

4. A Flight Attendant may make up any sick leave used for illness or injury in accordance with the open flying provisions at any time in the two (2) subsequent schedule months.
5. In the event a Flight Attendant goes on sick leave while away from her/his domicile and if unable to immediately return to her/his domicile, meal and lodging expenses shall continue to be paid by the Company for the first forty-eight (48) hours of such illness provided she/he has not been hospitalized. This forty-eight (48) hour period may be extended with the approval of the domicile manager.
6. For personnel record keeping and pay purposes, a Flight Attendant shall not be considered on sick leave on the days she/he was not scheduled to be available for flight duty.
7. All accrued sick leave will be canceled if employment ceases for any purpose and no payment for such accrual shall be made at any time.
8. Flight Attendants are not required to disclose the nature of a personal illness or injury except to the United Medical Department.

SECTION 20
PHYSICAL EXAMINATIONS

- A. A Flight Attendant shall not be required to submit to any Company physical examination in excess of one (1) in any twelve (12) month period. In the event that there are reasonable grounds to believe that a Flight Attendant's health or physical condition is impaired, the Flight Attendant may be required to submit to another physical examination. The Flight Attendant shall be notified in writing of such reasonable grounds.
 1. Flight Attendants may be required to leave their home domicile for physical examinations, and shall be provided with non-revenue positive space (NRPS) transportation and shall be reimbursed for reasonable actual expenses and any flight time credit lost. Flight Attendants may elect to take their physical examinations on a layover, if desired.
 2. Flight Attendants shall be given four (4) weeks written notice that regularly scheduled physical examinations are due. After such notice is given, Flight Attendants shall be given a sixty (60) day period in which to complete their physicals.
- B. Company required physical examinations shall be performed by a Company doctor or by a doctor designated by the Company. Any physical examination required by the Company shall be paid for by the Company. Inoculations, vaccinations and x-rays required by public law as a condition of employment or continued employment as a Flight Attendant shall be paid for by the Company.
 1. In the event of physical examination performed by the Company doctor, the Flight Attendant shall be furnished with a copy of the Company doctor's report.
- C. All information contained in or related to a Flight Attendant's medical file shall be kept confidential and not released to anyone except by the Flight Attendant's specific written consent. When required by a court order or other legal requirement to release information, the Flight Attendant will be notified of such action.
- D. Where a disagreement exists over a Flight Attendant's ability to work, a Flight Attendant, at her/his option, may have a review of the case. The request for such review must be made within thirty (30) days of notice of

the disputed decision by the Company's doctor. Such review will proceed 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.
2. The employee will arrange for a report and recommendation of her/his personal doctor to be made in writing to the Company physician. This report must be made within forty (40) days of the disputed decision by the Company's doctor. The personal doctor will specify whether or not the Flight Attendant is considered medically fit to perform the duties outlined in the Flight Attendant job description. In the event both doctors reach the same conclusion as to fitness, no further review will be afforded.
3. In the event that the findings of the medical examiner chosen by the Flight Attendant shall disagree with the finding of the medical examiner employed by the Company and upon receipt of the attending physician's report, the Company physician will advise the Flight Attendant's Manager that a disagreement exists. The Manager will in turn communicate this to both the employee and the LEC President.
4. If the Flight Attendant remains unwilling to accept the findings of the Company physician and wishes to pursue medical arbitration, she/he will so advise the Manager in writing.
5. After consultation with WHQLR - Labor Relations, the Manager will review the Section 20.D. procedures for medical arbitration with the Company physician.
6. The Company physician will promptly contact the Flight Attendant's personal doctor and the two shall, within fifteen (15) days, agree upon a disinterested third doctor to determine the Flight Attendant's fitness for work. With respect to cost, the two doctors should consider that the fee for the neutral's examination is shared equally by the Company and the Flight Attendant.
7. When the neutral doctor has been selected, the Company doctor will provide the neutral's name and address to the Domicile Manager who will send written confirmation with copies to the Flight Attendant, the MEC and LEC Presidents, WHQLR-Labor Relations and the other two doctors. Such written confirmation will be on a standard form letter, mutually agreed upon by the Company and the Union.

8. The neutral doctor's decision will not be made until:
 - a. The employee's complete medical file with respect to the illness/injury has been reviewed.
 - b. Appropriate examination has been accomplished.
 - c. Personal consultation with both the Company's physician and the employee's personal doctor has been accomplished.
9. The neutral doctor will make a written report of his findings to the Company physician and the employee's personal doctor.
10. The Company doctor will communicate the neutral's decision of fitness to the Domicile Manager who will, within three (3) working days, notify the employee with copies to the MEC and LEC Presidents and WHQLR - Labor Relations. Return to work status, if appropriate, will be arranged without delay.

Throughout the process, the non-medical Company and Union participants should absolutely avoid any discussion pertaining to the actual or possible medical diagnosis and related matters. Medical confidentiality between the Flight Attendant and the doctors must be strictly maintained. The non-medical Company and Union officials are only to be concerned with whether the employee is ultimately judged medically fit to perform the work.

Onboard Service management will only deal with United physicians on medical matters involving Flight Attendants. They will not deal directly with outside consultants, neutral doctors or a Flight Attendant's own physician, except on administrative matters. In the event one of these outside doctors initiates a contact on a medical matter to a person in management, that doctor should be referred to United Medical.

- E. When a Flight Attendant is removed from flying status by the Company as a result of failure to pass the Company's physical 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 Paragraph D of this Section, be paid for the time lost the difference between the amount which she/he would ordinarily have earned had she/he been continued on flight status during such period and the amount received from any other employment or unemployment compensation during the period removed from flight status.