

AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

RULE "G" BYPASS AGREEMENT

The parties to this agreement recognize that the use of alcohol and/or drugs is a serious problem within the railroad industry. Amtrak and the Brotherhood of Locomotive Engineers in an effort to help the apparent Rule "G" violator retain an employment relationship and seek rehabilitation, jointly consider a change in the Rule "G" policy desirable. The objective of this Agreement is to encourage mutual cooperation between labor and management in addressing alcohol and drug use problems in the railroad industry.

1. If any member(s) of a crew believes that another member of the crew may be in an unsafe condition, such employee may immediately contact an Amtrak officer. If the Amtrak officer, upon investigation, determines there is an apparent violation of Rule G, the employee will be removed from service.

It is understood that when a removal from service takes place, transportation will be furnished back to the employee's home. If the employee does not have the means to return to his home crew base, he or she will be furnished transportation by Amtrak.

2. Once an employee has been relieved from service under paragraph (1), he or she must contact Amtrak's Employee Assistance Program (EAP) Counselor within five (5) working days of the removal from service. If the employee contacts the EAP Counselor and accepts counseling, he will be paid for the full tour of duty or trip lost (one way) as a result of his or her removal from service.
3. If the employee does comply with the requirements set forth in paragraph (2), and the EAP Counselor determines that the employee is not in need of counseling, the employee will be returned to service not later than forty-eight (48) hours unless a physical examination is required. There will be no claim progressed for any time the employee lost as a result of the removal from service other than as provided in paragraph (2) unless the forty-eight (48) hours for return to service is exceeded.

4. If the employee does comply with the requirements set forth in paragraph (2), and the EAP Counselor determines that the employee is in need of employee assistance, and the employee accepts counseling, then the employee will be returned to service upon favorable recommendation from the EAP Counselor. Successful completion of a physical examination will be required if an employee has been off for more than thirty (30) days. In addition, the employee will be subject to such continuing review and testing as deemed appropriate by and under the direction of the EAP Counselor for up to two (2) years to ensure the effectiveness of the treatment. If a subsequent test conducted at the discretion of the EAP Counselor is positive, the employee will be removed from service and required to reenter treatment or counseling, and will again be subject to continuing review and testing for a two (2) year period commencing upon completion of treatment. An employee will be permitted no more than two (2) reenters after the initial enrollment in the EAP. There will be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph (2).
5. If the employee does not comply with the requirements set forth in paragraph (2) or does not accept counseling as provided in paragraph (4), he may lay off and, may request a formal investigation. Such request must be made within five (5) working days of the day removed from service. If the employee does not request an investigation and is off, he must request a leave of absence prior to the expiration of fifteen (15) calendar days. One forty-five (45) day leave of absence will be granted. If at the end of this period, the employee still has not contacted the EAP Counselor or does not accept counseling, if required, all regular rules of the agreement will apply.
6. The employee(s) who originated the action as provided in paragraph (1) will not be called as a witness(s) if a formal investigation is held.
7. This Agreement will apply one (1) time only to each employee covered by this Agreement. Thereafter, all regular rules of the agreement will apply.
8. The rules of the Agreements between the National Railroad Passenger Corporation and the Brotherhood of Locomotive Engineers are modified as provided by this Agreement.
9. This Agreement is effective and may be terminated by either party upon service of five (5) days written notice upon the other party.

Signed this 6th day of April, 1987

For the Brotherhood of

For the National Railroad

Locomotive Engineers

Passenger Corporation

G. R. DeBolt
Vice President

Senior Director

C. B. Thomas

Labor Relations

W. G. Hausleiter
General Chairman

AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

PREVENTION PROGRAM COMPANION AGREEMENT

Amtrak and the Brotherhood of Locomotive Engineers jointly recognize that safety is the paramount concern, and further, that an alcohol and drug free environment is an essential element in maintaining a safe work place, agree to the following to ensure the utmost compliance with Rule G:

1. An employee charged with violating Rule G will be eligible to enroll in the Employee Assistance Program (EAP), and will not be disciplined (other than loss of pay for time held out of service) for the Rule G violation provided:

1. The employee has had no Rule G violation on his or her record for at least ten (10) years; and
 2. The employee has not participated in the Rule G EAP for at least ten (10) years; and
 3. The incident giving rise to the Rule G charge did not involve significant rule violations other than Rule G; and
 4. Waives investigation of the Rule G charge.
2. The employee must contact the EAP counselor within five (5) working days of electing to participate in the EAP.
 3. After being contacted, the EAP Counselor shall evaluate the employee to determine whether or not the employee may safely be returned to service and the course of treatment which the employee should follow.
 4. If the evaluation indicates that the employee may safely be returned to service, he or she will be returned to service on a probationary basis for a period of two (2) years and will be subject to periodic alcohol and/or drug tests during that time as determined by and only under the direction of the EAP Counselor. Following return to service, the employee must follow the course of treatment established by the counselor during the probationary period.
 5. If the evaluation indicates that the employee may not safely be returned to service, he or she will be given a leave of absence until subsequent evaluation(s) indicate that it is safe to return the employee to service on a probationary basis as described in paragraph (4) above.
 6. If, at any time during the twenty-four (24) month probationary period, the employee fails to follow the course of treatment established by the EAP Counselor or fails a periodic alcohol and/or drug test required by the counselor, Amtrak will remove the employee from the EAP. If the employee has been returned to service, Amtrak will, remove employee from service and the employee will revert to the status of a dismissed employee.
 7. An employee may withdraw from the EAP at any time by notifying, in writing, the EAP Counselor and the Amtrak Officer who signed the Rule G charge. If the employee has been returned to service, Amtrak will remove the employee from service and the employee will revert to the status of a dismissed employee.
 8. If the employee successfully completes the EAP program. A notation to that effect will be placed on the employee's personal record and the employee's probationary status will terminate.
 9. No claims will be progressed by or on behalf of the employee based on time lost as

a result of the incident leading to the employee's participating in the Rule G Employee Assistance Program.

10. This Agreement is effective April 6, 1987, and may be terminated by either party upon service of five (5) day's written notice upon the other party.

Signed this 6th day of April, 1987

For the Brotherhood of
Locomotive Engineers

For the National Railroad
Passenger Corporation

G. R. DeBolt
Vice President

Senior Director

C. B. Thomas

Labor Relations

W. G. Hausleiter
General Chairman

April 6, 1987

Mr. G. R. DeBolt
Vice President
Brotherhood of Locomotive
Engineers
16651 - 88th Avenue
Orland Park, IL 60462

Mr. W. G. Hausleiter
General Chairman
Brotherhood of Locomotive
Engineers
The Craddock Professional Bldg.
146 Route 130
Bordentown, NJ 08505

Gentlemen,

During the period an employee is out of service in a recovery program under the terms of the By-Pass or Companion Agreement, he/she will be allowed to rearrange his or her vacation and any personal days due to coincide with the treatment program.

If you agree, indicate your concurrence by signing in the spaces provided below.

Very truly yours,

C. B. Thomas
Senior Director
Labor Relations

4/6/87

G. R. DeBolt
Vice President

Date

4/6/87

W. G. Hausleiter
General Chairman

Date

April 6, 1987

Mr. G. R. DeBolt
Vice President
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146 Route 130
Bordentown, NJ 08505

Gentlemen,

For the purpose of the application of the Rule G By-Pass Agreement and the Companion Agreement, any participation in the EAP program as a Rule G violation prior to March 1, 1986, will not be considered in determining eligibility for entry into the program under the agreement signed this date.

If you agree, indicate your concurrence by signing in the spaces provided below.

Very truly yours,

C. B. Thomas
Senior Director
Labor Relations

4/6/87

G. R. DeBolt
Vice President

Date

4/6/87

W. G. Hausleiter
General Chairman

Date

April 6, 1987

Mr. G. R. DeBolt
Vice President
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General Chairman
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Bordentown, NJ 08505

Gentlemen,

During the negotiation of the Operation Red Block Agreements it was understood that Amtrak would pay members of the Prevention Teams for time lost on their assignments while involved in Company sponsored Operation Red Block training.

Very truly yours,

C. B. Thomas
Senior Director
Labor Relations