authorized leave of absence, and no payment for such accumulated sick leave credit will be made at any time. No credit will be given for non-occupational sick leave purposes while an employee is on leave of absence or layoff.

13.6 Occupational injury as used in this Article means any illness or injury which is covered by Workers Compensation Insurance under applicable State laws.

13.7 Any employee who suffers an occupational injury after he has completed six (6) months continuous employment under this Agreement shall be paid occupational injury leave pay commencing on the first day of such injury. Occupational injury leave pay shall be equivalent to the statutory Workers Compensation benefit plus any accrued sick leave up to a maximum of the employee's basic straight time earnings. Use of accrued sick leave to supplement Workers Compensation benefits shall be at the employee's option.

EXAMPLE: Employee is out on an occupational injury, he shall be paid in accordance with one of the following procedures:

- (a) His statutory benefit plus a portion of his accrued sick leave to amount to a total of his basic straight time earnings. The employee may use his sick leave up to his maximum accrual.
- (b) If the employee has used all of his sick leave accrual, he may use his vacation accrual to supplement his statutory benefits to amount to a total of his basic straight time earnings.
- (c) In the absence of accrued sick leave or vacation, he shall receive the statutory benefits.
- (d) If the employee must attend doctor's appointments regarding his occupational injury, it is understood that the employee must make every effort to schedule such appointments on non-work hours. However, if that is not possible, the employee may be granted time off from work to attend such appointments and utilize sick leave hours for pay purposes. If such employee does not have available sick leave, he may use accrued vacation and if not that, then leave without pay.

13.8 Extended Illness Status

- (a) An employee who exhausts his sick leave or who is off work because of illness or injury longer than fourteen (14) days without sick leave pay shall be placed on extended illness status for three (3) years from the first day placed on such status. The employee shall, when placed on extended illness status, file his address with the Company and shall thereafter promptly advise the Company of any change in address. The System General Chairman will be notified by two (2) copies of a letter stating the employee's name, home address, work location, job title and the date he is placed on extended illness status.
- (b) While on extended illness status, the employee:
  - i. shall retain and continue to accrue seniority;
  - ii. may continue insurance coverage according to the provisions of the Company's insurance plan (see clause 23.12),
  - iii. shall be granted free or reduced on-line transportation privileges in accordance with Company policy.
  - iv. may be required to submit to physical examinations at Company request or to furnish medical reports of his current physical condition. If the employee is examined by a Company medical examiner or is directed to a specific medical examiner by the Company, the cost of the examination will be borne by the Company. If the employee is required to furnish a medical report of his current physical condition and elects to be examined by his own doctor rather than go to a Company medical examiner, he shall assume the cost of his examination. The Union will be notified of the date of a Company required medical examination if the employee requests the Company to do so in writing;

- v. shall not accrue or be entitled to any other employee benefits, such as vacation accrual, sick leave accrual, holiday pay, et cetera, except that an employee who is off work because of occupational illness or injury will continue to accrue vacation credit as long as such occupational illness or injury pay is supplemented by sick leave as provided in Clause 13.7 above.
- (c) If while on extended illness status the employee accepts employment elsewhere without prior approval by the Company and the Union, he shall be deemed to have severed his employee relationship with the Company.
- (d) There shall be no extension of extended illness status beyond three (3) years, except in the sole discretion of the Company. In the event the employee is unable to return to the full range of his duties at the end of the three (3) year period, his employment status shall automatically cease, except as provided above, and there shall be no recourse to the Grievance procedure. The Company shall provide sixty (60) days notice prior to any termination, and will notify the Union by providing the Local Committee with a copy of the letter to the employee. The Union may submit any relevant matters to the Company which has a bearing on whether an extension of EIS is appropriate. Should an employee return to work for up to ninety (90) days but be unable to perform the full range of his duties, the three (3) year period shall continue to run as if he had not returned to work.

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**ARTICLE 14**  
**TRANSPORTATION**

- 14.1 After completion of his probationary period, each full-time employee covered hereunder shall be eligible for free unlimited travel on a space available basis. A part-time employee shall be eligible for such pass privileges after completion of six (6) months of employment. The free unlimited space available transportation privileges described above apply to all flights operated by Hawaiian, including charters when allowed by the charter customer, with the exception of military air charters, for both active and retired IAM-represented employees and their eligible dependents, as well as eligible survivors of deceased IAM-represented employees with ten (10) or more years of service, whether or not such employees died while in active service with the Company. An employee who retires from the Company on his normal retirement date shall be allowed unlimited inter-island travel at a boarding priority of S0A. It is agreed that the free and reduced rate transportation as established by Company policy on the date of signing of this Agreement will not be substantially changed or discontinued during the term of this Agreement without first advising the Union of the reason therefore and affording the Union an opportunity to confer with the Company. For purposes of travel an employee who resigns with 25 years of service will be considered a retiree.
- 14.2 Upon application by the employee, the Company will furnish unlimited space available passes for the employee's legal parents.
- 14.3 The System General Chairman and the Assistant General Chairmen assigned to Hawaiian Airlines will, to the extent permitted by law, be furnished free transportation with a positive pass over the Company's system during their term in office for use in connection with their work in administering this contract. In addition, the Company will furnish an annual positive pass to the extent permitted by law, over the Company's system, to the incumbent I.A.M. District Representative. The Company shall provide free transportation over its routes for IAM representatives and staff members for the purpose of conducting IAM business. Such travel is positive space P1B/F2.
- 14.4 Passes and reduced fare privileges, as provided by interline agreements and as permitted by law, will be granted through the Personnel Section to retired employees and their eligible dependents, as well as to spouses and eligible dependents of deceased employees with ten (10) or more years of service. Upon an employee's death, his surviving spouse will be advised if free or discounted transportation is available to her and how to apply for such benefits. In addition to the aforementioned privileges, each retired employee and his or her spouse will be entitled to one service charge space available pass per year entitling them to the same priority category as an IAM active employee traveling on pleasure.
- 14.5 Employee boarding priority within each space available category shall be by date of most recent hire.
- 14.6 Full-time employees who are furloughed will have pass privileges on all Hawaiian Airlines flights, where permissible, for one (1) year from the date of furlough.
- 14.7 If the Company provides an improved travel benefit after 04/19/2010 to any other employee group, it shall provide the same or equivalent benefit to the IAM-M.

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## ARTICLE 15 DISCIPLINE AND GREIVANCE PROCEDURE

### *Preamble:*

In order to properly administer this Agreement and to dispose of all disputes or grievances which may arise under this Agreement or between the parties, the following procedure shall be followed. The parties recognize that in the best interests of the Union, the Employees and the Company the emphasis in this Article should be placed on resolving complaints at the lowest possible level and in an expedited manner based upon the facts and common sense. It is also understood that the purpose of discipline is to correct and deter through progressive action. This, however, does not preempt the Company from taking the appropriate level of disciplinary action in accordance with the House Rules and Corporate policy.

### 15.1 General Grievance Rights and Obligations

- (a) Should a grievance occur, both the Union and the Company shall make an earnest effort to ascertain the facts and seek a fair and equitable settlement.
- (b) The Union will be represented by not more than one (1) properly designated steward for each shift, at any activity at which employees covered by this Agreement are located.
- (c) The Union will be further represented by a Local Committee based in Honolulu consisting of three (3) members elected by the local membership. At any base where there are five hundred (500) or more employees covered by this Agreement, the Chairman of the Local Committee will be provided with full-time pay and time off and will be allocated space on Company property. If the base has two hundred (200) or more employees covered by this Agreement but fewer than five hundred (500), the Chairman of the Local Committee will be provided with one (1) day per week for each 100 employees at the base at full pay. These days off to attend to Union/Company business will be mutually arranged with his manager.

In addition to the other provisions of Article 15 (c), the Company will provide the Union with up to eighty (80) hours per month for the conduct of Union business, ~~provided that twenty (20) hours of that time will be used exclusively for purposes related to safety.~~

- (d) The Company will designate a representative at each location where persons covered by this Agreement are employed who is empowered to settle all local grievances not involving change in Company policy or interpretations or changes in the intent and purpose of this Agreement.
- (e) The Union and the Company will at all times keep the other party advised through written notice of any change in authorized representatives.
- (f) The System General Chairman or his representative shall be permitted at any appropriate time to enter shops and facilities of the Company for the purpose of investigating grievances and disputes arising under the Agreement after contacting the Company officer in charge and advising him of the purpose of the visit.
- (g) The authorized representatives of the Union shall be permitted at any time to enter shops and facilities of the Company for the purpose of investigating grievances and disputes after contacting the respective Company supervisor and advising him of the purpose of the visit.
- (h) Stewards will be permitted, after reporting to their foreman or supervisor, a reasonable amount of time during their working hours to investigate or present grievances. In the event it is necessary to go to another shop, they will report in with the foreman or supervisor of the other shop before contacting the affected employees. Local Committeemen will also be allowed a reasonable amount of time for this purpose. A Local Committeeman, regardless of seniority, will be assigned to whichever shifts and days off in his work unit the union requests provided that such shift carries a

job assignment in his work classification for which he is qualified and providing the days off requested match days off existing for that shift.

- (i) Necessary hearings and investigations shall, insofar as possible, be conducted during regular business hours, and stewards and Local Committeemen and necessary witnesses shall not suffer loss of normal pay while attending such hearings or investigations. Oral and written evidence may be introduced at such hearings and witnesses may be required to testify as if under oath.
- (j) The Company will not use, during grievance hearings, reprimands more than one (1) year old if offenses of a similar nature have not been committed in the interim. If no further disciplinary action is taken during the second year, letters of reprimand two (2) or more years old will not be considered when determining appropriate disciplinary action. At the employee's request such letters will be removed from his personnel file.
- (k) When it is mutually agreed that a recording is to be made or a stenographic report is to be taken by a public stenographer of any investigation or hearing provided for in this Agreement, the cost will be borne equally by both parties to the dispute. When it is not mutually agreed either party may have a stenographic record made of any such investigation or hearing at their own expense. A copy of such stenographic record will be furnished to the other party upon request at pro rata cost. The cost of any additional copies requested by either party shall be borne by the party requesting them.
- (l) No steward or Local Committee member shall serve in such capacity while he is on a leave of absence.
- (m) All time limits for hearing, appeals and decisions will be exclusive of Saturdays, Sundays, and holidays.
- (n) The parties may waive any step in this procedure and/or extend the time limits by mutual agreement. If an extension is requested, the time limits will be frozen until such time as a response is received.
- (o) It is recognized that at any time an employee may discuss his concerns/complaints with his supervisor.
- (p) Any grievance which the Company may have against the Union at any place on the system shall be presented by the Company's Chief Operating Officer or his designee to the System General Chairman. In the event the matter is not satisfactorily adjusted within two (2) weeks after such presentation, it may be appealed to the System Board of Adjustment.
- (q) Grievances involving wage claims must be filed promptly after the cause giving rise to the grievance is evident. Wage claims will not be valid and collectible for a period earlier than ~~thirty (30) days~~ **six (6) months** prior to the date of filing a grievance or the date the grievance arose, whichever is most recent.
- (r) If as a result of any hearing or appeals there from it is found the suspension or discharge was not justified, he shall be made whole, including back pay from the first date he was held out of service and his personnel records shall be corrected and cleared of such charge. If a suspension rather than discharge results, the employee shall have that time he has been held out of service without pay credited against his period of suspension. In determining the amount of back wages due an employee who is reinstated as a result of the procedures outlined in this Agreement, the maximum liability of the Company shall be limited to the amount of normal wages he would have earned in the service of the Company had he not been discharged or suspended.
- (s) For grievances arising from disciplinary action taken by the Company, and for pre-disciplinary hearings as outlined in Article 15.3 of this Agreement, the Union and the Company shall be given

an opportunity prior to the holding of the hearing to review any witness statements and documented evidence that either side may have.

- (t) If an employee is terminated from his employment by the procedures outlined under Article 15.3 of this Agreement, it will be automatically considered appealed to the 3<sup>rd</sup> Step of the grievance procedure.
- (u) **For purposes of this article the close of the business day shall be recognized as 5:30 PM Hawaiian Standard Time.**

## 15.2 Steps in Grievance Procedure

### Step 1:

1. Any employee having a complaint or grievance in connection with the terms of this Agreement may within thirty (30) days after the occurrence or awareness of the situation causing the complaint, present his complaint or grievance to the steward, or committeeman if the steward is not available. With the grievant, if possible, the steward or committeeman will discuss the matter with the employee's immediate supervisor and endeavor to arrive at a satisfactory resolution. The supervisor will give his decision within twenty-four (24) hours after discussion of the issue. 2. This step may be verbal.

### Step 2:

1. If the local committee wishes to appeal the decision rendered in Step 1, within fifteen (15) days of the decision, they will take the matter up with the official in charge at the base or station or Department Head, providing two (2) copies of the grievance to the Company representative, one (1) to be retained by the Company and one (1) to be returned to the Union representative with the place the hearing will be held, and a mutually agreed date and time. The grievance will state the provisions of the agreement which are believed to have been violated as well as the facts giving rise to the alleged violation. If a hearing is required, the official in charge of the base or station, Department Head, or his designee, will conduct the hearing within fifteen (15) days of receipt of the appeal and will submit his written decision within ten (10) days of the hearing or within ten (10) days of receipt of the grievance if no hearing is required.
2. If the written decision is not sent within ten (10) days, provided there has been no agreement to extend the time limits, the grievance will be considered sustained for the grievant.

### Step 3:

1. If a hearing is required the I.A.M. District Representative, or his designee, will submit the appeal to the Vice-President, or his designee, and he will schedule one within thirty (30) days of receipt of the grievance and will submit his written decision within ten (10) days of the hearing, or within ten (10) days of receipt of the grievance if no hearing is required.
2. If the written decision is not sent within ten (10) days, provided there has been no agreement to extend the time limits, the grievance will be considered sustained for the grievant.
3. If the parties cannot reach agreement on a resolution of the issue at this step, the case will be referred to the System Board of Adjustment within forty (40) calendar days of receipt of the written decision.
4. Prior to the arbitration being scheduled and/or conducted, the parties may mutually agree to seek the services of a private mediator or a mediator from the National Mediation Board in an attempt to resolve the issue. This would in no way diminish the parties' rights to continue with arbitration.

### 15.3 Procedure for Pre-disciplinary and Disciplinary Action

- (a) An employee who is to be questioned by Company representatives in the investigation of an incident which may result in disciplinary action being taken against him will be advised of his right to have a Union representative present as an observer before such questioning takes place. The above does not apply to inquiries of employees by supervisors in the normal course of their work.
- (b) No employee covered by this Agreement shall be discharged or suspended from the service without a prompt, fair and impartial/objective hearing and may be represented and assisted at such hearing by Union representatives.
  - i. An employee may be held out of service without pay in connection with an investigation if the alleged action constitutes a major infraction of Company policy e.g. fighting, theft. In all other circumstances involving employees being held out of service pending investigation the employee will receive pay.
  - ii. If an employee is to be held out of service a member of the Local Committee will be notified within two (2) hours from the time an employee is held out of service of the reason for such action.
  - iii. Within forty-eight (48) hours (excluding Saturdays, Sundays and holidays) after such verbal notification, the Union and the employee will be advised in writing of the exact charges against the employee.
  - iv. No later than five (5) days after the employee receives the formal written charges against him, a hearing, as noted above, will be held at a place designated by the Company at a mutually agreed date and time to determine final disciplinary action. A written decision will be furnished to the employee and the Union within ten (10) calendar days (excluding Saturdays, Sundays, and Holidays) after the close of the hearing.
  - v. The pertinent matter contained in service or personnel records that are maintained for an employee by the Company will be made available for inspection to the Union representative prior to the holding of any hearing or investigation in cases of contemplated disciplinary action, but only to the extent as covered by any applicable laws. The Company will also provide the employee, upon his request, with a copy of his service record.
  - vi. In assessing discipline, the Company will take into account the gravity of the offense, the employee's overall work record, and years of service.

**ARTICLE 16**  
**SYSTEM BOARD OF ADJUSTMENT**

- 16.1 In compliance with Section 204, Title II, of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting disputes or grievances which may arise under the terms of this Agreement and which are properly submitted to it after all steps for settling disputes and grievances as set forth in Article 15 have been exhausted.
- 16.2 Unless otherwise agreed to by the Company and the Union, the System Board of Adjustment shall consist of three (3) members, one (1) appointed by the Company (hereinafter referred to as the Company Member), one (1) appointed by the Union (hereinafter referred to as the Union Member), and for each dispute one (1) member selected from a panel of potential referees in a manner agreeable to the Company and the Union (hereinafter referred to as the Neutral Member). The Company and the Union Member shall serve until their successors are duly appointed.
- 16.3 The Board shall have exclusive jurisdiction over disputes between any employee covered by this Agreement and the Company and between the Company and the Union, growing out of grievances concerning disciplinary action, rules, rates of pay, or working conditions covered by this Agreement, or any amendment or supplement thereto, or out of the interpretation or application of any terms of this Agreement, or any amendment or supplement thereto. The jurisdiction of the Board shall not extend to proposed changes in rules, basic rates of compensation, or working conditions covered by this Agreement or any amendments thereto. The Board shall not have jurisdiction or power to add to or subtract from this Agreement or any amendments thereto or any agreement between the parties.
- 16.4 The Board shall consider any dispute properly submitted to it by the System General Chairman of the Union or his designee, or by the Chief Operating Officer of the Company when such dispute has not been previously settled in accordance with the terms provided for in this Agreement, provided that the dispute is filed with the Board within forty (40) calendar days after the procedure provided for in this Agreement has been exhausted. If a dispute is not filed within such time the action of the Company or Union shall become final and binding. The date the submission is received by the Board shall determine the order of hearing, unless the parties mutually agree otherwise.
- 16.5 The Neutral Member of the Board shall preside at meetings and hearings of the Board and shall be designated as Chairman of the System Board of Adjustment. It shall be the responsibility of the Chairman to guide the parties in the presentation of testimony, exhibits, and argument at hearings to the end that a fair, prompt, and orderly hearing of the dispute is afforded.
- 16.6 The Board shall meet in the city where the General Offices of Hawaiian Airlines, Inc., are maintained (unless a different place of meeting is agreed upon by the parties, with the consent of the Neutral).
- 16.7 All disputes properly referred to the Board for consideration shall be addressed to the Company Member and the Union Member jointly. The submission of the dispute to the Board shall include:
- (a) The question or questions at issue.
  - (b) A statement of the specific Agreement provisions which are claimed to have been violated.
  - (c) A statement of all facts relating to the dispute which the appealing party asserts exist and alleges can be proved and which support its position.
  - (d) The full position of the appealing party. A copy of the initial submission shall be served on the other party or parties.
- 16.8 Upon the filing of the submission with the Company Member and the Union Member, the Company and the Union shall within five (5) days select a Neutral Member to sit with the Board in the consideration and

disposition of the case and shall advise the appealing party and interested parties of the name and address of the Neutral Member.

- 16.9 Within thirty (30) days after receipt of the appealing party's submission, the other party to the dispute shall file a Statement of Position with the Company Member, the Union Member, and the party or parties involved which shall include:
- (a) If the parties are unable to agree on the question or questions at issue, the other party will state the question or questions at issue.
  - (b) All facts relating to the dispute which the party asserts exist and alleges can be proved and which support its position.
  - (c) The party's full position.
- 16.10 Upon the filing of the Statement of Position, the appealing party shall forward a copy of the submission to the Neutral Member, and the other party to the dispute shall file with the Neutral Member a copy of the Statement of Position. All subsequent documents to be filed with the Board shall be addressed to all three (3) members of the Board.
- 16.11 Within fifteen (15) days after the date the Statement of Position is filed with the Company Member and the Union Member, the parties shall advise the Board of the facts on which they desire to present evidence during the hearing of the dispute before the Board unless they mutually agree not to present any evidence or oral argument. Each party shall have the opportunity at the hearing to present evidence on the facts on which the other party presents evidence. The Neutral Member may also advise the parties the facts on which he desires to have evidence. If any party does not desire to present evidence or oral argument, that party shall so advise the other party or parties and the Board within the time limits specified in this paragraph.
- 16.12 (a) As soon as the parties and the Neutral Member (Chairman) have been advised of the facts on which evidence will be presented, the Chairman shall set a date for hearing which shall be mutually satisfactory with the Union and Company Members of the Board and shall be within thirty (30) days of said date, unless the Chairman is notified that the Company and the Union have agreed to a mutually satisfactory later date. The Chairman shall give the necessary notices in writing of such hearing to the parties. The decision of the Board shall be rendered within thirty (30) days after the close of the hearing. If neither party nor the Chairman requests evidence to be presented at the hearing, hearing shall be waived except where any of the parties or the Chairman requests a hearing for the purpose of oral argument.
- (b) In the event neither party desires to present evidence or oral argument at a hearing, the Chairman shall be so advised within the time limits specified in Clause 16.11 of this Article. If there is to be no hearing for presentation of evidence or oral argument, the Chairman shall set a date for an executive session of the Board during or after which a decision shall be rendered, but in any event said decision shall be rendered within forty (40) days of the date the Chairman was advised that no evidence or oral argument would be presented.
- 16.13 Employees covered by this Agreement shall be represented at Board Hearings by the System General Chairman or his designee and the Company may be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing, or both. All witnesses testifying orally or by deposition shall do so under oath. On request of individual members of the Board, the Board may, by majority vote, or shall at the request of either the Union Member or the Company Member thereon, summon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute or by either party or by the Board itself. The number of employee witnesses summoned at any one time shall not be greater than the number which can be spared from the operation without interference with the services of the Company.



- 16.14 A majority vote of all members of the Board shall be competent to make a decision.
- 16.15 Decisions of the Board in all cases properly referable to it shall be final and binding upon the parties to the dispute and the parties to this Agreement.
- 16.16 Nothing herein shall be construed to limit, restrict, or abridge the rights or privileges accorded either to the employees or to the Company or to their duly accredited representatives under the provisions of the Railway Labor Act, as amended.
- 16.17 Each of the parties hereto will assume the compensation, travel expense, and other expenses of the Board Member selected by it and one-half (½) of the compensation, travel expense, and other expenses of the Neutral Member.
- 16.18 Each of the parties hereto will assume the compensation, travel expense, and other expenses of the witnesses called or summoned by it. Witnesses who are employees of the Company shall receive free contingent air transportation over the lines of the Company from the point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law.
- 16.19 The Company Member and the Union Member, acting jointly, shall have the authority to incur such other expenses as in their judgment may be deemed necessary for the proper conduct of the business of the Board, and such expenses shall be borne one-half (½) by each of the parties hereto. Board Members who are employees of the Company shall be granted necessary leaves of absence for the performance of their duties as Board Members. So far as space is available, the Company and the Union Board Members shall be furnished free transportation over the lines of the Company for the purpose of attending meetings of the Board, to the extent permitted by law.
- 16.20 It is understood and agreed that each and every Board Member shall be free to discharge his duty in an independent manner, without fear that his individual relations with the Company or with the Union may be affected in any manner by any action taken by him in good faith in his capacity as a Board Member.
- 16.21 A stenographic report will not be made on each case on which a hearing is held unless the parties mutually agree otherwise.
- 16.22 The Chairman's copy of all transcripts and/or all records of cases will be filed at the conclusion of each case in a place to be provided by the Company and will be accessible to Board Members and to the parties.

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**ARTICLE 17**  
**SAFETY AND HEALTH**

- 17.1 Employees entering the service of the Company may be required to take a physical examination specified by the Company. The cost of such examination will be paid by the Company. Thereafter the Company may request an employee to submit to further physical examinations during the course of his employment or recall to service after a layoff due to reduction in force. If it becomes necessary to hold an employee out of service due to his physical condition, the Union will, on the employee's request, be fully informed of the circumstances, and every effort will be made to return the employee to service at the earliest possible date. The cost of such further examination shall be paid by the Company.
- 17.2 The Company shall institute and maintain all reasonable and necessary precautions for safeguarding the health and safety of its employees. Both the Company and the Union recognize their respective obligations to assist in the prevention, correction, and elimination of all hazardous and unhealthy working conditions and practices.
- 17.3 The Company hereby agrees to maintain safe, sanitary, and healthful working conditions in all shops and facilities and to maintain on all shifts emergency first aid equipment at a first aid station to take care of its employees in case of accident or illness. It is understood that this does not require the Company to maintain a nurse or doctor on the property, but the Company will designate a doctor to be called in an emergency.
- 17.4 The Company agrees to furnish good drinking water and sanitary fountains; the floors of the toilets and washrooms will be kept in good repair and in a clean, dry, sanitary condition; showers will be kept in good repair. Employees will cooperate in maintaining the foregoing conditions. Shops and washrooms will be lighted in the best manner possible, consistent with the source of light available. Individual lockers will be provided for all employees where space and lockers are available. Every effort will be made as early as possible to provide space and lockers for all employees. Lockers will be made available to all employees provided Company equipment or clothing necessary in the performance of their job.
- 17.5 (a) In order to eliminate as far as possible accidents and illness, a safety committee will be established at each point on the system where employees hereunder are based, composed of a member from each department and shop. The safety committee will meet at least once a month with management in regard to safety rules, regulations and recommendations. The Union will appoint one (1) member to each safety committee. Insofar as practical, all matters of occupational safety and health are to be handled directly between the designated Union safety representative(s) and/or committee and the designated management safety representative(s). Discussions between these parties will be directed toward the rapid and efficient solution of safety and health problems.
- (b) The duty of the safety committee will be to see that all applicable State and municipal safety and sanitary regulations are complied with, as well as to make recommendations for the maintenance of proper standards.
- (c) The designated union safety representative(s) and/or the safety committee shall receive and investigate complaints regarding unsafe and unsanitary working conditions and make recommendations concerning such complaints. The Union safety committee member or member(s) and/or representative(s) shall be allowed with permission from the immediate supervisor a reasonable amount of time during work hours without loss of pay for these purposes.
- 17.6 Proper and modern safety devices shall be provided for all employees working on hazardous or unsanitary work, such devices to be furnished by the Company. Employees will not be required to use unsafe tools or equipment or perform work that involves an imminent danger to his or any other employee's health or physical safety once a complaint has been lodged with the immediate supervisor. However, employees will be expected to report unsafe tools or equipment to the foreman before refusing to use such defective tools or equipment. An employee's refusal to perform work which is in violation of established health and safety rules, or any local, state or federal health and safety law shall not warrant disciplinary action.

- 17.7 The Company shall make available at its expense all necessary safety devices for employees working on hazardous or unsanitary work, and employees will be required to use or wear such devices in performing such work.
- 17.8 The Company will furnish protective apparel, equipment and devices to all employees required to work with acids or chemicals that are injurious to clothing or employees. The Company will make available at its expense appropriate aprons, gloves, and shoes for use of all employees while required to work with acids and chemicals that are injurious to clothing while such employees are engaged in such activities, and employees will be required to wear such equipment.
- 17.9 Employees injured or who become ill because of occupational hazards while at work shall be given medical attention as promptly as reasonably practicable. Employees will not be refused permission to return to work because they have not signed releases of liability pending the disposition or settlement of any claims which they may have for compensation arising out of such sickness or injury.
- 17.10 Suitable rain repellent garments and boots shall be kept available at all shops and service stations for use of employees covered by this Agreement when they are required to work outside in the rain.
- 17.11 The Company will make available at its expense, ear muffs or ear plugs for employees working on the line.
- 17.12 The Company will make available, at its expense, safety goggles where required and will also provide replacement of safety prescription lenses and frames broken in the act of work when worn. **If any employee elects to purchase prescription safety glasses/goggles for use at work, the Company will reimburse that employee for half of the cost of said glasses/goggles up to the maximum reimbursement of one hundred dollars (\$100.00) per year. The glasses/goggles must comply with OSHA and ANSI standards, be pre-approved for use by Management and the employee must provide sufficient proof of purchase prior to reimbursement.**
- 17.13 Employees required to have x-ray examinations will be sent, if possible, during their working hours at Company expense. Time spent outside normal working hours obtaining this examination will be paid at straight time.
- 17.14 Employees will be required to wear safety equipment designated and provided for their job. Failure to wear such equipment shall be a basis for disciplinary action.
- 17.15 The Company will comply with all state and federal requirements concerning video display terminals (VDTs).
- 17.16 All employees specified by state or federal regulations may be required by the Company to undergo audiometric testing.
- 17.17 The Company will provide and pay for Hepatitis B immunizations for all classifications under this Agreement. The Company retains the right to select the provider of such immunizations.
- 17.18. The Company will authorize one hundred (100) hours per month for the Union to use toward Safety and or EAP issues.**

## ARTICLE 18 GENERAL AND MISCELLANEOUS

- 18.1 Bulletin boards accessible to employees covered by this Agreement will be provided by the Company at all Maintenance Bases and service stations marked "International Association of Machinists" for posting notices restricted to:
- (a) Notices of Union recreational and social affairs;
  - (b) Notices of Union elections;
  - (c) Notices of Union appointments and results of Union elections;
  - (d) Notices of Union meetings;
  - (e) Educational material relating to contract administration;
  - (f) Excerpts from the Union official publications.
  - (g) **If the Company moves to replacing traditional bulletin boards with electronic bulletin boards for all Unions, the 142 Bargaining Unit will be provided with the same equipment and access similar to the other Unions at Hawaiian Airlines.**
- 18.2 Official Union business may be conducted during working hours provided prior Company permission has been obtained.
- 18.3 The Company shall provide a copy of this Agreement to each employee covered hereby.
- 18.4
- (a) Should the Company at any time require employees covered by this Agreement to wear standard caps, coveralls, uniforms, or other work clothes in the performance of their work, the cost of new and replacement garments will be borne by the Company. Where the Company requires employees to wear uniforms, it will supply at least five (5) ~~shirts and five (5) pants/shorts sets~~. **Through normal work-related wear and tear, if any uniform piece (as referenced above) should become damaged or unacceptably stained or worn, said uniform piece will be replaced after manager approval.**
  - (b) The Company will pay the initial cost for the State AOA Identification badge. State AOA Identification Badges which are worn out or which must be changed by state requirement will be provided at no cost to the employee; however, replacement of lost badges will be at the cost of the employee.
  - (c) **The Company shall bear the cost of laundering the uniform of any employee who during the course of performing their work has had their uniform saturated with chemicals or unsanitary fluids. The employee must report such uniform to a supervisor prior to the end of his duty day.**
- 18.5 An employee who voluntarily resigns from the Company or is laid off will, upon his request, be furnished with a letter setting forth the Company's record of his qualifications and stating his length of service.
- 18.6 Temporary and/or part-time employees may be hired to perform specific jobs by agreement between the Company and the Union. Under these agreements such employees will not accrue seniority but will be subject to wage and hour provisions and to such other employee benefits covered by this Agreement as may be agreed upon at the time. No part-time employee will be hired to work more than twenty (20) hours within one (1) work week.

- ~~(b) The Company may continue its present practice of employing part time personnel, but such practice shall not be extended so as to displace full time employees who would normally be required. It is further understood, however, that in the event of a merger between Hawaiian Airlines and Aloha Airlines necessitating an overall reduction in force, part time employees, except at Molokai, Lanai, Hana and Kamuela, will be terminated before any full time employee is released.~~
- 18.7 In the event of the geographical relocation in whole or in part of any of the work performed by employees covered by this Agreement, the employees affected will be given an opportunity to transfer to the new location at the Company's expense.
- 18.8 Should the Company require special tools used only on a specific type of aircraft, such tools shall be furnished by the Company.
- 18.9 Monthly, the Company will reimburse full-time employees covered under this Agreement any excess over five dollars (\$5.00) that the employee has to pay monthly for parking. Such reimbursement will apply to the Company approved parking location at that employee's work location. Should the employee choose to park at another location, such employee will be eligible for a reimbursement up to the amount he would have been eligible for the Company approved parking location.
- 18.10 No supervisor and/or management personnel shall be permitted to perform any of the work covered by this Agreement except in an emergency or when training other employees. Emergency herein shall be defined as assisting in performance of work necessary to maintain flight schedules or to protect Company property.
- 18.11 The Company will, for employees in the Mechanic or higher classifications covered by this Agreement, insure such employees against loss by fire or theft of a complete tool box and/or contents owned by the employee while such tool box and/or contents are on Company premises for use in connection with the employee's work. The maximum reimbursement for such loss shall be ~~four~~ **five** thousand dollars ~~(\$4,000)~~ **(\$5000)** per tool box and/or contents subject to a deductible amount of fifty dollars (\$50) which shall be borne by the employee. The employee shall report his loss promptly and shall furnish itemized proof of loss and any other pertinent information. To be eligible for insurance the employee must have on file a listing of the contents with brand names.
- 18.12 The Company shall, at its expense, provide adequate legal representation for any employee covered by this Agreement named as a defendant, or subpoenaed as a witness in any legal proceedings arising out of such employee's performance of his duties with the Company and shall there wise indemnify such employee or his estate against any money judgment or award rendered against him.
- 18.13 The Company shall provide suitable office space to accommodate the IAM local committee chairman and safety representative.
- 18.14 Cabin jump seat authority on all Hawaiian Airlines aircraft, shall be subject to applicable Federal Aviation Regulations; in the event the cabin jump seat is not occupied by a flight attendant or a person traveling on company business, it shall be available to company employees on seniority basis, subject to the concurrence of the Association of Flight Attendants.
- 18.15 INTENTIONALLY LEFT BLANK (Relocated to 15.1(c))
- 18.16 It is agreed that within 180 days of the Confirmation of the Plan of Reorganization, meetings will be held to review, amend, and update the current Attendance Control Program.
- 18.17 An employee absent during his normal work day for the purpose of serving as a juror, or as a witness on behalf of the Company, shall be entitled to his regular pay for the number of authorized days while on jury duty. Employees will not be required to work beyond midnight but will receive pay for the balance of their scheduled shift if the employee is required to report for jury duty the next morning. Whenever the employee is released from jury service, he shall be allowed ten (10) hours rest before reporting back to

work. An employee receiving a summons shall notify his supervisor immediately and shall provide his supervisor with written proof of the time spent on jury duty with actual dates and hours of service. When jury duty extends two full weeks or more, the employee will be given the option to have his work schedule adjusted during the second and following weeks so that the employee receives two days off per week. If the employee takes this option, he will not be eligible for overtime on the adjusted days off.

- 18.18 IAM employees will not be disciplined or discharged if they as individuals or as a group honor the legally sanctioned picket lines of another Hawaiian Airlines' employee group.
- 18.19 The primary distribution method of the Collective Bargaining Agreement will be in electronic form. The Company will make the CBA available on all Company computers in the workplaces of covered employees and provide a link for employees to download the CBA onto their home computer or smart phones. The Company will physically print copies of the CBA for the District General Chairperson, Local Grievance Committee and for those covered employees that request such a hard copy. Any copies printed by the Company for the Union or covered employees will be contained in a three-ring binder or otherwise bound to form a single volume. The purpose of this provision is to promote a green and paperless work environment.**

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## ARTICLE 19 WAGE RULES

- 19.1 The minimum hourly rates set forth on Classification Wage Scales attached hereto and made a part of this Agreement shall prevail on and after the effective date as set forth in Article 23 of this Agreement.
- 19.2 No employee shall suffer any reduction in hourly rate as a result of this Agreement.
- 19.3 Employees shall be paid by automatic deposit to their account and in conformance with the policy of the Company. In no event will an employee not be afforded an opportunity to receive two (2) payments per month from the Company for work performed. In the event a regular pay day falls on a Saturday, Sunday or legal holiday, the Company will have pay checks prepared and distributed on the day preceding such Saturday, Sunday or legal holiday. It is Company policy to abide by Hawaii State law and to make employees' checks available by the end of their normal work shifts on established pay days.
- 19.4 When there is a shortage of one day's pay or more in the pay due to an employee, the Company shall, at the employee's request, issue a supplementary payroll check to cover the shortage as soon as reasonably possible and within seventy-two (72) hours after it is determined what is due.
- 19.5 A statement of all wages and deductions made for the pay period will accompany the employee's pay check, and upon his request his time record will be made available for his inspection.
- 19.6 Employees leaving the service of the Company will be given their final pay checks within forty-eight (48) hours after final clearance at points where payroll offices are located, or mailed within seventy-two (72) hours at other points, or earlier when possible.
- 19.7 Employees recalled to work from a layoff will be paid the current rate applicable to the job recalled for in accordance with the terms of the contract in effect as of the date of recall.
- 19.8 All full-time employees covered by this Agreement shall be paid a shift premium, as set out below, as additional hourly compensation over the rate paid on day shifts for all hours worked. Any shift starting at 11:00 A.M. or later and before 5:00 P.M. shall be considered an afternoon shift. Any shift starting at 5:00 P.M. or later and before 5:00 A.M. shall be considered a night shift. Afternoon and night shift premium pay will be included in the calculation of overtime and for vacation, sick leave, holidays, or other paid leaves.

As of:	<u>4/19/2010</u>	<u>4/19/2013</u>	<b><u>DATE OF SIGNING</u></b>
Afternoon Shift	Thirty-six (36¢)cents	Fifty-one (51¢)cents	Fifty-one (51¢)cents
Premium:			
Night Shift Premium:	Forty-three (43¢)cents	Fifty-eight (58¢)cents	<b>One Dollar (\$1)</b>

- 19.9 An employee on a relief schedule will receive additional hourly compensation above the day shift rate for all regular hours worked as set out below. Relief schedules will be limited to two (2) starting times during any work week. Such starting times may be both on the same shift or on different shifts. Rotating relief employees shall not receive shift premium as provided for in Clause 19.8 of this Article, but shall have the additional compensation provided for in this Paragraph treated, for pay purposes, the same as shift premium.

As of:	<u>4/19/2010</u>	<u>4/19/2013</u>
Relief Schedule Premium:	Forty-six (46¢)cents	Sixty-one (61¢)cents

- 19.10 Lead Aircraft Mechanics, Aircraft Mechanics, Station Engineers LAX, Lead Inspectors and Inspectors shall receive, in addition to their base pay, the amount indicated below, per hour each for Federal Aviation Administration Airframe or Powerplant license.

As of:	<u>4/19/2010</u>	<u>4/19/2013</u> <b><u>DATE</u></b>
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License Premium: ~~One dollar and seventy five cents (\$1.75)~~ **Two dollars and fifty cents (\$2.50)**

19.11	A premium rate of ten cents (10¢) per hour will be paid to any employee who is required to work with sandblasting equipment in an enclosed room.
19.12	Skill pay: Employees working in the aircraft mechanic, <del>and</del> <b>mechanic, Station Engineer and Maintenance Controller</b> classifications will receive one dollar and ten cents (\$1.10) per hour worked in addition to all other payment.
19.13	Employees identified by LOA #7 in the aircraft mechanic classification, who hold an FCC and or repairman certificate and who do not hold or hold only an A or a P license, will continue to receive the hourly premium set forth below for such certificates until such time as they hold both A and P licenses. (Ref. LOA#7)

	As of:	<u>4/19/2013</u>	<u><b>DATE OF SIGNING</b></u>
Repairman Certificate		<u>Two dollars</u>	<b>Two dollars and fifty Cents</b>
Premium:		<u>(\$2.00)</u>	<b>(\$2.50)</b>
FCC premium:		<u>Fifty cents (50¢)</u>	<b>Fifty cents (50¢)</b>

**19.18 a) An employee that enters a classification as a Lead, shall accrue or continue to accrue longevity within the basic classification.**

b) If an employee steps down to a position in a lower classification in which they hold seniority, their pay shall be determined by placing them on the wage step equal to their years of seniority earned in that classification.

c) An employee transferring from one classification to another, after being placed on the correct step for pay progression purposes, will progress normally for both years of service and any annual classification increases agreed to by the Company and Union.

d) Whenever an employee successfully bids into a higher classification, that employee will be placed on the pay progression in the higher classification that is at least .25 cents greater than their current rate of pay.

#### 19.19 PAY SCALES AND WAGE TABLES:

Applies to all IAM-M employees (Hired before 4/19/2010)

		% Raises				
		11%	2%	2%	2%	3%
Group 1	Current	DOS	DOS +12	DOS +24	DOS +36	DOS +48
Lead Inspector	\$32.97	\$36.60	\$37.33	\$38.08	\$38.84	\$40.01

Group 2	Current	DOS	DOS +12	DOS +24	DOS +36	DOS +48
Inspector	\$31.62	\$35.10	\$35.80	\$36.52	\$37.25	\$38.37

Group 3                      Classifications: Lead Aircraft Mechanic, Lead Mechanic, Station Engineer LAX, Lead GSE Mechanic, Lead Facilities Repairman

	Current	DOS	DOS +12	DOS +24	DOS +36	DOS +48
	\$31.34	\$34.79	\$35.49	\$36.20	\$36.92	\$38.03

Group 4                      Classifications: Aircraft Machinist, Aircraft Welder, Aircraft Mechanic, Facilities Repairman, GSE Mechanic

	Current	DOS	DOS +12	DOS +24	DOS +36	DOS +48
1st 18 Months (0 to 18)	\$19.39	\$21.52	\$21.95	\$22.39	\$22.84	\$23.53
Next 18 Months (19 to 36)	\$20.16	\$22.38	\$22.83	\$23.29	\$23.76	\$24.47
Next 18 Months (37 to 54)	\$20.98	\$23.29	\$23.76	\$24.24	\$24.72	\$25.46
Next 18 Months (55 to 72)	\$23.31	\$25.87	\$26.39	\$26.92	\$27.46	\$28.28
Next 12 Months (73 to 84)	\$25.74	\$28.57	\$29.14	\$29.72	\$30.31	\$31.22
Next 12 Months (85 to 96)	\$27.25	\$30.25	\$30.86	\$31.48	\$32.11	\$33.07
Thereafter (97+)	\$29.46	\$32.70	\$33.35	\$34.02	\$34.70	\$35.74

		% Raises				
		3%	2%	2%	2%	3%
Group 5	Current	DOS	DOS +12	DOS +24	DOS +36	DOS +48
Lead Line Serviceman	\$25.12	\$25.87	\$26.39	\$26.92	\$27.46	\$28.28

Group 6	Current	DOS	DOS +12	DOS +24	DOS +36	DOS +48
Line Serviceman						
1st 18 Months (0 to 18)	\$15.23	\$15.69	\$16.00	\$16.32	\$16.65	\$17.15
Next 18 Months (19 to 36)	\$15.74	\$16.21	\$16.53	\$16.86	\$17.20	\$17.72
Next 18 Months (37 to 54)	\$16.32	\$16.81	\$17.15	\$17.49	\$17.84	\$18.38
Next 18 Months (55 to 72)	\$18.45	\$19.00	\$19.38	\$19.77	\$20.17	\$20.78
Next 12 Months (73 to 84)	\$20.63	\$21.25	\$21.68	\$22.11	\$22.55	\$23.23
Next 12 Months (85 to 96)	\$22.07	\$22.73	\$23.18	\$23.64	\$24.11	\$24.83
Thereafter (97+)	\$23.84	\$24.56	\$25.05	\$25.55	\$26.06	\$26.84

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<b>Group 7</b>		<u>Current</u>	<u>DOS</u>	<u>DOS +12</u>	<u>DOS +24</u>	<u>DOS +36</u>	<u>DOS +48</u>
<b>Lead Cleaner</b>		\$19.99	\$20.59	\$21.00	\$21.42	\$21.85	\$22.51

<b>Group 8</b>		<u>Current</u>	<u>DOS</u>	<u>DOS +12</u>	<u>DOS +24</u>	<u>DOS +36</u>	<u>DOS +48</u>
<b>Cleaner</b>	1st 18 Months (0 to 18)	\$12.59	\$12.97	\$13.23	\$13.49	\$13.76	\$14.17
	Next 18 Months (19 to 36)	\$13.08	\$13.47	\$13.74	\$14.01	\$14.29	\$14.72
	Next 18 Months (37 to 54)	\$13.63	\$14.04	\$14.32	\$14.61	\$14.90	\$15.35
	Next 18 Months (55 to 72)	\$15.13	\$15.58	\$15.89	\$16.21	\$16.53	\$17.03
	Next 12 Months (73 to 84)	\$16.70	\$17.20	\$17.54	\$17.89	\$18.25	\$18.80
	Next 12 Months (85 to 96)	\$17.61	\$18.14	\$18.50	\$18.87	\$19.25	\$19.83
	Thereafter (97+)	\$19.07	\$19.64	\$20.03	\$20.43	\$20.84	\$21.47

**Other Classifications**

		<i>% Raises</i>					
		<u>Current</u>	<u>DOS</u>	<u>DOS +12</u>	<u>DOS +24</u>	<u>DOS +36</u>	<u>DOS +48</u>
<b>Maintenance Controller</b>	Annual Salary	\$69,510	\$77,156	\$78,699	\$80,273	\$81,879	\$84,335
	Overtime Rate	\$50.13	\$55.64	\$56.75	\$57.89	\$59.05	\$60.82
	Doubletime Rate	\$66.84	\$74.19	\$75.67	\$77.19	\$78.73	\$81.09

		<i>% Raises</i>					
		<u>Current</u>	<u>DOS</u>	<u>DOS +12</u>	<u>DOS +24</u>	<u>DOS +36</u>	<u>DOS +48</u>
<b>Lead Contract Serviceman</b>		\$12.75	\$13.01	\$13.27	\$13.54	\$13.81	\$14.09

		<u>Current</u>	<u>DOS</u>	<u>DOS +12</u>	<u>DOS +24</u>	<u>DOS +36</u>	<u>DOS +48</u>
<b>Contract Serviceman</b>		\$11.59	\$11.82	\$12.06	\$12.30	\$12.55	\$12.80

<b>Part Time Classifications</b>		<u>Current</u>	<u>DOS</u>	<u>DOS +12</u>	<u>DOS +24</u>	<u>DOS +36</u>	<u>DOS +48</u>
<b>Mechanic (Aircraft &amp; GSE)**</b>		\$20.16	\$22.38	\$22.83	\$23.29	\$23.76	\$24.47
<b>Line Serviceman</b>		\$15.23	\$15.69	\$16.00	\$16.32	\$16.65	\$17.15
<b>Cleaners</b>		\$12.58	\$12.96	\$13.22	\$13.48	\$13.75	\$14.16

\*\* % Raises for PT Mechanics identical to % Raises for FT Mechanics

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**Applies to all IAM-M employees (Hired after 4/19/2010)**

		% Raises				
		11%	2%	2%	2%	3%
Group 1	Current	DOS	DOS +12	DOS +24	DOS +36	DOS +48
Lead Inspector	\$32.97	\$36.60	\$37.33	\$38.08	\$38.84	\$40.01

Group 2	Current	DOS	DOS +12	DOS +24	DOS +36	DOS +48
Inspector	\$31.62	\$35.10	\$35.80	\$36.52	\$37.25	\$38.37

Group 3	Classifications: Lead Aircraft Mechanic, Lead Mechanic, Station Engineer LAX, Lead GSE Mechanic, Lead Facilities Repairman					
	Current	DOS	DOS +12	DOS +24	DOS +36	DOS +48
	\$31.34	\$34.79	\$35.49	\$36.20	\$36.92	\$38.03

Group 4	Classifications: Aircraft Machinist, Aircraft Welder, Aircraft Mechanic, Facilities Repairman, GSE Mechanic					
	Current	DOS	DOS +12	DOS +24	DOS +36	DOS +48
1st 18 Months (0 to 18)	\$19.39	\$21.52	\$21.95	\$22.39	\$22.84	\$23.53
Next 18 Months (19 to 36)	\$20.16	\$22.38	\$22.83	\$23.29	\$23.76	\$24.47
Next 18 Months (37 to 54)	\$20.98	\$23.29	\$23.76	\$24.24	\$24.72	\$25.46
Next 18 Months (55 to 72)	\$23.31	\$25.87	\$26.39	\$26.92	\$27.46	\$28.28
Next 12 Months (73 to 84)	\$25.74	\$28.57	\$29.14	\$29.72	\$30.31	\$31.22
Next 12 Months (85 to 96)	\$27.25	\$30.25	\$30.86	\$31.48	\$32.11	\$33.07
Thereafter (97+)	\$29.46	\$32.70	\$33.35	\$34.02	\$34.70	\$35.74

		% Raises				
		3%	2%	2%	2%	3%
Group 5	Current	DOS	DOS +12	DOS +24	DOS +36	DOS +48
Lead Line Serviceman	\$25.12	\$25.87	\$26.39	\$26.92	\$27.46	\$28.28

Group 6	Current	DOS	DOS +12	DOS +24	DOS +36	DOS +48
Line Serviceman						
1st 24 Months (0 to 24)	\$15.23	\$15.69	\$16.00	\$16.32	\$16.65	\$17.15
Next 24 Months (25 to 48)	\$15.74	\$16.21	\$16.53	\$16.86	\$17.20	\$17.72
Next 24 Months (49 to 72)	\$16.32	\$16.81	\$17.15	\$17.49	\$17.84	\$18.38
Next 8 Months (73 to 80)	\$18.45	\$19.00	\$19.38	\$19.77	\$20.17	\$20.78
Next 8 Months (81 to 88)	\$20.63	\$21.25	\$21.68	\$22.11	\$22.55	\$23.23
Next 8 Months (89 to 96)	\$22.07	\$22.73	\$23.18	\$23.64	\$24.11	\$24.83
Thereafter (97+)	\$23.84	\$24.56	\$25.05	\$25.55	\$26.06	\$26.84

Group 7	Current	DOS	DOS +12	DOS +24	DOS +36	DOS +48
Lead Cleaner	\$19.99	\$20.59	\$21.00	\$21.42	\$21.85	\$22.51

Group 8	Current	DOS	DOS +12	DOS +24	DOS +36	DOS +48
Cleaner						
1st 24 Months (0 to 24)	\$12.59	\$12.97	\$13.23	\$13.49	\$13.76	\$14.17
Next 24 Months (25 to 48)	\$13.08	\$13.47	\$13.74	\$14.01	\$14.29	\$14.72
Next 24 Months (49 to 72)	\$13.63	\$14.04	\$14.32	\$14.61	\$14.90	\$15.35
Next 8 Months (73 to 80)	\$15.13	\$15.58	\$15.89	\$16.21	\$16.53	\$17.03
Next 8 Months (81 to 88)	\$16.70	\$17.20	\$17.54	\$17.89	\$18.25	\$18.80
Next 8 Months (89 to 96)	\$17.61	\$18.14	\$18.50	\$18.87	\$19.25	\$19.83
Thereafter (97+)	\$19.07	\$19.64	\$20.03	\$20.43	\$20.84	\$21.47

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**Other Classifications**

			% Raises					
			11%	2%	2%	2%	3%	
			Current	DOS	DOS +12	DOS +24	DOS +36	DOS +48
Maintenance Controller	Annual Salary	\$69,510	\$77,156	\$78,699	\$80,273	\$81,879	\$84,335	
	Overtime Rate	\$50.13	\$55.64	\$56.75	\$57.89	\$59.05	\$60.82	
	Doubletime Rate	\$66.84	\$74.19	\$75.67	\$77.19	\$78.73	\$81.09	

		% Raises				
		2%	2%	2%	2%	2%
	Current	DOS	DOS +12	DOS +24	DOS +36	DOS +48
Lead Contract Serviceman	\$12.75	\$13.01	\$13.27	\$13.54	\$13.81	\$14.09

		<u>Current</u>	<u>DOS</u>	<u>DOS +12</u>	<u>DOS +24</u>	<u>DOS +36</u>	<u>DOS +48</u>
<b>Contract Serviceman</b>		\$11.59	\$11.82	\$12.06	\$12.30	\$12.55	\$12.80

			2%	2%	2%	3%
	<u>Current</u>	<u>DOS</u>	<u>DOS +12</u>	<u>DOS +24</u>	<u>DOS +36</u>	<u>DOS +48</u>
<b>Data Entry Clerk</b>	N/A	\$21.51	\$21.94	\$22.38	\$22.83	\$23.29

<b>Part Time Classifications</b>		<u>Current</u>	<u>DOS</u>	<u>DOS +12</u>	<u>DOS +24</u>	<u>DOS +36</u>	<u>DOS +48</u>
<b>Mechanic (Aircraft &amp; GSE)**</b>		\$20.16	\$22.38	\$22.83	\$23.29	\$23.76	\$24.47
<b>Line Serviceman</b>		\$15.23	\$15.69	\$16.00	\$16.32	\$16.65	\$17.15
<b>Cleaners</b>		\$12.58	\$12.96	\$13.22	\$13.48	\$13.75	\$14.16

\*\* % Raises for PT Mechanics identical to % Raises for FT Mechanics

**Mechanic Apprentices shall be paid at the entry rate for Full Time Aircraft Mechanics.**

**ARTICLE 20**  
**SEVERANCE PAY**

20.1 Entitlement: Any employee with two (2) or more years of compensated service with the Company whose employment is interrupted due to reduction in force while he is in a position covered by this Agreement shall be paid the severance allowance provided in Clause 20.2 following; subject, however, to the limitations and qualifications and in accordance with the terms set out in Clause 20.2 through 20.6.

20.2 Service Requirement:

<b>If Employee has completed:</b>	<b>Severance Allowance</b>
2 years but less than 3 years of service	2 weeks
3 years but less than 4 years of service	3 weeks
4 years but less than 5 years of service	4 weeks
5 years but less than 6 years of service	5 weeks
6 years but less than 7 years of service	6 weeks
7 years but less than 8 years of service	7 weeks
8 years but less than 9 years of service	8 weeks
9 years but less than 10 years of service	9 weeks
10 years but less than 11 years of service	10 weeks
11 years but less than 12 years of service	11 weeks
12 years but less than 13 years of service	12 weeks
13 years or more of service	13 weeks

20.3 Computation and Method of Payment: A week of severance allowance shall be computed on the basis of the employee's regular straight time hourly rate at the time of his employment interruption multiplied by forty (40) hours. Severance allowances shall be paid at the successive payroll periods immediately following the date employment is interrupted and shall continue to be paid until the employee is recalled or the severance allowance entitlement is exhausted, whichever occurs sooner.

20.4 Disallowances: Severance allowances shall not be paid when the employee:

- (a) is discharged for just cause, retires, or resigns.
- (b) has his employment temporarily interrupted because of a strike or picketing on Company premises, an Act of God, a national war emergency, revocation of the carrier's operating certificate(s), or grounding of the carrier's aircraft by governmental order.
- (c) elects to exercise any seniority, bumping, or transfer rights afforded him under this Agreement to remain in active service with the carrier or accepts other employment offered by the carrier.

20.5 Other Allowances: The severance allowances provided herein shall be in addition to any or all other benefits provided under this Agreement.

- 20.6 Recall: An employee who has received a severance allowance under this Article and who has been recalled to work under the provisions of the Agreement and whose employment is again reduced in force under conditions which entitle him to severance allowance shall be paid the amount specified for his total years of service with the carrier, less the dollar amount received by him during previous employment interruptions.
- 20.7 Employees who collect unemployment benefits while on furlough shall have their severance offset by such unemployment benefits so their salary shall not exceed the employee's basic straight time earnings. These provisions shall not reduce the total amount of severance available as provided in Clause 20.2.



**ARTICLE 21**  
**UNION SECURITY AND DEDUCTION OF DUES**

- 21.1 In the interest of harmonious relations and the maintenance of a stable and responsible Union, the Company will not permit any employee covered by this Agreement not a member of the Union to indulge in any activities tending to undermine the Union and will enforce its policy in this matter with proper disciplinary action. Any grievance arising under this Article of the Agreement may be taken by the System General Chairman or his representative directly to the Chief Operating Officer or his designee for final action.
- 21.2 Each employee (full-time and part-time) shall, as a condition of continued employment, within sixty (60) days of employment within the bargaining unit, become a member of and thereafter maintain membership in good standing (as herein defined) in the union; provided that such condition shall not apply with respect to any employee to whom such membership is not available upon the same terms and conditions as are generally applicable to any other member of his classification and at his point on the Company's system, or with respect to any employee to whom membership is denied or terminated for any reason other than the failure of the employee to tender the initiation fees, assessments, and monthly dues uniformly required of other employees in his classification and at his point on the Company's system as a condition of acquiring or retaining membership. For the purpose of this Agreement, "membership in good standing in the Union" shall consist of the payment by the employee of initiation or reinstatement fees uniformly required of other employees of like status, plus the payment of dues, and the payment of such assessments within prescribed limits as may be levied in accordance with procedures set forth in the Union's "Constitution of the Grand Lodge, District and Local Lodges, Councils and Conferences." Such membership in the Union does not preclude the Company from applying Article 9.9 and/or 22.16 of the Agreement.
- 21.3 The Company will within three (3) work days after receipt of notice from the Union discharge any employee, except those excluded in Clause 21.2 above, who is not in good standing in the Union as required by the preceding Clause.
- 21.4 (a) All rights of any employee under this Agreement and such supplements or amendments that may apply thereto are contingent upon his acquisition and maintenance of membership in good standing in the Union, regardless of whether he is actively working, promoted, or transferred to a classification of work not covered by this Agreement, on leave of absence, laid off, or discharged.
- (b) With the exception of those employees in military service, every employee listed on Hawaiian Airlines' I.A.M. Seniority Rosters must be in good standing with the I.A.M. in order to remain on such rosters. For the purpose of this paragraph, good standing means not more than ninety (90) days in arrears in payment of monthly dues. Those employees whose names appear on Hawaiian Airlines I.A.M. Seniority Roster (with the exception of employees exempted under the foregoing paragraph), who are not members of the Union on the date of signing this Agreement, shall be notified by registered mail and must become members within ninety (90) days.
- (c) Such employees who do not become members within ninety (90) days shall have their names removed from the Seniority Roster within fifteen (15) days after the Union notifies the Company.
- 21.5 The parties agree that the check off authorization shall be in the following form:

Name \_\_\_\_\_ Dept. \_\_\_\_\_ I hereby authorize Hawaiian Airlines, Inc. to deduct each month from my wages, the sum of \$ \_\_\_\_\_ on account of membership dues in \_\_\_\_\_. I further authorize the Company to deduct from my wages a designated sum on account of union initiation fee and assessments when notified in writing to do so by the Financial Secretary of the \_\_\_\_\_. The sums thus to be deducted are hereby assigned to me to \_\_\_\_\_ and are to be remitted by the Company to the Financial Secretary of the Union.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for the period of one (1) year from this date, or up to the termination date of the current collective

bargaining agreement between Hawaiian Airlines, Inc. and International Association of Machinists, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and such subsequent yearly period shall be similarly irrevocable unless revoked by me within fifteen (15) days after any irrevocable period hereof. Such revocation shall be effected by written notice to the Company and the Union within such fifteen (15) day period.

Signature\_\_\_\_\_

Dept.\_\_\_\_\_

## ARTICLE 22

### PART TIME EMPLOYEES

It is the intent of the parties that full-time work requirements will be performed by full-time employees and part-time requirements will be performed by part-time employees. The Company's practice of employing part-time personnel shall not be extended so as to displace full-time employees who would normally be required. It is understood by the parties that this article governs work rules, rates of pay, employee benefits and conditions for part-time employees. In addition, the following provisions of the Agreement will apply: Articles 1, 2 (excluding 2.5, 2.6, 2.7), 3, 4, 5, **8.4, 8.10-8.12**, 14, 15, 16, 17, 18 General and Miscellaneous (excluding 18.7 and 18.9), 19.3, 19.5, 19.6, 19.10, 19.12 Wage Rules, 21, 23 (as applicable), 24 and 25.

- 22.1 Except as provided hereinafter, the Company will not schedule a part-time employee more than six (6) hours per day, thirty (30) hours per week, nor more than five days per week; however, part-time employees may work in excess of six (6) hours per day, and more than 5 days per week on a voluntary basis where the off-going and oncoming shifts are offered overtime and decline, and where full-time personnel on days off are offered overtime ~~in excess of four (4) hours~~ **minimum** and decline.
- 22.2 When part-timers report for work they shall be guaranteed a minimum of four (4) hours and in addition shall have no more than one (1) split in work hours per day, but in no case will the total time exceed six (6) hours except as noted in Clause 22.7
- (a) Part-time employees scheduled for a shift of four (4) hours or more will be afforded a 10 minute break during the shift.**
- 22.3 The Company will not establish more than nine (9) part-time starting times in a twenty-four (24) hour period in any work location.
- 22.4 Part-time shift end will not overlap the start of another part-time shift by less than one hour and will not be scheduled back to back if such scheduling covers eight (8) consecutive hours of work, five (5) days per week.
- 22.5 The minimum rates of pay for part-time employees shall be as listed in attachments A and B to this agreement.
- 22.6 (a) The total number of part-time employees shall not exceed forty five percent (45%) of the total number of full-time employees covered by this Agreement.
- ~~(b) Part time employees in Overseas may be required to call in for their day's schedule.~~
- (c) Employees covered by the Contract Service Agreement are not included within the ratio computation in Clause 22.6(a).
- (d) It is understood that in arriving at whole numbers for calculation purposes in this paragraph all decimals below .5 will be rounded down and all decimals .5 or more will be rounded up.
- 22.7 It is expressly agreed that the restrictive provisions of this agreement relative to the utilization of part timers, i.e. maximum number, number of shift start times, overlap requirement, and maximum hours of work in a day or a week are without any effect during the following seasonal periods, provided, during such periods of unrestricted utilization within any department all full time employees with a seniority date prior to 9/1/93 with recall rights to that department have been offered work as a full time employee. The seasonal periods for this unrestricted utilization of part timers on the above basis are the following:

May 15 through Labor Day

November 10 through January 3

22.8 Part-time employees will be entitled to:

- (a) Vacation and sick leave on a pro rata basis. ~~(ref. Clause 13.1).~~ **using the following chart:**

<b>HOURS OF SERVICE COMPLETED VACATION CHART</b>	<b>HOURS OF VACATION EARNED EVERY 173.33 HOURS WORKED</b>
<b>0 – 10,399 HOURS</b>	<b>6.67</b>
<b>10,400 – 22,799 HOURS</b>	<b>10.00</b>
<b>22,800 – 37,439 HOURS</b>	<b>13.34</b>
<b>37,440 – 49,999 HOURS</b>	<b>16.67</b>
<b>50,000 – 62,399 HOURS</b>	<b>20.00</b>
<b>62,400 OR MORE</b>	<b>23.34</b>

<b>HOURS OF SERVICE COMPLETED SICK LEAVE CHART</b>	<b>AMOUNT SICK LEAVE EARNED EVERY 173.33 HOURS WORKED</b>
<b>173.33</b>	<b>8.0</b>

Part time employees shall follow the guidelines for vacation bidding as outlined for the full time employees as follows. 12.5 (amended to 20 hours), 12.7, 12.8, 12.9, 12.10, 12.12, 12.15. Amendments will be made and posted prior to the start of the vacation bidding period in which minimum bids will be allowed using 12.7 (b) as a guideline.

Part time employees shall follow the guidelines for sick and occupational leave:

Regular part-time employees will be credited with a prorated amount based on the hours chart above. Part-time employees are not eligible for paid sick leave until they have completed twelve (12) months of employment. In addition, the following shall apply: 13.2, 13.3, 13.4, 13.5, 13.6, 13.7.

- (b) Flexible Spending Plan (ref. Clause 23.3)
- (c) 401(k) Savings Plan (ref. Clause 23.7)
- (d) Monthly, the Company will reimburse part-time employees covered under this Agreement any excess over five dollars (\$5.00) that the employee has to pay monthly for parking. Such reimbursement will apply to the Company approved parking location at that employee's work location. Should the employee choose to park at another location, such employee will be eligible for a reimbursement up to the amount he would have been eligible for the Company approved location.
- 22.9 (a) Part-time employees will be entitled to medical and dental benefits at the single rate with the proportion of the premium paid by the Company for full-time employees on the single rate, subject to Clause 22.9(b). Should a part-time employee wish to have married or family coverage they may elect for such coverage and pay for the difference in cost.
- (b) Part-time employees who elect to receive benefits under this clause may not be covered under any other health or dental plan and must so certify on a form to be provided by the Company.
- 22.10 In addition to their normal hourly rate, part-time employees shall receive overtime pay of time and one-half (1½) their hourly rate for each hour worked over forty (40) hours in a week, or eight (8) hours in a day. For all hours worked on any one of the nine (9) paid Company holidays they shall receive double time.

- 22.11 All part-time employees will be given the opportunity to bid shift and day off preference based on their date of entry as a part-time employee under this agreement. If the date of entry is identical, then the employee with the greater Company Date of Hire will be ranked first, if that is identical, the employee with the lowest last four digits of their social security number will be ranked first.
- (a) **The system used for awarding/filling vacancies using shift bid cards in article 10.20 shall be established at each station in which part-time employees covered under this agreement are utilized.**
- (b) **All vacancies that are not filled under article 10.20 shall be posted in accordance with article 10.6.**
- 22.12 Transportation benefits will apply to part-time employees subject to Company policy, government regulations and Interline Agreements.
- 22.13 The Company will maintain and post a part-time roster and will keep the Local Chairman of the Union advised at all times.
- 22.14 Full-time employment will be offered to any part-time employee (including Contract Services) before outsiders may be hired; however, part-time personnel will otherwise be “frozen” in the position into which they are hired for their full probationary period. In the event that a permanent part-time employee is accepted for a full-time position but does not successfully pass the probation period for reasons other than misconduct, he may return to the part-time position formerly held. A part time employee moving to a full-time position will have the number of hours worked as a part-time converted to full-time service for purposes of vacation and longevity.
- 22.15 A part-time employee who moves to a full-time position in the same classification will be credited with fifty percent (50%) of his part-time service towards his full-time pay increment, irrespective of the actual hours worked.
- 22.16 Employees new to the bargaining unit shall be regarded as probationary employees for the first ~~one hundred twenty (120)~~ **one hundred eighty (180)** calendar days of their employment and may be discharged at any time during said probationary period without hearing. Upon notification to the local committee, with the exception of days off and holidays, an employee who spends any part of the probationary days away from work due to sick leave, vacation, leave of absence and occupational illness or injury leave shall have his probationary period automatically extended until such time that he completes ~~one hundred twenty (120)~~ **one hundred eighty (180)** calendar days.
- 22.17 Laid-off full-time employees or employees receiving a RIF notice may utilize their classification seniority to bid for or bump into any part-time position for which they are qualified. Seniority for full-time employees accepting part-time positions shall accrue as specified in Article 9.
- 22.18 Part-time employees who are required to attend initial formal, classroom training prior to regular assignment, shall be paid the minimum hourly rate in accordance with State and/or Federal wage standards. Such training shall not include “production” work and not exceed eighty (80) hours.
- 22.19 (a) Part-time employees who are displaced or receive a RIF notice, may utilize their date of hire to bump another part-time employee in his work unit only. Part-timers cannot bump full-time position(s).
- (b) Part-time employees, after completion of their probationary period and whose names do not appear on the IAM Seniority Roster, shall be furloughed on a LIFO (last in, first out) system based on their date of hire.

- (c) Part-time employees, after completion of their probationary period and who have been released from the Company for other than just cause, and are re-hired within ~~sixty (60)~~ **one hundred eighty (180)** days of the date of release, shall retain their original date of hire within the Company and shall be offered reemployment within this period by date of hire. Should such employee refuse reemployment within this period if offered, they shall be removed from the list.
- 22.20 All part-time employees are subject to the provisions of Article 21, Union Security and Deduction of Dues.
- 22.21 Where the requirements of the service permit, and at the sole discretion of the Company, part-time employees, upon proper application and approval, may be allowed up to six (6) months of unpaid personal leave of absence. While on such leave of absence, employee benefits may cease until the employee returns from such leave of absence. If, upon the end of the employee's approved leave of absence, the employee fails to return to service without a justifiable reason, he will be deemed to have voluntarily resigned from the Company. Upon return from such leave, he shall be returned to his shift/days off held prior to going on leave. If his shift/days off are no longer available, he will be allowed to exercise his date of hire/entry to return into his work unit. The Local Committee will be advised of all leaves granted.
- 22.22 When an employee accepts a position in another IAM Collective Bargaining Agreement, he shall be afforded a sixty (60) day trial period. If found unqualified within the sixty days, he shall be returned to his former position held in this agreement, and shall not be eligible to bid for the same position in the other agreement for a period of six (6) months. If the employee successfully passes the trial period, they shall be given a new entry date into that agreement and shall lose all rights to this agreement.
- 22.23 Bereavement Leave
- In the event of the death of a member of a part-time employee's immediate family, he will be granted up to three (3) days of funeral leave, **one (1) day will be with pay and the remaining two (2) days will be without pay.** Should travel be required outside the State in which the employee works, in order to attend funeral services, the employee will be granted up to five (5) days funeral leave, **two (2) days with pay and the remaining three (3) days without pay.** Immediate family is defined as an employee's spouse, parents, children, brothers, sisters, **legal dependents, grandchildren** and grandparents.
- 22.24 At any neighbor island station, if due to irregular operations, employees are asked to voluntarily return to work at a time outside of their normal posted schedule, those employees who return to work will receive a minimum of two (2) hours paid at the rate of time and one half (1 ½) times their regular rate of pay. Any work performed beyond the first two (2) hours shall be paid in minimum quarter-hour (1/4) increments. It is understood that once the irregular operations are addressed, the employees shall be release from work.
- 22.25 Should technology allow for the automation of overtime and work callout, the Company and Local Committee will establish a fair and equitable process of offering overtime and additional hours of work available to part time employees that are in excess of scheduled hours.
- 22.26 The regular starting and stopping time for work shifts will be scheduled and posted at each work unit and at the line stations and will not be changed without seven (7) calendar days-notice to any employee affected by such change. Posting of shift change seven (7) calendar days in advance will be presumed to be actual notice five (5) work days in advance. Any change of more than one (1) hour in the starting time of a shift, or any change in the stopping time of a shift, will call for a bulletin of all jobs affected for local bids.
- 22.27 Seniority Tie-Breaker
- When dates are equal the following will determine who will be the more senior employee;
1. The employee that has the earliest hire date into the Mechanic and Related Agreement. If that date is the same then;

2. The employee with the earliest Company hire date. If that date is the same then;
  3. The employee with the lowest last four (4) digits of their Social Security Number will be the more senior.
- 22.28 Once an employee has made their vacation bid during the annual bidding process, should the Company make adjustments in the part-time work schedules, the employee will only be charged for the hours originally bid by the employee.
- 22.29 An employee who is granted a leave of absence is not required to use all accrued vacation before entering the leave of absence status. However, employees may be required to use already accrued vacation time (i.e., earned during the prior year) when taking a family medical leave of absence under the Hawaiian Family Medical Leave Policy. If an employee exhausts all vacation under the Hawaiian Family Medical Leave Policy and still has bid vacation days remaining prior to the end of the year, the employee may elect to take one (1) of their remaining bid vacation periods. Any other remaining bid vacation periods or requests may be taken as unpaid leave subject to manager approval.
- 22.30 Employees who transfer into any PT position covered by this agreement will be eligible for retiree pass travel benefits in accordance with Company Policy.

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## ARTICLE 23 HEALTH INSURANCE AND RETIREMENT BENEFITS

In addition to the benefits listed below, all employees covered by this Agreement shall be entitled to purchase Universal Life, Cancer Policy, Critical Illness, Nursing Care or any other Insurance Policy presented by the IAM. Participation in such programs shall be strictly voluntary and paid through payroll deduction. Plans shall be offered through Agencies and Underwriters selected by the union. The Company shall allow the IAM reasonable opportunity for onsite enrollment at least once each year.

23.1 In the event the amount paid by an employee, either on his behalf or on behalf of one or more of his dependents, exceeds \$1,500 with respect to a calendar year covered by the medical insurance, such medical program under which the employee is covered shall pay one hundred percent (100%) of the excess of that year's payments. This coverage shall be limited to each calendar year. Such insurance shall apply only to eligible expenses which are covered and included as part of the medical plan.

23.2 MEDICAL

**Effective DOS, new employees shall be given 30 days from their first day of employment to enroll into the available medical plans offered. At the end of the 30<sup>th</sup> day, if the employee has either failed to voluntarily enroll into a plan and/or has not elected to participate in the medical waiver plan, that employee shall be automatically enrolled into a medical plan selected by the Company for the employee only.**

The Company will offer the following medical plan options as set forth below.

~~1) Pre-existing Plans~~ **GROUP ONE**

- a) HMSA Preferred Provider Plan (PPP)
- b) Kaiser Health Plan B (HMO)

~~2) New Plans~~ **GROUP TWO**

- c) HMSA COMPMED – A, or equivalent
- d) Kaiser Prevalent Plan, or equivalent

~~Employees hired after 4/19/2010 may elect to participate in either the HMSA COMPMED – A (or its equivalent) or the Kaiser Prevalent Plan (or its equivalent) listed above under New Plans during their first three (3) years of employment. Election of a plan other than HMSA COMPMED – A (or its equivalent) or the Kaiser Prevalent Plan (or its equivalent) may be made during the first open enrollment period following the completion of three (3) years of employment.~~

~~The period of time during which new employees may only select from the New Plans as indicated above will be increased if all other Unions at Hawaiian Airlines, Inc. agree to a longer period of time during which their new members will also only select from the New Plans.~~

**Effective with the normal 2016 Open Enrollment for year 2017 there will be a four tiered system applied to employees based upon eligibility. Those four tiers are employee, employee plus children, employee plus spouse, and family.**

Employees will make the following monthly contributions by way of payroll reduction to the cost of their health care plan(s):

~~1) Pre-existing Plans:~~ **GROUP ONE**

The monthly contribution for each employee will be 20% of the premium, with such monthly contribution not to exceed the lesser of: **Effective with the Normal 2016 Open enrollment period for year 2017 benefits, the 20% as mentioned in this paragraph will become 15% as it relates to the monthly employee contribution and will be effective in January 2017.**

- a) 1.5% (for single coverage) or 2% (for two-party or family coverage) of his or her monthly compensation; or
- b) “Dollar caps” to be applied as set forth in the chart below as of 1/1/2010: **Effective with the Normal 2016 Open Enrollment period for year 2017 benefits, the Dollar Caps as mentioned for GROUP ONE Plans in this paragraph as described below will be deleted effective January 2017**

	Single	Two-Party	Family
<b>GROUP ONE</b> <del>Pre-Existing Plans</del>	\$60.00	\$150.00	\$180.00

2) ~~New Plans:~~ **GROUP TWO: Employee contributions will be as follows:**

	Single	Two-Party	Family
<b>GROUP TWO</b> <del>New Plans</del>	\$5.00	\$10.00	\$20.00

**Effective with the Normal 2016 Open Enrollment period for year 2017 benefits, the Employee Contributions mentioned for GROUP TWO Plans in this paragraph as described above will be changed/increased based on the following schedule.**

Effective Date	Employee	Employee + Spouse OR Employee + Children	Family
<b>January 2017</b>	<b>\$15.00</b>	<b>\$20.00</b>	<b>\$30.00</b>
<b>January 2018</b>	<b>\$20.00</b>	<b>\$25.00</b>	<b>\$35.00</b>
<b>January 2019</b>	<b>\$25.00</b>	<b>\$30.00</b>	<b>\$40.00</b>

**Employee Contributions for GROUP TWO Plans above after January 2019 will remain at the listed rate unless or until a New Collective Bargaining Agreement is reached.**

Employee dependents are defined as spouse and unmarried, dependent children under age nineteen (19), or under age 25 while enrolled as a fulltime student.

Employees who are also employed at another employer where medical coverage is available, or employees who can provide evidence of medical coverage elsewhere are eligible to receive a monthly cash payment in consideration of their executing a waiver of their current medical coverage from the Company. Guidelines for the Medical Waiver Program will be established by the Company. Effective April 1, 2003, reimbursement for single coverage will apply to eligible employees whose spouse is also an employee of Hawaiian Airlines.

Effective July 1, 2005, the Company provided health coverage will include acupuncture and chiropractic coverage if available.

**Drug and Vision Care**

- (a) One hundred percent (100%) of lenses for glasses.
- (b) Forty dollars (\$40.00) for frames
- (c) Forty-five dollars (\$45.00) for contact lenses.

### 23.3 DENTAL

The Company will provide for all full-time employees who have been employed for one (1) year dental coverage through Hawaii Dental Service or Delta Dental Plan of California for the employee and his eligible dependents ~~at no~~ **for a \$5.00 monthly** cost to the employee. Eligible dependents are defined as spouse and unmarried dependent children under age nineteen (19), or under age twenty-five (25) while enrolled as a full-time student.

Usual customary and reasonable fees effective January 1, 2003

100% Examination (once every 12 months)

Bitewing x-rays (2 x-rays every 6 months)

Other x-rays

Prophylaxis (once every 6 months)

Palliative Treatment

75% UCR for:

Stannous Fluoride (once every 12 months through age 17)

Restorative Dentistry

Oral Surgery

Endodontics

Periodontics

50% UCR for:

Prosthodontics - bridges, partial and full dentures

Crowns and gold restorations

60% UCR for:

Orthodontia for dependent children with a lifetime maximum of \$1500

~~Same sex domestic partners of employees will be eligible for dependent coverage under Medical, Dental and COBRA. The employee will be responsible for all applicable taxes. Guidelines for eligibility for Domestic Partner coverage will be established by the Company.~~

### 23.4 FLEXIBLE SPENDING PLAN

All full-time employees will be able to participate in a Health Care Expense Account which allows employees to be reimbursed on a tax-free basis for eligible medical, prescription drug, vision and dental expenses not paid for by insurance up to a maximum of \$5,000 per year. All eligible employees will be able to participate in a Dependent Care Assistance Account which allows employees to be reimbursed on a tax-free basis for expenses such as day care for their dependent children up to a maximum of \$5,000 per year (subject to Internal Revenue Code limits).

### 23.5 GROUP LIFE INSURANCE & AD&D

- (a) The Company will provide all members covered by this Agreement, who have been employed in a full-time capacity for a period of six (6) continuous months, life insurance at no cost to the employee in an amount equaling to one (1) times his annual base earnings rounded up to the next highest multiple of \$1,000 not to exceed ~~\$50,000~~ **\$100,000**. The amount of insurance provided will be adjusted at the beginning of each calendar year to reflect any salary or wage increases which the employee may have received during the year just completed
- (b) Employees may also purchase, at their own expense, additional life insurance in the amount of one (1) times their straight salary (rounded to the next higher multiple of \$1,000 if it is not already a multiple of \$1,000) to a maximum of ~~\$50,000~~ **\$100,000**. The amount of insurance will be adjusted at the beginning of each calendar year to reflect any salary or wage increase.
- (c) Effective 07/01/05, after six (6) months of continuous full-time employment, full-time employees will be provided accidental death and dismemberment coverage at no cost to the employee in an amount equaling to one (1) times his annual base (rounded up to the next highest multiple of \$1,000 if it is not already a multiple of \$1,000), not to exceed \$120,000. Employees may also purchase, at their own expense, additional accidental death and dismemberment coverage in the amount of one (1) times his annual base earnings (rounded up to the next highest multiple of \$1,000 if it is not already a multiple of \$1,000), not to exceed \$120,000.
- (d) Upon the death of an employee who has retired after September 30, 1977 at age 65 with at least ten (10) years of service or who has retired under the rules of "85" or "90", the Company will pay the named beneficiary, or to the employee's estate, a death benefit of \$3,500.00
- (e) The Company agrees that this plan will not be substantially changed or discontinued during the term of this Agreement without first advising the Union of the reasons therefore and affording the Union an opportunity to confer with the Company.

### 23.6 SPOUSAL & DEPENDENT INSURANCE

Beginning with the month following application therefore, an eligible employee may purchase, through payroll deduction, ~~\$5,000~~ **\$50,000** of group life insurance for his/her spouse and ~~\$2,000~~ **\$20,000** for each dependent child at the best group rate the Company can obtain. Children are covered for the first six (6) months of life for ~~\$100~~ **\$1000**. Thereafter, they are covered for ~~\$2,000~~ **\$20,000** up to age nineteen (19), but under age twenty three (23) if a full-time student.

### 23.7 LTD

Full-time employees under this Agreement will be eligible to receive, ninety (90) days after their last day of active employment or at the expiration of their sick leave payments, whichever occurs later, sixty percent (60%) of their current salary (not to exceed \$1,600.00 per month) as long term disability payments. Disability payments under this clause will be made only for non-job connected disability and will be made for a maximum period of five (5) years or until the employee reaches 65 years of age, whichever occurs first.

### 23.8 401(K) SAVINGS PLAN

The Company will make a contribution for each eligible full-time or part-time employee to the Hawaiian Airlines, Inc. 401(k) Savings Plan ("Plan") and, in addition, the Company will match 100% of each employee's 401(k) contribution up to 5% of their compensation, as defined under the 401(k) Plan, based on the following schedule:

Years of Service as Defined in the Plan	<u>Employees Hired Prior To 4/19/2010</u>		<u>Employees Hired On Or After 4/19/2010</u>	
	Company Contribution	Company Match	Company Contribution	Company Match
1 year but less than 4	5.04%	0	2%	1%
4 years but less than 8	5.04%	0	4%	1%
8 years but less than 17	5.04%	2%	5.04%	2%
17 years but less than 25	5.04%	3%	5.04%	3%
25 years or more	5.04%	5%	5.04%	4%

In addition to the investment options currently existing in the Hawaiian Airlines, Inc. 401(k) Plan, additional investment options shall be selected, from time to time, by the Company, in consultation with the IAM. Employees will be given the option of having their 401(k) funds transferred to the IAM National 401(k) Plan and/or have future 401(k) contributions made to the IAM National 401(k) Plan.

### 23.9 PENSION PLAN

The Company will provide, at no cost to the employee, a fully paid pension plan. Effective January 1985 employees must have reached 21 years of age and been employed full-time for one (1) year in order to be eligible for this program. Effective July 1, 1981, employees who reached 23 years of age and have one (1) year of full-time service with the Company were eligible to participate in the Company's retirement program. Those employees whose eligibility did not start until age 25 and who had one (1) year of service with the Company at age 23 were given credit for two (2) additional years of service effective July 1, 1981.

The Company will provide all eligible employees retiring after January 16, 1987 a retirement program as follows:

(a) Normal Retirement (age 65)

1.6% of Final Average Pay multiplied by years of Credited Service. (Average of best 5 consecutive years earnings out of last 10 years worked)

(b) Early Retirement (Less than 30 Years Employment) – Minimum Age 55 1.6% of Final Average Pay multiplied by years of Credited Service actuarially reduced for each year under age 65

(c) Early Retirement (30 Years or More of Employment)

Rule of 85

If employee is age 55 or over and has worked for Hawaiian Airlines at least 30 years, he is eligible to retire at a percentage of his normal retirement pay as follows: Rule of 90

If an employee is 60 years old or over and has been employed by Hawaiian Airlines for 30 years, he will be able to retire at 1.6% of his Final Average Pay multiplied by years of Credited Service without any actuarial reduction for years under age 65.

**EXAMPLE:** John Jones is 60 and has worked 30 years for Hawaiian Airlines. He was 30 years old when first employed. During his first year with the Company, he was not eligible to join the Plan. At age 31 he had 1 year of service and joined the Plan. At age 60, he had 29 years of Credited Service. His best 5 year average annual straight time earnings during his last 10 years of employment was \$30,000. His yearly retirement income with no reductions will be:

$$1.6\% \times \$30,000 \times 29 \text{ years} = \$13,920.00, \text{ or } \$1,160.00 \text{ per month}$$

It is further understood and agreed that as of January 1, 1973 the Variable Annuity Plan for employees administered by the Bishop Trust Company has been discontinued and all future

retirement payments will be based on the Fixed Annuity payments outlined above. However, contributions made to the Variable Fund by employees prior to January 1, 1971 plus interest will always be payable to them or their heirs should the employee resign or die.

In addition, employees who either failed to join or dropped out of the retirement plans prior to January 1, 1971 will be given credit for past service to the dates they first could have become eligible (age 25 and 3 years of service; effective July 1, 1981, age 23 and 1 year of service) for purposes of calculating their benefit at retirement, consistent with Company practice supported by that arbitration decision of April 4, 1983. Employees who contributed their own funds prior to January 1, 1971 will receive credit for such contributions plus interest thereon through December 31, 1974, and will receive an additional monthly retirement benefit for such contributions over and above the Company paid plan, or may elect to receive his contributions in one lump sum cash payment.

Effective October 1, 1993, the pay and service levels in the above defined benefit plan will be frozen. Participants' benefits from the plan will be calculated based on pay and years of credited service through October 1, 1993, but will not include any pay and credited service after that date. Union members of the Pension Committee will be given reasonable time during working hours to confer with the company on pension matters.

#### 23.10 PART-TIME BENEFIT COVERAGE

Part-time employees will be entitled to medical and dental benefits at the single rate with the proportion of the premium paid by the Company for full-time employees on the single rate provided they are not covered under any other health or dental plan and have certified so on a form to be provided by the Company.

#### 23.11 UNION LEAVE BENEFIT COVERAGE

The employees selected as System General Chairman and Assistant System General Chairman shall ~~have all employee benefits that can reasonably be continued in effect~~ **continue to receive and accrue all employee benefits at the same rate as if they were on the job. Benefits include retirement, life/medical insurance, 401(k) and other applicable benefits, including seniority as well as pass privileges. during their leaves of absence.** The ~~employee~~ cost of Medical, Dental, Life Insurance and Pension Plans will be borne solely by the employees on leave. **Employees covered by this paragraph shall be considered active employees.**

#### 23.12 EXTENDED ILLNESS BENEFIT COVERAGE

The Company will continue medical, dental and group life coverages, at no cost to the full-time employee, for two (2) years after sick leave and/or occupational injury leave has been exhausted for any employee who is disabled to the extent that he cannot perform any kind of gainful employment. The disabled employee may pay his own medical and dental premiums thereafter, through the company, until he no longer has employee status. Group life insurance may be converted to an individual policy upon termination of coverage after the two (2) year period.

#### 23.13 FURLOUGH BENEFIT COVERAGE

In the event of furlough because of a reduction in force, full-time employees with five (5) or more years of service who are covered under the Company's medical and/or dental plans will continue to be covered by such plans for a period of three (3) months past their last day of active employment. After three (3) months on furlough, an eligible employee and his dependants may continue in the Company's medical and/or dental plans at his own expense until recalled, or for so long as he remains on the Company's seniority list, or until obtaining full-time employment elsewhere, whichever event coverage occurs first, but in no event longer than two (2) years from his date of furlough. Payment for such must be received in the Benefits Department by the 20th of the month prior to the month covered or the employee will be dropped from the plans.

## 23.14 RETIREE BENEFIT COVERAGE

If a full-time employee retires between ages 55 and 60 with thirty (30) or more years of service (85 points), the Company will pay one-half (½) the cost of the medical insurance until the employee reaches age 65.

Further, if a full-time employee retires between ages 60 and 64 with thirty (30) or more years of service (90 points), the Company will pay all of the cost of the medical insurance until he reaches age 65.

- 23.15 Any full-time or part-time employee covered by this Agreement who, during the course of a flight while on duty, becomes or is reported missing and his whereabouts become unknown, shall be paid monthly compensation equal to his average monthly earnings for the preceding six (6) months, excluding leaves of absence and non-paid sick leave, for a period of twelve (12) months after the date of disappearance or until his whereabouts are ascertained, whichever is earlier. If upon the expiration of such twelve (12) month period such employee is still missing and his whereabouts are still unknown, or if prior to that time death is established, the Company shall pay or cause to be paid the death benefits provided for by the Workers' Compensation Law of the State of Hawaii.

The monthly compensation allowable under the paragraph above to an employee who is missing shall be credited to him on the books of the Company and shall be disbursed by the Company in accordance with written directions from him. The Company shall require each employee presently or hereafter employed to execute and deliver to the Company as soon as possible the written directions substantially in the following form:

Date \_\_\_\_\_

TO HAWAIIAN AIRLINES, INC.

You are hereby directed to pay all monthly compensation allowable to me, and other benefits stipulated in the Agreement, while missing or resulting from my death or any other condition which causes direct payment to me to be impossible, as provided in the Agreement between Hawaiian Airlines, Inc., and the International Association of Machinists, dated \_\_\_\_\_ as follows:

\$ \_\_\_\_\_ per month to \_\_\_\_\_,  
(Name)

\_\_\_\_\_, as long as living, and thereafter  
(Address)

to \_\_\_\_\_,  
(Name) (Address)

as long as living, and thereafter to \_\_\_\_\_,  
(Name)

\_\_\_\_\_ as long as living.  
(Address)

The balance, if any, and any amounts accruing after the death of all persons named in the designations shall be held for me or, in the event of my death before receipt thereof, shall be paid to the legal representative of my estate. The foregoing directions may be modified from time to time by letter signed by the undersigned and any such modification shall become effective upon receipt of such letter by you. Payments made by the Company pursuant to this directive shall fully release the Company from the obligation of making any further payment with respect thereto, except that such payments shall not release the Company from any additional obligations provided by the Workers' Compensation Law of the State of Hawaii.

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(Employee's Signature)

Any payments due any employee under this Section which are not covered by a written directive as above required shall be held by the Company for such employee and, in the event of his death, shall be paid to the legal representative of his estate or as provided by law. Employees, while missing, shall continue to accrue both seniority and longevity.

- 23.16 Any full-time or part-time employee covered by this Agreement required to participate in test flights shall, while on such flights, be covered by a Standard aviation accident insurance policy with a death benefit of \$25,000 at no cost to the employee.
- 23.17 Full-time and part-time employees covered by this Agreement, while participating in a “bomb scare” investigation, ferry flight, test flight or FAR waiver flight will be covered by an insurance policy for injury or death with the following benefits:

Death	\$200,000
Total Permanent Disability	100,000
Loss of Two limbs	100,000
Loss of One Limb	50,000

23.18 LONG TERM CARE OPTIONS

Effective December 1, 2001, the Company will offer an Optional Long Term Care (LTC) Program. Employees will be given the choice of two levels of care and the program will be open to dependents and parents. This program will be totally optional and will be fully paid for by the employee.



## ARTICLE 24 CONTRACT SERVICE

**24.1** The present Collective Bargaining Agreement does not apply to the Contract Service employees except for; Purpose of Agreement, Article 1; Scope of Agreement, Article 2; Status of Agreement, Article 3; Union Security and Dues Check-Off, Article 21; Bargaining and Grievance Procedures, Article 15; System Board of Adjustment, Article 16; **Travel Pay, and Article 8.4 & 8.10-8.12.**

**24.2** Employment date is defined as the date an employee commences active employment (full or part-time) for Hawaiian Airlines.

**24.3** Entry date is defined as the date on which an employee is hired ~~or rehired into the Mechanic's bargaining unit or successfully bids into a Contract Service Position. Any Rehired as defined herein means re-employed from voluntary or involuntary termination but not from layoff~~ **person returning to a Contract Service Position after completing their probationary/trial period in another classification or returning after termination (voluntary or involuntary) or layoff, will receive a new Contract Service entry date.**

**24.4** It should be further understood that notwithstanding any provisions of this Article, employees with seniority will be able to utilize their seniority over employees without seniority for purposes of layoffs and recalls.

**24.5** ~~A new classification will be established as "CONTRACT SERVICEMAN", which will have the following duties and responsibilities:~~

The work of a Contract Serviceman shall consist of pick-up and deliveries inside and outside airport areas (not including the Company route/mail run), the servicing of aircraft at ramps and terminals involving the loading, stowing, unloading, and pick-up and delivery of all cargo including mail, express, baggage, freight, Company material, buffet and food supplies and cabin supplies in accordance with flight loading plans and the preparation of records in connection therewith, the cleaning of Company and contract aircraft and external lavatory and water service and operating automotive and other ramp equipment for servicing aircraft and helping the load distribution, maintaining the ramp area and equipment in a clean, presentable condition and other general ramp service work, fueling, oiling, the brush painting of traffic lines, floors and ramp equipment. Contract Servicemen may be required to service aircraft with fuel, lubricants, and related supplies, including the operation of fueling at ramps, shops and storage of fuel supplied to equipment and may be required to sign for their work. Contract Servicemen may be required to spot, block, tie down, connect and operate electrical and mechanical devices required for ground servicing of aircraft, stand fire guard and wave off aircraft when Mechanic personnel are not available for the assignment.

Contract Servicemen will not perform Mechanics work of any class, however, the work involving the removal and installation of carpets and seat covers shall be confined to employees in the Mechanic and Contract Serviceman classifications. A Contract Serviceman with ~~one (1)~~ **six (6) months** or more ~~years~~ of service may break in an employee of the same or lower classification on the job.

**24.6** The Company may utilize Contract Servicemen for arrival and dispatch of aircraft.

- a. Hawaiian Airline employees may also be required to support the Contract Service Operation.
- b. Contract Service Operation employees will not be utilized on the Hawaiian Airlines operation.
- c. Cross-utilization will be allowed between the Contract Service Agent and the Contract Serviceman. However, this will normally not be on a scheduled basis.

**24.7** As vacancies become available, the Company will post a notice on the Employment Information Bulletin boards ~~stating the number of vacancies and location(s) available.~~ **Postings shall state the number of vacancies, whether temporary or permanent, the classification, the location, qualifications for the job, duties to be performed, if any, shift and days off.** Such openings will be filled as follows:

1. First, by the senior (company-wide) employee who has the ability to perform the work covered under this Agreement.
2. Second, by the senior (company-wide) employee who has the ability to perform the work covered under the Clerical Agreement.

**24.8** Notwithstanding Article IX, Seniority and Letter of Agreement #4, Part- Time Employees:

1. No Contract Service employee will establish any seniority in filling a Contract Serviceman position.
2. Contract Service employees, after completion of their probationary period and whose names do not appear on the IAM Seniority Roster, shall be furloughed on a LIFO (last in, first out) system.
3. Any employee with seniority who resigns from a Contract Serviceman position covered under this Article will not lose any seniority and shall not be eligible for rehire into the Contract Service Operation.

**24.9** Vacations

1. All contract service employees must complete at least one (1) year of service before he qualifies for any vacation ~~credit~~ **hours** provided he has worked a minimum of nine hundred (900) hours during the year. Any hours less than nine hundred (900) hours will be on a pro-rata basis.

<b>Hours</b>	<b>Vacation Credits-Hours</b>
<b>1200</b>	<b>40</b>
900	32
720	26
540	19
360	13
180	6
90	3

2. Preference in the period in which employees will be permitted to take their vacation will be by entry date. Contract Service employees will be able to sign-up for their vacations during the period of December ~~1<sup>st</sup>~~ **1<sup>st</sup>** through December 31<sup>st</sup>. Each period must be taken in twenty (20) hour increments, or the employee will have the option to utilize his entire accrual in one week.

**24.10** A list of contract service employees with entry dates and employment date shall be posted in all work areas and renewed every six (6) months with copies to the steward, local committee and IAM Business Representative.

**24.11** Employees new to the bargaining unit shall be regarded as probationary employees for the ~~first one hundred twenty (120)~~ **one hundred eighty (180)** calendar days of their employment and may be discharged at any time during said probationary period without hearing. Upon notification to the local committee, with the exception of days off and holidays, an employee who spends any part of the probationary days away from work due to sick leave, vacation, leave of absence and occupational illness or injury leave shall have his probationary period automatically extended until such time that he completes ~~one hundred twenty (120)~~ **one hundred eighty (180)** calendar days.

**24.12** Contract Service employees without seniority who are displaced or receive a RIF notice will not be able to utilize their entry date and/or employment date to displace any employee.

**24.13** Any contract service employee accepting a position under the Hawaiian Airlines operation will have an entry date and will complete sixty (60) calendar days as a trial period under the Hawaiian Airlines

operation. If the employee is found unqualified during his/her sixty (60) day trial period, he/she shall be returned to his/her previous position held in the contract service operation if applicable.

**24.14** The wage rates indicated ~~in Classification Wage Scales Attachments A and B to this Agreement~~ **in Article 19 of this agreement** will apply.

1. Any employee who bumps into the contract serviceman position shall be placed in the increment level with the hourly rate of pay equal to that which he held previously, if available. If such rate is not available, then he shall receive the top rate of the contract service rate, if such rate is less than that he previously held.

**24.15** The Company will make every reasonable effort to allow for two consecutive days off for Contract Services personnel.

**24.16** Where the requirements of the service permit, and at the sole discretion of the Company, contract service employees, upon proper application and approval, may be allowed up to six (6) months of unpaid personal leave of absence. While on such leave of absence, employee benefits may cease until the employee returns from such leave of absence. If, upon the end of the employee's approved leave of absence, the employee fails to return to service without a justifiable reason, he will be deemed to have voluntarily resigned from the Company. Upon return from such leave, he shall be returned to his shift/days off held prior to going on leave. If his shifts/days off are no longer available, he will be allowed to exercise his date of hire/entry to return into this work unit. The Local Committee will be advised of all leaves granted.

**24.17** Contract Service employees will be entitled to dental benefits at the single rate with the proportion of the premium paid by the Company for full-time employees on the single rate.

**24.18** Monthly, the Company will reimburse employees covered under this Letter of Agreement any excess over five dollars (\$5.00) that the employee has to pay monthly for parking. Such reimbursement will apply to the Company approved parking location at that employee's work location. Should the employee choose to park at another location, such employee will be eligible for a reimbursement up to the amount he would have been eligible for the Company approved parking location.

**24.19** The Company will provide and pay for Hepatitis B immunizations for all classifications under this Agreement. The Company retains the right to select the provider of such immunizations.

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**ARTICLE ~~24~~-25**  
**SAVING CLAUSE**

Should any part hereof or any provisions herein contained be rendered invalid by reason of any existing or subsequently enacted legislation or act of any authorized agency of government or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. Upon the request of either party thereto, subsequent to any such invalidation, invalidated portions of this Agreement shall thereupon be renegotiated.

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**ARTICLE 25-26**  
**EFFECTIVE DATE AND DURATION**

This Agreement, as amended, shall become effective date of ratification and shall continue in full force and effect through \_\_\_\_\_, and shall renew itself without change unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, ~~one hundred eighty (180) days prior to April 19, 2014,~~ or in accordance with the provisions of Clause 3.2 of this Agreement, by either party hereto.

**The parties will commence bargaining for a new collective bargaining agreement no later than (Date of Ratification + 48 months) \_\_\_\_\_.**

IN WITNESS WHEREOF, the parties hereto have signed this Agreement, this \_\_\_\_day of \_\_\_\_\_.

**FOR THE INTERNATIONAL  
ASSOCIATION OF MACHINISTS &  
AEROSPACE WORKERS:**

**FOR HAWAIIAN AIRLINES, INC.:**

\_\_\_\_\_/s/  
 Dave Supplee  
 President Directing General Chairman  
 Airlines Employees District Lodge 142

\_\_\_\_\_/s/  
 Jon Snook  
 Interim Senior Vice President, Operations

\_\_\_\_\_/s/  
 Randy Griffith  
 General Chairman

\_\_\_\_\_/s/  
 Jim Landers  
 Vice President, Maintenance & Engineering

\_\_\_\_\_/s/  
 David Figueira  
 Special Representative

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

\_\_\_\_\_/s/  
 Brian Simonson  
 Committee Chairman

\_\_\_\_\_/s/  
 Lance Higa  
 Senior Director, Maintenance Planning & Warranty

\_\_\_\_\_/s/  
 Randall Bangay  
 Member, Negotiating Committee

\_\_\_\_\_/s/  
 Stefan Knoepfel  
 Senior Analyst, Finance

\_\_\_\_\_/s/  
 Aaron Iga  
 Senior Administrator, Contract Administration

\_\_\_\_\_/s/  
 Keaookalani Mattos  
 Senior Administrator, Contract Administration

***Classification Wage Scales***  
***Attachment A***  
***Employees hired prior to 4/19/2010***

<b><u>Group 1</u></b>			<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Lead Inspector	-		\$29.88	\$30.78	\$31.70	\$32.97

<b><u>Group 2</u></b>			<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Inspector	-		\$28.65	\$29.51	\$30.40	\$31.62

<b><u>Group 3</u></b>			<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Lead Aircraft Mechanic	-		\$28.40	\$29.25	\$30.13	\$31.34
Lead Mechanic						-
Station Engineer LAX						-
Lead GSE Mechanic						-
Lead Facilities Repairman	-		-	-	-	-

<b><u>Group 4</u></b>			<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Aircraft Machinist	1st 18 Months (0 to 18)		\$17.57	\$18.10	\$18.64	\$19.39
Aircraft Welder	Next 18 Months (19 to 36)		\$18.27	\$18.82	\$19.38	\$20.16
Aircraft Mechanic	Next 18 Months (37 to 54)		\$19.01	\$19.58	\$20.17	\$20.98
GSE Mechanic	Next 18 Months (55 to 72)		\$21.13	\$21.76	\$22.41	\$23.31
Facilities Repairman	Next 12 Months (73 to 84)		\$23.33	\$24.03	\$24.75	\$25.74
-	Next 12 Months (85 to 96)		\$24.70	\$25.44	\$26.20	\$27.25
-	Thereafter (97+)		\$26.70	\$27.50	\$28.33	\$29.46

<b><u>Group 5</u></b>			<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Lead Line Serviceman	-		\$22.31	\$22.98	\$23.67	\$24.62

<b><u>Group 6</u></b>			<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Line Serviceman	1st 18 Months (0 to 18)		\$13.35	\$13.75	\$14.16	\$14.73
-	Next 18 Months (19 to 36)		\$13.81	\$14.22	\$14.65	\$15.24
-	Next 18 Months (37 to 54)		\$14.34	\$14.77	\$15.21	\$15.82
-	Next 18 Months (55 to 72)		\$16.27	\$16.76	\$17.26	\$17.95
-	Next 12 Months (73 to 84)		\$18.25	\$18.80	\$19.36	\$20.13
-	Next 12 Months (85 to 96)		\$19.55	\$20.14	\$20.74	\$21.57
-	Thereafter (97+)		\$21.16	\$21.79	\$22.44	\$23.34

<b><u>Group 7</u></b>			<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Lead Cleaner	-		\$18.12	\$18.66	\$19.22	\$19.99



<b><u>Group 8</u></b>		<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Cleaner	1st 18 Months (0 to 18)	\$11.42	\$11.76	\$12.11	\$12.59
-	Next 18 Months (19 to 36)	\$11.85	\$12.21	\$12.58	\$13.08
-	Next 18 Months (37 to 54)	\$12.36	\$12.73	\$13.11	\$13.63
-	Next 18 Months (55 to 72)	\$13.72	\$14.13	\$14.55	\$15.13
-	Next 12 Months (73 to 84)	\$15.14	\$15.59	\$16.06	\$16.70
-	Next 12 Months (85 to 96)	\$15.96	\$16.44	\$16.93	\$17.61
-	Thereafter (97+)	\$17.29	\$17.81	\$18.34	\$19.07

<b><u>Other Classifications</u></b>		<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Maintenance Controller	Annual Salary	\$63,000	\$64,890	\$66,837	\$69,510
-	Overtime Rate	\$45.43	\$46.80	\$48.20	\$50.13
-	Doubletime Rate	\$60.58	\$62.39	\$64.27	\$66.84

		<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Lead Contract Serviceman	-	\$11.55	\$11.90	\$12.26	\$12.75

		<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Contract Serviceman	-	\$10.50	\$10.82	\$11.14	\$11.59

<b><u>Part Time Classifications</u></b>		<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Mechanic (Aircraft & GSE)	-	\$18.27	\$18.82	\$19.38	\$20.16
Line Serviceman		\$13.35	\$13.75	\$14.16	\$14.73
Cleaners	-	\$11.41	\$11.75	\$12.10	\$12.58

Such employees shall not be entitled to any longevity increases

***Classification Wage Scales  
Attachment B  
Employees hired after 4/19/2010***

<b><u>Group 1</u></b>			<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Lead Inspector	-		\$29.88	\$30.78	\$31.70	\$32.97

<b><u>Group 2</u></b>			<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Inspector	-		\$28.65	\$29.51	\$30.40	\$31.62

<b><u>Group 3</u></b>			<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Lead Aircraft Mechanic	-		\$28.40	\$29.25	\$30.13	\$31.34
Lead Mechanic						-
Station Engineer LAX						-
Lead GSE Mechanic						-
Lead Facilities Repairman	-		-	-	-	-

<b><u>Group 4</u></b>			<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Aircraft Machinist	1st 24 Months (0 to 24)		\$17.57	\$18.10	\$18.64	\$19.39
Aircraft Welder	Next 24 Months (25 to 48)		\$18.27	\$18.82	\$19.38	\$20.16
Aircraft Mechanic	Next 24 Months (49 to 72)		\$19.01	\$19.58	\$20.17	\$20.98
GSE Mechanic	Next 8 Months (73 to 80)		\$21.13	\$21.76	\$22.41	\$23.31
Facilities Repairman	Next 8 Months (81 to 88)		\$23.33	\$24.03	\$24.75	\$25.74
-	Next 8 Months (89 to 96)		\$24.70	\$25.44	\$26.20	\$27.25
-	Thereafter (97+)		\$26.70	\$27.50	\$28.33	\$29.46

<b><u>Group 5</u></b>			<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Lead Line Serviceman	-		\$22.31	\$22.98	\$23.67	\$24.62

<b><u>Group 6</u></b>			<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Line Serviceman	1st 24 Months (0 to 24)		\$13.35	\$13.75	\$14.16	\$14.73
-	Next 24 Months (25 to 48)		\$13.81	\$14.22	\$14.65	\$15.24
-	Next 24 Months (49 to 72)		\$14.34	\$14.77	\$15.21	\$15.82
-	Next 8 Months (73 to 80)		\$16.27	\$16.76	\$17.26	\$17.95
-	Next 8 Months (81 to 88)		\$18.25	\$18.80	\$19.36	\$20.13
-	Next 8 Months (89 to 96)		\$19.55	\$20.14	\$20.74	\$21.57
-	Thereafter (97+)		\$21.16	\$21.79	\$22.44	\$23.34

<b><u>Group 7</u></b>			<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Lead Cleaner	-		\$18.12	\$18.66	\$19.22	\$19.99

<b><u>Group 8</u></b>		<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Cleaner	1st 24 Months (0 to 24)	\$11.42	\$11.76	\$12.11	\$12.59
-	Next 24 Months (25 to 48)	\$11.85	\$12.21	\$12.58	\$13.08
-	Next 24 Months (49 to 72)	\$12.36	\$12.73	\$13.11	\$13.63
-	Next 8 Months (73 to 80)	\$13.72	\$14.13	\$14.55	\$15.13
-	Next 8 Months (81 to 88)	\$15.14	\$15.59	\$16.06	\$16.70
-	Next 8 Months (89 to 96)	\$15.96	\$16.44	\$16.93	\$17.61
-	Thereafter (97+)	\$17.29	\$17.81	\$18.34	\$19.07

<b><u>Other Classifications</u></b>		<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Maintenance Controller	Annual Salary	\$63,000	\$64,890	\$66,837	\$69,510
-	Overtime Rate	\$45.43	\$46.80	\$48.20	\$50.13
-	Doubletime Rate	\$60.58	\$62.39	\$64.27	\$66.84

		<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Lead Contract Serviceman	-	\$11.55	\$11.90	\$12.26	\$12.75

		<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Contract Serviceman	-	\$10.50	\$10.82	\$11.14	\$11.59

<b><u>Part Time Classifications</u></b>		<b><u>4/19/2010</u></b>	<b><u>4/19/2011</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Mechanic (Aircraft & GSE)	-	\$18.27	\$18.82	\$19.38	\$20.16
Line Serviceman		\$13.35	\$13.75	\$14.16	\$14.73
Cleaners	-	\$11.41	\$11.75	\$12.10	\$12.58

Such employees shall not be entitled to any longevity increases

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## LOA #1

103

**LETTERS OF AGREEMENT**

LOA #2

~~September, 2001~~

~~Mr. Samson Po'omaihaelani~~  
~~NEW TITLE~~

~~Dear Sam,~~

~~Re: Voluntary Early Retirement Window Program~~

~~During Section 6 negotiations it was agreed that a Voluntary Early Retirement Window Program would be offered at the beginning of 2002. The program would apply to those employees whose had reached age 55 with at least 20 years of service effective December 31, 2001. The determination of benefit amounts and the sign up would take approximately two months. Retirement dates would be staggered based on the needs of the service as determined by the Company.~~

~~The benefit would consist of 5 years added to vested and credited service.~~

~~Yours sincerely,~~

~~\_\_\_\_\_/S/\_\_\_\_\_  
Bronach R. Cole~~

~~cc \_\_\_\_\_ Aileen Nonaka  
Ruthann Yamanaka  
Christine Deister~~

**LETTERS OF AGREEMENT**

LOA #3

LETTER OF AGREEMENT  
between  
HAWAIIAN AIRLINES, INC.  
and the  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS  
(AFL-CIO)  
Representing  
AIRCRAFT INSPECTORS, MECHANICS,  
LINE SERVICEMEN AND CLEANERS

---

CONTRACT SERVICES OPERATION

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~~THIS LETTER OF AGREEMENT is made and entered into in accordance with the Railway Labor Act by and between Hawaiian Airlines, Inc. (the "Company"), and the Aircraft Inspectors, Mechanics, Line Servicemen and Cleaners of the Company as represented by the INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS (AFL-CIO) (the "I.A.M.").~~

WITNESSETH

~~It is understood by the parties that this Letter of Agreement governs work rules, rates of pay, benefits and conditions for Contract Service employees.~~

~~The present Collective Bargaining Agreement does not apply to the Contract Service employees except for Purpose of Agreement, Article I; Scope of Agreement, Article 2; Status of Agreement, Article 3; Union Security and Dues Check-Off, Article 21; Bargaining and Grievance Procedures, Article 15; and System Board of Adjustment, Article 16.~~

~~Employment date is defined as the date an employee commences active employment (full or part time) for Hawaiian Airlines.~~

~~Entry date is defined as the date on which an employee is hired or rehired into the Mechanic's bargaining unit or successfully bids into a Contract Service Position. Any Rehired as defined herein means re-employed from voluntary or involuntary termination but not from layoff person returning to a Contract Service Position after completing their probationary/trial period in another classification or returning after termination (voluntary or involuntary) or layoff, will receive a new Contract Service entry date.~~

~~It should be further understood that notwithstanding any provisions of this Article, employees with seniority will be able to utilize their seniority over employees without seniority for purposes of layoffs and recalls.~~

~~A. — A new classification will be established as "CONTRACT SERVICEMAN", which will have the following duties and responsibilities:~~

~~The work of a Contract Serviceman shall consist of pick up and deliveries inside and outside airport areas (not including the Company route/mail run), the servicing of aircraft at ramps and terminals involving the loading, stowing, unloading, and pick up and delivery of all cargo including mail, express, baggage, freight, Company material, buffet and food supplies and cabin supplies in accordance with flight loading plans and the preparation of records in connection therewith, the cleaning of Company and contract aircraft and external lavatory and water service and operating automotive and other ramp equipment for servicing~~

aircraft and helping the load distribution, maintaining the ramp area and equipment in a clean, presentable condition and other general ramp service work, fueling, oiling, the brush painting of traffic lines, floors and ramp equipment. Contract Servicemen may be required to service aircraft with fuel, lubricants, and related supplies, including the operation of fueling at ramps, shops and storage of fuel supplied to equipment and may be required to sign for their work. Contract Servicemen may be required to spot, block, tie down, connect and operate electrical and mechanical devices required for ground servicing of aircraft, stand fire guard and wave off aircraft when Mechanic personnel are not available for the assignment.

Contract Servicemen will not perform Mechanics work of any class, however, the work involving the removal and installation of carpets and seat covers shall be confined to employees in the Mechanic and Contract Serviceman classifications. A Contract Serviceman with one (1) or more years of service may break in an employee of the same or lower classification on the job.

The Company may utilize Contract Servicemen for arrival and dispatch of aircraft.

- B. ~~1. Hawaiian Airline employees may also be required to support the Contract Service Operation.~~
- ~~2. Contract Service Operation employees will not be utilized on the Hawaiian Airlines operation.~~
- ~~3. Cross utilization will be allowed between the Contract Service Agent and the Contract Serviceman. However, this will normally not be on a scheduled basis.~~
- C. ~~As vacancies become available, the Company will post a notice on the Employment Information Bulletin boards stating the number of vacancies and location(s) available. Such openings will be filled as follows:~~
- ~~1. First, by the senior (company wide) employee who has the ability to perform the work covered under this Agreement.~~
- ~~2. Second, by the senior (company wide) employee who has the ability to perform the work covered under the Clerical agreement.~~
- D. ~~Notwithstanding Article IX, Seniority and Letter of Agreement #4, Part Time Employees:~~
- ~~1. No Contract Service employee will establish any seniority in filling a Contract Serviceman position.~~
- ~~2. Contract Service employees, after completion of their probationary period and whose names do not appear on the IAM Seniority Roster, shall be furloughed on a LIFO (last in, first out) system.~~
- ~~3. Any employee with seniority who resigns from a Contract Serviceman position covered under this Article will not lose any seniority and shall not be eligible for rehire into the Contract Service Operation.~~
- E. ~~Vacations~~
- ~~1. All contract service employees must complete at least one (1) year of service before he qualifies for any vacation credit provided he has worked a minimum of nine hundred (900) hours during the year. Any hours less than nine hundred (900) hours will be on a pro rata basis.~~

<b>Vacation</b>	
<b>Hours</b>	<b>Credits</b>
900	32
720	26
540	19
360	13
180	6



90 ————— 3

2. ——— Preference in the period in which employees will be permitted to take their vacation will be by entry date. Contract Service employees will be able to sign up for their vacations during the period of December 16th through December 31st. Each period must be taken in twenty (20) hour increments, or the employee will have the option to utilize his entire accrual in one week.
- F. ——— A list of contract service employees with entry dates and employment date shall be posted in all work areas and renewed every six (6) months with copies to the steward, local committee and IAM Business Representative.
- G. ——— Employees new to the bargaining unit shall be regarded as probationary employees for the first one hundred twenty (120) **one hundred eighty (180)** calendar days of their employment and may be discharged at any time during said probationary period without hearing. Upon notification to the local committee, with the exception of days off and holidays, an employee who spends any part of the probationary days away from work due to sick leave, vacation, leave of absence and occupational illness or injury leave shall have his probationary period automatically extended until such time that he completes one hundred twenty (120) **one hundred eighty (180)** calendar days.
- H. ——— Contract Service employees without seniority who are displaced or receive a RIF notice will not be able to utilize their entry date and/or employment date to displace any employee.
- I. ——— Any contract service employee accepting a position under the Hawaiian Airlines operation will have an entry date and will complete sixty (60) calendar days as a trial period under the Hawaiian Airlines operation. If the employee is found unqualified during his/her sixty (60) day trial period, he/she shall be returned to his/her previous position held in the contract service operation if applicable.
- J. ——— The wage rates indicated in Classification Wage Scales Attachments A and B to this Agreement will apply.
1. ——— Any employee who bumps into the contract serviceman position shall be placed in the increment level with the hourly rate of pay equal to that which he held previously, if available. If such rate is not available, then he shall receive the top rate of the contract service rate, if such rate is less than that he previously held.
- K. ——— The Company will make every reasonable effort to allow for two consecutive days off for Contract Services personnel.
- L. ——— Where the requirements of the service permit, and at the sole discretion of the Company, contract service employees, upon proper application and approval, may be allowed up to six (6) months of unpaid personal leave of absence. While on such leave of absence, employee benefits may cease until the employee returns from such leave of absence. If, upon the end of the employee's approved leave of absence, the employee fails to return to service without a justifiable reason, he will be deemed to have voluntarily resigned from the Company. Upon return from such leave, he shall be returned to his shift/days off held prior to going on leave. If his shifts/days off are no longer available, he will be allowed to exercise his date of hire/entry to return into this work unit. The Local Committee will be advised of all leaves granted.
- M. ——— Contract Service employees will be entitled to dental benefits at the single rate with the proportion of the premium paid by the Company for full time employees on the single rate.
- N. ——— Monthly, the Company will reimburse employees covered under this Letter of Agreement any excess over five dollars (\$5.00) that the employee has to pay monthly for parking. Such reimbursement will apply to the Company approved parking location at that employee's work location. Should the employee choose to park at another location, such employee will be eligible for a reimbursement up to the amount he would have been eligible for the Company approved parking location.

~~O. The Company will provide and pay for Hepatitis B immunizations for all classifications under this Agreement. The Company retains the right to select the provider of such immunizations.~~

IN WITNESS WHEREOF, the parties hereto have signed this Agreement, this 7th day of October, 1993.

**FOR THE INTERNATIONAL  
ASSOCIATION OF MACHINISTS  
& AEROSPACE WORKERS:**

**FOR HAWAIIAN AIRLINES, INC.**

\_\_\_\_\_/s/\_\_\_\_\_  
Samson Po'omahealani  
Assistant General Chairman  
Airline Employees District Lodge 141

\_\_\_\_\_/s/\_\_\_\_\_  
Bruce R. Nobles  
President and Chief Executive Officer

WITNESS:

\_\_\_\_\_/s/\_\_\_\_\_  
Randy Kauhane  
Assisant General Chairman  
Airline Employees District Lodge 141

\_\_\_\_\_/s/\_\_\_\_\_  
Alexander D. Jamile  
Vice President Administration

**CONTENTS OF THIS LETTER PER AGREEMENT HAVE BEEN MOVED TO ARTICLE 24 OF THE  
COLLECTIVE BARGAINING AGREEMENT**

**~~LETTERS OF AGREEMENT~~**

**LOA #2 (previously LOA #4)**

June 25, 1973

Mr. George J. Robinson  
President & General Chairman  
International Association of Machinists and Aerospace Workers  
Airline Employees District Lodge 141  
P. O. Box 391  
Burlingame, California 94010

**SCHEDULED OVERTIME NOT EMERGENCY**

Dear Mr. Robinson:

This will affirm the understanding during negotiation of the labor agreement between Hawaiian Airlines and the International Association of Machinists and Aerospace Workers that in applying the provisions of Paragraph G, Article VII, scheduled overtime will not be considered emergency overtime.

Very truly yours,

\_\_\_\_\_/s/  
A.G. Cole  
Vice President Administration

**ACKNOWLEDGED AND AGREED:**

\_\_\_\_\_/s/  
George J. Robinson

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**LETTERS OF AGREEMENT**

**LOA #3 (previously LOA #5)**

Mr. Kenneth Boone  
General Chairman  
District Lodge 142, IAMAW

March 25, 2010

Dear Mr. Boone

RE: Sub-contracting In and Out and Structural Changes within Maintenance and Engineering

As a result of our recent negotiations and discussions regarding the above referenced subject, it is mutually understood and agreed that:

1. The Company will perform line maintenance on its 767 and Airbus wide bodied aircraft fleet in the State of Hawaii and, on the mainland, will have heavy maintenance and line maintenance performed by a third party.
2. Upon completion of the maintenance hangar in Honolulu, the IAM Subcontracting Committee will meet with Company representatives to discuss work that is available to be done in-house. The Committee will meet in the spirit of Article 2.2 which states:

*It is the Company's intent to utilize all its equipment, existing facilities and technical ability to perform the above listed work in its own organization except where a lessee or purchaser of Company equipment leases or purchases said equipment in an "as is" condition and elects to perform his own maintenance and/or modifications*

Sincerely,

\_\_\_\_\_  
/s/  
Janis Bumgarner  
Senior Director, Labor Relations

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**LETTERS OF AGREEMENT****LOA #4 (previously LOA #6)**

October 10, 2001

Mr. Scott Ford  
President and General Chairman  
International Association of Machinists and Aerospace Workers – District 141M

Dear Mr. Ford:

RE: Subcontracting Committee

This will confirm the understanding reached during our current negotiations relating to the Company's contracting out of its work as provided in Article 2 of the HAL-IAMAW Mechanics' Agreement and letter of agreement #5.

The Union expressed its concern that some subcontracting may occur with inadequate consideration for possible savings that could result from performing the work "in-house" with Agreement-covered employees. The Union expressed its desire to provide such input so that consideration could be given.

Accordingly, it was agreed that a Committee will be formed to review instances of subcontracting, which the Union believes could more efficiently and or economically be performed "in-house" by IAMAW-represented employees. This committee will also be responsible for reviewing opportunities to perform work and/or provide services for other companies. The Committee will consist of four (4) members; two (2) each representing the Union and the Company. The Committee would invite other attendees as required and would meet as often as necessary but in no case less than once every quarter.

When practicable to do so, the Company will share reasonably available information relating to a given subcontract or anticipated subcontract. It is understood that it will not be the purpose of the Committees to pre-review all anticipated subcontracts. When a Committee agrees that an instance of subcontracting should more appropriately have been performed within the Company, it will make recommendations accordingly to the organization having contracted the work, for purposes of present and or future consideration. This Committee is established in the spirit of positive labor-management relations. Accordingly, the process established by this letter will not be the basis for the filing of grievances; however, nothing in this letter prohibits the Union from filing a grievance where the Union believes the Company has violated the Agreement.

It is understood that nothing in this Letter of Agreement changes or otherwise affects Article 2 or any other provision of this Agreement.

If this conforms to your understanding, please date and sign in the space provided below.

Sincerely yours,

\_\_\_\_\_  
/s/  
Bronach R. Cole  
Senior Director, Labor Relations

\_\_\_\_\_  
/s/  
Scotty Ford  
Date

CC: Samson Poomaihealani  
J.R. Heier  
Jesse Ikei  
Brian Hermansader  
Robert Glasgow

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**LETTERS OF AGREEMENT****LOA #5 (previously LOA #7)**

Re: Clause 19.13

This will confirm that the employees noted below are the only ones who will be grandfathered and will receive the hourly premiums as described in Clause 19.13. Furthermore, if they receive an A and/or a P license, the premiums for these licenses will offset and not be in addition to the FCC and repairman's certificate. In other words, if an employee currently holding an FCC and/or repairman's certificate received an "A" license, they will then receive premium pay for an "A" license and repairman's certificate, but not for the FCC.

<b>Employee Name</b>	<b>Emp. #</b>	
KIKUCHI, RONALD K.	4174	FCC and RC
CHONG, DAVID N.	4628	FCC and RC
RAPOZA, NICKY K.	3813	FCC and RC
TAKUSHI, NORMAN Y.	1107	FCC and RC
AGUA, ALFREDO	1395	RC and P
LUM, MERTIN W.K.	4530	FCC and RC
TING JR., JOSEPH K.O.	2206	A
OHTA, CURTIS - Machinist	5875	RC
BANGAY, RANDY - Welder	0530	RC
LEONG, EUGENE	3199	A

It is understood that during the life of this Agreement the named employees will not be required to obtain an A or P license unless required by Federal Regulation.

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**LETTERS OF AGREEMENT**

**LOA #6 (previously LOA #8)**

Jesse Ikei  
Vice President - Hawaii  
District 141 IAM & AW  
1934-A Hau Street  
Honolulu, Hawaii 96819

Re: Aircraft Mechanics not holding A&P licenses

Dear Mr. Ikei,

When there is insufficient work in their work center such mechanics may be utilized in aircraft maintenance under the guidance and direction of the holder of A & P certificates who would be signing for the work that has been performed. These mechanics will not be allowed to bid for positions required to hold A & P certificates. It is understood that the intent of this letter is to primarily use these mechanics to accomplish minor maintenance tasks such as assisting in the control of corrosion, maintaining of the baggage compartments, opening and closing of maintenance panels on the 717 aircraft. Except in an emergency, these mechanics shall not be required to suspend work in their own work center to accomplish work outside of it.

Yours sincerely,

\_\_\_\_\_/s/  
Bronach R. Cole,  
Senior Director, Labor Relations

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**LETTERS OF AGREEMENT**

**LOA #7 (previously LOA #9)**

Jesse Ikei  
Vice President - Hawaii  
District 141 IAM & AW  
1934-A Hau Street  
Honolulu, Hawaii 96819

Re: Non Disciplinary Attendance Program

Dear Mr. Ikei,

The Company is committed to working with the union to develop an attendance program that does not involve disciplinary action and is not part of the progressive disciplinary response to inappropriate behavior. The program would consist of five (5) levels similar to the current program with the fifth level being termination. It is further agreed that the Company and the Union will participate jointly in presenting training in the application of this program. Until such time as the program is implemented it is agreed that the attendance program currently in affect will be continued but that where a suspension would normally be required a letter will be given indicating for purposes of progression the letter will be considered in lieu of a suspension.

Yours sincerely,

\_\_\_\_\_/s/  
Bronach R. Cole,  
Senior Director, Labor Relations

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**LETTERS OF AGREEMENT**

**LOA #8 (previously LOA #10)**

Jesse Ikei  
Vice President - Hawaii  
District 141 IAM & AW  
1934-A Hau Street  
Honolulu, Hawaii 96819

Re: Contracting out de-fueling

Dear Mr. Ikei,

De-fueling: Due to the cost of equipment and the infrequency of the requirement to de-fuel aircraft, de-fueling can be performed by an outside vendor, therefore, commercial driver licence (CDL) will not be required for Line Serviceman. It is understood that whenever a vendor is used to perform any de-fueling functions, a qualified Line Serviceman will be present to monitor the function. In the event a CDL license is required for any other function performed by a Line Serviceman, the company will continue to maintain the cost of such license.

Yours sincerely,

/s/  
Bronach R. Cole,  
Senior Director, Labor Relations

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**LETTERS OF AGREEMENT**LOA #**9** (previously LOA #11)

**Letter of Agreement**  
 between  
**Hawaiian Airlines, Inc.**  
 and the  
**International Association of Machinists and Aerospace Workers**  
 representing  
**Aircraft Inspectors, Mechanics, Line Servicemen, and Cleaners**  
 in the service of  
**Hawaiian Airlines, Inc.**

**Flight Mechanic**

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between HAWAIIAN AIRLINES, INC. (hereinafter referred to as the "Company") and the Aircraft Inspectors, Mechanics, Line Servicemen, and Cleaner Employees of the Company as represented by the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (AFL-CIO) (hereinafter referred to as the "Union").

**IT IS AGREED THAT**

At a convenient time agreed to by the parties following the notice of ratification of this agreement a joint Union/Company committee will be established in Maintenance to meet within one hundred and eighty (180) days and develop the procedures, agreeable to both the Company and the representatives in the work unit with assistance, if required, by the District Representative and a representative from Labor Relations.

The parties hereto have signed this LETTER OF AGREEMENT, this 27 day of March, 2010.

**For the Company:**

/s/  
 Janis Bumgarner  
 Senior Director, Labor Relations  
 Hawaiian Airlines, Inc.

**For the Union:**

/s/  
 Kenneth Boone  
 General Chairman  
 District Lodge 142, IAMAW AFL-CIO

## LETTERS OF AGREEMENT

LOA #12

Jesse Ikei  
~~Vice President - Hawaii~~  
~~District 141 IAM & AW~~  
~~1934 A Hau Street~~  
~~Honolulu, Hawaii 96819~~

~~Re: Shift and Day Off Trades~~

~~Dear Mr. Ikei,~~

~~Subject to the advance approval of local management, employees in the same classification and work unit who are fully qualified to perform each other's work may be permitted to trade days and/or shifts. Rules setting forth procedures will be established locally between the Company and the representatives in the work unit, if required, by the District Representative and a representative from Labor Relations.~~

~~Yours sincerely,~~

~~\_\_\_\_\_/s/\_\_\_\_\_  
Bronach R. Cole,  
Senior Director, Labor Relations~~

**LETTERS OF AGREEMENT**

**LOA #10 (previously LOA # 13)**

Jesse Ikei  
Vice President - Hawaii  
District 141 IAM & AW  
1934-A Hau Street  
Honolulu, Hawaii 96819

Re: Contracting Out Facility Cleaning

Dear Mr. Ikei,

Facilities Cleaning: Twice a year the Company would be permitted to have the facilities “spring cleaned” by an outside company. The company will notify the union in writing at least fourteen days prior scheduling such cleaning.

Yours sincerely,

\_\_\_\_\_/s/  
Bronach R. Cole,  
Senior Director, Labor Relations

**~~LETTERS OF AGREEMENT~~**

LOA #14

Jesse Ikei  
~~Vice President Hawaii~~  
~~District 141 IAM & AW~~  
~~1934 A Hau Street~~  
~~Honolulu, Hawaii 96819~~

~~Re: Operational Safety Improvements Process~~

~~Dear Mr. Ikei,~~

~~The Company will work with the Union in implementing an Operational Safety Improvement Process.~~

~~Yours sincerely,~~

~~\_\_\_\_\_/s/\_\_\_\_\_  
Bronach R. Cole,  
Senior Director, Labor Relations~~

**LETTERS OF AGREEMENT**

**LOA #11 (previously LOA #15)**

January 6, 2005

Mr. William O'Driscoll  
President & Directing General Chairman  
District Lodge 142  
IAM & AW

Re: Vacation Selection (clause 12.7)

Dear Mr. O'Driscoll:

The parties agreed that at least 30 days prior to the commencement of each year's vacation bidding the Company will meet with the shop steward to discuss the procedures which will be followed. The shop stewards will then handle the vacation selection (Reference to clause 12.7). **At this meeting the Company shall provide a bulletin for cost center/shifts showing employee names, Company seniority dates, and the projected number of hours of vacation, including accumulated vacation for each employee as of the following January 1.**

Yours sincerely,

\_\_\_\_\_/s/  
Bronach R. Cole,  
Senior Director, Labor Relations

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## LETTERS OF AGREEMENT

### LOA #12 (previously LOA #16)

### Performance Bonus and Profit Bonus Programs

#### Incentive Compensation Program

The IAM-M will participate in the Incentive Compensation Program established by the Board of Directors for senior management, with a target payout bonus of one percent (1%) of W-2 wages. The same numerical calculations established by the Board that determines the Company's performance will be applied to the IAM-M, resulting in a potential payment range of zero percent (0%) to two percent (2%) of the previous year's W-2 wages. Payment from the Incentive Compensation Program will be paid at the same time and in the same manner as applied to senior management. The distribution amount will be prorated based on months of participation.

#### Performance Bonus

Each year, the Company will establish performance goals for on-time performance, safety, etc. Based on the yearly goals, quarterly goals will be set. These performance goals will be discussed with all unions and brought to the attention of all employees. For each quarter that the performance goals are met, each active full-time employee will receive a bonus of \$150, a potential total of \$600 per year, and each active part-time employee will be eligible for a quarterly bonus of \$75 per quarter, a potential total of \$300 per year. Any bonus payments will be reduced by applicable taxes and pre-tax deferral deductions. If goals are not met, no performance bonus will be paid for that quarter. Performance bonus payments will be paid regardless of company profitability. Should the Performance Bonus payments be increased for any other group, such increase shall not result in a decrease to IAM-M's share of any Profit Bonus.

#### Profit Bonus

The total potential profit bonus will be 5% of annual pretax profits (excluding extraordinary items and charges) from the first dollar of profit. Before being allocated among employee groups, the total potential profit bonus will be reduced dollar-for-dollar by the performance bonuses and any special bonuses paid for the year. The Company may, at its discretion, pay the profit bonus on a quarterly, rather than an annual basis. Should any other group(s) be provided a different Profit Bonus formula, such group(s) will be separated into a different Profit Bonus plan so as not to negatively impact the IAM-M's share of the plan.

The net profit bonus will first be divided among all employee groups (ALPA, AFA, IAM, TWU, non-represented, etc.) on the basis of each group's pro rata share of W-2 wages for the year. The pro rata share of any non-participating employee group will not be paid out to any group. Within each participating group, the bonus will then be allocated based on regular W-2 wages (as defined below) of each eligible member of the group, or another basis if that is agreed upon. Profit bonuses paid will be less applicable taxes and pre-tax deferral deductions. The Company would have discretion to set a minimum amount payable to any individual.

#### *Example*

If Hawaiian's 2009 pre-tax profit were \$40 million the total potential bonus payment would be \$2 million. If the Performance Bonuses paid out for the year totaled \$600 thousand, then up to \$1.4 million would be allocated among employee groups and individual employees in the manner described above.

#### General Provisions

Eligible employees are defined as active employees during the applicable period with accumulated W-2 wages in excess of \$500 per quarter unless, before the time of payout, they were involuntarily terminated or voluntarily resigned. The profit Performance Bonus and Profit Bonus plans would apply to all employees meeting these criteria, except corporate officers. The above criteria would also apply to all employees and corporate officers in the Incentive Compensation Program.

For purposes of the plans, W-2 wages shall mean regular earnings as reported in Box 5 including employee pre-tax deferrals (e.g. 401(k) employee contributions) on previous year's IRS Form W-2 and exclude bonuses, vacation payoffs, insurance, layoff severance and other similar non-regular earnings even if otherwise reported in Box 5 on Form W-2.

Payments described herein will not be treated as covered compensation for 401(k) or pension plan purposes.

Participation in the Profit Bonus and the Incentive Compensation programs shall start as of the effective date of the amended CBA and shall continue until the CBA becomes amendable. If the CBA starts or becomes amendable during a year, the amount of the Profit Bonus to the group using the formulas described above will be multiplied by a fraction, the numerator of which is the number of whole months in the year through the amendable date and the denominator of which is 12. The resulting amount will then be distributed among members of the group based on the allocation rules described above.

Participation in the programs described herein shall continue through \_\_\_\_\_ (i.e. final payouts in 2021). While any of these may be extended by mutual agreement of the parties, it is expressly agreed that notwithstanding the status quo provisions of the Railway Labor Act, this Agreement shall have no force or effect beyond the dates stated herein. **If the preceding provision is removed from any other Union Agreement, then this provision shall be removed here**



**LETTERS OF AGREEMENT****LOA #13 (previously LOA #17)**

January 6, 2005

Mr. William O'Driscoll  
President & Directing General Chairman  
District Lodge 142  
IAM & AW

Re: Station Engineer in LAX

Dear Mr. O'Driscoll:

During negotiations to exit bankruptcy the parties agreed that a new separate classification of Station Engineer would be established in and limited to the Los Angeles Station. They would be paid at the same rate as the Lead Aircraft Mechanic. It was further agreed that the non-contract employees currently performing the functions of the new classification would be grandfathered. Within 90 days following the date of confirmation of the Plan of Reorganization, they would be required to become members of the IAM in accordance with Article 21. On becoming members their bargaining unit seniority date will be the date they began working in this capacity for Hawaiian Airlines. While remaining in these positions they would not be subject to displacement (bumping). This new classification will not carry any basic classification seniority rights unless the employee previously held such seniority.

The parties agreed to maintain the unique scheduling arrangements that have been develop that meet the needs of the employees and the operation. ~~Therefore the current scheduling practices shall continue and these positions will not be governed by the provisions of Articles 6, 7 (excluding Clause 7.12 to 7.17) or 8. The Company has the option to schedule the Station Engineers collectively as a group as follows:~~

1. **Twelve (12) hour shifts with four (4) consecutive days working followed by four (4) consecutive days off.**
2. **Ten (10) hour shifts with four (4) consecutive days working followed by three (3) consecutive days off.**
3. **Eight (8) hour shifts with five (5) consecutive days working followed by two (2) consecutive days off.**

**In the application of any of the above schedules: If option one (1) is utilized, Article's six (6) and seven (7) of the agreement shall not be applicable. (Excluding clause 7.12-7.17)**

**If option's two (2) or three (3) is utilized, Articles six (6) and seven (7) of the agreement shall apply.**

**In any of the options utilized, Article eight (8) shall not be applicable.**

**At any time the Company changes the options, the employee's shall be given seven (7) calendar days-notice before the change takes effect.**

Due to the unique level of responsibility and other unique requirements of the Station Engineer classification, should there be a vacancy it is agreed that there will be open selection. In such cases the Company will give first preference subject to qualifications to bargaining unit employees then outside hire.

**JOB FUNCTIONS:**

- Directly supervises vendors to ensure that all maintenance work is done in accordance with F.A.A. & H.A. Specs including the proper completion of aircraft records and forms
- Ensures that vendors meet all HAL GMM requirements.
- Is the station focal point for providing the vendor(s) all HAL technical, procedural, material, operational and engineering requests and clarifications.
- Makes vendor recommendations for performance improvements, up to and including disciplinary action. Will be required to approve all daily and monthly vendor support invoices. Arranges for materials and staffing for both scheduled and unscheduled station work.
- Provides the informational interface and coordination between HAL Planning, MOC, TMC and station maintenance vendor to ensure all of the planned maintenance objectives are met daily. Sets ETR's.
- Ensure that all hazardous waste disposal practices meet HAL GMM Chapter 18 requirements and is responsible for the shipping of hazardous materials.
- May be responsible to complete all security checks required by Hawaiian Airlines and LAX station policies.
- Responsible for the safety of themselves, equipment, space, and the employees under their jurisdiction.
- Responsible for investigating and reporting any accident or incident of which they become aware.
- Audits, files, and sign (ARA/RII) for work records in connection with all work performed, inclusive of recording and completion of all CHAMP and On-line maintenance entries.
- Acts as a liaison between vendor(s) and other Hawaiian Airlines departments.
- Ensures LAX compliance with HAL's CASP program, specifically HAL GMM Chapter 5 "Self Auditing."
- Processes Hawaiian materials and other airline purchased, allocated, and loaned materials. Prepares HAL shipping and receiving documents, including HAZMAT.
- Completes all material entries in CHAMP including the ordering of station replacement and allocated materials. Responsible to track the shelf life dates for all material allocations.
- Responsible for all HAL property and ground equipment, as well as equipment loaned from contract agencies. Ensures that HAL Policies and Procedures are followed and adhered to, including calibrated tools.
- Assumes all the responsibilities and functions of an aircraft supervisor, mechanic and inspector (ARA & RII), including finding and initiating repairs to minor items or assigning such work to another party to maintain operational integrity and on-time performance.
- Works various shifts and days off. At times, may be called upon to work to the limits of the GMM without a day off. Works all holidays, if required. May be called upon to extend or return to duty as required by the Manager in charge of Los Angeles. Changes to shifts and days off may be made without notice for needs of service. Final approval of scheduling rests with Management.

Clause 4.1 and 5.3 will be amended to include this new classification.

The parties acknowledge that with the introduction of this new classification that certain matters may have been overlooked or not foreseen. Therefore, for the term of this Agreement, the parties agree to meet and resolve such matters using as a guide to the discussions that to

Yours sincerely,

/s/  
Bronach R. Cole,  
Senior Director, Labor Relations

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**LETTERS OF AGREEMENT****LOA #14 (previously LOA #18)**

March 23, 2007

Mr. Ken Boone  
 General Chairperson  
 IAM-AW, District Lodge 142

Dear Ken,

The Maintenance Aviation Safety Action Program (ASAP) is a joint FAA, IAM and Company safety program designed to enhance aircraft safety. Mechanic participation in the program is paramount to ensure its success and enable the program to become an effective tool for safety awareness and accident prevention. To enhance employee participation, the Company and the Union has agreed to a corrective action based incentive. This letter will summarize our agreement regarding the application of discipline for an employee who has been disciplined solely as a result of information obtained from "Sole Source" report as described herein.

When a maintenance ASAP Report meets the criteria for acceptance under the Maintenance ASAP MOU and is a "Sole Source Report" as described herein, the Company will use lesser enforcement action or no enforcement action to address an event involving possible noncompliance with 14 CFR. Except that the Company may initiate disciplinary action upon learning of a mechanic error/violation. However, if the Company does discipline, and the employee is accepted into the Maintenance ASAP program, then the disciplinary action will be held in abeyance until a determination is made whether all of the Maintenance ASAP requirements, including corrective actions, have been met to the satisfaction of the ASAP Event Review Committee (ERC). If the employee completes all the requirements to the satisfaction of the ERC, and the ASAP report is considered closed, then the disciplinary action letter will be removed from the employee's file. If the employee is excluded from the Maintenance ASAP program as outlined in the ASAP Memorandum of Understanding, then the incentive will not be considered, and the letter will remain in the employee's file.

Sole Source Reports. A Report is considered a sole-source report when all evidence of the event available to the FAA and Company is discovered by or otherwise predicated on the report and the Company otherwise would have no knowledge of the event. Apparent violations disclosed in the Maintenance ASAP Reports that are covered under the program and are sole-source reports will be addressed with an ERC response (no FAA action). It is possible to have more than one sole-source report for the same event.

Sincerely,

Agree and Concur

\_\_\_\_\_/s/  
 Janis Bumgarner  
 Sr. Director Labor Relations  
 Hawaiian Airlines, Inc.

\_\_\_\_\_/s/  
 Ken Boone  
 General Chairperson  
 IAMAW, District 142

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**LETTERS OF AGREEMENT****LOA #15 (previously LOA #19)**

May 15, 2008

Mr. Ken Boone  
General Chairman  
IAMAW District Lodge 142

RE: M-07-08 Amended

Dear Ken:

The Company has agreed to amend its travel policy as it pertains for the IAM-M employees while on sick leave, FMLA, HFFL, Military Leave or occupational injury.

When this employee is on such leave, their Eligible Family members and FTP passengers will be eligible for Pass Travel.

Pass travel as it pertains to the employee has the following changes:

1. When an employee is absent from work due to one's own illness (sick leave or FMLA), the employee will be granted Pass Travel on HA only when traveling to a specialist's office in connection with the employee's leave. Approval must be granted prior to the travel.
2. When an employee is absent from work due to care of a family member (FMLA or HFFL), that employee will continue to be eligible for travel privileges if that travel is necessary to care for that family member. It is the responsibility of the employee to maintain communications with his manager and/or human resources during these circumstances. Approval must be granted prior to the travel.
3. When the employee is absent from work due to an occupational injury, travel requests will be reviewed and granted on a case by case basis. The employee must present to the Company a doctor's note that states that such travel will not aggravate the employee's condition.
4. When an employee is absent from work due to Military Leave, his/her travel privileges will continue as if s/he were actively employed. The employee will be required to continue to follow the Company's policy of not sharing his password and access to ID90 with others. When s/he is unable to access ID90, he or the person traveling under his pass travel privileges is required to contact Hawaiian's Pass Bureau (Jody Borges) for assistance.

Unless I am otherwise notified, this decision resolves grievance M-07-08.

Sincerely,

\_\_\_\_\_/s/  
Janis Bumgarner  
Sr. Director, Labor Relations

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**LETTERS OF AGREEMENT**

LOA #16 (previously LOA #20)

## LETTER OF AGREEMENT

between

HAWAIIAN AIRLINES, INC.

And the

INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS  
DISTRICT LODGE 142

## DEATH BENEFIT

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Hawaiian Airlines, Inc. (hereinafter the "Company") and the International Association Of Machinists And Aerospace Workers, District Lodge 142, (hereinafter the "Association").

WITNESSETH:

WHEREAS, the applicable collective bargaining agreements provide that "[u]pon the death of an employee who has retired after September 10, 1977 at age 65 with at least ten (10) years of service or who has retired under the rules of '85' or '90', the Company will pay the named beneficiary, or the employee's estate, a death benefit of \$3,500.00" (hereinafter the "death benefit"); and

WHEREAS, the death benefit has been paid pursuant to an incidental death provision of the Hawaiian Airlines, Inc. Pension Plan for Employees Represented by the International Association of Machinists (hereinafter the "Pension Plan");

WHEREAS, under the requirements of the Internal Revenue Code of 1986, as amended, some Pension Plan participants may not be eligible for an incidental death benefit payable from the Pension Plan;

NOW, THEREFORE, for due consideration, the receipt, existence, and sufficiency of which is hereby recognized and acknowledged, the Company and the Association hereby agree that the Pension Plan shall be amended as set forth in Exhibit 1 attached hereto.

IN WITNESS WHEREOF, the parties here to have signed this LETTER OF AGREEMENT as of the 14<sup>th</sup> day of October, 2008.

FOR THE INTERNATIONAL  
ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS,  
DISTRICT LODGE 142

FOR HAWAIIAN AIRINLINES, INC.

/s/  
KEN BOONE  
GENERAL CHAIRMAN

/s/  
BARBARA FALVEY  
Sr. Vice President, Human Resources

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LOA #17 (previously LOA #21)

LETTER OF AGREEMENT  
Between  
HAWAIIAN AIRLINES, INC.  
and the  
MAINTENANCE CONTROLLERS  
in the service of  
HAWAIIAN AIRLINES, INC.,  
as represented by the  
INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS

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**MAINTENANCE CONTROLLERS AGREEMENT**

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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. (the "Company"), and the Aircraft Inspectors, Mechanics, Line Servicemen, Cleaners, and Contract Servicemen of Hawaiian Airlines, Inc. as represented by the International Association of Machinists and Aerospace Workers (the "IAM").

Whereas, the National Mediation Board has determined that the Maintenance Controllers are to be included in the Aircraft Inspectors, Mechanics, Line Servicemen, Cleaners, and Contract Servicemen craft and class and represented by the International Association of Machinists and Aerospace Workers for the purposes of collective bargaining under the Railway Labor Act;

Therefore,  
It is hereby agreed as follows:

1. Definitions:

Maintenance Controllers shall mean any employee performing Maintenance Controllers work immediately prior to the effective date.

2. Effective Date: The Effective Date shall be the date following the date the Company is notified by the IAM that this LOA has been ratified.

3. Seniority: It is agreed that the non-Contract employees currently performing the functions of Maintenance Controllers will be grandfathered. This classification will not carry any basic classification (Aircraft Inspectors, Mechanics, Line Servicemen, and Cleaners) seniority rights unless the employee previously held such seniority as per Article 9.

4. Union Membership: Within sixty (60) days of the effective date, these employees will be required to become members of the IAM in accordance with Article 21.

Maintenance Controller Duties and Responsibilities  
As per the Hawaiian Airlines, Inc.  
General Maintenance Manual Volume I, Page 2-20

GENERAL

The Maintenance Controller is responsible for monitoring and coordinating maintenance activities on Hawaiian Airlines (HAL) aircraft and the work of HAL maintenance staff and/or Maintenance Contract Agencies.

SPECIFIC

1. Performs daily 24-hour continuing analysis and surveillance of MEL/CDL items, deferred items and maintenance discrepancies for all aircraft in service. Determines that inoperative systems or components cannot interact in such a way as to diminish flight safety or unduly increase crew workload. Enters into the computer all MEL/CDL items.
2. Coordinates maintenance activities on aircraft delayed at line stations. Communicates with HAL flight crews and line maintenance personnel, as well as outside maintenance contractors.
  - a. Provides flight crews with technical assistance and MEL/CDL release authority by telephone, radio and/or electronic data transmission
  - b. Monitors the status of the Fly Away Kit (FAK) and coordinates with SOCC to ensure the proper FAK is on board the aircraft.
3. Notifies the manager, Maintenance Operations Control, Senior Director, Quality Assurance, and Vice President, Maintenance & Engineering of accidents/incidents, aircraft damage, and in-flight emergency situations that result in a delay, trip cancellation, or unscheduled diversion on any HAL aircraft.
4. Reports and documents all maintenance advisories as necessary and maintains required logs, turnover reports, and technical reports as necessary.
5. Reviews the log page from any aircraft that has been involved in an incident that has resulted in damage to the aircraft to ensure all corrective action has been document and corrected in accordance with the requirement of the HAL GMM and FARs.
6. Coordinates all unscheduled maintenance actions by assisting or coordinating the troubleshooting and coordinates the movement of personnel, equipment and materials to ensure the maintenance activities are completed in a timely manner and in accordance with all requirements of the HAL GMM and FAR(s).
7. Provide training on proper processes and procedures to new hire and TMD Maintenance Controllers.
8. Provide oversight to ensure proper procedures and processes are adhered to.
9. Responsible for assisting the Technical Services Supervisors in all phases of the operation.
10. Acts as a liaison between maintenance and HAL engineering during off-hour operations.

Article 6 Hours of Service provisions will not apply. The parties agreed to maintain the unique scheduling arrangements that have been developed that meet the needs of the employees and the operation. Therefore the current scheduling practices shall continue, specifically, twelve (12) hour workdays, four (4) consecutive work days followed by four (4) consecutive days off. Any changes to shift hours and days off will be posted for seven (7) days for employees to bid and then become effective.

Article 7 Overtime and Holidays: Provisions will not apply. IAM observed holidays will be treated as floating days, i.e. they will be granted one (1) floating holiday for each holiday **except for Thanksgiving Day, Christmas Day, and New Year's Day. These three Holidays shall not be a floating day and employee's shall observe these days as outlined below;**

**An employee required to work on these days will be paid time and one half (1 ½) in addition to their regular pay for the first 12 hours of work and double time (2x) for any hours worked in conjunction with the shift after the first twelve (12).**

**If the Thanksgiving, Christmas, or New Year's Day Holiday falls on an employee's scheduled day off, his next day back to work shall be observed as his Holiday. If the Holiday falls during the employee's**

**vacation bid, the employee shall receive the day as a paid day off and shall not have the equivalent hours deducted from his vacation bank hours.**

**The remaining floating Holidays shall not be available for use earlier than thirty (30) days prior to the actual Holiday and must be used within the Calendar year..**

Maintenance Controllers will be paid as follows: **SEE WAGE SCALE IN ARTICLE 19**

	<u>DOS</u>	<u>DOS+1</u>	<u>DOS+2</u>	<u>DOS+3</u>
Pay / Increase	\$63,000	3%	3%	4%

Maintenance Controllers will not receive any license, skill pay, or shift premiums while working in these classifications.

Overtime:

1. Overtime will be worked only by direction of proper Company Management.
2. Time and one half will be paid for;
  - a. First four (4) hours worked, either prior to or after an employee's regular scheduled shift,
  - b. First twelve (12) hours worked on one of his four(4) regularly scheduled days off.
3. Double time will be paid for;
  - a. All hours worked after the first twelve (12) hours worked on any of his four regularly scheduled days off,
  - b. All time worked in excess of eighteen (16) in any work day, unless the time worked was the result of a shift trade.
4. For overtime purposes, the overtime/double time rates will be based on the equivalent hourly rate as noted above.
5. ~~The Company shall have the option of compensation of equal time off within a forty five (45) day period after such overtime accrual (ie if the employee works twelve (12) hours of overtime or double time, the Company will provide him with 12 hours of paid time off within 45 days). Otherwise the Company shall pay the employee. Any overtime worked shall be paid out normally.~~

Article 4.1(a) and 5.3 will be amended to include Maintenance Controllers.

**Maintenance Controllers, to maintain familiarization with the aircraft, shall be allowed 4 days per year to shadow alongside an aircraft mechanic as an observer. When assigned to do so, they shall maintain their assigned work schedule.**

Due to the unique level of responsibility and other unique requirements of the Maintenance Controller classification, should there be a vacancy, it is agreed that the Company will give first preference, subject to qualifications, to bargaining unit employees then outside hire as governed by Article 10.

The parties acknowledge that with the introduction of these new classifications that certain matters may have been overlooked or not foreseen. Therefore, for the term of this Agreement, the parties agree to meet and resolve such matters.

The above is acknowledged and agreed to on this the 26 day of March, 2010.

For the IAMAW:

For Hawaiian Airlines, Inc.:

\_\_\_\_\_/s/\_\_\_\_\_  
Kenneth Boone  
General Chairman  
District Lodge 142, IAMAW AFL-CIO

\_\_\_\_\_/s/\_\_\_\_\_  
Charles Nardello  
Senior Vice President, Operations  
Hawaiian Airlines, Inc.

**LETTERS OF AGREEMENT**

LOA #18 (previously LOA #22)

**Letter of Agreement**

between

**Hawaiian Airlines, Inc.**

and the

**International Association of Machinists and Aerospace Workers**

representing

**Aircraft Inspectors, Mechanics, Line Servicemen, and Cleaners**

in the service of

**Hawaiian Airlines, Inc.****New Aircraft Training**

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between HAWAIIAN AIRLINES, INC. (hereinafter referred to as the "Company") and the Aircraft Inspectors, Mechanics, Line Servicemen, and Cleaner Employees of the Company as represented by the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (AFL-CIO) (hereinafter referred to as the "Union").

**IT IS AGREED THAT**

In anticipation of the addition of new aircraft into the fleet of the Company, and in accordance with the provisions of Article 5.4 of the Agreement, the parties to this letter agree to the following provisions specific to the addition of new aircraft:

All Aircraft Mechanics will be trained and qualified on new aircraft placed in service with the Company. An employee will be provided two (2) opportunities, if required, to successfully complete the training and pass the qualification requirements at Company expense. Should an employee not successfully pass the qualification requirements after the first (or subsequent) attempts, the employee shall be given "problem area" training prior to being allowed the additional opportunity. Mechanics who fail to qualify on a new type aircraft will not be allowed to work on that type of aircraft. If the employee fails the second attempt, the company and the IAM District Representative shall meet to discuss the situation.

The parties hereto have signed this LETTER OF AGREEMENT, this 26 day of March, 2010.

**For the Company:****For the Union:**

/s/  
Charles Nardello  
Senior Vice President, Operations  
Hawaiian Airlines, Inc.

/s/  
Kenneth Boone  
General Chairman  
District Lodge 142, IAMAW AFL-CIO

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**LETTERS OF AGREEMENT  
LOA #19 (previously LOA #25)**

LETTER OF AGREEMENT  
Between  
HAWAIIAN AIRLINES, INC.  
and the  
INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS  
DISTRICT LODGE 142

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**OUTER ISLAND LEAD MECHANICS POSITIONS**

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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. (the "Company"), and the International Association of Machinists and Aerospace Workers (the "IAM").

It is hereby agreed as follows:

As a result of the 2010 round of negotiations between the Company and the IAM, the Company agreed to create a second lead aircraft mechanic position at the Lihue, Kona, and Hilo Stations.

Date:

For the Company:

\_\_\_\_\_/s/\_\_\_\_\_  
Janis Bumgarner  
Sr. Director, Labor Relations  
Hawaiian Airlines, Inc.

For the Union:

\_\_\_\_\_/s/\_\_\_\_\_  
Randy Griffith  
General Chairman  
District Lodge 142, I

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**LETTERS OF AGREEMENT**  
**LOA # 20**

**LETTER OF AGREEMENT**  
**Between**  
**HAWAIIAN AIRLINES, INC.**  
**and the**  
**INTERNATIONAL ASSOCIATION OF MACHINISTS AND**  
**AEROSPACE WORKERS**  
**DISTRICT LODGE 142**

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**DOMESTIC PARTNERSHIPS**

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**Whereas Article 22.3 of the IAM Clerical Agreement and Article 23.3 of the IAM Mechanic and Related Collective Bargaining Agreement (“CBA”) contains the following language:**

*Same sex domestic partners of employees will be eligible for dependent coverage under Medical and COBRA. The employee will be responsible for all applicable taxes. Guidelines for eligibility for Domestic Partner coverage will be established by the Company.*

**Whereas the Company has asked for the removal of said language because same sex marriage is now legally recognized by the State of Hawaii, the other forty-nine states within the Union and the Federal Government;**

**Whereas the CBA never recognized opposite sex domestic partners for the purpose of benefits because the State of Hawaii does not recognize domestic partnerships for the purposes of mandatory employer benefits and the benefits afforded by Hawaiian Airlines were therefore previously afforded to only married opposite sex couples;**

**Whereas now that both opposite sex and same sex couples are able to be married and legally recognized for the purpose of benefits, providing additional benefits to same sex domestic partners could be viewed as discriminatory to opposite sex couples who must be married in order to receive spousal benefits;**

**However, there are employees who through their employment currently receive benefits for their domestic partner, regardless of the contract language contained in the CBA;**

**Therefore the Company will continue to honor those benefits already established and both the Company and the Union hereby agree to remove the language from Article 22.3 and 23.3 referenced above.**

**If this letter is not part of any other collective bargaining agreement or the Company does not apply this letter to any employee group that is not represented, the original language will be reinstated in the Collective Bargaining Agreement.**

**Date:**

**For the Company:**

\_\_\_\_\_/s/\_\_\_\_\_  
**Karen Berry**  
**Vice President, Labor Relations**  
**Hawaiian Airlines, Inc.**

**For the Union:**

\_\_\_\_\_/s/\_\_\_\_\_  
**Randy Griffith**  
**General Chairman**  
**District Lodge 142, IAM**

**LETTERS OF AGREEMENT  
LOA # 21**

**LETTER OF AGREEMENT  
Between  
HAWAIIAN AIRLINES, INC.  
and the  
INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS  
DISTRICT LODGE 142**

---

**SCOPE & A321 Aircraft**

---

The Company and the Union agree that as operations expand and flights increase to North America, the opportunity to establish more positions covered by this agreement on the mainland will arise. The parties, being committed to the following provisions contained in this agreement hereby resolve that the Company and Union will meet during the life of this contract to discuss increases in contract positions as the Air Bus 321 aircraft are brought into the Hawaiian Airlines fleet. Furthermore it is understood that if new Mechanic or Lead Mechanic positions on North America are established, the current Station Engineer classification will be eliminated. If the new Lead or Mechanic positions are established in the same mainland locations where Station Engineers currently work, those new positions will be offered to the Station Engineers.

Station Engineers who choose not to take a new position as a Lead or as a Mechanic will be afforded severance allowance as described in the current collective bargaining agreement.

If they do not have Lead or Mechanic seniority and they take a new position, they will be placed on the Mechanic seniority list as a new hire, but will be placed on the Pay Scale equal to their years accrued with the Company.

Date:

For the Company:

For the Union:

\_\_\_\_\_  
/s/  
**Karen Berry**  
Vice President, Labor Relations  
Hawaiian Airlines, Inc.

\_\_\_\_\_  
/s/  
**Randy Griffith**  
General Chairman  
District Lodge 142, IAM

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**LETTERS OF AGREEMENT  
LOA # 22**

December 9, 2010

Randy Griffith  
General Chairperson  
International Association of Machinists and Aerospace Workers  
District 142  
400 NE 32<sup>nd</sup> St.  
Kansas City, MO 64116

RE: Letter of Understanding Regarding Line Service Protection

Dear Randy:

As Clarification of Letter of Agreement #23, *Line Servicemen and Lead Line Servicemen Job Protection*, it is agreed that regarding the retention of ones name on the protected list, an employee will not be removed from the protected list if the move out of this classification is a promotion as defined in Article 4.1 and 9.3 of the collective bargaining agreement, or if the voluntary move is into a non-contract supervisory/management position that is associated with the jobs in this collective bargaining agreement.

Sincerely,

\_\_\_\_\_/s/  
Janis Bumgarner  
Sr. Director, Labor Relations  
Hawaiian Airlines, Inc.

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**LETTERS OF AGREEMENT**

LOA #23

LETTER OF AGREEMENT  
Between  
HAWAIIAN AIRLINES, INC.  
and the  
AIRCRAFT INSPECTORS, MECHANICS, LINE SERVICEMEN and CLEANERS  
in the service of  
HAWAIIAN AIRLINES, INC.,  
as represented by the  
INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS

**LINE SERVICEMEN and LEAD LINE SERVICEMEN JOB PROTECTION**

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. (the "Company"), and the Aircraft Inspectors, Mechanics, Line Servicemen, and Cleaners of Hawaiian Airlines, Inc. as represented by the International Association of Machinists and Aerospace Workers (the "IAM").

In recognition of, and contingent upon, the IAM's agreement in negotiations to certain provisions presented by the Company regarding Line Servicemen and Lead Line Servicemen duties and job descriptions, scope, and the filling of vacancies the Company and the IAM agree that the employees in the classification of Line Servicemen and Lead Line Servicemen as of the date of the agreement to the above provisions shall receive the protections outlined in this letter. A complete list of the employees eligible for these protections is attached to this letter.

The Line Servicemen and Lead Line Servicemen employees whose names appear on the list of protected employees mentioned above shall not be involuntarily removed from the Line Servicemen or Lead Line Servicemen classification, respectively, by Company action, except for cause in accordance with the Collective Bargaining Agreement between the Company and the IAM.

Nothing in this letter shall prohibit covered employees from voluntarily exercising their seniority, provided that in the event that an employee covered by this letter voluntarily leaves the Line Servicemen or Lead Line Servicemen classification that employee shall no longer be eligible for the protections of this letter and their name will be removed from the list of protected employees. However, a voluntary move between the Line Servicemen and Lead Line Servicemen classifications shall not remove the employee from the list of protected employees.

The above is acknowledged and agreed to on this the 26 day of March, 2010.

For the IAMAW:

For Hawaiian Airlines, Inc.:

\_\_\_\_\_/s/  
Kenneth Boone  
General Chairman  
District Lodge 142, IAMAW AFL-CIO

\_\_\_\_\_/s/  
Janis Bumgarner  
Senior Director Labor Relations  
Hawaiian Airlines, Inc.

**Protected Lead Line Servicemen and Line Servicemen**  
Full Time

Emp. #	Employee Name	Protected Job Title	LOC	Original Hire Date
006061	Calistro, David	Ld Line Serviceman	HNL	06/15/1990
009656	Chew, Curtis K.	Ld Line Serviceman	HNL	06/29/2000
004069	Fukumoto, Raymie A.	Ld Line Serviceman	HNL	01/29/1987
002741	Hagihara, Darin H	Ld Line Serviceman	HNL	06/07/1985
004714	Houghtailing, James C.	Ld Line Serviceman	HNL	09/05/1987
003998	Kozuki, Blaine T.	Ld Line Serviceman	HNL	12/19/1986
001092	Miyamura, Stanley	Ld Line Serviceman	HNL	09/30/1965
004006	Moriwaki, Steven A.	Ld Line Serviceman	HNL	12/22/1986
004262	Murakami, Neilsen K.	Ld Line Serviceman	HNL	04/14/1987
006565	Pleski, Bradford	Ld Line Serviceman	HNL	11/27/1991
001032	Slayter, Verne S.	Ld Line Serviceman	HNL	05/08/1975
002549	Uyeda, Craig Y.	Ld Line Serviceman	HNL	02/18/1985
003802	Yara, Colin M.	Ld Line Serviceman	HNL	09/15/1986
008438	Aamodt, Erik	Line Serviceman	HNL	03/19/2007
008402	Ah Wong Jr., Charles W.	Line Serviceman	HNL	07/28/1998
000700	Avillanoza, Alan D.	Line Serviceman	HNL	01/20/1967
001042	Awai, Ward	Line Serviceman	HNL	05/31/1965
005915	Benz, Drena K.	Line Serviceman	HNL	12/06/1989
008786	Canales, Kyle P.	Line Serviceman	HNL	05/15/1999
008801	Deguzman, Nieva A.	Line Serviceman	HNL	05/13/1999
010879	Dimond, Cristopher K.	Line Serviceman	HNL	03/13/2004
007701	Ewing, Shahmad B.	Line Serviceman	HNL	10/19/1995
005597	Flores, Renato C.	Line Serviceman	HNL	03/18/1989
011081	Fujiwara, Lon H.	Line Serviceman	HNL	10/04/2004
011659	Garcia, Nicholas M.	Line Serviceman	HNL	05/08/2006
008400	Gerona, Douglas K.	Line Serviceman	HNL	07/21/1998
005366	Gibo, Allan H.	Line Serviceman	HNL	10/21/1988
002903	Gushi, Neal M.	Line Serviceman	HNL	08/13/1985
009621	Harada, Brandon L.	Line Serviceman	HNL	06/12/2000
003123	Heidel, Eric K.	Line Serviceman	HNL	12/01/1985
011443	Helsham Jr., John	Line Serviceman	HNL	09/10/2005
004982	Higashi, Stephen M.	Line Serviceman	HNL	04/27/1988
002372	Hirano, Lane K	Line Serviceman	HNL	07/27/1984
009143	Hirao, Harold M.	Line Serviceman	HNL	08/13/1999
009854	Ishii, Derek M.	Line Serviceman	HNL	04/06/2001
012042	Kahalewai, Solomon K.	Line Serviceman	HNL	12/12/2006
010630	Kaku Jr., James P.	Line Serviceman	HNL	05/24/2003
011112	Kekoa, Kaiser	Line Serviceman	HNL	09/30/2004
011816	Kiyabu, Michael K.	Line Serviceman	HNL	08/16/2006
008060	Koga, Boysie L.	Line Serviceman	HNL	05/09/1997
007223	Koike, Jeffrey J.	Line Serviceman	HNL	06/23/1993
011499	Lanning, Earline P.	Line Serviceman	HNL	10/27/2005
008793	Lawson, Alohalani A.	Line Serviceman	HNL	05/13/1999
007630	Leong, Stephen	Line Serviceman	HNL	06/12/1995
011529	Manuel, Naomi	Line Serviceman	HNL	11/01/2005

006432	Medina, Michael F.	Line Serviceman	HNL	07/17/2009
010640	Misiluti, Falefia	Line Serviceman	HNL	05/24/2003
012007	Moniz, Gregg Y.	Line Serviceman	HNL	12/06/2006
011210	Okada, Dustin Y.	Line Serviceman	HNL	03/11/2005
008162	Oku, Patrick C.	Line Serviceman	HNL	10/13/1997
012251	Ono, Glen K.	Line Serviceman	HNL	04/07/2007
013084	Pahia, Henry	Line Serviceman	HNL	03/03/2009
008004	Pascual, Joseph M.	Line Serviceman	HNL	02/05/1997
007652	Quizon, Melvin E.	Line Serviceman	HNL	06/28/1995
007970	Remigio, Andres P.	Line Serviceman	HNL	12/11/1996
003023	Sadoyama, Gary Y.	Line Serviceman	HNL	10/28/1985
002782	Sato, Jayson K.	Line Serviceman	HNL	06/17/1985
001685	Simonson, Brian K.	Line Serviceman	HNL	06/04/1973
012266	Siu, Travis K.	Line Serviceman	HNL	04/17/2007
008153	Takiue, Lesley K.	Line Serviceman	HNL	09/22/1997
008476	Tim Sing, Kyle K.	Line Serviceman	HNL	02/09/2005
011583	Uyetake Jr., Thomas	Line Serviceman	HNL	12/24/2005
010327	Vaovasa, Joey V.	Line Serviceman	HNL	07/10/2002
011186	Vicente, Ilima E.	Line Serviceman	HNL	02/19/2005
001126	Yano, Shelton N.	Line Serviceman	HNL	11/18/1973
007736	Alipio, David K.	Ld Line Serviceman	ITO	01/18/1996
005916	Duarte, A J.	Ld Line Serviceman	ITO	12/06/1989
008853	Fujita, Michael T.	Line Serviceman	ITO	05/31/1999
005236	Guerrero, Chadwick J.	Line Serviceman	ITO	07/11/1988
007969	Mortensen, Hans K.	Line Serviceman	ITO	12/11/1996
011813	Perry, Paul B.	Line Serviceman	ITO	08/18/2006
009556	Degrate, Timothy R.	Ld Line Serviceman	KOA	05/26/2000
000706	Kim, Roland	Ld Line Serviceman	KOA	01/23/1967
010929	Marrotte Jr., Dennis P.	Ld Line Serviceman	KOA	03/31/2004
004070	Miranda, Michael	Ld Line Serviceman	KOA	12/18/1990
010552	Ault, Michael	Line Serviceman	KOA	05/08/2003
012983	Kelliipio, Tony	Line Serviceman	KOA	11/03/2008
012297	Lagaret, Joshua K.	Line Serviceman	KOA	05/25/2007
010889	Palea, Karl K.	Line Serviceman	KOA	03/13/2004
011303	Parel, Jose B.	Line Serviceman	KOA	11/18/2007
008107	Hornos, Keith L.	Ld Line Serviceman	LIH	06/20/1997
001457	Nagahisa, Albert	Ld Line Serviceman	LIH	06/19/1967
001296	Agoot, Rudy	Line Serviceman	LIH	01/15/1968
011388	Mata Jr., Gary K.	Line Serviceman	LIH	08/24/2005
012804	Medeiros, Renee	Line Serviceman	LIH	05/30/2008
010924	Reyes, Nicholas R.	Line Serviceman	LIH	03/30/2004
008662	Demello, Rosalind M.	Ld Line Serviceman	OGG	03/01/1999
005301	Kalehuawehe Jr., Allan G.	Ld Line Serviceman	OGG	08/02/1988
010720	Morrison, Hillei	Ld Line Serviceman	OGG	01/26/2004
000501	Tattsuke, John N.	Ld Line Serviceman	OGG	09/08/1964
008649	Tomas, Elmer	Ld Line Serviceman	OGG	03/01/1999
009820	Enfield, Keenan K.	Line Serviceman	OGG	03/21/2001
012154	Ham-Deponte, Alexander	Line Serviceman	OGG	02/07/2007
011569	Kahalekai, Kory	Line Serviceman	OGG	12/14/2005
011705	Nishioka-Demello, Brendon D.	Line Serviceman	OGG	05/25/2006

011704	Smith, Cyrus K.	Line Serviceman	OGG	05/25/2006
008667	Teixeira, Joseph A.	Line Serviceman	OGG	03/01/1999
001696	Vida, Royal G.	Line Serviceman	OGG	08/04/1994

## Part Time

Emp. #	Employee Name	Protected Job Title	LOC	Original Hire Date
012196	Adams, Aaron	Line Serviceman	HNL	03/19/2007
013055	Astrande, Bryson	Line Serviceman	HNL	01/06/2009
009810	Chung, Duke O.	Line Serviceman	HNL	01/26/2001
012626	Crump, David	Line Serviceman	HNL	04/29/2008
012541	Foster, Adam	Line Serviceman	HNL	03/20/2008
011242	Fruean, Vaisigago S.	Line Serviceman	HNL	04/09/2005
010484	Kahookele, Shanna	Line Serviceman	HNL	12/11/2008
013362	Kaopuiki, James	Line Serviceman	HNL	12/04/2009
012222	Leong, Ryan M.	Line Serviceman	HNL	04/01/2007
013181	Marciel, CathyJean	Line Serviceman	HNL	06/22/2009
013035	Mendoza, Michele	Line Serviceman	HNL	12/15/2008
013010	Mori Jr., Lucas	Line Serviceman	HNL	12/05/2008
012101	Morita, William J.	Line Serviceman	HNL	12/26/2006
012422	Muranaka, Jan H.	Line Serviceman	HNL	11/12/2007
012601	Nishimura, Marc	Line Serviceman	HNL	05/10/2008
011513	Osedo, Dain S.	Line Serviceman	HNL	10/28/2005
010643	Purcell, Kendall T.	Line Serviceman	HNL	05/24/2003
011741	Richards, Leighton K.	Line Serviceman	HNL	06/12/2006
011336	Rivera, Christian E.	Line Serviceman	HNL	07/27/2005
012948	Soon, Jasen M.	Line Serviceman	HNL	08/07/2008
012056	Vaielua, Fiailoa	Line Serviceman	HNL	12/14/2006
011680	Yamauchi, Wesley S.	Line Serviceman	HNL	04/26/2006
012761	Provinzano, Matthew	Line Serviceman	KOA	05/31/2008
013142	Tavares, Bronson	Line Serviceman	KOA	04/22/2009
013163	Amo, Jacques	Line Serviceman	LIH	05/19/2009
012938	Apana, Janel M.	Line Serviceman	LIH	07/14/2008
012486	Dawson, Duane	Line Serviceman	LIH	03/14/2008
012452	Estocado, Cody K.	Line Serviceman	OGG	11/16/2007
011119	Hall, David K.	Line Serviceman	OGG	02/13/2008
011625	Ka'auamo, Ka'ula	Line Serviceman	OGG	02/16/2006
011733	Kamemoto, Darryl K.	Line Serviceman	OGG	06/24/2006
011606	Palmeira Jr., Richard	Line Serviceman	OGG	02/12/2006
011661	Quitazol, Francis M.	Line Serviceman	OGG	04/18/2006

**LETTERS OF AGREEMENT**

LOA #24

LETTER OF AGREEMENT  
Between  
HAWAIIAN AIRLINES, INC.  
and the  
AIRCRAFT INSPECTORS, MECHANICS, LINE SERVICEMEN and CLEANERS  
in the service of  
HAWAIIAN AIRLINES, INC.,  
as represented by the  
INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS

**LINE SERVICEMEN and LEAD LINE SERVICEMEN JOB DUTIES and SCOPE of WORK MODIFICATIONS**

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. (the "Company"), and the Aircraft Inspectors, Mechanics, Line Servicemen, and Cleaners of Hawaiian Airlines, Inc. as represented by the International Association of Machinists and Aerospace Workers District Lodge 142 (the "IAM").

Whereas, the IAM and the Company are in Section VI negotiations, and;

Whereas, the IAM and the Company wish to enter into an agreement that will provide for savings for the Company while retaining some job functions for the Line Servicemen and Lead Line Servicemen classifications;

Therefore, the IAM and the Company agree as follows:

**Job Protection Provisions**

In accordance with the Line Servicemen and Lead Line Servicemen Job Protection Letter dated March 26, 2010;

The Line Servicemen and Lead Line Servicemen employees whose names appear on the list of protected employees attached shall not be involuntarily removed from the Line Servicemen or Lead Line Servicemen classification, respectively, by Company action, except for cause in accordance with the Collective Bargaining Agreement between the Company and the IAM.

Nothing in this letter shall prohibit the employees on the attached list from voluntarily exercising their seniority, provided that in the event that an employee covered by this letter voluntarily leaves the Line Servicemen or Lead Line Servicemen classification that employee shall no longer be eligible for the protections of this letter and their name will be removed from the list of protected employees. However, a voluntary move between the Line Servicemen and Lead Line Servicemen classifications, or between locations, shall not remove the employee from the list of protected employees.

As of Date of Signing all personnel who are in the classification of Lead Line Servicemen will retain that designation. Any voluntary movement from Lead Line Servicemen to Line Serviceman will result in the loss of protection of that Lead Line Servicemen designation however he will retain protection as a Line Serviceman.

**Duties and Job Description**

It is clearly understood by both parties that should the Company seek to have any of the work currently performed by Line Servicemen today accomplished by any group other than the Cleaners for Lav and Water and the ramp agents covered under the Clerical Agreement for other work, the exclusive rights to

any of this work will revert to the exclusive jurisdiction of Line Servicemen. (There will be no contracting out of work currently performed by Line Servicemen to outside vendors).

It is fully understood that for the life of this letter of agreement, at anytime when a line servicemen is on duty that his primary function shall remain to perform the duties of a line serviceman first.

It is understood that the Company may utilize other employees to perform primary Line Servicemen duties after overtime has been offered to the Line Servicemen in accordance with this letter

### **Overtime Offering for Line Service**

It is understood that in the case that the Company is no longer required to offer overtime to Line Servicemen to cover a function, the Company may staff those functions from the ramp agent classification, or Cleaner classification for Lav and Water. Should the Company require ramp agents to work overtime to perform line service duties that overtime shall be offered to Line Servicemen personnel first per the schedule below.

#### Effective with DOS:

The Company will no longer be required to offer overtime to Line Servicemen to cover the functions of wing-walking and chocking of the aircraft

#### Effective 1/1/2014:

The duties of lavatory and water servicing of the aircraft shall become the responsibility of the aircraft cleaners.

#### Effective 1/1/2019:

The Company will no longer be required to offer overtime to Line Servicemen to cover the functions of fueling of aircraft and ground equipment.

#### Effective 1/1/2025:

The Company will no longer be required to offer overtime to Line Servicemen to cover the functions of headset riding/observing, operating, and connecting electrical, pneumatic, and mechanical devices required for ground servicing of aircraft.

#### Effective 1/1/2030:

The Company will no longer be required to offer overtime to Line Servicemen to cover any function in any location.

### **Filling of Vacancies**

The Company will offer a Voluntary Separation Package (VSP) to both Full-time and Part-time Line Servicemen. The first round of vacancies created through the VSP will be backfilled from current IAMM employees.

Following the above filling of vacancies, the Company shall only be required to fill vacancies for the Line Servicemen and Lead Line Servicemen classifications in any location from bids received from those employees active in the Lead Line Servicemen or Line Servicemen classifications as of DOS, whose names are listed on an attachment to this document. Should there be no successful eligible bidders for a posted Line Servicemen vacancy that position will not be filled, however those vacancies will be reposted every quarter. On the Outer Islands, if overtime is required to perform line service duties in accordance with the above schedule all Line Servicemen in that location will be called first then a ramp agent will be allowed to perform those duties.

The parties acknowledge that certain matters may have been overlooked or not foreseen. Therefore for the term of this Agreement, the parties agree to meet and resolve such matters.

The above is acknowledged and agreed to on this the 26 day of March, 2010.

For the IAMAW:

For Hawaiian Airlines, Inc.:

/s/  
Kenneth Boone  
General Chairman  
District Lodge 142, IAMAW AFL-CIO

/s/  
Charles Nardello  
Senior Vice President, Operations  
Hawaiian Airlines, Inc.

**Protected Lead Line Servicemen and Line Servicemen**  
Full Time

Emp. #	Employee Name	Protected Job Title	LOC	Original Hire Date
006061	Calistro, David	Ld Line Serviceman	HNL	06/15/1990
009656	Chew, Curtis K.	Ld Line Serviceman	HNL	06/29/2000
004069	Fukumoto, Raymie A.	Ld Line Serviceman	HNL	01/29/1987
002741	Hagihara, Darin H	Ld Line Serviceman	HNL	06/07/1985
004714	Houghtailing, James C.	Ld Line Serviceman	HNL	09/05/1987
003998	Kozuki, Blaine T.	Ld Line Serviceman	HNL	12/19/1986
001092	Miyamura, Stanley	Ld Line Serviceman	HNL	09/30/1965
004006	Moriwaki, Steven A.	Ld Line Serviceman	HNL	12/22/1986
004262	Murakami, Neilsen K.	Ld Line Serviceman	HNL	04/14/1987
006565	Pleski, Bradford	Ld Line Serviceman	HNL	11/27/1991
001032	Slayter, Verne S.	Ld Line Serviceman	HNL	05/08/1975
002549	Uyeda, Craig Y.	Ld Line Serviceman	HNL	02/18/1985
003802	Yara, Colin M.	Ld Line Serviceman	HNL	09/15/1986
008438	Aamodt, Erik	Line Serviceman	HNL	03/19/2007
008402	Ah Wong Jr., Charles W.	Line Serviceman	HNL	07/28/1998
000700	Avillanoza, Alan D.	Line Serviceman	HNL	01/20/1967
001042	Awai, Ward	Line Serviceman	HNL	05/31/1965
005915	Benz, Drena K.	Line Serviceman	HNL	12/06/1989
008786	Canales, Kyle P.	Line Serviceman	HNL	05/15/1999
008801	Deguzman, Nieva A.	Line Serviceman	HNL	05/13/1999
010879	Dimond, Cristopher K.	Line Serviceman	HNL	03/13/2004
007701	Ewing, Shahmad B.	Line Serviceman	HNL	10/19/1995
005597	Flores, Renato C.	Line Serviceman	HNL	03/18/1989
011081	Fujiwara, Lon H.	Line Serviceman	HNL	10/04/2004
011659	Garcia, Nicholas M.	Line Serviceman	HNL	05/08/2006
008400	Gerona, Douglas K.	Line Serviceman	HNL	07/21/1998
005366	Gibo, Allan H.	Line Serviceman	HNL	10/21/1988
002903	Gushi, Neal M.	Line Serviceman	HNL	08/13/1985
009621	Harada, Brandon L.	Line Serviceman	HNL	06/12/2000
003123	Heidel, Eric K.	Line Serviceman	HNL	12/01/1985
011443	Helsham Jr., John	Line Serviceman	HNL	09/10/2005
004982	Higashi, Stephen M.	Line Serviceman	HNL	04/27/1988
002372	Hirano, Lane K	Line Serviceman	HNL	07/27/1984
009143	Hirao, Harold M.	Line Serviceman	HNL	08/13/1999
009854	Ishii, Derek M.	Line Serviceman	HNL	04/06/2001
012042	Kahalewai, Solomon K.	Line Serviceman	HNL	12/12/2006
010630	Kaku Jr., James P.	Line Serviceman	HNL	05/24/2003
011112	Kekoa, Kaiser	Line Serviceman	HNL	09/30/2004
011816	Kiyabu, Michael K.	Line Serviceman	HNL	08/16/2006
008060	Koga, Boysie L.	Line Serviceman	HNL	05/09/1997
007223	Koike, Jeffrey J.	Line Serviceman	HNL	06/23/1993
011499	Lanning, Earline P.	Line Serviceman	HNL	10/27/2005
008793	Lawson, Alohalani A.	Line Serviceman	HNL	05/13/1999
007630	Leong, Stephen	Line Serviceman	HNL	06/12/1995
011529	Manuel, Naomi	Line Serviceman	HNL	11/01/2005



006432	Medina, Michael F.	Line Serviceman	HNL	07/17/2009
010640	Misiluti, Falefia	Line Serviceman	HNL	05/24/2003
012007	Moniz, Gregg Y.	Line Serviceman	HNL	12/06/2006
011210	Okada, Dustin Y.	Line Serviceman	HNL	03/11/2005
008162	Oku, Patrick C.	Line Serviceman	HNL	10/13/1997
012251	Ono, Glen K.	Line Serviceman	HNL	04/07/2007
013084	Pahia, Henry	Line Serviceman	HNL	03/03/2009
008004	Pascual, Joseph M.	Line Serviceman	HNL	02/05/1997
007652	Quizon, Melvin E.	Line Serviceman	HNL	06/28/1995
007970	Remigio, Andres P.	Line Serviceman	HNL	12/11/1996
003023	Sadoyama, Gary Y.	Line Serviceman	HNL	10/28/1985
002782	Sato, Jayson K.	Line Serviceman	HNL	06/17/1985
001685	Simonson, Brian K.	Line Serviceman	HNL	06/04/1973
012266	Siu, Travis K.	Line Serviceman	HNL	04/17/2007
008153	Takiue, Lesley K.	Line Serviceman	HNL	09/22/1997
008476	Tim Sing, Kyle K.	Line Serviceman	HNL	02/09/2005
011583	Uyetake Jr., Thomas	Line Serviceman	HNL	12/24/2005
010327	Vaovasa, Joey V.	Line Serviceman	HNL	07/10/2002
011186	Vicente, Ilima E.	Line Serviceman	HNL	02/19/2005
001126	Yano, Shelton N.	Line Serviceman	HNL	11/18/1973
007736	Alipio, David K.	Ld Line Serviceman	ITO	01/18/1996
005916	Duarte, A J.	Ld Line Serviceman	ITO	12/06/1989
008853	Fujita, Michael T.	Line Serviceman	ITO	05/31/1999
005236	Guerrero, Chadwick J.	Line Serviceman	ITO	07/11/1988
007969	Mortensen, Hans K.	Line Serviceman	ITO	12/11/1996
011813	Perry, Paul B.	Line Serviceman	ITO	08/18/2006
009556	Degrate, Timothy R.	Ld Line Serviceman	KOA	05/26/2000
000706	Kim, Roland	Ld Line Serviceman	KOA	01/23/1967
010929	Marrotte Jr., Dennis P.	Ld Line Serviceman	KOA	03/31/2004
004070	Miranda, Michael	Ld Line Serviceman	KOA	12/18/1990
010552	Ault, Michael	Line Serviceman	KOA	05/08/2003
012983	Kelliipio, Tony	Line Serviceman	KOA	11/03/2008
012297	Lagaret, Joshua K.	Line Serviceman	KOA	05/25/2007
010889	Palea, Karl K.	Line Serviceman	KOA	03/13/2004
011303	Parel, Jose B.	Line Serviceman	KOA	11/18/2007
008107	Hornos, Keith L.	Ld Line Serviceman	LIH	06/20/1997
001457	Nagahisa, Albert	Ld Line Serviceman	LIH	06/19/1967
001296	Agoot, Rudy	Line Serviceman	LIH	01/15/1968
011388	Mata Jr., Gary K.	Line Serviceman	LIH	08/24/2005
012804	Medeiros, Renee	Line Serviceman	LIH	05/30/2008
010924	Reyes, Nicholas R.	Line Serviceman	LIH	03/30/2004
008662	Demello, Rosalind M.	Ld Line Serviceman	OGG	03/01/1999
005301	Kalehuawehe Jr., Allan G.	Ld Line Serviceman	OGG	08/02/1988
010720	Morrison, Hillei	Ld Line Serviceman	OGG	01/26/2004
000501	Tattsuke, John N.	Ld Line Serviceman	OGG	09/08/1964
008649	Tomas, Elmer	Ld Line Serviceman	OGG	03/01/1999
009820	Enfield, Keenan K.	Line Serviceman	OGG	03/21/2001
012154	Ham-Deponte, Alexander	Line Serviceman	OGG	02/07/2007
011569	Kahalekai, Kory	Line Serviceman	OGG	12/14/2005
011705	Nishioka-Demello, Brendon D.	Line Serviceman	OGG	05/25/2006

011704	Smith, Cyrus K.	Line Serviceman	OGG	05/25/2006
008667	Teixeira, Joseph A.	Line Serviceman	OGG	03/01/1999
001696	Vida, Royal G.	Line Serviceman	OGG	08/04/1994

## Part Time

Emp. #	Employee Name	Protected Job Title	LOC	Original Hire Date
012196	Adams, Aaron	Line Serviceman	HNL	03/19/2007
013055	Astrande, Bryson	Line Serviceman	HNL	01/06/2009
009810	Chung, Duke O.	Line Serviceman	HNL	01/26/2001
012626	Crump, David	Line Serviceman	HNL	04/29/2008
012541	Foster, Adam	Line Serviceman	HNL	03/20/2008
011242	Fruean, Vaisigago S.	Line Serviceman	HNL	04/09/2005
010484	Kahookele, Shanna	Line Serviceman	HNL	12/11/2008
013362	Kaopuiki, James	Line Serviceman	HNL	12/04/2009
012222	Leong, Ryan M.	Line Serviceman	HNL	04/01/2007
013181	Marciel, CathyJean	Line Serviceman	HNL	06/22/2009
013035	Mendoza, Michele	Line Serviceman	HNL	12/15/2008
013010	Mori Jr., Lucas	Line Serviceman	HNL	12/05/2008
012101	Morita, William J.	Line Serviceman	HNL	12/26/2006
012422	Muranaka, Jan H.	Line Serviceman	HNL	11/12/2007
012601	Nishimura, Marc	Line Serviceman	HNL	05/10/2008
011513	Osedo, Dain S.	Line Serviceman	HNL	10/28/2005
010643	Purcell, Kendall T.	Line Serviceman	HNL	05/24/2003
011741	Richards, Leighton K.	Line Serviceman	HNL	06/12/2006
011336	Rivera, Christian E.	Line Serviceman	HNL	07/27/2005
012948	Soon, Jasen M.	Line Serviceman	HNL	08/07/2008
012056	Vaielua, Fiailoa	Line Serviceman	HNL	12/14/2006
011680	Yamauchi, Wesley S.	Line Serviceman	HNL	04/26/2006
012761	Provinzano, Matthew	Line Serviceman	KOA	05/31/2008
013142	Tavares, Bronson	Line Serviceman	KOA	04/22/2009
013163	Amo, Jacques	Line Serviceman	LIH	05/19/2009
012938	Apana, Janel M.	Line Serviceman	LIH	07/14/2008
012486	Dawson, Duane	Line Serviceman	LIH	03/14/2008
012452	Estocado, Cody K.	Line Serviceman	OGG	11/16/2007
011119	Hall, David K.	Line Serviceman	OGG	02/13/2008
011625	Ka'auamo, Ka'ula	Line Serviceman	OGG	02/16/2006
011733	Kamemoto, Darryl K.	Line Serviceman	OGG	06/24/2006
011606	Palmeira Jr., Richard	Line Serviceman	OGG	02/12/2006
011661	Quitazol, Francis M.	Line Serviceman	OGG	04/18/2006

**LETTERS OF AGREEMENT  
LOA #25**

**LETTER OF AGREEMENT  
Between  
HAWAIIAN AIRLINES, INC.  
and the  
INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS  
DISTRICT LODGE 142**

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**Line Service Staffing**

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In recognition of any outstanding issues that may have developed regarding implementation of LOA 23, LOA 24 and other associated Letters of Agreement regarding Line Service scope functions, the Company and the Union have agreed to the following head count changes as a part of this new Collective Bargaining Agreement:

- On the date of ratification, the Company will identify the number of Full Time XXX and Part Time XXX Line Servicemen in the classification. Once these numbers are identified the Company agrees that they will add 8 full time positions within 30 days of ratification for a total of XXX Full Time and XXX Part Time employees. If Part Time Line Servicemen, are upgraded to Full Time than the Company agrees that they will add additional Part Time Line Servicemen up to the original complement identified at DOS.

**Example:** On date of ratification the Company and Union identify 105 Full Time and 18 Part Time Line Serviceman positions. Within 30 days of ratification the Company is required to add an additional 8 Full Time positions which increases the number to 113. If 8 of the Part Time employees take the upgrade to Full Time, than the Company will be required to backfill the 8 Part Time positions and must maintain 113 Full Time and 18 Part Time positions.

- An additional 7 Full Time positions will be added within 90 days of ratification, for a total of XXX Full Time and XXX Part Time employees. This new number must be maintained as people leave or Part Time employees are upgraded.
- On November xx, 2016, the company will add an additional 3 full time positions bringing the number of Full Time positions to xxx and xxx Part Time employees, which then must be maintained as people leave or Part Time employees are upgraded.
- On November xx, 2017, the company will add an additional 3 full time positions bringing the number of Full Time positions to xxx and xxx Part Time employees, which then must be maintained as people leave or Part Time employees are upgraded.
- On November xx, 2018, the company will add an additional 3 full time positions bringing the number of Full Time positions to xxx and xxx Part Time employees, which then must be maintained as people leave or Part Time employees are upgraded.
- On November xx, 2019, the company will add an additional 3 full time positions bringing the number of Full Time positions to xxx and xxx Part Time employees, which then must be maintained as people leave or Part Time employees are upgraded up to the day before the amendable date of the agreement.

- Beginning the day after the amendable date, there is no requirement to add any additional positions as people leave and the original LOA will be utilized in filling / posting openings.

Starting with the ratification date of this contract it is understood that Ramp Agents may be utilized to perform Line Service duties at all stations if all eligible Line Service employees have been first offered overtime and line service functions still require staffing.

Date:

For the Company:

For the Union:

\_\_\_\_\_  
/s/  
Karen Berry  
Vice President, Labor Relations  
Hawaiian Airlines, Inc.

\_\_\_\_\_  
/s/  
Randy Griffith  
General Chairman  
District Lodge 142, IAM

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#### ADDENDUM TO LINE SERVICE STAFFING LOA

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With the agreement to backfill vacancies as they occur and to add additional positions annually to accommodate growth within the timelines of this Letter of Agreement and in also keeping with the intent of Letter of Agreement #24 (March 26, 2010) in which it's stated all future filling of vacancies would be limited only to employees currently within the Line Service classification, The Union recognizes that current full time cleaners could be at a disadvantage to gain entry into the Line Service classification.

Therefore for the life of this letter, if an employee who is listed on the seniority list as a cleaner or lead cleaner, should they desire to gain entry into the line service classification as vacancies arise and the only way to do that is through a part-time vacancy, should they be the successful bidder, shall not lose their full time seniority earned and shall maintain and continue to accrue seniority in the cleaner classification while being employed as a part time line serviceman.

It is further understood that the employee must accept the first full time line service vacancy at their domicile in which they would be eligible for regardless of shift/ day off schedule in order to maintain their seniority as a cleaner. If the employee does not accept the vacancy, they shall be removed from the seniority list immediately.

For the Company:

For the Union:

\_\_\_\_\_  
/s/  
Karen Berry  
Vice President, Labor Relations  
Hawaiian Airlines, Inc.

\_\_\_\_\_  
/s/  
Randy Griffith  
General Chairman  
District Lodge 142, IAM



**LETTERS OF AGREEMENT  
LOA #26**

**LETTER OF AGREEMENT**

Between

**HAWAIIAN AIRLINES, INC.**

and the

**AIRCRAFT INSPECTORS, MECHANICS, LINE SERVICEMEN and CLEANERS**

in the service of

**HAWAIIAN AIRLINES, INC.,**

as represented by the

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS**

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**Filling of Line Serviceman Vacancies**

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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. (the “Company”), and the Aircraft Inspectors, Mechanics, Line Servicemen, and Cleaners of Hawaiian Airlines, Inc. as represented by the International Association of Machinists and Aerospace Workers (the “IAM”).

Whereas, the IAM and the Company have previously entered into agreement to allow certain work previously within the exclusive scope of the Line Serviceman and Lead Line Serviceman classifications to be performed by Company employees in other classifications according to a set schedule of transition, and

Whereas, the Company is no longer required to fill Line Serviceman or Lead Serviceman vacancies unless the bidder is currently active in those classifications, and

Whereas, the LINE SERVICEMEN and LEAD LINE SERVICEMEN JOB DUTIES and SCOPE of WORK MODIFICATIONS LETTER OF AGREEMENT states that “Should there be no successful eligible bidders for a posted Line Serviceman vacancy that position will not be filled...”, and

Whereas, as of the date of signing of the LINE SERVICEMEN and LEAD LINE SERVICEMEN JOB DUTIES and SCOPE of WORK MODIFICATIONS LETTER OF

AGREEMENT there were sixty-one (61) regular full-time, and twenty-two (22) part-time line service employees assigned to the Honolulu Line Service department, and as of January 18, 2012, the Honolulu Line Service department's staffing had reduced, through attrition, to fifty-five (55) regular full-time, and sixteen (16) part-time employees, and

Whereas, as of the date of signing of the LINE SERVICEMEN and LEAD LINE SERVICEMEN JOB DUTIES and SCOPE of WORK MODIFICATIONS LETTER OF AGREEMENT there were twelve (12) regular full-time, and six (6) part-time line service employees assigned to the Kahalui Line Service department, and as of January 18, 2012, the Kahalui Line Service department's staffing had reduced, through attrition, to eleven (11) regular full-time, and three (3) part-time employees.

THEREFORE, the IAM and Company, in keeping with the spirit of the LINE SERVICEMEN and LEAD LINE SERVICEMEN JOB DUTIES and SCOPE of WORK MODIFICATIONS LETTER OF AGREEMENT dated March 26, 2010, agree that certain matters have surfaced that were not foreseen, in particular at the Honolulu and Kahalui stations and have agreed to the following amendments:

1. The Company may hire additional line service personnel to bring the staffing back to 61 full-time, and 22 part-time employees at Honolulu. In addition the Company may, at its discretion, backfill two (2) additional positions that have been/will be vacated through attrition in the future. The Company will have one hundred and eighty (180) days in which to backfill the established vacancy. If the position has not been filled in this timeframe, the vacancy shall be closed.
2. The Company may hire additional line service personnel to bring the staffing back to 12 full-time, and 6 part-time employees at Kahalui. In addition the Company may, at its discretion, hire two (2) additional positions to accommodate growth.
3. In addition the Company may, at its sole discretion, hire an additional Line Serviceman at the Hilo, Kona, and or Lihue stations.
4. It is agreed that all line service personnel shall have their wages increased by \$0.25 per hour as a result of this agreement at every progression per the attached tables.
5. It is agreed that all vacancies shall first be offered to all current Line Service personnel on the protected lists included on the LINE SERVICEMEN and LEAD LINE SERVICEMEN JOB DUTIES and SCOPE of WORK MODIFICATIONS LETTER OF AGREEMENT and the LINE SERVICEMEN and LEAD LINE SERVICEMEN JOB PROTECTION LETTER OF AGREEMENT and then in accordance with Article 10 of the Collective Bargaining Agreement.
6. It is agreed that the Company shall afford anyone hired into the Line Servicemen classification as a result of this LETTER OF AGREEMENT the same job protection rights as outlined in the LINE SERVICEMEN and LEAD LINE SERVICEMEN JOB PROTECTION LETTER OF AGREEMENT dated March 26, 2010 given to all current Line Servicemen.

Both Parties recognize that matters may have been overlooked or not foreseen. Therefore, for the term of this Agreement, the parties agree to meet and resolve such matters.

Pay Tables:

Employees hired prior to 4/19/2010 (Attachment A):

<b><u>Group 5</u></b>		<b><u>DOS</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Lead Line Serviceman		\$23.23	\$23.92	\$24.87

<b><u>Group 6</u></b>		<b><u>DOS</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Line Serviceman	1st 18 Months (0 to 18)	\$14.00	\$14.41	\$14.98
	Next 18 Months (19 to 36)	\$14.47	\$14.90	\$15.49
	Next 18 Months (37 to 54)	\$15.02	\$15.46	\$16.07
	Next 18 Months (55 to 72)	\$17.01	\$17.51	\$18.20
	Next 12 Months (73 to 84)	\$19.05	\$19.61	\$20.38
	Next 12 Months (85 to 96)	\$20.39	\$20.99	\$21.82
	Thereafter (97+)	\$22.04	\$22.69	\$23.59

<b><u>Part Time Classifications</u></b>		<b><u>DOS</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Mechanic (Aircraft & GSE)		\$18.82	\$19.38	\$20.16
Line Serviceman		\$14.00	\$14.41	\$14.98
Cleaners		\$11.75	\$12.10	\$12.58

Such employees shall not be entitled to any longevity increases

Employees hired after 4/19/2010 (Attachment B):

<b><u>Group 5</u></b>		<b><u>DOS</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Lead Line Serviceman		\$23.23	\$23.92	\$24.87

<b><u>Group 6</u></b>		<b><u>DOS</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Line Serviceman	1st 24 Months (0 to 24)	\$14.00	\$14.41	\$14.98
	Next 24 Months (25 to 48)	\$14.47	\$14.90	\$15.49
	Next 24 Months (49 to 72)	\$15.02	\$15.46	\$16.07
	Next 8 Months (73 to 80)	\$17.01	\$17.51	\$18.20
	Next 8 Months (81 to 88)	\$19.05	\$19.61	\$20.38
	Next 8 Months (89 to 96)	\$20.39	\$20.99	\$21.82
	Thereafter (97+)	\$22.04	\$22.69	\$23.59

<b><u>Part Time Classifications</u></b>		<b><u>DOS</u></b>	<b><u>4/19/2012</u></b>	<b><u>4/19/2013</u></b>
Mechanic (Aircraft & GSE)		\$18.82	\$19.38	\$20.16



Line Serviceman	<b>\$14.00</b>	<b>\$14.41</b>	<b>\$14.98</b>
Cleaners	\$11.75	\$12.10	\$12.58

Such employees shall not be entitled to any longevity increases

The above is acknowledged and agreed to on this the \_\_\_\_\_ day of February, 2012.

For the IAMAW:

For Hawaiian Airlines, Inc.:

/s/

\_\_\_\_\_  
Randy Griffith  
General Chairman  
District Lodge 142, IAMAW AFL-CIO

/s/

\_\_\_\_\_  
Charlie Nardello  
Senior Vice President  
Operations

/s/

\_\_\_\_\_  
David Figueira  
Local Committee Chairman

/s/

\_\_\_\_\_  
James Davis  
Vice President  
Customer Service

**LETTERS OF AGREEMENT**  
**LOA #27**

**LETTER OF AGREEMENT**  
**BETWEEN**  
**HAWAIIAN AIRLINES, INC.**

And the

**AIRCRAFT INSPECTORS, MECHANICS, LINE SERVICEMEN, CLEANERS and**  
**CONTRACT SERVICEMEN**

In the service of

**HAWAIIAN AIRLINES, INC.,**

As represented by the

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND**  
**AEROSPACE WORKERS**

**LINE SERVICEMAN POSITIONS**

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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. (the "Company"), and the Aircraft Inspectors, Mechanics, Line Servicemen, and Cleaners of Hawaiian Airlines, Inc. as represented by the International Association of Machinists and Aerospace Workers (the "IAM").

Whereas, the IAM and the Company have previously entered into agreement to allow certain work previously within the exclusive scope of the Line Serviceman and Lead Line Serviceman classifications to be performed by Company employees in other classifications according to a set schedule of transition, and

Whereas, the LINE SERVICEMEN and LEAD LINE SERVICEMEN JOB DUTIES and SCOPE of WORK MODIFICATIONS LETTER OF AGREEMENT states that "Should there be no successful eligible bidders for a posted Line Serviceman vacancy that position will not be filled...", and

Whereas, the Company and the IAM had previously entered into a Letter Of Agreement (#26) which allowed the Company to fill LINE SERVICEMEN vacancies on a one time basis with employees who were not within the LINE SERVICE classification to bring the staffing levels as stated in LOA #26.

Whereas, due to recent Company expansion and attrition rates of current LINE SERVICEMEN progressing at a quicker than expected pace, the IAM and the Company have agreed to enter into a new arrangement to address staffing levels to accommodate the happening.

THEREFORE, the IAM and Company, in keeping with the spirit of the LINE SERVICEMEN and LEAD LINE SERVICEMEN JOB DUTIES and SCOPE of WORK MODIFICATIONS LETTER OF AGREEMENT dated March 26, 2010, agree that certain matters have surfaced that were not foreseen, in particular at the Honolulu station have agreed to the following amendments:

#### OAHU STAFFING LINE SERVICE

1. The Company may hire an additional five (5) full time line servicemen and two (2) part-time to bring the staffing to 73 full-time and 16 part-time at Honolulu.
  - (a) In addition the Company may, at its discretion, back-fill two (2) positions that will be vacated through attrition in the future. The Company will have one hundred and eighty (180) days in which to backfill the established vacancy. If the position has not been filled in this time frame, the vacancy shall be closed.

#### MAUI STAFFING LINE SERVICE

2. To accommodate growth at its Kahului Maui Station, the Company may hire up to two (2) additional full time line service personnel to bring the staffing up to (14) full-time and six (6) part-time employees. The Company will have one hundred and eighty (180) days in which to backfill the established vacancy. If the position has not been filled in this time frame, the vacancy shall be closed.
  - (a) In addition the Company may, at its discretion, back-fill two (2) positions that will be vacated through attrition in the future. The Company will have one hundred and eighty (180) days in which to backfill the established vacancy. If the position has not been filled in this time frame, the vacancy shall be closed.

#### HILO, KONA & LIHUE LINE SERVICE STAFFING

3. At the Hilo, Kona and Kauai stations, the Company may hire an additional line serviceman within 180 days of DOS of this LOA. If this clause is not activated within 180 days, this clause shall be invalid.
  - (a) In addition the Company may, at its discretion, back-fill two (1) position that will be vacated through attrition in the future. The Company will have one hundred and eighty (180) days in which to backfill the established vacancy. If the position has not been filled in this time frame, the vacancy shall be closed.

#### WATER & LAVATORY SERVICING

4. The duties as stated in Letter Of Agreement #24 signed on the 26<sup>th</sup> day of March 2010 which reads: Effective 1/1/2014; the duties of lavatory and water servicing of

the aircraft shall become the responsibility of the aircraft cleaners, shall be amended by this letter be Effective 10/1/2016.

#### CHANGE IN PAY PROGRESSIONS

5. It is agreed that all line service personnel shall have their wages increased by \$0.25 per hour as a result of this agreement at every progression per the attached tables.

Both Parties recognize that matters may have been overlooked or not foreseen. Therefore, for the term of this Agreement, the parties agree to meet and resolve such matters.

#### Pay Tables:

Employees hired prior to 4/19/2010 (Attachment A):

<b><u>Group 5</u></b>		<b><u>4/19/2013</u></b>	<b><u>7/01/2013</u></b>
Lead Line Serviceman		\$24.87	\$25.12

<b><u>Group 6</u></b>		<b><u>4/19/2013</u></b>	<b><u>7/01/2013</u></b>
Line Serviceman	1st 18 Months (0 to 18)	\$14.98	\$15.23
	Next 18 Months (19 to 36)	\$15.49	\$15.74
	Next 18 Months (37 to 54)	\$16.07	\$16.32
	Next 18 Months (55 to 72)	\$18.20	\$18.45
	Next 12 Months (73 to 84)	\$20.38	\$20.63
	Next 12 Months (85 to 96)	\$21.82	\$22.07
	Thereafter (97+)	\$23.59	\$23.84

Employees hired after 4/19/2010 (Attachment B):

<b><u>Group 5</u></b>		<b><u>4/19/2013</u></b>	<b><u>7/01/2013</u></b>
Lead Line Serviceman		\$24.87	\$25.12

<b><u>Group 6</u></b>		<b><u>4/19/2013</u></b>	<b><u>7/01/2013</u></b>
Line Serviceman	1st 24 Months (0 to 24)	\$14.98	\$15.23
	Next 24 Months (25 to 48)	\$15.49	\$15.74
	Next 24 Months (49 to 72)	\$16.07	\$16.32
	Next 8 Months (73 to 80)	\$18.20	\$18.45
	Next 8 Months (81 to 88)	\$20.38	\$20.63
	Next 8 Months (89 to 96)	\$21.82	\$22.07
	Thereafter (97+)	\$23.59	\$23.84

**Part Time Classifications**

	<b><u>4/19/2013</u></b>	<b><u>7/01/2013</u></b>
Line Serviceman	<b>\$14.98</b>	<b>\$15.23</b>

6. It is agreed that all vacancies shall first be offered to all current Line service personnel, then in accordance with Article 10 of the Collective Bargaining Agreement.
7. It is agreed that the Company shall afford anyone hired into the Line Service classification as a result of this LETTER OF AGREEMENT (#27) the same job protection rights as outlined in the LINE SERVICE and LEAD LINE SERVICEMEN JOB PROTECTION LETTER OF AGREEMENT dated March 26, 2010 given to all line servicemen.
8. The Company shall provide the Union 90 days of DOS an updated list of all line servicemen currently not recorded on the protected list in LETTER OF AGREEMENT #23
9. It is understood that this LETTER OF AGREEMENT Supersedes LOA #26

Both parties recognize that matters have been overlooked or not foreseen. Therefore, for the term of this Agreement the parties agree to meet and resolve such matters.

The above is acknowledged and agreed to on this the 27 day of June, 2013.

For the IAMAW:

For Hawaiian Airlines, Inc.:

/s/

/s/

\_\_\_\_\_  
Randy Griffith  
General Chairman  
District Lodge 142, IAMAW AFL-CIO

\_\_\_\_\_  
Louis Saint-Cyr  
Vice President  
Customer Service

/s/

/s/

\_\_\_\_\_  
David Figueira  
Local Committee Chairman

\_\_\_\_\_  
Charlie Nardello  
Senior Vice President  
Operations

**LETTERS OF AGREEMENT  
LOA # 28**

**LETTER OF AGREEMENT  
Between  
HAWAIIAN AIRLINES, INC.  
and the  
INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS  
DISTRICT LODGE 141 & 142**

**EXCISE TAX RESOLUTION**

**Application of Excise Tax** - If it is determined that an excise tax as defined in Section 4980I of the Internal Revenue Code of 1986, as amended ("Excise Tax"), will apply to any of the health plans offered to employees covered under this Agreement in 2018 or any later year, (and thus becomes an "Affected Plan"), the Company will meet and discuss with the Union what changes can be made to the Affected Plan(s) to the minimum extent necessary to avoid application of the Excise Tax. The Company agrees that any changes made to avoid the Excise Tax that results in a savings to the Company, such savings will be passed on to employees covered under this agreement.

(a) **Lack of Certainty** - The Company and the Union agree that the lack of regulation or governmental guidance with regard to the application or calculation of the Excise Tax make it difficult at this time for either party to agree to a method of calculating of the Excise Tax, including to a method or process to follow to mitigate or eliminate the Excise Tax, to any minimum necessary changes to the health plans which would cause the Company to avoid responsibility for the Excise Tax, and to determine how to calculate and apply the resulting savings to the Company, to employees of the IAM-Clerical and Mechanic and Related groups.

(b) **Process to Follow** - The Company and the Union agree that within 90 days of the Company determining that the Excise Tax may apply to an Affected Plan, the parties will enter into a Letter of Agreement that describes the following:

- 1) The manner in which the savings, if any, to the Company, due to those changes, will be calculated; and
- 2) The method for distributing those savings to the employees covered by this agreement.

(c) The parties may agree to an extension of the time limits described in Paragraph 15.b).

(d) If the law changes such that any of the Company medical plans referenced herein will never be subject to the excise tax consequences described above, or this letter is not part of any other Collective Bargaining Agreement or the Company does not apply this letter to any employee group that is not represented, the language in this Article will become null and void and shall be subject to removal from the Collective Bargaining Agreement.

Date:

For the Company:

\_\_\_\_\_  
/s/  
Karen Berry  
Vice President, Labor Relations  
Hawaiian Airlines, Inc.

For the Union:

\_\_\_\_\_  
/s/  
Shawn Humpherys  
Grand Lodge Representative  
IAMAW

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**LETTERS OF AGREEMENT  
LOA # 29**

**LETTER OF AGREEMENT  
Between  
HAWAIIAN AIRLINES, INC.  
and the  
INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS  
DISTRICT LODGE 142**

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**Aircraft Mechanic Apprenticeship Program**

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**PREAMBLE:**

The Aircraft Mechanics Apprenticeship Program (AMAP) is developed to attract potential personal to Hawaiian Airlines who have already started to pursue a career field in the Aircraft Maintenance field and to also create interest in this field by providing apprentices an opportunity to gain experience in the Hawaiian Airlines Maintenance Department as they progress towards FAA certification.

**1. ELIGIBILITY**

**ACCREDITED SCHOOL**

- Current employees throughout Hawaiian Airlines who are interested in pursuing a career in Aviation Maintenance. Eligible employees in this category must be currently enrolled in an accredited FAA A&P school licensing program for a minimum of six months before being an eligible candidate. Apprentices who are in the program must submit proof of enrollment when asked to do so by either the Union or the Company.
- Candidates who do not remain enrolled in an accredited school shall be released immediately.
- Students in school must maintain a 2.0 GPA while enrolled in an accredited Aeronautic Maintenance technology school and must submit transcripts as requested.

**MILITARY OR GENERAL AVIATION EXPERIENCE**

- Aviation Technicians with verifiable military or general aviation experience who are in the process of obtaining their A&P license through a certified license administrator.

**2 ENTRANCE INTO THE PROGRAM**



- All openings shall first be posted in accordance with Article 10 of this agreement. Members who belong to this agreement (Mechanics and Related unit) that meet the eligibility shall be given first preference to being placed into the AMAP program. The person with the most senior entry date into the Mechanics bargaining unit shall be considered to be the most senior eligible for the AMAP vacancy, regardless of what classification it is held.
- Members who belong to the Clerical Bargaining Unit of the IAM shall be given the next highest preference if no qualified members are found as stated in the bullet point previous.
- If further vacancies exist after both IAM agreements have been exhausted, it shall be next offered to eligible candidates from within the company before lastly being advertised externally.
- Each vacant position as they become available, should the Company decide to fill the vacancy, must be done in accordance with the steps as listed above, starting with posting in accordance with Article 10.

### 3 AMAP SCOPE

- AMAP candidates will be assigned to Dock maintenance only. (Only with prior agreement from the local committee, they may be utilized in other shop bid areas if the intent is to gain experience, but shall not be done so on a regular basis. (Live Aircraft shall never be touched by a candidate)
- Candidates will be assigned to a supervisor in the base MX who will be responsible for the performance evaluations throughout the AMAP period.
- The candidates shall be assigned work that is well within their abilities to perform, with the intent to provide a learning environment
- AMAP supervisors will be responsible to provide evaluations for all candidates assigned to them to the AMAP review Committee.
- Candidates will be required to sign for any work performed that is legally allowed per the FAR's.
- Candidates must have the ability to perform hands on tasks using tools or test equipment while under the oversight of the AMAP lead mechanic.
- A joint AMAP review committee shall be established and maintained consisting of two members of management and two members of the union. The Committee shall meet periodically to review all reports and to discuss improvements that can be made to the program as well as review the performance evaluations as provided by the supervisors.
- AMAP Candidates shall never perform inspections of any kind.

### 4. AMAP WORK RULES/UNION MEMBERSHIP

- Candidates who enter this program from either IAMAW agreements are not subject to the 180 day probationary period if they have already done so. All others who enter this program (including current members who have yet to complete their 180 day probationary period) shall be subject to all terms and conditions as outlined in Article 22.16 of this agreement.
- The following articles shall apply to anyone in the AMAP program: 1, 2, (excluding 2.5 -2.7) 3, 5, 14, 15, 16, 17, 18, (excluding 18.7) 19.3, 19.5, 19.6, 21, 22.8(a, c\*, d), 22.9, 22.11, 22.12, 22.20, 23 (same as part-time), 24, 25. (\* 22.8 c) 401K applicable only to AMAP's who are internal candidates

- **AMAP candidates shall not be scheduled to work on any of the Company Holidays nor shall they receive any compensation for them.**
- **AMAP work schedules shall be created to allow candidates to attend formal classes without Conflict with work schedules, but will not be scheduled weekends off.**
- **In as much as possible AMAP apprentices schedules shall be predominantly evening shifts.**
- **There will be no overtime work allowed.**
- **The maximum weekly hours for candidate shall be 20 hours, shall not exceed 5 days per week and shall not exceed 5 hours max in a day. Every effort shall be made to maintain a regular established schedule.**
- **Shall be paid in accordance with the entry level ACFT base scale wage rate only. (No skill pay)**
- **Candidates who are released from the program for poor performance must wait 12 months before applying again. If he is released again, he is not eligible for re-entry.**
- **Candidates holding seniority in the mechanical agreement who are released before completion of the program, shall be able to exercise seniority rights to return to the bargaining unit in which he holds seniority, provided he was not released for cause.**
- **The maximum AMAP training period for students who entered this program through an accredited school will be 18 months from the date of start. Any deviation must be mutually approved by the VP of Maintenance , IAM DL 142 PDGC or his designee, and VP of HR.**
- **AMAP candidates who were unable to obtain their A & P license by the end of the 18 month term will be released from the program. Those holding seniority rights will be allowed displacement rights. They will not be allowed to reapply for the program.**
- **Anyone currently listed on the mechanics seniority list as of DOS but not currently active within the mechanic ranks, should they enter this program will be immediately removed from the list and will be given a new mechanic seniority date upon successful completion of the program.**
- **The candidates in the AMAP program shall be counted towards the 45% part-time ratio.**
- **For mechanics with prior experience but no license and not enrolled in the school program, shall have a maximum of 6 months in the AMAP program to obtain their license, provided they have submitted the proper proof to show their work experience and is satisfactory to both the Company, Union and the FAA. If they do not achieve their license, they shall be released immediately. The time limits may be extended mutually between the VP of Maintenance, DL 142 PDGC and VP HR.**
- **A maximum of 8 AMAP candidates can be in the program at any time. The company and union can mutually agree to expand the program.**
- **Any training given shall be paid at the established base rate.**
- **An AMAP can be released from the program specifically for performance issues if he has not shown the ability to acclimate to this career field over a given period of time, provided the Company can show that the apprentice had been given an opportunity to realize his shortfalls and had been given a reasonable amount of time to show otherwise.**

**5. LEAD AMAP MECHANICS**

- A separate lead will be established for this program with the Dock maintenance bid area.
- A 5:1 ratio will be maintained for this lead to AMAP program.
- Lead will receive an additional \$1.50 per hour AMAP premium.
- Mechanics will receive the AMAP premium of \$1.50 per hour if he agrees that an AMAP apprentice will shadow him for his work assignment. The AMAP premium will be paid either for 4 hours or eight hours.
- If non AMAP lead agrees to lead an AMAP apprentice, he will also receive the additional \$1.50 hour premium for 4 or 8 hours per day.

**6. SUCCESSFUL COMPLETION OF AMAP PROGRAM**

- Upon successful completion of the AMAP program, (obtained his A&P license within the time frames) the apprentice shall be employed as a full time mechanic and placed on the seniority list and shall be placed at the applicable new hire rate of pay.

**7 MISCELLANEOUS**

- Any exceptions to the AMAP program shall require the mutual approval of the VP of Maintenance, VP of Labor Relations and IAM DL 142 PDGC or his designee.
- In the event of any full time Aircraft Mechanic being furloughed, all AMAP apprentices shall be released first.

**8 MUTUAL UNDERSTANDING**

- It is clearly understood and agreed by both parties that this program will not be used in any way to circumvent overtime that would normally be required of a regular full time employee. At no time shall any position not be filled, abolished or circumvented due to the application of this AMAP program. These AMAP employees shall only be assigned work that is recognized as mechanic work and shall not be used to perform lower classification work except for the sole purpose of performing his own work.
- Both parties recognize that some things may have been unforeseen or overlooked and agree to meet to resolve matters using the intent of this letter as a guide.

**9. SUSPENSION CLAUSE**

- It is understood that the goal of this program is to provide a supply of Licensed A&P Mechanics to Hawaiian Airlines as it has become increasingly difficult to attract and retain quality aircraft licensed mechanics with the ever increasing National shortage in this field compounded by the geographical location of our operation. It is understood as we produce licensed mechanics with this program it is with the belief that they are needed and will be offered employment. If at any time this program has supplied more mechanics than

**the demand, the Union, with 90 days written notice to the company, shall have the right to freeze the program from accepting new candidates until such time as the company can satisfactorily show the Union that the intent of producing a supply equal to demand for mechanics is sustainable. When this is satisfactorily agreed to by DL 142 PDGC, the program shall be unfrozen at that time.**

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**LETTER OF AGREEMENT  
LOA #30**

**Letter of Agreement  
between  
Hawaiian Airlines, Inc.  
and the  
International Association of Machinists and Aerospace Workers, District 142**

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**Vacancies and Bumping Rights**

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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between HAWAIIAN AIRLINES, INC. (hereinafter the "Company") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (hereinafter the "Union").

**WITNESSETH:**

The Company and Union recognize that the collective bargaining agreement, specifically Article 9 Seniority and Article 10 Vacancies does not specifically address whether an employee with bumping rights can bump into a vacancy.

The Company and the Union therefore agreed to meet and resolve matters that may have been overlooked or were unforeseen;

Therefore, the undersigned parties agree to the following changes:

**A. Article 10.2 shall be amended to read:**

All vacancies of more than sixty (60) days anticipated duration, including those caused by the temporary absence of an employee, shall be filled by a lateral bid, shift/day off bid, posted Company Bulletin or by an employee who is exercising their seniority bumping rights. (whichever is applicable).

New (d) Any employee exercising their seniority rights as a result of a bump, may:

1. Indicate their intention to bump into any posted vacancy(s) for which they are qualified for and their seniority will hold.

**Or:**

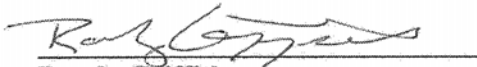
2. If a known vacancy has not yet been posted in accordance with Article 10.6 of the agreement and the Company intends to fill the vacancy(s), the employee can indicate their intention to bump into that vacancy(s) for which they are qualified for and their seniority will hold. It is fully understood that the Company must post the vacancy(s) within seven (7) days in accordance with Article 10.6 of the Agreement.

3. If a more senior employee subsequently bids for said vacancy(s) during the posted time limits, the more senior employee shall be awarded the vacancy. The employee exercising seniority bumping rights will be given a new bump notice and an additional seven (7) days to exercise his/her seniority bumping rights.
  4. If awarded the vacancy, the employee must accept the vacancy award. It is understood that an employee awarded the vacancy in accordance with this paragraph is recognized as bumping into the vacancy and as such, shall have all bumping rights afforded under the collective bargaining agreement, including Article 12.8 (b).
  5. Any employee exercising their seniority bumping rights may indicate they are interested in more than one (1) vacancy and shall indicate the order of preference. It is further understood that the employee shall remain in his/her current position until the employee has been awarded a permanent position
- B. Article 9.4 shall be amended to provide seven (7) calendar days from receipt of notice to bump into any shops, shifts, or days off in accordance with seniority and ability to perform the work.
- C. When an employee has been awarded a vacancy and has not had the opportunity to report to the new position or demonstrate the ability to perform the duties, and is subsequently bumped from that awarded position, that employee shall be given rights to bump into any shop, shifts or days off in accordance with seniority and ability to perform the work.

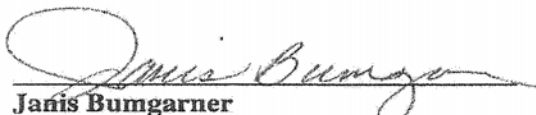
The parties acknowledge that certain matters may have been overlooked or unforeseen. Therefore, the parties agree to meet, discuss and resolve such matters.

The parties hereto have signed this Letter of Agreement this 22nd day of November, 2010.

**FOR THE INTERNATIONAL  
ASSOCIATION OF MACHINISTS  
& AEROSPACE WORKERS:**

  
**Randy Griffith**  
General Chairman  
District Lodge 142, IAMAW AFL-CIO

**FOR HAWAIIAN AIRLINES, INC.:**

  
**Janis Bumgarner**  
Sr. Director, Labor Relations  
Hawaiian Airlines, Inc.

## Trade Policy

Trading of shift(s) and or day(s) off will be permitted only between employees in the same domicile and classification, provided both parties are qualified to perform each others work effectively. Trades are permitted with the understanding that it will not result in any additional expense to the company or cause interruption to the normal process of work. Trades are not intended to allow regular exchanges to circumvent shift/day procedures.

1. Employees who trade shall become responsible to work the trade so agreed to.
2. Full time employees may trade with full time employees only  
Part-time employees may trade with part-time employees only  
Contract Servicemen employees may trade with contract servicemen only  
\* Exceptions can be made which would allow F/T-P/T trading at the sole discretion of the local management at the Hilo, Kona, Maui and Kauai stations because of the limited amount of personnel.
3. Employees on probation are not allowed to trade. Employees on a trial period are not allowed to trade but are allowed to pick up a day on a one way trade. (Exceptions may be made in extenuating circumstances where an employee requires time off {i.e. to attend a funeral} at the sole discretion of management.)
4. No “back to back” trades will be allowed ( Back to back trades are defined as a trade where an employee works two shifts in conjunction with another.
5. Double trades will not be allowed (Employee A trades with Employee B who in turn trades with Employee C.)
6. Employees who are on an approved trade and become ill and cannot report to work on said day must still contact AETNA as normal. The employee shall not receive any sick leave pay for that day.
7. An employee who calls in sick on the day of the approved trade must submit a doctor’s certificate to substantiate the illness. If the employee fails to submit a Doctors note, s/he shall be restricted from future trading for ninety (90) days from date of infraction. Any trades already approved at the time of imposed restrictions shall be honored.
8. An employee who fails to report on a day(s) and /or shift(s) trade for any reason other than personal illness or an extenuating circumstance shall be restricted from further trade privileges for ninety (90) days form occurrence and may be subject to further disciplinary action as justifiable. Any trades already approved at the time of trade restrictions will be honored.
9. No overtime shall be paid to any employee while working the approved trade.
10. An employee working a trade shall be ranked as the lowest employee on that shift for purposes of overtime opportunities and for lead upgrades. Employees who had a trade approved then cancels the trade after overtime has been announced and awarded shall be ranked as the lowest employee eligible for that day.



11. Employees who work a trade on their first regular scheduled day off shall be paid straight time for the approved hours of the trade. If the company requests the employee to work on his second or subsequent regularly scheduled day off, it shall be paid at the applicable rate.
12. For full time employees only: An employee who works on a Holiday as a trade will be paid straight time. His/her next scheduled, non trade work day shall be observed as his/her holiday. The employee who has the holiday off will not receive holiday pay for that day but will observe the holiday on the next scheduled non-trade workday.
13. For part-time employees only: the employee who trades to work on the day observed as the holiday shall receive double time for the hours worked in accordance with article 22. The employee who trades to be off on the day observed as the holiday will not receive any pay for that day and will not observe the holiday on his/her next work day.
14. An employee shall be permitted a maximum of five (5) trades per calendar month. For one way trades, the person who trades to be off shall be charged. For two way trades, both parties shall be charged.
15. All trades are subject to company approval and are not valid until approved by management.
16. Except in an emergency, employees should submit requests at least 24-hours prior to the first day involved in the trade. Trade requests can be submitted up to a maximum of forty five (45) days in advance and management shall process as soon as possible.
17. Approved trades can be cancelled provided requests are made within a reasonable time prior to the pending trade starting and must be approved by management.
18. No employee shall work more than 13 consecutive days without a regular scheduled day off as a result of trades. For this purpose, vacation days will be considered as a day off: all other absences (sick leave, occupational injury, etc) shall not be considered a day off.
19. Aircraft mechanics shall adhere to FAR 121.377 requiring the certificate holder or person performing the maintenance to have at least four (4) days off per month.
20. In circumstances where shift trades have been approved and where the employee who is scheduled to work for another employee is unable to do so (e.g., due to a leave of absence (paid or unpaid), transfer, termination, jury duty, schedule rebid, occupational injury) the approved trade will be honored.

\*\*\* Both the Union and the Company agree that the above rules are the guidelines to be followed for the trade policy. Amendments can be made provided both parties agree on the amendments

**APPENDIX A****SEVEN STEPS FOR JUST CAUSE**

Following are the steps which arbitrators will consider when determining if there was just cause for disciplinary action.

1. Adequate notice: Did the Company give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Reasonable rules: Was the Company's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the Company's business?
3. Fair investigation: Did the company, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Opportunity to respond: Was the Company's investigation conducted fairly and objectively?
5. Substantial proof: At the investigation did the judge obtain substantial evidence or proof that the employee was guilty as charged?
6. Equal treatment: Has the Company applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Appropriate penalty: Was the degree of discipline administered by the company in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his service with the company?

From Just Cause The Seven Tests, by Adolph M. Koven and Susan L. Smith, Second Edition Revised by Donald F. Farwell, published by The Bureau of National Affairs, Inc., (1992) and Arbitrator Daugherty in the Enterprise Wire Company Case, 46 LA 359.