

**HAWAIIAN AIRLINES
FLIGHT ATTENDANT AGREEMENT**

SECTION 16: REDUCTION IN FORCE

- A. In the event of a reduction in personnel, the Company shall furlough Flight Attendants in the inverse order of system seniority.
- B. When it becomes necessary to furlough Flight Attendants, at least fourteen (14) calendar days notice or fourteen (14) days of pay in lieu thereof shall be given to probationary Flight Attendants, and at least thirty (30) calendar days notice or thirty (30) days of pay in lieu thereof shall be given to all other Flight Attendants.
- C. A Flight Attendant who has been furloughed due to a reduction in personnel shall file her/his address with In-Flight Services and thereafter shall promptly advise that office of any change in address.
- D. **Recall of Furloughed Flight Attendants**
 - 1. The Company shall recall furloughed Flight Attendants in order of seniority, as provided in Section 9 of this Agreement.
 - 2. Notice of recall shall be by certified or registered letter, return receipt requested, sent to the most recent recall address provided by the Flight Attendant.
 - 3. The recall letter shall state:
 - a. Name and address of the Company official to whom the Flight Attendant shall forward her/his reply.
 - b. A statement of the approximate number of days of anticipated employment
 - 4. A Flight Attendant shall have fourteen (14) days to accept and notify the Company of her/his acceptance of recall.
 - 5. A Flight Attendant shall have fourteen (14) days to report following notification to the Company of her/his acceptance.
- E.
 - 1. If a recall is anticipated to be less than ninety (90) days, the Flight Attendant shall be guaranteed a minimum of one (1) month's pay, and if a recall is anticipated to be more than ninety (90) days, the Flight Attendant shall be guaranteed a minimum of ninety (90) days pay.

**HAWAIIAN AIRLINES
FLIGHT ATTENDANT AGREEMENT**

SECTION 16: REDUCTION IN FORCE

2. Upon cancellation of a furlough notice, the Company shall guarantee each Flight Attendant thirty (30) days of employment from the date of the cancellation notice, at the rate of pay to which her/his longevity entitles her/him, and subsequent furloughs shall be in inverse order of seniority in accordance with Paragraphs A. and B. above.
- F. A furloughed probationary Flight Attendant who fails to accept a recall anticipated to be more than thirty (30) days shall be considered to have resigned from the Company's employ and shall lose all seniority rights. A furloughed non-probationary Flight Attendant who fails to accept a recall anticipated to be more than ninety (90) days shall be considered to have resigned from the Company's employ and shall lose all seniority rights.
- G. In the event no Flight Attendant desires to accept recall for periods less than noted in Paragraph F. above, the Company may recall a Flight Attendant in inverse order of seniority, in which case such Flight Attendant will be required to report for duty not later than fourteen (14) days following receipt of written notice.
- H. A Flight Attendant on furlough shall not be entitled to preference in re-employment if she/he does not comply with the requirement of Paragraph C of this Section; if she/he does not notify the Company in writing or by telegram of her/his intention to return to service within fourteen (14) days after receiving notice offering to re-employ her/him; or if she/he does not return to the service of the Company on or before the date specified in the notice offering such re-employment. The date of offered re-employment shall not be less than twenty-eight (28) days after such notice is received by the Flight Attendant as provided in Paragraph D. above. (See Paragraph G. above for exceptions to this requirement.)
- I. During that period between the date on which a recall letter has been sent and the recall vacancy or vacancies have been filled by the return of a recalled Flight Attendant, the Company may utilize a Flight Attendant more junior than the Flight Attendant recalled. Such junior Flight Attendant shall promptly be furloughed when a more senior recalled Flight Attendant reports for duty. Such junior Flight Attendant shall be guaranteed a minimum of one (1) week's pay in accordance with Section 3 but shall not be entitled to advance notice of furlough.

**HAWAIIAN AIRLINES
FLIGHT ATTENDANT AGREEMENT**

SECTION 16: REDUCTION IN FORCE

J. Flight Attendants furloughed shall retain and accrue seniority. All such furloughs shall expire at the end of five (5) years from the effective date thereof, and the Flight Attendant shall cease to have preference to re-employment and shall forfeit all seniority and longevity previously accrued.

K. **Inter-Island Part-time Positions**

A furloughed Flight Attendant whose name appears on the Flight Attendants System Seniority List as of September 1, 1977 shall, upon request, be eligible for assignment as a part-time Flight Attendant, in accordance with Paragraph S.1. of Section 7 of this Agreement.

L.

1. In accordance with Sections 13 and 17 of this Agreement, the Company will post a notice in the Flight Attendant Lounge offering Low Time Option positions and leaves of absence of thirty (30) days or more to Flight Attendants not affected by a planned reduction in force to minimize the number of Flight Attendants who would otherwise be furloughed. Flight Attendants taking leave of absence under this Paragraph will be eligible to receive reduced fares or passes to the extent permitted by interline agreements. In addition, they shall continue to accrue longevity for thirty (30) days.
2. The Company shall pay the group insurance premiums for a period not to exceed six (6) months for any Flight Attendant who volunteers to take a leave of absence / Low Time Option position to offset the number of furloughs.
3. **VOLUNTARY FURLOUGH**
 - a. The Company will offer Voluntary Furloughs to active, available Flight Attendants who would not otherwise be furloughed so that Flight Attendants who would otherwise be involuntarily furloughed may remain active.
 - b. A Voluntary furlough under this program will be for six (6) months. The Company may offer additional voluntary furloughs in increments of six (6) months to thirty-six (36) months.

**HAWAIIAN AIRLINES
FLIGHT ATTENDANT AGREEMENT**

SECTION 16: REDUCTION IN FORCE

- c. Voluntary Furlough positions under this program will be posted as soon as practicable but no less than thirty (30) days preceding the month in which the furlough is to commence. The posting will indicate the number of positions available and the projected duration(s) of the Voluntary Furloughs. The total number of positions indicated will include the number of anticipated furloughs. Flight Attendants will have no less than nine (9) days to submit requests after the posting. The Company will advise the Association of the posting of any future Voluntary Furlough positions.
- d. Voluntary Furloughs will be awarded in System seniority order. It is understood that the awards to offset furloughs will be by category in seniority order in the following order:
 - (1) Section 16L Leaves of Absence
 - (2) Section 16L Low Time Lines
 - (3) Voluntary Furlough
- e. A Flight Attendant must be on active status as of the commencement of the furlough in order to be eligible for Voluntary Furlough.
- f. Flight Attendants on Voluntary Furlough are considered to be inactive for the duration of the Voluntary Furlough. In the event more furloughs are anticipated, Flight Attendants on voluntary furlough will be offered the ability to extend their voluntary furlough prior to posting additional Voluntary Furloughs.
- g. Flight Attendants electing to take Voluntary Furloughs will receive the benefits outlined in Section 16.L of the Collective Bargaining Agreement. A Flight Attendant may elect to continue coverage at group rates at her/his expense when Company paid coverage ends.
- h. Flight Attendants on Voluntary Furlough shall accrue longevity for thirty (30) days after the effective date of the furlough and retain and accrue seniority for the duration of the Voluntary Furlough.

**HAWAIIAN AIRLINES
FLIGHT ATTENDANT AGREEMENT**

SECTION 16: REDUCTION IN FORCE

- i. A Flight Attendant who elects a Voluntary Furlough may opt to bank any accrued but unused vacation, or may have it paid out at the commencement of the leave. Any scheduled vacation during the period of Voluntary Furlough will be administered using the options offered to Flight Attendants on leave under Section 16.L of the Collective Bargaining Agreement (e.g. cancel or cash out).
- j. A Flight Attendant, who elects a Voluntary Furlough, shall not be entitled to the furlough pay outlined in Section 16, Paragraphs M, N, and O.
- k. Once a Flight Attendant commences a Voluntary Furlough, she/he will remain on Voluntary Furlough until its expiration. However, the Company reserves the right to terminate a Voluntary Furlough with a minimum of thirty (30) days notice, based on the projected staffing requirements. Voluntary Furloughs will be terminated only after all Flight Attendants on involuntary furlough status have returned to active status. Return to service will be offered in seniority order and assigned in inverse seniority. This process of recall for Voluntary Furloughs will supercede Section 16.D.1. All other provisions in Section 16.D will remain in effect. All Flight Attendants on furlough status, whether voluntary or involuntary will be called back to active service prior to the Company terminating any leaves or low time lines covered by Section 16.L of the Collective Bargaining Agreement. Leaves covered by Section 16.L will be terminated prior to terminating low time lines.
- l. A Flight Attendant on Voluntary Furlough status will only be allowed to return prior to the expiration of the furlough period, at her/his request for personal reasons due to hardship, with the approval of the Company.
- m. If, as a result of a Flight Attendant returning from Voluntary Furlough, a junior Flight Attendant no longer has the seniority to hold a position, such junior Flight Attendant will be placed on furlough in accordance with Section 16 of the Collective Bargaining Agreement.

**HAWAIIAN AIRLINES
FLIGHT ATTENDANT AGREEMENT**

SECTION 16: REDUCTION IN FORCE

- n. A Flight Attendant on Voluntary Furlough shall provide the Company with a current address and telephone contact number at all times during the Voluntary Furlough.
 - o. Upon returning from Voluntary Furlough the Flight Attendant will be covered under the provisions outlined in Section 26.F of the Collective Bargaining Agreement. In addition, Flight Attendants who desire to keep current will have the option of going to training during their period of Voluntary Furlough. The Flight Attendant who exercises this option will be compensated under the provisions of Section 26.C.2.a.(1), and will receive this compensation on their first day of active service upon returning from Voluntary Furlough.
 - p. The Company will not contest any Unemployment Compensation claim filed by a Flight Attendant who elects a Voluntary Furlough.
 - q. A Flight Attendant on Voluntary Furlough shall retain the right to bid as an active Flight Attendant for anything that would become effective after her/his return to active status (e.g. leave of absence, monthly schedules, vacation, low time options, etc.).
 - r. Nothing herein shall permit a Flight Attendant to remain on Voluntary Furlough if a more senior Flight Attendant would be placed on an involuntary furlough status.
 - s. During the course of the Voluntary Furlough period, should the Company cease operations, all Flight Attendants on Voluntary Furlough status will be treated as if they were on active status at the time the Company ceases operation.
 - t. Flight Attendants on Voluntary Furlough will be extended on-line passes for spouse, domestic partner and dependants and interline passes as permitted for a period of one (1) year.
- M. A Flight Attendant who has completed probation in accordance with Section 9 of this Agreement shall receive furlough pay for

**HAWAIIAN AIRLINES
FLIGHT ATTENDANT AGREEMENT**

SECTION 16: REDUCTION IN FORCE

her/his years of active service as follows. Active service means all full-time service for which longevity credit is granted according to the terms of this Agreement.

If Flight Attendant has completed: She/he will receive furlough pay for:

1 year but less than 2 years	15 days
2 years but less than 3 years	21 days
3 years but less than 4 years	28 days
4 years but less than 5 years	35 days
5 years but less than 6 years	42 days
6 years but less than 7 years	49 days
7 years but less than 8 years	56 days
8 years but less than 9 years	63 days
9 years but less than 10 years	70 days
10 years but less than 11 years	77 days
11 years but less than 12 years	84 days
12 years but less than 13 years	91 days
13 years or more	98 days

- N. The amount of furlough pay due per day shall be the maximum monthly hours divided by thirty (30) at the rate of pay to which her/his longevity entitles her/him, which shall be no less than those rates provided in the 1993 Agreement. "Furlough Pay" will be itemized on a Flight Attendant's paycheck when furlough pay is a part of the gross amount of the paycheck. Flight Attendants shall receive furlough pay no later than the regular pay periods.
- O. A Flight Attendant recalled by the Company and who is later again furloughed shall receive furlough pay for the period of time due pursuant to the above schedule less the aggregate amount of furlough pay paid to her/him because of prior furloughs. A Flight Attendant so recalled shall:
1. Retain all unused furlough pay credits.
 2. Accrue seven (7) days furlough pay credit for each year of service after return to duty to a maximum of ninety-eight (98) days.

**HAWAIIAN AIRLINES
FLIGHT ATTENDANT AGREEMENT**

SECTION 16: REDUCTION IN FORCE

P.

1. The Company and the Association agree that a Flight Attendant will not be eligible to receive furlough pay or notice if her/his furlough results from a strike, work stoppage, National war emergency, natural disaster or revocation of the Company's Operating Certificate.
2. Flight Attendants 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.

Q. The furlough allowances provided herein shall be in addition to any and all other benefits provided under this Agreement.

R. At no time will a Flight Attendant's involuntary acceptance of a furlough be negatively interpreted to mean that said Flight Attendant has voluntarily terminated.

S. The Company shall continue to provide for furloughed non-probationary Flight Attendants the medical coverage in effect as of the date of such furlough for a period of up to sixty (60) days. Thereafter, such coverage shall be extended at the Flight Attendant's expense for as long as she/he remains on the seniority list and makes current payments of premiums as they become payable. Payment for such coverage must be received in the Personnel Office by the 20th of the month prior to the month covered.

T. **Travel Benefits While on Furlough**

1. Furloughed non-probationary Flight Attendants and her/his eligible family members, dependents and/or domestic partners shall be extended on-line and interline free and reduced rate transportation privileges in accordance with Company policy, interline reciprocal agreements and federal regulations for a period not to exceed one (1) year.
2. Qualified furlougees will have jumpseat privileges for one (1) year from the date of furlough, subject to seniority and availability.
3. Should any other group's furlougee travel privileges be improved, such improvement shall also apply to furloughed Flight Attendants.