

# **AGREEMENT**

**Between**

**UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT**

**And**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

## **PREVENTION PROGRAM COMPANION AGREEMENT**

The Union Pacific Railroad Company and the Eastern District Brotherhood of Locomotive Engineers, jointly recognizing 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 who has been dismissed from service as a result of violating Rule G may elect to participate in the Rule G Rehabilitation/Education Program (Rule G R/E Program or Program), provided:
  - (a) The employee has had no Rule G offense on his or her record for at least ten (10) years; and
  - (b) The employee has not participated in the Rule G R/E Program for at least ten (10) years; and
  - (c) The incident giving rise to the dismissal did not involve significant rule violations other than Rule G.
2. Participation in the Rule G R/E Program shall continue for a period of 12 months unless the employee elects to withdraw from the Program or fails to follow the course of treatment established by the Employee Assistance Counselor.
3. A letter, notifying the employee of the availability of the Rule G R/E Program and containing a request form to be completed by the employee, shall be attached to the Notice of Dismissal.
4. The employee may elect to participate in the Rule G R/E Program by completing and returning the request form to the Carrier Officer who signed the Notice of Dismissal within 10 days of receipt of the Notice.
5. The employee must contact the Employee Assistance Counselor within three days of electing to participate in the Rule G R/E Program.

6. After being contacted, the Employee Assistance 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.

7. If the evaluation indicates that the employee may safely be returned to service, he or she shall be returned to service on a probationary basis, with all seniority unimpaired. Following return to service, the employee must follow the course of treatment established by the counselor during the remainder of the Program.

8. If the evaluation indicates that the employee may not safely be returned to service, he or she shall continue in the status of a dismissed employee until subsequent evaluation(s) indicate that it is safe to return the employee to service on a probationary basis. The employee must follow the course of treatment established by the counselor while out of service and after return to service during the remainder of the Program.

9. If, at any time during the 12-month period referred to in paragraph "2" above, the employee fails to follow the course of treatment established by the counselor, the Carrier shall remove the employee from the Program. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, also remove the employee from service and the employee shall revert to the status of a dismissed employee.

10. An employee may withdraw from the Rule G R/E Program at any time by notifying, in writing, the counselor and the Carrier officer who signed the Notice of Dismissal. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, remove the employee from service and the employee shall revert to the status of a dismissed employee.

11. If the employee successfully completes the Rule G R/E Program, a notation to that effect shall be placed on the employee's Personal Record and the employee's probationary status shall terminate and all seniority and other rights shall be restored.

12. No claims shall 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 R/E Program.

13. This Agreement is effective **April 10, 1984**, and may be terminated by either party upon service of five day's written notice upon the other party.

Signed at Omaha, Nebraska, this **10th** day of **April, 1984**.

**FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS:**  
**/s/ E. G. Becker**  
**General Chairman**

**FOR UNION PACIFIC  
RAILROAD COMPANY/ED:**  
**/s/ Richard Meredith**  
**Director – Labor Relations**

# MEMORANDUM AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT

And

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The parties signatory to the April 10, 1984, Prevention Program Companion Agreement recognized the need for a program that would rehabilitate engineers who had violated Rule G. The Agreement provided for rehabilitation after an employee had been dismissed in certain cases that met the established criteria.

The parties realize that the time lag while waiting for toxicological tests to be confirmed, hearings scheduled, and the results of the hearing mailed, is in some cases detrimental to certain employees who wish to immediately enroll in the rehabilitation program. In order to provide a more timely opportunity and to continue to safeguard the rights of all concerned, the parties agree to amend the April .10, 1984 Companion Agreement by adding the following as a "note" to Section I.

**"NOTE:** An employee who is scheduled for a hearing involving a Rule G offense and is eligible for the Companion Agreement may request to waive the hearing, accept the status of a dismissed employee and accept the terms and conditions of the Companion Agreement. The waiver shall be in writing and must be received by the Superintendent or his designated representative and accepted by the Carrier in writing prior to the start of the hearing."

To assist in the implementation of this, the parties also agree that the attached form will be used in such cases. The "note" and form are a part of the original agreement and employees using the form are subject to all other applicable sections of the Companion Agreement.

Signed at Omaha, Nebraska, this 11<sup>th</sup> day of September,

/s/ Michael Young  
General Chairman, BLE

/s/ W S Hinckley  
Director Labor Relations UPRR

# Brotherhood of Locomotive Engineers

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WASHINGTON, D.C. 20001  
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LEROY D. JONES  
International Vice PRESIDENT &  
National Legislative Representative

January 6, 1992

Michael Young,  
General Chairman Union Pacific (E)  
201 Deming Building  
1620 Central Avenue  
Cheyenne, WY 82001

Dear Sir and Brother:

Reference is made to your letter of October 28, 1991 wherein you raise concerns over the new Engineer Certification regulations as it pertains to Rule G Bypass and Prevention Agreements.

We are enclosing a copy of the FRA's official interpretation on this matter which is self-explanatory

With kindest regards, I remain

Fraternally yours,

/s/ Leroy Jones

Leroy D. Jones,  
Vice President and  
National Legislative Representative

Enc.

cc: R. P. McLaughlin, President (with encls.)  
C. V. Monin, FVP (with encls.)



U.S. Department  
Of Transportation

400 Seventh St. S.W.  
Washington, D.C. 20590

Federal Railroad  
Administration

Mr. Leroy D. Jones  
National Legislative Representative  
Brotherhood of Locomotive Engineers  
400 North Capitol Street, NW Washington, D.C. 20001

Dear Mr. Jones:

Thank you for your November 7 letter concerning the Federal Railroad Administration's (FRA) new rules regarding the Certification of locomotive engineers. Your letter seeks FRA action to ensure that existing Rule G bypass and substance abuse prevention agreements will be effectively integrated with the new FRA qualification process.

The FRA fully supports voluntary peer prevention programs such as Operation Red Block. We recognize that Operation Red Block can provide an excellent means of promoting an alcohol and drug free workplace.

The FRA's rules concerning the certification of locomotive engineers do not disrupt the functioning of Operation Red Block procedures. For example, the rules specifically except from the 9 month ineligibility period a violation of 219.1.01 that is brought to the railroad's attention through a formal co-worker report (see section 240.119). However, as pointed out in the preamble to the final rule, FRA believes it is important to have a standard period of revocation for 219.101 violations where individuals have not availed themselves of the options and counter measures currently in place.

We agree that neither the rules text nor the preamble specifically address all of the consequences of some Operations Red Block procedures. In responding to the pending petitions for reconsideration, FRA will provide additional guidance on this subject including the use of approaches such as informal mark-off arrangements.

I hope this information is helping.

Sincerely,

/s/ Grady C Cothen  
Grady C. Cothen, Jr.  
Associate Administrator for Safety