

# **SECTION 26**

## **SAFETY AND HEALTH**

### **A. General**

1. The Company shall provide a safe, healthy and secure work place.
2. The Company and the Union shall collaborate on quarterly safety newsletters which shall contain information about known safety, health and security issues that impact the Flight Attendant's workplace.
3. Flight Attendants shall not be required to search for bombs or other suspicious or potentially dangerous items on an aircraft, to remain on board during such a search, or to complete the restoration of cabin furnishings after such a search.
4. The Association shall be permitted to participate in evaluating and improving yearly Flight Attendant recurrent and other Flight Attendant training programs.
5. Service duties shall never take precedence over safety related duties.

### **B. Safety, Health & Security Committee**

The Company agrees to meet with the AFA Air Safety, Health & Security Committee on a regular basis, but not less than quarterly, in a roundtable meeting.

1. The round table shall consist of not more than three (3) members designated by the Association and not more than three (3) members designated by the Company. Additional participants may attend such meetings when mutually agreed upon by the Company and the Association.
2. Recommendations of the AFA Safety Committee Members will be considered in relation to all matters affecting Flight Attendant safety.
3. Positive space travel shall be provided for those members requiring air transportation to each meeting consistent with Company policy.
4. The AFA MEC Safety Chair will meet with the Company and its appropriate subject matter representative(s) to discuss specific and specialized issues of mutual concern, such as cabin air quality/heating/air conditioning, smoke/fume events, and others as Section 26 - 1 needed, upon request. This meeting would be separate and apart from the quarterly Safety Roundtable meeting as specified in B.1-3. above.

### **C. Hearing Protection**

The Company will provide ear plugs to Flight Attendants which provide no less than 20 decibels noise reduction (NRR 20).

### **D. Sanitation Standards**

1. a. All Flight Attendants shall be afforded an adequate amount of bottled water on their aircraft for their consumption while on the aircraft and during ground-times away from base. Furthermore, Flight Attendants shall be provided potable water at each base crew room. It is understood that a Flight Attendant will be permitted to remove one opened, partially consumed bottle of water from the aircraft at the end of her/his flight.
- b. If a Flight Attendant is required to work on a aircraft which has an inoperative lavatory she/he shall be given no less than

- fifteen minutes (:15) on the ground free of other duties in order to utilize an airport lavatory after each such segment.
- c. The Company will provide hygienic and sanitary safety demo equipment.
  - d. The Company shall ensure that all aircraft are provided with antiseptic hand-cleansing towels (pre-packaged hand wipes).
  - e. The Company shall ensure that all aircraft lavatories are clean and sanitized no less than daily.
  - f. If the Company is notified of the presence of vermin, rodents, and insects in the Company-controlled work areas, the Company will address the situation expeditiously.

### **E. Anti-Discrimination Provisions**

If a Flight Attendant is given an order/instruction which is not the result of an onboard emergency procedure, she/he may decline such order/instruction without fear of discipline and/or discrimination if there is a reasonable belief that following such order/instruction may pose a risk of injury.

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### **F. Safety Information**

1. The MEC Safety Chairperson or AFA qualified designee shall be allowed to attend Envoy Air FAA emergency evacuation demonstrations or partial demonstrations of airplanes that Envoy Air plans to operate. The Company shall seek the approval of the FAA, the respective government authority, and/or the manufacturer, to permit the attendance of AFA designee(s) at all government required certification tests.
2. The Company shall notify the MEC Safety Chairperson and the MEC President of a decision to add a new aircraft type to its fleet, or to reconfigure or redesign the interior of aircraft already in its fleet. The Company shall meet and confer with the AFA Safety Committee members to discuss in-flight safety concerns and to allow the Association to review and comment on the proposed aircraft type or changes to the cabin interior (e.g. galley configuration, emergency safety equipment location, jumpseats, etc) of the current fleet.
3. The Company shall meet and confer with the MEC President prior to initiating a new class of service or before implementing a seat reconfiguration.
4. Material Safety Data Sheets for all chemicals, including cleaning solutions, to which Flight Attendants may be exposed while performing their duties, shall be kept current and readily available on the company website. The Company shall provide lists of all ingredients contained in these chemicals to the Association upon request.

### **G. Cabin Environment**

The Company shall emphasize to all crew members, in writing, the importance of documenting smoke/fume events in their appropriate reporting systems.

### **H. Crew Member Physical Assault**

1. The Company will continue to maintain zero tolerance for assaults and/or interference involving crew members.
  - a. In the case of a physical assault by one or more passengers, the Company shall arrange to have law enforcement officials waiting to take the passenger(s) into custody immediately

upon landing/return to gate.

- b. If the aircraft is still on the ground and a Flight Attendant believes that a passenger poses a threat to the aircraft, crew or other passengers, she/he may request to have the passenger removed from such flight.
- c. The Company will provide a Flight Attendant with its available resources, including positive space travel and full pay and credit for any pairing(s) and/or reserve day(s) the Flight Attendant misses to aid in the prosecution of any unruly passenger.
- d. The Company shall strongly consider denying boarding on another Envoy Air flight to any passenger identified as interfering with and/or assaulting any Flight Attendant. However, if the passenger is allowed to board another Envoy Air flight(s), the Flight Attendant(s) working that flight(s) shall be briefed on the situation prior to boarding.
- e. The Company shall provide training to all Flight Attendants at least once per year in ways in which to deal with problem passengers and/or security issues.

#### **I. Hostilities**

1. The Company will notify the MEC President immediately upon receipt of information regarding hostilities and/or political disruptions which may present a danger to the safety of Flight Attendants at stations into which they are required to fly. At the request of the MEC President, the Company will meet and review the impact of such hostilities and/or disruptions on Flight Attendants.
2. Flight Attendants, who, while acting within the scope of their employment are hijacked, interred, captured, held as prisoner, hostage or missing, will continue to accrue seniority and longevity credit and will continue to be paid their monthly guarantee. All insurance and pass benefits will remain in effect for eligible dependents. Upon return from the incident, a Flight Attendant will be reinstated at the domicile held prior to the incident.

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#### **J. Access to Secure Areas**

The Company will ensure, escort access to secure areas, such as Customs and Immigration, at the request of the ASHS Committee member to investigate specific health, safety, and security issues of concern to Envoy Air Flight Attendants.

#### **K. Luggage**

Flight Attendants will assist passengers with soft and light-weight items during boarding. Flight Attendants should exercise discretion if they find items that are too heavy or bulky and tactfully assist passengers by showing them where they can store the items and request that they obtain those same items after gate arrival.

#### **L. Cleaning and Grooming of Aircraft**

1. The Company shall arrange for cleaning of its aircraft at all stations.
  - a. A Flight Attendant is not responsible to groom an aircraft in a hub city and can only be required to assist grooming in out stations where ground time is less than thirty (:30) minutes. Grooming shall mean straightening seatbelts and collection

of magazines and newspapers if time permits. Flight Attendants shall not be required to reach into seat-back pockets.

b. A Flight Attendant shall collect items from passengers required by the FAA to be properly stowed for taxi, takeoff and landing (e.g., cups, glasses, napkins, stir sticks, etc.).

c. A Flight Attendant will not be individually liable for an FAR violation which may be levied due to an unclean aircraft as a result of ground personnel not completing cleaning duties and shall not be subject to discipline due to that situation.

d. Flight Attendants will not be required to clean the aircraft.

### **M. Fatigue Review Board**

1. The Company recognizes that a Flight Attendant may reach a point when, as a result of work-related duties, she/he feels that her/his physical state is such that her/his required duties could not be performed safely during flight. In such circumstances, the Flight Section 26 - 5

Attendant will notify the captain of the flight (if applicable) and crew scheduling. Upon receipt of a Flight Attendant's fatigue notification the Company shall immediately remove the Flight Attendant from duty and code the absence with "UA".

2. If a Flight Attendant calls in fatigued at an outstation, the Company will have the Flight Attendant return to or stay at the hotel and she/he will receive the required minimum amount of rest. The cost of the hotel will be absorbed by the Company. However, the Company may authorize travel back to the Flight Attendant's domicile or home if the Flight Attendant requests it.

3. All reports of fatigue will be submitted to the Company for review, within fifteen (15) days after the Flight Attendant's return to work.

a. If the Company upholds the absence as fatigue, the occurrence will be coded as NF and the attendance occurrence will be removed from the Flight Attendant's employment record.

b. If the Company determines the absence is not attributable to fatigue, the occurrence will be coded as MA and the report shall be forwarded to the Fatigue Review Board (FRB) for further evaluation.

c. On a quarterly basis, if there are fatigue reports to review, the FRB, consisting of a Union and a Company representative, will meet to evaluate the reports of fatigue that have been denied by the Company. The FRB will consider the individual circumstances of each fatigue call. The FRB will be authorized to direct either of the following:

i. That the incident did not meet fatigue criteria and the UA is converted to a MA.

ii. If the FRB deadlocks, or fails to render a decision, the Company's decision will be final but may be challenged through the grievance procedure.

iii. The FRB may also recommend action to alleviate conditions such as schedules and/or hotel accommodations which caused or contributed to the fatiguing circumstances. All decisions reached

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by the FRB will be in writing and signed by both members. All decisions of the FRB shall be final and binding on the Union, the Company, and the Flight Attendant.

#### **N. Record Keeping Requirements**

Upon request, the Company shall provide the MEC Safety Chairperson with the Online Reports.

#### **O. Indemnification For Use of Company Equipment**

Flight Attendants who have been trained in and who use, in good faith and in the course and scope of their employment, the Automatic External Defibrillators (AED) or other emergency medical procedures, will be indemnified by the Company for any passenger claim arising out of the use of the defibrillator or other emergency medical procedure. If a passenger files a claim or a lawsuit against an individual employee for use of the defibrillator or other emergency procedure, while that employee is acting in good faith and within the course and scope of employment, the Company Corporate Insurance and Risk Management Department will retain counsel to defend the employee and will hold her/him harmless from all costs or damages asserted.

#### **P. Accident/Serious Incident/Hijacking**

1. The Company will maintain the current level of access to CERS (Corporate Event Reporting System - or successor reporting system) for all LEC Presidents, MEC President and both EAP and Safety Chairpersons.
2. In the event of any accident, if the Company is granted access to the crash site, the Company shall endeavor to include the MEC Safety Chairperson or AFA qualified designee(s) among those granted access to the site.
3. The Company shall facilitate and expedite the arrival of the Association representatives to the crash site.
4. The Company shall permit the AFA designee(s) release from duty, after an aircraft accident involving an aircraft utilizing one or more Flight Attendants, to participate in the investigation and continue to allow such release from duty until the completion of the investigation.

#### **R. Communicable Diseases**

1. The Company shall bear the cost of any immunizations required by the country of destination served by the Company.
2. The Company will provide non-allergenic "exam type" gloves on all aircraft for Flight Attendant use.