

## SECTION 28 - MEDICAL EXAMINATIONS

- A. Except as otherwise provided in the Agreement, a Flight Attendant shall not be required to submit to any Company medical examination unless the Company determines that reasonable grounds exist to establish that a Flight Attendant's physical or mental health condition may impair the performance of her/his normal duties as a Flight Attendant. The Flight Attendant shall be notified in writing of such reasonable grounds. The medical or mental health examination authorized under Paragraph A shall be subject to the following conditions:
1. The Company shall choose the medical doctor or mental health professional (collectively referred to as the "health care provider") who will conduct the examination and shall be responsible for the cost of the examination and all related laboratory tests and other diagnostic procedures.
  2. The Company may submit to the examining health care provider an impartial written explanation of the circumstances giving rise to the request for the examination. The Flight Attendant shall be provided a copy of the Company's explanation at the same time the Company submits the explanation to the health care provider.
  3. If the Company's examining health care provider recommends that the Flight Attendant be examined by a specialist(s), the Flight Attendant shall be referred to the specialist(s). The Flight Attendant shall be examined by the specialist(s) at the Company's expense. The Flight Attendant shall receive a written explanation of the reasons for the further examination if she/he so requests. Nothing contained herein shall prevent the Company from making an initial referral to a specialist(s).
  4. Records of any examinations, laboratory and x-ray reports, or other diagnostic procedures shall be maintained by the examining health care provider(s). Any information obtained by or as a result of such examination(s) shall be strictly confidential between the examining health care provider(s) and the Flight Attendant and shall not be divulged to any other person without the specific written permission of the Flight Attendant except as provided in Paragraph A.6. The Flight Attendant shall receive copies of all evaluations, reports, diagnostic interpretations, and test results at the Company's expense.
  5. The examining specialist(s), if used, shall notify the Company's health care provider, in writing, of only those medical condition(s) that directly relate to the Flight Attendant's ability to perform the essential functions of her/his position.
  6. The Company's health care provider or examining specialist(s), if used, shall also advise the Company, to the extent requested to do so, as to the nature of the illness or injury; any restrictions required in connection with the injury or illness; and the estimated date of return to active flight status. No other information shall be provided to or requested by the Company.
  7. A copy of the written report(s) and finding(s) provided upon receipt by the health care provider(s) or specialist(s) to the Company shall also be provided to the Flight Attendant by the health care provider(s) or specialist(s). If the health care provider fails to provide the report(s) and finding(s), the Company shall provide the report(s) and finding(s) to the Flight Attendant, upon request.
- B. The Company will conduct any examination provided for in Section 28 in the metropolitan area in which the Flight Attendant resides, unless the Company is unable to locate a suitable health care provider to conduct such examination. If it is not possible for the Company to provide the examination in the area in which the Flight Attendant resides, the Company will furnish the Flight

Attendant with round-trip positive space transportation over the Company's system from the American Airlines station nearest her/his residence to the location of the health care provider. A Flight Attendant shall be provided lodging, transportation for travel from the airport to/from the location of the health care provider and reimbursement for reasonable actual meals.

If the Flight Attendant drives to the site of the examination, excluding any travel to reach the American Airlines station nearest the Flight Attendant's residence for the purpose of air travel, the Company shall reimburse the Flight Attendant for transportation at IRS minimum rates, reasonable actual meals and lodging, if she/he must travel more than twenty-five (25) miles from her/his residence to the site of the examination.

C. A Flight Attendant may appeal the Company health care provider's determination in the following manner:

1. The Flight Attendant, at her/his own expense, may retain a qualified health care provider (one whose medical practice or specialization is consistent with the findings made by the Company's health care provider) of her/his own choosing to examine the Flight Attendant to confirm or refute the results of the initial examination by the Company's health care provider.
2. The Flight Attendant shall sign a release and the Company's health care provider immediately shall forward her/his complete medical file to the Flight Attendant's health care provider prior to the subsequent examination.
3. The Flight Attendant's health care provider shall forward a written report outlining the results of the second examination to the Company's health care provider for review. If the Company's and Flight Attendant's health care providers make the same determination regarding the Flight Attendant's fitness for duty, there shall be no further review of the case.
4. In the event the findings of the Flight Attendant's health care provider disagree with those of the Company's health care provider, at the Flight Attendant's option, the Company and the Flight Attendant shall jointly request, in writing, that the two (2) health care providers agree upon and appoint a third qualified and disinterested health care provider who is a specialist in the appropriate field of medicine to conduct an independent examination, of the Flight Attendant. At least twenty-four (24) hours prior to the scheduled independent examination, the neutral health care provider shall be given copies of the Flight Attendant's medical files and all other reports and films relied on by the Company's and Flight Attendant's health care providers in making their determinations.
5. The neutral health care provider shall then examine the Flight Attendant and shall provide the parties' respective health care providers with a written report no later than ten (10) business days from the date of the examination. The medical dispute shall be settled on the basis of such findings and the parties agree to be bound by the determination made by the neutral health care provider regarding the Flight Attendant's fitness for duty.
6. The Flight Attendant and the Company shall each pay one-half (1/2) of the costs of the independent examination.

D. In connection with the procedures in Paragraphs A and C, if a Flight Attendant is withheld from service under the provisions of those Paragraphs and it is subsequently determined by the Company or the neutral health care provider that the Flight Attendant was actually fit to perform her/his duties, the Company shall take the following actions:

1. When a Flight Attendant is removed from flying status by the Company as a result of her/his failure to pass the Company's medical 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 this Section, be paid retroactively for time lost, the amount which she/he would

have ordinarily earned, based on a six (6) month average as an active Flight Attendant, had she/he been continued on flight status during such period.

2. If the Flight Attendant used any sick leave or vacation time while she/he was held out of service, such time shall be restored to the Flight Attendant's sick leave and vacation banks.
3. The Flight Attendant will be provided lost benefit accruals (i.e., sick leave, vacation, 401k match, applicable passes if any, FICA and other wage taxes, and insurance premiums).
4. All references to the medical dispute shall be removed from the Flight Attendant's personnel file and Flight Service file.

#### **E. GENERAL**

1. Any examination conducted under the provisions of this Section shall be performed within ten (10) business days of the receipt of the applicable written notification of the examination. Reasonable additional time shall be afforded to the examining health care provider so that she/he can receive and evaluate the results of special laboratory, x-ray, or other necessary tests. The parties may mutually agree, in writing, to waive or extend the time limits set forth above.
2. A Flight Attendant shall not be required to undergo any examination under the provisions of this Section within twelve (12) hours before or after a duty period.
3. Medical or mental health information obtained under the provisions of this Section shall be collected and maintained in separate medical files by the Company and shall be treated as confidential medical records consistent with the record keeping requirements of the Americans with Disabilities Act (ADA) and/or FMLA.
4. When required by a court order or other legal requirement to release medical information, the Flight Attendant shall be notified of such action before the Company complies with the court order.
5. Nothing herein shall prevent the Company from rendering first aid or medical service to a Flight Attendant in the event of illness or injury.
6. In the event a Flight Attendant is determined to be unfit to perform Flight Attendant duties as a consequence of the procedures described in Paragraphs A and C, the Flight Attendant may, at her/his option, receive Sick Leave benefits in accordance with Sick Leave, Section 9, from the date withheld from service.
7. Section 28 does not preclude any requirements by the Company's insurance administrators for additional medical examination and/or information related to benefit coverage, eligibility, and/or continuation.