

**HAWAIIAN AIRLINES
FLIGHT ATTENDANT AGREEMENT**

SECTION 24: SYSTEM BOARD OF ADJUSTMENT

- A. 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 and deciding disputes which may arise under the terms of this Agreement and any amendments or additions thereto and which are properly submitted to it, which Board shall be known as the "Hawaiian Airlines Flight Attendants System Board of Adjustment", hereinafter referred to as the "Board".
- B. The Board shall consist of three (3) members, one (1) of whom shall be selected and appointed by the Association, one (1) by the Company, and a neutral arbitrator who shall be selected in accordance with the provisions of Paragraph H. of this Section. Such appointees shall be known as "Adjustment Board Members," hereinafter referred to as "Members."
- C. The Board shall have the jurisdiction over disputes between any employee covered by this Agreement and the Company growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation or working conditions covered by existing agreements between the parties hereto.
- D.
1. The Board shall consider any dispute properly submitted to it by the President of the Association or by the Company when such dispute has not been previously settled in accordance with the terms provided for in this Agreement.
 2. The Board shall be competent to hear the dispute properly submitted to it and to decide said dispute by majority vote. Decisions of the Board shall be final and binding on the parties and shall be rendered no later than thirty (30) days after the close of the hearing.
 3. The three (3) Member Board shall call such witnesses and receive such evidence as it may deem necessary. Either party may present witnesses or documentary evidence to the Board.

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- E. 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.
- F. All disputes properly referred to the Board for consideration shall be addressed to all Members of the Board. Three (3) copies of each petition, including all papers and exhibits in connection therewith, shall be forwarded to all Members of the Board. Each case submitted shall show:
 - 1. Question or questions at issue.
 - 2. Statement of facts.
 - 3. Position of employee or employees.
 - 4. Position of Company.

When possible, joint submission should be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the Board. No matter shall be considered by the Board which has not first been handled in accordance with the appeals provision of this Agreement, including the rendering of a decision by the Company.

- G. Flight Attendants covered by this Agreement may be represented at Board hearings by such person or persons as they may choose and designate, 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. On request of individual Members of the Board, the Board may, by a majority vote, or shall, at the request of either the Association representatives or the Company representatives 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, or by either group or representatives constituting the Board. The number of 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.

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H. The Panel of Arbitrators

1. A panel of seven (7) arbitrators is hereby established. The arbitrators selected are as follows:
 - a. Frederic Horowitz
 - b. Andria Knapp
 - c. John LaRocco
 - d. Joyce Najita
 - e. Sylvia Skratak
 - f. Barry Winograd
 - g. Louis Zigman
2. Notwithstanding the provisions of Paragraph H.1. above, within fourteen (14) days after a grievance has been properly submitted to the System Board of Adjustment, the parties may mutually agree on an arbitrator other than the seven (7) named above.
3. If the parties elect to choose an arbitrator from the panel of seven (7), they will first attempt to mutually agree on which arbitrator will be used. Failing to mutually agree on an arbitrator, each party shall alternately strike one name until one name remains. A flip of a coin shall determine which party strikes first. If, for any reason, the arbitrator chosen is unable to serve the last name stricken shall serve as arbitrator.
4. Either party may remove an arbitrator from the panel provided the arbitrator has heard and rendered a decision in at least one (1) case. However, nothing shall preclude the parties from mutually agreeing on the removal of an arbitrator at any time.
5. Once an arbitrator has been removed from the panel or the arbitrator resigns, the parties shall have thirty (30) days to mutually agree on a replacement. Failing agreement, the parties shall contact the National Mediation Board (NMB) for a panel of five (5) arbitrators. The alternate strike method shall be used to select the arbitrator from the NMB panel.

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6. When an arbitrator sits as a Member of the Board, he shall have the right to modify System Board procedures for the purpose of simplicity, expedition and fairness for that hearing.

I. General

1. The expenses and reasonable compensation of the arbitrator selected as provided herein shall be borne equally by the Company and the Association.
2. The time limits specified in this Section may be extended by mutual agreement of the Company and the Association.
3. Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either to the employees or to the employer, or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended.
4. The Board shall, for a minimum period of five (5) years, maintain a complete record of all matters submitted to it for its consideration and of all their findings and decisions.
5. The Company and the Association will assume the compensation, travel expenses and other expenses of the Board Members selected by them.
6. Each of the parties hereto will assume the compensation, travel expense and other expenses of the witnesses called or summoned by it. So far as space is available, witnesses who are employees of the Company shall receive free 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.
7. The Company and Association Board members, 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 (1/2) 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, Board Members shall be furnished free transportation over

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the lines of the Company for the purpose of attending meetings of the Board, to the extent permitted by law.

8. It is understood and agreed that each and every Board Member shall be free to discharge her/his duty in an independent manner, without fear that her/his individual relations with the Company or with the employees may be affected in any manner by any action taken by her/him in good faith in her/his capacity as a Board Member.
9. The Board shall have the authority for the administration and interpretation of this Section of this Agreement. In the event the Board cannot agree on the administration or interpretation of this Section, they shall refer the matter to the first named referee or his designee.
10. Unless otherwise mutually agreed to by the Company and the Association, hearings before the three (3) Member Board shall be transcribed and the cost of such transcription shall be borne equally by the Company and the Association.

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