

APPENDIX “E” – Prevention Program Companion Agreement

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:
 - a. The employee has had no Rule G violation on his or her record for at least ten (10) years; and
 - b. The employee has not participated in the Rule G EAP for at least ten (10) years; and
 - c. The incident giving rise to the Rule G charge did not involve significant rule violations other than Rule G; and
 - d. 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 day's 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

April 6, 1987

Mr. G. R. DeBolt
Vice President
Brotherhood of Locomotive Engineers
16651 – 88 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

Gentleman:

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

(original signed by) 4/6/87
G. R. DeBolt Date
Vice President

(original signed by) 4/6/87
W. G. Hausleiter Date
General Chairman

April 6, 1987

Mr. G. R. DeBolt
Vice President
Brotherhood of Locomotive Engineers
16651 – 88
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

Gentleman:

For the purpose of the application of the Rule G By-Pass Agreement and the Companion Agreement, any participation in the EAP program as 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,
(original signed by)
C. B. Thomas
Senior Director
Labor Relations

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

4/6/87
Date

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

4/6/87
Date

April 6, 1987

Mr. G. R. DeBolt
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General Chairman
Brotherhood of Locomotive Engineers
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Bordentown, NJ 08505

Gentleman:

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 assignment while involved in Company sponsored Operation Red Block training.

Very truly yours,
(original signed by)
C. B. Thomas
Senior Director
Labor Relations