

## 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