

Article 16 – Medical Examinations

- A. Employees may be required to submit to a Company paid medical examination at the time of employment and at such time as a Company official determines that an employee’s physical or mental condition may impair the performance of ~~his~~ **the employee’s** duties or poses a safety hazard to ~~himself~~ **the employee**, other employees or customers. The Company official will document the observations that lead to the requirement for a medical examination. The employee, upon request, shall be furnished a copy of the Company's medical examiner's report and a copy of the observations that led to the requirement for the medical examination.
- B. Any information obtained by or as a result of a Company's medical examination and information received by the Company from the employee’s medical examiner and/or a neutral medical examiner, shall be strictly confidential between the Company officials directly involved in the case, its insurance carriers, the Company's doctor, and the employee, and shall not be divulged to any other person without the written permission of the employee.
- C. Any employee who is removed from service as a result of a Company medical examination may appeal their case as follows:
 - 1. The employee must, within fourteen (14) days of removal from service, employ a qualified medical examiner, of their own choosing and at their own expense, for the purpose of conducting a physical/mental examination covering the problem(s) and/or condition(s) addressed by the Company’s medical examiner.
 - 2. A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Company, and in the event that such findings verify the findings of the medical examiner employed by the Company, no further review of the case shall be afforded.
 - 3. In the event that the findings of the medical examiner chosen by the employee disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the employee, ask that the two (2) medical examiners agree upon and appoint a third qualified and neutral medical examiner, preferably a specialist, for the purpose of making a further medical examination of the employee to determine their fitness for duty.
 - 4. The said neutral medical examiner shall then make a further examination of the employee in question, and the case shall be settled on the basis of such findings. Copies of such medical examiner's report shall be furnished to the Company and to the employee.
 - 5. The expense of employing a neutral medical examiner shall be borne by the Company.
- D. If, under the provisions of this Article, an employee’s removal from service is ultimately found to be unwarranted, they will be paid retroactively for time lost in the amount that they would have earned in their regularly scheduled work shifts, except to the extent they have unreasonably delayed the medical examination process, and the employee will be reimbursed for their expense of employing a neutral medical examiner.
- E. The drug/alcohol program and testing shall be in accordance with Company policy. The first confirmed positive drug/alcohol test will not automatically result in termination.

Tentative Agreement

- F. Nothing in this Article shall prevent an employee from exercising their rights under the grievance procedures of this Agreement.