

# AGREEMENT

Between

CSX TRANSPORTATION

AND

Its Employees Represented by the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION

BY-PASS AGREEMENT

In a Joint effort to provide a safe working environment and as an alternative method of administering CSXT Operating Rule 106 Drugs and Alcohol (Rule G),

IT IS AGREED:

1. If any BMWED employee believes that another such employee may be under the influence of drugs or alcohol, such employee may immediately contact a Carrier officer. If the Carrier officer(s), upon investigation, determines there is an apparent violation of Rule 106, the employee shall be removed from service.

It is understood that when a removal from service takes place, transportation will be furnished to a safe location and the terms of this Agreement will be reviewed with the employee involved. If employees are assigned to on-line position the Carrier will provide the employee a meal allowance and lodging allowance pursuant to their applicable collective bargaining agreement for up to five additional days as long as the employee incurs the expense. This provision applies only to employees removed from service under the conditions of this Agreement.

2. An employee who has been relieved from duty under paragraph "1" above may contact a Company Employee Assistance Program Counselor within five (5) days of the removal from service. If, within the five (5) day period, the employee contacts the Employee Assistance Program Counselor and agrees to meet with the counselor, the employee will be paid for the full shift on the day the employee was removed from service.
3. If the employee does comply with the requirements set forth in paragraph "2," above, and the Employee Assistance Program Counselor determines that the employee is not in need of counseling, the employee shall be returned to service. In such event, there shall be no

claim progressed for any time lost as a result of the removal from service other than as provided in paragraph "2."

4. If the employee does comply with the requirements set forth in paragraph "2" above and the Employee Assistance Program Counselor determines that the employee is in need of counseling, and the employee accepts counseling, the employee shall, subject to a favorable recommendation from the Employee Assistance Program Counselor, be immediately returned to service. There shall 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," the employee will remain suspended from service pending a hearing which must be held within sixty (60) calendar days from date removed from service under paragraph "1." At a reasonable time prior to the hearing, the employee shall be apprised of the precise charge. Thereafter, the provisions of the applicable Schedule Agreement discipline rule shall apply. However, during the period of suspension and prior to the hearing, the employee shall not forfeit the benefits of this Agreement if the employee contacts the Employee Assistance Counselor and accepts counseling.

If a formal investigation is held, the employee(s) who originated the action as provided in paragraph "1" will not be called as Company witnesses.

6. This Agreement shall apply one time only to each employee covered by this Agreement. Thereafter, all regular rules and agreements shall apply.
7. This Agreement is applicable to employees covered by the Collective Bargaining Agreement between CSXT and the Brotherhood of Maintenance of Way Employees.

8. This Agreement is effective May 1, 2014.

Signed this 1st day of May, 2014.

FOR THE ORGANIZATION:

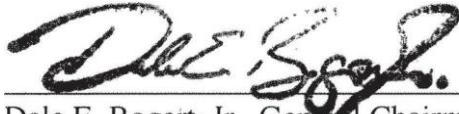


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Dennis R. Albers, General Chairman


FOR THE CARRIER:



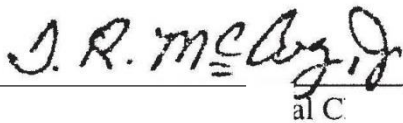
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Robert A. Paszta, Director Labor Relations



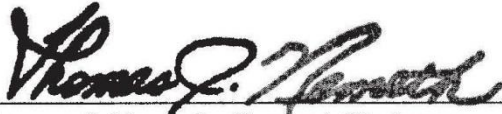
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Dale E. Bogart, Jr., General Chairman



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Jed Dodd, General Chairman

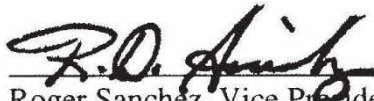


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Thomas J. Nemeth, General Chairman

AGREED:



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Roger Sanchez, Vice President



