

3. United Air Lines, Inc., shall be held harmless and indemnified by the Union for any claims which may be made by the employee or employees by virtue of the wrongful application and misapplication of any of the terms of this Agreement.
4. Other provisions of this Agreement notwithstanding, the Company shall not be required to terminate the employment of any employee covered by this Agreement until such time as the services of a qualified replacement is available. The Company may not, however, retain any employee in service under the provisions of this Paragraph for a period in excess of forty-five (45) calendar days from the date of the Union's original notice, except by mutual agreement by the parties hereto

**SECTION 31**  
**SAFETY AND HEALTH AND SECURITY**

- A. Safety Information
  1. The recommendations of the MEC Safety, Health and Security Committee shall be considered by the Company regarding matters affecting the safety of Flight Attendants.
  2. The MEC Safety, Health and Security Chairperson or AFA qualified designee shall be allowed to attend UAL-FAA emergency evacuation demonstrations. The Company will seek the approval of the FAA, the respective government authority, and/or the manufacturer, to permit the attendance of the MEC Safety, Health and Security Chairperson/AFA designee at government required certification tests.
  3. Upon request, the Company shall review with the LEC President or designee copies of reports concerning occupational injuries (form 1845) and/or in-flight incidents involving Flight Attendants. Copies of such reports shall be provided if requested, provided that any report that contains medical information must have the Flight Attendant's approval before being released.
  4. The MEC President and/or the MEC Safety, Health and Security Chairperson/AFA designee will be provided access to the Crisis Center Observation Room for safety related incidents.
- B. Accident/Serious Incident/Hijacking
  1. The Company, upon notification of an accident/serious incident/hijacking involving Flight Attendants, shall promptly notify the MEC Safety, Health and Security Chairperson or designee or Local Safety, Health and Security Chairperson or designee.

These events are defined as follows:

  - a. Aircraft Accident - An occurrence which causes damage to a Company aircraft with Flight Attendants onboard in which any person suffers death or serious injury.
  - b. Hijacking (Air Piracy) - Seizure or attempted seizure of a Company aircraft with Flight Attendants onboard by actual or threatened force or violence.

- c. Serious Incident - An occurrence with Flight Attendants onboard a Company aircraft involving any of the following:
- (1) Serious injury to a Flight Attendant.
  - (2) Actual passenger evacuation of an aircraft involving use of safety equipment. In the event an evacuation takes place at the gate via stairs or jetway, and Onboard Scheduling (WHQSK) is notified, notification will be as provided herein.
  - (3) Fire or smoke onboard resulting in injuries to a Flight Attendant.
  - (4) Physical assault or crew interference.
  - (5) Recognized decompression.
  - (6) Severe turbulence resulting in multiple injuries or interior damage and Onboard Scheduling (WHQSK) is notified.
  - (7) Red Alert.
  - (8) Amber alert resulting in a preparation for evacuation and Onboard Scheduling (WHQSK) is notified. Nothing herein shall limit the Company from notifying the MEC Safety, Health and Security Chairperson or designee or Local Safety, Health and Security Chairperson or designee of other incidents pursuant to the Onboard Service Emergency Response Manual.
2. Following an accident/serious incident/hijacking, Flight Attendants will be provided with medical attention and, where possible, isolation from the press.
  3. If hotel rooms are necessary, the Company shall provide single rooms, adjacently located if possible, and shall attempt to provide the Flight Attendants, during their stay, an accurate list of phone calls and visitors to the hotel.
  4. The Company shall promptly notify the designated emergency contact of each Flight Attendant involved in an accident or hijacking.
  5. In the event of any accident (as defined in Paragraph B.1.a. above) in any foreign country, if Onboard Service is granted access to the crash site, the Company will endeavor to include the MEC Safety, Health and Security Chairperson or AFA qualified designee among those granted access to the site. In such cases, if expedited documentation

or transportation arrangements are made for Onboard Service, the Company will endeavor to obtain the same for the MEC Safety, Health and Security Chairperson or AFA qualified designee. The Company shall maintain a current list of Visa requirements of the countries served by scheduled Company flights and upon request shall provide such list to the MEC Safety, Health and Security Chairperson.

C. Crew Member Physical Assault

The Company will continue to maintain zero tolerance for assaults and/or interference involving crew members. Upon request, the Company will meet with the MEC Safety, Health and Security Chairperson/AFA designee in an effort to resolve related problems.

D. Hostilities

The Company will notify the MEC President or designee 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 or designee, the Company will meet and review the impact of such hostilities and/or disruptions on Flight Attendants.

E. Access to Secure Areas

The Company will attempt to secure a security badge(s) and customs hologram(s) for MEC and LEC Safety, Health and Security Chairpersons that grant access equal to that of Onboard Service management at their respective domiciles for the exclusive purpose of dealing with health and safety incidents involving United Flight Attendants. Should the Company be unable to acquire such ID badge(s) in certain domiciles, the Company will make every effort to ensure escort access to secure areas, such as Customs and Immigration, when health and safety incidents involving United Flight Attendants occur.

F. Joint Meetings

The Company will provide flight pay loss to the MEC Safety, Health and Security Chairperson/AFA designee whenever her/his attendance at meetings concerning the safety, security and health of Flight Attendants is requested by the Corporate Safety Department.

## G. Cabin Air Quality

United Airlines will monitor aircraft environmental systems, and ensure these systems perform to FAA and appropriate air quality standards.

If Flight Attendants are scheduled to work an aircraft being operated with environmental systems which are deferred, they will be informed of the problem prior to its first flight and all flights thereafter, until the malfunction is repaired. Flight Attendant air quality and environmental complaints will be acknowledged by the Company within two (2) business days, and a response will be provided to the Flight Attendant within ten (10) business days, with a copy to the MEC President/designee.

**SECTION 32  
SAVINGS CLAUSE**

Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. In the event of any invalidation, either party may, upon thirty (30) days notice, request negotiation for modification or amendment of this Agreement and negotiations shall commence within fifteen (15) days from receipt of said notice.