

ARTICLE 20 - MEDICAL APPEALS/ARBITRATION

The Company may require a medical examination if there are reasonable grounds to believe that a Flight Attendant's health or physical condition is impaired in a way which impacts his/her ability to perform one or more of the essential job functions of the Flight Attendant position. When a disagreement arises over a Flight Attendant's medical clearance, both temporary and permanent, the procedures described below shall be considered the exclusive remedy under the contract for resolving such disputes. Nothing in this Article precludes the Company from referring a Flight Attendant to a Company designated physician or other medical provider/facility to assist the Company in making a determination regarding the Flight Attendant's ability to perform one or more of the essential job functions of the Flight Attendant position.

When a Flight Attendant is removed from service and is required by the Company to undergo a fitness for duty medical examination, the following provisions shall apply:

1. S/he will be notified in writing of the reason(s).
2. The cost of the examination shall be borne by the Company.
3. The Flight Attendant will be provided a written disposition within ten (10) business days following the Company's receipt of the written report of such examination.
4. Upon signing a medical release, the medical report will be provided to the Flight Attendant's treating physician within ten (10) business days of Company's receipt of the medical release from the Flight Attendant.

A. FLIGHT ATTENDANT RIGHT TO APPEAL

1. Temporary Restriction from Medical Clearance. When AA Medical assigns temporary work restrictions or is unable to make a determination regarding a Flight Attendant's medical clearance or work restrictions, the Flight Attendant shall be notified and AA Medical will initiate direct communication with the Flight Attendant.

a. A Flight Attendant who has been denied medical clearance by the Company may appeal such failure to clear to the AA Medical Review Board (hereinafter referred to as the "Board").

b. If such appeal is made, the Flight Attendant must promptly submit to the Board all medical information relating to that temporary restriction from any and all doctors/medical providers. The Board will consider all of that information as well as information contained in the Flight Attendant's Company Medical file pertaining to the restriction.

c. Once such appeal is received by the Board, that case will be taken up at its next meeting.

d. The Board will render a decision on the matter in a timely manner, normally not more than thirty (30) days from the date the appeal was heard. If the decision upholds the temporary restriction, the Flight Attendant has the right to avail him/herself of the procedures in Articles 28 and 29 of this Agreement. The Board's decision and notification will be considered as having fulfilled the requirements of Article 28.A.3., 4. and 5., and the Flight Attendant's appeal may immediately be submitted as a grievance and the case set for the next regularly scheduled meeting of the Quarterly System Board of Adjustment (hereinafter referred to as the "Quarterly SBA").

e. Once a case has been scheduled for the Quarterly SBA, if the Flight Attendant has not already been cleared to flight status, the parties may mutually agree to refer the case to the medical arbitration procedure described below; or, if heard and the Quarterly SBA arbitrator so rules, the case may be remanded to the medical arbitration procedure described below.

2. Permanent Restriction from Flight Duty. A Flight Attendant assigned a permanent medical restriction shall be notified in writing of such restriction.

a. A Flight Attendant who is denied medical clearance due to a permanent restriction has thirty (30) days from the date of notice of that permanent restriction to appeal the claim to the Board.

b. If a Flight Attendant has not seen his/her own doctor/medical provider prior to the restriction by the Board, a Flight Attendant must use his/her best efforts to see his/her own doctor/medical provider and submit reports pertaining to the permanent restriction to the Board as soon as possible.

c. It shall be the responsibility of the Flight Attendant to supply to the Board medical information related to the permanent restriction, when requested, including medical reports, test results, etc.

d. Once the Board is in receipt of all medical information related to that permanent restriction from the Flight Attendant's own doctor/medical provider, if the Board determines that the permanent restriction is still appropriate, the Board and the Flight Attendant's doctor/medical provider will agree upon and appoint a third qualified and disinterested medical examiner for the purpose of making a further medical examination of the Flight Attendant and rendering a definitive decision regarding the Flight Attendant's ability to perform one or more essential job functions of the Flight Attendant position. The parties will use their best efforts to make this appointment in a timely manner, considering the unique facts and circumstances of each case.

e. The appointed third medical examiner will review all of the medical documentation/reports in the case related to that permanent restriction and make a final determination regarding the permanency of the Flight Attendant's restriction to perform one or more of the essential job functions of the Flight Attendant position. Prior to the third medical examiner being appointed, s/he must be informed that such a determination shall be required in the case.

f. The appointed third medical examiner must also, in addition to examining the Flight Attendant, consult with both the Flight Attendant's designated doctor/medical provider and the Company Medical Department before making a decision. This consultation can be either in person or through a conference call with all parties listed above participating.

g. The appointed third medical examiner's determination will be final and binding on the Flight Attendant, the APFA and the Company, and is not appealable by any party. The appointed third medical examiner will render a decision in a timely manner, considering the unique facts and circumstances of each case.

h. The cost of the appointed third medical examiner is to be split equally between the APFA and the Company, except that if the Flight Attendant is returned to work by the third medical examiner the APFA will be reimbursed for the cost associated with the third medical examiner.,

3. Back Pay. A Flight Attendant who is returned to work through an arbitrator (under the provisions of paragraph 1. above) or appointed third medical examiner (under the provisions of paragraph 2. above) will receive pay equal to what s/he ordinarily would have earned, from the time that s/he should

have been returned to work, as decided by an arbitrator or appointed third medical examiner, to the time s/he actually returns to work.

B. TIME LIMITS/RETROACTIVE PAY

A Flight Attendant who has been permanently restricted from flight duty and who has not requested a review of the case within the required thirty (30) days shall, if later permanently restricted from flight duty by a Company medical examiner on a subsequent examination, be entitled to thirty (30) days in which to apply for a review of the subsequent examination. If the Flight Attendant is reinstated at that time, s/he will be entitled to retroactive pay only to the date of the later permanent restriction from flight duty.

C. CONFIDENTIALITY

Any information obtained by or as a result of a Company medical examination, or in conjunction with the procedures described herein, will be strictly confidential between the Company, the Company's medical examiner and the Flight Attendant, and will not be divulged to any other person without the Flight Attendant's written permission.

D. APFA HEALTH AND WELFARE COMMITTEE

The Company shall meet with the APFA Health and Welfare Committee, as necessary, to review issues related to Flight Attendant medical clearance.