

MEDICAL QUALIFICATIONS -- FAA-NATCA AGREEMENT, SECTION 13, ARTICLE 66,

Section 1. The Employer agrees that waivers (special considerations) to the medical certificate shall be granted on purely medical determination, and shall indicate the employee is medically qualified to perform air traffic control duties. Any limitations provided for by the waiver shall be communicated to the employee in writing. If no such limitations are imposed, this information will also be communicated to the employee in writing.

Section 2. Medical clearance examinations shall be conducted by an Agency medical officer or a certified Aviation Medical Examiner (AME). If there is not a medical officer located in the vicinity, then the Employer shall provide the employee with a list of AMEs within a reasonable traveling distance.

Section 3. National medical standards and associated tests shall be established in accordance with OPM regulations and shall be applied uniformly nationwide.

Section 4. All medical examinations required by the Employer shall be scheduled on duty time. Employees shall be reimbursed for mileage and parking fees.

Section 5. Whenever an employee spends more than eight (8) hours in an official duty status on a day during which he/she submits to a medical examination, evaluation or review, the employee is entitled to overtime benefits, for all time spent beyond the eight (8) hours. The increment of payment shall be one (1) minute.

Section 6. If after initial examination, the Flight Surgeon believes that further medical evaluation or reports by selected physicians or other medical specialists are necessary to determine if the employee meets the standards, such evaluations or reports will be authorized, and, if there is any cost involved, paid by the Regional Flight Surgeon. However, if an employee does not meet the retention standards, further medical evaluations or reports submitted by the employee to obtain initial or continuing special consideration by the Flight Surgeon will not be authorized or paid by the Employer. If an employee does not meet the standard, either temporarily or permanently, the medical examiner will outline for the employee, in writing, which of the medical standards have not been met. The Regional Flight Surgeon shall consider all available medical information before issuing a permanent medical disqualification. In cases where the Flight Surgeon authorizes additional evaluations, employees may submit names of physicians or medical specialists to be considered to conduct the evaluation under this Section. Reimbursement shall not be made unless the services are authorized by the Regional Flight Surgeon.

Section 7. In the event an employee is permanently medically disqualified, he/she shall have the opportunity to appeal such decision to the Federal Air Surgeon, FAA Headquarters, Washington, DC. Pending the outcome of the decision by the Federal Air Surgeon, the Employer shall make every reasonable effort to provide the employee with administrative duty in accordance with Article 45 of this Agreement. For the purposes of this provision, the employee shall continue to be considered a member of the bargaining unit. In the event of a negative determination, the employee shall have the option to apply for a disability retirement or request to be reassigned to a position for which he/she is qualified, or be accommodated in accordance with the Rehabilitation Act of 1973, as amended, and this Agreement.

Section 8. Employees must assume the expense of any self-initiated examinations to support review actions. The Flight Surgeon normally will not determine that an employee meets or does not meet medical retention standards solely on the basis of the information provided by the employee's own physician.

Section 9. Employees shall not perform air traffic control duties beyond the last day of the month in which their medical certificate expires unless the clearance is extended by special consideration of the Regional Flight Surgeon. It is the employee's responsibility to report for medical exams scheduled by the Employer. In such cases where the medical certificate expires and no extension is granted by the Regional Flight Surgeon, the employee shall perform duties not requiring a medical certificate until such time as a medical determination is rendered.

Section 10. Class II medical certificates are not required for the performance of air traffic control duties. Class II or III medical certificates may be issued to bargaining unit members who need a Class II or III certificate as an airman but not an ATCS.

Section 11. The provisions of this Article shall be applied uniformly nationwide.

Section 12. Employees may not perform ATC duties during any period of known physical deficiency, concurred with by the Regional Flight Surgeon, that would make them unable to meet their current medical certificate. If such conditions occur, sick leave and/or the provisions of Article 25 are authorized.

Section 13. At least once annually, the Employer shall provide medication guidelines including restricted medications to the Union at the national level. These guidelines are not a comprehensive or all-inclusive list of all medications that restrict employees from performing safety-related duties. Further guidelines on restricted medications may be found in FAA Order 7210.3P.