### **SECTION 34-23: VOLUNTARY EARLY OUT PROGRAM**

**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-CWA, AFL-CIO

# Voluntary Early Out Program

**THIS LETTER OF AGREEMENT** is made and entered into in accordance with 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–CWA, AFL-CIO, hereinafter referred to as the "Association," and jointly, hereinafter referred to as the "Parties."

**WHEREAS**, the COVID-19 pandemic's significant impact on travel and the airline industry has created a need to reduce the number of Flight Attendants at the Company and furlough mitigation procedures in addition to those contained in the Flight Attendant Collective Bargaining Agreement (CBA) are desired;

**NOW THEREFORE**: The Parties agree the below Voluntary Early Out Program (VEOP) is in addition to any existing provisions of the CBA or any other program currently provided by the Company. The VEOP will be subject to the following terms and conditions below.

#### A. ELIGIBILITY

Any Flight Attendant who is at the seventh (7<sup>th</sup>) year pay step (\$49.74) is eligible to be awarded the Voluntary Early Out Program (VEOP) as of October 1, 2020.

#### B. BIDDING / AWARDING TIMELINE

Bidding begins: August 7<sup>th</sup> 0900 HST Bidding closes and awards posted: August 21<sup>st</sup> 1700 HST

Recension Period: August 21<sup>st</sup> – August 25<sup>th</sup> ends 1700 HST

Commencement of VEOP October 1st

#### C. PAY

 12-month Period: Flight Attendants awarded the VEOP will be paid thirty-eight (38) hours of pay per month for twelve (12) months during the severance payment period commencing on October 1<sup>st</sup>, 2020. The pay will be based on a Flight Attendant's applicable hourly pay rate on October 1, 2020.

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- 2. <u>Incentive Compensation</u>: Pay, including any unused vacation pay-out, will be considered "eligible compensation" for profit sharing under the CBA. Flight Attendants will not be eligible for the Performance Bonus and Incentive Compensation bonus programs under the Flight Attendant CBA. However, the application of Performance Bonus and Incentive Compensation bonus programs will be no less favorable than any other employee group in connection with any COVID-related Early Out Letter of Agreement.
- 3. <u>Unused Vacation</u>: Any unused vacation as of October 1, 2020, will be paid out in twelve (12) equal, monthly payments.
- 4. <u>Ratification Payments</u>: Flight Attendants will receive the remaining balance of the Ratification Payments on the September 22, 2020 paycheck after they are awarded an early out.

#### D. INSURANCE: MEDICAL/DENTAL + ORTHODONTIA/LIFE/OTHER ELECTIVE INSURANCE

- 1. If enrolled at the time of commencing the 12-month period of monthly payments, the Flight Attendants will continue all insurance coverage at the same level (single/dependent, etc.) and the premiums will be fully paid by the Company.
- If a Flight Attendant is eligible to convert her/his remaining sick leave bank balance (balance determined as of 10/1/2020) to pay for health insurance for up to twelve (12) additional months, per Section 33.K.1. of the CBA, such period of continued coverage using sick leave credit will commence after the expiration of the 12-month period in C.1., above.
- 3. Following the initial 12-month period of continued medical insurance in C.1., above, Flight Attendants will be eligible for 18 months of COBRA coverage after the 12-month period with payment of the applicable COBRA rates. Such COBRA coverage will run concurrent with any Section 33.K.1. continued coverage outlined in D.2. above.
- 4. Retiree Medical CBA Provisions: SECTION 33.K.4.
  - a. A Flight Attendant's eligibility based on age and years of service for continued medical coverage per Section 33.K.4. of the CBA will be determined as of October 1, 2020.
  - b. Any continued medical insurance benefit contained in this Letter of Agreement will be coordinated with any subsidized medical benefit coverage in the CBA to provide the most favorable outcome for the Flight Attendant.

#### E. RETIREE HRA

- 1. Any Flight Attendant with twenty-five (25) years of service as of October 1<sup>st</sup>, 2020, as defined in the HAWAIIAN AIRLINES FLIGHT ATTENDANTS RETIREE HEALTH REIMBURSEMENT ARRANGEMENT (HRA) Summary Plan Description "Plan Terms" Section 1.6 "Years of Service", will be eligible to participate in the HRA effective October 1, 2021 and will receive a credit of fifty thousand dollars (\$50,000) into her/his account effective on that date. This amount is in addition to the Retiree HRA amounts listed in 2., below.
- 2. Any Flight Attendant electing this VEOP will have her/his years of service, as defined in E.1., above, and for purposes of qualifying for the HRA credits below, accelerated as if the Flight Attendant had elected to retire on April 2, 2025.

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Years of Service (YOS) Requirement in HRA	Credit	Combined Credit
30 – 35 YOS	\$ 10,000	\$60,000
35+ 40 YOS	\$ 20,000	\$70,000
40+ YOS	\$ 30,000	\$80,000

#### F. PASS TRAVEL

- 1. FAs awarded the VEOP who have less than thirty (30) *company* years of service will remain on active pass travel (with privileges equal to other active employees) for three (3) years on Hawaiian Airlines, and to the extent allowed under Hawaiian's interline agreements with other airlines for 3 years.
- 2. FAs awarded the VEOP who have thirty (30) or more *company* years of service will remain on active pass travel (with privileges equal to other active employees) for four (4) years on Hawaiian Airlines, and to the extent allowed under Hawaiian's interline agreements with other airlines for 4 years.
- 3. FA will be provided HA active ID for duration of the active travel benefit period.
- 4. Retiree Passes Qualification: The 12-month severance payment period will count toward Flight Attendant's eligibility for retiree passes under CBA 33.G.3 (i.e., age eligibility and years of service, will continue to accrue during the 12-month period and eligibility for retiree passes will be determined at the end of 12-month period) for Hawaiian Air and retiree travel on other airlines to the extent allowed under the interline agreements.
- 5. Flight Attendants who participate in this program will not have jumpseat privileges.
- 6. Pass benefits will be no less favorable than any other employee group in connection with any COVID- related Early Out Letter of Agreement.

#### G. HAWAIIAN MILES

1. At the beginning of the 12-month period, a Flight Attendant's Hawaiian Airlines Mileage account will be credited with the appropriate number of miles listed below. These miles will be treated consistent with miles provided during employee years of service recognition grants.

Company Years of Service	Number of Hawaiian Miles
7	150,000
14	300,000
21	450,000
28	600,000

2. The Company will pay all applicable taxes associated with the grant of the miles.

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### H. 401(k)

- 1. Company contribution and Company matching contribution will not be applied to the monthly severance payments. However, the Company contribution and matching contribution will be applied to any vacation pay-out amount and the Ratification payments.
- 2. A Flight Attendant will be eligible to make salary deferral contributions, designated Roth contributions, voluntary after-tax contributions, etc.

### I. PARKING PASS

During the 12-month severance payment period Flight Attendants will be provided parking passes, if requested, and will be eligible for parking allowance/reimbursement consistent with the terms of the CBA. The parking lot available to Flight Attendants during the 12-month severance payment period shall be at the discretion of the Company.

### J. Voluntary Furlough

Flight Attendants on Voluntary Furlough who are awarded a VEOP will end their Voluntary Furlough and begin the 12-month severance payment period on October 1, 2020.

#### K. GENERAL

- 1. The Company will not contest unemployment claims by Flight Attendants who take the VEOP.
- 2. If there is a subsequent(s) Flight Attendant Early Out Program(s) within 6 months, Flight Attendants electing this program will receive no less favorable provisions.
- 3. Flight Attendants awarded the VEOP will be given a Pualani Pin consistent with their occupational years of service.
- 4. A Flight Attendant's Association dues obligation will continue throughout the 12-month severance payment period.

IN WITNESS WHEREOF, the parties hereto have adopted and executed this Letter of Agreement this 5<sup>th</sup> day of August, 2020.

For the ASSOCIATION OF FLIGHT ATTENDANTS	For HAWAIIAN AIRLINES
<u>/S/</u>	<u>/S/</u>
Sara Nelson	Robin Sparling
International President	Vice President, In-Flight Services
/S/	<u>/S/</u>
Joni Kashiwai	Justin Doane
MEC President	Vice President, Labor
<u>/S/</u>	<u>/S/</u>
Diana Huihui	Doogan Mahuna
Chairperson, Negotiating Committee	Sr. Contract Administrator

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/S/		
Sharon Soper		
Member, Negotiating Committee		
<u>/S/</u>		
Ka'imi Lee		
Member, Negotiating Committee		
<u>/S/</u>		
Martin Gusman		
Member, Negotiating Committee		
<u>/S/</u>		
Jeff Fuke		
Member, Negotiating Committee		
<u>/S/</u>		
Paula Mastrangelo		
Sr. Staff Negotiator		

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