

**HAWAIIAN AIRLINES
FLIGHT ATTENDANT AGREEMENT**

SECTION 20: PHYSICAL EXAMINATION

A.

1. Routine or regular periodic physical examinations of Flight Attendants, once they have completed their probationary period, will not be made. At any time, however, that the Company should determine that the Flight Attendant's physical and/or psychological condition may impair the performance of her/his normal or emergency duties, a physical and/or psychological examination may be required. Cost of such examination(s) will be borne by the Company and a copy of the statement of fitness will be furnished to the Flight Attendant.
2. All statements of fitness shall comply with Paragraphs B.1. and B.2. of this Section.

B.

1. Any information obtained by or as a result of a Company physical and/or psychological examination shall be strictly confidential between the physician and the employee, and shall not be divulged to any other person without the written permission of the employee, except as stipulated in Paragraph B.2. below.
2. Should it be determined that the Flight Attendant's physical and/or psychological condition may impair the performance of her/his normal or emergency duties, information pertaining only to that ailment involving the impairment shall be divulged to the head of In-Flight Services. All other information shall continue to be strictly confidential between the physician and the employee.

C. Any employee hereunder who fails to pass a Company physical examination may, at her/his option, have a review of her/his case in the following manner:

1. The employee may employ a qualified physician of her/his own choosing and at her/his own expense for the purpose of conducting another physical and/or psychological examination to confirm or refute the examination made by the initial physician employed by the Company.

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2. A copy of the statement of fitness of the physician chosen by the employee shall be furnished to the Company, and, in the event that such findings verify the findings of the initial physician, no further review of the case shall be afforded.
 3. In the event that the findings of the physician chosen by the employee shall disagree with the findings of the initial physician, the Company will, at the written request of the employee, ask that the two (2) physicians agree upon and appoint a third qualified and disinterested physician, preferably a specialist, for the purpose of making a further medical and/or psychological examination of the employee.
 4. The said disinterested physician shall then make a further examination of the employee in question and the case shall be settled on the basis of such findings.
 5. The expense of the employing of the disinterested physician shall be borne one-half ($\frac{1}{2}$) by the employee and one-half ($\frac{1}{2}$) by the Company. Copies of such physician's statement of fitness shall be furnished to the Company and to the employee.
- D. When a Flight Attendant is denied flying status by the Company upon returning from medical leave or is removed from flying status by the Company as a result of her/his failure to pass the Company's physical and/or psychological examination and appeals such action under the provisions of this Section, she/he shall, if such action is proven to be unwarranted as provided in Paragraph C. of this Section, be paid retroactively the amount she/he normally would have earned during such period. Furthermore, all records pertaining thereto shall be immediately removed from all her/his files.
- E. Should a Flight Attendant receive pay for sick leave hours while awaiting review of her/his case under Paragraph C. of this Section, such sick leave hours will be restored to her/his account, including what would have been earned, if the third and disinterested physician finds that she/he is fit to fly.
- F. Any medical, dental, or counseling services requested by the Company shall be paid for in full by the Company.

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- G. Any physical and/or psychological examination required under Paragraph A of this Section shall take place within ten (10) days after the Flight Attendant receives the required written notice. The physician who performs said examination shall issue the statement of fitness to the Company with a copy to the Flight Attendant within seven (7) days after she/he undergoes said examination. Reasonable additional time shall be allowed in the event special laboratory analysis or other procedures are deemed necessary. Any time limitations or requirements in this Section may be waived or altered by the mutual consent of the Flight Attendant and the Company.
- H. A Flight Attendant shall not undergo any physical and/or psychological examination within twelve (12) hours before any form of Company duty.
- I. **Drug/Alcohol Testing**

Pursuant to the Department of Transportation regulations the following shall apply:

1. The Company may require a Flight Attendant to submit to a drug/alcohol test, if there exists reasonable cause to believe that she/he is under the influence of drugs/alcohol, and to hold her/him out of service pending the results of the test. However, if the Flight Attendant's test is negative, she/he shall be returned to service, all reference to the drug/alcohol test or the period during which she/he was held out of service shall be expunged from her/his record, and she/he shall receive full pay and credit for all lost trips while she/he was held out of service.
2. It is understood that there is mandatory drug and alcohol testing for all Flight Attendants pursuant to Federal Regulations.
 - a. The Company and the Association shall meet to discuss and review any proposed revisions to the current drug/alcohol testing programs submitted to the Department of Transportation by Hawaiian Airlines, Inc.
 - b. The Company shall convene a committee of all labor groups which shall establish jointly written policies and

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procedures for all issues relating to the unions' and the Company's Employee Assistance Programs ("EAP").

- c. Such Management-Labor EAP review committee shall meet regularly, but not less than four (4) times a year, to review the effectiveness of the EAP guidelines and to develop appropriate revisions as necessary.
- d. A Flight Attendant will not be required to submit to a random drug/alcohol test on a day free of duty. In the event that a random drug/alcohol test interferes with a Flight Attendant's schedule, the Flight Attendant shall not suffer any loss of pay or credit as a result of such random test. A Flight Attendant who is required to submit to a random drug/alcohol test upon release from a trip (grouping), shall receive one (1) hour pay/no credit for such random drug/alcohol test. Time spent submitting to a random test shall not be considered duty for the purposes of the Agreement.
- e. Whenever operationally possible, drug testing will be administered during the duty day. For Flight Attendants on inter-island flights, when operationally possible, reserves will be used to replace them as required.
- f. At the time a random drug test is administered, a "split sample" will be taken. The cost of maintaining the "chain of custody" and the test itself will be borne by the Company. One of the samples will be used for the drug test. The second sample will be retained and stored in a manner which will preserve its validity as a test sample and which comports with "chain of custody" requirements. In the event the first sample tests negative, the stored sample will be destroyed. In the event the first sample tests positive, the stored sample shall be tested at a facility used by the Company which is different from the facility used to test the first sample, or at the Flight Attendant's option, at a prearranged DHHS/NIDA approved facility designated by AFA. In the event the stored sample tests negative, it shall void the results of the first sample. Cost associated with the "chain of custody" and the testing of the stored sample shall be

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borne by the Company if a Company-selected facility is used, or, if the Flight Attendant selects another facility, the Company shall pay an amount equal to the cost of maintaining the “chain of custody” and the testing at the Company-selected facility.

- g. In the unlikely event that the Flight Attendant cannot have adequate domicile rest following drug/alcohol testing and wishes to be removed from her/his next grouping, she/he will notify Crew Scheduling immediately. If removed, she/he will be subject to reassignment on the calendar days of the grouping from which she/he was removed. Such reassignment shall be as close as operationally possible to the value of the original grouping. However, in no case will the Flight Attendant be reassigned to a grouping that will require removal from a subsequent grouping. If, at the time of notification to Crew Scheduling, they can give her/him a reassignment they will do so. Otherwise, the Flight Attendant will call in at the end of her/his rest period for a reassignment. If the Flight Attendant is reassignable for more than one day, she/he will be required to call Crew Scheduling at the end of her/his grouping or after 1600 (if not on a grouping) for the following day’s reassignment. If not reassigned, the Flight Attendant shall be paid and credited for the grouping from which she/he was removed.
- h. In the event any change to the drug/alcohol testing program is required by governmental action, the Company will notify the Association prior to implementing such change in order that the parties may meet and confer on the manner in which compliance is to be accomplished; however, the Company may be constrained to implement such change in a manner which does not allow for such meeting and conference in which case such meeting and conference shall occur as soon as practicable thereafter. Any changes other than pursuant to governmental requirement, shall be made by mutual agreement between the parties.

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3. ALCOHOL TESTING PARAMETERS
 - a. The Company shall only select and use alcohol testing device(s) that are listed as approved by the Department of Transportation in the applicable Federal Regulations. The alcohol testing device(s) shall be kept in a private place out of eyesight and hearing distance from non-involved persons. Maintenance and calibration records will be made available to appropriate Flight Attendant Representatives through the Company's EAP. Calibration shall be made at least as often as required by the Federal Aviation Regulations or the manufacturer.
 - b. The Company shall provide the Association with the name and model numbers of each testing device used to conduct random Alcohol Tests. The Association shall have the opportunity to inspect each testing device (EBT) used to conduct random Alcohol tests. The Association shall be advised of any equipment changes.
 - c. The Breath Alcohol Technician (BAT) will be trained in accordance with Department of Transportation guidelines. These personnel training records will be made available to the appropriate Flight Attendant Representative(s) through the Company's EAP.
 - d. Test results of less than .02 alcohol concentration do not show alcohol consumption and are considered to be "negative" results, unless otherwise determined by the FAA or DOT.
 - e. Blood alcohol testing shall not be required.
4.
 - a. The Company will continue to provide assistance for treatment, rehabilitation and, whenever possible, return to duty, under its Employee Assistance Program (EAP) for Flight Attendants who may have substance abuse or dependency problems and who voluntarily seek assistance.
 - b. A Flight Attendant shall have the option of utilizing the Association's EAP Program in lieu of the Company's

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EAP. Upon completion of treatment/rehabilitation for a substance abuse or dependency problem, and prior to return to work, a Flight Attendant shall contact the Company's EAP to complete all paperwork to ensure compliance with federal drug/alcohol testing regulations.

5. A Flight Attendant participating in the AFA EAP Program does not require approval from the HMSA PPP Benefits Manager in order to receive medical benefits under the Plan. AFA EAP Program referrals shall be paid in accordance with the Preferred Provider Plan benefits and guidelines.
6. The Company and the Association shall work together through the Association's EAP Committee to offer help and rehabilitation to troubled Flight Attendants rather than terminate them.
7. Any disciplinary action shall be restricted to that action that is required by the FAA.
8. In the event the federal government no longer requires Flight Attendants to submit random drug or alcohol testing, all provisions related to said testing in this Agreement shall "drop dead."

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