

**HAWAIIAN AIRLINES
FLIGHT ATTENDANT AGREEMENT**

SECTION 34-3: LETTERS OF AGREEMENT

LETTER OF AGREEMENT
between
HAWAIIAN AIRLINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
HAWAIIAN AIRLINES, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO

GRIEVANCE MEDIATION

THIS LETTER OF AGREEMENT (hereinafter referred to as the "Letter") is made and entered into in accordance with provisions of Title II of the Railway Labor Act, as amended, by and between HAWAIIAN AIRLINES, INC. (hereinafter referred to as the "Company") and the FLIGHT ATTENDANTS in the service of HAWAIIAN AIRLINES, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO, (hereinafter referred to as "AFA" or the "Association").

WITNESSETH:

WHEREAS, grievances arise from time to time regarding provisions of the Flight Attendants' Agreement, and

WHEREAS, grievance mediation is understood to be a creative and efficient method of dispute resolution;

NOW THEREFORE, it is mutually agreed that a voluntary grievance mediation program, as an alternative method of dispute resolution, will be established on the following basis:

A. Establishment of a Voluntary Program

1. Within thirty (30) days from the date of this letter, the parties will jointly agree upon and contact an experienced grievance Mediator, mediation firm, or mediation organization to help them to develop and utilize an interest-based-bargaining grievance mediation program. Where possible, the services of the National Mediation Board will be requested. With the

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advice and assistance of the Mediator, the parties will establish a timetable for the selection of cases to be mediated, the selection and training of mediation participants, and for an initial grievance mediation meeting, hereinafter referred to as a "Mediation Conference." The parties will also agree upon a location for the Mediation Conference.

2. Subsequent Mediation Conferences shall be scheduled on an as needed basis by mutual agreement of the parties. It is anticipated that grievances submitted for mediation would be scheduled approximately thirty (30) days after the Grievance Review Board (GRB) or, if a GRB has not been used, then thirty (30) days after the grievance has been appealed to the System Board of Adjustment.
3. Should the services of additional Mediators be needed, selections shall also be made by mutual agreement along with all necessary arrangements for such Mediation Conferences.

B. Mediation Procedures

1. If more than one (1) day is needed, Mediation Conferences will be scheduled for up to three consecutive days in a single week.
2. The Association will compile a list of grievances that it deems suitable for grievance mediation. The list may also contain a consolidated group or groups of grievances that concern identical or similar issues. Normally, this list will be submitted to the Company thirty (30) or more days prior to a scheduled mediation session. Within ten (10) days after receipt of the Association's submission, the Company may submit alternate or additional grievances for possible submission to mediation. Not later than ten (10) days after this submission, the parties will meet and confer regarding the final selection of grievances to be mediated. Only those grievances or groups of grievances jointly agreed upon by both parties will be submitted to the Mediation Conference.
3. The representatives of the parties will, no later than five (5) days prior to the scheduled date of the Mediation Conference, present the Mediator with a brief written

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statement (not to exceed three (3) pages) of the facts, the issue, and the arguments in support of their position. The parties will also provide copies of their statements to each other.

4. In the case of a grievance filed on behalf of an individual Flight Attendant, the grievant may attend the Mediation Conference. In the event the grievant elects not to be personally present he will provide the Association with a signed request that the Association appoint an authorized representative to act on his behalf with full authority to agree to a final and binding settlement of the case. This request will also contain the grievant's acknowledgement that he will be bound by all the terms and conditions of this Letter of Agreement if his case is submitted to mediation. The Association shall use a request form for this purpose which is satisfactory to the Company. A copy of the forms presently used by the Association for this purpose is attached to this Letter as "Exhibit A."
5. In the case of consolidated grievances, group grievances, or MEC grievances, the designated Association Representative present shall represent the Association and all Flight Attendant parties to such grievances.
6. Both parties acknowledge the importance of having participants at the Mediation Conference who have complete authority to resolve the grievances. Association Representatives shall have the full authority to resolve grievances submitted to the Mediation Conference. Similarly, Company representatives will be authorized to resolve all such grievances. In addition, every effort will be made to insure that there are Association and Company Representatives present at each Mediation Conference who are knowledgeable of the subject matter pertaining to the grievances to be considered at the Conference.
7. The Company and the Association shall each appoint a principal spokesperson for each mediated case.
8. Proceedings before the Mediator will be informal in nature and the rules of evidence will not apply. The presentation of

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evidence, documentation, arguments, etc., will not be limited to that which was presented at the prior stages of the grievance procedure.

9. Other than a settlement document resulting from a successful mediation, no record in any form or medium of the Mediation Conference will be made. Any material that is presented to the Mediator will be returned to the party presenting that material at the termination of the Mediation Conference, and no copy will be retained by the Mediator or any other person or party.
10. The Mediator will have the authority to meet separately with either the Association or the Company in the Mediation Conference, but will not have the authority to compel the resolution of the grievance.
11. If no settlement is reached during the Mediation Conference, and only at the joint request of both parties, the Mediator will provide an immediate oral advisory decision. When rendering an oral advisory decision, the Mediator will state the grounds for such decision. Unless accepted by both parties, this decision will not be binding.
12. The parties will write a settlement agreement to document grievances that are settled during a Mediation Conference. The parties shall mutually agree as to whether the settlement will constitute precedent, and this understanding will be included in the written settlement document.
13. If no settlement is reached during the Mediation Conference, the grievance may be heard by the System Board of Adjustment pursuant to Section 24 of the Flight Attendant Agreement.
14. The Company, the Association, and the grievant will refrain from posting, publishing or otherwise publicly disseminating information on the outcome of mediation with regard to specific cases, unless the parties have jointly agreed on the content and method of such dissemination. In the absence of such agreement, information on mediation outcomes will be disseminated only to mediation participants, grievants, other

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directly affected parties, Association representatives and Company employees with a need for this information.

15. In the event that a grievance, which has been the subject of a Mediation Conference, is subsequently heard before the System Board of Adjustment, the Mediator may not serve as the arbitrator. During the System Board proceeding on such a grievance, no reference will be made to the fact that the grievance was the subject of a Mediation Conference or to any statements, discussions, offers, or admissions which were made during the Conference. No written statements, documents or similar material made or used at the Mediation Conference will be referred to, offered or admitted in evidence or otherwise disclosed in any System Board, court or administrative proceeding except to the extent the party offering such would have had access or entitlement to them outside of the Mediation Conference.
16. The fees and expenses for the Mediator and conference facilities will be shared equally by the Association and the Company.
17. Nothing in this letter shall preclude the parties from agreeing to other or different methods of grievance settlement, mediation, mediation/arbitration or alternative grievance resolution.

This GRIEVANCE MEDIATION LETTER OF AGREEMENT shall become effective as of May 1, 2001, and shall remain in full force and effect concurrently with the Collective Bargaining Agreement between the Company and the Association effective May 1, 2001, as it may from time to time be amended, subject to the provisions of Section 34 thereof.

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In WITNESS THEREOF, the parties hereto sign this GRIEVANCE MEDIATION Letter of Agreement in acknowledgment and acceptance of the terms and conditions outlined herein, signed this 22nd of March, 2001.

_____/s/

Robert W. Zoller
Executive Vice President
Operations and Service

_____/s/

Patricia A. Friend
International President

_____/s/

Blaine Miyasato
Vice President
Customer Services

_____/s/

Sharon Soper
President
HAL Master Executive Council

_____/s/

Bronach Cole
Senior Director
Labor Relations

_____/s/

David Alexander
Assistant Manager of
Collective Bargaining

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Exhibit A

(AFA Letterhead)

Re: (Grievance Case Number)

(Name and Address of Grievant)

Dear (Grievant's Name):

As you know, AFA and the Company have established a grievance mediation program in an effort to provide an alternative method for resolving disputes that would otherwise be handled using the grievance procedures detailed in the flight attendant contract.

The program is based upon a model developed by the Mediation Research & Education Project at Northwestern University. It has been successfully adopted by many corporations, labor unions, governmental agencies and other organizations for resolving labor grievances. Several AFA represented airlines are currently using similar programs. The method makes use of specially trained Mediators whose objective is to help both sides to a dispute identify their real interests and then to seek a mutually acceptable settlement.

Your case, (enter grievance number here), has been identified by the AFA grievance staff as one that might be very suitable for submission to the mediation program. If you agree to have your case mediated, you will need to return the attached Request for Submission to Mediation Form. If you do not return the Form, we will assume you are not interested in mediation and your case will continue to be processed in the normal manner under the grievance provisions of the flight attendant contract. If you return the form, an AFA mediation representative will contact you to provide further details about the program, and discuss scheduling your grievance for mediation.

I have enclosed a copy of the Letter of Agreement that contains the rules for the mediation program. Before deciding whether to return the enclosed form you should read this document carefully and consider several factors. First, there is no guarantee that the Company will agree to mediation of your case or that the mediation will be successful. Second, every step is voluntary and both sides must accept any settlement. Successful mediation often requires some willingness to compromise. Finally, if the mediation is unsuccessful, nothing that happens or is said in mediation may be

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used or referred to by either side at a subsequent grievance hearing, arbitration or other proceeding.

On the positive side, mediation offers a potentially positive outcome for both parties and, if unsuccessful, the regular grievance procedures are still open to you.

In contrast, regular grievance procedures are very slow when compared to mediation, often produce results which are less than satisfactory to both sides, are very expensive for AFA and, if you lose your case at arbitration, there is no further appeal. Arbitration does have the advantage of providing a structured hearing with rules applicable to both sides and always results in a final and binding resolution of the case submitted.

Please consider these factors when you make your decision. If you have further questions, please call the MEC office and we will be happy to provide answers and additional information.

Sincerely,

(MEC President or Grievance Chair signature)

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REQUEST FOR GRIEVANCE MEDIATION

TO: Hawaiian Airlines MEC

I am the grievant in (insert grievance number here). By signing and returning this form, I request that my case be submitted for mediation as part of the Hawaiian Airlines-AFA grievance mediation program. I understand that a copy of this form shall be provided to the Company if my case is selected for mediation.

I have been provided a copy of the Letter of Agreement establishing this program. I have read it and agree that if my case is submitted to mediation, I shall be bound by all the rules of the program as set forth in the Letter. In particular, I am aware that the continued success of the program depends on all parties maintaining the confidentiality of the mediation proceedings as required by the Letter of Agreement and that I and the other participants are required to refrain from any disclosure of what is said or what occurs during mediation, except to the extent that disclosure may be permitted as part of a mutually agreed settlement of my case.

I understand that I may personally participate in the mediation of my case or that I can agree to be represented by an AFA representative. I elect the following option:

_____ I want to personally participate in the mediation of my case.

_____ I do not want to personally participate and I request that the MEC appoint a representative to attend the mediation and act on my behalf. I understand that I will have an opportunity to discuss my case with my representative and provide him with any information or other input I wish before mediation. I also understand that I may withdraw my authorization to be represented at any time prior to the commencement of mediation. I agree that once mediation begins, I will be fully bound by any settlement reached by my representative, and that such settlement will constitute a final and complete resolution of my grievance.

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Signature: _____ Date: _____

Please print the following information:

Name:

Address:

Telephone Number:

Employee Number:
