



SECTION 28: Physical Examinations

A. Requirement for Physical/Mental Health Examinations

1. A Flight Attendant, on active status or on inactive status returning to active status, will not be required to submit to a physical/mental health examination without the Flight Attendant's consent unless the Company has a reasonable basis to believe that such Flight Attendant's health or physical condition is impaired enough to question her/his ability to perform her/his job as a Flight Attendant, in which case the Flight Attendant will, upon written request, be furnished a copy of the medical examiner's report.
2. The Company shall bear the costs for all expenses, including travel expenses, and for all exams and tests, incurred under the provisions of A. of this Section, unless otherwise provided for in this section.
3. Initial Evaluation - A Flight Attendant who is requested by the Company to undergo a physical or mental health examination shall be referred to a designated medical service provider to schedule the examination.
4. Specialist Evaluation - When it is necessary for a Flight Attendant to receive an evaluation from a specialist, the Company will, whenever possible, find the necessary specialist in the local area of the Flight Attendant's residence or as close to it as possible.
5. If a Flight Attendant is removed from service in accordance with this provision, and, as a result of an initial Evaluation and/or Specialist Evaluation, it is determined that there was no physical or mental health condition justifying the removal from service, she/he shall be pay protected for any flying lost until such time as returned to active duty. Such removal shall not be considered a recordable occurrence.
6. If a Flight Attendant is removed from service in accordance with this provision, and, as a result of an initial Evaluation and/or Specialist Evaluation, it is determined that there is reasonable cause to remove the Flight Attendant from service, she/he shall be pay protected for any flying lost until she/he receives the results of the initial evaluation and/or specialist evaluation. Such removal shall not be considered a recordable occurrence. The Flight Attendant shall be placed on a medical leave.
7. In order to be eligible for the above pay protection, the Flight Attendant shall not take any action(s) to unreasonably delay the above process. However, delays due to the unavailability of physicians/specialists, the



canceled of appointments by physicians, and weather emergencies and other circumstances beyond the control of the Flight Attendant shall not be considered delays attributable to the Flight Attendant.

B. Failure to Pass Company Exam

A Flight Attendant who fails to pass a Company physical/mental health examination may at her/his option, have a review of her/his case in the following manner:

1. The Flight Attendant may employ a qualified medical examiner of her/his own choosing and at her/his own expense, for the purpose of conducting a physical examination for the same purpose as the physical examination made by the medical examiner on behalf of the Company.
2. The Flight Attendant shall furnish a copy of the findings of her/his medical examiner to the Company within thirty (30) business days following the Flight Attendant's receipt of the report of the Company's medical examiner. However, if extenuating circumstances not under the Flight Attendant's control, require additional time, fifteen (15) additional business days shall be granted upon request in writing by the Flight Attendant and/or physician. In the event that such findings verify the findings of the medical examiner employed by the Company, or if she/he fails to furnish such report to the Company within said time, no further review of the case shall be afforded.
3. In the event that the findings of the medical examiner chosen by the Flight Attendant are timely filed with the Company and they disagree with the findings of the medical examiner employed by the Company, the Company will ask that the two medical examiners agree upon the appointment as promptly as possible, but no later than ten (10) business days, of a third qualified and disinterested medical examiner, preferably a specialist, for the purpose of rendering a final binding opinion. Nothing herein shall preclude the Company from determining after the second exam that the Flight Attendant is fit for duty. In such instance, the provisions of C. below shall apply.
4. The said disinterested medical examiner shall then promptly make a further examination of the Flight Attendant in question and the case shall be settled on the basis of her/his findings. The disinterested medical examiner will be given a copy of the findings of the Company's medical examiner and of the Flight Attendant's medical examiner prior to making her/his examination. If the Flight Attendant is found to be fit for duty by the third independent medical examiner, she/he shall be returned to pay status within ten (10) days of the determination being provided in writing and received by the Company's designated medical service provider.



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5. The expense of employing the disinterested medical examiner shall be borne one-half (½) by the Flight Attendant and one-half (½) by the Company. Copies of such medical examiner's reports shall be furnished to the Company and to the Flight Attendant.
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1. When the Flight Attendant is removed from flying status by the Company as a result of her/his failure to pass the Company physical/mental health examination and such decision is subsequently reversed allowing the Flight Attendant to return to flying by the third disinterested medical examiner pursuant to B.4. above, she/he shall be made whole which shall include 1) being paid for any and all pairings missed or 2) minimum monthly guarantee or portion thereof as applicable or 3) the minimum daily guarantee for any reserve days missed; and she/he shall be reimbursed for all expenses (not covered by insurance) incurred under the provisions of B. of this Section.
 2. In order to be eligible for the above pay protection, the Flight Attendant shall not take action(s) to unreasonably delay the above process. However, delays due to the unavailability of physicians/specialists, the canceling of appointments by physicians, and weather emergencies and other circumstances beyond the control of the Flight Attendant shall not be considered delays attributable to the Flight Attendant.

D. Medical Files

1. A Flight Attendant, upon execution of a release, may request that a copy of her/his medical records maintained directly by the Company's designated medical service provider be sent to her/his personal physician. Requests for a Medical Release should be sent to the employee's Area Medical Location and to the attention of the Area Medical Director. A medical release form may be obtained from the Medical Department. Reasonable charges for copying shall be borne by the Flight Attendant.
2. A Flight Attendant may review her/his complete file maintained by the Company's designated medical service provider by appointment during mutually convenient times. A nurse employed by the Company's designated medical service provider will be present during the review.
3. Except as restricted by applicable law, per paragraph D.1. above, copies of specific reports and related diagnoses, narratives, notes, writings, etc. (if applicable) pertaining to the Flight Attendant and maintained by the Company's designated medical service provider will be provided to the Flight Attendant upon written request and execution of a medical release form. Reasonable charges for copying shall be borne by the Flight Attendant.



4. Copies of specific reports and related diagnoses, narratives, notes, writings, etc. (if applicable) prepared by a health care provider contracted by the AAG Corporation, Envoy Air Inc., its agents, successors, assigns or alter-egos, relied on by Envoy Air Inc. and/or the Company's designated medical service provider to apply temporary or permanent work restrictions will be provided to the Flight Attendant and her/his personal physician upon request of the Flight Attendant directly to the health care provider. Should the Company be in possession of said reports, the Company will provide a copy to the Flight Attendant and her/his personal physician upon request. It is understood that the Flight Attendant will comply with any processes or requirements established by the specific health care provider or the Company to obtain medical records. The Flight Attendant will not be charged for a copy of the medical records.