

ARTICLE 17

MEDICAL EXAMINATIONS

There has been Medical Examination language in our CBA since the very first contract. However, much of that language has remained the same since 1978 and there have been multiple grievances in recent years that highlighted the need for a major overhaul of this article. TA 2024 added some critical protections for our Flight Attendants that may be required to go through the medical examination process. All of the changes that were made are to the benefit of our workgroup by adding protections and defining a clear process. The changes to this article DO NOT give the Company greater ability to send people for medical exams than they had before. In fact, there is now language that requires that the Company have a reasonable basis to question a Flight Attendant's ability to safely perform their job duties, which was not a requirement prior to this change in language.

All medical examinations as required by the Company and reports under this Article will only refer to the relevant medical findings, timeframe, medical condition, and history as determined by the qualified health care provider necessary for the determination of fitness for duty.

For the purposes of this Article: a qualified healthcare provider must have qualifications consistent with a doctor of medicine or osteopathy; and, "fitness for duty" is defined as the ability to safely perform the job functions of the Flight Attendant position with or without a reasonable accommodation.

The Company, Union and Flight Attendant will cooperate to complete the processes below as expeditiously as possible.

1. FITNESS FOR DUTY PROCESS

If the Company has a reasonable basis to question a Flight Attendant's ability to safely perform her/his duties, she/he may be required, at the Company's expense, to undergo an examination reasonably related to the Company's cause for concern, by a qualified health care provider with relevant expertise, chosen by the Company. The Company will conduct any examination provided for by this Article near the Flight Attendant's place of residence whenever possible. The Company examination may warrant a referral by the qualified health care provider to a specialist with relevant expertise to determine fitness for duty.

- A. The Company will notify the Flight Attendant in writing when she/he is required to undergo a medical examination to determine fitness for duty. The written notification will be emailed to the Flight Attendant's Company email address. The written notification will include:

1. Name of the third-party vendor that will assist with scheduling and other matters related to the examination process, if applicable;
 2. The reason for such request;
 3. Name and contact information of the Company's internal designee who will facilitate the process;
 4. The Flight Attendant's work status pending results of the medical examination(s), which may change during the process; and,
 5. Notification of the Flight Attendant's right to Union representation.
- B. If a Flight Attendant is on active status at the time of written notification, she/he will be pulled from scheduled assignments and placed on a Company Convenience leave until the results of her/his medical examination are received. The Flight Attendant will be paid as follows:
1. The Flight Attendant will be paid for the pulled assignments that were reflected on his/her screen as of the date and time the notification is initiated.
 2. If the leave period in Paragraph B. above exceeds the Flight Attendant's awarded bid periods, she/he will be compensated a daily TFP rate beginning with the first un-awarded bid period. The daily TFP rate will be based upon her/his personal duty average derived from the 13 weeks of active duty immediately preceding the initiation of written notification.

The daily TFP rate for the purpose of establishing the personal duty average will be determined by adding together the trip pay (including vacation, sick pay, and any premium pay) earned during the thirteen (13) weeks of active duty excluding bonus payments, per diem payments, or any other calculation of the Flight Attendant's salary continuation. Following is a list of items that will not be included in the calculation of the Flight Attendant daily TFP rate: Workers compensation payments, weeks without trips due to the Flight Attendant's original schedule, medical leaves or sick leave without compensation, and personal leaves without pay; however, weeks without compensation due to 'give aways' will count in the averaging. The sum of the thirteen (13) weeks pay will be divided by thirteen (13) and the result will be the base rate.

A Flight Attendant working less than 13 weeks preceding the initiation of written notification will have the daily TFP rate established by adding together all trip pay earned for the total number of weeks worked preceding the initiation of written notification. The sum of the trip pay earned will be divided by the total number of weeks worked and the result will be the daily TFP rate.

- C. If the Flight Attendant is returning from inactive status and at that time the Company requests a medical examination to determine fitness for duty, and if held out of service, she/he will be compensated the daily TFP rate as outlined in B.2 above until the results of her/his medical examination are received.
- D. If the Flight Attendant is deemed fit for duty by the Company's qualified health care provider, she/he will be returned to work and Article 10.1.A.8 will apply. The Flight Attendant will be compensated in accordance with Section B.1 or B.2 above, as applicable, until she/he is returned to active status. Flight Attendants required to complete a training event in order to gain active status will be compensated in accordance with Section B.1 or B.2 above, as applicable, through the day prior to the training event.
- E. If the Flight Attendant is deemed unfit for duty by the Company's qualified health care provider, she/he will be placed on medical leave as outlined in Article 15. However, she/he may dispute the Company's qualified health care provider findings as outlined in Section 2 below. She/he may elect to be paid from available sick leave bank or unused vacation until the resolution of the dispute process.
- F. The Company will provide to the Flight Attendant the qualified health care provider's complete medical report no later than five (5) business days from the Company's receipt. The Flight Attendant will be copied on all documentation and/or written information provided to the qualified health care provider by the Company and/or third-party. All documents/correspondence will be emailed to the Flight Attendant's Southwest Airlines email address.

2. FLIGHT ATTENDANT DISPUTE PROCESS

The Flight Attendant may dispute the Company qualified health care provider's determination as outlined below.

- A. Within fifteen (15) calendar days of the date she/he is presented the Company qualified health care provider findings including, but not limited to, a copy of the complete medical report and all documentation and/or written information provided to the qualified health care provider by the Company and/or third-party, she/he may employ a qualified health care provider with relevant expertise of her/his own choosing and at her/his own expense for the purpose of conducting a medical examination for the same purpose as the medical examination made by the qualified health care provider employed by the Company.
- B. A copy of the findings of the qualified health care provider chosen by the Flight Attendant shall be furnished to the Company within fifteen (15) calendar days following the rendering of the findings, and in the event that such findings verify the findings of the qualified health care provider employed by the Company, no further medical review of the case shall be afforded.
- C. In the event that the findings of qualified health care provider chosen by the Flight Attendant disagree with the findings of the qualified health care provider employed by the Company, the Company will, at the written request of the Flight Attendant, ask that the two (2) qualified health care providers agree upon and appoint a neutral qualified health care provider with relevant expertise, for the purpose of making a further medical examination of the Flight Attendant. The Flight Attendant must submit the written request within seven (7) calendar days from the date her/his qualified health care provider's report is furnished to the Company and the Flight Attendant. The Company will then have seven (7) calendar days to ask the two (2) qualified health care providers to appoint the neutral qualified health care provider.

The Company will notify the Flight Attendant in writing when the two (2) qualified health care providers have been contacted and will copy the Flight Attendant on all documentation and/or written information provided to the qualified health care provider by the Company and/or third-party. All documents/correspondence will be emailed to the Flight Attendant's Southwest Airlines email address.

Absent a mutually agreed extension within these time limits, in the event that either party fails to submit such a written request, the results of the other party's original examination shall govern. The neutral qualified health care provider will be agreed upon as expeditiously as possible.

- D. Such three (3) qualified health care providers, one (1) representing the Company, one (1) representing the Flight Attendant affected, one (1) neutral qualified health care provider approved by the Company qualified health care provider and the Flight Attendant's qualified health care provider, will constitute a board of three (3), the majority vote of which will decide the case. The board of three (3) will render their decision as expeditiously as possible. The Flight Attendant and the Company will be provided a copy of the board's decision as soon as possible after the decision is rendered with verified receipt of delivery.
- E. If the majority of the board of three (3) qualified health care providers decides the Flight Attendant is fit for duty, the Flight Attendant will be returned to work and Article 10.1.A.8 will apply. Any sick leave used during a medical leave associated with this process will be restored to her/his sick leave bank.
- F. If the majority of the board of three (3) qualified health care providers decides the Flight Attendant is unfit for duty, the Company will present available options to the Flight Attendant which may include, but is not limited to, Medical Leave per Article 15, if applicable.

3. **GENERAL**

- A. The expense of employing the neutral qualified health care provider shall be borne equally by the Company and the Flight Attendant. Copies of such neutral qualified health care provider's report shall be furnished to the Company and to the Flight Attendant.
- B. All medical records and information will be kept confidential. The medical information obtained will be maintained in a separate medical file and treated as a confidential medical record, except that Supervisors and Managers may be informed regarding necessary restrictions on the work or duties of a Flight Attendant and necessary accommodations; and provided further, first aid and safety personnel may be informed, when appropriate, if a medical condition might require emergency treatment.