

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