

**CONFIDENTIAL**

**Company Packaged Proposal**  
**Articles 11, I.11, 20, 30, I.30, 32, 34, I.34**  
**Date: 4/2/2009**

JA 170  
4.2.09  
mm  
4/2-09  
STHEI

Article 11 and I.11 – Language

- Accept Company's 3/26/09, version 4.0 proposal with the following additions:
  - 11.D. and I.11.D. – APFA bid denial vacation pay protection\*

Article 20 – Medical Appeals / Arbitration

- Accept Company's 3/31/09, version 7.0 proposal

Article 30 – General

- Accept Company's 3/31/09, version 2.0 proposal
  - TA article with the understanding that the parties preserve their right to bargain with respect to 30.K.

Article I.30 – General

- Accept Company's 3/31/09, version 1.0 proposal
  - TA article with the understanding that the parties preserve their right to bargain with respect to I.30.K.
  - Remove inoculations from I.30.N.

Article 32 – Health and Safety Committees

- Accept APFA's 4/1/09 proposal

Article 34 and I.34 – Purser

- Accept APFA's 3/31/09 proposal including:
  - 34.E. – APFA bid denial vacation pay protection\*
  - I.34. – Purser Flex Test

But not:

- I.34.A. – Delete proposed language

\*Vacation pay protection may be affected by changes in Article 6 – Vacation

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# **Company Proposal – Flight Attendants Article 20 – Medical Appeals / Arbitration Version 7.0 Date: 3/31/2009**

### **PROPOSAL:**

- 20.A.2.h. - Modify to include “Should the Flight Attendant be returned to work by the third medical examiner the APFA will be reimbursed for the cost associated with the third medical examiner”

### **New Language in Introductory Paragraph:**

- A Flight Attendant who is removed from service and required by the Company to undergo a fitness for duty medical examination will be notified in writing of the reason(s)
- If a Flight Attendant is removed from service and required by the Company to undergo a fitness for duty medical examination, the cost of the examination will be borne by the Company
- A Flight Attendant who has been notified by the Company in writing to undergo a medical examination will be provided a written disposition within ten (10) business days following Company’s receipt of written report of such examination. Upon signing a medical release, the medical report will be provided to the Flight Attendant’s treating physician within ten (10) business days of Company’s receipt of medical release from Flight Attendant.

### **New Language:**

- 20.A.1. – If AA Medical assigns temporary work restrictions or is unable to make a determination regarding a Flight Attendant’s medical clearance or work restrictions, the Flight Attendant shall be notified and AA Medical will initiate direct communication with the Flight Attendant
- 20.A.2. – If a Flight Attendant is assigned a permanent medical restriction, the Flight Attendant will be notified in writing of such restriction
- 20.D. – The Company and the APFA Health Committee shall meet as necessary to review issues related to Flight Attendant medical clearance