

**HAWAIIAN AIRLINES
FLIGHT ATTENDANT AGREEMENT**

SECTION 19: SICK LEAVE

A. The Company shall compensate a Flight Attendant for the loss of what she/he normally would have earned during her/his illness in the manner set forth below. The total period for which such compensation is paid shall not exceed the amount of sick leave which has been accumulated by the Flight Attendant and shall be subtracted from such accumulated sick leave.

B. Sick Leave Accrual

1. After six (6) months of active service with the Company, a Flight Attendant shall be credited with forty-two (42) hours of sick leave and thereafter shall be credited with five and sixty-five hundredths (5.65) hours of sick leave for each month of active service to a total of one thousand and eighty (1080) hours.

2. Part-time Flight Attendants shall accumulate sick leave credit at the rate of seven (7) hours for every sixty-eight (68) hours credited to a total of one thousand and eighty (1080) hours.

C. Sick leave credit will not accrue to a Flight Attendant while on leave of absence of fifteen (15) days or more or sick leave without pay in excess of thirty (30) days, excluding time off due to industrial accident or industrial sickness. A Flight Attendant while on furlough or leave of absence, or assigned part-time duty, shall retain her/his accumulated sick leave.

D. Sick Leave Hours

For purposes of this Section, "hours" means credited hours compensable at the current pay rate provided in this Agreement for the Flight Attendant involved.

E. Pay and Credit for Flight Attendants

1. Bid Run Flight Attendants

When a Flight Attendant is scheduled on a bid run and is granted sick leave, she/he shall be credited and paid for what she/he normally would have earned. Her/his sick leave credit will be charged accordingly.

2. Reserve Run Flight Attendants

When a reserve run Flight Attendant is printed on the daily flight schedule and is on sick leave, she/he shall be paid and

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credited for what she/he normally would have earned, or if not printed she/he shall be paid and credited 4.25 hours per workday. Her/his sick leave will be charged accordingly.

3. When a Flight Attendant calls in sick, she/he may use her/his accrued sick leave to receive pay and credit for missed trips/duty, up to her/his applicable cap (55, 100/110.)
- F. A Flight Attendant on sick leave for a calendar month, who has not bid for that month, shall be paid First Flight Attendant compensation, provided at least fifty percent (50%) of a more junior Flight Attendant's bid line was awarded in the First Flight Attendant position. In addition, such Flight Attendant may elect to have her/his sick leave credited at:
 1. two and fifty hundredths (2.5) hours per day; or
 2. two and eighty-three hundredths (2.83) hours per day; or
 3. three (3.0) hours per day; or
 4. one and twenty-five hundredths (1.25) hours per day if the Flight Attendant is on the Low Time Option; or
 5. One and eighty-three hundredths (1.83) hours per day if the Flight Attendant is on the Low Time Option; or
 6. Three and thirty-five hundredths (3.35) hours per pay for 100 hour cap (three and sixty-seven hundredths (3.67) hours per day in 110 hour months).
- G.
 1. It shall be the responsibility of a Flight Attendant to inform the Company (Crew Scheduling Office) that she/he is not available for duty because of illness. Upon contacting the Crew Scheduling Office, a Flight Attendant shall be considered relieved from duty.
 2. DOCTORS NOTES
 - a. A Doctor's note is required for all absences in excess of seven (7) calendar days and for sick occurrences on the following specified "Holidays": Super Bowl Sunday, July 4th, Labor Day and Thanksgiving. Such doctor's note must be provided by the Flight Attendant upon her/his

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return to work or within ten (10) calendar days of the first day of a sick occurrence, whichever is earlier. Unless the Flight Attendant is on the Sick Leave Monitor Program, no further note will be required. A Flight Attendant who is not on the Monitor Program and has not had a sick occurrence in the previous six (6) months shall be exempt from the Holiday requirement.

- b. All flight attendants will be reminded at the time of a sick call of the requirement to provide a doctor's note if the duration of the sick period is more than seven (7) days. The purpose in requiring a doctor's note is to confirm that the flight attendant sought medical attention.
- c. The Company will accept a note from a qualified medical practitioner (e.g., doctor, nurse-practitioner, etc.) provided the note is in an industry-recognized format. Such note must be provided upon return to work or within ten (10) calendar days of the first day of a sick occurrence, whichever is earlier, unless other arrangements have been made with the Flight Attendant's supervisor.
- d.
 - (1) Failure or refusal to submit the doctor's note within the above time limits, or as agreed upon with the supervisor, absent extenuating circumstances, may subject the flight attendant to discipline per the Progressive Disciplinary Procedures. However, nothing herein diminishes or limits the exercise of supervisors' discretion in these circumstances.
 - (2) When a flight attendant fails to provide a doctor's note within the eighth and tenth day of the illness, a letter notifying her/him of this failure will be given unless other arrangements have been made with the supervisor. The letter will state the level of discipline that this failure merits. If the level is the 1st step Counseling session, the flight attendant must schedule a meeting with his/her supervisor to discuss the matter. For all other levels, the letter shall

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advise the flight attendant of the option to meet with their supervisor. No letter of charge or formal hearing is required. However, this does not abrogate the flight attendant's ability to file a grievance contesting the situation.

- e. The Progressive Disciplinary Procedures will be amended to add "Failure to Provide Required Doctor's Note". Such procedure is detailed below:

First Offense:Counseling

Second Offense:Letter of Warning

Third Offense:Letter of Warning or 1-3 day suspension

Fourth Offense:Letter of Warning or 1-7 day suspension

Fifth Offense:Letter of Warning or 14 day suspension

Sixth Offense:Letter of Warning or 30 day suspension

Seventh Offense:Longer Suspension or Termination

- f. It is understood that progressive discipline steps and doctor's note provisions of regular sick leave and sick leave covered by the Sick Leave Monitor Program are separate, and although the two may run parallel to each other, they do not combine to accelerate progressive discipline steps.

- H. It shall be the responsibility of a Flight Attendant returning from sick leave to notify the Company (Crew Scheduling Office) that she/he is available for duty not later than 9:00 a.m. of the day prior to her/his return to duty. Late notification will be justification for charging the Flight Attendant an additional day of sick leave. Charges against a Flight Attendant's sick leave will not be made for any days after a Flight Attendant has notified the Company of her/his availability for duty.
- I. Compensable sick leave is based upon actual sickness of the Flight Attendant requesting it. Routine medical and dental appointments do not constitute "actual sickness" within the meaning of this Section. Where an abuse of sick leave privileges is indicated, the Company may require a doctor's written confirmation of illness if the Flight Attendant is forewarned of

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such requirements. The Company may also request a doctor's clearance before returning a Flight Attendant to active duty after a prolonged or serious illness or injury. The cost of confirmation of illness will be borne by the Flight Attendant and the cost of clearances to return to work, if any, will be borne by the Company.

J. Sick Leave Make-up

1. A Flight Attendant may, upon request, make up time lost because of illness if time is available.
2. Requests for making up lost time shall be made on appropriate forms directly to the In-Flight Services Office. Such requests shall be made no later than the first working day following return from sick leave. Flight Attendants shall indicate make-up availability directly to the Crew Scheduling Office and shall be assigned open time in order of their seniority.
3. Flight Attendants shall be responsible for ascertaining any assignment made by 1700 of the day preceding the assignment.
4. Any assignment of make up time, in accordance with Subparagraph 1 above, shall not cause the displacement of any other Flight Attendant from her/his assigned schedule as printed on the daily schedule.

K. Workers' Compensation and Occupational Injury Pay

1. When a Flight Attendant is injured on the job or has been afflicted with an occupational illness, the Company will pay for all time lost until she/he receives Workers Compensation. From then on, the Company will pay her/him the difference between what she/he receives from Workers' Compensation and her/his average monthly earnings for the six (6) months (exclusive of leaves) prior to the date of the injury. Such compensation will continue, not to exceed ninety (90) days. If an occupational injury continues beyond such ninety (90) day period, occupational injury pay equivalent to two-thirds (2/3) of the Flight Attendant's earnings stipulated above, less taxes and Workers' Compensation, shall be paid for up to and including nine (9) additional months.

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- a. The Company shall use the State of Hawaii's Workers' Compensation criteria when determining a Flight Attendant's "average weekly wage" for her/his worker's compensation benefit.
- b. In determining a Flight Attendant's "average monthly earnings for the six (6) months (exclusive of leaves) prior to the date of injury", the Company shall include all earnings (gross wages) excluding any per diem.
2. Such occupational injury benefits shall in no way be charged against a Flight Attendant's non-occupational sick leave provided for in this Section.
3. While on occupational illness/injury leave, the Flight Attendant shall be permitted, at her/his option, to utilize accumulated sick leave in amounts sufficient to supplement her/his Workers Compensation benefits and/or occupational illness/injury pay, if any, to increase the total monthly amount up to the average monthly earnings as determined under paragraph K.1. of this Section.
4. Workers' Compensation as used in this Section shall mean pay and benefits in amounts equal to those prescribed by the Workers' Compensation Law of the State of Hawaii, or the State of the Flight Attendant's domicile, whichever provides the greater benefit to the Flight Attendants.
5. A Flight Attendant on occupation illness/injury leave shall retain and accrue seniority and longevity for the duration of such leave.
6. Modified Light Duty
 - a. The hourly rate of pay for a Flight Attendant on temporary modified "light" duty due to worker's compensation injuries/illnesses will be calculated by taking the total Flight Attendant pay and credit plus First Flight Attendant pay for the last six (6) months prior to the date of injury and dividing by six to establish an average monthly amount. Then divide this amount by 173.33 to determine the hourly rate for temporary modified "light" duty.

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- b. For a Flight Attendant who does not live in or near a domicile, modified ground duty may be assigned at a charitable organization (e.g. United Way) or a public institution (e.g. local school board), subject to Hawaiian Airlines policy. Such Flight Attendant will be provided with a list of such organizations and, where possible, the company will consider the Flight Attendant's suggestions, (e.g.- child's school.)
 - c. If a Flight Attendant is released for Temporary Modified Duty (TMD) and is offered TMD and she/he refuses to perform such duty, all monies provided in K.1. above shall cease.
7. If at the time the claim is accepted, the Company has paid to the Flight Attendant an amount that is higher than what the Company was obligated to pay, then the Flight Attendant shall agree to return the entire overage amount to the Company within fourteen days of receipt of the compensation from the insurer by personal check.
- 8.
- a. If a Flight Attendant's Workers' Compensation claim is denied without a further right of appeal or is withdrawn, then she/he shall be required to make the Company whole for all monies received under the above provisions. The Flight Attendant shall debit her/his sick leave bank but can maintain a balance of thirty-seven and one-half (37.5) sick leave hours or less if she/he chooses. If a balance remains after sick leave hours are debited, the Flight Attendant has the option to debit their available accrued vacation, and/or pay the remaining amount through direct payment for no longer than three (3) months.
 - b. If a Flight Attendant resigns, retires or is terminated, then all monies due and payments can be deducted from any final paychecks, and the Flight Attendant will sign a promissory note for any balance due.

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9. If a Flight Attendant is released to return to full duty, she/he shall return to full duty and all benefits contained herein shall cease.
10. The Parties agree to form a joint labor-management committee whose purpose will be to facilitate the exchange of information and address issues and problems regarding procedures under which Hawaiian Airlines administers its workers' compensation program.
- L. The Company shall be responsible for maintaining a record of sick leave credits and payments, which record shall be available to a Flight Attendant upon request, and a list showing accrued sick leave balances as of December 31st each year will be posted in the Flight Attendants lounge in January of the following year.
- M. A Flight Attendant's sick leave bank shall be debited for all lost time, unless she/he elects to make up lost time during the month. A Flight Attendant may elect to debit her/his sick leave bank to bring her/his total pay and credit to her/his monthly maximum.
- N. Unless otherwise requested by the Flight attendant, at the time of a sick call, Crew Scheduling shall immediately credit her/him with the value of a grouping(s) or reserve day(s) missed due to sick leave and shall debit her/his sick leave bank accordingly.
- O. **Sick Leave Bonus**
 1. When a Flight Attendant has completed a designated calendar quarter (January-March; April-June; July-September; October-December) without missing an assigned flight due to illness, occupational illness or injury, maternity leave, leave of absence, emergency leave of absence, voluntarily dropping below 37.5 hours, part-time, partnership or reduced flying, she/he shall receive one (1) bonus vacation day per designated quarter. The vacation day may be cashed out at three (3.0) hours per day, taken during the year, or added to the Flight Attendant's accrual for the calendar year.

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2. Within forty (40) days of the end of each calendar quarter, the Company shall post a list (by memo, bid package, or newsletter) of those Flight Attendants who have received the Sick Leave vacation bonus, as provided above.
- P. When a Flight Attendant, who has been on extended illness, injury, pregnancy, or occupational illness or injury for thirty (30) calendar days or more, returns to work, she/he shall be credited with ten (10) hours per month until the number of accrued hours in her/his bank at the time her/his extended illness began is restored. Once the time is restored, her/his accrual rate shall return to the rate provided in Paragraphs B. and C. of this Section. In determining when the accelerated accrual shall begin, those Flight Attendants returning prior to the sixteenth (16th) of the month shall receive the additional hours for that month and those returning on the 16th or later will begin additional accrual in the following month.
- Q. The Company shall notify the Master Executive Council President or designee of all occupational injuries or illnesses.
- R. **Sick Leave Monitor Program (SLMP)**
1. The purpose of this program is to monitor, counsel and rehabilitate Flight Attendants who habitually exceed the defined acceptable level of sick leave usage.
 2. **Acceptable Sick Leave Usage**
Acceptable sick leave is defined as five (5) or fewer occurrences in a rolling 365-day period. If a Flight Attendant exceeds this level, she/he will be placed on the Monitor Program.
 3. Once a Flight Attendant has four (4) sick calls (occurrences) in a 365-day period, In-Flight will notify the Flight Attendant by letter that she/he is approaching the point of being placed on the program or being progressed to the next step. This notification may be sent by electronic means in the future if the parties mutually agree that the technology to accomplish this is in place.

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4. The Program

- a. Step 1. Upon having her/his sixth (6) occurrence in a rolling 365-day period, the Flight Attendant will be placed on Step 1 of the program. Upon receipt of a letter notifying her/him of placement on the Monitor Program, the Flight Attendant will be required to contact her/his supervisor and schedule a meeting within ten (10) days of being placed on Step 1 to review the Monitor Program, as well as other programs that may be available to the Flight Attendant (e.g. FMLA, HFLL, AFA or Company EAP, MLOA etc.) If the Flight Attendant fails to schedule such meeting, it will be assumed that she/he is familiar with the Monitor Program, and the other programs, and will be held accountable for future occurrences accordingly. Six (6) occurrences in the next 365 days will progress the Flight Attendant to Step 2.
- b. Upon placement to Step 2, the Flight Attendant will be counseled and given a written letter of warning advising her/him that her/his sick leave usage continues to be unacceptable. Exceeding the acceptable level of sick leave usage may result in further disciplinary action. The Flight Attendant will also be referred to the AFA and Company Employee Assistance Programs. Six (6) occurrences in the next 365 days will progress the Flight Attendant to Step 3.
- c. Upon placement to Step 3, the Flight Attendant will receive a final letter of warning advising her/him that she/he will be subject to further discipline, up to and including dismissal, if she/he continues to maintain an unacceptable level of sick occurrences. She/he will also receive a five (5) day suspension without pay. She/he will be offered a medical leave of absence. If she/he takes a medical leave of absence, upon return to work the Flight Attendant will remain on the monitor program for the balance of days remaining in the 365-day period. Six (6) occurrences in the next 365 days will progress the Flight Attendant to Step 4.

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d. Step 4 may result in possible termination.

5. Removal from Program

After being placed on the program, a Flight Attendant will be removed if she/he has five (5) or fewer occurrences in the 365 days following placement on the program or progression to the next step.

a. Example: A Flight Attendant calls in sick on February 6th-8th, March 30th- April 1st, June 8th-10th, July 12th-18th, September 3rd and October 11th-13th. Barring extenuating circumstances, the Flight Attendant will be placed on Step one of the Monitor Program on October 14th. If the Flight Attendant then calls in sick 5 or fewer times prior to the following October 13th, she/he will be removed from the Monitor Program.

b. Example: A Flight Attendant calls in sick on February 6th-8th, March 30th- April 1st, June 8th-10th, July 12th-18th, September 3rd and October 11th-13th. Barring extenuating circumstances, the Flight Attendant will be placed on Step one of the Monitor Program on October 14th. The Flight Attendant then calls in sick 6 additional times before the next October 14th, with the 6th occurrence ending on May 18th. She/he will then progress to Step 2 of the Monitor Program effective May 19th. In order to be removed from the program, the Flight Attendant must then have fewer than 6 additional sick occurrences in the following 365 days. If so, she/he will be removed from the Monitor Program on the following May 18th.

6. Definitions

a. Occurrence: When a flight attendant calls in sick, regardless of the length of time away from work. Missed work assignments with no flying activity in between will be counted as one (1) occurrence. Missed work assignments with flying activity in between will be counted as one (1) occurrence if the subsequent occurrence is due to a relapse/recurrence of the illness/

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injury that caused the first absence. Such recurrence/relapse must be verified by a doctor's note.

- b. Non-Occurrence: Non-occurrences include, but are not limited to, FMLA, HFLL, OCC and ADA events and, at Management discretion, extenuating circumstances.
- c. Acceptable Level of Sick Leave: A Flight Attendant is allowed five (5) occurrences in a rolling 365-day period.
- d. Notification: All notification to a Flight Attendant of being placed on the Monitor Program, progression within the program and/or removal from the program must be in writing.

7. Doctor's Note

- a. In addition to the doctor's note requirements of 19.G.2. above, upon return to work, a second doctor's note will be required for all sick occurrences in excess of seven (7) work days.
- b. Additionally a doctor's note will be required for sick occurrences that cover one of the following: Super Bowl Sunday; Independence Day (July 4th), Labor Day and/or Thanksgiving Day.
- c. Doctor's note must be provided upon return to work and must include, to the extent permitted by law, the following information:
 - (1) Dates of illness/injury;
 - (2) Dates of treatment/office visit;
 - (3) Confirmation that illness/injury prohibited Flight Attendant from flying;
 - (4) Date of return to full duty; and
 - (5) Doctor's signature.

8. Management Discretion

Management retains the discretion and is encouraged, due to extenuating circumstances (e.g. EAP issues), to not count occurrences that would otherwise be counted.

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S. Doctor's Note Examples

Flight Attendant A is not on SLMP. S/he is sick 8 work days and is out 14 calendar days.

Flight Attendant B is on SLMP. S/he is sick 8 work days and is out 14 calendar days.

Flight Attendant C is on SLMP. S/he is sick 7 work days and is out 14 calendar days.

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Schedule	S	S	S				S	S				S	S	S

F/A A 1 doctor's note required by the 10th calendar day

F/A B 1 doctor's note required by the 10th calendar day
2nd doctor's note (R.8.d. above) required upon
return to work

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Schedule	S	S	S				S	S					S	S

F/A C On SLMP, but sick less than 8 work days.
1 doctor's note required by the 10th calendar day.
No second doctor's note (R.8.d. above) required
upon return to work.

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