

AGREEMENT

Between

CSX TRANSPORTATION

AND

Its Employees Represented by the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION

PREVENTION PROGRAM COMPANION AGREEMENT

The Carrier and the Brotherhood of Maintenance of Way Employees Division, 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 workplace, agree to the following to ensure the utmost compliance with CSXT Operating Rule 106 - Drugs and Alcohol (Rule G).

1. An employee who has been dismissed from service as a result of violating Rule 106 may elect to participate in the Drug and Alcohol Rehabilitation/Education Program ("Program"), provided:
 - a. The employee has not had a drug or alcohol (Rule 106) offense on his or her record for at least five (5) years; and,
 - b. The employee has not participated in the Program for at least five (5) years; and,
 - c. The incident giving rise to the dismissal did not involve significant rule violations other than Rule 106.
2. Participation in the Program shall continue for a period of five (5) years 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 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 Program by completing and returning the request form to the Carrier Officer who signed the Notice of Dismissal within ten (10) days of receipt of the Notice.
5. The employee must contact the Employee Assistance Counselor within three (3) days of electing to participate in the Program.

6. After being contacted, the Employee 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 counsel or 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) indicates 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 five (5) year 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 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 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. Employees who elect to participate in the Companion Agreement are subject to the follow-up testing program as outlined in the Carrier FRA approved Drug and Alcohol Policy for a period of five (5) years.
13. 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 participation in the Program.
14. This Agreement is applicable to employees covered by the Collective Bargaining Agreement between CSXT and BMWED, as amended, and serves to eliminate and replace CSXT Labor Agreement 6-075-88, for all CSXT Operating Rule 106 - Drugs and Alcohol (Rule G) violations.

15. This Agreement is effective May 1, 2014.

Signed this 1st day of May, 2014.

FOR THE ORGANIZATION:

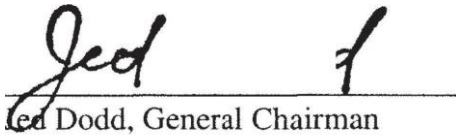


Dennis R. Albers, General Chairman

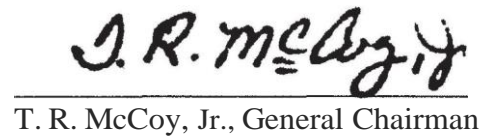
FOR THE CARRIER:



Robert A. Paszta, Director Labor Relations



Ted Dodd, General Chairman



T. R. McCoy, Jr., General Chairman

Thomas J. Nemetl1General Chaifl11al1

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