

**HAWAIIAN AIRLINES  
FLIGHT ATTENDANT AGREEMENT**

**SECTION 34-7: 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  
AMERICAN EAGLE AIRLINES CODE SHARING**

THIS 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 flight attendants in the service of the Company, as represented by the ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the Company has requested that the Association agree to a one-time exception to the "scope clause" provisions contained in Section I.B. and other related provisions of the Hawaiian Airlines Flight Attendants' Agreement ("the Flight Attendants' Agreement") to permit the Company and American Eagle Airlines, Inc., ("American Eagle Airlines") to enter into a Code Sharing Agreement, as that term is defined in Section 1.B.6. and related provisions of the Flight Attendants' Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. Notwithstanding anything to the contrary contained in Section I.B. of the Flight Attendants' Agreement, Hawaiian may enter into an agreement (a "Code Sharing Agreement") with American Eagle Airlines that permits American Eagle Airlines to utilize the Company's designator code, name, brand, logo, marks or paint scheme in American Eagle Airlines operations over the routes (city pairs) within the continental United States as listed on Attachment A. If the Company wishes to expand the Code Sharing Agreement with American Eagle Airlines beyond the city pairs listed above, the Company will meet with the Association to seek the Association's express written approval to do so.

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2. It is expressly understood and agreed, however, that the Company shall not permit American Eagle Airlines to utilize the Company's designator code, name brand, logo, marks or paint scheme in any American Eagle Airlines (a) within the Hawaiian Islands, (b) between the Hawaiian Islands and any other point in the United States, Canada or Mexico, (c) between the Hawaiian Islands and any point in the South Pacific, or (d) over any market (city pair) in which Hawaiian provides service.
3. It is expressly understood and agreed, however, that the Company shall not permit American Eagle Airlines to utilize the Company's designator code, name, brand, logo, marks or paint scheme for any American Eagle Airlines flights utilizing aircraft larger (i.e. with a greater than 44 passenger seating capacity) than the RJ equipment presently operated by American Eagle.
4. The Company will promptly arrange with American Eagle Airlines to provide Hawaiian Airlines employees with discount interline pass privileges on the same basis and for the same cost as provided for American Eagle Employees on Hawaiian Airlines.
5. The Company and the Association shall meet periodically, but no less than quarterly, to review the financial and operating results of all of the Company's code sharing agreements with other carriers and to ensure that the Company is in compliance with Sections 1.B. of the Flight Attendant's Agreement. The Company shall provide the Association and the Association's economic and legal advisors, under a commercially standard confidentiality agreement if necessary, its best available financial and operating information concerning the Company's code sharing practices with other carriers.
6. This Letter of Agreement shall be effective as of April 1, 2003 and shall remain in effect concurrently with the Flight Attendants' Agreement unless the Association provides the Company with written notice of its intent to terminate this Letter of Agreement (the "Termination Notice") on or before April 1st in any year, in which case this Letter of Agreement

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shall become null and void in its entirety no later than the July 1st following the Company's receipt of the Termination Notice, without regard to whether the parties are then engaged collective bargaining negotiations under Section 6 of the Railway Labor Act, 45 U.S.C. section 156.

American Eagle  
To/From LAX:

FAT  
MRY  
PSP  
SAN  
SBA  
SBP

IN WITNESS WHEREOF the parties have signed this Letter of Agreement the 3rd day of June, 2003.

FOR THE ASSOCIATION FOR THE COMPANY

\_\_\_\_\_/s/

Patricia Friend  
International President

\_\_\_\_\_/s/

Blaine Miyasato,  
Vice President  
Customer Services

\_\_\_\_\_/s/

Sharon Soper  
MEC President

\_\_\_\_\_/s/

Brian Worth  
Director of Inflight Services

\_\_\_\_\_/s/

Diana Huihui  
Negotiations Committee Chairperson

\_\_\_\_\_/s/

Jacqueline Chryn-Bean  
Negotiation Committee

\_\_\_\_\_/s/

Mark L. Littleton  
Staff Negotiator

(INTENTIONALLY BLANK)