

SECTION 33 - APFA EMPLOYEE ASSISTANCE PROGRAM, PROFESSIONAL STANDARDS, AND DRUG AND ALCOHOL TESTING

A. APFA EMPLOYEE ASSISTANCE PROGRAM (“APFA EAP”)

1. The Company shall, upon request, meet with members of the APFA EAP to discuss matters pertaining to the parties’ respective employee assistance programs including but not limited to alcohol/drug testing, mental health disorders, professional standards and critical incident stress management concerns.
2. The Company agrees to provide the APFA EAP Committee copies of Flight Attendant work group reports when provided by the vendor or other source but no less than twice a year on EAP and behavioral health care access utilization and case management and CISM metrics.
3. The APFA EAP shall be afforded an opportunity during each new-hire Flight Attendant training program to address the new-hire class for up to thirty (30) minutes, as part of the new hire training orientation pursuant to Union Business, Section 32.E.
4. When Flight Service provides Company EAP contact information to a Flight Attendant they shall also provide APFA EAP contact information to the Flight Attendant. The Company will include APFA EAP contact information in written communications to the Flight Attendant regarding disciplinary or dependability/availability issues.

B. DRUG AND ALCOHOL POLICY

1. The Company may require a Flight Attendant to undergo drug and alcohol testing in accordance with Company policy and/or as required by applicable federal, state, or local laws and regulations.
2. All alcohol tests shall be performed in accordance with the procedural safeguards which are no less than those currently in effect under the applicable DOT/FAA regulations. If random alcohol testing is no longer legally required, the Company may continue to randomly alcohol test Flight Attendants so long as it maintains procedural safeguards which are no less than those currently in effect under the applicable DOT/FAA regulations regarding random testing.
3. All DOT/FAA mandated drug testing shall be performed in accordance with DOT/FAA regulations.
4. In the event of non-DOT/FAA mandated drug testing or if drug testing is no longer required by the DOT/FAA but the Company nevertheless determines it shall continue drug testing, the Company will utilize procedural safeguards no less than those currently in effect under the DOT/FAA regulations, with the exception of the Drug Testing Custody and Control Form. Nothing herein restricts the substances for which the Flight Attendant may be tested. Flight Attendants will not be tested for substances for which Pilots are not tested.
5. The Company shall not require a Flight Attendant to submit to a random blood or urine alcohol test unless such test is legally required.
6. Designated Union representatives will be authorized by the Company to enter the alcohol-testing site in accordance with DOT/FAA regulations.
7. The Company shall meet and confer with the Union regarding any changes in the drug and alcohol testing policies or procedures not specified in this Agreement prior to implementation.

8. If permitted by the DOT/FAA, upon request, the Company shall provide the Union with an annual de-identified report on DOT/FAA mandated drug and alcohol test statistics, including how many Flight Attendants were tested and how many were reported positive or refused testing.
9. In the event the FAA approves a Human Intervention Motivation Study (HIMS) program applicable to Flight Attendant, the Company shall meet and confer with the Union regarding possible implementation of the program.

C. DUTY TIME AND REST

1. A Flight Attendant participating in a drug or alcohol test during the duty period will be considered to be on duty during the drug or alcohol test.
2. A Flight Attendant participating in a drug or alcohol test prior to or after the completion of a duty period will not be considered to be on duty during the drug or alcohol test. Such Flight Attendant will not be considered to be in a rest period.
3. A Flight Attendant participating in a drug or alcohol test after the completion of the Flight Attendant's duty period will be released into the Flight Attendant's rest period fifteen (15) minutes after the completion of the test. The Flight Attendant whose rest period would be reduced below her/his contractual minimum rest because of such a test will be required to call Crew Schedule with the Flight Attendant's adjusted rest period commencement time.
4. A Flight Attendant will not be required to participate in a random drug or alcohol test prior to the commencement of a duty period.

D. PAY FOR DRUG AND ALCOHOL TESTING

A Flight Attendant will be paid fifteen dollars (\$15.00) for each random drug or alcohol test she/he is required to undergo after her/his release from duty. There will be no credit associated with the test or the payment.

E. PROFESSIONAL STANDARDS

1. If the Company becomes aware of an interpersonal relationship conflict between Flight Attendants or between a Flight Attendant and a member of another employee group, the Company may elect to refer the dispute to the APFA EAP Professional Standards Committee ("EAP/PS").
2. When a dispute is referred to the EAP/PS, the EAP/PS shall have up to thirty (30) calendar days to resolve the dispute. The Company and the EAP/PS may mutually agree in writing to extend this time. During the designated period, the Company shall refrain from taking any action it may have commenced or contemplated taking, unless further information becomes known that would alter the facts as understood by the Company at the time it agreed to the referral.
3. At or before the end of the designated period, the EAP/PS shall make a written report to the Base Manager, or, if the crew base has no Base Manager, to the Managing Director of Base Operations or her/his designee stating only that "the problem is resolved" or that "the EAP/PS is unable to resolve the matter and cannot be of further assistance."
4. If the EAP/PS reports that it is unable to resolve the matter or does not supply a written report to the Base Manager, or, if the crew base has no Base Manager, to the Managing Director of Base Operations or her/his designee, at or before the end of the designated

period, then the dispute reverts back to the Company for resolution. In cases where the Company elects to commence or continue disciplinary proceedings, the delay caused by the EAP/PS's involvement shall not be raised by the Union as a defense nor will the Company assert any failure of the EAP/PS to arrive at a successful resolution as supporting the Company's position. The Company shall not require any EAP/PS member to provide information regarding what transpired during the EAP/PS proceeding.