

1 **MERGER TRANSITION PROTOCOL LETTER OF AGREEMENT**

2 **BETWEEN**

3 **THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO,**

4 **ALASKA AIRLINES, INC., ALASKA AIR GROUP, INC.**

5 **HAWAIIAN AIRLINES, INC., AND HAWAIIAN HOLDINGS, INC.**

6 This Merger Transition Protocol Agreement (“MTP”) is made and entered into in accordance with the
7 provisions of the Railway Labor Act, as amended, by and between Alaska Airlines, Inc. (“Alaska Airlines”)
8 and its parent company Alaska Air Group (“AAG”), Hawaiian Airlines, Inc. (“Hawaiian Airlines”) and its
9 parent company Hawaiian Holdings, Inc. (“Hawaiian Holdings”), and the Association of Flight
10 Attendants-CWA, AFL-CIO (“AFA”) (collectively, “the Parties”).

11 WHEREAS, AAG, parent of Alaska Airlines, Marlin Acquisition Corp. (a wholly owned subsidiary of AAG)
12 and Hawaiian Holdings, the corporate parent of Hawaiian Airlines, have entered into an Agreement and
13 Plan of Merger, dated as of December 2, 2023 (“Corporate Merger Agreement”), conditioned on receipt
14 of regulatory clearance and other customary closing conditions, to merge Alaska Airlines and Hawaiian
15 Airlines with the goal of merging operations and becoming one sole air carrier;

16 WHEREAS, AFA is the legal representative of Flight Attendants at Alaska Airlines and Hawaiian Airlines;
17 and

18 WHEREAS, the Parties wish to provide orderly procedures for the combination of the Flight Attendant
19 groups at Hawaiian Airlines and Alaska Airlines.

20 NOW THEREFORE: The following provisions have been agreed to and shall be effective with the signing
21 of this Merger Transition Protocol Agreement (MTP).

22 **Definitions Used in this MTP:**

23 **Air carrier.** An “air carrier” as defined in the Federal Aviation Act, as amended, 49 U.S.C. § 40102(a)(2).

24 **Airline.** Either Alaska or Hawaiian, jointly, the “Airlines.”

25 **Airline Party.** Either Alaska or Hawaiian; jointly, the “Airline Parties.”

26 **Alaska.** Alaska Airlines, Inc.

27 **Alaska CBA.** The collective bargaining agreement between AFA and Alaska.

28 **Alaska MEC.** The AFA Master Executive Council for the Alaska Flight Attendants.

29 **Alaska Flight Attendant.** A Flight Attendant on the Alaska Flight Attendants’ Seniority List, within a craft
30 or class represented by the Association—whether hired before, on, or after the MTP Effective
31 Date.

32 **AFA; Association.** Association of Flight Attendants-CWA, AFL-CIO.

- 33 **Complete Operational Merger.** The operation of Alaska and Hawaiian, or their corporate survivor, upon
34 completion of all the following:
- 35 1) Federal Aviation Administration (“FAA”) issuance of a single operating certificate;
 - 36 2) National Mediation Board (“NMB”) determination that Alaska and Hawaiian are a single
37 transportation system for Flight Attendant representation purposes under the Railway
38 Labor Act (“RLA”);
 - 39 3) Execution of a JCBA, as negotiated and defined in the JCBA; and
 - 40 4) The Flight Attendant seniority lists are merged and certified in accordance with the AFA’s
41 Seniority Merger Policy and AFA has provided the ISL to the surviving Airline Party for
42 implementation, subject to the provisions in Section B of this MTP.
- 43 **Corporate Merger Agreement.** The Agreement and Plan of Merger, dated as of December 2, 2023,
44 between and among AAG, Marlin Acquisition Corp., and Hawaiian Holdings.
- 45 **Corporate Merger Closing.** The Closing as defined in Article 1.2 of the Corporate Merger Agreement.
- 46 **Corporate Merger Closing Date.** The date of the Corporate Merger Closing.
- 47 **FAA.** Federal Aviation Administration.
- 48 **Hawaiian.** Hawaiian Airlines, Inc.
- 49 **Hawaiian CBA.** The collective bargaining agreement between AFA and Hawaiian.
- 50 **Hawaiian Holdings.** Hawaiian Holdings, Inc.
- 51 **Hawaiian MEC.** The AFA Master Executive Council for the Hawaiian Flight Attendants.
- 52 **Hawaiian Flight Attendant.** A Flight Attendant on the Hawaiian Flight Attendants’ Seniority List, within a
53 craft or class represented by the Association whether hired before, on, or after the MTP
54 Effective Date.
- 55 **Integrated Flight Attendant Seniority List; ISL.** The single Flight Attendant Seniority List of Alaska Flight
56 Attendants and Hawaiian Flight Attendants resulting from the Seniority List Integration.
- 57 **Joint Collective Bargaining Agreement; JCBA.** The single comprehensive collective bargaining
58 agreement for the Alaska Flight Attendants and Hawaiian Flight Attendants between the Airline
59 Parties and AFA.
- 60 **MTP.** The Merger Transition Protocol Agreement.
- 61 **MTP Effective Date.** The date on which the MTP has received its final signature for execution.
- 62 **NMB.** National Mediation Board.
- 63 **Operational Merger Date.** The date of the Complete Operational Merger.
- 64 **Flight Attendant.** A Flight Attendant employed by Alaska or Hawaiian, or their air carrier successor or
65 survivor, in a craft or class represented by AFA as determined by the NMB—whether hired

66 before, on, or after the MTP Effective Date; jointly, the “Flight Attendants.”

67 **RLA.** The Railway Labor Act, as amended, 45 U.S.C. §§ 151 *et seq.*

68 **Single Operating Certificate.** An air carrier certificate issued by the FAA, under which Alaska and
69 Hawaiian, or their air-carrier successor or survivor, will operate as a single certificated air carrier.

70 **Single Transportation System.** The operation of Alaska and Hawaiian, or their air carrier successor or
71 survivor, as a single transportation system for Flight Attendant representation purposes as
72 determined by the NMB under Section 2 (Ninth) of the RLA.

73

74 **A. Separation of Flight Attendant Groups, Job Protection, and Transitional Operations**

75

76 1. The Flight Attendants of the Airline Parties will remain separate and covered by their respective
77 Collective Bargaining Agreements (CBAs) or the JCBA (“the Period of Separate Operations”) until
78 the Complete Operational Merger.

79

80 2. A list of all aircraft, by tail number, that existed in the service of, stored by, or on order or option
81 by, Hawaiian Airlines as of June 1, 2024, is appended as Attachment A. Aircraft shown in
82 Attachment A shall be considered Hawaiian Airline’s aircraft. During the Period of Separate
83 Operations pursuant to Paragraph A.1, above, all revenue or ferry flying on Hawaiian Airline’s
84 aircraft that requires a Flight Attendant, or on which a Flight Attendant is required to be
85 present, will be performed by Hawaiian Flight Attendants in accordance with the terms of the
86 Hawaiian CBA.

87 a. The above paragraph does not prevent Alaska’s Inflight Supervisors, Managers, Directors,
88 Managing Directors, Vice President and/or Instructors from reviewing or participating in
89 Hawaiian training.

90

91 3. A list of all aircraft, by tail number, that existed in the service of, stored by, or on order or option
92 by, Alaska Airlines as of June 1, 2024, is appended as Attachment B. Aircraft shown in
93 Attachment B shall be considered Alaska Airline’s aircraft. During the Period of Separate
94 Operations pursuant to Paragraph A.1, above, all revenue or ferry flying on Alaska Airlines
95 aircraft that requires a Flight Attendant, or on which a Flight Attendant is required to be
96 present, will be performed by Alaska Flight Attendants in accordance with the terms of the
97 Alaska CBA.

98 a. The above paragraph does not prevent an Hawaiian’s Inflight Supervisors, Managers,
99 Directors, Managing Directors, Vice President, and/or Instructors from reviewing or
100 participating in Alaska training.

101

102 4. During the Period of Separate Operations pursuant to Paragraph A.1, above, the following
103 conditions and restrictions apply:

104 a. If a Flight Attendant is assigned to deadhead on the other Airline Party’s flight, it will be
105 considered an other airline (OAL) deadhead and they cannot be assigned to work the

- 106 flight. Each Airline Party’s CBA provisions pertaining to other airline deadheading will
 107 apply.
- 108 b. Except as may be needed to comply with conditions prescribed by the Federal Aviation
 109 Administration for the purpose of transition to, and eventual operation under, a Single
 110 Operating Certificate, no Flight Attendant of either Airline Party will fly as a working
 111 crewmember on the other Airline Party’s aircraft.
- 112 c. Any individual hired as a Flight Attendant by either Airline Party will be placed on the
 113 seniority list of the respective hiring carrier in accordance with the requirements of the
 114 applicable CBA.
- 115 d. No Flight Attendant will be involuntarily furloughed as a direct result of the merger or
 116 any transfer of flying or aircraft.
- 117
- 118 5. During the period of time between the Corporate Merger Closing Date and a Single Operating
 119 Certificate being achieved, neither Airline Party will open or close a Flight Attendant domicile
 120 (excluding temporary domiciles) in any location where the other Airline Party has a Flight
 121 Attendant domicile.
- 122
- 123 6. The Airline Parties will enter into code sharing agreements on the terms set forth in the
 124 Transition and Process Agreement between ALPA and the Airline Parties and the “me too”
 125 provision in Section 1.B.7 of the Hawaiian CBA. The parties agree that the value provided in this
 126 MTP satisfies Section 1.B.7 of the Hawaiian CBA.
- 127
- 128 7. AFA will file an application to the NMB for recognition of a Single Transportation System and
 129 single Flight Attendant craft or class of the combined airline (“Single Carrier”), no later than sixty
 130 (60) days after the MTP Effective Date or sixty (60) days after the Corporate Merger Closing
 131 Date, whichever comes later.
- 132
- 133 8. The Airline Parties will take all necessary steps to secure a Single Operating Certificate (SOC)
 134 from the FAA. AFA will provide reasonable support as requested by the Airline Parties to support
 135 their efforts to secure approval from the FAA for operation under a SOC.
- 136
- 137 9. To facilitate Flight Attendant learning and the combination of the Hawaiian and Alaska Inflight
 138 Flight Attendant Manual procedures during the Single Operating Certificate process, in addition
 139 to the Alaska Computer Based Training (CBT) language located in 30.C.4 of the Alaska CBA, two
 140 (2) merger-related CBTs may be required (no more than once per month and sixty (60) days to
 141 complete, time extended for leaves of absence). Pay will be in accordance with 30.C.4 of the
 142 Alaska CBA for each of the two (2) additional CBT. No change will occur to the Hawaiian
 143 Computer Based Training language.
- 144

B. Seniority List Integration

- 145
- 146
- 147 1. The Flight Attendant seniority lists of Hawaiian Airlines and Alaska Airlines will be integrated by
 148 AFA pursuant to AFA’s merger policy as provided for in AFA’s Constitution and Bylaws, resulting
 149 in an Integrated Flight Attendant Seniority List (ISL).

150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191

- 2. The surviving Airline Party will accept the ISL subject to the following conditions and restrictions:
 - a. No “system flush” whereby an active Flight Attendant may displace any other active Flight Attendant from the latter’s base; and
 - b. Furloughed Flight Attendants may not bump/displace active Flight Attendants.
- 3. AFA shall provide the ISL to the Parties on the Effective Date of the JCBA.
- 4. The Airline Parties will cooperate and respond to requests by AFA for Flight Attendant employment and training data necessary for the seniority integration. Data will include the date from which each Flight Attendant accrues competitive (bidding) seniority as a Flight Attendant, each Flight Attendant’s date of hire, and the initial date on which each Flight Attendant commenced operational training immediately prior to commencing duties as a Flight Attendant (“initial training date”).

C. Negotiations of a Joint Collective Bargaining Agreement

AFA and the Airline Parties will negotiate a JCBA which will govern the operations of the surviving Airline Party. The following protocol will apply:

- 1. The Airline Parties and AFA will have the goal, where feasible, of using a process for reaching a tentative JCBA via an “adopt-and-go” method (that is, selecting specific entire sections to the extent possible) or an “modify and adopt” method (that is, modifying an entire section from one CBA and selecting and incorporating that altered section) in an attempt to conduct efficient JCBA negotiations.
- 2. Negotiating Dates – Mutually acceptable negotiating dates will be established as far in advance as possible. The Airline Parties and AFA will typically meet for negotiations for one (1) session per month unless mutually agreed otherwise. Negotiations will be conducted in increments of no fewer than three (3) days. Should the Airline Parties or AFA need to change an agreed-upon negotiating date(s), it will notify the other party as far in advance as possible and attempt to establish an alternative date(s) in which to make up the missed negotiating date(s).
- 3. The Airline Parties will provide Business Positive Space (“Non-Bumpable”) travel on its aircraft for Hawaiian and Alaska Flight Attendants who are members of the AFA Seniority Merger Integration Committees, Negotiating Committee, and AFA officers in connection with JCBA negotiations and seniority integration duties.
- 4. Negotiations will occur at the Seattle AFA Offices and Alaska Labor Room, unless otherwise agreed to by AFA and the Airline Parties. If the parties agree to negotiate in a different location, the facilities will include, at a minimum, an adequately sized negotiating room plus one (1) caucus room. Adequate printing, photocopying, and Wi-Fi will be available at no charge to AFA.

Initial DS Initial DS DS Initial DS DS DS

BM SN PI JZ JTP [Signature]

- 192 5. Distraction Minimization – The members of each team will endeavor to “clear their schedules”
- 193 for the period of the negotiations session so that full focus may be applied to the task of
- 194 discussing and generating proposals at the bargaining table.
- 195
- 196 6. Technology Protocol – While the parties are at the bargaining table, phones will be set to
- 197 “vibrate” or “silent” mode and laptop/tablet computers will not be in use except for note-
- 198 takers. No party to the negotiations will audio and/or video record any of the negotiations
- 199 discussion.
- 200
- 201 7. The Airline Parties will provide a mutually agreed to qualified person to document and preserve
- 202 completed Tentative Agreements and appropriately integrate them into a final JCBA tentative
- 203 agreement. Both parties will maintain document control and access to all documents.
- 204

D. Administration and Expenses

- 205
- 206
- 207 1. Alaska will reimburse actual and reasonable expenses, not later than thirty (30) days after the
- 208 date on which the reimbursement request has been submitted in writing accompanied by
- 209 appropriate summary invoices, incurred by AFA members of the Seniority Merger Integration
- 210 Committee, Negotiating Committee, and AFA officers engaged in activities surrounding the
- 211 integration of the Flight Attendant seniority lists and the negotiations of the JCBA up to two
- 212 million dollars (\$2,000,000) for the Alaska MEC and two million dollars (\$2,000,000) for the
- 213 Hawaiian MEC. This amount will replace and be in lieu of any funds provided for in Section 4.E of
- 214 the Alaska CBA; however, all other provisions of Section 4.E. will apply. Once the Alaska and
- 215 Hawaiian MECs are combined per the AFA Constitution and Bylaws, the allocation of expenses
- 216 will be governed by AFA International with the understanding that the above-stated expense
- 217 reimbursement and the flight pay loss indicated in D.2, below, will remain with the original
- 218 airline union partition as much as possible.
- 219

- 220 2. Any expenses not billed directly to the Airlines will be processed through the Association’s
- 221 International Office, which will in turn invoice Alaska on a monthly. Hotels and flight pay loss
- 222 will normally be billed directly to the Airlines.
- 223

224 The Airlines will provide flight pay loss, in addition to that required by the Airline Parties’ CBAs

225 and the amounts specified in Section D.1., above, to the Hawaiian MEC of one-hundred fifty

226 (150) hours per month and to the Alaska MEC of one hundred sixty-six and five-tenths (166.5)

227 TFP per month beginning the month following the MTP Effective Date to assist in additional

228 duties created by the merger. The Company will continue to provide this total flight pay loss to

229 the Merged MEC until ratification of the JCBA.

230

- 231 3. If an Airline Party jump-seat qualified, non-Flight Attendant, occupies the Flight Attendant
- 232 jumpseat(s) for purposes of merger-related business or cross-utilization, an equivalent number
- 233 of seat(s) shall be provided in the cabin for potential jump seating Flight Attendants, if
- 234 applicable.
- 235

236 **E. Flight Attendant Board of Directors Member**

237

238 1. The Airline Parties agree that any AFA Board Seat retained in the JCBA would be a seat on the
239 Alaska Air Group, Inc.'s Board of Directors.

240

241 2. Flight Attendant Board of Directors Member: Execution of MTP until Corporate Merger Closing
242 Date – After the execution of the MTP until the Corporate Merger Closing Date, the Board of
243 Directors of Hawaiian Holdings, Inc. shall continue to include one (1) person in accordance with
244 Hawaiian CBA Section 27.AG.

245

246 3. Board of Directors Member: Corporate Merger Closing Date until the Effective Date of the JCBA.

247 a. Hawaiian Holdings, Inc. shall remain a corporation from the Corporate Merger Closing
248 Date until, at least, the effective date of the JCBA and, during that same time period,
249 shall remain the sole shareholder of Hawaiian Airlines, Inc.

250 b. Notwithstanding any provisions in the Corporate Merger Agreement (including Article 1,
251 Paragraph 1.1(c) of the Corporate Merger Agreement), from the Corporate Merger
252 Closing Date until the effective date of the JCBA, the Board of Directors of Hawaiian
253 Holdings, Inc. shall continue to include one (1) person in accordance with Hawaiian CBA
254 Section 27.AG

255 c. The AFA agrees that, from the Corporate Merger Closing Date until the effective date of
256 the JCBA, the above provisions shall satisfy the Airline Parties' obligations under the
257 Hawaiian CBA with respect to Section 27.AG.

258

259 **F. Expedited Arbitration**

260

261 The Airline Parties and AFA will resolve disputes between them concerning the interpretation or
262 application of this MTP by final and binding arbitration. Any arbitration will be on an expedited basis
263 directly before the System Board of Adjustment sitting with a neutral member, as the arbitration
264 forum. The dispute will be heard expeditiously no later than thirty (30) days following the
265 submission to the System Board and decided expeditiously no later than sixty (60) days after
266 submission, unless the parties agree otherwise in writing. The parties agree to abide by any
267 arbitration award that is issued.

268

269 **G. Effective Date, Modification, Status, and Term of MTP**

270 This MTP:

271 1. Will take effect on the date of execution set forth below and may be modified by written mutual
272 agreement between AFA and the Airline Parties;

273

274 2. Does not alter or modify any term of any agreement between the AFA and either Airline Party,
275 which remain in full force and effect in accordance with their terms, except as expressly set
276 forth herein; and

277

278 3. Will remain in effect in accordance with its terms until each of the provisions herein has been
279 fulfilled, unless sooner terminated by mutual written agreement of the AFA and the Airline
280 Parties.

281

282 IN WITNESS WHEREOF, the parties hereto have executed this MTP Letter of Agreement effective this
283 _9th_ day of _August___, 2024

284

285 For Alaska Air Group, Inc.

286 Signed by:

287 

288 DEB396A2F819400...

289 Ben Minicucci

289 Chief Executive Officer

290

291

292 For Alaska Airlines, Inc.

293 Signed by:

294 

295 DEB396A2F819400...

296 Ben Minicucci

296 Chief Executive Officer

297

298 For the Association

299 DocuSigned by:

300 

301 DB856E3B28794D1...

302 Sara Nelson

302 International President

303 Association of Flight Attendants – CWA, AFL-CIO

304 DocuSigned by:

305 

306 DBD157D5D5694AB...

307 Jeffrey Peterson

307 Alaska Master Executive Council President

308 Association of Flight Attendants – CWA, AFL-CIO

309 DocuSigned by:

310 

311 E2EB55859A0545E...

312 Paula Mastrangelo

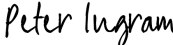
312 Senior Staff Negotiator

313 Association of Flight Attendants – CWA, AFL-CIO

314

For Hawaiian Holdings, Inc.

Signed by:




7A446CC61BD14CB...

Peter Ingram

Chief Executive Officer

For Hawaiian Airlines, Inc.

Signed by:



7A446CC61BD14CB...

Peter Ingram

Chief Executive Officer

DocuSigned by:



FB9E19B6C049454...

Joni Kashiwai

Hawaiian Master Executive Council President

Association of Flight Attendants – CWA, AFL-CIO