SECTION 28: SAFETY

A. Health and Safety Programs

The Company will work with AFA to develop health and safety programs for Flight Attendants. The recommendations of the AFA MEC Air Safety and Health Committee shall be considered by the Company regarding matters affecting the safety of Flight Attendants and passengers.

B. HAL-FAA Emergency Evacuations

The AFA MEC Air Safety and Health Committee Chairperson or designee shall be notified and allowed to attend HAL-F.A.A. aircraft demonstrations including emergency evacuations.

C. Standardization of Equipment With AFA-CWA Input

- 1. The Company shall make every effort to standardize the type and configuration of safety emergency equipment on each series of aircraft except where cabin structural change is necessary.
- 2. The Company shall notify the AFA MEC President and MEC Air Safety and Health Committee Chairperson within ten (10) business days of any final decision to add new aircraft to its fleet not covered by this Agreement or to reconfigure or redesign the interior of aircraft covered by this Agreement if such reconfiguration or re-design impacts Flight Attendant safety. The Company shall meet and confer with the AFA MEC Safety Committee members to discuss the parties' mutual interests and concerns for inflight safety and to allow the Association to review and comment on the proposed aircraft acquisition or changes to the cabin interior of the current fleet with the Company retaining the sole right to make a final decision.

D. AFA-CWA Safety Committee Quarterly Meetings With Company

The Company and the MEC Air Safety and Health Committee shall meet once each quarter. Special meetings may be called by either party when unusual or emergency situations warrant. Flight pay loss shall be paid by the Company for the MEC Air Safety Committee (for up to three (3) members) for one meeting each year.

E. AFA-CWA Safety Chair Access to Accident Site

The MEC Air Safety and Health Chairperson may enter any aircraft, aircraft accident crash site if there are surviving Flight Attendants, or any environment where the Flight Attendant is required by the Company to be, in order to inspect pertinent conditions related to Flight Attendants' safety.

F. Onboard Emergency Procedures Checklist

There shall be a copy of the applicable emergency procedures checklist on board each aircraft during all times when Flight Attendants are on duty.

SECTION 28: SAFETY

G. Bomb Search

No Flight Attendant shall be required to perform a bomb search on an aircraft or to remain on board during such search.

H. Serious Safety Incidents Involving Flight Attendants

- 1. Notification: In the event of an aircraft accident, hijacking/terrorist attack, or a serious incident as defined in H.1.a.-c., below, involving Hawaiian Airlines aircraft or Flight Attendant(s), the Company shall promptly communicate all known details of the situation directly to the Association MEC Air Safety and Health and EAP Committee Chairpersons as well as the AFA MEC President. If unable to reach the AFA MEC President, contact will be made with the AFA MEC Vice-President, or the domicile AFA LEC President. The Company shall make every reasonable effort to speak directly to one of the above referenced individuals by telephone, but if that fails, notification shall be made by telephone to the Association Air Safety and Health Department in Washington, D.C. Notification for additional situations, where appropriate, will be made.
 - a. Aircraft Accident
 - b. <u>Hijacking / Terrorist Incident</u>
 - c. Serious Incident: Serious injury to a Flight Attendant, crew-initiated evacuation or cabin preparation for evacuation of the aircraft, fire onboard, physical assault/battery of a Flight Attendant where Law Enforcement Officials are requested to meet the aircraft, decompression, severe or extreme turbulence as defined by the FAA, death on board where a Flight Attendant was directly involved in the emergency response, credible bomb threat as determined by HA Corporate Security, attempted breach of flight deck with malicious intent or actual breach of flight deck.
- Aid to Flight Attendant: In the event of an occurrence as set forth in paragraphs H.1.a.-c., above, or any additional situation that the Company deems appropriate and approved by the Managing Director of In-Flight or his/her designee, the following will apply:
 - a. The Flight Attendant will be provided with immediate medical attention, and to the extent possible, isolated from the media. This will also apply to acute illness while out of domicile.
 - <u>b.</u> The Company will promptly notify the designated emergency contact of each Flight Attendant involved if the Flight Attendant is incapacitated or requests the Company to do so, unless otherwise prohibited by a government agency.

SECTION 28: SAFETY

- c. Should the Flight Attendant not be able to return home immediately due to illness/ injury, or due to a government entity requiring the Flight Attendant to remain available for the investigation, the Company will absorb costs of lodging and transportation for meetings or investigations related to the incident or for medical treatment until she/he is cleared to fly and able to return home. Per diem will continue until the Flight Attendant returns to base or home. Transportation to her/his domicile or home will be provided by the Company. If transportation to the Flight Attendant's home is costlier than transportation to her/his domicile, the Company may elect to return the Flight Attendant to domicile.
- d. If the Flight Attendant feels that she/he is unable to continue to perform her/his duties, she/he will be provided a positive space pass on the next available HA flight to her/his domicile or home if it is within the HA network. If there is no HA service from the incident location, transportation will be provided on another airline to her/his domicile or home, if there is no difference in cost.
- 3. If, as a result of a Safety Incident as outlined above in H.1.a.-c., a Flight
 Attendant is required to remain available by the Company or by a government
 agency, her/his duty period shall be considered to be extended until she/he is
 released.

I. <u>Association Provisions Related to Aircraft Accidents, Hijacking/Terrorist Attacks, or Serious Incidents</u>

- 1. Upon request of the Association, the Company shall meet with the Association Director of Air Safety and Health, EAP and/or AFA MEC Air Safety and Health Committee members to give them a full briefing on the circumstances surrounding the accident or incident or the hostage incident.
- 2. The Company shall arrange positive space on-line transportation for the Association Director of Air Safety and Health, the AFA MEC Air Safety and Health Committee Chairperson, and the AFA MEC EAP Committee Chairperson, or their designee, to the site of any casualty situation or hostage-taking incident. Subject to approval by the National Transportation Safety Board ("NTSB"), the Association's representatives shall be permitted to participate in any investigation regarding Flight Attendant procedures or duties or the role of Flight Attendants in the specific situation and to provide aid to affected Flight Attendants covered by this Agreement.
- 3. The Company's emergency response program will include confidential support through the Company's and AFA's peer-support EAP programs to Flight Attendants who have been involved in, or affected by, an accident or incident.

SECTION 28: SAFETY

J. Release After Serious Safety Incident

- 1. If a Flight Attendant is emotionally unable to continue to perform her/his duties after an emergency as outlined in H., above, the Flight Attendant may request, and will be released from the remainder of the pairing with no loss of pay and credit.
- 2. The Flight Attendant may request, and will be granted, time off without loss of pay and credit for up to three (3) days immediately following the day of the incident, inclusive of the remainder of the pairing on which the incident occurred.

Example:

A Flight Attendant with back-to-back three day trips (HNL-PHX-HNL and HNL-LAS-HNL) is involved in a serious safety incident on day one of the first three-day trip. Upon arrival in PHX, the Flight Attendant feels she is emotionally unable to continue her duties and requests to be removed from the remainder of her trip. She will be removed from the remaining two days of her PHX trip without any loss of pay or credit. Upon her return to HNL she may also request and will be removed from the second three-day trip (HNL-LAS-HNL). She is paid and credited for the first day of the second three-day trip (a total of three days of pay protection). The Flight Attendant may, at her option, request to make-up time lost due to the removal of the trip, including during the second and third days of the three-day trip.

3. Notification:

- <u>a.</u> Request for release while enroute:
 - The Flight Attendant shall notify the captain of the flight who shall contact SOCC to obtain the Flight Attendant's release from the remainder of the pairing, and she/he will be removed without loss of pay and credit. The Flight Attendant may request, and will be granted, time off without loss of pay and credit for up to three (3) days immediately following the day of the incident, inclusive of the remainder of the pairing on which the incident occurred.
- b. Request for release while the Flight Attendant is on the ground or on layover:
 The Flight Attendant shall notify her/his In-Flight Manager or In-Flight Duty
 Manager to be released from the remainder of the pairing and/or subsequent pairing(s), for up to three (3) days immediately following the day of the incident, inclusive of the remainder of the pairing on which the incident occurred upon return to domicile without loss of pay and credit.
- 4. A Reserve may request and will be removed from her/his next reserve day(s) that fall within the three (3) day period as stated above. Any removal will be without loss of pay and credit for those days.

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- 5. The Flight Attendant may indicate make-up availability directly to Crew Scheduling for time lost outside of up to three (3) paid calendar days of flying from which the Flight Attendant was removed. The Flight Attendant may choose to make up time during the unpaid days of the pairing from which she/he was removed.
- 6. If the Flight Attendant requests additional time off as a result of the emergency as outlined in H. above, she/he shall apply for occupational leave under the provisions of Paragraph K. of Section 19. Alternatively, the Flight Attendant may utilize sick leave provided that she/he seeks EAP assistance.
- 7. Any removal(s) under these provisions will not count as an occurrence toward the Company's attendance/disciplinary policies or toward the Sick Leave Bonus Provision.

K. **Emergency Transportation**

The Company shall promptly notify the designated emergency contact of each Flight Attendant involved in an aircraft accident. The Company shall provide positive space, on or off line, transportation and lodging, free of charge, to a Flight Attendant's eligible family members to and from the location of the Flight Attendant involved in the event, subject to US and/or International regulatory restrictions.

L. OSHA 200 Report

Upon request, the Company shall provide the AFA MEC Air Safety and Health Committee Chairperson with copies of the annual OSHA 200 report.

M. Company Notification of Hostilities, Political Disruptions

The Company shall promptly notify the AFA MEC President upon receipt of information regarding hostilities or political disruptions which, in the opinion of the Company, may endanger Flight Attendants' safety at stations into which they are required to fly.

SECTION 28: SAFETY

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SECTION 29: CABIN SERVICE

A. Flight Attendant Not Required to Stand at Bottom of Aircraft Stairs

Flight Attendants will not be required to stand at the bottom of aircraft stairways during boarding and disembarking of passengers.

B. No Full Beverage Service for Segments Less Than 20 Minutes

When the scheduled block to block time on any segment is twenty (20) minutes or less, Flight Attendants will not be required to provide full beverage service.

C. Aircraft Cleaning

- 1. No aircraft cleaning is required by Flight Attendants on origination or termination of a flight. As time permits at turnaround stations, the tidiness and neatness of the aircraft and galley, and service items connected therewith, are the responsibility of the Flight Attendant. Flight Attendants, however, are not expected to clean the aircraft or perform other janitorial duties or servicing. These duties will be performed by personnel of other classifications.
- 2. The Company shall provide for the cleaning of aircraft at each turnaround station (International).

D. Carrying/Loss of Company Mail, Money, Material

- 1. Flight Attendants shall not be responsible for the loss of any Company mail, money or material put on their flight.
- Flight Attendants shall not be required to hand carry Company mail, money or materials. In addition, Flight Attendants are not responsible for any carry-on items, whether Company or passenger, including garment bags, tote bags, etc.

E. Handling of Carry-On Items

The Company acknowledges that Flight Attendants will not be expected to handle carry-on items beyond their capabilities. It is further understood that assisting passengers is considered a part of a Flight Attendant's normal duties.

F. Notification of Change in Cabin Service

The Company will advise the MEC President when it intends to institute a change(s) in the cabin service and will meet with the Cabin Service Committee, if requested, to discuss the extent of the change(s), procedures to be followed, and other pertinent matters prior to the implementation of such service.

G. Cabin Service Committee

1. The Cabin Service Committee shall be made up of two (2) Association-selected and two (2) Company-selected members.