

SUPPLEMENT L  
SUPPLEMENTAL AGREEMENT  
between  
AMERICAN AIRLINES, INC.  
and  
THE AIR LINE PILOTS  
in the service of  
AMERICAN AIRLINES, INC.  
as represented by  
ALLIED PILOTS ASSOCIATION

DRUG AND ALCOHOL TESTING AGREEMENT

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between AMERICAN AIRLINES, INC., hereinafter known as the "Company" and the AIR LINE PILOTS in the service of AMERICAN AIRLINES, INC., as represented by the ALLIED PILOTS ASSOCIATION, hereinafter known as the "Association."

The parties hereby agree to the following specific terms to be incorporated into the Company's Drug and Alcohol Testing Program, effective \_\_\_\_\_ and recognize and agree that this Agreement is a [complete] and final agreement concerning drug and alcohol testing as it applies to pilots in its employ.

1. DEFINITIONS:

- A. "Accident" means an occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and the time all such persons have disembarked and in which any person suffers death or serious injury or in which the aircraft receives substantial damage.
- B. "Adulterant" means any substance used to tamper with a specimen, including nitrites or other foreign substances.
- C. "Adulterated specimen" means a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.
- D. "Alcohol use" means the drinking or swallowing of any beverage, mixture, or preparation (including any medication) containing alcohol.
- E. "Confirmed positive alcohol test result" means testing that reveals the presence of alcohol after a screening by Evidential Breath Testing (EBT), and a confirmation test also by EBT.
- F. "Confirmed positive drug test result" means a GC/MS confirmed positive drug test result from an HHS certified laboratory.
- G. "Dilute specimen" means a urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

- H. "DOT regulations" means the Department of Transportation's publication entitled: "Procedures for Transportation Workplace Drug Testing Programs" (49 CFR Part 40) effective **October 1, 2010**, and/or the procedures set out in 49 CFR Part 40 that address alcohol testing.
- I. "EAP" means Employee Assistance Program.
- J. "EBT" means Evidential Breath Test, a device used for administering breath alcohol tests (commonly called a breathalyzer).
- K. "GC/MS" means a gas chromatography / mass spectrometry drug confirmation test.
- L. "HHS" means Department of Health and Human Services which certifies drug testing laboratories under the National Laboratory Certification Program.
- M. "Illegal drug(s)" includes, but is not limited to any of the following drugs or classes of drugs or their metabolites: 1) Marijuana, 2) Cocaine, 3) Opiates, 4) Phencyclidine (PCP), or 5) Amphetamines.
- N. "Immunoassay test" means the technique utilized for drug screening.
- O. "Meeting" means any in-person or telephonic interaction between a Company representative and a pilot as prescribed in Section 21 of the Basic Agreement.
- P. "MRO" means Medical Review Officer, a licensed physician, knowledgeable about substance abuse disorders who is responsible for receiving and reviewing laboratory results and evaluating medical explanations for certain drug test results.
- Q. "MDSB" means medical disability benefits.
- R. "Notifier" means a representative of Company management, or its designee, who informs the pilot that he/she has been selected for random drug and/or alcohol testing.
- S. "Other drugs of abuse" means those families of drugs (or their metabolite) specified in Appendix A. Should the Company desire at any time to expand the list of drugs specified in Appendix A, the Company and the Association will meet to discuss such desire, with expansion subject to Association concurrence.
- T. "Over-the-counter drug" means a drug that may be purchased without a prescription in the United States and/or Canada.
- U. "Permanent Disqualification" or "Permanent Bar" means permanent preclusion from performing the safety-sensitive function the individual performed prior to the alcohol / drug policy violation.
- V. "Prescription drug" means a drug(s) producing a pilot's confirmed positive test result which was legally prescribed for such pilot's personal use by his personal physician. Such pilot will be required to produce written proof of his/her prescription, which has caused the confirmed positive test result, if required by the MRO.

- W. "Prescription drug of abuse" means a drug(s) that has produced the pilot's confirmed positive test result which was prescribed by a licensed medical doctor for a person other than such pilot.
- X. "Pilot(s)" means Captain and/or First Officer.
- Y. "SAP" means Substance Abuse Professional, a licensed and/or certified professional, experienced and knowledgeable in the diagnosis and treatment of disorders related to drug and alcohol use and abuse who evaluates employees who have violated a drug or alcohol regulation and makes recommendations concerning education, treatment, follow-up testing and after care.
- Z. "Substituted specimen" means a specimen with creatinine and specific gravity levels that are so diminished that they are not consistent with human urine.
- AA. "Verified positive drug test result" means a test that reveals the presence of a drug(s) after 1) a screening by immunoassay, 2) a confirmation test by GC/MS, 3) a final determination by an MRO that there is no legitimate medical explanation for the positive test, and 4) if eligible and requested in writing within 72 hours of the MRO's notification to the employee of a positive result, a test of the split sample by GC/MS.

## 2. RIGHTS (GENERAL)

- A. In accordance with the Basic Agreement, a pilot is entitled to union representation in any meeting with a Company Representative regarding a positive alcohol or drug test as well as any meeting regarding any other drug and/or alcohol related matter that may possibly result in discipline or termination. A pilot has the right to speak to an APA representative once contacted by the MRO regarding the results of his/her drug test. The pilot may speak to an APA representative prior to discussing his/her test results. However, he/she must reestablish contact with the MRO within twelve (12) hours to complete the discussion. This time period may be extended at the discretion of the MRO. Regardless of these contractual provisions, the MRO will follow the appropriate Federal guidelines to verify a positive drug test result.
- B. In accordance with the Basic Agreement, the pilot reserves the right to file a grievance concerning any disciplinary action, letter, or documents issued as a result of alcohol and/or drug testing or any violation of the terms of this Agreement.
- C. Should the Company desire at any time to expand the list of drugs specified in Appendix A of this Agreement, the Company and the Association will meet to discuss suggested changes, with expansion subject to Association concurrence.
- D. In the event the FAA disapproves any aspect of the Company's mandated drug and alcohol testing program, and the Company determines that corrective action is required to obtain the FAA's approval which necessitates a change in the terms of this Supplement, the parties agree to meet promptly to discuss that corrective action.
- E. Pursuant to any changes in DOT or FAA Drug and/or Alcohol Testing Regulations or the administration of the regulations requiring immediate

compliance, the Company may enact temporary procedures to comply with such changes until the parties can promptly meet to discuss the impact of such action and the change(s) in regulations on this Agreement and resolve any dispute accordingly.

F. Provisions of this Agreement apply to both drug and alcohol unless otherwise designated.

### 3. PERSONNEL

#### A. Medical Review Officer (MRO):

(1) The Company's Corporate Medical Director or equivalent, or his designee(s), will act as its MRO. Designees will be limited to licensed medical doctors employed by the Company on a full time basis. The MRO will have a knowledge of substance abuse. The parties recognize the importance of the MRO to the overall success of the Company's drug testing program. In the event of a change in the person of the Company's Corporate Medical Director, or if the Company chooses to appoint as MRO a doctor other than the Corporate Medical Director, the Company agrees to give notice to the Association of the change and to discuss the new MRO's qualifications and experience in identification of and treatment of substance abuse prior to such appointment. The parties agree that, in this event, they will meet and, in good faith, work to arrive at a mutually acceptable MRO, giving due consideration to the Association's concerns and recommendations. Nothing herein restricts the right of the Company after giving such notice and after holding such discussion from selecting the MRO of its choosing.

(2) The MRO, or his designee(s), will exercise his/her responsibilities in conformity with DOT and FAA regulations which include:

- Acting as independent and impartial "gatekeeper" and advocate for the accuracy and integrity of the drug testing process;
- Providing quality assurance review of the drug testing process for specimens under his/her purview;
- Determining whether there is a legitimate medical explanation for confirmed positive, adulterated, substituted, and invalid drug test results from the laboratory;
- Providing medical review of pilots' test results without establishing a doctor-patient relationship with the pilot whose test he/she reviewed;
- Investigating and correcting problems where possible and notify appropriate parties (e.g. HHS, DOT, the Company) where assistance is needed (e.g. cancelled or problematic tests, incorrect results, problems with blind specimens);
- Ensuring timely flow of test results and other information to the Company;
- Protecting the confidentiality of the drug testing information; and
- Performing all MRO functions in compliance with DOT and FAA regulations.

#### B. Substance Abuse Professional (SAP)

(1) An SAP must have one of the following credentials:

- Licensed physician (Doctor of Medicine or Osteopathy);

- Licensed or certified social worker;
  - Licensed or certified psychologist;
  - Licensed or certified employee assistance professional; or
  - Drug and alcohol counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse (ICRC).
- (2) An SAP is not an advocate for the pilot or the Company. An SAP's function is to protect the public interest in safety by professionally exercising his/her responsibilities in conformity with DOT regulations that include:
- Making face-to-face clinical assessments and evaluations to determine what assistance is needed by the pilot to resolve problems associated with alcohol and/or drug use;
  - Referring the pilot to an appropriate education and/or treatment program;
  - Conducting a face-to-face follow-up evaluation to determine if the pilot has actively participated in the education and/or treatment program and has demonstrated successful compliance with the initial assessment and evaluation recommendations;
  - Providing the Company with a follow-up drug and/or alcohol testing plan for the pilot;
  - Providing the pilot and the Company with recommendations for continuing education and/or treatment;

#### 4. TESTING PROCEDURES

All drug and alcohol testing methodology, including but not limited to collection procedures, chain of custody, and shipment of specimens, will comply with DOT regulations.

- The Company's Medical facilities will be utilized for collection of urine and/or breath specimens for drug and/or alcohol testing when collection is at a location that contains such a facility and the facility is open.
- When collection of a urine and/or breath specimen is necessary at a location that does not contain a Company medical facility or the Company medical facility is closed, the Company will retain the services of a specimen collection service to perform that service.

##### A. Drug Testing Procedures

- (1) The Company will utilize an independent, HHS certified laboratory to perform pilot drug testing covered by this Agreement.
- (2) The Company will utilize an express shipment company to transport all urine specimens to its selected HHS certified laboratory. Provided, however, all urine specimens collected in the geographic area in which the laboratory is located may be transported to the laboratory by a secure ground courier in that area. Should the Company elect at any time to utilize its internal mail system for transportation of urine specimens, the Company and the Association will meet to discuss the reasons and desirability of such a decision. The Company will not implement such decision without the concurrence of the Association.

- (3) Drug tests conducted under this Agreement for drugs (or their metabolite) prohibited by DOT and FAA regulation will be done in accordance with DOT regulations.
- (4) A urine specimen will first be subject to immunoassay and validity screening. If a negative result occurs, the specimen will be considered to be free of drugs.
- (5) If a positive result occurs on the immunoassay screen, a GC/MS process will be used for confirmation. Both the immunoassay screening and the GC/MS process must indicate the presence of drugs for the specimen to be a confirmed positive drug test result. All specimens with confirmed positive results will be retained for possible retesting at the laboratory in properly secured, long-term frozen storage for a one-year period.
- (6) Drug tests conducted under this Supplement for other drugs of abuse (or their metabolite) will be in accordance with the DOT's regulation; provided, however, GC/MS confirmation cut-off levels for such drug tests will be those levels set by Appendix A to this Supplement.

#### B. Alcohol Testing Procedures

- (1) A breath specimen will be subject to EBT screening (breathalyzer) administered by a Breath Alcohol Technician (BAT). If a breath alcohol concentration of less than 0.02 is received, the test result will be considered negative.
- (2) If a positive test result occurs (a breath alcohol concentration of 0.02 or greater), an EBT confirmation test using a new mouthpiece will be performed after a waiting period of at least 15 minutes after the screening test. The result of this confirmation test will determine any actions taken under the rule as a consequence of the test.
- (3) The accuracy of the testing device(s) will be verified following a positive test using one (1) bottle for both devices.

### 5. TESTING OCCASIONS

#### A. Pre-Employment / Re-Entry Drug Testing

- (1) All pilot applicants for employment must successfully complete drug testing prior to employment. If an applicant refuses to be tested or has a verified positive, adulterated, or substituted drug test result, the Company may deny or withdraw the offer of employment. Applicants will not be allowed to begin work until a negative result is received.
- (2) Employees transferring from a non-safety sensitive position in the Company into a position as a pilot must successfully complete a DOT pre-employment drug test and will not be allowed to begin work until a negative result is received.

(3) If an employee is reinstated from a termination, or from a suspension, which involves payroll transaction activity (PTR), the employee will not be placed on active status until a negative DOT pre-employment drug test result is received by the Company.

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**B. Random Drug and/or Alcohol Testing**

- (1) All pilots will be subject to random drug and/or alcohol testing.
- (2) Drugs to be tested for will be those drugs (or their metabolite) specified in DOT and FAA regulations.
- (3) Pilots will be selected for random drug and/or alcohol testing in accordance with a random selection computer model devised by the Company and approved by the FAA.
- (4) The Company will conduct random drug testing of a pilot at the conclusion of his/her sequence at his/her home base or satellite or co-terminal. Random alcohol testing may be conducted at any airport and may occur pre-flight, mid-sequence, or post-flight. A pilot selected to undergo a random drug and/or alcohol test who terminates his/her sequence at a co-terminal will be required to provide his/her specimen and/or breath sample at such station, notwithstanding the fact that such test may delay the departure of scheduled surface transportation or prevent him/her from taking such scheduled surface transportation. If the pilot is prevented from taking scheduled surface transportation due to a required drug and/or alcohol test, he/she will contact crew schedule to arrange for alternate transportation that will be provided at no cost to the pilot.

(5) The Company will notify affected pilots of their selection for random drug and/or alcohol testing by the following means:

(a) Post-Sequence Drug and/or Alcohol Testing.

A representative of Company management (notifier) will meet the flight of any pilot who has been randomly selected for a drug and/or alcohol test. "Meeting the flight" means the notifier will make contact with the pilot within the following parameters -- 1) a pilot will not be considered notified for random selection if the notifier contacts the pilot after he/she disembarks past the arrival gate area into any other part of the airport terminal or beyond, and 2) for international flights the notifier, who is not authorized to enter the restricted area, will meet the pilot outside of the customs screening area but not further than the entry into the rest of the terminal or beyond

(b) Pre-Flight and Mid-Sequence Alcohol Testing

The notifier will not be restricted to where he/she meets a pilot who has been randomly selected for a pre-flight or mid-sequence alcohol test.

(c) The notifier, after presenting positive identification, will obtain positive identification from the pilot at the time he/she presents himself/herself to the notifier.

- (d) Once the selected pilot's identification has been confirmed, the pilot will be given written notification of his/her selection for random drug and/or alcohol testing along with the exact location of the collection site. The notification form will direct the pilot to immediately report to, and give a urine specimen at the Company's collection site in the case of drug testing and/or provide a breath sample in the case of alcohol testing.
  - (e) The Company representative will date and note the time and location the pilot was given the written notification of his/her selection for random testing. The pilot will be required to sign the written notification, acknowledging his/her receipt of notification.
  - (f) The pilot will receive two copies of the notification form, one for his/her records, and one that he/she will present to the collection person.
- (6) A pilot who is selected for random drug and/or alcohol testing will be required to report to the Company's Medical facility (or report to the representative of the specimen collection service retained by the Company if there is no Company Medical facility or it is closed) immediately after the receipt of his/her notice of random testing. Once notified, only Flight Management may release a pilot from his/her random drug and/or alcohol test.

#### C. Post-Accident Testing

Flight Department Management will investigate the circumstances surrounding an accident including soliciting the pilot's comments in an in-person or telephonic meeting. After the investigation, Flight Department Management will then determine if a pilot will be required to undergo a post accident drug and alcohol test if the pilot's performance has either contributed to the accident or cannot be completely discounted as a contributing factor. In cases of significant injuries to a pilot to be tested, obtaining necessary medical assistance will take priority over drug and/or alcohol testing, however such testing will be accomplished as soon as medically reasonable.

##### (1) Post-Accident Drug Testing

Post-accident drug tests must be completed as soon as possible after any aircraft accident. If unusual circumstances unavoidably delay testing, attempts to test must continue for up to 32 hours but no later than that time frame. Drugs to be tested for will be those drugs (or their metabolite) specified in FAA regulations and other drugs of abuse (or their metabolite).

##### (2) Post-Accident Alcohol Testing

Post-accident alcohol testing must be accomplished within 2 hours after an accident. If unusual circumstances unavoidably delay testing, attempts to test must continue for up to 8 hours but no later than that time frame. The FAA requires the Company to document the reasons if the 2-hour and 8-hour limits were not satisfied.

#### D. Reasonable Cause Drug / Reasonable Suspicion Alcohol Testing

- (1) Pilots are subject to reasonable cause drug testing and/or reasonable suspicion alcohol testing. Observations may occur during, just preceding,

and/or just after flight duty. Reports of observations must be documented. Indications that reasonable cause / reasonable suspicion to test exist include, but are not limited to, the following:

- Use or possession of alcohol or drug
  - Slurred speech
  - Unsteady standing or walking
  - Inability or difficulty doing routine tasks
  - Disorientation or confusion
  - Erratic or unusual behavior
  - Odor of alcohol and/or drugs on the body or breath
- (2) The Company and the MRO will make reasonable efforts to maintain confidentiality of the events surrounding a reasonable cause drug / reasonable suspicion alcohol testing directive, pending the results of the test. This commitment in no way limits the Company from taking appropriate disciplinary action, or from defending itself against grievances or other actions commenced by the pilot and/or the Association against the Company, or from providing information in response to a subpoena or other legal process. (see also Section 9)
- (3) Pilots who may be directed by Flight Management to undergo a reasonable cause drug and/or reasonable suspicion alcohol test may, upon request, consult with an Association representative prior to testing. Such consultation, whether in person or by telephone, will not unduly delay the administration of the drug and/or alcohol test.
- (4) Pilots tested for reasonable cause drug and/or reasonable suspicion alcohol will be withheld from service with pay pending notification of the test results. However, if the confirmed alcohol test is 0.02 or greater, the pilot will be withheld without pay pending results of the drug test.
- (5) For Reasonable Cause Drug Testing Only
- (a) Flight Management may direct a pilot for reasonable cause testing only after two members of Company management, one of which will be a supervisor from the Flight Department, have concurred in the decision to test the pilot. At least one of the two members of Company management, preferably the one from the Flight Department if practical, will have personally observed the pilot who is reasonably suspected of using drugs. If personal observation of the pilot reasonably suspected by Flight Management of using drugs is not practical, Flight Management will make reasonable attempts to confer by telephone with local station management and the pilot suspected of using drugs. The purpose of such conference will be to ascertain the relevant facts before Flight Management directs the drug testing of a pilot. The member of Company management personally observing the pilot will have received training regarding detecting the symptoms of drug use (see list above).
- (b) Drugs to be tested for will be those drugs (or their metabolite) specified in FAA regulations and other drugs of abuse (or their metabolite).
- (i) Two urine specimens will be collected.

(ii) One urine specimen will be tested for those drugs (or their metabolite) specified in the FAA's regulation. Collection, shipment and testing will be in accordance with the DOT's regulation.

(iii) The second urine specimen will be tested for other drugs of abuse (or their metabolite) in accordance with the DOT's regulation; provided, however, GC/MS confirmation cut-off levels for such drug tests will be those levels set by Appendix A to this Letter of Agreement.

(6) For Reasonable Suspicion Alcohol Testing Only

Reasonable suspicion alcohol testing occurs when at least one member of Company management, in consultation with a supervisor from the Flight Department determines that reasonable suspicion exists to test an employee. The observing member of management must have been trained in detecting the indicators of alcohol use. Reasonable suspicion alcohol testing must be accomplished within 2 hours after a reasonable suspicion determination. If unusual circumstances unavoidably delay testing, attempts to test must continue for up to 8 hours, but not beyond that time limit. It is necessary in all cases to document the reasons the 2-hour and 8-hour limits were not satisfied.

E. Return to Duty Testing

(1) Drug Testing - A pilot who returns to duty following a verified positive drug test result must pass a drug test prior to his/her return. The drugs to be tested for will be those drugs (or their metabolite) specified in FAA regulations and/or other drugs of abuse (or their metabolite).

(2) Alcohol Testing - A pilot who returns to duty following a confirmed positive alcohol test result of 0.02 or greater must pass a return-to-duty alcohol test prior to his/her return.

F. Follow-up Testing

(1) Any pilot who is eligible for drug and/or alcohol education and/or treatment and who is recommended for return to work by the SAP as a pilot, after successfully completing such education and/or treatment, will be subject to unannounced follow-up drug and/or alcohol testing in accordance with current FAA regulations.

(2) The drugs to be tested for will be those drugs (or their metabolite) specified in FAA regulations and/or other drugs of abuse (or their metabolite)

(3) The duration of such unannounced drug and/or alcohol testing requirement will be determined by the SAP, not to exceed five years, but at a minimum of six (6) tests in the twelve (12) month period following the pilot's return to duty.

(4) The number and frequency for follow-up drug and/or alcohol testing will be established by the SAP after receiving recommendations from the pilot's aftercare counselor and the Association's Aeromedical Coordinator. The decision of the SAP will be final as to number, frequency and duration of testing. Follow-up testing will be extended or restarted if the pilot is not

available for testing due to being on leave, furlough or other status in which he/she did not complete the required number of tests.

## 6. POSITIVE DRUG OR ALCOHOL TEST RESULTS AND CONSEQUENCES

### A. Positive Drug Test Results

- (1) Any pilot who has a confirmed positive test result for a drug specified in DOT and FAA regulations and/or other drugs of abuse (or their metabolite) shall be removed from flight status with pay by Flight Management. The MRO may recommend to Flight Management that a pilot be removed from flight status (with pay). The reason given by the MRO to Flight Management for such removal will be "for medical reasons." (See Section 9) The MRO shall make no further communication regarding the individual's test results until the MRO verification process is completed. Flight Management shall ensure that all reasonable efforts are made to maintain the confidentiality of such withholding from service.
  - (a) After receiving the confirmed positive test result and after removing the pilot from flight status, the MRO will contact the pilot to obtain his/her input concerning that result. This input will be given in person if so requested by the pilot. Nothing herein shall deny the pilot those rights specified in Section 2.A of this Agreement.
  - (b) After the MRO completes his/her review of the confirmed positive test result, he/she will decide if the test result is a verified positive, negative or cancelled test result.
  - (c) If the confirmed positive test result is deemed negative or cancelled by the MRO, (e.g., prescription drug or over-the-counter drug), he/she will inform Flight Management the pilot is available to return to active flight duty status, if otherwise medically qualified.
  - (d) If the confirmed positive test result is deemed a verified positive test result, the MRO will notify the Company's Drug Testing Program Administrator who will notify Flight Management of that result. The MRO will also notify the FAA, if the verified positive test result is for a drug specified in DOT/FAA regulations.
- (2) Right to Test Split Specimen
  - (a) Any pilot, who is notified by the MRO that he/she has a verified positive drug test, has 72 hours from the time of notification to request a test of the split specimen. This request may be verbal or in writing to the MRO. (See Appendix B for sample written request form.) The MRO will notify the laboratory that tested the primary specimen to forward the split specimen to another HHS certified laboratory for testing.
  - (b) If the testing of the split specimen fails to confirm the results of the primary test, the MRO will cancel both tests. However, a cancelled test may not be used for the purposes of a negative test to authorize the pilot to perform safety-sensitive functions (i.e. in the case of pre-employment, return to duty or follow-up testing). Once the pilot has a negative test

result, the MRO will advise Flight Management that the pilot is available for return to active flight status, if otherwise medically qualified.

- (c) If the testing of the split specimen confirms the results of the primary test, the MRO will then follow the procedures for completing the verification.
  - (d) If the testing of the split sample cannot be completed because the split specimen is not available for testing, the MRO will cancel both tests and direct an immediate collection of another specimen under direct observation with no notice given to the pilot until immediately before the collection.
- (3) Consequences of a Positive Drug Test
- (a) A pilot who has a confirmed positive test result for a drug specified in DOT/FAA regulations and/or for other drugs of abuse (or for any metabolite for such drugs) shall be removed from flight status with pay by Flight Management if Flight Management receives such a recommendation from the MRO. The reason given by the MRO to Flight Management for such removal will be "for medical reasons." The MRO shall make no further communication regarding the individual's test results until the MRO review process is completed. Flight Management shall ensure that all reasonable efforts are made to maintain the confidentiality of such withholding from service.
    - (i) After receiving the confirmed positive test result and after removing the pilot from flight status, the MRO will contact the pilot to obtain his/her input concerning that result. This input will be given in person if so requested by the pilot.
    - (ii) After the MRO completes his review of the confirmed positive test result, he will decide if the test result is a verified positive test result or is a negative test result.
    - (iii) If the confirmed positive test result is deemed negative by the MRO, (e.g., prescription drug or over-the-counter drug), he will inform Flight Management the pilot is available to return to active flight duty status, if otherwise medically qualified.
    - (iv) If the confirmed positive test result is deemed a verified positive test result, the MRO will notify the Company's Drug Testing Program Administrator who will notify Flight Management of that result. The MRO will also notify the FAA, if the verified positive test result is for a drug specified in DOT/FAA regulations.
  - (b) A pilot who has a verified positive test result for a drug specified in the DOT/FAA regulations and/or other drugs of abuse (or their metabolites) will be terminated for violation of Company Rule 33 except as provided in subparagraph ~~H.3.b & c, 6.A.(3).(c) & (d)~~.
    - (i) A pilot who has a verified positive test result for a prescription drug of abuse (or its metabolite) to which he is addicted (as determined by the SAP) will be terminated for violation of Company Rule 33.

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1. Such pilot, at his/her option and at his/her full cost, may seek rehabilitation treatment at a Company designated treatment facility.
  2. If such pilot successfully completes rehabilitation treatment (in the sole opinion of the SAP) and possesses a valid FAA Medical Certificate and Airman Certificate, she/he may be offered reinstatement in accordance with the terms of Conditional Reinstatement in Section 6.A. 3.(f) below.
  3. If the pilot, after reinstatement, successfully completes his/her aftercare program (i.e., is removed from follow up drug testing by the SAP), such pilot will be reimbursed for his/her rehabilitation treatment in accordance with the terms of the Company's applicable Group Health Insurance Plan.
- (c) A pilot who has a verified positive test result for a prescription drug of abuse (or its metabolite) to which she/he is **not** addicted (as determined by the SAP) will not be terminated; but rather, will be given a **last chance** written warning by Flight Management.
- (d) A pilot who has a **confirmed/verified** positive drug test result for a prescription drug (or its metabolite) to which she/he is addicted (as determined by the SAP) will not be terminated or disciplined; but rather, will have his condition treated as a medical matter under the Basic Agreement.
- (i) Such pilot must seek appropriate rehabilitation treatment at a Company designated treatment facility. Such treatment will be at the full cost of the pilot.
  - (ii) If the pilot successfully completes rehabilitation treatment (in the sole opinion of the SAP), possesses a valid FAA Medical Certificate and Airmen Certificate, is reinstated to active flight status, and successfully completes his/her aftercare program (i.e., is removed from follow up testing by the SAP), such pilot will be reimbursed for his/her rehabilitation treatment in accordance with the terms of the Company's applicable Group Health Insurance Plan.
- (e) A pilot who has a verified positive drug test result, and who is terminated by the Company in accordance with the terms and conditions of paragraph **H.3.a6.A.(3)(b)**- above, may challenge his/her termination under Section 21 of the Basic Agreement; provided, however, the jurisdiction of the System Board of Adjustment will be limited to deciding whether all provisions of this Supplement were complied with and correctly applied to the offending pilot, in which case the Board will be required to find just cause for such pilot's termination.
- (f) The Company will offer conditional reinstatement to pilots who test positive for illegal/illicit drugs on a Company or DOT/FAA mandated drug test and who are terminated by the Company for violation of Rule 33 due to such positive test or pilot(s) who are terminated for Rule 33 for reasons other than a positive test for illegal/illicit drugs (i.e., possession of drugs).

- (i) Pilots who are terminated for multiple rule violations or for reasons currently excluded from this Conditional Reinstatement Policy (such as drug trafficking, violations involving personal injury to other, etc.), shall **not** be eligible for conditional reinstatement. Further, pilots who refuse a drug test or tamper with a specimen during a drug test or who refuse to cooperate during a drug test shall not be entitled to conditional reinstatement.
- (ii) Conditional reinstatement shall be offered to eligible terminated pilots as follows:
  1. The pilot must promptly submit to a chemical dependency assessment performed by the Company's Substance Abuse Professional (SAP).
  2. The pilot must successfully complete any course or program, including any educational or rehabilitation program, recommended by the SAP following such mandatory assessment. Any educational, rehabilitation and/or aftercare program undertaken by the employee will be at the employee's expense, and will not be reimbursed by the Company.
  3. Upon meeting these conditions and submitting to a return to duty drug test that is negative, the pilot shall be conditionally reinstated to employment, provided that the pilot executes an undated letter of resignation in the form provided by the Company. In this letter the pilot:
    - a. commits to remaining drug free for his/her tenure with the Company,
    - b. agrees to submit to follow-up (unannounced) drug testing,
    - c. agrees not to tamper with a specimen during a drug test, and
    - d. agrees to cooperate during requested drug tests.
  4. If the pilot fails to comply with the conditions set forth in the undated letter of resignation, he/she is subject to immediate termination through invocation of the letter of resignation.
  5. Pilots who are terminated either initially or finally under these provisions shall be entitled to COBRA coverage ~~but such coverage shall not include any coverage for education, rehabilitation, or aftercare for chemical dependency.~~

#### B. Consequences of a Positive Alcohol Test Result

- (1) A pilot who has a positive alcohol test result with an alcohol content of 0.02 or greater will not be terminated, but will be immediately removed from service, with pay, and scheduled for an alcohol dependency assessment by the Company's SAP. Prior to being scheduled for the alcohol dependency assessment the pilot may request to be evaluated by an Evaluation Board comprised of the following AA/APA representatives, any one of who may refer the pilot for an alcohol assessment:
  - An agreed to AA Medical Doctor on staff;

- An agreed to AA EAP Representative on staff;
- An APA Medical Doctor; and
- An APA Professional Standards or Aeromedical Committee Member.

If the Company's SAP or Evaluation Board determine that there is no alcohol dependency problem, the pilot will be sent to his/her Chief Pilot to be returned to duty. Note: Referral for education or treatment is required on any DOT test with an alcohol result of 0.04 or greater, regardless of whether or not the pilot is found to have an alcohol dependency problem.

- (a) A pilot evaluated and not diagnosed with an alcohol dependency problem will be returned to duty when his/her medical certificate (and Airman certificates, if revoked) has been reissued and any/all required education, treatment and return to duty requirements have been met. A Warning Letter with a duration of 24 months may be issued and documentation as required by DOT/FAA regulations will be maintained.
- (b) The status of a pilot evaluated and diagnosed with an alcohol dependency problem will be treated as a medical matter. The payment of sick pay/MDSB is subject to the limitations provided in this Agreement and Supplement F(1) of the Basic Agreement. The pilot will be returned to duty when his/her medical certificate (and Airman certificates, if revoked) has been reissued and any/all required education, treatment and return to duty requirements have been met.
- (c) A pilot who fails to cooperate and refuses an alcohol evaluation will be withheld from service without pay for a period not to exceed sixty (60) months, after which any return to service will be contingent upon the pilot's cooperation, reissuance of medical certificate, and mutual agreement between the Association and the Company.
- (d) If a pilot was previously diagnosed with an alcohol dependency problem as the result of an occurrence of a positive alcohol test result within the twenty-four (24) months prior to the second occurrence, time off payroll will be in an unpaid sick status until the pilot is in compliance with the aftercare program, at which point the pilot may debit sick bank. The pilot will be returned to duty when his/her medical certificate (and Airman certificates, if revoked) has been reissued and any/all required education, treatment and return to duty requirements have been met.
- (e) If a pilot has a second occurrence of a positive alcohol test result within twenty-four (24) months of the first occurrence, and the SAP concludes that the pilot does not have an alcohol dependency problem, the pilot will be terminated and will be ineligible for conditional reinstatement.
- (f) A pilot previously diagnosed with an alcohol dependency problem who refuses treatment/education after assessment will be withheld from service without pay for a period not to exceed sixty (60) months at which time the pilot will be administratively severed.
- (g) A pilot who was previously diagnosed with an alcohol dependency problem who does not successfully complete the education, rehabilitation treatment or aftercare program recommended by the SAP following a mandatory assessment will be withheld from service without pay for a

period not to exceed sixty (60) months at which time the pilot will be administratively severed.

- (h) If a pilot has two occurrences in which the positive alcohol test results showed an alcohol content of 0.04 or higher, the pilot will be terminated pursuant to Section 6.C of this Agreement.
- (2) A pilot diagnosed with an alcohol dependency problem must complete the following requirements before being returned to active flight status:
  - (a) At his/her option and at his/her full cost, seek education and/or treatment as recommended by the SAP at a Company-designated education program or treatment facility. A pilot who is reinstated and who, in the sole opinion of the SAP, successfully completes his/her education and/or treatment will be reimbursed in accordance with the terms of the Company's applicable Group Health Insurance Plan;
  - (b) Obtain a valid FAA Medical Certificate and Airmen Certificates if suspended or revoked;
  - (c) After reinstatement, successfully complete his/her follow-up testing and aftercare program.
- (3) If a pilot's positive alcohol test result has an alcohol content of 0.04 or greater, the results will be reported to the Federal Air Surgeon and documentation will be maintained as required by DOT regulations.
- (4) Any pilot who has a confirmed positive alcohol test result will be afforded the time necessary to have an independent test performed prior to being deadheaded to base.
- (5) Any pilot who tests positive, will, upon request, be provided with a copy of the calibration data for the device(s) used in the test.

#### C. Permanent Disqualification

- (1) Pursuant to FAA regulations, a pilot will be permanently precluded from performing safety-sensitive duties after any of the following:
  - on-duty use of drugs or alcohol;
  - two (2) verified positive drug test results; or
  - two (2) confirmed positive alcohol tests results at a level of 0.04 or greater.
- (2) A pilot who is permanently precluded from performing safety-sensitive duties pursuant to Section C. (1) above will be terminated.

#### 7. DILUTED, SUBSTITUTED, OR ADULTERATED DRUG TEST RESULTS AND CONSEQUENCES

- A. A specimen is considered diluted if the creatinine concentration is less than 20 mg/dL and the specific gravity is less than 1.003 unless otherwise designated by DOT regulation.

- B. A specimen is considered substituted if the creatinine concentration is less than or equal to 5 mg/dL and the specific gravity is less than or equal to 1.001 or greater than or equal to 1.020 unless otherwise designated by DOT regulation.
- C. A specimen is considered adulterated if it is determined that --
- A substance that is not expected to be present in human urine is identified in the specimen;
  - a substance that is expected to be present in human urine is identified at a concentration so high that it is not consistent with human urine; or
  - the physical characteristics of the specimen are outside the normal expected range for human urine.
- D. A pilot who has an adulterated or substituted test result shall be treated in the same manner as a pilot who has a positive test result for a drug or drug metabolite, and therefore shall be removed from flight status with pay by Flight Management. The reason given by the MRO to Flight Management for such removal will be "for medical reasons." The MRO shall make no further communication regarding the individual's test results until the MRO review process is completed. Flight Management shall ensure that all reasonable efforts are made to maintain the confidentiality of such withholding from service.
- (1) After receiving the diluted, substituted or adulterated test result and after removing the pilot from flight status, the MRO will contact the pilot to offer him/her the opportunity to present a legitimate medical explanation for the laboratory findings with respect to presence of the adulterant in, or the creatinine and specific gravity findings for, the specimen. This input will be given in person if so requested by the pilot.
    - (a) In the case of an adulterated specimen, the pilot must demonstrate that the adulterant found by the laboratory entered the specimen through physiological means.
    - (b) In the case of the substituted specimen, the pilot must demonstrate that he/she did produce or could have produced urine, through physiological means, meeting the creatinine and specific gravity criteria.
  - (2) The MRO has the discretion, and will make every effort, to extend the time available for up to five (5) days for the pilot to present information if there is reasonable basis to believe he/she will produce relevant evidence supporting the legitimate medical explanation within that time, including directing the pilot to obtain a further medical evaluation within that five (5) day period.
  - (3) After the MRO completes his/her review of the evidence presented by the pilot and he/she determines that there is a legitimate medical explanation, the test will be considered cancelled.
  - (4) After the MRO completes his/her review of the evidence presented by the pilot and he/she determines that the explanation does not present a reasonable basis for concluding there may be a legitimate medical explanation, then the MRO will report the test as a verified refusal to test because of adulteration or substitution as applicable.

(5) The consequences for a verified refusal to test because of adulteration or substitution will be the same as any other refusal to test that may include discipline up to and including termination for violating the Company Rules of Conduct related to insubordination.

## 8. REFUSAL TO SUBMIT AND/OR COOPERATE IN TESTING AND CONSEQUENCES

A. A pilot may not refuse to submit to a post-accident, random, reasonable suspicion/cause, or follow-up drug and/or alcohol test. Under the amended DOT rules, a refusal to submit to a drug test includes any of the following:

- 1) failure to appear or remain at the test site until excused or as otherwise provided in this agreement;
- 2) failure to provide a urine specimen when required;
- 3) failure to permit a directly – observed or monitored collection;
- 4) declining to take a second test when directed;
- 5) failure to provide sufficient urine without a sufficient medical explanation;
- 6) failure to undergo a medical evaluation;
- 7) failure to cooperate with the testing process;
- 8) failure to follow the observers instructions to raise and lower clothing to navel and mid thigh and turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process (in the case of an observed drug test);
- 9) possess or wear a prosthetic or other device that could be used to interfere with the testing process;
- 10) admit to the collector or MRO that you adulterated or substituted the specimen;
- 11) MRO reports that you have a verified adulterated or substituted test result;

Also under these rules, a refusal to take an alcohol test includes any of the following:

- 1) Failure to appear at the test site;
- 2) Failure to remain at the test site until completion;
- 3) Failure to provide sufficient breath to complete the test without sufficient medical reason;
- 4) Failure to undergo a medical examination or evaluation as part of the insufficient breath procedures;
- 5) Failure to sign step 2 of the required ATF form;
- 6) Failure to cooperate with the testing process;

B. A pilot who refuses or who fails, without the specific approval of Flight Management, to follow a Company directive to undergo random, return to duty, follow-up testing, post accident or reasonable cause / reasonable suspicion drug and/or alcohol testing or who refuses (as defined in this Section 6) or who fails to cooperate in drug and/or alcohol testing as mandated by this Agreement, will be withheld from service by Flight Management without pay pending investigation. If the investigation confirms the pilot's refusal or failure to follow a proper drug and/or alcohol testing directive, the pilot may receive discipline up to and including termination for violating the Company Rules of Conduct related to insubordination. The pilot will be reinstated with full back pay if the alleged refusal or failure to follow a Company directive is not pursued or proven.

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C. Any pilot who reports for a random drug and/or alcohol test and, after forty-five (45) minutes from the time of notification as indicated on the form, a drug testing collector or breath alcohol technician (BAT) has not reported at the designated testing area to perform the test, the pilot shall be released after calling his/her Flight Office and advising them of the failure of the collector or BAT to appear and shall not be considered as refusing to submit to testing. The pilot shall indicate the time the call was made to the Flight Office on the notification form and the name of the person in the Flight Office advised and shall then provide a copy to the Flight Office within five (5) business days after that date. If the Flight Office is closed at the time the test is to be administered, the pilot shall call the on-call Chief Pilot at his/her base and follow the same procedures as indicated above in this paragraph.

9. REHABILITATION TREATMENT ACCESS AFTER A DRUG AND/OR ALCOHOL TEST DIRECTIVE ISSUED

The Company recognizes that chemical dependency is an illness and a major health problem. Early detection and treatment may also increase the likelihood of successful rehabilitation. Employees who believe they need help due to alcohol and/or drug use are encouraged to voluntarily seek help in dealing with such problems by utilizing the Company's Employee Assistance Program (EAP) and medical benefit plan as appropriate. Voluntary involvement in EAP will not jeopardize an employee's job and will not be noted in the employee personnel record. It is the employee's responsibility to seek treatment through the EAP before the employee's conduct and/or test results warrant discipline or discharge under this policy.

If the facts substantiate that an employee was in violation of Company Rules 7, 25, 26 and/or 33 or any other Company regulation/rule applicable to this policy, or if the employee has been directed for an alcohol and/or drug test under this policy, enrollment of the employee in a rehabilitation treatment program through the assistance of the Company's EAP is not an option in lieu of discipline or discharge."

10. PROGRAM VERIFICATION AND RELEASE OF DRUG AND/OR ALCOHOL INFORMATION

A. Verification

- (1) Upon request, the Company will provide the Association with statistical information contained in the Company's required annual report to the FAA on the number of pilot B 1) negative tests, 2) positive tests, and 3) refusals to test.
- (2) The Company will provide the Association with a detailed explanation of the computer model for random testing and advise the Association prior to implementing any changes to the computer model.
- (3) Drug test results for Company submitted blind samples (quality assurance testing) will be made available to the Association upon request.
- (4) Test locations for alcohol testing will be defined and subject to review and input from the Association.

## B. Release of Drug and/or Alcohol Information

- (1) Information and medical records related to a chemical dependency are both sensitive and confidential in nature. Therefore, such information and records will be strictly limited to those individuals at the Company who have a "need to know."
- (2) Pursuant to DOT and FAA regulations, records associated with verified positive drug tests or any violation of alcohol misuse reported to the Federal Air Surgeon must be maintained by the Company for five (5) years, but shall be expunged from the pilot's personnel file after that time period. Records regarding decisions to administer reasonable suspicion alcohol tests or post-accident alcohol tests are only required to be maintained for two years and shall be expunged from the pilot's personnel file after that time period.
- (3) The Company may release information regarding a pilot's drug and/or alcohol testing result(s) or rehabilitation to a third party outside the Company only with the specific, written consent of the pilot, authorizing release of the information to an identified person. Information regarding a pilot's drug and/or alcohol testing result(s) or rehabilitation may be released to the NTSB as part of an accident investigation, to the FAA upon request, or as required by FAA regulation.
- (4) The limited disclosure of information, as provided ~~in paragraph 9.A.~~ above, in no way limits the Company from taking appropriate disciplinary action, or from defending itself against grievances or other actions commenced by the pilot and/or the Association against the Company, or from providing information in response to a subpoena or other legal process.

## 11. PILOT COMPENSATION AND BENEFITS

- A. A pilot selected for a random drug or alcohol test will be paid fifteen (15) minutes flight time pay, no credit for an drug or alcohol test conducted at the end of a sequence. A pilot selected for an alcohol and drug test concurrently will be paid for both tests (30 minutes). Pay for these tests will be retroactive to the time that the testing was first implemented. Such pay shall be over and above all other compensation and shall not be offset against guarantee.
- B. While the Company shall be responsible for avoiding illegalities in the scheduling of a pilot for random drug and/or alcohol testing, if it appears likely that a regularly scheduled pilot who, as the result of random testing, will not have twelve (12) hours free of all duty prior to his/her next regularly scheduled trip sequence, such pilot shall notify his/her flight manager of such fact. Such notification must be made prior to the commencement of such twelve (12) hour rest period. When such notification is made, the flight manager shall determine whether to release such pilot from testing, or to accept pay liability for the regularly scheduled trip sequence missed. Failure to notify the flight manager of an impending legality problem shall result in such pilot being retained in testing and forfeiture of any pay resulting from subsequent regularly scheduled trips missed.
- C. A pilot who, as a result of random drug and/or alcohol testing, becomes illegal for open flying proffer or assignment shall confer with such pilot's flight manager for resolution.

- D. The provisions of the Company's Workers Compensation program shall apply to a pilot while engaged in procedures required by this Agreement and/or FAA drug and/or alcohol testing regulations.
- E. A pilot who tests positive for drugs and/or alcohol away from base will be removed from the balance of his/her original sequence and scheduled for a deadhead to base in accordance with the Basic Agreement. Pay and credit will be based on the Company scheduled deadhead, however a pilot who misses a scheduled deadhead because of an independent test will deadhead to base as soon as possible after the independent test is completed. If an independent test causes a pilot to miss the last flight of the day, the Company will arrange and pay / reimburse for hotel accommodations.
- F. A pilot who tests positive for drugs and/or alcohol will be evaluated as expeditiously as possible, but normally no later than five (5) days after the pilot returns to base. The pilot's paid status shall be amended to unpaid status if the evaluation period exceeds five (5) days and the delay is caused by the pilot. The Chief Pilot will resolve any unusual circumstances that may delay scheduling the evaluation (e.g. vacation, etc.).
- ~~G. Company benefits will pay for substance abuse rehabilitation only one time in a pilot's career, unless mutually agreed by the Company and the Association.~~
- ~~G.H.~~ A pilot diagnosed as chemically dependent on alcohol who refuses treatment after evaluation will remain on paid sick leave until sick leave is exhausted, at which time the pilot may revert to MDSB or unpaid sick leave of absence at the pilot's option, subject to the provisions of this Agreement and of the Basic Agreement.
- ~~H.I.~~ A pilot, who successfully completes treatment and aftercare, will remain eligible for utilization of accrued sick leave. Upon exhaustion of accrued sick leave, the pilot will be placed on MDSB until a special issuance medical certificate is received from the FAA and the pilot returns to line flying, subject to the provisions of this Agreement and of the Basic Agreement.
- ~~I.J.~~ A pilot can use make-up, PVD's and/or CPA time to cover time lost.
- ~~J.K.~~ A pilot who loses pay as a result of being scheduled for a pre-sequence and/or mid-sequence alcohol test, shall have the events reviewed by their Chief Pilot for pay status.

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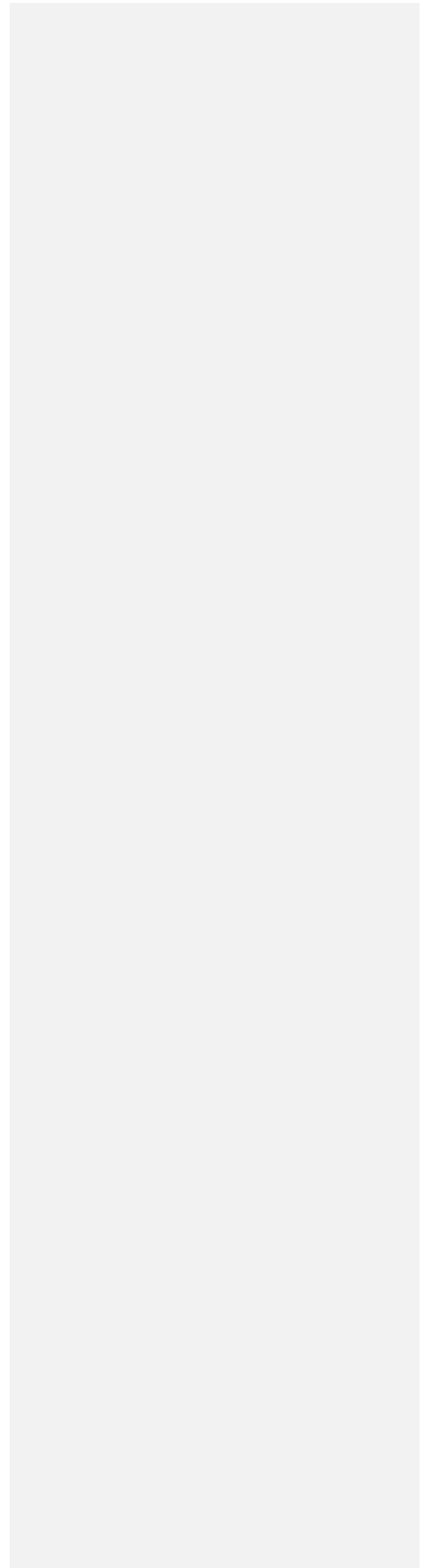
IN WITNESS WHEREOF, the parties hereto have signed this Agreement this ~~9th~~ \_\_\_ day of ~~February 2004~~\_\_\_\_\_.

FOR THE AIRLINE PILOTS  
IN THE SERVICE OF  
AMERICAN AIRLINES, INC.  
AS REPRESENTED BY  
THE ALLIED PILOTS ASSOCIATION

FOR AMERICAN AIRLINES,

~~/signed/~~  
Captain David J. Bates  
President

~~/signed/~~  
Denny Newgren  
Director, Employee Relations Flight



## APPENDIX A

DRUG CLASS	INITIAL TEST LEVEL	CONFIRMATORY TEST LEVEL	CONFIRMATORY METHOD
<b>AMPHETAMINES</b>	<b>500 ng/mL</b>		
Amphetamine		250 ng/mL	GC/MS
Methamphetamine		250 ng/mL	GC/MS
MDMA, MDEA, MDA		250 ng/mL	GC/MS
<b>BARBITURATES*</b>	<b>300 ng/mL</b>		
Amobarbital		300 ng/mL	GC/MS
Butalbital		300 ng/mL	GC/MS
Pentobarbital		300 ng/mL	GC/MS
Phenobarbital		300 ng/mL	GC/MS
Secobarbital		300 ng/mL	GC/MS
<b>BENZODIAZEPINES*</b>	<b>300 ng/mL</b>		
Alprazolam Metabolite		300 ng/mL	GC/MS
Oxazepam		300 ng/mL	GC/MS
Flurazepam Metabolite		300 ng/mL	GC/MS
Lorazepam		300 ng/mL	GC/MS
Nordiazepam		300 ng/mL	GC/MS
Temazepam		300 ng/mL	GC/MS
Triazolam Metabolite		300 ng/mL	GC/MS
<b>COCAINE METABOLITES</b>	<b>150 ng/mL</b>	<b>100 ng/mL</b>	GC/MS
<b>MARIJUANA METABOLITES</b>	<b>50 ng/mL</b>	<b>15 ng/mL</b>	GC/MS
METHADONE*	300 ng/mL	300 ng/mL	GC/MS
METHAQUALONE*	300 ng/mL	300 ng/mL	GC/MS
<b>OPIATES</b>	<b>2000 ng/mL</b>		
Morphine		2000 ng/mL	GC/MS
Codeine		2000 ng/mL	GC/MS
6-Acetylmorphine (6-AM)	10 ng/mL	10 ng/mL	GC/MS
<b>OPIATES SPECIAL*</b>	<b>300 ng/mL</b>		
Hydromorphone		300 ng/mL	GC/MS
Hydrocodone		300 ng/mL	GC/MS
Oxycodone		300 ng/mL	GC/MS
<b>PHENCYCLIDINE</b>	<b>25 ng/mL</b>	<b>25 ng/mL</b>	GC/MS
<b>PROPOXYPHENE*</b>	<b>300 ng/mL</b>	<b>500 ng/mL</b>	GC/MS

\* Expanded Company Panel

Drug/Metabolite	Screening Cutoff	Confirmation Cutoff
<b>Amphetamines</b>	<b>1000 ng/mL</b>	
Amphetamine		500 ng/mL
Methamphetamine		500 ng/mL
MDMA/MDA/MDEA	300 ng/mL	500 ng/mL
<b>Barbiturate</b>	<b>300 ng/mL</b>	
Amobarbital		300 ng/mL
Butalbital		300 ng/mL *
Pentobarbital		300 ng/mL
Phenobarbital		300 ng/mL *
Secobarbital		300 ng/mL

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<b>Benzodiazepine</b>	300 ng/mL	
OH-Alprazolam		300 ng/mL
OH-Triazolam		300 ng/mL
Desalkylflurazepam		300 ng/mL
Lorazepam		300 ng/mL
Nordiazepam		300 ng/mL
Oxazepam		300 ng/mL
Temazepam		300 ng/mL
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<b>Cocaine metabolites</b>	300 ng/mL	
Benzoylcegonine		150 ng/mL
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<b>Marijuana metabolites</b>	50 ng/mL	
9-carboxy-THC		15 ng/mL
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<b>Methadone</b>	300 ng/mL	
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<b>Methaqualone</b>	300 ng/mL	
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<b>Opiates</b>	2000 ng/mL	
Codeine		2000 ng/mL
Morphine		2000 ng/mL
6-Acetylmorphine (6-AM)		10 ng/mL
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<b>Opiates-Special</b>	300 ng/mL	
Hydrocodone		300 ng/mL
Hydromorphone		300 ng/mL
Oxycodone		300 ng/mL
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<b>PCP</b>	25 ng/mL	
PCP		25 ng/mL
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<b>Propoxyphene</b>	300 ng/mL	
Norpropoxyphene		500 ng/mL

APPENDIX B

Date: \_\_\_\_\_

MEDICAL REVIEW OFFICER

American Airlines

MD 4100 HDQ2

M.D. 4103 CPIV

4255 Amon Carter Blvd.

Fort Worth, Texas 76155

Fax - 817-931-2238

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REQUEST FOR TESTING OF SPLIT SPECIMEN

Verbal requests (from the employee only) will also be honored as required by DOT regulations

Please submit my split specimen to the retesting lab to reconfirm the presence of the drug or drug metabolite and/or for the adulterant detected in my primary specimen or to reconfirm a substituted test result. Testing will be conducted without regard to the cutoff concentrations used in testing the primary specimen. It is understood that the specimen sent to the retesting lab will be handled in accordance with DOT chain of custody regulations.

Print Employee's Name \_\_\_\_\_ Station \_\_\_\_\_

Employee Number \_\_\_\_\_ Social Security Number \_\_\_\_\_

Collection Date \_\_\_\_\_ Specimen ID# \_\_\_\_\_

Location of Collection \_\_\_\_\_

The retesting lab will be an HHS certified lab contracted by American Airlines.

Retesting Lab: Quest Diagnostics Forensic Lab

4770 Regent Blvd

Irving, Texas 75063

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\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Address City, State, Zip Phone

I hereby authorize the \_\_\_\_\_ to receive a copy  
(Name of Union)

of the results of my primary and split specimen tests.

Copy of original GC/MS and retest results to: Employee at address listed above

**INSTRUCTIONS :**

Fax **copy of** this form to Medical Review Office (MRO) at (817) 931-2238.

The employee is not required to pay for the test before the test takes place;

however, the company will seek reimbursement for the cost of the test from

the employee (or Union, if applicable) which currently costs \$~~104.50~~**75.00**

**per drug retest.**

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# American Airlines®

January 20, 2011

First Officer Neil Roghair  
Chairman, Negotiating Committee  
Allied Pilots Association  
14600 Trinity Boulevard, Suite 500  
Fort Worth, Texas 76155

RE: Supplement L – Drug and Alcohol Testing

Dear Neil:

This is to confirm the following understanding. During the course of negotiations which led to the parties' January 20, 2011 Tentative Agreement on Supplement L, the parties agreed to fully reserve their respective positions in connection with pending APA Grievance Nos. 10- 13 (International Drug Testing) and 10-14 (Conditional Reinstatement), and that neither parties' positions with respect to those grievances shall be prejudiced in any way by their reaching the January 20, 2011 Tentative Agreement on Supplement L.

If the above correctly states our understanding, please indicate by your signature below.

Very truly yours,

Dennis A. Newgren  
Managing Director  
Employee Relations

Agreed to this date:

Neil Roghair  
Chairman, Negotiating Committee  
Allied Pilots Association