

APPENDIX “D” – Rule “G” Bypass Agreement

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 believe 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 here 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 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 a favorable recommendation from the EAP Counselor. Successful completion of a physical examination will be required if an employee has been off more than thirty (30) days. In addition, the employee will be subject to such continuing review and testing as deemed appropriate by the only 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 the completion of treatment. An employee will be permitted no more than two (2) reentries 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 an 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 the 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 6 day of April, 1987

For the Brotherhood of
Locomotive Engineers

(original signed by)
G. R. DeBolt
Vice President

(original signed by)
W. G. Hausleiter
General Chairman

For the National Railroad
Passenger Corporation

(original signed by)
C. B. Thomas
Senior Director
Labor Relations