

## SECTION 15

### MEDICAL STANDARDS

#### A. General

1. Pilots shall meet the medical standards and possess a valid medical certificate consistent with the FAA standards including its waiver, limitations, restriction, special issuance and related FAA policies for the class of medical certificate required for the pilot's crew seat.
2. Each pilot shall validate, through VIPS, the issuance of his new medical certificate not later than the earlier of the following:
  - a. 48 hours prior to the end of his due month; or
  - b. 0900 LBT the day prior to the start of any trip(s) scheduled to terminate either:
    - i. after the expiration of the pilot's medical certificate; or
    - ii. within 48 hours of the expiration.
3. While a VIPS notification(s) of a pilot's pending FAA medical certificate expiration is provided to each pilot, it is the pilot's responsibility to know and meet the medical standards by possessing a valid FAA medical certificate. Failure of a pilot to receive a VIPS notice shall not excuse the pilot's failure to maintain his/her valid FAA medical certificate. If a pilot fails to provide the Company with confirmation via VIPS that he has a valid medical certificate as required by this paragraph, before 0900 LBT on the day prior to the showtime of a trip or R-day scheduled to start within the time period as stated in Section 15.A.2., the trip or R-day shall be removed without pay, and the pilot shall not be eligible for make-up. Trip(s) or R-day(s) shall no longer be removed after the pilot provides the Company with the required validation.

#### B. Company Payment of FAA Medical Exam Expenses

1. The Company shall cover an active pilot's cost of annual or semiannual FAA medical examinations including the cost of a required EKG, up to an annual maximum of \$275, which shall increase to an annual maximum of \$300 on January 1, 2014. The pilot shall use the Company issued travel card if accepted by the provider. If the provider does not accept the Company issued credit card, the pilot must comply with normal non-travel reimbursement procedures that require an itemized list of the services performed by the FAA physician (i.e., FAA physical, EKG if any, physician's office, date, charge).
2. If an active pilot incurs medical expenses in order to qualify for an FAA medical certificate, which are not covered by Section 15.B.1., the following shall apply:
  - a. If submitted within 90 days after having incurred the expense, the Company shall reimburse such pilot for the non-routine medical expenses if:
    - i. the expenses were incurred at the direction of either:
      - (a) the FAA; or
      - (b) an FAA designated Aviation Medical Examiner (AME) who reasonably concluded that, in light of FAA requirements, it was necessary to perform a non-routine medical procedure in order for the active pilot to obtain or maintain his FAA medical certificate; or
    - ii. the expenses were incurred in order to obtain a special issuance FAA medical certificate, as required by the FAA.
  - b. A pilot who incurs medical expenses covered by Section 15.B.2. shall submit or cause to have submitted a medical insurance claim for any such expenses that are covered by insurance. The pilot shall provide a copy of any response(s) to the medical insurance claim to his flight manager (currently titled Assistant Chief Pilot) within a reasonable time after receiving same. The pilot shall remit to the Company the amount of any insurance claim that was both paid by the Company and reimbursed by the insurance plan. The primary purpose of Section 15.B.2.b. is to allow any group health insurance discount to be recognized for medical charges that arise out of this section and to

avoid any double payment being made for the same service. If a pilot gets reimbursed from both the Company and the service is also covered and paid through the group health plan, the pilot may receive a reimbursement from the health care provider for an overpayment that actually belongs to the Company. In this case, a pilot should remit or cause to have remitted the extra monies paid back to the Company.

#### C. Alcohol and Drug Testing

The Company may test pilots for drugs and alcohol only in accordance with the following:

1. The Company shall maintain the drug and alcohol testing programs that are in use on the effective date of this Agreement, as long as such testing is mandated by law or regulation. The term "programs" includes the type of specimen collected, substances for which a pilot is tested, the methods of testing and the thresholds at which testing is conducted.
  - a. If any change in a testing program is mandated by law or regulation and the law or regulation does not afford multiple options of compliance, the Company shall give the Association notice and shall consult with the Association at a mutually agreeable time and location concerning such change.
  - b. If a law or regulation mandates that a testing program be changed, but affords multiple options by which compliance can be achieved, then the Company and the Association shall meet to discuss the available alternatives. The initial meeting shall commence no later than 60 days following the date the final rule regarding the alternative methods is published in the Federal Register. Should the parties be unable to mutually agree on an alternative testing method within 60 days, then each side may elect to advocate an alternative before a mutually selected arbitrator from the non-disciplinary panel. The parties' presentations shall be in writing unless either party elects an in-person hearing. The arbitrator shall select the method of testing from the two alternatives presented. If the Company is required to implement a change prior to the conclusion of the process described in this paragraph, nothing in this paragraph shall prevent it from doing so (subject to change depending on the outcome of the Section 15.C.1.b. process).
  - c. The Company may implement a non-mandatory change in a testing program only with the written consent of the Association.
2. The Company shall maintain the FedEx Drug and Alcohol Rehabilitation and Recertification Plan for Flight Crewmembers (HIMS program) that complies with FAA directives regarding pilots who require an Authorization for Special Issuance of a Medical Certificate. Such Plan shall continue to contain full Company participation (including monitoring) in rehabilitating, and returning to work, those pilots who need professional treatment, along with insurance coverage for medical and associated bills in accordance with the terms of those plans as provided in Section 27. Such Plan shall continue to contain payment by the Company of the initial evaluation and the associated psychiatric/psychological evaluation required in conjunction with the petition for a Special Issuance Medical Certificate as provided in Appendix H of the FOM.
3. If the Company has a reasonable basis to believe that a pilot's ability to perform his duties is impaired for reasons relating to substances not covered by the legally mandated drug testing programs referred to above, the pilot's case shall be handled as provided in Section 15.D.

#### D. Company Mandated Medical Examinations

1. The VP of Flight Operations, the System Chief Pilot, a Regional Chief Pilot, or a Chief Pilot may direct a pilot to contact or see the Company's aeromedical advisor if the Company has a reasonable basis to question whether a pilot has developed or recovered from an impairment to his ability to perform his duties as a pilot.
2. A pilot in an active pay status who is directed to contact or see the Company's aeromedical advisor, shall be removed from any conflicting scheduled activities with pay until the aeromedical advisor determines whether the pilot is fit for flight duty.
3. After the Company's aeromedical advisor consults and/or meets with the pilot, by written notice, he may require the pilot to undergo a test(s), medical examination(s), and/or an evaluation(s) by the advisor or a physician designated by the aeromedical advisor. Upon the pilot's request, the aeromedical advisor shall consult with the pilot to review and discuss the aeromedical advisor's rationale for his concerns and the necessity of the prescribed examinations/evaluations.

4. The Company shall pay for all examinations, tests or evaluations performed or directed by its aeromedical advisor. If the pilot needs to travel from the pilot's permanent, primary address in connection with a Company directed examination(s), test(s) and/or evaluation(s) pursuant to this paragraph, the Company shall provide and arrange transportation, lodging and per diem as provided in Section 5.
5. Following the Company's aeromedical advisor's review of the results of the examination(s), test(s) and/or evaluation(s), a determination and written notice of same shall be sent to the pilot. The notice shall state the specific grounds for the determination. The determination shall be made in accordance with the following:
  - a. If the Company's aeromedical advisor finds the pilot fit for duty, and the pilot agrees, the pilot shall remain on or return to active flight status without loss of pay.
  - b. If the Company's aeromedical advisor finds the pilot not fit for duty, and the pilot agrees, he shall be placed on sick leave, disability or medical leave of absence, as applicable.
  - c. If the Company's aeromedical advisor finds the pilot fit for duty, and the pilot disagrees, then:
    - i. if the pilot supplies the Company's aeromedical advisor with medical documentation substantiating his disagreement, he shall be placed or remain on sick leave, disability or medical leave of absence, as applicable. He shall remain in that status until his case is resolved as provided in Section 15.D.7. (below).
    - ii. if the pilot does not supply medical documentation supporting his disagreement within 30 days from receipt of the Company's aeromedical advisor's determination, he shall be placed on personal leave of absence. If warranted by extenuating circumstances, the System Chief Pilot shall extend the 30 day period. If the pilot subsequently supplies the required documentation, his status shall be determined pursuant to Section 15.D.5.c.i. (above).
  - d. If the Company's aeromedical advisor finds the pilot not fit for duty and the pilot disagrees, the pilot shall be placed or remain on sick leave, disability or medical leave of absence, as applicable, until the Company's aeromedical advisor determines the pilot to be fit for duty, or his case is resolved as provided in Section 15.D.7. (below).
6. The Company shall give written notice to ALPA that the Company's aeromedical advisor has issued a direction to a pilot under Section 15.D.3 or that the Company's aeromedical advisor has issued a determination to a pilot under Section 15.D.5. Such notice shall occur as close in time to the Company's aeromedical advisor's notice to the pilot as is reasonably practical under the circumstances.
7. If the pilot disagrees with the Company's aeromedical advisor, the pilot shall engage, at his expense, a second physician to evaluate his medical condition. Unless otherwise agreed to on a case-by-case basis, the second physician shall be a physician designated as the Association's Aeromedical Advisor or a physician qualified to diagnose and treat the pilot's underlying medical condition. If the pilot fails to provide the second physician's evaluation within 30 days following the Company's aeromedical advisor's determination, the pilot may remain on sick, disability or medical leave or be placed on personal leave of absence, as applicable, until he provides the second physician's evaluation to the Company's aeromedical advisor. If warranted by extenuating circumstances, the System Chief Pilot shall extend the 30 day period.
  - a. If the second physician agrees with the opinion of the Company's aeromedical advisor, the pilot shall return to active flying status or remain or be placed on sick leave, disability or medical leave of absence consistent with the Company's aeromedical advisor's findings.
  - b. If the second physician disagrees with the opinion of the Company's aeromedical advisor, a Medical Review Panel (hereinafter MRP) shall be convened to decide whether the pilot, in their opinion, meets the standards for holding and exercising the privileges of the pilot's medical certificate. Pending the MRP's determination, the pilot shall be placed or remain on sick leave, disability or medical leave of absence, as applicable.
    - i. An MRP shall be composed of the Company's aeromedical advisor, the physician engaged by the pilot as provided Section 15.D.5. (above), and a third physician qualified to determine the medical issue in question. The third physician shall be selected by agreement between the Company's aeromedical advisor and the pilot's physician.

- ii. As soon as practicable, the MRP shall consult and determine whether the pilot, in their opinion, meets the standards for holding or exercising the privileges of the pilot's medical certificate.
  - (a) Questions regarding the pilot's medical condition shall be resolved based on the MRP's determination. The pilot shall remain on or return to active flight status, sick leave, disability or medical leave of absence consistent with the MRP's determination as applicable.
  - (b) If the MRP rules that a pilot is fit for duty and the pilot still disagrees, the pilot shall be placed on personal leave of absence.
  - (c) If the MRP's determination disagrees with the opinion of the Company's aeromedical advisor, then:
    - (1) the Company shall make adjustments, including retroactive adjustments (e.g., back pay or restoration of sick leave), if applicable, that are necessary to make the pilot whole consistent with the MRP's determination; and
    - (2) the Company shall reimburse the pilot for all reasonable costs and expenses he incurred in connection with the determination of his medical condition pursuant to Section 15.D.7. (this paragraph).

8. Questions regarding the medical condition of a pilot who has applied for or is receiving a benefit(s) pursuant to Section 27 or 28 shall be resolved in accordance with the provisions of the applicable benefit plan(s).

#### E. Medical Examination Documentation

Upon request, the Company's aeromedical advisor, the pilot and the pilot's physician or a physician associated with the Association's aeromedical office, as applicable, shall be provided a copy of any report or medical record relating to any medical examination, test or evaluation of that pilot conducted pursuant to this Section. However, in cases where the Company's aeromedical advisor believes that direct pilot access to information contained in the medical records regarding a specific diagnosis of a terminal illness or a psychiatric condition could be detrimental to the pilot or the pilot's health, the aeromedical advisor may inform the pilot that access will only be provided to a designated representative of the pilot having specific written consent.

#### F. Effect on Certain Legal Rights

Nothing in this Section shall be construed to guarantee, deny or limit a pilot's right to FAA, NTSB or judicial appeal procedures, nor shall it preclude the Company from assisting a pilot with medical problems to regain his medical certificate and return to flight status. This assistance may also include directing the pilot to challenge or appeal the results of adverse findings to the Federal Air Surgeon. All costs of any Company directed challenge/appeal shall be paid by the Company.

#### G. Limitation of Medical Procedures

1. Flight Management shall not require a pilot to submit to a psychological or psychiatric examination. However, flight management may refer a pilot to the Company's aeromedical advisor in accordance with Section 15.D.1. (reasonable basis to question fitness). A pilot may be required to undergo a psychological/psychiatric examination if directed by the Company's aeromedical advisors based on their independent evaluation, in accordance with Section 15. The evaluation conducted by the Company's aeromedical advisors is expected to include contact with the pilot and any other preliminary evaluation that is necessary in order to reach an independent, informed decision as to the need for further testing.
2. Nothing contained in this Section shall be construed to permit the Company to require a pilot to submit to any medical treatment or invasive procedure which is not consistent with reasonable and current medical practice or which poses an unreasonable threat to the pilot's health. This paragraph shall not be construed to prohibit testing for drugs, alcohol and, if applicable, other substances pursuant to the provisions of Section 15.C. (above).
  - a. If the Company's aeromedical advisor determines that a treatment, procedure or evaluation is appropriate in the circumstances of a case, he shall consult with the pilot's physician or a physician associated with the Association's aeromedical office, as applicable, for the purpose of determining

the permissibility of that treatment, procedure or evaluation under the provisions of Section 15.G. (this paragraph). The issue shall be resolved by mutual agreement of those 2 physicians.

- b. If the 2 physicians cannot agree, the matter shall be submitted immediately to a third physician selected by the Company and the Association. The Company, the Association and the pilot shall be bound by the findings of the third physician. The fees and expenses of the third physician shall be shared equally by the Company and the Association or the pilot; provided, however, that if the third physician agrees with the pilot, the Company shall reimburse the pilot for all reasonable costs incurred in connection with this paragraph.

#### H. Confidentiality of Medical Information

All reports and records of any medical examination, test or evaluation of a pilot pursuant to this Section shall be strictly confidential between the Company's aeromedical advisor and the pilot. Those reports and records shall not be divulged, except in the administration of this Agreement on a "need to know basis" or as required by law, to any other person or entity without the written permission of the pilot. If required by law to divulge, the Company shall provide the pilot notice of such, and upon the request of the pilot, provide the pilot with a copy of such records and reports, unless prohibited by law from doing so. If the final determination of a pilot's medical condition pursuant to this Section is that the pilot is not medically fit for duty, the Company's aeromedical advisor may provide a report regarding the pilot's medical condition to officials in the Benefits Department on a "need to know" basis. Those officials shall receive only as much information as is necessary for them to perform their job functions.

#### I. General

Nothing in Section 15 shall be construed to limit the Company's authority to act in accordance with Section 19. Disciplinary issues arising out of the application of Section 15 shall be handled in accordance with Sections 19 and 21.