**AUGUST 1, 1967**

**APPENDIX No. 15
Physical Examination Procedures
LR 011-3-4
ODO-2500**

**A G R E E M E N T *between the***

**UNION PACIFIC RAILROAD COMPANY *(northwestern District-Oregon Division
and the***

**BROTHERHOOD OF RAILROAD TRAINMEN**

**PHYSICAL QUALIFICATIONS - PROCEDURES**

**IT IS AGREED:**

**Sect ion 1.** Effective August 1, 1967, the following regulations are adopted as a provision of Agreement between the Company and the Organization:

(a) If a trainman considers himself physically qualified and protests suspension from service or change of occupation on that account, he or the general chairman in his behalf may discuss the case with the general manager who will review the report of the examining physician, and where, in his opinion, it is necessary, arrange for examination by an appropriate specialist.

The general manager will, on request, arrange for a joint conference with the general chairman and examining physician or specialist. The trainman will attend for personal observation if desired. If the general manager decides that the trainman cannot with safety be retained in the service, the trainman or the chairman will be so advised.

(b) If the trainman or chairman is not satisfied with the decision the general manager will, on request, arrange for examination of the trainman by a special medical board in accordance with a written agreement which will provide that:

(1) The medical board shall be comprised of three physicians, graduates of a Class A medical school, of at least five years' medical practice, and good professional reputation in the community. The Company will select one member, the trainmen will select one member, and the two thus selected will select a third member to be agreed upon by them.

(2) The trainman shall submit himself to this board for physical examination.

(3) The medical board will render a joint report of their findings and decision within fifteen days after examination of the trainman. One copy of the report will be transmitted to the general manager, one copy to the general chairman and one copy to the trainman.

(4) The findings of the board as to physical qualifications will be limited to a determination of whether the trainman is qualified to meet the physical requirements of the Company for employees of his occupation as prescribed in currently effective rules and instructions of the operating department governing the physical qualification of trainmen.

(5) Findings and decision of a majority of this board shall be final and binding upon the Company and the trainman; and the trainman shall not be considered eligible for employment by the Company unless a majority of the board shall have rendered decision declaring him physically qualified under the physical qualification rules of the Company.

**NOTE:** The provisions of this subparagraph (b)-5 shall be subject to the conditions and limitations specified in paragraph (e) of Section 1 of this Agreement as to subsequent reexamination.

(6) Where claim is made for reimbursement of trainman for time lost, the board will, in cases where the contention of the trainman is sustained, indicate date as of which, in its opinion, the trainman had recovered sufficiently to resume work in his regular occupation and trainman will be reimbursed for time lost from that date.

(7) The Company and the trainman will each pay the fee and personal expenses of their respective representatives on the board, and wi11 each pay half the fee and personal expenses of the third member as well as half of all additional expenses incurred by the board in connection with the examination.

(c) Vision and Hearing - Field Test. Where an indoor test discloses -deficiency of vision, color perception or hearing, the trainman will, on request, be granted a field test, the result of which will govern his qualification. In case of failure to pass the test when examined without glasses, and further examination shows that with glasses the test can be met satisfactorily, the acceptance of the trainman examined will be optional.

(d) Physical Examination. No compensation will be paid or claim presented for time lost in taking periodical physical examinations or additional scheduled examinations as may be prescribed in connection with physical deficiencies requiring observation or treatment between the usual periodical examinations, but employees required to submit to physical examination other than periodical examinations or scheduled examinations as above described will be reimbursed for time lost, if any, and, if examination is conducted on layover day, they will be paid a minimum day at the rate of the service in which they were engaged at the time they were required to take the examination. Periodical examinations will be conducted at nearest point a qualified doctor designated in time table is available.

**Note:** General Managers will handle each individual case between trainmen with impaired hearing upon its own merits and where a trainman with impaired hearing can meet physical requirements and pass satisfactory field test by using hearing aid, each case will be given full consideration with respect to his continuing in service.

(e) Should the decision of the board of physicians as referred to in paragraph (b) of this Agreement be adverse to the employee and he considers that his physical condition has improved sufficiently to justify considering his return to service, a reexamination will be arranged upon request of the employee, or his representative (Genera) Chairman) but not earlier than nine (9) months after the first of such decisions and with the further understanding that disqualification on the third re-examination, which shall not be earlier than nine (9) months from the second re-examination, by the Medical Board shall in that event be final and binding and no further requests for re-examination shall be made and no further reexamination shall be given.

**Section 2.** The provisions of Section 1and paragraphs (a) through (e) thereof shall also apply to trainmen while employed and working as yardmen on yard service assignments.

**Section 3.** This Agreement shall be effective August 1, 1967, and thereafter, subject to change or termination as provided in the Railway Labor Act, as amended.

**Dated and signed at Portland, Oregon this 19th day of July, 1967.**

BROTHERHOOD OF UNION PACIFIC RAILROAD

RAILROAD TRAINMEN: COMPANY:

*S/ J. H. Watson S/ N. B. Beckley*

General Chairman Assistant to Vice

President