
AGREEMENT
BETWEEN
THE NATIONAL RAILROAD PASSENGER CORPORATION
(AMTRAK)
AND
CONDUCTORS AND ASSISTANT CONDUCTORS (OC)
REPRESENTED BY THE

**SHEET METAL AIR RAIL AND TRANSPORTATION WORKERS (SMART) –
CONDUCTORS, OC (SMART – Conductors, OC)
(formerly UNITED TRANSPORTATION UNION (OC))**

REVISED: JUNE 27, 2013

The following represents a synthesis of the current collective bargaining agreement between the parties, reflecting updates to the agreement since its effective date of January 29, 1986. The parties have attempted to make this update as comprehensive as possible; however, there may be letter agreements which have been inadvertently omitted from this revision. Any such letters are not superseded by this synthesis and remain in effect according to their own terms.

Labor Relations Printout: As of June 27, 2013

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THIS AGREEMENT MADE THIS **29TH DAY OF JANUARY, 1986**, BETWEEN THE NATIONAL RAILROAD PASSENGER CORPORATION AND THE PASSENGER CONDUCTORS AND ASSISTANT PASSENGER CONDUCTORS IN THE OFF CORRIDOR SERVICE REPRESENTED BY UNITED TRANSPORTATION UNION.

WHEREAS, in the Rail Passenger Service Act of 1970, as amended by the Amtrak Improvement Act of 1981, Congress has established for the National Railroad Passenger Corporation (Amtrak) the goal of maximization of its resources, including the most cost effective use of employees; and

WHEREAS, Amtrak will assume its own train and engine operations heretofore performed by the Contract Railroads pursuant to the Rail Passenger Service Act of 1970; and

WHEREAS, Amtrak desires to employ persons currently employed by the Railroads in their train and engine service operations, and those employees desire to accept employment with Amtrak; and

WHEREAS, the United Transportation Union now represents employees of the Railroads in the crafts covered by this Agreement who would accept positions with Amtrak; and

WHEREAS, Congress, in House Report 99-256 directed Amtrak and the United Transportation Union to enter into a cooperative effort to achieve the efficiencies and economies necessary to operate a modern passenger service entity;

NOW, THEREFORE, it is hereby agreed in conformity therewith that the following Rules shall govern the rates of pay, rules and working conditions of future employees of Amtrak upon employment in its train and engine service operations:

RULE 1 - SCOPE AND DEFINITIONS

- a. This Agreement will apply to the work or service of transporting passengers performed by the employees specified herein and governs the rates of pay, hours of service and working conditions of all employees, as defined in this Rule, engaged in the performance of work presently recognized as the exclusive work of passenger train service employees on main lines, or branch lines or within yard facilities.
- b. The National Railroad Passenger Corporation (hereinafter the "Corporation") recognizes the United Transportation Union, as the certified collective bargaining representative for the craft of Passenger Conductors and Assistant Passenger Conductors employed Off-Corridor. The United Transportation Union shall have the exclusive right to represent all Passenger Conductors and Assistant Passenger Conductors in company-level grievance, claim and disciplinary proceedings.
- c. The words "employee" or "employees" as used in this Agreement refer to all train service operating craft personnel. Train service operating craft personnel will be classified as Passenger Conductor or Assistant Passenger Conductor.

- d. "Duly accredited representative" means a member of the Local Committee of Adjustment of the United Transportation Union having jurisdiction or a member of the United Transportation Union designated by the General Chairman.
- e. "Local Chairman" means the Chairman of a regularly constituted Local Committee of Adjustment of the United Transportation Union having jurisdiction.
- f. "General Chairman" means the Chairman of the regularly constituted General Committee of Adjustment of the United Transportation Union.
- g. "Crew Base" means the territory encompassed within a radius of 30 miles measured from the principal Amtrak station or facility as designated by the Corporation for each crew base.

Note¹: In that regard, we agreed to the following:

- (1) Amtrak recognizes that ticketing functions on board trains is the responsibility of train service employees and will be performed by them, or by other employees at the discretion of the train crew, recognizing that customer satisfaction is in the utmost interest of all parties.
- (2) It is understood that existing practices regarding ticket handling at stations or on isolated equipment, such as the Executive Sleepers, is not affected by this understanding.

Note²: The parties recognize that within certain yards, there are both maintenance of equipment and transportation functions being performed.

At such yards, in performing maintenance of equipment (such as repair, servicing and inspections), it may be necessary to move cars, engines, or trains. Such movements may properly be performed by other than train service employees, provided it is limited to movements within the maintenance facility area and is restricted to movements necessary to service equipment. Routine adjustments to train sets caused by operational needs will continue to be done by train service employees, as well as movements necessary to and from the outer yard.

Present practices at existing facilities, in conflict with the above, will not be affected by this understanding and this agreement constitutes a resolution of all such disputes.

RULE 2 - CLASSIFICATIONS AND BASIS OF PAY

- a. Employee classifications and rates of pay are as set forth in Appendix "A".
- b. Employees will be paid for each trip or tour of duty at the straight-time rate for the first eight hours between the time they are required to report for duty until the time they are released on completion of service, and at the time and one-half rate for all time in excess of eight hours. Employees paid 40 straight-time hours for service performed in yard and work train services

¹ Adopted from November 23, 1993 letter

² Adopted from November 23, 1993 letter

in a workweek will be paid at the time and one-half rate for all additional time paid for in the workweek. Except as provided in Rule 17, regularly assigned employees and employees assigned to a guaranteed extra board will be paid a minimum of eight hours for each tour of duty.

- c. Employees whose assignments include short turnaround passenger runs, no single trip of which is scheduled to exceed three hours will be paid overtime for all time actually on duty, or held for duty, in excess of eight hours within nine consecutive hours, with all time counted as continuous service where interval of release does not exceed one hour.
- d. Except as provided in Rule 18, employees held at other than their home crew base will be paid for the actual time so held after the expiration of 12 hours, with a maximum of 8 hours in any 24-hour period.
- e. When employees are used as pilots, they will be paid the Passenger Conductor's rate of pay for the entire trip or tour of duty.
- f. Passenger conductors and assistant passenger conductors hired on or after October 1, 1993, shall be paid at 90% of the applicable hourly rate of pay for any yard assignment they work during their first two years of service.

Note: It is recognized that this rate will be applied to the applicable entry rate of pay, i.e. first year of service 90% of the 75% rate and second year of service 90% of the 80% rate.

- g.³ “All Employees will be paid weekly, based on a weekly pay period beginning on Monday and ending with Sunday.”

RULE 3 - ENTRY RATES

In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in train or engine service is established after the date of this Agreement will be 75% of the rate for present employees and will increase in increments of 5 percentage points for each year of active service until the new employee's rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty. This Rule does not apply to employees whose seniority in either train or engine service precedes the date of this Agreement (January 29, 1986). (In addition see New Appendix - Entry Rates / Lock-in Local Agreements)

RULE 4 - SENIORITY

- a. Passenger Conductors and Assistant Passenger Conductors will have Off-Corridor seniority divided into 12 work zones. The work zones are identified in Appendix B.
- b. Employees hired by Amtrak in a classification covered by this Agreement will establish seniority as of the time and date they first report to the medical examiner. When two or more

³Revised from Appendix A of Agreement dated October 27, 1999.

such employees start at the same time on the same day, they will be ranked in alphabetical order according to their last names.

- c. The seniority of any new employee* whose seniority in train service is established after the date of this Agreement and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

* Any employee who has not established seniority in train service prior to the date of this Agreement (January 29, 1986).

Note⁴: It is agreed, that the provisions of Rule 4(f) of the Amtrak/UTU agreement dated November 8, 1992, will not apply to trainmen furloughed under that agreement who are working as trainmen under the Amtrak/UTU agreement dated January 29, 1986, as amended. Also, the provisions of Rule 4(c) of the Amtrak/UTU agreement dated January 29, 1986, will not apply to trainmen if furloughed under that agreement and working as trainmen under the Amtrak/UTU agreement dated November 8, 1992, as amended.

RULE 5 - SERVICE BETWEEN ZONES

- a. Assignments between any two or more work zones may be established. If the establishment of such assignments results in a loss of earnings or jobs, employees of the zones over which such assignment or assignments operate will participate in such service on the basis which the ratio of the mileage in each zone bears to the total mileage covered by such assignment or assignments.
- b. The delivery of trains to the nearest crew base of the receiving zone or the receiving of trains from the nearest crew base of the dispatching zone is not service between zones.

RULE 6 - SENIORITY ROSTER

- a. A roster showing seniority dates, promotion dates, prior rights (if any), and seniority standing will be posted in a conspicuous place at all crew bases for the information of Passenger Conductors and Assistant Passenger Conductors, with a copy to the General Chairman and Local Chairman.
- b. The roster will be revised and posted in January of each year and will be open to protest for a period of 60 calendar days from date of posting. Protests on seniority dates will be confined to names added or changes made since posting the previous rosters.

Upon an employee's presentation of proof of error, such error will be corrected. Employees who are off on leave of absence, vacation, sickness, disability or suspension at the time the rosters are posted will be given 60 calendar days from the date of their return to duty in which to protest. If no protest is made during this time, their seniority dates will be deemed correct.

⁴ Adopted from Letter dated February 26, 1997

RULE 7 - PROMOTION⁵

- A. Employees from the railroads involved in the assumption of service, those in the respective application pools and those hired for Assistant Passenger Conductor positions prior to March 3, 1988, who are not promoted road conductors will be subject to promotion to Passenger Conductor consistent with the carrier's requirements of service. Such employees who successfully complete promotion will obtain a Passenger Conductor seniority date which will be the 200th calendar day after they first established seniority as an Assistant Passenger Conductor at Amtrak.
- B. New employees who are hired for train service positions after March 3, 1988, will be given instruction as Assistant Passenger Conductors as part of their formal training. Upon successful completion of training, such employees will be eligible to work as Assistant Passenger Conductors. Such employees will obtain a Passenger Conductor seniority date which will be the 200th calendar day after they first established seniority as an Assistant Passenger Conductor consistent with Rule 4(b).
1. Assistant Passenger Conductors must successfully complete a Passenger Conductor Training/Certification Course, including a written or electronic promotional examination and re-test if necessary. The Training Course will consist of the following:
 - Written or Electronic Promotion Examinations
 - Physical Characteristics Qualifications
 - An examination which complies with all applicable Federal Regulations (Part 242).
 2. Assistant Passenger Conductors who fail to pass their first attempt in any of the requirements outlined above will be given fifteen (15) days to prepare and will be retested within fifteen (15) days thereafter.⁶

Assistant Passenger Conductors who fail a second attempt in any requirement outlined above or decline to take any of those required examinations shall cease to be employees of the Corporation.
 3. An Assistant Passenger Conductor can request to take the Passenger Conductor Training/Certification Course any time after six (6) months of active service as an Assistant Passenger Conductor. Assistant Passenger Conductors who successfully complete the Passenger Conductor Training/Certification Course shall thereafter be permitted to fill vacant Passenger Conductor positions.

The Corporation may require an Assistant Passenger Conductor to take the Passenger Conductor Training/Certification Course after the Assistant Passenger Conductor has completed twelve (12) months service (minimum of ten (10) days worked per month).

⁵ Revised from Appendix A of Agreement dated October 27, 1999.

⁶ Scheduling for re-tests and field proficiency observations administered under Part 242 will be governed by the applicable provisions of Part 242 and/or Amtrak's Program Submission to the FRA.

3. Upon being promoted to Passenger Conductor, active employees must maintain their certification, as required by applicable federal regulation, as a condition of continued employment, excluding temporary disqualifications, temporary de-certifications and where medically disqualified by Amtrak.
 4. In the event there is a senior promoted Assistant Passenger Conductor at a crew base who is subject to force assignment to fill a Passenger Conductor vacancy under this agreement and there exists a junior Assistant Passenger Conductor at that crew base who has completed twelve (12) months of service (minimum of ten (10) days worked per month) but has not been promoted, then the senior promoted Assistant Passenger Conductor cannot be force assigned.
- C. In order to facilitate the utilization of employees as Passenger Conductors in Amtrak service, and to ensure the appropriate supervision over all aspects of on-train operations, employees who fulfill the following eligibility requirements can qualify for payment of a performance bonus:
- Successful completion of all necessary training and examinations for Passenger Conductor Promotion.
 - Obtains and maintains qualifications on the physical characteristics of the territory to which assigned, as demonstrated through Physical Characteristics testing administered in annual Block Training.
 - Obtains and maintains certification as a Passenger Conductor in compliance with applicable Federal Regulations.
 - Must perform service as a Passenger Conductor at least once in each calendar year.
- D. Employees who meet the eligibility requirements set forth in paragraph C, and who fulfill the following qualifying requirements, will be entitled to an additional performance bonus:
- Must hold a Passenger Conductor position during the performance period and be compensated as a Passenger Conductor on not less than 120 days during the performance period.
 - Must exhibit proficiency as required under the applicable Federal Regulations testing protocol.
- E. Performance Bonus Payments
- Payments under this section shall be made to active employees as follows:
1. Effective with successful completion of annual Passenger Conductor qualification training, Passenger Conductors who meet all of the eligibility requirements set forth in paragraph C above shall receive a lump sum bonus of \$250, which shall be payable in March following each calendar year in which they fulfill all requirements outlined in paragraph C above.
 2. For each six (6) month performance period, which period shall be determined by the effective date of the optional displacement schedules for each work zone, Passenger Conductors who fulfill all of the qualifying requirements set forth in paragraph D above

shall receive a lump sum bonus of \$500. Such payment shall be made consistent with the following schedule:

Optional Displacement occurs in:	Six Month performance period ends in:	Incentive Bonus payment made in the following:
*February	August	March
March	September	March
April	October	March
May	November	March
June	December	March
July	January	March
*August	February	September
*September	March	September
*October	April	September
*November	May	September
*December	June	September
*January	July	September

* The qualifying requirement in these periods shall be 118 compensated days.

RULE 8 - BULLETINS AND ASSIGNMENTS⁷

Section 1

- a. New assignments, assignments subject to readvertisement, extra board positions and vacancies, will be advertised every Friday. The advertising period will close 11:59 p.m. the following Tuesday, and assignments will be made effective 12:01 a.m. the following Monday.

NOTE: Paragraph 'a' of this rule will not affect the current method of advertising and awarding jobs incident to the change of timetable, nor will it apply to the optional displacement.

- b. Vacancies caused by sickness, temporary disability, suspension or leave of absence, when it is known that the employee will be off for a period of 30 or more days or when such employee will have been off duty for a period of 30 days, will be advertised in accordance with paragraph "a" of this Rule.
- c. For regular assigned service, the advertisement bulletin will show: the crew base, reporting and relieving point, turn-around or layover point, days on which the assignment is scheduled to work, assigned reporting time, and train or crew numbers.

Amtrak will include holiday schedules when assignments are advertised. When an assignment which is advertised to be off on a designated holiday is changed to work on such holiday, the employee occupying such assignment will be given the option of marking off without affecting his qualification for holiday pay.

⁷Revised from Appendix A of Agreement dated October 27, 1999

NOTE: Unless otherwise agreed to by the Local Chairman and the Division Manager-Labor Relations, the reporting and the relieving point for any assignment will be the same point.

- d. An employee who bids for and is awarded another assignment will not be permitted to bid for his former position until it has been filled and again advertised. He will be permitted to exercise his seniority to his former assignment if he is displaced from the position to which he bid.
- e. Regular assignments will be readvertised when any of the following permanent changes are made in such assignments:
 - 1. changing the crew base, layover or turnaround point;
 - 2. changing advertised starting time at the crew base or arrival time at the end of the assignment, one hour or more;
 - 3. changing the assigned rest days.
 - 4. changing any run of the assignment from a working run to a deadhead run or vice-versa.
 - 5. changing any run of the assignment to working a different train.
- f. An employee who is occupying a regular assignment which is readvertised in accordance with the provisions of this Rule may elect to exercise his seniority to another assignment with 24 hours after the effective date and time of the change causing the readvertisement. An employee who elects to remain on the assignment must bid for it if he desires to remain after the advertisement is closed and the assignment has been made. If he does not bid for it, and he is not assigned to any other job as the result of that advertisement, he will immediately leave the assignment he has been holding, and will be allowed twenty-four (24) hours in which to exercise his seniority and may select any job held by a junior man, except the job he has been occupying and on which he did not bid.
- g. An employee returning to duty after being absent less than 30 days by reason of sickness, temporary disability, suspension, leave of absence or vacation, will be permitted to exercise his seniority on an assignment advertised and filled during his absence, provided he exercises such right before he performs any service. An employee absent because of a reason listed in this paragraph (except vacation) for a period of 30 days or more, upon his return to duty, may exercise his seniority on any assignment. An employee returning to duty after being on vacation for a period of 30 days or more will be permitted to exercise his seniority on an assignment advertised and filled during his absence, provided he exercises such right before he performs any service.
- h. Assignments will be made to employees in seniority order from bids submitted through an automated system prior to the close of an advertisement period. Employees will be given a confirmation number for bids submitted through the automated system.

NOTE: Paragraph “h” of this rule will not affect the current method of advertising and awarding jobs incident to the change of timetable, nor will it apply to the optional displacement.

- i. When no bids are received for advertised Passenger Conductor assignments or for Passenger Conductor positions on the extra board, the assignments will be filled in the following order:
 - 1. By the junior Passenger Conductor working as an Assistant Passenger Conductor at the same crew base as the assignment that failed for bid.
 - 2. By the junior Passenger Conductor working as an Assistant Passenger Conductor at the next nearest crew base.

A Passenger Conductor assigned in accordance with this paragraph to an assignment requiring him to be qualified on the physical characteristics of the road must complete those qualifications before he may mark up for duty on the assignment. He may not work any other assignment in the interim. During his qualification period, the assignment will be covered off the extra board.

- j. When a Passenger Conductor assignment that failed for bid is filled in accordance with paragraph "i", the Passenger Conductor assigned will remain on the assignment until displaced by a senior Passenger Conductor or until a junior Passenger Conductor becomes available at either the crew base of the assignment or the crew base from which the assignment was filled. The senior Passenger Conductor who is force assigned in accordance with paragraph "i" will be promptly notified and have 24 hours after notification to elect to vacate the assignment and exercise his seniority. If the assignment is vacated, the junior Passenger Conductor will be assigned to the vacated Passenger Conductor assignment. If the senior Passenger Conductor who was force assigned in accordance with paragraph "i" elects to remain on his assignment, the next junior Passenger Conductor who was force assigned will be permitted to vacate his assignment and exercise his seniority as outlined herein. A Passenger Conductor who is force assigned will be permitted to bid for any Passenger Conductor assignment.
- k. When no bids are received for an advertised Assistant Passenger Conductor assignment, the assignment will be filled by the junior Assistant Passenger Conductor on the extra board protecting the assignment that failed for bid.

When an Assistant Passenger Conductor assignment that failed for bid is filled in accordance with paragraph "k", the Assistant Passenger Conductor assigned will remain on the assignment until displaced by a senior Assistant Passenger Conductor or until a junior Assistant Passenger Conductor becomes available at the crew base from which the assignment was filled. The senior Assistant Passenger Conductor who was force assigned will be promptly notified and have 24 hours after notification to elect to vacate the assignment and exercise his seniority. If the assignment is vacated, the junior Assistant Passenger Conductor will be assigned to the vacated Assistant Passenger Conductor assignment. If the senior Assistant Passenger Conductor who was force assigned elects to remain on his assignment, the next junior Assistant Passenger Conductor who was force assigned will be permitted to vacate his assignment and exercise his seniority as outlined herein. An Assistant Passenger Conductor who is force

assigned will be permitted to bid for any Passenger Conductor or Assistant Passenger Conductor assignment.

1. When an extra board is to be increased, the required number of employees may be added to the list during the advertisement and assignment period with the understanding that they are bidders for the board.

Section 2 - Auto Train⁸

- a. Passenger Conductors and Assistant Passenger Conductors who have held their current positions for a period of thirty (30) calendar days, except those who have been force assigned, may elect to make an optional displacement to an assignment held by a junior employee and such optional displacement will be made on the first Thursday of each month. Any employee desiring to make such displacement must notify the Crew Dispatchers office between 7:00 AM and 7:00 PM on the Monday preceding the first Thursday of each month. Such displacements may only be made in the work zone in which the displacing employee is working, and the effective date of individual displacements may be postponed until the vacated position is filled. When an employee displaces onto a road service position he will assume the assignment on the first departure from the home terminal following the effective date of the displacement.
- b. Employees who are displaced as a result of the optional displacement shall be notified as soon as possible and have four (4) hours from the time they are notified to exercise their seniority against a junior employee or onto an open assignment. Employees failing to exercise seniority as provided herein may be assigned to an open assignment or the extra board.
- c. Employees will not be considered displaced until the displacing employee meets all the qualifications required of the assignment and physically displaces the incumbent.

RULE 9 - REDUCING AND INCREASING FORCES⁹

- a. In reducing forces, seniority will govern. Employees affected by a reduction of force or abolishment of positions will be given five (5) calendar days advance notice. A copy of such notice will be posted on bulletin boards, with a copy to the local chairman.

Except where shorter time periods are provided for elsewhere in this agreement, employees whose positions are abolished and/or who have a displacement right and who elect to exercise such displacement right at their crew base must exercise such right within two (2) calendar days after the date of notification of abolishment and/or displacement. Employees displaced must exercise their seniority in the same manner within two (2) calendar days after the date displaced. Employees exercising displacement rights outside their crew base must exercise their seniority rights within five (5) calendar days. Employees who are able to but fail to exercise their displacement rights in their working zone within the prescribed time limit will revert to the extra board. Employees not possessing sufficient seniority to displace any employees will be placed in furlough status.

⁸ Adopted from Attachment B of July 2, 1992 Auto Train Agreement

⁹ Revised from Appendix A of Agreement dated October 27, 1999

Employees will be permitted to select a vacant assignment that is under advertisement. Employees who exercise displacement rights to assignments subject to or being advertised shall be considered automatic bidders for such assignments. An employee who exercises seniority to a vacancy as a result of this Agreement who is not fully qualified on such assignment will not be permitted to occupy such assignment until fully qualified. It should also be noted that in the event a senior employee is awarded the assignment after the advertisement is closed, the junior employee who picked the vacancy will be required to exercise seniority to another assignment within twenty-four (24) hours after the effective date and time of the award.

Employees who have exercised displacement rights under this Rule must meet all the qualifications required of the position to which they have displaced before being permitted to work the assignment.

- b. Employees will promptly notify the Corporation in writing, by certified mail, return receipt requested, of any change of name or address, and provide a copy to the local chairman.
- c. When forces are increased, furloughed employees will be notified by certified mail or telegram, sent to the last address given, and provide a copy to the local chairman, and will be required to return to service in seniority order.
- d. Furloughed employees who fail to return to service within 15 calendar days after being notified in accordance with paragraph “c” of this Rule will be considered as having resigned, unless they present sufficient proof that circumstances beyond their control prevented their return.

Agreed Upon Questions & Answers - Rule 9

Q-1 Where employees have less than two (2) calendar days to exercise displacement rights under the agreement, are such rules amended so as to now apply a uniform rule?

A-1 No, the existing rules providing for less than two (2) calendar days continue.

Q-2 Is an employee displaced electing to exercise seniority beyond their current crew base limit required to notify the crew management office of that decision within two (2) calendar days?

A-2 No.

Q-3 How is an employee handled who fails to exercise seniority within two (2) calendar days?

A-3 Such employee may only exercise seniority outside their crew base and they must do so within five (5) calendar days of the date of notification of their right to a displacement. Employees failing to exercise seniority outside their crew base within five (5) calendar days of the date of notification will revert to the extra board at their crew base.

Q-4 How long a period of time does an employee have to exercise displacement rights outside their crew base?

A-4 *An employee who has within two (2) calendar days to make a displacement within their crew base and who elects the option of an exercise of seniority outside their crew base, must exercise a displacement outside their crew base within five (5) calendar days of the date of notification of their right to a displacement.*

Q-5 What happens if an employee intending to displace outside of their crew base is no longer able to hold that assignment?

A-5 *A new two (2) calendar day period begins, except that the new two (2) calendar day period will not extend the five (5) day period within which an employee must exercise seniority following the date of notification of their right to a displacement.*

Q-6 Is it the intent of this Rule revision to impose discipline on employees who fail to exercise seniority within two (2) calendar days?

A-6No.

Q-7 Is this rule intended to expand upon the displacement rights of an individual so as to create situations not currently provided for in existing agreements and practices?

A-7No.

Q-8 How is the crew base limit to be defined?

A-8 *Rule 1(g) governs, except where modified, by agreement, crew base means the territory encompassed within a radius of thirty (30) miles measured from the principal Amtrak station or facility as designated by the Corporation for each crew base.*

Q-9 When does the two (2) calendar day time period within which the employee must exercise displacement rights begin?

A-9At midnight the day following the date of notifications of the right to a displacement.

Q-10 When positions are abolished, how does the incumbent exercise seniority?

A-10 *Nothing in the revised rule should be construed to require or allow an incumbent to vacate the assignment prior to the effective date of abolishment.*

Should the incumbent be required to exercise seniority prior thereto because of the time restraints in this agreement, such displacement will be held in abeyance and made effective as of the date and time of the abolishment.

The employee displaced must exercise seniority in accordance with Rule 9(a) beginning with the effective date of the abolishment.

National Railroad Passenger Corporation, 30th & Market Streets, Philadelphia, PA. 19104



July 3, 1996

Mr. A. L. Suozzo, General Chairman
United Transportation Union
1515 Market Street
Suite 515
Philadelphia, PA 19102

Dear Mr. Suozzo:

This has reference to our discussion in connection with a manpower shortage at different locations throughout the System.

Amtrak recognizes the need to employ a sufficient number of Conductors and Assistant Conductors to meet the needs of service. Due to a present shortage off-corridor, it was agreed that Amtrak would offer an opportunity to furloughed employees to transfer to an off-corridor location where a shortage exists. The following terms and conditions are controlling in connection therewith:

1. A notice will be posted at locations where there are furloughed employees for transfer to the crew base(s) where a shortage exists. Amtrak will also provide a copy of the notice and this agreement to furloughed employees by mail.
2. Employees accepting transfer will be provided transportation to the location where transferred, and will be required to remain at the location for a minimum of 120 days, unless released prior thereto. In addition, the following will be provided during the first 120 days at the transfer location:
 - A. Lodging.
 - B. Twenty-five dollars per day meal allowance.
 - C. Transportation between the lodging facility and the sign-up point of the assignment.
 - D. Transportation back to the employee's home crew base upon release.
3. Employees receiving entry rates will be paid at the same rate level currently applicable to them.
4. Off-corridor applicants have preference for transfer within the off-corridor service.
5. On-Corridor employees who accept transfer will be accumulating seniority in the off-corridor service as of the date of transfer. Such employees are subject

AN EQUAL OPPORTUNITY EMPL

Mr. A. L. Suozzo
July 3, 1996
Page 2

to recall for the on-corridor service, at which time they will have to either decline recall and forfeit their on-corridor seniority or accept recall and forfeit their off-corridor seniority.

6. Employees recalled to the location where furloughed, who elect to return to the recall location, will be provided transportation to such location. An employee declining recall and accepting employment at the new location will cease to be covered by Item 2 of this agreement.
7. An employee accepting transfer must initially displace onto an open assignment or onto a vacant extra list position. Once arriving at the location where transferred, the employee must mark-up for service within 48 hours.
8. Compensation will be in accordance with Rule 20 (c) for all time spent qualifying.
9. This agreement may be cancelled by either party with 20 days advance notice.

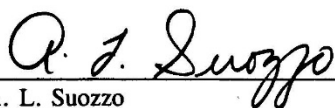
If this properly reflects our understanding, please indicate your concurrence by signing in the space provided below.

Very truly yours,



Larry C. Hriczak
Director - Labor Relations

I concur:



A. L. Suozzo
General Chairman
United Transportation Union

Approved:



L. R. Davis
Vice President
United Transportation Union

RULE 10 - ANNULMENT OF ASSIGNMENTS¹⁰

- a. When it is known that the assignment of a regular assigned employee is to be annulled for one day or longer, the employee will be notified at least eight (8) hours in advance of reporting time, and if not so notified, will be paid eight hours at his regular rate.

When a regular assignment is annulled, except holidays and as provided in paragraph (b), an employee holding the assignment may elect to remain on it or exercise seniority to another assignment that has not been annulled. If he elects to exercise seniority to another assignment, he must do so within eight hours of the time he is notified of the annulment or completion of his trip or tour of duty preceding the date of annulment.

- b. Advance notice before annulling assignments is not required under emergency conditions such as flood, snow storm, hurricane, tornado, earthquake, fire, strike or derailment, provided that such conditions result in suspension of the Corporation's operation in whole or in part. Such emergency annulments will be confined solely to those work locations directly affected by any suspension of operation.

Employees who are affected by an emergency annulment and report for work without having been previously notified not to report, will receive eight (8) hours' pay at the applicable rate of their positions. If employees work any portion of the day, they will be paid in accordance with Rule 2. When it is known the emergency annulments are to be in excess of one calendar day, those employees affected by said emergency annulments will be permitted to exercise their seniority. Upon termination of the emergency conditions and restoration of the service, all positions and incumbents thereof will be restored to the status prevailing prior to the emergency.

RULE 11 - CREW CONSIST

Section 1

Rule 11 - Crew Consist (Off-Corridor)¹¹

- a. For passenger trains consisting of one revenue passenger car, the minimum crew will be a Passenger Conductor.
- b. For passenger trains consisting of two to six revenue passenger cars, and for yard crews, hours of service relief crews, wire trains, work trains or wreck trains, the minimum crew will be a Passenger Conductor and one Assistant Passenger Conductor.
- c. For trains consisting of seven or more revenue passenger cars, the minimum crew will be a Passenger Conductor and two Assistant Passenger Conductors.
- d. For long haul trains consisting of seven or more revenue passenger cars, the minimum crew will be a Passenger Conductor and one Assistant Passenger Conductor.

¹⁰ Revised from Appendix A of Section 6 Agreement dated October 27, 1999

¹¹ Revised from Appendix A of Section 6 Agreement dated October 27, 1999

- e. The definition of a revenue passenger car is one in which seats or accommodations may be purchased by passengers, i.e., coaches, sleepers, and parlor or club cars. In addition, a baggage car that is scheduled to be worked by the train crew will be included in the passenger car count used in determining the minimum crew. Diners, lounges, cafes with no revenue seats, and deadhead passenger equipment will not be counted in determining the minimum crew requirement. The definition of a long haul train is a train that includes one or more sleeping cars.
- f. A Passenger Conductor used as a minimum crew, as described in paragraph “a” of this Rule, will receive, in addition to his normal compensation, a Reduced Train Crew Allowance of \$9.18 (effective July 1, 1999) for each tour of duty so used. The Reduced Train Crew Allowance will be subject to future general wage increases and cost-of-living allowances.
- g. A Passenger Conductor and Assistant Passenger Conductor used as a minimum crew, as described in paragraph “b” of this Rule, will each receive, in addition to his normal compensation, a Reduced Train Crew Allowance of \$9.18 (effective July 1, 1999) for each tour of duty so used. The Reduced Train Crew Allowance will be subject to future general wage increases and cost-of-living allowances.
- h. A Passenger Conductor and Assistant Passenger Conductor used as a minimum crew, as described in paragraph “d” of this Rule, will each receive, in addition to his normal compensation, a Reduce Train Crew Allowance of \$9.18 (effective July 1, 1999) for each tour of duty so used. The Reduced Train Crew Allowance will be subject to future general wage increases and cost-of-living allowances.
- i. Passenger Conductors and Assistant Passenger Conductors who, on the date of this agreement (January 29, 1986) possessed seniority rights to passenger service in the territory covered by this agreement, who are used as a minimum crew, as described in either paragraph “a” or “b” of this Rule, will receive, in addition to any other allowance provided by this Rule, a Productivity Allowance of \$4.00 for each tour of duty so used. The Productivity Allowance will not be subject to future general wage increases and cost-of-living allowances.
- j. Passenger Conductors and Assistant Passenger Conductors who are used as a minimum crew, as described in paragraph “d” of this Rule, will each receive, in addition to any other allowance provided by this Rule, a Long Haul Allowance of \$9.00 for each tour of duty so used. The Long Haul Allowance will not be subject to future general wage increases and cost-of-living allowances.
- k. Any crew arrangement prior to this Agreement, which permitted passenger trains or crews in the service transferred to Amtrak to be operated with less than a Conductor and two Assistant Conductors will remain in effect, and the crew members will receive the Reduced Train Crew Allowance provided by paragraphs “f” or “g.” The crew members will not receive the Productivity Allowance provided by paragraph “i.”
- l. Nothing in this Rule will prevent the Corporation from using more than the minimum crew requirement, if it so chooses, or to establish single employee assignments without the payment of any Reduced Train Crew Allowance, Productivity Allowance or Long Haul Allowance. The term “single employee assignments” refers to those independent assignments which have

historically been referred to in the railroad industry as “back out,” “couplet,” “piper,” “pin up,” “house” and/or “utility” assignments, but does not refer to a Passenger Conductor used as a minimum crew pursuant to paragraph “a” of this Rule.

Section 2¹² (See also Attachment A-2 of Appendix F)

- a. Auto-Train road crews will consist of a Passenger Conductor and one Assistant Passenger Conductor. Auto-Train yard crews will consist of a Passenger Conductor and one Assistant Passenger Conductor.
- b. A Passenger Conductor and Assistant Passenger Conductor used as described in paragraph "a" of this Rule, will each receive, in addition to his normal compensation, a Reduced Train Crew Allowance of \$7.83 (effective October 1, 1993) for each tour of duty so used. The Reduced Train Crew Allowance will be subject to future general wage increases and cost-of-living allowances.
- c. Nothing in this Rule will prevent the Corporation from using more than the minimum crew requirement, if it so chooses.

Note¹³: In that regard, we agreed to the following:

- (1) The former PRR interpretation of the responsibilities of train service employees over baggage work will be applied on Amtrak. If work is to be performed in the baggage car en route, it will be performed under the guidance and direction of a member of the train crew.
- (2) It is recognized that train service employees do not have the exclusive right to handle baggage. However, a train crew member will be responsible for ensuring that baggage is properly loaded and secured in the baggage car and that the doors are properly sealed before departure.
- (3) When a baggage car is “worked” en route, it will be counted as a revenue car since a train service employee retains the responsibility for ensuring that baggage is properly unloaded, loaded and secured. They must supervise and direct the performance of that work and may be expected and required, in addition to their normal assistant conductor functions, to sort baggage prior to arrival at stations to ensure quick handling at the stations, reducing delays associated with dwell time.
- (4) The organization recognizes that cars in which only containers are loaded or unloaded, shall not be counted as a revenue car under Rule 11.

RULE 12 - EXTRA BOARD

- a. Except as noted below, an employee assigned to an extra board who is available for service during an entire weekly period or who does not lay off or miss a call, will be guaranteed a money equivalent of 40 straight-time hours each weekly period. The term "weekly period"

¹² Adopted from Attachment A-1 of the July 2, 1992 Auto Train Agreement

¹³ Adopted from Letter dated November 23, 1993

means a period of seven consecutive days, starting with Monday. The Corporation will determine the locations of and the number of employees assigned to an extra board.

An employee assigned to an extra board may lay off for one day each week, without affecting his weekly guarantee.

NOTE: The procedures which will be utilized in the implementation of this lay off day are included as Letter No. 10 to this agreement.

- b. Extra employees will be called first in, first out, as registered on the extra board. Employees assigned to an extra board must be qualified to work any assignments protected by the extra board.

NOTE: In addition see New Appendix – Rule 12(b) (Hold Downs) Local Agreements.

- c. Extra employees must register on the extra board immediately upon release from duty at the crew base.
- d. Extra employees missing a call for an assignment for which they stand will be placed at the bottom of the extra board.
- e. Extra employees deadheading to their home crew base under pay will not be marked up on the board until released at their relieving point.
- f. Except in emergencies, extra employees will be called at least two hours before the time required to report for duty.
- g. Extra employees will not be called to fill vacancies unless they have sufficient rest to complete the assignment being called, regardless of their standing on the extra board.
- h. Extra employees sent away from their crew base to outlying points will not be required to remain there longer than one week at a time. Deadhead pay will be allowed only to the first employee for the going trip and to the last employee for the returning trip.
- i. Extra employees who are not called in their turn will be paid four hours and will retain their place on the extra board.
- j. Amtrak will have the right to establish extra boards which protect both Passenger Conductor and Assistant Passenger Conductor vacancies. Prior to establishing a combined extra board, Amtrak will send a written fifteen-day advance notice to the UTU general chairman. Employees on the combined extra board shall be paid at the rate applicable to the position for which called. Employees assigned to such extra board will be guaranteed the money equivalent of 40 straight time hours at the assistant passenger conductor rate of pay subject to the conditions of paragraph "a" above.

Note 1. Employees that have an Amtrak train service seniority date of January 15, 1992, or earlier, who are assigned to a common train service extra board will be guaranteed the money equivalent of 40 straight-time hours at the passenger conductor rate of pay subject to the conditions of paragraph a of this Rule.

- Note 2. Employees who are promoted conductors but not qualified on the physical characteristics of all assignments to be covered by the combination extra board and who exercise seniority onto the combination board when it is established, or for a six (6) month period thereafter, will be allowed to remain on the combination extra board and will be called for those positions for which they are qualified but will be required to qualify in accordance with the carrier's established procedures. At crew bases where there are assistant passenger conductors who are not promoted conductors, such assistant passenger conductors will be permitted to exercise their seniority to the combination extra board, will be called for those positions for which they are qualified, and likewise, will be required to qualify on physical characteristics in accordance with the carrier's established procedures. Failure to qualify within the prescribed time frame will result in the employee being held off the extra board until they become qualified.

RULE 13 - FILLING CONDUCTORS' VACANCIES

- a. Assistant Passenger Conductors used as Passenger Conductors during a portion of their tour of duty will be paid the Passenger Conductor's rate for the entire tour of duty.
- b. A Passenger Conductor vacancy of less than 30 days will be filled on a daily basis in the following order:
 1. by the Passenger Conductor's extra board protecting the assignment at the crew base where the assignment reports;
 2. by a qualified Passenger Conductor regularly assigned as an Assistant Passenger Conductor on the assignment; if more than one Assistant Passenger Conductor is a qualified Passenger Conductor, the senior will have the option of accepting the Passenger Conductor assignment or of remaining as Assistant Passenger Conductor;
 3. by calling the first out promoted and qualified Assistant Passenger Conductor who is available and assigned to the Assistant Passenger Conductor's extra board at the crew base where the assignment reports;
 4. by qualified employees marked up on the passenger conductor relief day extra board;
 5. by the junior available promoted and qualified Assistant Passenger Conductor at the crew base; when a regularly assigned Assistant Passenger Conductor is used as a Passenger Conductor, he will be paid the greater of either his earnings as a Passenger Conductor or the amount he would have been paid on his regular assignment; or
 6. by the junior available promoted and qualified Assistant Passenger Conductor at the nearest adjacent crew base; when a regularly assigned Assistant Passenger Conductor is used as a Passenger Conductor, he will be paid the greater of either his earnings as a Passenger Conductor or the amount he would have been paid on his regular assignment and will be deadheaded to and from his crew base in accordance with Rule 14.

RULE 14 - DEADHEADING

- a. Deadheading and service may be combined in any manner that traffic conditions require, and when so combined, will be paid actual hours on a continuous time basis with not less than eight hours for the combined deadheading and service.
- b.
 - 1. When deadheading is paid for separately and apart from service, actual time consumed with a minimum of eight hours will be allowed.
 - 2. For employees hired after the assumption of service in each of the work zones, when deadheading is paid for separate and apart from service, compensation on a minute basis, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed. However, if service after deadheading to a Crew Base other than the employee's home Crew Base does not begin within sixteen (16) hours after completion of deadhead, a minimum of a basic day at such rate will be paid. If deadheading from service at a Crew Base other than the employee's home Crew Base does not commence within sixteen (16) hours of completion of service, a minimum of a basic day at such rate will be paid. A minimum of a basic day also will be allowed where two separate deadhead trips, the second of which is out of a Crew Base other than the home Crew Base, are made with no intervening service performed. Non-service payments such as held-away-from-home Crew Base allowance will count toward the minimum of a basic day provided in this paragraph. Deadheading will not be paid where not paid under existing rules.
- c. Employees are not entitled to deadhead pay for traveling from one point to another in exercising seniority.
- d. Employees will be notified at the time called of the manner in which they will deadhead, and the proper officer of the Corporation will mark their timeslips accordingly. If not so notified, the applicable provisions of paragraphs "b1" or "b2" will apply.

RULE 15 - DEFERRED STARTING TIME

Where employees normally report for duty without being called, and it is desired on any day to defer the reporting time, at least two hours' advance notice will be given before the usual reporting time of the assignment. The advance notice will specify the new reporting time, and the employees' trip or tour of duty will not begin until that time. If not so notified, the reporting time will be as provided in the assignment. An employee may have his starting time deferred only once for each trip or tour of duty.

RULE 16 - LAYING OFF/REPORTING

- a. Regularly assigned employees laying off due to sickness must notify the appropriate official in sufficient time to call a replacement. Employees who desire to lay off for personal reasons may do so only when such absence is authorized in advance by the proper officer of the Corporation.
- b. A regularly assigned employee who has laid off will mark up for his regular assignment not less than three hours in advance of his reporting time.

RULE 17 - CALLS

- a. 1. Employees called, or required to report without being called, and released without having performed service will be paid for actual time held with a minimum of four hours and, in the case of extra employees will remain first out on the extra board; if held over four hours and released without having performed service, they will be paid eight hours and, in the case of extra employees, will be placed at the bottom of the extra board.
2. A regular assigned employee who is displaced from his assignment and no attempt was made to notify such employee at least two (2) hours prior to reporting time of his assignment and such employee reports for the assignment without being notified and is not permitted to work, the displaced employee will be allowed the earnings of the assignment from which displaced less any other earnings made on such calendar day. In the application of this Rule, an employee may not physically displace onto an assignment less than four (4) hours prior to the reporting time of the assignment.
- b. Employees who are called in an emergency situation after having already performed compensated service on the day involved will be paid for the actual time worked at the time and one-half rate, with a minimum of eight hours.
- c. If an employee on a regular assignment in the off-corridor service is called on a day on which he is not scheduled to work nor being held at other than his home crew base, he will be paid for actual time worked at the time and one-half rate with a minimum of eight hours, provided he works all the hours of his regular assignment in the same work week, unless unable due to the call.

RULE 18 - CUTOFF EN ROUTE

- a. Crews in passenger service will not be released from duty before arriving at their advertised crew base or turnaround point, unless it is apparent that the trip cannot be completed under the laws limiting the hours on duty. Employees will be released from duty under this Rule only upon instructions from the proper officer of the Corporation.
- b. Crews released between crew bases under the law limiting the hours on duty will again be considered on duty and under pay immediately after expiration of the legal rest period for the crew. The longest period of rest required by any member of the crew will be the rest period for the entire crew.
- c. Crews released from duty under the law who then deadhead into a crew base or turnaround point will be paid continuous time at the hourly rate until released at their relieving point.
- d. Employees will not be cut off for rest pursuant to this Rule, except at locations where food and lodging are available. In such cases, the employees will be covered by Rule 19 - Expenses Away From Home.

RULE 19 - EXPENSES AWAY FROM HOME

- a. When a crew or individual members thereof are released from duty at a location other than the designated crew base of the assignment for more than four hours, each member of the crew so

released will be provided suitable lodging at the Corporation's expense and will receive a meal allowance of \$5.00. A second allowance of \$5.00 will be provided after being held an additional eight hours. Effective November 1, 1994, such meal allowance shall be increased to \$6.00.¹⁴

- b. Extra employees will be provided with lodging and meal allowance in accordance with the provisions of this Rule when they are released from duty at other than their assigned crew base.
- c. Employees called from the extra board to fill vacancies at outlying points will be provided lodging and meal allowance in accordance with the provisions of this Rule at the outlying point in the same manner as if held at a point other than their assigned crew base, subject to the following conditions:
 - 1. An "outlying point" is one which is outside the crew base territory of the extra board from which employees are called.
 - 2. Lodging or allowances in lieu thereof will be provided only when extra employees are held at the outlying point for more than one tour of duty.
- d. In the event an employee is released from duty at a crew base other than his assigned crew base and is entitled to suitable lodging under Rule 19, the Carrier shall furnish transportation to such employee from such location to the location of the suitable lodging when the distance he must travel between the two locations, or other factors, are sufficient to cause hardship if he were required to travel between them without some form of transportation.

In the application of this paragraph, the General Superintendent and the Local Chairman will confer in an effort to reach an understanding as to whether or not the distance, or other factors, are sufficient to cause a hardship.

RULE 20 - TRAINING, QUALIFYING AND EXAMINATIONS

- a. Employees will be required to attend training classes and take examinations connected with their duties as Passenger Conductors or Assistant Passenger Conductors. Examinations may be written or oral and include promotion examinations, physical examinations, territorial qualification examinations and service examinations (on the Operating Rules, Safety Rules, ticket and revenue collection procedures, air brake and other equipment rules).
- b. Subject to the exceptions listed below, employees required to attend a training class or an examination will be compensated for the time engaged in such training or examination. If required to lose time, employees will be paid an amount not less than they would have earned on the assignment they would have worked. If no time is lost, employees will be compensated for the actual time consumed in such training class or examination, at the straight-time hourly rate, with a minimum of eight hours' pay at the rate of the last position worked or the entry rate, if applicable.

¹⁴ By letter dated April 7, 2011, the meal allowance was increased effective April 1, 2011 from \$6.00 to \$8.00 and effective October 1, 2011 from \$8.00 to \$9.00

Exceptions:

1. Any qualification examinations or familiarization trips necessary in the voluntary exercise of seniority.
 2. Promotional examinations.
 3. Physical examinations, including vision and hearing examinations.
 4. Territorial qualification examinations, except as provided in paragraph "c" of this Rule.
- c. Employees who are instructed to qualify or who are force-assigned to a crew base, regular assignment or extra board, where it is necessary to qualify, will be compensated for such qualifying. If required to lose time, employees will be paid an amount not less than they would have earned on the assignment they would have worked. If no time is lost, employees will be compensated for the actual time consumed in qualifying, at the straight-time hourly rate, with a minimum of eight hours' pay at the rate of the last position worked or the entry rate, if applicable.
- Employees who voluntarily exercise seniority to a Passenger Conductor extra board may elect to be compensated for qualifying under the provisions of Rule 20. Employees who elect to accept compensation for such qualifying will be required to remain on the Conductors extra board for not less than six months after completion of such qualifying, unless unable to retain such position based on their seniority.
- d. To the extent practicable and except as provided in paragraph "c" of this Rule, the Corporation will schedule promotion examinations and territorial qualification examinations so that employees may arrange to take them without loss of time. Unless otherwise specified by the Corporation, employees will arrange to schedule their own physical examinations.
- e. Employees required to travel on other than an assigned work day or layover day in order to attend a training class or examination at other than their home crew base will be compensated for the actual time spent traveling at the straight time rate of pay with a maximum of eight hours pay. When employees are compensated for attending a training class or examination on the same day on which required to travel, payment for travel shall be applied against such compensation.

NATIONAL RAILROAD PASSENGER CORPORATION
810 North Alameda Street, Third Floor, Los Angeles, CA 90012



May 27, 2011

Mr. Chris Leo
Local Chairman, Local 84 -United Transportation Union
4322 Laurel Grove Avenue
Studio City, CA 91604


Dear Mr. Leo:

This has reference to our discussions pertaining to the immediate need to attract qualified conductors to the Metrolink service in connection with the scheduled increase in the number of Metrolink trains. In view of this unique circumstance and as an incentive to attract existing qualified employees, it is agreed that effective with the date of final approval of this Local Agreement that:

- (1) Employees awarded a position in Work Zone CS-3 who have not reached the full rate of pay will be credited with up to an additional two (2) years service under Rule 3 - Entry Rates.
- (2) The two (2) year credit will remain in effect as long as the employee holds a position in Work Zone CS-3.
- (3) Employees awarded positions in Work Zone CS-3 are subject to the provisions of the Local Agreements dated September 27, 2010, which remain applicable.

This constitutes a Local Agreement, as that term is used in Rule 47 of the Amtrak/UTU Agreement dated January 29, 1986, as amended. This agreement is without precedential value and may be cancelled by either party with fifteen (15) days advance written notice to the other party.

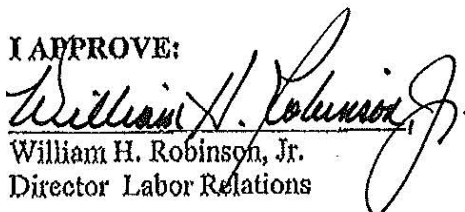
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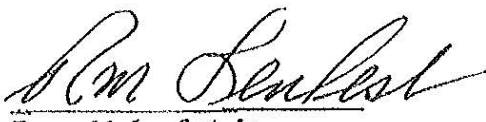

Valorie J. Giulian
Manager - Labor Relations

I CONCUR:


Chris Leo
Local Chairman - UTU

I APPROVE:


William H. Robinson, Jr.
Director Labor Relations


Roger M. Lenfest, Jr.
General Chairperson - UTU

RULE 21 - ATTENDING COURT OR CORONER'S INQUEST

- a. Regular employees attending court or inquest or giving a deposition or stenographic statement in connection with other legal proceedings as a witness on behalf of the Corporation at the direction of a proper officer of the Corporation, will be paid for the time actually lost on their assignments each day. Necessary expenses, including travel expenses, will be paid when away from home.
- b. An extra employee attending court or inquest, or giving a deposition or stenographic statement in connection with other legal proceedings as a witness on behalf of the Corporation at the direction of a proper officer of the Corporation, will be paid for each day the amount he would have earned and placed in the same relative standing had he been called in his turn from the extra board. Necessary expenses, including travel expenses, will be paid when away from home.
- c. Employees attending court or inquest as a witness on behalf of the Corporation or giving a deposition or stenographic statement in connection with other legal proceedings at the direction of a proper officer of the Corporation, when no time is lost, will be paid eight hours for each day at the rate of the last service worked. Necessary expenses, including travel expenses, will be paid when away from home, and extra employees will hold their same relative standing on the crew board.
- d. No deadhead payment will be made to employees for any traveling necessary to their attendance at court or inquest.
- e. Witness fees and mileage allowance will be remitted to the Corporation.

RULE 22 - BEREAVEMENT LEAVE

Bereavement leave will be allowed in case of the death of an employee's brother, sister, parent, child, spouse or spouse's parent, not in excess of three calendar days following the date of death. In such cases, eight hours' pay will be allowed for each work day lost during bereavement leave. Employees involved will make provision for taking leave with their supervisor in the usual manner. Agreed to questions and answers to the National Agreements where applicable are by reference hereto incorporated herein.

RULE 23 - JURY DUTY

When employees are summoned for jury duty and are required to lose time from their assignments, they will be paid for actual time lost with a maximum of eight hours' pay for each calendar day lost. From this amount will be deducted the amount allowed for jury service for each such day, except allowances paid by the court for meals, lodging or transportation. These payments are subject to the following requirements and limitations:

- 1. An employee must furnish the Corporation with a statement from the court of jury allowance paid and the days on which jury duty was performed.
- 2. The number of days for which jury duty pay will be paid is limited to a maximum of 60 days in any calendar year.

3. No jury duty pay will be allowed for any day the employee is entitled to vacation.

Agreed to questions and answers to the National Agreements where applicable are by reference hereto incorporated herein.

RULE 24 - TIME LIMIT AND PROCEDURES FOR HANDLING CLAIMS

Section 1

- a. Any claim for compensation alleged to be due arising out of the application or interpretation of this Agreement may be made by an employee or, on his behalf, by a duly accredited representative, and must be submitted in writing, in duplicate, to the officer of the Corporation designated to receive time claims, not later than 30 days from the date of occurrence on which the claim is based. The representative of the Corporation who receives the time claim must acknowledge receipt by dating, signing and returning the duplicate copy to the claimant or the duly accredited representative who submitted the claim.
- b. If a claimant is absent because of sickness, temporary disability, or vacation, the 30-day time limit will be extended by the number of days of such absence.
- c. In order for a claim to be considered, the individual who files the claim, either the claimant or his duly accredited representative must furnish sufficient information on the time slip to identify the basis of claims, such as but not limited to:
 1. Name, occupation, employee number, division.
 2. Train symbol or job number.
 3. On and off duty time.
 4. Date and time of day work was performed.
 5. Location and details of work performed for which claim is filed.
 6. Upon whose orders work was performed.
 7. Description of instructions issued to have work performed.
 8. Claims being made, including rule under which claimed and reason supporting claims.

Items normally associated with the service time slip, such as conversion to Passenger Conductor's rate, deadheading, held at other than home crew base, meal allowance, and allowances under Rule 11 will be submitted as part of the service time slip.

- d. If a claim for compensation alleged to be due is not submitted in the manner set forth and prescribed in paragraphs "a" and "c" above, such claims will not be entertained nor allowed. The improper submission of one claim will not invalidate other claims of like or similar nature. No monetary claim will be valid, unless the Claimant was available, qualified, and entitled to perform the work.

- e. When a claim for compensation alleged to be due, presented in accordance with this Rule, is not allowed, or should payment be made for less than the full amount claimed, the claimant will be informed of the decision and reason therefor within 60 days from the date the claim is received. When not so notified, the claim will be allowed, but such payment will not validate any other such claims nor will such payment establish any precedent.
- f. A claim for compensation, properly submitted, which has been denied, will be considered closed unless the Local Chairman, within 60 days from the date of denial, lists the claim in writing for discussion with the designated Labor Relations officer. When a claim for compensation is denied following such discussion, the Labor Relations officer will notify the Local Chairman in writing within 60 days from the date of such discussion. When not so notified, the claim will be allowed as presented, but such payment will not validate any other such claims nor will such payment establish any precedent.
- g. A claim for compensation denied in accordance with paragraph "f" above will be considered closed unless, within 60 days from the date of the denial, the Local Chairman presents a written request to the Labor Relations officer for a Joint Submission.
- h. A Joint Submission will consist of a Subject which will be the claim as submitted to the Labor Relations officer, a Joint Statement of Agreed Upon Facts, a Position of Employees and a Position of the Corporation.

If the parties are unable to agree upon a Joint Statement of Agreed Upon Facts, the Local Chairman may progress the claim as an Ex Parte Submission. An Ex Parte Submission will consist of a Subject which will be the claim as submitted to the Labor Relations officer, a Statement of Facts and a Position of the Employees.

- i.
 - 1. When a Local Chairman makes a request for a Joint Submission, he will prepare a proposed Joint Statement of Facts together with the Position of the Employees and submit it to the Labor Relations officer. If the proposed Joint Statement of Facts meets with the approval of the Labor Relations officer, the Labor Relations officer will complete the Joint Submission within 60 days from the date of receipt of the proposed Joint Statement of Agreed Upon Facts, by including the Position of the Corporation. Three copies of the completed Joint Submission will be furnished to the Local Chairman. Failure to complete the Joint Submission within the time limit set forth, the specific claim will be allowed as presented, but such payment will not validate any other such claims nor will such payment establish any precedent.
 - 2. If the proposed Joint Statement of Facts does not meet with the approval of the Labor Relations officer, the Labor Relations officer will submit a revised proposed Joint Statement of Agreed Upon Facts to the Local Chairman. If the Local Chairman agrees with the revised proposed Joint Statement of Facts, he will notify the Labor Relations officer accordingly. The Labor Relations officer will complete the Joint Submission within 60 days from the date of receipt of the approval of the Joint Statement of Agreed Upon Facts, by including the Position of the Corporation, and furnish three copies of the completed Joint Submission to the Local Chairman. Failure to complete the Joint Submission within the time limit set forth, the specific claim will be allowed as presented,

but such payment will not validate any other such claims nor will such payment establish any precedent.

3. If the Local Chairman does not agree with the proposed revised Statement of Facts submitted to him by the Labor Relations officer and the claim is to be progressed as an Ex Parte Submission, the Local Chairman will so notify the Labor Relations officer in writing within 15 days from the date the Labor Relations officer forwarded the proposed revised Statement of Facts to the Local Chairman. The Local Chairman will complete and submit three copies of the Ex Parte Submission to the Labor Relations officer within 30 days from the date of his notification to the Labor Relations officer of his intent to progress an Ex Parte Submission. Upon receipt of the Employees' Ex Parte Submission from the Local Chairman, the District Manager-Labor Relations will forward to the Local Chairman three (3) copies of the Corporation's Ex Parte Submission, which will consist of the Corporation's Statement of Facts and the Position of the Corporation. Failure to complete the Ex Parte Submission within the time limit set forth herein, the claim will be considered closed.
- j. The General Chairman will have 60 days from the date on which the Joint Submission or Ex Parte Submission is completed in which to list the claim, in writing, with the highest appeals officer, for discussion. If the claim is not listed within 60 days from the date the submission is completed, the claim will be considered closed.
- k. When a claim for compensation properly progressed in accordance with this Rule is not allowed following discussion between the General Chairman and the highest appeals officer, the highest appeals officer will notify the General Chairman of his decision, in writing, within 90 days from the date of such discussion. When not so notified, the claim will be allowed as presented, but such payment will not validate any other such claims nor will such payment establish any precedent.
- l. The decision of the highest appeals officer of the Corporation will be final and binding unless within six months from the date of that decision the highest appeals officer is notified in writing that his decision is not accepted. In the event of such notification, the claim will become invalid unless, within one year from the date of the decision by the highest appeals officer, the claim is disposed of on the property or submitted to a tribunal having jurisdiction pursuant to law or agreement, unless the parties mutually agree to other proceedings for final disposition of the claim.
- m. The time limit provisions in this Rule may be extended at any level of handling in any particular claim by mutual consent in writing by the duly authorized officer of the Corporation and the duly accredited representative of the Organization.
- n. The time limits set forth herein do not apply in discipline cases.

Section 2 - Adopted from Agreement dated May 23, 1983

- a. Passenger Conductors and Assistant Passenger Conductors will furnish all information required on time slips so that proper identification of payments can be made.

- b. An itemized statement of the employee's daily earnings for each pay period will be furnished with the employee's pay draft. A brochure type pamphlet containing applicable codes will be provided each employee to enable him to determine what payments were made for each date.
- c. The requirement set forth in paragraph (e) of Rule 24 for initial denial of monetary claims for compensation alleged to be due will be satisfied when a monetary claim is identified and disallowed on an itemized statement of earnings form issued within the time limit specified in Rule 24. If an employee feels he has been improperly paid on the itemized statement of daily earnings form, he will submit his claim or grievance to the Local Chairman for appeal handling in accordance with paragraph (f) of Rule 24.
- d. The itemized statement of daily earnings form will serve as notification of payment of claims and no further notification will be required.
- e. Employees should use the itemized statement of daily earnings as the basis of reporting any overpayments.

RULE 25 - DISCIPLINE

- a. Except as provided in paragraph (e), employees will not have a reprimand noted their discipline records nor be suspended or dismissed from the service without a fair and impartial trial.
- b. When a major offense has been committed, an employee considered by management to be guilty thereof may be held out of service pending a trial and decision. A major offense is generally recognized as:
 - 1. Dishonesty, including falsification of reports or other documents;
 - 2. Extreme negligence;
 - 3. Use of possession of alcoholic beverages, intoxicants, narcotics; or
 - 4. Insubordination, disorderly or immoral conduct, or any offense bringing discredit upon the Corporation.
- c.
 - 1. An employee who is required to make a statement prior to the trial in connection with any matter, which may eventuate in the application of discipline to any employee, may if he/she desires to be represented, be accompanied by a duly accredited representative. A copy of his/her statement, if reduced to writing and signed by him/her, will be furnished to him by the Corporation upon his request and to the duly accredited representative when requested. Only one such statement may be required.
 - 2. Employees who are required to attend investigation immediately after having finished work, or just prior to reporting for work and who do not thereby lost time on their assignments or extra boards, will be allowed continuous time at their regular hourly rate for the time spent in attending the trial, unless they are found guilty of the offense involved.
 - 3. If an employee is required to lose time in order to make such statement and is not assessed discipline in connection with the incident involved, he/she will be paid the greater of the

amount actually earned on the date(s) of such statement and the amount he/she would have earned had he/she not been required to make the statement.

4. If required to attend investigation at other than the times mentioned in paragraph “2” hereof, and without losing time thereby on their assignments or extra boards, they will be compensated a minimum of eight (8) hours at a rate of the last service performed for the time spent attending investigation, unless they are found guilty of the offense involved.
 5. No payment except such as may be required under paragraph “1.” “2.” or “3” of this Rule will made to employees for any traveling necessary for attendance at a trial.
 6. Except when held off duty because of a major offense, extra employees required to attend investigation will retain their relative standing on the extra board.
 7. This Rule will apply to employees required to attend trial and also to employees required to attend investigation or trial as witnesses.
- d.
1. An employee who is accused of an offense and who is directed to report for a trial therefore, will be given reasonable advance notice in writing of the specific charge on which he/she is to be tried and the time and place of the trial.
 2. When a letter of complaint against an employee is the basis for requiring him/her to attend the trial, the employee will be furnished a copy of the written complaint together with the written notice for him/her to attend the trial.
 3. Unless mutually agreeable between the Local Chairman and the Charging Officer, trials will be held at the employees home crew base.
- e.
- Formal trials, except those involving a major offense, may be dispensed with should the employee involved and/or the Local Chairman and an authorized officer of the Corporation, through informal handling, be able to resolve the matter to their mutual interest. Requests for informal handling must be made at least twenty-four (24) hours before a formal trial is scheduled to begin. No formal transcript statement recording will be taken at the informal handling. When a case is handled informally and the matter of responsibility and discipline to be assessed, if any, is resolved, no formal trial will be required. A written notice of the discipline assessed and the reason therefor will be issued to the employee responsible, with a copy to the Local Chairman, if he/she participated in the informal handling, at the conclusion of the informal handling. Discipline matters resolved in accordance with this paragraph are final and binding.
- f.
- Trials on matters which involve employees held out of service will be scheduled to begin within ten (10) days following date the accused is first held out of service. If not so scheduled, the charge will become null and void, and the employee will be paid the amount he/she would have earned had he/she not been held out of service.

This time limit is subject to the availability of the accused and witnesses to attend trial and will be extended by the equivalent amount of time the accused employee and necessary witnesses are off duty account of sickness, temporary disability, discipline, leave of absence or vacation.

The ten (10) day time limit may be extended by mutual agreement, in writing between the Corporation and the accused employee or his/her duly accredited representative.

- g. Trials on matters which do not involve employees being held out of service will be scheduled to begin within twenty (20) days from the date of management's first knowledge of such matters. If not so scheduled, the charge will become null and void. This time limit is subject to the availability of the accused and witnesses to attend the trial and will be extended by the equivalent amount of time the accused employee and necessary witnesses are off duty account of sickness, temporary disability, disciplines, leave of absence or vacation.¹⁵

The twenty (20) day time limit may be extended by mutual agreement, in writing, between the Corporation and the accused employee or his/her duly accredited representative.

- h. If an employee desires to be represented at a trial, he/she may be accompanied by a duly accredited representative. The accused employee or his/her duly accredited representative will be permitted to question witnesses and those conducting the trial insofar as the interests of the employee are concerned. Such employee will make his/her own arrangement for the presence of the said representative, and no expense incident thereto will be borne by the Corporation.

An employee who may be subject to discipline and his/her duly accredited representative will have the right to be present during the entire trial. Witnesses appearing at the request of the Corporation at a trial will be called upon prior to the employee subject to discipline and those witnesses testifying on his/her behalf. Witnesses will be examined separately.

- i. When an employee is assessed discipline, a true copy of the trial record will be given to the employee and to his/her duly accredited representative with the notice of discipline.
- j. If discipline is to be imposed following trial and decision, the employee to be disciplined will be given a written notice thereof within fifteen (15) days of the date the trial is completed, and at least fifteen (15) days prior to the date on which the discipline is to become effective, except that in cases involving major offenses discipline may be made effective at any time after decision without advance notice.

The fifteen (15) day time limit to give written notice of discipline may be extended by mutual agreement, in writing, between the Corporation and the accused employee, or his/her duly accredited representative.

If no discipline is imposed following the trial and the employee was required to lose time as a result of such trial, he/she will be paid the greater of the amount actually earned on the

¹⁵ Where employees have self-reported a close call event or condition to NASA, the time limits applicable to the progression of any charges stemming from the event as described in the Confidential Close Call Reporting System Implementing Memorandum of Understanding (C3RS/IMOU) dated May 11, 2010 (see Appendices), are to be held in abeyance pending final acceptance or rejection of their report. Upon presentation of the NASA close call report receipt to the charging officer, any pending charges for a covered event or condition will be destroyed (see Appendices: C3RS Discipline Agreement).

date/dates of the trial and the amount he/she would have earned had he/she not attended the trial.

- k.
 - 1. Except where a major offense has been committed, if the discipline to be imposed is suspension, its application will be deferred unless within the succeeding six (6) month period; the accused employee commits another offense for which discipline by suspension is subsequently imposed.
 - 2. The six (6) month period in paragraph “k.1.” will hereinafter be referred to as the probationary period.
 - 3. Probationary periods will commence as of the date the employee is notified, in writing, of the discipline imposed.
 - 4. If the disciplined employee maintains a record clear of offenses during the probationary period, he/she will not be required to serve the suspension. In all cases the suspended discipline will remain on the employee’s record with the notation, “Suspension deferred.”
 - 5. If within the probationary period, the employee commits another offense, for which discipline by suspension is subsequently imposed, the suspension that was held in abeyance in paragraph “k1” will be applied when discipline is imposed for such other offense and a new period of probation will be started in connection with the subsequent offense.
 - 6. Discipline by dismissal and suspension where a major offense has been committed will not be subject to the probationary period.
 - 7. If the discipline to be applied is suspension, the time an employee is held out of service, and time lost making a statement and attending trial, will be:
 - (A) Applied against the period of suspension for which the offense when the suspension is actually served.
 - (B) Considered time lost without compensation if the employee does not serve the suspension due to compliance with paragraph “k4”.
 - 1. Except as provided in paragraph (o), when an employee or his/her duly accredited representative considers the discipline imposed unjust and has appealed the case in writing to the Labor Relations officer having jurisdiction within fifteen (15) days of the date the employee is notified of the discipline, the employee will be given an appeal hearing.
 - 2. The hearing on an appeal, if requested, will be granted within fifteen (15) days of the Labor Relations offices receipt of the request for an appeal hearing.
 - 3. This appeal, where the discipline imposed is suspension, will act as a stay (except in the case of a major offense) in imposing the suspension until after the employee has been given a hearing.
- m. At hearings on appeals, an employee may, if he desires to be represented at such hearing, be accompanied, without expense to the Corporation, by a duly accredited representative.

- n. The designated officer of the Corporation will advise the employee of the decision, in writing, within fifteen (15) days of the date the appeal is heard. If an employee is not so advised, the appeal will be considered as having been sustained. This time limit may be extended by mutual agreement, in writing, between the designated officer of the Corporation and the accused employee or his/her duly accredited representative. If the decision, in cases of suspension, is to the effect that suspension will be imposed, either in whole or for a reduced period, the stay referred to in paragraph “l” will be lifted and suspension imposed subject to the provisions of Rule 25, paragraph “k”.

Further appeal will be subject to the procedural provisions of paragraphs “g,” “h,” “i,” “j,” and “k” of Rule 24.

- o. In appealing cases involving the discipline of dismissal, the General Chairman must, within 60 days after the date the decision is rendered, make an appeal in writing to the highest appeals officer of the Corporation requesting that he/she be given a written response or that the case be held in abeyance pending discussion in conference with the highest appeals officer of the Corporation. When a written response is requested, the highest appeals officer of the Corporation will give written notification of his/her decision to the General Chairman within 60 days after the date of his receipt of the appeal. When a request is made for the case to be held in abeyance pending discussion in conference, the conference will be arranged within 60 days after the highest officer of the Corporation receives the request for a conference. The highest appeals officer of the Corporation will give written notification of his/her decision to the General Chairman within 60 days after the date of the conference.
- p. Decision by the Director, Labor Relations will be final and binding unless, within sixty (60) days after written notice of the decision, said officer is notified in writing that the decision is not acceptable.

All appeals from the decision of the Director, Labor Relations will be barred unless, within one hundred twenty (120) days from the date of said officer’s decision, proceedings are instituted by the employee before a tribunal having jurisdiction pursuant to law or agreement over the matter involved.

- q. If at any point in this appeals procedure or in proceedings before a tribunal having jurisdiction it is determined that the employee should not have been disciplined, any charges related thereto in the employee’s personal service record will be voided and, if held out of service (suspended or dismissed), the employee will be reinstated with pay for all time lost and with seniority and other rights unimpaired.
- r. If at any point in this appeals procedure or in proceedings before a tribunal having jurisdiction it is determined that the discipline imposed should be modified, the employee will be paid for all time lost in excess of such modified discipline.
- s. The time limit provisions in this Rule may be extended at any level of handling in any particular case by mutual consent in writing by the duly authorized officer of the Corporation and the duly accredited representative of the Organization.

RULE 26 - LEAVE OF ABSENCE

- a. Employees will be allowed up to 30 days off duty upon receipt of permission from the proper official of the Corporation. Employees must request written leave of absence when they are to be off duty for more than 30 consecutive days.
- b. A written leave of absence without impairment of seniority will be granted upon request to an employee for the following reasons:
 - 1. To accept an official position with the Corporation, another railroad company or related national railroad agencies.
 - 2. To perform union committee work or to accept full-time union position.
 - 3. To accept an elective or appointive public office for which a competitive examination is not required.
 - 4. To accept an appointive public office for which a competitive examination is required if such public office is related to railroad work.
- c. An employee granted a leave of absence in accordance with paragraph "b1" or "2" will be granted that leave of absence for the duration of the assignment.
- d. Upon request, an employee will be granted a written leave of absence to perform military service in accordance with current applicable reemployment statutes.
- e. A request for a leave of absence for reasons other than those outlined in paragraphs "b" and "d" will be considered only when the requirements of the service permit. If a request for a leave of absence is denied, the General Chairman will, upon request, be advised the reason for denial.
- f. A request for a leave of absence or for an extension must be made in writing to the highest appeals officer of the Corporation, with a copy to the General Chairman.
- g. Except as set forth in paragraphs "c" and "d", no leave of absence or extension thereof will exceed one year.
- h. An employee who fails to report for duty within 15 days after the expiration of an authorized leave of absence or an extension thereof or fails to furnish satisfactory reason for not doing so will have his seniority terminated and record closed. An employee whose seniority has been terminated may, through his General Chairman, appeal such termination to the highest appeals officer within 30 days of the notice of termination.
- i. An employee granted a leave of absence under paragraph "b1" or "2" will be required to return to duty in the craft within 60 days after being relieved of his assignment, or he will be subject to conditions set forth in paragraph "h".
- j. An employee who absents himself without a written authorized leave of absence as provided in this Rule will have his seniority terminated.

- k. A leave of absence is not required when an employee is unable to perform service for the Corporation due to a bona fide sickness or injury.
- l. An employee absent in accordance with paragraph "a" who engages in other employment will forfeit all of his seniority under this Agreement.
- m.¹⁶ Employees will be granted a written leave of absence in the following circumstances:
 - * if offered employment as a Passenger Engineer and such is accepted, and;
 - * if recalled as a Passenger Engineer.

An employee, granted a leave of absence in accordance with this understanding, will be granted that leave for the duration of his assignment as a Passenger Engineer. It was also understood that such employee would only be able to exercise his seniority under the January 29, 1986, Rules Agreement if he is furloughed as a Passenger Engineer.

RULE 27 - COMPULSORY RETIREMENT

Eliminated from the agreement.

RULE 28 - APPROVAL OF APPLICATION

- a. Applications of new employees will be approved or disapproved within 90 calendar days after applicants begin work. If applications are not disapproved within the 90-day period, the applications will be considered as having been approved. The Corporation will return all documents furnished by applicants, if requested within 90 calendar days from the date of employment.
- b. In the event it is discovered within the first year of employment that applicants gave materially false information, the 90-day time limit will not apply, and the employee may be terminated without an investigation. If such information is discovered after the first year of employment, the employee will be entitled to a hearing under Rule 25 of these work rules. Giving materially false information on applications will be grounds for termination.

RULE 29 - PHYSICAL REEXAMINATION

- a. Employees will be subject to periodic medical examination in accordance with Corporation policy.
- b. When it is obvious that an employee is medically (physically or mentally) impaired in a way that affects his service, the Corporation may hold that employee out of service pending the outcome of a medical examination. Employees held out of service by the Corporation because they are medically unable to perform service may have an examination by a doctor of their own choosing without expense to the Corporation. In case of disagreement on the employee's fitness to work, the two doctors will select a third doctor, who is a specialist in the medical area involved, and the decision of the majority of the three as to the employee's fitness will be

¹⁶ Adopted from March 21, 1986 letter

final. The expense of the third doctor will be shared equally by the parties. If it is determined that the employee's condition does not warrant being held out of service, such employee will be returned to service, and if it is determined that the employee was medically fit to perform service at the time he was held out of service, the employee will be paid for all time lost.

- c. An employee who has accepted medical disqualification or who was found to be properly disqualified by a neutral physician may, if there has been a change in his medical condition as evidenced by a report of his personal physician, request a reexamination. There will be no claim for time lost in such case, unless the Corporation refused to grant the reexamination or there is unreasonable delay in applying the terms of this paragraph.
- d. Where an indoor test discloses a deficiency of vision, color perception or hearing, the employee will, on request, be granted a field test, the result of which will determine his physical qualification for service. In case of a failure to pass a vision test when examined without corrective lenses, the employee will be given the opportunity for a reexamination with corrective lenses.

RULE 30 - LOCKER FACILITIES

Locker, toilet, and lavatory facilities will be provided at crew bases where employees go on and off duty.

RULE 31 - UNIFORMS

The Amtrak Uniform Agreement (Appendix "C" hereto) will apply to employees covered by these work rules.

RULE 32 - VACATION

The National Vacation Agreement of April 29, 1949, as currently amended, will apply to employees covered by this Agreement. The parties will make such modifications to the provisions of the National Vacation Agreement as are necessary to conform to the basis of pay established in Rule 2. Former railroad employees accepting employment with the Corporation pursuant to the agreements concerning the assumption of Off Corridor service, will be given credit for their former railroad service in determining their vacation entitlement.

OPS-VAC.
Synthesis

Synthesis
of
Operating Vacation Agreement
1980
(This is intended as a guide and is not to
be construed as constituting a separate
Agreement between the parties.).

Originally prepared November 2, 1967, by
Section 10 Committee of the April 29, 1949
Operating Vacation Agreement, as amended,
Revised as of December 31, 1980.

Synthesis
of
OPERATING VACATION AGREEMENTS

The following represents a synthesis in one document for the convenience of the parties, of the National Vacation Agreement of April 29, 1949, between certain carriers represented by the National Carriers' Conference Committee and their employees represented by the Brotherhood of Locomotive Engineers and the United Transportation Union (formerly the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America), and the several amendments made thereto in various national agreements up to October 15, 1982:*

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any vacation provision, the terms of the appropriate vacation agreement shall govern.

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Section 1 (a) - Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.) (See NOTE below.)

*Agreement of 9/28/82 with the BLE
*Agreement of 10/15/82 with the UTU

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(b) - Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951, or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See NOTE below.)

(c) - Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eight or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said eight or more years of continuous service renders service of not less than one thousand two hundred and eighty (1280) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

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Beginning with the year 1960 on all other carriers, in the application of this Section 1(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(d) - Effective January 1, 1982, each employee subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having seventeen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said seventeen or more years of continuous service renders service of not less than two thousand seven hundred and twenty (2720) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(e) - Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vaca-

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tions. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(e) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

NOTE: In the application of Section 1(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

(f) - In dining car service, for service performed on and after July 1, 1949 each 7½ hours paid for shall be considered the equivalent of one basic day in the application of Section 1 (a), (b), (c), (d) and (e).

(g) - Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

The 60 and 30 calendar days referred to in this Section 1(g) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(h) - Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), one thousand two hundred and eighty (1280) basic days under Section 1(c), two thousand seven hundred and twenty (2720) basic days under Section 1(d), and four thousand (4,000) basic days under Section 1(e).

(i) - Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

- 5 -

(j) - In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(k) - In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the calendar year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

(l) - In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1 (a), (b), (c), (d) or (e) and (j) hereof.

Section 2 Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

General

(a) - An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (b).

(b) - Beginning on the date Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement are concerned:

- 6 -

Yard Service

(1) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' pay at the rate of the last service rendered.

Combination of Yard and Road Service

(2) An employee having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay for each week of vacation shall not be less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

NOTE: Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

Section 3 Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

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Section 4 Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

Section 5 The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

Section 6 Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

Section 7 (a) - Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.

(b) - After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

Section 8 The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

Section 9 The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

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Beginning on the date Agreement "A" dated September 21, 1950, May 25, 1951, or May 23, 1952, became or becomes effective on any carrier, such additional vacation days shall be reduced by 1/6th with respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service.

Section 10 Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the chief executives of the five organizations signatory hereto, or their representatives or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 11 This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employees represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, insofar as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented by the Brotherhood of Locomotive Engineers and the United Transportation Union.

Section 12 This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

Section 13 This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

Section 14 The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

SIGNATURES OMITTED

MEMORANDUM

Chicago, Illinois, April 29, 1949

Referring to agreement, signed this date, between employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, and Carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, with respect to vacations with pay:

In computing basic days in miles or hours paid for, as provided in Section 1 of said agreement, the parties agree that the following interpretations shall apply:

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.
2. An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1-1/4 basic days.
3. An employee in freight service on a run of 125 miles, with a total time on duty of 14 hours on the trip, will be credited with 1-3/4 basic days.
4. An employee in yard service working 12 hours will be credited with 1-1/2 basic days.
5. An employee in freight service, run-around and paid 50 miles for same, will be credited with 1/2 basic day.
6. An employee in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.
7. An employee in freight service, paid no overtime or other allowances, working as follows:

1st trip,	150 miles
2nd trip,	140 miles
3rd trip,	120 miles
4th trip,	150 miles
5th trip,	140 miles
TOTAL	<u>700 miles</u>

will be credited with seven basic days.

8. An employee in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.

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9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.
10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
12. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1-1/8 basic days.
13. An employee in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.
14. An employee is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.
15. An employee is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

S/ A. Johnston
Grand Chief Engineer
Brotherhood of Locomotive Engineers

S/ D. P. Loomis
Chairman
Western Carriers' Conference Committee

S/ C. J. Goff
Asst. President
Brotherhood of Locomotive Firemen and
Enginemen

S/ H. A. Enochs by S. M. F.
Chairman
Eastern Carriers' Conference Committee

S/ R. O. Hughes by J. P.
Vice President
Order of Railway Conductors

S/ T. H. Benton
Chairman
Southeastern Carriers' Conference Committee

S/ A. F. Whitney
President
Brotherhood of Railroad Trainmen

S/ A. J. Glover
Intl. President
Switchmen's Union of North America

ATTACHMENT 1

- 1 -

INTERPRETATION OF CONTINUOUS SERVICE PROVISIONS OF
SECTION 1 OF VACATION AGREEMENT

In the granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five or fifteen or more years of continuous service, as the case may be, where the employee transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

This understanding will apply commencing with the year 1956 but will also be applicable to claims of record properly filed with the carrier on or after January 1, 1955, for 1955 vacations and on file with the carrier at the date of this understanding. No other claims for 1955 based on continuous service will be paid. Standby agreements will be applied according to their terms and conditions for the year 1955.

Signed at Chicago, Illinois, this 18th day of January, 1956.

CARRIER MEMBERS
SECTION 10 COMMITTEE

S/ Frank J. Goebel

S/ L. W. Horning

S/ D. P. Loomis

S/ E. H. Hallman

S/ F. K. Day, Jr.

EMPLOYEE MEMBERS
SECTION 10 COMMITTEE

S/ R. E. Davidson

S/ S. C. Phillips

S/ J. A. Paddock

S/ S. Vander Hei

S/ C. E. McDaniels

ATTACHMENT 2

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202-638-8328

WILLIAM H. DEMPSEY, Chairman M. E. PARKS, Vice Chairman W. S. MACGILL, Assistant to Chairman
JAMES A. WILCOX, General Counsel H. E. GREER, Director of Research J. F. GRIFFIN, Administrative Secretary

July 19, 1972 T-2

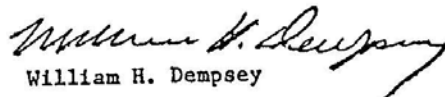
Mr. M. W. Hampton
Assistant President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hampton:

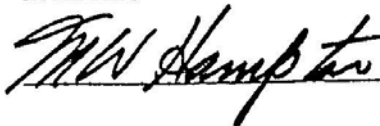
In accordance with our understanding, this is to confirm that, in the granting of vacations to firemen (helpers) subject to the provisions of the Operating Vacation Agreement of April 29, 1949, as amended, who have transferred (without a break in the employment relationship) to that class of service from a class of service not covered by an agreement held by an organization signatory to the Operating Vacation Agreement of April 29, 1949, all service rendered for the carrier in the class or classes of service not so covered will be counted in establishing the requirements of such Agreement as to the years of continuous service, the days of service rendered during the years of continuous service and the service rendered in the calendar year preceding the year in which the vacation is taken in the same manner as if the service not covered had been subject to the provisions of the Operating Vacation Agreement.

Will you please confirm your acceptance of this understanding by affixing your signature in the space provided therefor below.

Yours very truly,


William H. Dempsey

ACCEPTED:



ATTACHMENT 3

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202-659-9320

WILLIAM H. DEMPSEY, Chairman	H. E. GREER, Vice Chairman	ROBERT BROWN, Vice Chairman
W. L. BURNER, Jr., Director of Research		J. F. GRIFFIN, Director of Labor Relations
D. P. LEE, General Counsel		T. F. STRUNCK, Administrator of Disputes Committees

March 6, 1975

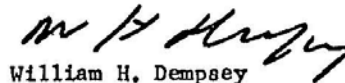
Mr. Burrell N. Whitmire
President
Brotherhood of Locomotive Engineers
1365 Ontario Street
Cleveland, Ohio 44114

Dear Mr. Whitmire:


This confirms our understanding that an engineer who, while working as fireman, had become eligible to count in qualifying for a vacation prior service rendered for the carrier in a class or classes of service not covered by the operating employees' Vacation Agreement of April 29, 1949, may continue to count such prior service while working as engineer.

If you concur would you please sign below.

Yours very truly,


William H. Dempsey

I concur.


Burrell N. Whitmire, President
Brotherhood of Locomotive Engineers

RULE 33 - HEALTH AND WELFARE BENEFITS

Health and Welfare Benefits, Early Retirement Major Medical Expense Benefits, Dental Benefits and Off-Track Vehicle Insurance will be allowed to qualified employees as provided in the following standard national policies or the equivalent thereof:

Travelers	GA-23000
Travelers	GA-46000
Aetna Life and Casualty Co.	GP-12000
Connecticut General	0386430-06

It is agreed that benefit levels and other health and welfare provisions, including, but not limited to, those relating to eligibility, delivery of medical services, cost-sharing, and cost containment in the national settlement of the 1988 round of negotiations between the National Carriers Conference Committee and the signatory organization will be applicable to this agreement, except as provided below.

It is further agreed that notwithstanding those provisions, Amtrak reserves its right consistent with the decision of Special Board of Adjustment No. 1029, and consistent with the jointness principles, Attachment "D" that Amtrak may, with 90 days' notice to the union, pull out of GA-23000 and/or GA-46000, and select a substitute insurer or self-insured system, provided, that the benefit levels thereunder are not changed from those agreed to in those national settlement (unless changed by future collective bargaining between Amtrak and the signatory party). Amtrak need not wait on final completion of the joint administrative and trust details before making the conversion.

It is further agreed that Amtrak employees will contribute an amount towards health care costs equal to the amount paid by employees under the national settlement. However, should Amtrak change insurance carrier from that of the national agreement, the amount of employee contribution for the cost of health care will be proportionably reduced based on any comparative reduction of premiums achieved by Amtrak due to such a change. It is understood that there will be no increase in employee contributions beyond that provided under the national settlement, in the event that Amtrak changes insurance carriers.

RULE 34 - UNION SHOP

- a. All employees of the Corporation subject to this Agreement will, as a condition of their continued employment, become members of the United Transportation Union within sixty (60) calendar days of the date they first perform compensated service and will maintain membership in good standing while subject to this Agreement; provided, however, that the foregoing requirement for membership in the United Transportation Union will not be applicable to:
 1. Employees to whom membership is not available upon the same terms and conditions as are generally applicable to any other member, or
 2. Employees to whom membership has been denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees and assessments (not

including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the United Transportation Union, or

3. Employees covered by this Agreement who maintain membership in any one of the other labor organizations, national in scope, organized in accordance with the Railway Labor Act and admitting to membership employees of a craft or class in engine, train, yard or hostling service; provided, that nothing contained in this Rule will prevent an employee from changing membership from one organization to another organization admitted to membership employees of a craft or class in any of said services.
- b. Employees who retain seniority under this Agreement who are assigned or transferred for a period of thirty (30) calendar days or more to employment not covered by this Agreement, or who are on leave of absence for a period of thirty (30) calendar days or more, will not be required to maintain membership as provided in paragraph "a" of this Rule so long as they remain in such other employment, or on such leave of absence, but they may do so at their option. If and when such employees return to any service covered by this Agreement, they will, as a condition of their continued employment, comply with the provisions of paragraph "a" of this Rule within thirty (30) calendar days of such return to service.
- c. An employee whose membership in the United Transportation Union is terminated while on furlough due to reduction in force, or while off duty on account of sickness or injury for a period of thirty (30) calendar days or more, and who is required to maintain membership under the provisions of paragraph "a" of this Rule, will be granted upon his return to service in any of the crafts or classes represented by the United Transportation Union a period of thirty (30) calendar days within which to become a member of the United Transportation Union.
- d. Every employee required by the provisions of this Rule to become and remain a member of a labor organization will be considered by the Corporation to be either a member of the United Transportation Union or to be a member of any of the other labor organizations referred to in paragraph "a", unless the Corporation is advised to the contrary in writing by the United Transportation Union. The United Transportation Union will be responsible for initiating action to enforce the terms of this Rule.
- e.
 1. The General Chairman will, between the fifteenth day and the last day of any calendar month, furnish to the Regional Manager Labor Relations involved, in writing and in duplicate, the name and roster number of each employee whose seniority and employment the United Transportation Union requests be terminated by reason of failure to comply with the membership requirements of this Rule.
 2. In the event that the Regional Manager Labor Relations wishes to dispute the correctness of the United Transportation Union's position, he will so notify the General Chairman within ten (10) calendar days of receipt of the notice from the latter, stating the reasons therefor. If no such exception is taken by the Regional Manager Labor Relations or if the General Chairman does not withdraw the notice within ten (10) calendar days from the date of the Regional Manager's notice of exception, the Regional Manager Labor Relations will transmit to the employee at his last known address through registered United States mail with return receipt requested, the original of the General Chairman's notice, accompanied by an explanatory letter.

3. Within ten (10) calendar days from the date of the Regional Manager Labor Relations' mailing notice to the employee, as provided in paragraph "e2", the said employee's seniority and employment in the crafts or classes represented by the United Transportation Union will be terminated, unless the notice is withdrawn by the United Transportation Union in the interim, or unless a proceeding under the provisions of paragraph "g" of this Rule is instituted.
- f. The provisions of this Agreement pertaining to investigations, trials and appeals are inapplicable to the termination of seniority and employment provided for in this Rule.
- g.
 1. For the sole purpose of handling and disposing of disputes arising under this Rule, a System Board of Adjustment is hereby established, in accordance with Section 3, Second, of the Railway Labor Act, as amended, which will consist of four members, two to be appointed by the Corporation and two by the United Transportation Union.
 2. An employee notified in accordance with the provisions of paragraph "e" that he has failed to comply with the membership requirements of this Rule and who wishes to dispute the fact of such failure will, if he submits request to the Secretary of the System Board of Adjustment within a period of ten (10) calendar days from the date of mailing of such notice, be given a hearing. The Secretary of the Board will notify the employee in writing the time and place at which such hearing will be held. The hearing will be confined exclusively to the question of the employee's compliance with the provisions of this Rule. The employee will be required at this hearing to furnish substantial proof of his compliance with the provisions of this Rule.
 3. The decision of the System Board of Adjustment will be by majority vote and will be final and binding.
 4. In the event the System Board of Adjustment is unable to reach a decision, the matter will be submitted to a neutral arbitrator to be selected by the National Mediation Board, whose decision as to whether or not the employee has complied with the provisions of this Rule will be final and binding.
 5. Receipt by the Secretary of the Board of notice from an employee that he wishes to dispute the charge that he has failed to comply with the membership requirements of this Rule will operate to stay action on the termination of his seniority and employment pending final decision and for a period of ten (10) calendar days thereafter.
 6. The fee and expenses of the neutral arbitrator, which will be limited to the amount regularly established by the National Mediation Board for such service, will be borne equally by the Corporation and the United Transportation Union.
- h.
 1. No provision of this Rule will be used as a basis for a grievance or time or money claim against the Corporation, nor will any provision of any other agreement between the Corporation and the United Transportation Union be relied upon in support of any claim that may arise as the result of the operation of this Rule.
 2. In the event that seniority and employment in the crafts or classes covered by this Rule are terminated under the provisions of this Rule, and such termination of seniority and

employment is subsequently determined to be improper, the employee whose seniority and employment was so terminated will be returned to service in said crafts or classes without impairment of seniority rights. In the event an employee brings an action for allegedly wrongful discharge, the United Transportation Union and the Corporation will share equally any liability imposed in favor of such employee, except in a case where the Railway Labor Act, as amended, and this Rule under it are held by a court of competent jurisdiction to be illegal or unconstitutional or in violation of State Statutes; or where the Corporation is the plaintiff or moving party in any action; or where the Corporation acts in collusion or collaboration with an employee seeking damages, resulting from termination of his seniority and employment.

RULE 35 - DUES DEDUCTION

- a. The Corporation will withhold and deduct from wages due employees represented by the United Transportation Union amounts equal to periodic dues, assessments and insurance premiums (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the United Transportation Union.
- b. No such deduction will be made except from the wages of an employee who has executed and furnished to the Corporation a written assignment of such periodic dues, assessments and insurance premiums. Such assignment will be on the form specified in Attachment "1" to this Rule and will, in accordance with its terms, be irrevocable for one year from the date of its execution, or upon the termination of this Agreement, whichever occurs sooner.
- c. Deductions as provided for herein will be made by the Corporation in accordance with a typewritten deduction list furnished by the Treasurer of each Local of the United Transportation Union. Such list will be furnished to the Director, Payroll Operations, of the Corporation, separately for each Local, on or before the 20th day of the month preceding the month in which the deductions listed thereon are to become effective, and will be in the form and will contain such information as are specified in Attachment "2" to this Rule. Thereafter, a list containing any additions or deletions of names, or changes in amount, will be so furnished to the Corporation on or before the 20th day preceding the month in which the deduction will be made.
- d. Deductions as provided in this Rule will be made monthly by the Corporation from wages due employees for the first complete pay period in each calendar month and the Corporation will pay, by draft, to the order of the General Secretary and Treasurer of the United Transportation Union, the total amount of such deductions, less sums withheld in accordance with Paragraph "g" hereof, on or before the 28th day of the month in which such deductions are made. With said draft, the Corporation will forward to the said General Secretary and Treasurer of the United Transportation Union a list setting forth the deductions made and containing a computation of the sum withheld.
- e. No deduction will be made from the wages of any employee who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance with this Rule, after all deductions for the following purposes have been made:
 1. Federal, State, and Municipal Taxes;

2. Other deductions required by law, such as garnishment and attachment;
 3. Amounts due Corporation.
- f. Responsibility of the Corporation under this Rule will be limited to remitting to the United Transportation Union amounts actually deducted from the wages of employees pursuant to this Rule, and the Corporation will not be responsible financially or otherwise for failure to make proper deductions. Any question arising as to the correctness of the amount deducted will be handled between the employee involved and the United Transportation Union, and any complaints against the Corporation in connection therewith will be handled by the United Transportation Union on behalf of the employee concerned.
 - g. In consideration of the service rendered, the Corporation will withhold the sum of eight (8) cents for each such individual deduction from each monthly draft payable to the United Transportation Union.
 - h. An employee who has executed and furnished to the Corporation an assignment may revoke said assignment by executing the revocation form specified herein within fifteen (15) days after the end of the year, but if the employee does not so revoke the assignment, it will be considered as reexecuted and may not be revoked for an additional period of one year, unless within such year this Rule is terminated, and the reexecuted assignment will similarly continue in full force and effect and be considered as reexecuted from year to year, unless and until the employee will execute a revocation form within fifteen (15) days after the end of any such year. Revocations of assignment will be in writing and on the form specified in Attachment "3" to this Rule, and both the assignment and revocation of assignment forms will be reproduced and furnish as necessary by the United Transportation Union without cost to the Corporation. The United Transportation Union will assume the full responsibility for the procurement of the execution of said forms by employees, and for the delivery of said forms to the Corporation. Assignment and revocation of assignment forms will be delivered with the deduction list herein provided for to the Corporation not later than the 20th of the month preceding the month in which the deduction or the termination of the deduction is to become effective.
 - i. No part of this Rule 35 will be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employee; and no part of this or any other agreement between the Corporation and the United Transportation Union will be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication or noncompliance with, any part of this Rule.
 - j. The United Transportation Union will indemnify, defend and save harmless the Corporation from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Rule.

ATTACHMENT "1"

WAGE DEDUCTION AUTHORIZATION
NATIONAL RAILROAD PASSENGER CORPORATION
AND
UNITED TRANSPORTATION UNION

REGION _____ EMPLOYEE IDENTIFICATION NO. _____
EMPLOYEE'S LAST NAME: FIRST NAME: MIDDLE INITIAL:

(PRINT) _____

EMPLOYEE'S HOME ADDRESS:
STREET AND NUMBER: TOWN: STATE:

DIRECTOR PAYROLL OPERATIONS
NATIONAL RAILROAD PASSENGER CORPORATION

I hereby assign to the United Transportation Union that part of my wages necessary to pay periodic dues, assessments and insurance premiums (not including fines and penalties) as reported to the corporation by the Treasurer of the Local Lodge of the United Transportation Union in a monthly deduction list certified by him as provided in the Deduction Agreement, entered into by the Corporation and the United Transportation Union on January 1, 1983; and I authorize the Corporation to deduct such from my wages and pay it over to the Treasurer of the Local Lodge of the United Transportation Union in accordance with the Deduction Agreement.

DATE: _____ SIGNATURE: _____ LOCAL NO. _____

ATTACHMENT "2"

DEDUCTION LIST

DIRECTOR PAYROLL OPERATIONS
NATIONAL RAILROAD PASSENGER CORPORATION:

Please deduct monthly the amount shown opposite the name of each employee listed beginning with the first complete payroll period of _____, 19____. If you have been previously advised to make deduction from the employee listed, the amount shown will be a correction in the amount to be deducted.

Region: _____ Sheet _____ of _____ Sheets.

LINE	EMPLOYEE IDENTI- FICATION NUMBER	EMPLOYEE'S NAME	AMOUNT TO BE DEDUCTED	REMARKS
1				
2				
3				
Etc.				

TOTALS

(NAMES TO
BE LISTED IN
IDENTIFICATION NUMBER ORDER)

(Signature)

(Title)
(Local No.)

SUMMARY TOTALS:

(Address)

Sheet No. 1: _____

Sheet No. 2: _____

Total of _____ Sheets _____

ATTACHMENT "3"

WAGE ASSIGNMENT REVOCATION
NATIONAL RAILROAD PASSENGER CORPORATION
AND
UNITED TRANSPORTATION UNION

REGION _____ EMPLOYEE IDENTIFICATION NO. _____
EMPLOYEE'S LAST NAME: FIRST NAME: MIDDLE INITIAL:

(PRINT) _____

EMPLOYEE'S HOME ADDRESS:
STREET AND NUMBER: TOWN: STATE:

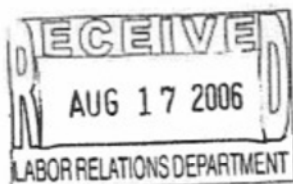
DIRECTOR PAYROLL OPERATIONS
NATIONAL RAILROAD PASSENGER CORPORATION:

Effective in the next calendar month, I hereby revoke the Wage Assignment Authorization now in effect assigning to the United Transportation Union that part of my wages necessary to pay my periodic dues, assessments and insurance premiums (not including fines and penalties), and I hereby cancel the Authorization.

DATE: _____ SIGNATURE: _____ LOCAL NO. _____

NATIONAL RAILROAD PASSENGER CORPORATION

30th Street Station, Philadelphia, PA 19104



July 28, 2006

Mr. W. A. Beebe
General Chairman - UTU
214 Amity Road
Woodbridge, CT 06525

Mr. A. L. Suozzo
General Chairperson - UTU
1515 Market Street - Suite 708
Philadelphia, PA 19102

Dear Messsers. Beebe and Suozzo:

This has reference to our discussion in regard to Rule 35 of the On-Corridor Agreement dated January 1, 1983, and Off-Corridor Agreement dated January 29, 1986, as amended. A meeting between representatives of the Organization and Amtrak was held in Washington, DC on Tuesday, July 11, 2006 to work out the details for implementing certain procedural changes necessitated by the new *Mysap* payroll system.

Rule 35 (d) of the On-Corridor Agreement identifies the person who receives the dues money on behalf of the United Transportation Union as "the Treasurer of the Local of the United Transportation Union". However, it was understood that Amtrak could pay the General Secretary & Treasurer (GS&T) of the United Transportation Union directly with one payment, should Amtrak so advise the Organization, which Amtrak did earlier this month.

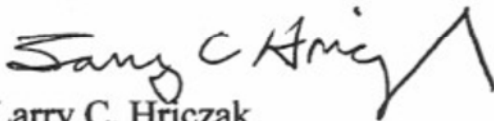
Similarly, Rule 35 (d) of the above respective Agreements also provides that such payments would be made "...on or before the 28th day of the month in which such deductions are made". However, it was understood that under the new union dues deduction payment procedures, Amtrak may make a single payment under the above respective Agreements up to and including the last day of each month in which such deductions are made.

In our representatives' discussion, it was understood that certain technology changes and procedures had to be made and coordinated between the parties


before full implementation could be accomplished. The parties agreed that Amtrak and the Organization would communicate each party's progress, and as the technology changes were implemented and new procedures put into place, the parties would agree on an implementation date. It was understood that the first payment under the new union dues procedures is planned to occur at the end of January 2007.


Please indicate your concurrence by signing in the space provided below, returning one signed original to me for the Amtrak's records.

Very truly yours,


Larry C. Hriczak
Director-Labor Relations

I Concur:


Wm. A. Beebe
General Chairman - UTU


A. L. Suozzo
General Chairperson - UTU

RULE 36 - MEAL PERIOD

- a. Employees working in switching and classification service will be allowed 20 minutes for lunch without deduction in pay. The lunch period must be given and completed within four and one-half and six hours after starting work. In the event conditions do not allow the lunch period to be taken between four and one-half and six hours after starting work, the employees will be paid an additional 20-minutes at the straight-time rate and will be allowed a 20-minute lunch period as soon as conditions permit.
- b. Employees in work, wire, wreck, construction and snow plow service will be given a reasonable time to eat during their trip or tour of duty.

RULE 37 - ELECTRIC LANTERNS

- a. Each employee must provide himself with an electric lantern to be used in Amtrak service. The lantern, bulbs and batteries must be of a standard prescribed by the Corporation on the effective date of this Agreement. The lantern must be equipped with not less than two white bulbs for instant use and a provision for a spare white bulb to be carrier in the lantern.
- b. Employees may purchase an electric lantern at cost from the Corporation by cash or payroll deduction.
- c. Lanterns purchased from the Corporation will be replaced without cost when (1) they are worn out or damaged in the performance of railroad service upon return of the lantern; (2) when the lantern is stolen while the employee is on duty, provided there was no neglect of care; or (3) when the lantern is destroyed during the employee's performance of duty.
- d. The Corporation will maintain a supply of replacement batteries and bulbs at convenient locations to be issued to employees without cost.

RULE 38 - SELF-PROPELLED MACHINES

- a. The following will govern the manning by employees of self-propelled vehicles or machines used in maintenance, repair, construction or inspection work:
 - 1. A Passenger Conductor will be employed on on-rail self-propelled vehicles or machines when operating in main line territory, provided such machines are equipped with a drawbar and are operating under train orders.

NOTE 1: Self-propelled machines for the purpose of this Rule means such equipment operated on rails.

NOTE 2: Drawbar means a device capable of being used in moving standard freight cars.

NOTE 3: "Train orders" is used in the vernacular of employees as defined in the Operating Book of Rules.

- b. A Passenger Conductor will be employed on on-rail self-propelled vehicles or machines operating within crew base limits, except on main lines, provided such machines have

sufficient power to move freight cars and, if more than two cars are handled at any one time, an Assistant Passenger Conductor will also be employed. This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth. In confined areas where the Corporation determines that one employee is required, the Passenger Conductor rate of pay will apply.

RULE 39 - CABOOSES AND RIDER CARS

The furnishing and use of cabooses and/or rider cars will be governed by the terms and conditions of the National Agreement.

RULE 40 - HOLIDAYS

Regularly Assigned Employees

- a. Each regularly assigned employee who meets the qualifications set forth in paragraph "c" hereof will receive eight (8) hours' pay at the straight-time rate for each of the following enumerated holidays:

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Fourth of July
Labor Day
Veterans Day
Thanksgiving Day
Christmas Eve
Christmas Day

Only one eight (8) hour payment will be paid for the holiday, irrespective of the number of trips or tours of duty worked.

NOTE: When any of the above-listed holidays falls on Sunday, the date observed by the Nation will be considered the holiday.

- b. Any regularly assigned employee who works on any of the holidays listed in paragraph "a" will be paid at the rate of time and one-half for all services performed on the holiday. Not more than one time and one-half payment will be allowed, in addition to the one eight (8) hour holiday payment, for service performed during a single trip or tour of duty on a holiday which is also a workday or a vacation day.
- c. To qualify, a regularly assigned employee must be available for or perform service as a regularly assigned employee on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, he must fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, canceled or abolished, or a regularly assigned employee who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday

immediately following the holiday will not thereby be disqualified for holiday pay, provided he does not lay off on any of such days and makes himself available for service on each of such days, excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of his workweek, the first workday following his "days off" will be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek will be considered the workday immediately preceding the holiday. When one or more designated holidays fall during the vacation period of an employee, the qualifying days for holiday pay purposes will be his workdays immediately preceding and following the vacation period.

NOTE: A regular assigned employee who qualified for holiday pay under paragraph "c" will not be deprived thereof by reason of changing from one regular assignment to another regular assignment on the workday immediately preceding or following the holiday or on the holiday.

- d. Nothing in this Rule will be considered to create a guarantee or to restrict the right of the Corporation to annul assignments on the specified holidays.
- e. The terms "workday" and "holiday" refer to the day to which service payments are credited.

Extra Employees

- f. Each extra employee who meets the qualifications provided in paragraph "g" will receive eight (8) hours' pay at the straight-time rate on any of the following enumerated holidays:

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Fourth of July
Labor Day
Veterans Day
Thanksgiving Day
Christmas Eve
Christmas Day

Only one eight (8) hour payment will be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday, the allowance of one eight (8) hour payment will be at the rate of pay of the first tour.

NOTE: When any of the above-listed holidays falls on Sunday, the day observed by the Nation will be considered the holiday.

- g. To qualify, an extra employee must perform service or be available for service on the full calendar day of the holiday and on the full calendar days immediately preceding and immediately following the holiday.

NOTE 1: An extra employee whose service status changes from an extra employee to a regularly assigned employee or vice versa on one of the qualifying days will receive the basic day's pay provided in paragraph "f", provided (1) he meets the qualifications set forth in paragraph "g" on the day or days he is an extra employee, and (2) he meets the qualifications set forth in paragraph "b" on the day or days he is a regularly assigned employee, provided further, that a regularly assigned employee who voluntarily changes his service status to an extra employees on any of the three qualifying days will not be entitled to receive the pay provided for in paragraph "f".

NOTE 2: An extra employee will be deemed to be available if he is ready for service and does not lay off of his own accord.

NOTE 3: When one or more designated holidays fall during the vacation period of an extra employee, his qualifying days for holiday pay purposes will be his workdays immediately preceding and following the vacation period.

- h. Any extra employee who works on any of the holidays listed in paragraph "f" will be paid at the rate of time and one-half for all services performed on the holiday. Not more than one time and one-half payment will be allowed, in addition to the one eight (8) hour holiday payment for service performed during a single tour of duty on a holiday.
- i. The terms "calendar day" and "holiday on which service is performed" refer to the day to which service payments are credited.
- j. Employees covered by this Rule will receive a "personal holiday" as an eleventh holiday, in lieu of a workday, subject to the qualifying requirements of this Rule, except that they will not be required to work or to be available for work on the "personal holiday" to qualify for holiday pay for such "personal holiday" if they so elect. Such day will be selected by the employee, consistent with the requirements of service, upon 48 hours' advance notice to the Corporation. The "personal holiday" request must be made before October 12 of each year. Failing to do so, such "personal holiday" will be assigned by management.

RULE 41 - APPEALS IN MATTERS OTHER THAN DISCIPLINE

When it is considered that an injustice has been done with respect to any matter other than discipline, the employee affected or a duly accredited representative, on his behalf, may within fifteen (15) days present his case, in writing, to the Regional Manager Labor Relations. In the case of claims for compensation alleged to be due, the time limits specified in Rule 24 will be observed.

RULE 42 - HANDLING LOCAL DISAGREEMENTS

Controversial matters on which the Local Chairman or Chairmen (or Local Committee or Committees) of the Organization signatory hereto and the Regional Manager Labor Relations are unable to reach agreement may be handled by the General Chairman or General Chairmen of the Organization signatory hereto with the Director, Labor Relations.

RULE 43 - PORTABLE RADIOS

- a. A radio in good working order will be furnished each member of a minimum train crew except passenger train crews.
- b. Portable radios furnished members of a minimum train crew will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body and will be of such size as to permit it to be placed in coat or trouser pockets.
- c. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function.
- d. At locations where radios are used, there must be sufficient frequency channels to insure safe communications.
- e. Members of a minimum train crew will not be censured, disciplined or suffer loss of wages for refusing to begin work until they are supplied with radios in good working order.
- f. If a radio becomes inoperative after a crew begins service, a minimum train crew may be required to continue working until arrival at a location where a replacement radio in good working order is available, at which location a replacement will be made.

RULE 44 - SEVERABILITY

If any Rule or provision of this Agreement is at any time determined to be in conflict with any law, such Rule or provision will continue in effect only to the extent permitted by law. If any Rule or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability will not affect or impair any other term or provision of this Agreement.

RULE 45 - SHORTAGE ADJUSTMENT

When an employee's actual earnings are short one day or more, adjustment will be made upon request.

RULE 46 - STARTING TIMES

- a. Regularly assigned employees engaged in switching and classification service will each have a fixed starting time which will not be changed without at least 48 hours' advance notice.
- b. Where three eight-hour shifts are worked in continuous service, the time for an assignment on the first shift to begin work will be between 6 a.m. and 10 a.m., the second shift, 2 p.m. and 6 p.m., and the third shift, 10 p.m. and 2 a.m.
- c. Where two shifts are worked in continuous service, the time for an assignment on the first shift to begin work will be during any one of the periods names in paragraph "b".
- d. Where two shifts are not worked in continuous service, the time for an assignment on the first shift to begin work will be between the hours of 6 a.m. and 11 a.m., and on the second shift, not later than 2 a.m.

- e. At points where there is only one regular yard assignment, the assignment may be started at any time subject to paragraph "a".
- f. Where an independent assignment is worked regularly, the assignment may be started during one of the periods provided for in paragraph "b" or "d".
- g. An extra yard assignment may be started during one of the periods provided for in paragraph "b" or "d".
- h. If an employee is started at a time other than provided for in paragraph "b" or "d", he will be paid from the last permissible starting time until released from duty.

RULE 47 - LOCAL AGREEMENTS

When circumstances peculiar or unique to a local condition warrant, agreements may be made between the Regional Manager Labor Relations and the Local Chairman or Local Chairmen, subject to the approval of the General Chairman or General Chairmen and the highest appeals officer of the Corporation.

RULE 48 - MILITARY TRAINING¹⁷

Employees will be entitled to time off with pay for active duty service in the National Guard or Reserve Components of a branch of the Armed Forces of the United States. Military leave will be granted on the basis of an eight hour work day on a regularly scheduled day of work for a full time employee not to exceed 120 hours per year for a full time employee. Part-time employees will be eligible for a portion of 120 hours based on their regularly scheduled shifts during the week(s) in which their leave was taken. Paid Military leave will be paid in full day blocks, partial day absences will not be permitted. Employees will be made whole for lost earnings of their regularly scheduled shift, not to include meals, lodging or transportation. The employee will submit a copy of their active duty orders, as soon as available and will also submit the pertinent "Leave and Earnings Statement" showing compensation for other than meals, lodging or transportation for active duty as soon as possible following completion of the military leave so the that Amtrak can perform proper calculations and process any amounts owed or recoverable.

RULE 49 - RELIEF DAY EXTRA BOARDS

- a. Employees on regular assignments who desire to work on the relief day(s) of their assignments after the extra boards at a crew base are exhausted shall be permitted to make themselves available for such service in advance of each calendar quarter (January, April, July and October). There shall be a separate passenger conductor and assistant passenger conductor relief day list at any crew base where separate extra boards are established. An employee may mark up on the relief day list at the crew base where his regular assignment starts and finishes.

¹⁷ January 4, 2018 Wages and Rules Agreement

- b. Employees who desire to be called for service on their rest day(s) must make written application to Crew Management Services at least ten (10) days prior to each calendar quarter as identified above.
- c. Employees will initially be marked up on the relief day list in seniority order and will be called first in, first out for assignments on which they are qualified and for which they are available under the Hours of Service Law. However, an employee will not be considered if he will be unavailable due to the hours of service to work his regular assignment. Employees called to perform service from the relief day list shall be paid at the rate of the assignment worked.

The following paragraph is not applicable to Auto train service at Lorton, VA¹⁸

Employees who fail to accept or miss a call will be held off the relief day list for the remainder of their relief day(s). Employees who fail to accept or miss a call in two successive weeks will be removed from the relief day list for the remainder of the calendar quarter and must make written application to again be placed on the list.

- d. In filling passenger conductor vacancies, qualified employees marked up on the passenger conductor relief day list will be called if the assignment cannot be filled in accordance with the provisions of Rule 13(b), items 1 through 3.

RULE 50 - HOURS OF SERVICE

An employee who is unable to work his regular assignment on a calendar day as a result of working on the preceding trip and not being available due to the Hours of Service Law will be allowed the earnings of his missed assignment for the calendar day with a maximum of eight (8) hours pay.

Signed at Washington, D. C., this 29th day of January, 1986.

(Signatures omitted)

¹⁸ Adopted from Memorandum of Agreement dated September 25, 2000 Auto Train Agreement; paragraph may be restored.

APPENDIX A**STANDARD BASIC RATES OF PAY
RESULTING FROM THE FEBRUARY 18, 1992 AGREEMENT****Effective August 2, 1992**

Passenger Conductor	-16.99 per hour
Assistant Passenger Conductor	-14.48 per hour
Reduced Crew Allowance	- 7.16 per tour

Effective October 1, 1992

Passenger Conductor	-17.67 per hour
Assistant Passenger Conductor	-15.06 per hour
Reduced Crew Allowance	- 7.45 per tour

Effective January 1, 1993

Passenger Conductor	-18.02 per hour
Assistant Passenger Conductor	-15.36 per hour
Reduced Crew Allowance	- 7.60 per tour

Effective October 1, 1993

Passenger Conductor	-18.56 per hour
Assistant Passenger Conductor	-15.82 per hour
Reduced Crew Allowance	- 7.83 per tour

Effective October 1, 1994

Passenger Conductor	-19.30 per hour
Assistant Passenger Conductor	-16.45 per hour
Reduced Crew Allowance	- 8.14 per tour

Effective July 1, 1995

Passenger Conductor	-19.69 per hour
Assistant Passenger Conductor	-16.78 per hour
Reduced Crew Allowance	- 8.30 per tour

APPENDIX B

OFF-CORRIDOR WORK ZONES

- Work Zone 3 - Is the territory from New York City, NY (exclusive) to Cleveland, OH, Niagara Falls, NY and Montreal, Canada. It also includes the territory between Albany, NY and Boston, MA (exclusive) and the territory between Springfield (exclusive) and St. Albans, VT.
- Work Zone 4 - Is the territory from Chicago, IL; to Harrisburg, PA; Cincinnati, OH; Cleveland, OH; Port Huron, MI; Detroit, MI and Grand Rapids, MI. It also includes the territory between Detroit, MI and Toledo, OH.
- Work Zone 5 - Is the territory from Washington, DC (exclusive) to Atlanta, GA; Pittsburgh, PA; Hamlet, SC; New Port News, VA; Cincinnati, OH and Florence, SC.
- Work Zone 6 - Is the territory from Jacksonville, FL to Hamlet, SC; Florence, SC; Tampa, FL and Miami, FL.
- Work Zone 7 - Is the territory between Chicago, IL and Minot, ND.
- Work Zone 8 - Is the territory from Chicago, IL to St. Louis, MO; Jackson, MS; La Junta, CO; Lincoln, NE and West Quincy, IL. It also includes the territory between St. Louis and Kansas City, MO and Centerville, IL.
- Work Zone 9 - Is the territory from New Orleans, LA to Atlanta, GA; Jackson, MS and Houston, TX.
- Work Zone 9A - Is the territory from San Antonio, TX to Houston, TX; Sanderson, TX and St. Louis, MO. It also includes the territory between Dallas and Houston, TX.
- Work Zone 10 - Is the territory from Seattle, WA to Minot, ND; Klamath Falls, OR and Nampa, ID. It also includes the territory between Portland, OR and Spokane, WA.
- Work Zone 11 - Is the territory from Salt Lake City, UT to Sparks, NV; Lincoln, NE; Nampa, ID and Las Vegas, NV.
- Work Zone 12 - Is the territory from Los Angeles, CA to Klamath Falls, OR; San Diego, CA; La Junta, CO and Las Vegas, NV. It also includes the territory from Oakland, CA to Bakersfield, CA and Sparks, NV.
- Work Zone 12A- Is the territory from Los Angeles, CA to Sanderson, TX.

APPENDIX C
AGREEMENTS
AMTRAK UNIFORMS

THIS AGREEMENT, made this 18th day of October 1979, by and between the participating carriers listed in Exhibit A, attached hereto and hereby made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the United Transportation Union, witnesseth:

IT IS HEREBY AGREED:

1. (a) The National Railroad Passenger Corporation, hereinafter referred to as Amtrak, shall prescribe the uniform, accessories, badges and insignia to be worn by Conductors and Trainmen at all times when on duty in Amtrak passenger service. Specifications for said uniforms shall be subject to change from time to time as required by Amtrak. If specifications are changed and a new uniform is required, it will be the responsibility of Amtrak to provide a new uniform at no cost to the employee. All uniforms shall be purchased only through Amtrak.

(b) A complete Amtrak uniform will consist of one (1) cap, one (1) jacket, one (1) tie, two (2) pairs of trousers. All-weather coats may be purchased on a 50-50 basis from Amtrak, if desired.
2. (a) Conductors and Trainmen who have not previously received a free uniform and who are assigned or upon becoming regularly assigned in Amtrak passenger service will be provided at no cost, one (1) complete Amtrak uniform, of material suitable for year around use.

(b) The cost of all subsequent replacement uniforms will be shared equally (50-50) by Amtrak and the employee, provided, however, in no event will Amtrak participate in the expense of the purchase of more than two (2) uniforms in any twelve (12) month period, unless such additional purchase has first been authorized by Amtrak. Replacement uniforms may be ordered with one (1) pair of trousers if so desired.
3. Amtrak will supply, free of charge, badges, buttons and such other insignia as they may required to be worn upon such uniforms. Conductors and Trainmen will be responsible for the safekeeping of such items and when a new uniform is purchased they will transfer usable badges, buttons and insignia from the old uniform to the new uniform.
4. (a) Except as authorized by Amtrak, Conductors and Trainmen will be responsible for the expense of keeping uniforms properly repaired, cleaned and neatly pressed at all times and will wear the prescribed uniform while on duty in Amtrak passenger service.

(b) Uniform or parts thereof will not be worn while off duty but may be worn while en route to or deadheading to or from assignments, or when tied up at away-from-home terminal.
5. If as the result of carelessness on the part of a Conductor or Trainman his uniform or any part thereof is lost, stolen, damaged or destroyed while off duty, or is damaged through negligence

on his part while on duty, he shall bear the cost of replacing the uniform entirely or repairing the damage. Damaged uniforms or parts thereof will be replaced at no cost to the employee when damage is not caused through employee's negligence and replacement is authorized by the Amtrak officer on the property.

6. Conductors and Trainmen subject to this Agreement will be required to procure a new uniform when it is determined by proper Amtrak official or his designee on the property that the condition of the old uniform is such that it should be replaced.
7. When it is necessary to replace worn or damaged uniforms or parts thereof, such purchase will be made consistent with the terms of this Agreement.
8. Train service employees assigned in Amtrak passenger service who do not have an Amtrak uniform nor a Railroad uniform in their possession, but who do have an application (requisition) on file for an Amtrak uniform will be permitted to and must wear a dark dress suit, not an ensemble, while awaiting delivery of an Amtrak uniform.
9. Extra or unassigned Conductors and/or Trainmen who have worked in Amtrak service for five (5) days or more per month for three (3) consecutive months will be provided at no cost one (1) complete Amtrak uniform providing such employee has not previously obtained a free Amtrak uniform. On such railroads where extra Conductors and/or Trainmen are assigned under a so-called temporary vacancy or hold down rule for a period of thirty (30) consecutive days or more, they will be provided a uniform in accordance with paragraph 2(a). The cost of all subsequent replacement uniforms will be in accordance with paragraph 2(b) of this Agreement.
10. This Agreement applies only to crews assigned to passenger service operated for Amtrak and not to passenger crews in other than Amtrak passenger service. As of its effective date it supersedes rules, practices, understandings and agreements, however established, to the extent that they are in conflict or inconsistent with this Agreement, and is made without prejudice to the positions of either the Railroads or the Organization with respect to any question or issue concerning uniforms required in other than Amtrak service.
11. This Agreement is in disposition of any pending Section 6 notices or portions thereof pertaining in any way to the matter of uniforms in Amtrak operations. It shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by the organization signatory hereto, and shall continue in effect until changed or modified in accordance with the procedures of the Railway Labor Act, as amended.
12. This Agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.

13. The date of the Organization's notification to the Carriers that the Agreement has been ratified shall be considered the effective date of this Agreement.

SIGNED AT WASHINGTON, D.C. THIS 18TH DAY OF OCTOBER, 1979, SUBJECT TO RATIFICATION.

(Signatures omitted)

APPENDIX D

JOINTNESS PRINCIPLES

The parties agree to develop a plan for labor and management to jointly operate and administer a health and welfare benefits plan. The parties will discuss arrangements to effectuate this, including establishing a trust, that would have adequate safeguards and guidelines for efficient and professional administration of the plan, including the use of an appointed neutral to act within a defined jurisdiction to resolve differences between the parties.

In order to assure competitiveness and from an administrative and economical perspective, the plan would necessarily be bid periodically, every three years, for example, unless the parties agreed that the plan would not be bid a particular year.

Selection of an insurance carrier would be on the basis of the best bid from a qualifying insurance carrier with appropriate regard to the performance record in handling the Amtrak plan or similar plan(s). However, if the insurance carrier would be changed in the next two years, Metropolitan would be selected based on their current bid.

Specifically retain Amtrak's right to self insure if such would be more economically beneficial and assure the same quality level of administration.

February 18, 1992

Mr. C. P. Jones, General Chairman
United Transportation Union
1515 Market Street, Suite 515
Philadelphia, PA 19102

Dear Mr. Jones:

We remain committed to establishing a health insurance plan consistent with the "jointness principles" referenced in Rule 33 and Appendix D of the parties' collective bargaining agreement. We will make every effort to design a proposed joint committee plan and share it with the union promptly. Based on our conversation, it is my understanding that the union is also committed to reach an agreement as soon as possible regarding the design and implementation of this joint administrative plan, including the selection of a neutral chairman for the committee.

Both parties understand that a health insurance plan and any agreement with respect to the administration of that plan will permit Amtrak employees of other crafts to be covered as well as allow their representatives to participate in the work of the committee.

If you agree, please sign below.

Very truly yours,

/s/ J. M. Fagnani
J. M. Fagnani
Director-Labor Relations

I CONCUR:

/s/ C. P. Jones
C. P. Jones, General Chairman

NEW APPENDIX
AGREEMENT
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
UNITED TRANSPORTATION UNION

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 United Transportation Union 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 a 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 a 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 her 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 the employee has been off more than 30 days. In addition, the employee will be subject to such continuing review and testing as deemed appropriate by and only under the direction of the EAP Counselor for up to two years to ensure the effectiveness of 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 re-enter treatment or counseling, and will again be subject to continuing review and testing for a two-year period commencing upon the completion of treatment. An employee will be permitted no more than two re-enters 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 must lay off and, if he so desires, 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 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 agreements will apply.
6. The employee(s) who originated the action as provided in paragraph (1) will not be called as a witness(es) if a formal investigation is held.
7. This Agreement will apply one time only to each employee covered by this Agreement. Thereafter, all regular rules of the agreements will apply.
8. The rules of the Agreements between the National Railroad Passenger Corporation and the United Transportation Union 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 at Washington, D.C., this 19th of February, 1987.

FOR
THE UNITED TRANSPORTATION
UNION:

/s/ W. A. Beebe
W. A. Beebe

General Chairman

FOR
THE NATIONAL RAILROAD
PASSENGER CORPORATION:

/s/ C. B. Thomas

Thomas

Director
Labor Relations

C. B.

Senior

/s/ C. P. Jones

C. P. Jones
General Chairman

/s/ S. F. A. McGregor

S. F. A. McGregor
General Chairman

/s/ Billy R. Weaver

B. R. Weaver
General Chairman-Auto Train

/s/ D. W. Collins

D. W. Collins
Director of Employee
Assistance Programs

APPROVED:

/s/ F. A. Hardin

President

AGREEMENT
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
UNITED TRANSPORTATION UNION

PREVENTION PROGRAM COMPANION AGREEMENT

Amtrak and the United Transportation Union 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 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 return to service, he or she will be returned to service on a probationary basis for a period of two 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 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 the 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 participation in the Rule G Employee Assistance Program.
10. This Agreement is effective February 19, 1987, and may be terminated by either party upon service of five day's written notice upon the other party.

Signed at Washington, D.C., this 19th of February, 1987.

FOR
THE UNITED TRANSPORTATION
UNION:

/s/ W. A. Beebe
W. A. Beebe – General Chairman

/s/ C. P. Jones
C. P. Jones - General Chairman

/s/ S. F. A. McGregor
S. F. A. McGregor - General Chairman

/s/ Billy R. Weaver
B. R. Weaver - General Chairman-Auto Train

/s/ D. W. Collins
D. W. Collins
Director of Employee

FOR
THE NATIONAL RAILROAD
PASSENGER CORPORATION:

/s/ C. B. Thomas
C. B. Thomas
Senior Director - Labor Relations

Assistance Programs

APPROVED:

/s/ F. A. Hardin
President

February 18, 1987

Mr. F. A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Hardin:

For the purposes 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 space provided.

Very truly yours,

/s/ C. B. Thomas
C. B. Thomas
Senior Director
Labor Relations

AGREED:

/s/ F. A. Hardin
F. A. Hardin
President

February 19, 1987
Date

February 18, 1987

Mr. F. A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Hardin:

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 assignments while involved in Company sponsored Operation Red Block training.

Very truly yours,

/s/ C. B. Thomas
C. B. Thomas
Senior Director
Labor Relations

February 18, 1987

Mr. F. A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Hardin:

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 space provided.

Very truly yours,

/s/ C. B. Thomas
C. B. Thomas
Senior Director
Labor Relations

AGREED:

/s/ F. A. Hardin
F. A. Hardin
President

February 19, 1987
Date

NEW APPENDIX

THIS AGREEMENT, made this 2nd day of July, 1992, by and between the NATIONAL RAILROAD PASSENGER CORPORATION and its passenger conductors and assistant passenger conductors represented by the UNITED TRANSPORTATION UNION, witnesseth:

IT IS HEREBY AGREED:

- A) The United Transportation Union rules agreement dated January 29, 1986, as amended, will be applied to the Auto Train service.
- B) Auto Train vacancies at Lorton will be protected by the existing Auto Train service extra board. However, it is expressly recognized that the existing Work Zone 5 extra boards will protect the Auto Train service in the event the Lorton extra board is exhausted and the Lorton extra board will protect Work Zone 5 vacancies in the event the Work Zone 5 extra boards are exhausted.

Paragraph C has been deleted by Memorandum of Agreement dated September 25, 2000 and may be restored in the future

- C) Only prior-right Auto Train employees may occupy assignments on the Lorton extra board. As the number of prior-right Auto Train employees on the Lorton extra board decreases, the Work Zone 5 extra boards will supplement same, as provided in paragraph "B" above. When there are no longer any prior right Auto Train employees assigned to the Lorton extra board, the Work Zone 5 extra boards will protect the Auto Train service with the understanding a prior-right Auto Train employee can displace onto the Lorton extra list.
- D) The crew consist rule in effect for the Auto Train service prior to the date of this Agreement will be retained. (Included as Attachment A)
- E) Amtrak recognizes that employees called to supplement an extra board in connection with paragraph "B" above will not have their extra board guarantee adversely affected if they are unable to be contacted for such vacancies.
- F) At the present time, the only Amtrak assignments at Sanford are Auto Train assignments. Accordingly, the present arrangements for filling such vacancies will remain in effect. The parties agreed, however, that in the event that either the Auto Train service no longer terminates at Sanford, or if Work Zone 6 assignments are established at Sanford, the parties will meet to discuss procedures for protecting such services.

G) It was also agreed that, in lieu of the off corridor optional displacement procedures, the procedures outlined in Rule 6 (h), (i) and (j) of the November 1, 1985, Agreement will remain in effect. (Included as Attachment B)

For the United

Transportation Union

/s/ L. R. Davis
L. R. Davis

Vice President

/s/ L. J. Wotaszak
L. J. Wotaszak
Vice President

/s/ A. L. Suozzo
A. L. Suozzo
General Chairperson

National Railroad
Corporation

/s/ J. M. Fagnani
Fagnani

Director-Labor Relations

For the

Passenger

J. M.

Attachment A-1

RULE 9 - CREW CONSIST

(of the November 1, 1985 Amtrak-UTU Agreement)

- a. Auto-Train road crews will consist of a Passenger Conductor and one Assistant Passenger Conductor. Auto-Train yard crews will consist of a Passenger Conductor and one Assistant Passenger Conductor.
- b. A Passenger Conductor and Assistant Passenger Conductor used as described in paragraph “a” of this Rule, will each receive, in addition to his normal compensation, a Reduced Train Crew Allowance of \$9.18 (effective July 1, 1999) for each tour of duty so used. The Reduced Train Crew Allowance will be subject to future general wage increases and cost-of-living allowances.
- c. Nothing this Rule will prevent the Corporation from using more than the minimum crew requirement, if it so chooses.

Attachment A-2

November 1, 1985

Mr. B. R. Weaver, General Chairman
United Transportation Union
3740 Beach Boulevard
Jacksonville, Florida 32207

Dear Sir:

During the negotiation of the Agreement signed this date, it was agreed that in the application of Rule 9 Crew Consist, the first yard crew employed at Lorton, Virginia and Sanford, Florida, would consist of a Passenger Conductor and one Assistant Passenger Conductor. Additional yard crews utilized at Lorton, Virginia and Sanford, Florida, will consist of at least a Passenger Conductor.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

/s/ J. M. Livingood
J. M. Livingood
Director-Labor Relations

I CONCUR:

/s/ Billy R. Weaver
B. R. Weaver
General Chairman

APPROVED:

/s/ J. E. Hardin, Jr.
J. E. Hardin, Jr.
Vice President

Attachment B

RULE 6 - BULLETINS AND ASSIGNMENTS

(of the November 1, 1985 Amtrak-UTU Agreement)

- h. Passenger Conductors and Assistant Passenger Conductors who have held their current positions for a period of thirty (30) calendar days, except those who have been force assigned may elect to make an optional displacement to an assignment held by a junior employee and such optional displacement will be made on the first Thursday of each month. Any employee desiring to make such displacement must notify the Crew Dispatchers office between 7:00 AM and 7:00 PM on the Friday preceding the first Monday of each month.¹⁹ Such displacements may only be made in the work zone in which the displacing employee is working, and the effective date of individual displacements may be postponed until the vacated position is filled. When an employee displaces onto a road service position he will assume the assignment on the first departure from the home terminal following the effective date of the displacement.
- i. Employees who are displaced as a result of the optional displacement shall be notified as soon as possible and have four (4) hours from the time they are notified to exercise their seniority against a junior employee or onto an open assignment. Employees failing to exercise seniority as provided herein may be assigned to an open assignment or the extra board.
- j. Employees will not be considered displaced until the displacing employee meets all the qualifications required of the assignment and physically displaces the incumbent.

¹⁹ Modified by agreement with UTU General Chairman A. L. Suozzo, dated November 26, 2002.

NEW APPENDIX

July 16, 1991

Mr. C. P. Jones, General Chairman
United Transportation Union
1515 Market Street, Suite 515
Philadelphia, PA 19102

Dear Mr. Jones:

This refers to our discussions regarding Amtrak's desire to operate new commuter service in behalf of the Los Angeles County Transportation Commission (LACTC).

In order for Amtrak to be in a competitive position to be a successful bidder for this service and in light of the fact that the operation of such service will benefit both the employees and Amtrak, it was agreed as follows:

- 1) Amtrak will notify the General Chairman thirty days prior to Amtrak's operation of the service;
- 2) This service will be placed in off-corridor Work Zone 12;
- 3) Article 7 of the October 8, 1986, agreement will apply to such employees while performing commuter service only;
- 4) Rule 11 of the agreement will be modified to provide that the crew consist in this service will be a passenger conductor only;
- 5) The crew bases in this service will be as follows:
 - a) The San Diego crew base territory would be extended to a radius of fifty miles from the San Diego Station, to protect the Oceanside-Los Angeles service.
 - b) The Los Angeles crew base territory would be extended to a radius of fifty miles from the Los Angeles station, to protect the Moorpark - Los Angeles and Santa Clarita - Los Angeles service.
 - c) A new crew base would be established at San Bernadino, with a territory within a fifty mile radius from the San Bernardino station, to protect the San Bernardino - Los Angeles service; the San Bernardino - Redlands Service; the Hemet to Riverside service; the Riverside to Los Angeles Service, and the San Bernardino/Riverside - Irvine service. A minimum of one person extra board will be maintained at this location, to be increased to two if ten assignments are established. This board may be supplemented by the Los Angeles extra board as needed when the extra board at San Bernardino is exhausted. Individuals called from the Los Angeles extra board to be used in San Bernadino service will be given at least a three hour call.
- 6) The parties recognize that this commuter service does not constitute intercity rail passenger service and that accordingly, Appendix C-2 would not apply to this service.

If the above correctly sets forth our understanding,, please indicate your concurrence by signing in the space provided.

Very truly yours,

/s/ J. M. Fagnani
J. M. Fagnani
Director - Labor Relations

I Concur:

/s/ C. P. Jones
C. P. Jones, General Chairman

7/19/91

Date

Approved:

/s/ C Bryant
C. Bryant, Vice President

7/19/91

Date

July 16, 1991

Mr. C. P. Jones, General Chairman
United Transportation Union
1515 Market Street, Suite 515
Philadelphia, PA 19102

Dear Mr. Jones:

This refers to the July 16, 1991 agreement concerning the Los Angeles County Transportation Commission commuter service.

Paragraph (5) of the agreement states that the crew bases for employees involved in the LACTC commuter service means the territory within 50 miles of the passenger stations at San Diego, San Bernadino or Los Angeles. The parties expressly understand that this in no way affects the 30 mile crew base at Los Angeles for Amtrak intercity passenger service.

It was further understood that it will remain the responsibility of employees to report directly to locations within the crew base. However, it was agreed that employees who are required to report to such locations which are within the crew base but in excess of 30 miles from the principal passenger station will be compensated as follows:

1. Compensation will be limited to the Corporation's policy for use of automobiles;
2. Only railroad miles in excess of 30 railroad miles will be utilized in the compensation computation
3. Employees will only be entitled to such compensation when called to fill a temporary vacancy and when there are no LACTC commuter service trains or Amtrak trains available for transportation.
4. Employees called from the Los Angeles extra board to protect San Bernardino assignments will be covered by Rule 19 - Expenses Away From Home.

The foregoing will in no way affect the application rules regarding outlying points, points outside the crew base.

Please indicate your concurrence by signing in the space provided below.

Very truly yours,

/s/ J. M. Fagnani

J. M. Fagnani

Director - Labor Relations

I Concur:

/s/ C. P. Jones
C. P. Jones, General Chairman

7/19/91

Date

Approved:

/s/ C. Bryant
C. Bryant, Vice President

7/19/91

Date

October 2, 1991

Mr. C. P. Jones, General Chairman
United Transportation Union
1515 Market Street, Suite 515
Philadelphia, PA 19102

Dear Mr. Jones:

This refers to our discussions regarding Amtrak's desire to operate the LACTC commuter service.

Amtrak will be making its formal presentation to the Southern California Regional Railroad Authority (SCRRA) on October 11, 1991. It would be helpful if prior to this presentation to agree to the following:

The organization agrees that Amtrak may pay performance bonuses to its member employees if Amtrak and a commuter authority enter into an agreement requiring Amtrak to make such payments.

If the foregoing is agreeable,, please sign in the space provided below returning one fully signed copy to me.

Very truly you

/s/ Joseph M. Fagnani
Joseph M. Fagnani
Director-Labor Relations

I Concur:

/s/ C. P. Jones
C. P. Jones, General Chairman

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
AND
PASSENGER CONDUCTORS REPRESENTED
BY
THE UNITED TRANSPORTATION UNION

The following confirms our discussion concerning Amtrak's operation of the Metrolink Commuter Service on behalf of the Southern California Regional Rail Authority,

1. If Amtrak determines that it requires a stabilized work force, it is agreed that employees electing to work in commuter service will be unable to exercise seniority to intercity service except for an exercise of seniority in connection with an optional displacement. Except, employees may elect to exercise seniority from commuter service to intercity service or from intercity service to commuter service should it develop that they cannot hold a position within thirty (30) miles of the location where they last performed service and there is a position available in the other service that is closer to their place of residence.
2. The Local Chairman and the General Manager of Commuter Operations or his designee may agree to waive any provisions contained herein to accommodate a hardship situation.
3. The application of this agreement is limited to the Metrolink commuter Service operated by Amtrak on behalf of the Southern California regional Rail authority (SCRRA) and shall not be cited by either party in any forum including but not limited to negotiations under "Section 6" of the Railway Labor Act.

This agreement may be canceled by either party upon twenty-eight days written notice of intent to effect said cancellation

Exceptions:

Service exclusive to the San Diego corridor is exempt, therefore Article 7, B, (i) of the October 8, 1986 agreement shall apply.

Passenger Conductors whose assignments include lodging provided by the carrier shall be compensated in accordance with the provisions of Article 7 of the October 8, 1986 agreement.

The application of this agreement is limited to the Metrolink Commuter Service operated by Amtrak on behalf of the Southern California Regional Rail Authority (SCRRA) and shall not be

cited by either party in any forum including but not limited to negotiations under "Section 6" of the Railway Labor Act.

This agreement may be canceled by either party upon twenty-eight days written notice of intent to effect said cancellation.

Signed at Los Angeles, California this 29 day of May 1996 to be effective July 1, 1996.

/s/ T. W. Flemming 29 May 96
T W. Flemming

Manager Labor Relations
Amtrak West

/s/ R. Garcia 5-29-96
Date

R.
Garcia Date
Local
Chairman
United Transportation Union

Approved:

/s/ L. C. Hriczak 5-30-96
L. C. Hriczak Date

Director

Suozzo 5/30/96 /s/ A. L.

A. L.
Suozzo
Date
General
Chairman
United Transportation Union

A. H. Lucia
Local Chairman
United Transportation Union
2155 Fire Mountain Drive
Oceanside, CA 92054

Dear Sir:

This has reference to the Letter of Agreement dated July 16, 1991, between the National Railroad Passenger Corporation (Amtrak) and the United Transportation Union (UTU) in regard to "Amtrak's desire to operate new commuter service in behalf of the Los Angeles County Transportation Commission (LACTC)".

The Letter of Agreement dated July 16, 1991, includes Article 7 of the October 8, 1986 Agreement between Amtrak and the United Transportation Union in connection with the performance of service by Amtrak for the Massachusetts Bay Transportation Authority (MBTA).

That portion of the Letter of Agreement dated July 16, 1991, regarding Article 7 of the October 8, 1986 Agreement, was modified by Letter of Agreement dated May 29, 1996. It is agreed that the modification of May 29, 1996, is hereby cancelled.

It is further agreed, that Article 7 of the October 8, 1986 Agreement will be applied to our Letter of Agreement dated July 16, 1991 as follows:

- 1) Rule 2 (b) of the January 29, 1986 Agreement will be modified by adding the following provision:

Employees in Metrolink Commuter Service paid 40 straight-time hours for service performed in a work week will be paid at the time and one-half rate for all additional service paid for in the work week, except as provided for in paragraph (c) (2), below.

- 2) Rule 2 (c) of the January 29, 1986 Agreement is amended to label the existing paragraph as "(c) (1)" and to add the following new paragraphs as "(c) (2)":

- (i) Metrolink Commuter Service employees whose assignments include short turn around passenger service runs, no single trip of which is scheduled to exceed three hours will be paid overtime for all time on duty, or held for duty, in excess of eight hours except that time released will be excluded and paid in accordance with Paragraph (ii), below.
- (ii) Such Employees may be released during their tour of duty and will be compensated for such time at one-half the straight-time rate for all time released up to and including four hours and fifteen minutes. The rate of compensation shall be at the regular straight time rate of the employee for all time released in excess of four hours and fifteen minutes. Time paid for as release time at the half time rate will not be taken into account for the purpose of Rule 2 (b) in the determination of the 40 straight-time hours in the work week except as specifically provided in (iv), below.

- (iii) Except for as provided in Rule 17, regular assigned and employees assigned to extra board will be paid a minimum equivalent of eight straight-time hours for each tour of duty completed, which will include all time paid for as release time.
- (iv) Employees performing service and paid for such in accordance with (iii), above, will be credited with eight hours of service performed at the straight-time rate for the purpose of calculating the forty straight-time hours of service pursuant to Rule 2 (b).

It is further agreed:

For the purpose of this agreement, there is a total number of seventy-five (75) passenger conductors and assistant passenger conductors regularly assigned to train crews on the San Diegan Product Line and the Metrolink Commuter Service.

During such period as Amtrak shall be contracted by the Southern California Regional Rail Authority (SCRRA) to provide train crews to operate the Metrolink Commuter Service in Southern California, should Amtrak reduce San Diegan Product Line service as the result of the expansion of competing Metrolink Commuter Service, the above agreed to number of passenger conductors and assistant passenger conductors regularly assigned in the combined Metrolink Commuter Service and San Diegan Product Line will not be reduced. It is understood that positions in either service may be reduced for other reasons not related to the expansion of competing Metrolink Commuter Service.

This agreement is limited to the Metrolink Commuter Service operated by Amtrak on behalf of the SCRRA and shall not be referred to in any other forum, including but not limited to negotiations under "Section 6" of the Railway Labor Act, as amended.

This agreement is without precedential value and may be cancelled by either party with fifteen (15) days written notice on the other.

This Agreement will become effective as of the date the parties listed below have affixed their signatures in the space provided.

Very truly yours,

/s/ Thomas W. Fleming
Thomas W. Fleming
Manager, Labor Relations
Amtrak West

I CONCUR:

/s/ A. H. Lucia 3-20-97
A. H. Lucia Date
Local Chairman

Approved:

/s/ L. C. Hriczak 3-26-97

L. C. Hriczak

Suozzo 3/26/97 /s/ A. L.

Date

A. L.
Suozzo

Date

Senior Director, Labor Relations

General Chairperson

NATIONAL RAILROAD PASSENGER CORPORATION
30th Street Station, Philadelphia, PA 19104



June 1, 2010

Mr. R. M. Lenfest, Jr., General Chairperson
United Transportation Union
1515 Market Street, Suite 708
Philadelphia, PA 19102

Dear Mr. Lenfest:

This refers to our discussions regarding the Southern California Regional Rail Authority's (SCRRA) selection of Amtrak as the operator of its Metrolink Commuter Service, effective June 26, 2010.

WHEREAS, AMTRAK'S RIGHT AND ABILITY TO PROVIDE METROLINK COMMUTER SERVICE IS GOVERNED BY AN OPERATING AGREEMENT WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA);

WHEREAS, THE PARTIES UNDERSTAND THE NEED FOR AMTRAK TO COMPLY WITH THE TERMS OF THAT OPERATING AGREEMENT AND DESIRE TO OFFER EMPLOYMENT CONSISTENT WITH THE PROVISIONS OF THAT OPERATING AGREEMENT TO THOSE CONNEX EMPLOYEES PRESENTLY PERFORMING THIS WORK;

WHEREAS, IT IS THE PARTIES DESIRE TO CONTINUE METROLINK SERVICE IN A SEAMLESS MANNER WITHOUT DISRUPTION FOR THE BENEFIT OF THE CITIZENS OF CALIFORNIA AND OTHERS WHO UTILIZE THESE SERVICES;

IT IS AGREED;

- 1) The Rules Agreement dated January 29, 1986, as amended and interpreted by agreement, will apply to the operation and service covered by this Agreement, except as specifically provided herein.
- 2) On or about April 1, 2010, Amtrak, via Connex, delivered, by certified mail, return receipt requested, to the home address of all present Connex train service employees, an employment application, along with all other documents required by the operating agreement. These documents must be completed and returned to Amtrak, by April 17, 2010, postmark to govern, with a copy to the UTU General Chairman, in order for the Connex train service employees to be eligible for further participation in the employment process set forth in this Agreement. Amtrak shall have no further obligations to individuals who fail or decline to return the requisite completed documents within the time

Mr. R. M. Lenfest, Jr.
June 1, 2010
Page 2

prescribed. Those Connex train service employees who timely complete the process described in this paragraph will be considered eligible for employment with Amtrak subject to the conditions of this Agreement, and Amtrak's pre-employment standards.

- A. The positions to be established by Amtrak will be advertised on or about June 1, 2010 through June 11, 2010 via Special Bulletin Notice No. 26 to all Connex Train Service employees working in Metrolink service who complied with Section 2 of this Agreement. The advertisement of positions will show the Metrolink headquarters locations, run description, starting time, rest days, etc., and the special bulletin notice will contain the following statement:

"This will serve as notice that these positions will be established on Metrolink for Amtrak's operation effective 12:01 a.m., June 26, 2010. Bids will be accepted only from eligible employees who have complied with Section 2 of the Implementing Agreement dated June 1, 2010 and, who are found eligible for employment under Amtrak's standards. Only those bids postmarked on or before June 11, 2010 will be accepted."

- 3) Bids will be honored in seniority order based upon the train service employees standing on the current Connex Train Service Employees Roster.
- 4) Existing Rules Agreement provisions pertaining to disapproval of application of employment will not be applicable to those Connex train service employees who are accepted for employment with Amtrak pursuant to the terms of this Agreement.
- 5) The Connex employees will be required to undergo drug and alcohol testing. Any employee testing positive for drugs and/or alcohol will be provided the opportunity, upon his/her request, for a split sample test at the employee's expense, by a testing facility selected by Amtrak.
- 6) Connex train service employees will be required to sign one or more releases instructing and authorizing Connex to provide Amtrak with a copy of the employee's Connex employment and medical records. The Connex employee will also be required to complete a pre-employment medical questionnaire provided by the Amtrak designated medical facility performing the drug and alcohol test in paragraph 5) above. Should Amtrak's Health Services Department determine that additional information is required as a result of the information provided on that questionnaire, the employee will be required to request his/her physician to provide such additional information. Any further action in this area, which may include an examination by an Amtrak-designated physician, will be handled on a case-by-case basis in accordance with the applicable Rules Agreement.

Mr. R. M. Lenfest, Jr.
June 1, 2010
Page 3

- 7) Eligible train service employees, as set forth in Section 2 above, who are inactive for the entire application and bidding period by reason of sickness, pregnancy, temporary or occupational disability, disciplinary suspension, dismissal, military leave, furlough, vacation, or leave of absence (except as set forth in Section 2 above), shall have the right to make application within five (5) days of their return to active status. Such Passenger Conductors possessing sufficient seniority to have been selected in accordance with Section 3, above, will be placed on the Amtrak National Roster in accordance with the provisions of Section 9, below, as if they had been in active status during the original application period, and will exercise their seniority in accordance with the applicable provisions of the Rules Agreement.
- 8) It is understood that following the effective date of this agreement, entry rates defined by the UTU-Amtrak CBA will apply in Metrolink Commuter Service. However, in no instance will any train service employee hired by Amtrak under this Agreement have the current Connex entry rate progression schedule reduced.
- 9) Connex train service employees accepting employment with Amtrak will be placed on the bottom of the Amtrak National Roster with a seniority date of June 26, 2010 in the same relative order they are ranked on the Connex seniority roster with prior rights to Metrolink assignments on or after June 26, 2010.
- 10) Compensated days and years of service currently recognized by Connex shall be used in determining eligibility for vacation entitlements for Connex employees who accept a position with Amtrak pursuant to this Agreement. Amtrak anticipates it will receive information from Connex outlining such information, as well as the number of vacation days each employee has accrued but has not taken for calendar year 2010. In the event of disagreement, the Local Chairman and the Transportation Superintendent (or his designee) will meet for the purpose of informally resolving this dispute. In the event the disagreement cannot be resolved, it will be subject to the existing grievance procedure as set forth in the Rules Agreement.
- 11) Connex train service employees employed by Amtrak pursuant to this Agreement will have their Amtrak medical and dental insurance benefits effective upon employment.
- 12) There shall be no pyramiding or duplication of any benefit(s) in the application of any portion of this Agreement.

Mr. R. M. Lenfest, Jr.
June 1, 2010
Page 4

- 13) Any dispute or controversy with respect to the interpretation, application, or enforcement of the provisions of this Agreement which has not been resolved within 90 days may be submitted by the parties to a Public Law Board for a final and binding decision thereon as provided in Section 3, Second of the Railway Labor Act.

If the above correctly sets forth our understanding, please indicate your concurrence by signing in the space provided.

Very truly yours,



Larry C. Hriczak
Director-Labor Relations

I CONCUR:



R. M. Lenfest, Jr., General Chairperson

6/1/2010

Date

NATIONAL RAILROAD PASSENGER CORPORATION
30th Street Station, Philadelphia, PA 19104

June 1, 2010



Mr. R. M. Lenfest, Jr.
General Chairperson
United Transportation Union
1515 Market Street, Suite 708
Philadelphia, PA 19102

Dear Mr. Lenfest:

This refers to our discussions regarding Amtrak's assumption of the Metrolink commuter service in Los Angeles, CA, effective June 26, 2010.

While Amtrak hourly rates of pay are higher than those rates in effect under the current Connex Agreement, we acknowledge that there are clearly distinguishable anomalies between the Connex and Amtrak Collective Bargaining Agreements relative to the manner in which periods of release are paid. In order to correct same, we propose that Connex Passenger Conductors transferring to Amtrak under the terms of the June 1, 2010 Metrolink Implementing Agreement will be paid an allowance of \$35.00 for each day worked on the following positions:

RVS-3
OSD-1
SNB-12

Further, we propose that those same Conductors will be paid a daily allowance of \$62.00 when working position OSD-4 and a daily allowance of \$5.00 when working position SIL-3.

If the foregoing is agreeable to you, please sign in the space provided below.

Very truly yours,

A handwritten signature in black ink, appearing to read "Larry C. Hriczak", written over a horizontal line.

Larry C. Hriczak
Director-Labor Relations

I CONCUR:

A handwritten signature in black ink, appearing to read "R. M. Lenfest", written over a horizontal line.

R. M. Lenfest, Jr., General Chairperson

NATIONAL RAILROAD PASSENGER CORPORATION
30th Street Station, Philadelphia, PA 19104



June 17, 2010

Mr. R. M. Lenfest, Jr.
General Chairperson
United Transportation Union
1515 Market Street, Suite 708
Philadelphia, PA 19102

Dear Mr. Lenfest:

This refers to our discussions regarding Amtrak's assumption of the Metrolink commuter service in Los Angeles, CA, effective June 26, 2010 and our discussion on June 15, 2010.

It has been brought to my attention that the job bulletin upon which the jobs referred to our agreement of June 1, 2010, was revised due to a schedule change. Based upon those changes, the following adjustments to our agreement are warranted.

Connex Passenger Conductors transferring to Amtrak under the terms of the June 1, 2010 Metrolink Implementing Agreement will be paid an additional trip allowance as indicated below:

OSD-4	\$ 14.00 <i>(was \$62.00)</i>
CMMV101	\$ 52.00 <i>(new allowance)</i>

The allowances applicable to the other positions identified in our June 1, 2010, agreement remain unchanged.

If the foregoing is agreeable to you, please sign in the space provided below.

Very truly yours,

A handwritten signature in black ink, appearing to read "Larry C. Hriczak", with a stylized flourish at the end.

Larry C. Hriczak
Director-Labor Relations

I CONCUR:

A handwritten signature in black ink, appearing to read "R. M. Lenfest", written in a cursive style.

R. M. Lenfest, Jr., General Chairperson

NATIONAL RAILROAD PASSENGER CORPORATION
30th Street Station, Philadelphia, PA 19104

June 1, 2010

Mr. R. M. Lenfest, Jr.
General Chairperson
United Transportation Union
1515 Market Street, Suite 708
Philadelphia, PA 19102



Dear Mr. Lenfest:

This refers to our discussions concerning Conductors M. Semien, S. Wimberly and M. Brank, all of whom are currently working in Metrolink Commuter Service for Connex, whose dismissals from Amtrak were upheld by Public Law Board No. 6312, Award No. 313, and Public Law Board No. 6877, Award Nos. 104 and 112, respectively.

This will confirm our understanding that Amtrak is agreeable to allowing Mr. Semien and Mss. Wimberly and Brank to transfer to Amtrak on June 26, 2010, to work in Metrolink Commuter Service only, provided each employee meets the conditions set forth in the Metrolink Implementing Agreement dated June 1, 2010.

It is further understood that this restriction will remain in effect for a period of one year. Thereafter, the parties agree to revisit this matter for the purpose of discussing whether or not the imposed restriction should remain in effect for a longer period of time.

If the above correctly sets forth the Organization's understanding, please sign in the space provided below.

Very truly yours,

A handwritten signature in black ink, appearing to read "Larry C. Hriczak", with a long, sweeping horizontal stroke extending to the right.

Larry C. Hriczak
Director-Labor Relations

I AGREE:

M. Semien

S. Wimberly

M. Brank

APPROVED:

A handwritten signature in black ink, appearing to read "R. M. Lenfest", with a stylized, cursive script.

R. M. Lenfest, General Chairperson

NATIONAL RAILROAD PASSENGER CORPORATION
310 North Alameda Street, Third Floor, Los Angeles, CA 90012



Received

NOV 12 2010

September 27, 2010

General Committee of
Adjustment GO-769

Mr. Ramon Garcia
Chairman, Local #84
United Transportation Union
27508 Jasper Way
Castaic, CA 91384

Dear Mr. Garcia:

This refers to recent discussions concerning the establishment of optional displacements in Work Zone CS-3 (Metrolink Service). The following constitutes a Local Agreement as that term is used in Rule 47 of the Amtrak/UTU Agreement dated January 29, 1986, as amended.

It is agreed that employees to positions in Work Zone CS-3 will be afforded the opportunity to make optional displacements to assignments held by non-prior right junior employees or to assignments that are subject to or being advertised for bid, until the assignment is closed, in Work Zone CS-3 during the months of January and July. Likewise, employees in Work Zone CS-3 may make optional displacements to assignments held by non-prior right junior employees or to assignments that are subject to or being advertised for bid, until the assignment is closed, in Work Zone 12 during those same months, subject to the requirements of Metrolink Service.

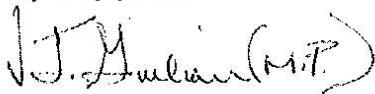
Similarly, employees in Work Zone 12 may make optional displacements to assignments held by non-prior right junior employees or to assignments that are subject to or being advertised for bid, until the assignment is closed, in Work Zone CS-3, during those same months. The procedures not in conflict with the above as set forth in Letter No. 3, dated May 15, 1987, remain applicable. Additionally, the parties agreed to allow Amtrak Passenger Conductors found in Work Zone 12 to bid on new or vacant positions within Work Zone CS-3.

This agreement may be cancelled in writing by either party with fifteen (15) days advance written notice on the other party.

Mr. Ramon Garcia
September 27, 2010
Page 2

If the foregoing is acceptable to you, please indicate your concurrence by signing in the space provided below, returning one copy of this letter to my office.

Very truly yours,



Valorie J. Giulian
Manager - Labor Relations

I CONCUR:



Ramon Garcia, Local Chairman - UTU

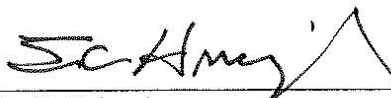
APPROVED:



R. M. Lenfest
General Chairperson - UTU

11/12/10

Date



L. C. Hriczak
Director - Labor Relations

11-15-10

Date

NATIONAL RAILROAD PASSENGER CORPORATION

310 North Alameda Street, Third Floor, Los Angeles, CA 90012

September 27, 2010

Mr. Ramon Garcia
Chairman, Local #84
United Transportation Union
27508 Jasper Way
Castaic, CA 91384



Dear Mr. Garcia:

This refers to recent discussions concerning employees assigned to position in Work Zone CS-3 (Metrolink Service). The following constitutes a Local Agreement as that term is used in Rule 47 of the Amtrak/UTU Agreement dated January 29, 1986, as amended.

It is agreed that in cases where the parties agree that a hardship has been established, employees in Work Zone CS-3 may bid for vacancies or new positions in other work zones, subject to the approval of the Local Chairman and the General Superintendent - Southwest Division.

This agreement may be cancelled in writing by either party with fifteen (15) days advance written notice on the other party.

If the foregoing is acceptable to you, please indicate your concurrence by signing in the space provided below, returning one copy of this letter to my office.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Valorie J. Giulian".

Valorie J. Giulian
Manager - Labor Relations

I CONCUR:

A handwritten signature in cursive script, appearing to read "Ramon Garcia".

Ramon Garcia, Local Chairman - UTU

APPROVED:

A handwritten signature in cursive script, appearing to read "R. M. Lenfest".

R. M. Lenfest
General Chairperson - UTU

11/12/10

Date

A handwritten signature in cursive script, appearing to read "L. C. Hriczak".

L. C. Hriczak
Director - Labor Relations

11-15-10

Date

A. H. Lucia
Local Chairman
United Transportation Union
2155 Fire Mountain Drive
Oceanside, CA 92054

Dear Sir:

The following confirms our discussions concerning the establishment of a designated terminal at Taylor Yard.

It is Agreed:

That for the purposes set forth in 49 CFR Ch. 11, Appendix A of Part 228, requirements of the Hours of Service Act, Duty Time and Effective Periods of Release, Taylor Yard is established as a designated terminal for the single purpose of effective periods of release for train crews in the Metrolink Commuter Service only.

The Taylor Yard Maintenance Facility Register Room shall be designated as an "away from home" terminal location for Metrolink Commuter Service train crew assignments only for purposes of effective release under CFR CH. 11, Appendix A of Part 228. As such, said location shall be considered an appropriate point for effective release under the Hours of Service Act for said train crew assignments.

It is further agreed:

Whenever the scheduled assignment of a passenger conductor in the Metrolink Commuter Service exceeds twelve (12) hours (including interim release) from the initial bulletined sign-up time to the final bulletined sign-off time, said employee will be provided lodging at no cost to the employee.

The application of this agreement is limited to the Metrolink Commuter Service operated by Amtrak on behalf of the Southern California Regional Rail Authority (SCRRA) and shall not be cited by either party in any other forum including but not limited to negotiations under "Section 6" of the Railway Labor Act.

This agreement is without precedential value and may be canceled by either party with fifteen (15) days written notice on the other.

This Agreement will become effective as of the date the parties listed below have affixed their signatures in the space provided.

Very truly yours,

/s/ Thomas W. Fleming
Thomas W. Fleming
Manager, Labor Relations
Amtrak West

I CONCUR:

/s/ A. H. Lucia 3-20-97
A. H. Lucia Date
Local Chairman

Approved:

/s/ L. C. Hriczak 3-26-97

L. C. Hriczak

Suozzo 3/26/97 /s/ A. L.
Date

Senior Director, Labor Relations

A. L.
Suozzo
Date
General Chairperson

NEW APPENDIX

November 23, 1993

Mr. A. L. Suozzo, General Chairman
United Transportation Union
1515 Market Street, Suite 515
Philadelphia, PA 19102

Dear Mr. Suozzo:

This refers to our discussions regarding Amtrak's desire to operate new commuter services and confirms our agreement on such services.

In order for Amtrak to be in a competitive position to be a successful bidder for such services and in light of the fact that the operation of such services will benefit both the employees and Amtrak, it was agreed as follows:

- 1) Amtrak will notify the General Chairman thirty days prior to Amtrak's operation of a commuter service;
- 2) Unless otherwise agreed to, assumptions of existing services will be placed in new work zones and new services will be placed in existing zones.
- 3) Article 7 of the October 8, 1986, agreement will apply to such employees while performing commuter service only;
- 4) Rule 11 of the agreement will be modified to provide that the crew consist in these services will be a passenger conductor only. The provisions of Rule 11 (e) and (g) shall apply to employees working passenger conductor only assignments. It is understood that nothing in this agreement will prevent the corporation from using more than a passenger conductor;
- 5) The crew bases in these services will have a radius of fifty miles from the principle station within the crew base. It will remain the responsibility of employees to report directly to locations within the crew base. However, employees who are required to report to such locations which are within the crew base but in excess of thirty miles from the principle station will be compensated as follows:
 - A. Compensation will be limited to the Corporation policy for use of automobiles;
 - B. Only railroad miles in excess of thirty railroad miles will be utilized in the compensation computation;
 - C. Employees will only be entitled to such compensation when called to fill a temporary vacancy and when there are no commuter or Amtrak trains available for transportation.
- 6) The parties recognize that commuter service does not constitute intercity rail passenger service and that accordingly, Appendix C-2 would not apply to these services.

- 7) Where Amtrak determines that it requires a stabilized work force, it is agreed that employees electing to work in commuter service will be unable to exercise seniority to intercity service except for an exercise of seniority in connection with an optional displacement. Likewise, employees in intercity service will only be able to exercise seniority into commuter service at the time of the optional displacement. Except that in either case, employees may elect to exercise seniority from one service to another should it develop that they cannot hold a position within 30 miles of the location where they last performed service, and there is a position available in the other service that is closer to their place of residence.
- 8) Regular assignments in commuter services under this agreement will not be commingled with intercity passenger service, except by agreement.
- 9) In commuter operations, various ticketing systems are employed. These ticketing systems may include some or all of the following functions: ticket sales, ticket collection, ticket verification, and issuance of citations where authorized. Subject to the following, Amtrak train service employees may be required to perform all the above functions for the administration of the ticketing system in effect:
 - A. If ticket collection, ticket verification and/or ticket sales is to be done by Amtrak employees on board commuter trains, it will be done by train service employees;
 - B. Commuter agencies may arrange for personnel, other than Amtrak train service employees, to do a passenger fare audit on board trains, without adding train service employees;
 - C. When non-Amtrak personnel are assigned to a train to perform ticket audits, with the intent of verifying the proper ticketing of all passengers, this does not relieve the assigned Amtrak train service personnel from performing normal ticket verification duties, but does not hold them responsible for the ticket verification performed by non-Amtrak personnel. It is understood that the fare audits by non-Amtrak personnel would be limited to approximately five audits per train, per month, except by agreement.
 - D. When citations are issued as part of a "proof of purchase" ticketing system, conductors may be authorized and required to issue such citations to passengers who have demonstrated an attempt to evade paying required fare

If the above correctly sets forth our understanding, please indicate your concurrence by signing in the space provided.

Very truly yours,
/s/ L. C. Hriczak
L. C. Hriczak
Director - Labor Relations

I CONCUR:

/s/ A. L. Suozzo
A. L. Suozzo, General Chairman

11/23/93

Date

NEW APPENDIX

July 20, 1995

Mr, A. L. Suozzo, General Chairman
United Transportation Union
1515 Market Street, Suite 515
Philadelphia, PA 19102

Dear Mr, Suozzo:

This refers to your letter dated July 6, 1995, received July 11, 1995, requesting that the optional displacements for passenger conductors and assistant passenger conductors in work zone 7 be changed from February and August to March and September. The engineers in work zone 7 are similarly interested in such a change. Therefore, Amtrak is agreeable to implementing this change.

It is agreed that the optional displacements for passenger conductors and assistant passenger conductors in work zone 7 are changed to March and September. It is understood that this agreement will not result in optional displacements in work zone 7 being held more than two (2) times per calendar year.

It is also understood that this agreement may be canceled by either party with 15 days advance written notice, in which case optional displacements will again occur in February and August.

If the above is acceptable to you, please sign in the space provided below and return one copy of this letter to my office.

Very truly yours,

/s/ L. C. Hriczak

L. C. Hriczak

Director-Labor Relations

/s/ A. L. Suozzo

A. L. Suozzo, General Chairman

Date

7/27/95

November 6, 1995

Mr. L. C. Hriczak
Director-Labor Relations-AMTRAK
30th Street Station - 4th Floor, North Tower
Philadelphia, PA 19104

RE: Optional Displacement - Zone 3 Dear Sir:

Please be advised that Work Zone 3 has voted in favor of January and July as the months for the Optional Displacement as provided for in Letter No. 3 dated May 15, 1987, which is found on page 64 of the Agreement of January 29, 1986, reprinted on April 1, 1994.

This will serve to confirm our understanding that in lieu of June and December, the months for the Optional Displacement in Work Zone 3 will henceforth be January and July.

Please arrange to implement the above accordingly.

Very truly yours,

/s/ A. L. Suozzo
A. L. Suozzo
General Chairperson

NEW APPENDIX
AGREEMENT
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
(AMTRAK)
AND
ITS EMPLOYEES REPRESENTED BY
UNITED TRANSPORTATION UNION

Amtrak will establish a 401(k) tax-deferred retirement savings plan for its eligible employees represented by the Union signatory below, subject to the following provisions:

1. The plan will be effective July 1, 1994, or as soon thereafter as possible. Eligible employees may make contributions as provided in the Plan through payroll deduction.
2. An eligible employee is an active employee who has completed one year of service as defined in the Plan.
3. Participation in the Plan by any eligible employee shall be voluntary.
4. There will be no contributions to the Plan by Amtrak.
5. Amtrak will take such actions as may be prudent or required by law to maintain the tax qualified status of the Plan.

Signed this 5th day of Jan., 1994.

For:
Amtrak

/s/ L. C. Hriczak

L. C. Hriczak
Director-Labor Relations

For:
United Transportation Union

/s/ A. L. Suozzo

A. L. Suozzo
General Chairman

NEW APPENDIX

January 8, 1993

Mr. A. L. Suozzo, General Chairman
United Transportation Union
1515 Market Street
Suite 515
Philadelphia, Pennsylvania 19102

Dear Mr. Suozzo:

During the recent round of negotiations, we reached agreements with several labor organizations which contained provisions for flexible spending accounts for dependent care and health care. We want to extend this benefit to all of our agreement covered employees. Accordingly, we propose the following language be adopted covering employees under your jurisdiction.

SPECIAL ACCOUNTS

Within six months from the date of this agreement, Amtrak will establish flexible spending accounts for dependent care and health care. The plans will be in accordance with the IRS regulations and applicable laws.

If you concur in adopting this provision, please sign in the space indicated below and return the fully-executed copy to me within 45 days of the date of this letter.

Very truly yours,

/s/ L. C. Hriczak

L. C. Hriczak

Director-Labor Relations

I CONCUR:

/s/ A. L. Suozzo

A. L. Suozzo

General Chairman

5 / 12 / 93

Date

NEW APPENDIX

ENTRY RATES / LOCK-IN LOCAL AGREEMENTS

NATIONAL RAILROAD PASSENGER CORPORATION

810 North Alameda Street, Third Floor, Los Angeles, CA 90012

December 27, 2010

Mr. Raymond Belluomini
Local Chairman, Local 1732
United Transportation Union
71 Sunshine Drive
Galt, CA 95632



Dear Mr. Belluomini:

The following constitutes a Local Agreement, as that term is used in Rule 47 of the Amtrak/UTU Agreement dated January 29, 1986, as amended.

It is agreed, that effective with the date of final approval of this Local Agreement, all employees hired for the Work Zone 12 Oakland and Sacramento, California, crew bases, during their first three years of employment only, will be required to exhaust all seniority at the Oakland and/or Sacramento crew bases before they can exercise seniority elsewhere. Those employees covered by this understanding will be treated for the purposes of "Rule 3 - Entry Rates," as if they have completed three (3) years of active service as of the date they enter service as a new employee. The three-year credit will remain in effect as long as the newly-hired employee holds a position at either the Oakland or Sacramento crew base.

It is further agreed that effective within thirty (30) days following the date of final approval of this Local Agreement, employees hired at and holding positions at the Oakland and Sacramento crew bases who have less than three years of train service will be likewise subject to the terms of this agreement. Such employees will have their entry rates adjusted so that they will be treated as if they had completed three (3) years of active service when hired and required to exhaust all seniority at the Oakland and/or Sacramento crew base for the remainder of the three year period from the date they became trainmen. The three-year credit will similarly remain in effect as long the employee holds a position at either the Oakland or Sacramento crew base.

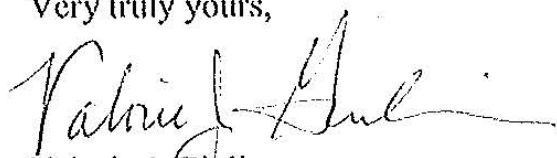
The application of this agreement is prospective only and limited to the Oakland and Sacramento crew bases and shall not be cited by either party in any other forum, including but not limited to negotiations under "Section 6" of the Railway Labor Act.

This agreement supersedes and replaces all previous Local Agreements applicable to the Oakland and Sacramento crew bases regarding the application of Rule 3 - Entry Rates.


Mr. Ray Belluomini
Local Agreement – Oakland and Sacramento
December 27, 2010

Finally, this Local Agreement is without precedential value and may be cancelled by either party within fifteen (15) days written notice to the other.

Very truly yours,


Valorie J. Giulian
Manager - Labor Relations


I CONCUR:


R. A. Belluomini
Local Chairman, Local 1732

APPROVED:


Roger M. Lemfest, Jr.
General Chairperson

1/18/11
Date


Larry C. Hifezak
Director - Labor Relations

2/1/11
Date

February 14, 2001
File: LAX-UTU-OC-AGMT

Keith Moore
Local Chairman
United Transportation Union
2763 Summerset Drive
Rialto, CA 92377

Dear Mr. Moore:

The following constitutes a Local Agreement as that term is used in Rule 47 of the Amtrak/UTU Agreement dated January 29, 1986, as amended:

It is agreed, that employees hired for the Work Zone 12 San Diego Crew Base, during the first year of employment only, will be required to exhaust all seniority at the San Diego Crew Base before they can exercise seniority elsewhere. Those employees covered by this understanding will be treated for purposes of “Rule 3 - Entry Rates”, as if they have completed (one) year of active service as of the date they enter service as a new employee. The one-year credit will remain in effect as long as the new-hire employee is holding a position at the San Diego Crew Base.

It is further agreed, the employees listed on Attachment “A”, will be accorded the 80% rate of pay effective March 1, 2001.

The application of this agreement is limited to the San Diego Crew Base and shall not be cited by either party in any other forum including but not limited to negotiations under “Section 6” of the Railway Labor Act.

This agreement is without precedential value and may be cancelled by either party with fifteen (15) days written notice on the other.

Keith Moore
February 14, 2001
File: LAX-UTU-OC-AGMT
Page Two

This Agreement is effective February 16, 2001.

Signed on _____

Very truly yours,

Richard A. Wood
Labor Relations Officer

I concur:

Keith Moore
Local Chairman

Approved:

L. C. Hriczak Date
Director, Labor Relations

A. L. Suozzo Date
General Chairperson

Keith Moore
February 14, 2001
File: LAX-UTU-OC-AGMT
Page Three

Attachment “A”

Name

Seniority Date

J. Ruiz
W. Schoonmaker
D. Wesson

November 12, 2000
September 6, 2000
September 6, 2000

May 1, 1997

File: LAX-UTU-OC-AGMT

Edward T. Adams
Local Chairman, PCS
United Transportation Union
885 Marin Drive
Mill Valley 94941

Dear Mr. Adams:

The following constitutes a Local Agreement as that term is used in Rule 47 of the Amtrak/UTU Agreement dated January 29, 1986, as amended.

It is agreed, that employees hired for the Peninsula Commute Service, during the first year of employment only, will be required to exhaust all seniority within such service, before they can exercise seniority elsewhere. Those employees covered by this understanding, will be treated for purposes of "Rule 3 - Entry Rates", as if they have completed one (1) year of active service as of the date they enter service as a new employee. The one-year credit will remain in effect as long as the new-hire employee is working in the Peninsula Commute Service.

The application of this agreement is limited to the Peninsula Commute Service operated by Amtrak on behalf of the Joint Powers Board and shall not be cited by either party in any other forum including but not limited to negotiations under "Section 6" of the Railway Labor Act.

This agreement is without precedential value and may be cancelled by either party with fifteen (15) days written notice on the other.

This Agreement is effective May 1, 1997.

Signed at San Jose, California on May 12, 1997.

Very truly yours,

/s/ Thomas W. Fleming
Thomas W. Fleming
Manager, Labor Relations - Amtrak West

I CONCUR:

/s/ E. T. Adams 5-12-97
Edward T. Adams Date
Local Chairman

Approved:

/s/ L. C. Hriczak 5-20-97

L. C. Hriczak

Senior Director, Labor Relations

<u>Suozzo 5/16/97</u>	<u>/s/ A. L.</u>
	Date
	A. L.
	Suozzo
	Date
	General
Chairperson	



National Railroad Passenger Corporation, 800 North Alameda Street, Los Angeles, CA 90012

March 8, 2000

File: LAX-UTU-OC-PCS-AGMT

Edward T. Adams
Local Chairman, Caltrain
United Transportation Union
885 Marin Drive
Mill Valley 94941

Dear Mr. Adams:

The following constitutes a Local Agreement as that term is used in Rule 47 of the Amtrak/UTU Agreement dated January 29, 1986, as amended:

It is agreed, that employees hired for "Caltrain", during the first two years of employment only, will be required to exhaust all seniority within such service, before they can exercise seniority elsewhere. Those employees covered by this understanding, will be treated for purposes of "Rule 3 - Entry Rates", as if they have completed two (2) years of active service as of the date they enter service as a new employee. The two-year credit will remain in effect as long as the new-hire employee is working in "Caltrain" service.

The application of the agreement is limited to "Caltrain" service, operated by Amtrak on behalf of the Joint Powers Board and shall not be cited by either party in any other forum, including but not limited to negotiations under "Section 6" of the Railway Labor Act, as amended.

This Agreement is without precedential value and may be cancelled by either party with fifteen (15) days written notice on the other. If the above accurately reflects our understanding, please sign in the space provided below.

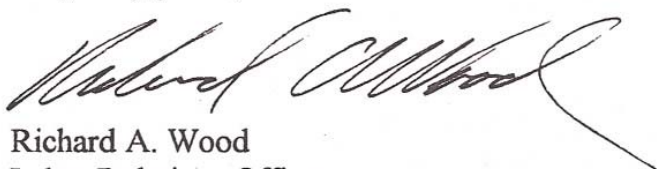
AN EQUAL OPPORTUNITY EMPLOYER

Edward T. Adams
March 8, 2000
File: LAX-UTU-OC-PCS-AGMT
Page Two

This Agreement is effective March 15, 2000.

Signed at San Jose on March 8, 2000.

Very truly yours,



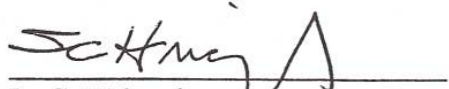
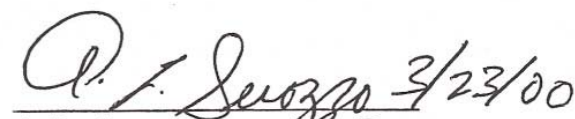
Richard A. Wood
Labor Relations Officer

I concur:



Edward T. Adams Date
Local Chairman

Approved:


L. C. Hriczak Date
Director, Labor Relations
A. L. Suozzo Date
General Chairman

National Railroad Passenger Corporation, Crew Base, 810 N. Alameda Street, Los Angeles, CA 90012



RECEIVED

FEB 26 2001

GENERAL COMMITTEE OF ADJUSTMENT
CR-SAA/AMTRAK

February 14, 2001
File: LAX-UTU-OC-AGMT

Keith Moore
Local Chairman
United Transportation Union
2763 Summerset Drive
Rialto, CA 92377

Dear Mr. Moore:

The following constitutes a Local Agreement as that term is used in Rule 47 of the Amtrak/UTU Agreement dated January 29, 1986, as amended:

It is agreed, that employees hired for the Work Zone 12 San Diego Crew Base, during the first year of employment only, will be required to exhaust all seniority at the San Diego Crew Base before they can exercise seniority elsewhere. Those employees covered by this understanding will be treated for purposes of "Rule 3 - Entry Rates", as if they have completed (one) year of active service as of the date they enter service as a new employee. The one-year credit will remain in effect as long as the new-hire employee is holding a position at the San Diego Crew Base.

It is further agreed, the employees listed on Attachment "A", will be accorded the 80% rate of pay effective March 1, 2001.

The application of this agreement is limited to the San Diego Crew Base and shall not be cited by either party in any other forum including but not limited to negotiations under "Section 6" of the Railway Labor Act.

This agreement is without precedential value and may be cancelled by either party with fifteen (15) days written notice on the other.

Keith Moore
February 14, 2001
File: LAX-UTU-OC-AGMT
Page Two

This Agreement is effective February 16, 2001.

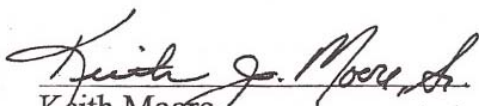
Signed on 16 February 2001

Very truly yours,



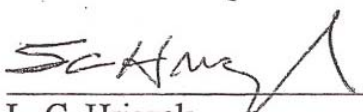
Richard A. Wood
Labor Relations Officer

I concur:



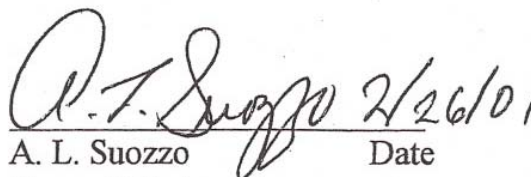
Keith Moore
Local Chairman

Approved:



L. C. Hriczak
Director, Labor Relations

Date



A. L. Suozzo
General Chairperson

Date

Keith Moore
February 14, 2001
File: LAX-UTU-OC-AGMT
Page Three

Attachment "A"

Name

Seniority Date

J. Ruiz
W. Schoonmaker
D. Wesson

November 12, 2000
September 6, 2000
September 6, 2000

NEW APPENDIX

Rule 12(b) (Hold Downs) Local Agreements

NEW APPENDIX

UTU (C&T)
TRAIN NOS. 50/51
OFF-CORRIDOR SERVICE

INTERPRETATION AND APPLICATION OF THE AGREEMENT OF JANUARY 29, 1986, AS AMENDED, BY AND BETWEEN THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK), AND ITS EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION (C&T) IN REGARD TO THE ASSUMPTION OF SERVICE FROM THE CSXT BETWEEN WASHINGTON, D.C., AND CINCINNATI, OHIO, TRAINS 50/51.

WHEREAS, the performance of service presently performed by CSXT will result in the establishment by Amtrak of positions necessary to perform such work and,

WHEREAS, it is the desire of the parties to effect an orderly transfer and reassignment of such employees;

IT IS UNDERSTOOD THAT:

1. Amtrak will provide the General Chairman of the Organization signatory hereto with not less than thirty (30) days written notification of Amtrak's assumption of the operation of Trains 50 and 51, between Washington, DC, and Cincinnati, OH, which notice will list the estimated number of positions to be established by Amtrak by location.
2. The Rules Agreement dated January 29, 1986, as amended and interpreted by agreement, will apply to the operation and service covered by this Agreement, except as specifically provided.
3. A. Amtrak will offer employment to CSXT train service employees holding seniority rights within the craft as of the date of this Agreement.
B. Applicants for Passenger Conductor and Assistant Passenger Conductor positions will be selected in seniority order in accordance with their seniority standing with the CSXT in regard to service covered by this agreement .
4. The positions to be established by Amtrak will be advertised for a period of fifteen (15) calendar days via special bulletin notice to all active CSXT train service employees with seniority in the service involved. The advertisement of the positions will show the Amtrak headquarters location, tour of duty, rest days, rate of pay, etc. The bulletin notice will constitute a written offer of employment by Amtrak and will contain the following statement:

“This will serve as notice that the above positions will be established on Amtrak for operation of Trains 50 and 51 between Washington, DC, and Cincinnati, OH, effective 12:01 am, September 29, 2001. Successful applicants for positions will be considered as having applied for and been accepted for employment by Amtrak. Bids will initially be accepted only from active employees entitled to provide the service involved in the same craft and class in which such employees were active during the advertising period. The bid and award will also be

considered as the employee's release to transfer copies of the employee's medical, service, and personnel records to Amtrak. Only those bids postmarked or personally delivered to the office of the undersigned and receipt obtained within fifteen (15) calendar days of the date of this notice will be accepted."

5. An employee absent on vacation, leave of absence (including engine service), suspension, discharge pending appeal, or disability during this assumption of function who otherwise would have been entitled to make application for transfer to Amtrak, shall be subject to this Agreement the same as if they had been in active service on the effective date of the assumption of functions. Such employees shall have five (5) working days following their return to service to exercise seniority to an available position on Amtrak if they so desire.
6. Employees on the CSXT train service roster failing to apply for Passenger Conductor or Assistant Passenger Conductor positions established by this Agreement, except as provided in Paragraph 5, will forfeit all rights to employment on Amtrak as Passenger Conductors and Assistant Passenger Conductors.
7.
 - A. Employees of CSXT accepting employment with Amtrak pursuant to this Agreement will have seniority over all other Amtrak train service employees to assignments covering the work now being performed for Amtrak by CSXT.
 - B. Successful applicants for positions, referred to in Article 4, will be placed on the bottom of the System (National) Seniority Roster based on the date Amtrak assumes direct operation of the service covered by this agreement. They will be ranked in accordance with their seniority standing with the CSXT in regard to service covered by this agreement.
 - C. The service covered by this Agreement is included in Work Zone 5 of the Off-Corridor Service covered by the January 29, 1986, as amended. Except as provided for in Article 7(a) above, assignments in the service covered by this agreement are prior right Work Zone 5 assignments for seniority purposes.
8. Employees on the CSXT train service roster who apply for but are unable to secure a position under this Agreement, will be placed in an application pool, and as positions become available in the service covered by this agreement, they will be offered Passenger Conductor or Assistant Passenger Conductor positions which they must accept or relinquish their rights to employment with Amtrak. Article 7(A) of this agreement will apply to such employees and they will be ranked at the bottom of the System (National) Seniority Roster as of the date they establish seniority on Amtrak.
9. Except as otherwise provided herein, CSXT employees that accept employment with Amtrak, will be credited with compensated days and years of service recognized by CSXT for the purposes of applying the January 29, 1986 agreement, as amended.
10. There shall be no pyramiding or duplication of any benefit as a result of the application of this Agreement.
11. Any dispute or controversy with respect to the interpretation, application, or enforcement of the provisions of this Agreement which has not been resolved within 90 days may be submitted

by the parties to a Public Law Board for a final and binding decision thereon as provided in Section 3, Second of the Railway Labor Act.

SIGNED AT WASHINGTON, D.C., THIS SIXTEENTH (16th) DAY OF AUGUST 2001.
FOR THE UNITED TRANSPORTATION UNION (C&T) FOR THE NATIONAL RAILROAD PASSENGER CORPORATION

Albert L. Suozzo
General Chairperson

Larry C. Hriczak
Director - Labor Relations

NEW APPENDIX

January 24, 2000

Mr. W. A. Beebe, General Chairman
United Transportation Union
214 Amity Road
Woodbridge, CT 06525

Mr. A. L. Suozzo, General
Chairman
United Transportation
Union
1515 Market
Street, Suite 515

Philade
lphia,
PA
19102

Gentlemen:

As discussed, the following are Agreed Upon Questions and Answers governing the exercise of seniority between zones.

- Q.1 How does an employee exercise seniority between zones?
- A.1 By bidding and being awarded a bona fide vacancy.
- Q.2 What is a bona-fide vacancy?
- A.2 A vacancy advertised on a weekly bulletin.
- Q.3 In awarding an Off-Corridor vacancy, how is seniority applied?
- A.3 1) Prior-right employee, as found on the Prior-Right Work Zone Roster, 2) National Seniority employees, 3) prior-prior-right Work Zone 1 and 2 employees, 4) prior-right Northeast Corridor Seniority employees, 5) System Seniority employees.
- Q.4 In awarding a Northeast Corridor vacancy, how is seniority applied?
- A.4 1) Prior-prior right Work Zone 1 and 2 employees, 2) prior-right Northeast Corridor employees, as found on the Northeast Corridor Seniority Rosters, 3) National Seniority Roster employees, 4) System Seniority employees.
- Q.5 Is it possible to exercise seniority to another zone, other then bidding on and being awarded a bona fide vacancy?

A.5 Yes, but only under the following circumstances:

Prior-prior right Work Zones 1 and 2 employees and prior-right Northeast Corridor employees are not restricted in regard to an exercise of seniority in either Work Zones 1 or 2, if found in Work Zones 1 and 2, because no such restriction existed prior to the merger of the On and Off-Corridor Rosters. Likewise, other than prior-prior right Work Zones 1 and 2 employees and prior-right Northeast Corridor employees can exercise seniority through-out Work Zones 1 and 2 when found in Work Zones 1 and 2.

A trainman subject to furlough can displace a junior trainman in another work zone.

A displaced trainman may displace a junior trainman occupying an assignment in another work zone, provided it is at the same crew base or the crew base nearest thereto.

Q.6 Can prior right employees, working outside their off-corridor prior-right work zone, exercise seniority back to their prior-right work zone during the prior-right work zone's optional displacement?

A.6 No.

Q.7 Can prior right employees working outside their off-corridor prior-right work zone exercise seniority back to the prior-right work zone at the time of the optional displacement in the off-corridor work zone where found?

A.7 Yes. If found in Work Zones 1 or 2, an exercise of seniority back to the employee's prior-right off-corridor work zone will be permitted effective with the twice yearly effective date of the Change of Time Special Bulletin.

Q.8 Can prior-prior right Work Zones 1 and 2 employees and prior-right Northeast Corridor employees working outside the Northeast Corridor bid back to the Northeast Corridor on a Northeast Corridor Change of Time Special Bulletin?

A.8 No.

Q.9 Can prior-prior right Work Zones 1 and 2 employees working outside the Northeast Corridor exercise seniority back to the Northeast Corridor at the time of the optional displacement in the off-corridor work zone where found?

A.9 Yes.

Q.10 When displaced, can a prior-right employee working outside of their prior-right work zone displace any junior employee in their prior-right work zone?

A.10 Yes.

Q.11 What is the prior-right Work Zone for Northeast Corridor employees?

A.11 Work Zones 1 and 2.

Q.12 How is prior-right seniority in the Northeast Corridor determined?

A.12 Former Conrail District "F" employees with seniority on Amtrak have first rights to assignments in Work Zone 1, Former Conrail District "G" employees with seniority on Amtrak have first rights to assignments in Work Zone 2. Former Conrail District "F" employees with seniority on Amtrak have rights to Work Zone 2 assignments ahead of Northeast Corridor employees. Former Conrail District "G" employees with seniority on Amtrak have rights to Work Zone 1 assignments ahead of Northeast Corridor employees. Employees hired in the Northeast Corridor prior to October 27, 1999, have prior-rights to assignment in Work Zones 1 and 2 ahead of National Seniority employees and System Seniority employees. Lastly, National Seniority employees have seniority over System Seniority employees.

If this properly reflects our understanding, please indicate your concurrence by signing in the space provided below.

Very truly yours,

Larry C. Hriczak
Director-Labor Relations

I Concur:

W. A. Beebe

General Chairman - UTU

Suozzo

UTU

A. L.

General Chairman –

April 5, 2002

Mr. W. A. Beebe, General Chairman
United Transportation Union
214 Amity Road
Woodbridge, CT 06525

Mr. A. L. Suozzo, General
Chairman
United Transportation
Union
1515 Market
Street, Suite 708

Philade
lphia,
PA
19102

Gentlemen:

This is to confirm our understanding regarding agreed upon Question and Answer No. 5, dated January 24, 2000, governing the exercise of seniority between work zones. It is agreed that in addition to displacing a junior trainman in another work zone, a trainman subject to furlough may select a vacant assignment that is under advertisement in another work zone. It is understood that employees who exercise seniority to assignments subject to or being advertised will be considered automatic bidders for the assignment and governed by the applicable language in Rule 9(a).

If this properly reflects our understanding, please indicate your concurrence by signing in the space provided below.

Very truly yours,

Larry C. Hriczak
Director-Labor Relations

I Concur:

W. A. Beebe		Date	A. L.
General Chairman - UTU	Suozzo	Date	
	UTU	General Chairman -	

February 8, 2000

Mr. W. A. Beebe, General Chairman
United Transportation Union
214 Amity Road
Woodbridge, CT 06525

Mr. A. L. Suozzo, General
Chairman
United Transportation
Union
1515 Market
Street, Suite 515

Philade
lphia,
PA
19102

Gentlemen:

This is to confirm our understanding regarding agreed upon Question and Answer No. 5, dated January 24, 2000, governing the exercise of seniority between zones. It is agreed that in addition to displacing a junior trainman occupying an assignment in another work zone that is at the same crew base or the crew base nearest thereto, a displaced trainman may select a vacant assignment that is under advertisement in another work zone that is at the same crew base or the crew base nearest thereto. It is understood that employees selecting a vacant assignment will be considered automatic bidders for the assignments and governed by the applicable language in Rule 9(a).

If this properly reflects our understanding, please indicate your concurrence by signing in the space provided below.

Very truly yours,

Larry C. Hriczak
Director-Labor Relations

I Concur:

W. A. Beebe

General Chairman - UTU

Suozzo

UTU

A. L.

General Chairman -

NEW APPENDIX

NATIONAL RAILROAD PASSENGER CORPORATION

30th Street Station, Philadelphia, PA 19104

December 9, 2005

Mr. A. L. Suozzo
General Chairperson - UTU
1515 Market Street
Suite 708
Philadelphia, PA 19102



Dear Sir:

This letter refers to our July 7, 2005 meeting with regard to a "System Train Service Employee Posting Agreement" and various subsequent discussions, most recently on October 5, 2005. As Chief Transportation Officer Steve Strachan and System General Trainmaster Edward Mruk explained at our July 7, 2005 meeting, the Transportation Department desires to standardize the training a new hire (Trainee) receives upon return to their home location from initial basic training in Wilmington, DE.

Amtrak has taken into consideration the Organization's comments and concerns. We indicated during our meeting, that Amtrak would send you a proposed agreement, including final copies of the forms that Amtrak would require selected train service employees to complete in order for their review by the Organization's Legal Department. The below represents Amtrak's best efforts to meet the Organization's comments and concerns:

- A. Train service employees qualified to be Conductor Trainers, and willing to participate in the "New Hire On-The-Job Training Program", will be selected as such by a designated Transportation Officer, in consultation with a Union Representative. Amtrak shall retain the sole and final authority to select Trainees for this program and whether Trainees have successfully satisfied the requirements of the program. Nothing in this agreement shall authorize the Organization to exert any authority over such decisions.
- B. Conductor Trainers will be required to give Trainees the necessary experience in yard and/or road operations, to include but not limited to, switching, revenue and customer service. Conductor Trainers will be required to complete daily evaluation forms on each Trainee assigned to them on the forms provided (copies attached). For these services, Conductor Trainers will be paid \$ 20.00 per tour of duty, in addition to all other earnings for each tour of duty.
- C. Conductor Trainers selected to participate in this on-the-job training program will be required to attend an orientation session where what is expected of them in monitoring, evaluating and reporting on the progress of the Trainees assigned to them will be explained.
- D. Conductor Trainers used in this on-the-job training program are still responsible for the safe operation of their train and must be in compliance with all operating rules, as well as providing proper instruction to and the evaluation of assigned Trainees.


This agreement may be cancelled by either party, effective forty-five (45) days after receiving written notice from the other party. If the foregoing is acceptable to the Organization, please sign one original and return it to me for implementation. If you have any questions and/or would like to discuss this proposed agreement further, please don't hesitate to call.

Very truly yours,



Larry C. Hriczak
Director - Labor Relations

I Concur.



General Chairperson, UTU

Approved.



C. A. Iannone
Vice-President, UTU

attachments

cc: S. Strachan, Chief Transportation Officer
E. Mruk, System General Trainmaster

Evaluation
for Posting as a
Passenger
Assistant Conductor

Posting Employee:
Conductor:
Date:
Train:

	Demonstrates an Understanding	Requires Additional Training	Does NOT Demonstrate an Understanding
Safety			
Safety Instructions			
Equipment			
Procedures			
Proper Clothing			
PPE			
S.O.F.A. Rules			
Protects Against Moving Equipment			
Understands "3-Point-Protection"			
Communicates Before Action is Taken			
Maintains Awareness of Body Position			
Communication			
Announcement			
Radio			
Hand Signals			
Communication Signal			
Job Briefing: Required Paperwork			
Job Briefing: Individual Responsibility			
Follows Instructions			
Security			
TSA ID Procedure			
Amtrak ID Requirement			
Accounting Procedure			
Tickets & Ticket Punch			
Sorting of Tickets			
Seat Checking			
On-board Transactions			
Accountabilities			
Pre-departure Activities			
En-route Activities			
Post-trip Activities			
Customer Service			
Courteous			
Interaction with Passengers			

Comments



Posting Employee: _____

Conductor: _____

Date: _____

Location: _____



NEW APPENDIX

NATIONAL RAILROAD PASSENGER CORPORATION
30th Street Station, Philadelphia, PA 19104



January 15, 2013

Mr. William A. Beebe
General Chairman
United Transportation Union
214 Amity Road
Woodbridge, CT 06525-2241

Mr. Dirk A. Sampson
General Chairman
United Transportation Union
1515 Market Street
Philadelphia, PA 19102

Dear Gentlemen:

This refers to our discussions with regard to the selection of Qualified Instructors who will participate in Amtrak's program to certify conductors under CFR Part 242. As outlined under CFR Part 242.119, the role of the Qualified Instructor is to provide input and assess the on-the-job proficiency of employees required to be certified as a conductor under this Part. In accordance with CFR Part 242.7, train service employees seeking to participate as Qualified Instructors must have a satisfactory service and safety record, as well as adequate knowledge and field operating experience relative to the subject matter covered by CFR Part 242. Likewise, an employee selected as a Qualified Instructor must have the following qualifications:

1. Is a certified conductor under this part; and
2. Has been selected as such by a designated railroad officer, in concurrence with the designated employee representative, where present; or
3. In absence of concurrence provided in Item 2 of this definition, has a minimum of 12 months service working as a train service employee.

Thus, in order to facilitate the selection of Qualified Instructors and in recognition of the associated responsibilities, the Carrier is proposing the following terms and conditions:

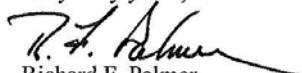
- A. Train service employees who qualify for the role of Qualified Instructor will be selected by a designated Transportation Officer in consultation with a duly authorized representative of the union. Amtrak shall retain the final authority to select train service employees for this program and determine whether or not they have successfully satisfied the requirements to serve as a Qualified Instructor. Amtrak also retains the authority to remove an employee from Qualified Instructor status and will consult with the duly accredited representative prior to doing so. Nothing in this agreement shall authorize the union to exert undue authority over such decisions.

*Mssrs. Beebe & Sampson
January 15, 2013
Page 2*

- B. Qualified Instructors selected to participate in this program will be required to attend an orientation session, which shall be jointly designed by Amtrak management and the union, where they will be informed of what is expected of them in terms of observing, evaluating, and documenting the performance of employees required to be certified. At Amtrak's discretion, Qualified Instructors may be instructed to attend additional training.
- C. Qualified Instructors will be required to provide input and assess the on-the-job proficiency of employees required to be certified. This will include observation of work performance in the areas of job briefings, pre-departure instructions, en-route and post-trip activities, train make-up, safety matters and customer service. It is expected that the employee being evaluated will serve as the "acting conductor" for the trip or assignment on which he or she is being evaluated. The Qualified Instructor observing on-the-job proficiency in the above areas is still responsible for the safe operation of his or her train and must comply with all operating rules and procedures.
- D. Qualified Instructors are expected to complete the observation(s) within one round trip in road service. Observations may also be required in yard service as deemed necessary for particular territories. In the event an extension to the observation is required, it must be approved by a supervisor and must be completed in no more than two round trips in road service. Should the employee being evaluated fail to meet the requirements of the field evaluation, such employee will then be evaluated by a supervisor to determine his or her status.
- E. Upon completing the observations, Qualified Instructors will be required to complete the appropriate evaluation forms for each employee (illustrative examples attached). For the services outlined in "C" above, as well as completion of the required evaluation forms, Qualified Instructors will be paid one hour's pay at the appropriate rate of pay for each tour of duty that they are assigned an employee to evaluate.


This Agreement will become effective immediately and may be cancelled by either party, effective forty-five (45) days after receiving written notice from the other party. If the foregoing is acceptable to the Organization, please sign one original and return it to me for implementation.

Very truly yours,

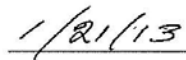

Richard F. Palmer
Director, Labor Relations

Mssrs. Beebe & Sampson
January 15, 2013
Page 3


I Concur:



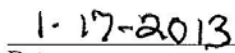
William A. Beebe
General Chairperson – UTU



Date



Dirk A. Sampson
General Chairperson - UTU



Date



Qualified Instructors Checklist (Road)

☐ Passed Evaluation
☐ Failed Evaluation

Qualified Instructor, EMP ID _____

Certified Psgr Conductor, EMP ID _____

Train(s) _____ Date _____

Passenger Conductor (Yard Service)	Demonstrates-Understanding	Does not * Demonstrate-Understanding	Requires additional training	Comments
Employee reported to the designated location at the prescribed time in full uniform with Amtrak ID badge prominently displayed.				
Job Briefing				
Covered all information on Job Briefing Checklist				
Ensure all crew members are properly equipped including required flagging equipment/PPE				
Discussed manifest with all crew members				
Pre Departure Activities				
Conductor communicated with Engineer to review Map 1173/10C Summary				
Performed train inspection prior to departure				
Ensure proper brake test is performed as required				
All crew members are at the proper location to render any assistance in boarding passengers				
Job briefing with On Board Service Employees (pre-departure and/or en route)				
Ensure all doors are secured before departure or any movement of the train				
En route Activities				
Proper announcements made at required times				
Passenger Safety Instruction card announcement was made				
Required communication between Conductor and Engineer was done (calling signal, speed restrictions, crossing gate malfunctions, etc.)				
En route delay reports current (if applicable)				
Three points of contact utilized when walking through the train				
Interaction with Passengers				
Courteous to all passengers				
Listens and responds to passenger questions in a helpful and understanding manner				
Thanks the passengers for their patronage				
Post Trip Activities				
Complete all necessary paperwork				
Check Train for psgrs and other forgotten items				
Secure train as required				
Remit Amtrak money				
* Indicates comment required				



Qualified Instructors Checklist (Yard Service)

☐ Passed Evaluation
☐ Failed Evaluation

Qualified Instructor, EMP ID _____

Certified Psgr Conductor, EMP ID _____

Train(s) _____ Date _____

Passenger Conductor (Yard Service)	Demonstrates-Understanding	Does not * Demonstrates-Understanding	Requires additional training	Comments
Employee reported to the designated location at the prescribed time in the proper attire with Amtrak ID prominently displayed				
Job Briefing				
Covered all information on Job Briefing Checklist				
Ensure all crew members are properly equipped including required PPE				
Discuss specific job(s) to be done				
Assign crew responsibility				
Conducts additional job briefings as conditions change				
Train Make-up and Instructions				
Conductor communicated with Engineer to review Map 1173/10C Summary				
Perform train inspection prior to movement				
Ensure proper brake test is performed as required				
Inquires about crews switching in the same area, after receiving instructions from the yardmaster				
Apply the Five Lifesavers(S.O.F.A. Rules)				
Discuss safety matters and work to be performed				
Communicate before action is taken				
Protect against moving equipment				
Secure equipment before action is taken(three point protection)				
Mentor less experienced employees to perform service safely (If applicable)				
Understands Confidential Close Call Reporting				
* Indicates comments required				

NEW APPENDIX

CARE AGREEMENT

NATIONAL RAILROAD PASSENGER CORPORATION

30th Street Station, Philadelphia, PA 19104



April 17, 2003

Mr. A. L. Suozzo
General Chairman - UTU
1515 Market Street, Suite 708
Philadelphia, PA 19102

Dear Mr. Suozzo:

This has reference to our discussions concerning the Critical Assistance and Response for Employees (CARE) Program.

The parties disagree concerning an alleged past practice in regard to compensation being allowed UTU represented employees under this Program, notwithstanding the fact that no formal agreement existed between the Organization and the Carrier that allowed for UTU represented employees to be paid under this Program. Our disagreement is reflected in System Docket Nos. OC-UTU-SD-921, Claimant P. T. Simons and OC-UTU-SD-922, Claimant R. T. Lee, which are docketed for adjudication by Public Law Board No. 6312. However, we do agree that with the signing of the Trauma Team Agreement, UTU represented employees will be compensated for time lost following a critical incident on the same basis as are BLE represented employees.

It is our understanding that our agreement in this regard is without prejudice or precedent to our respective positions in the above referenced cases, and any other cases that are currently filed as of the date of this letter which involve a claim for lost time following a critical incident. This being understood, the UTU has agreed to sign the Trauma Team Agreement this date, which provides UTU represented employees full inclusion in all aspects of the Critical Assistance and Response for Employees (CARE) Program.

If this properly reflects our understanding, please indicate your concurrence by signing in the space provided below.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Larry C. Hriczak", with a stylized flourish at the end.

Larry C. Hriczak
Director - Labor Relations

I concur.

A handwritten signature in dark ink, appearing to read "A. L. Suozzo", with a stylized flourish at the end.

A. L. Suozzo
General Chairman

NATIONAL RAILROAD PASSENGER CORPORATION

**CRITICAL ASSISTANCE AND RESPONSE FOR
EMPLOYEES PROGRAM (C.A.R.E.)**

POLICY

PURPOSE

Amtrak is concerned with the well-being of its employees involved in critical incidents. In order to ensure that they are provided with appropriate mental health assistance, the Critical Assistance and Response Program for Employees (C.A.R.E.) was established. For the purpose of this policy, a critical incident is defined as, but not limited to, an event in which there is serious bodily injury or death of employees, passengers, or trespassers. Also, traumatic events that do not result in bodily injury or death but are catastrophic in nature may be considered as cause to engage C.A.R.E.. Accordingly, this policy sets forth the procedures for each of the program components.

SCOPE

All Amtrak employees.

NOTIFICATION SYSTEM

All critical incidents that occur in the Intercity and the Northeast Corridor will be reported to the National Operations Center (CNOC). It is the responsibility of CNOC to notify the Employee Assistance Services (EAP) of the incident. Amtrak West and Amtrak West Commuter services will report each critical incident to the Emeryville, California Operations Center. The Emeryville Operations Center is responsible to notify the EAP. The following information will be provided to the EAP within two (2) hours of the critical incident:

1. Day, time, train number, location, what happened, the extent of injuries to employees, passengers, and trespassers, and/or fatalities.
2. How long the train is going to be delayed; what was the train's destination; and when do they expect the crew to return home.
3. Names, telephone numbers, and social security numbers of the train crew or employees involved.
4. In the case of a major train accident, CNOC will provide the profiles of; Train and Engine crew, On Board Services Crew employees, Student or Trainee employees, and any Managers who are in service and on board the train at the time of the accident.
5. In the event of a non-train related incident on Amtrak property, it is the responsibility of the local supervision to notify the EAP of the critical incident and provide the names and telephone numbers of the involved employees.

OUTREACH - PRIMARY LEVEL OF INTERVENTION AND PERSONNEL

Interventions are conducted by specially trained Critical Incident Response Team Members (CIRT) and/or Employee Assistance Professionals (EAP). CIRT's made up of peers lead the intervention and offer support to their co-workers while the EAP counselor oversees the process.

All critical incidents are followed-up by telephone or in person intervention by a CIRT member and/or an EAP counselor. Contacts with the employee involved in the critical incident will be made within twenty-four (24) hours of the incident or an appropriate time thereafter.

INTERVENTION PROCESS

The CIRT team member and/or the EAP counselor is responsible for the initial contact and defusing of the incident with the employee involved in the critical incident. When the trained CIRT team member is the employee's first point of contact and feels the employee needs additional support or the employee requests additional support, he/she will contact their regional EAP counselor.

An EAP assessment will be required for any incident that involves a fatality, serious injury, or time off from work under the C.A.R.E. program. The EAP counselor will conduct an assessment to determine the wellbeing of the employee. If necessary, an appropriate referral will be made to an external qualified mental health provider specializing in trauma for further assistance. The EAP counselor's intervention will provide employees with basic stress management techniques to assist in coping with any stress reactions that may occur.

INDIVIDUAL DEFUSING OR GROUP DEBRIEFING

After the initial contact with the EAP counselor, it may be determined that the employee needs additional informal support for stress reactions experienced due to the involvement with the critical incident. The employee is referred to an external community professional with training, certifications and specialization in Critical Incident Stress Management. Meetings with the trained mental health provider are confidential (as required by federal, state, and local laws) and are strictly performed as a supportive service and are not expected to interfere with the employee's regular work assignment.

In the event of a major critical incident affecting many employees, the EAP staff will facilitate a critical incident debriefing session. The critical incident debriefing process involves employees getting together in a confidential group setting to discuss the incident, express feelings, and receive stress management coping techniques. Information shared during these sessions will be kept confidential (as required by federal, state, and local laws). Under no circumstances will information shared during this session be considered part of the incident investigation.

These services are not intended to replace medical or psychological evaluations.

REFERRALS TO AN EXTERNAL QUALIFIED HEALTH CARE PROFESSIONAL

If it is determined by the EAP counselor that the employee requires a post traumatic stress disorder evaluation, the employee will be referred to an external Qualified Health Care

Professional (QHCP) specializing in critical incident interventions and treatment. These providers will be obtained through Amtrak's insurance provider network. The Employee Assistance Program will be responsible for the employee co-payment for up to ten (10) sessions. If the employee misses more than three (3) days from their work assignment the EAP counselor must receive a diagnosis, prognosis and treatment plan from the QHCP in order to file an occupational injury report form to comply with Federal Railroad Administration requirements.

**COMPENSATION FOR LOST TIME BECAUSE OF A
CRITICAL INCIDENT (PAY CONTINUATION)**

FIRST THREE (3) DAYS AFTER THE INCIDENT

If the employee involved in a critical incident believes that he/she has been traumatized by the event and cannot continue their work duties, they will be relieved from their work assignment under the procedures of the C.A.R.E. program. Once relieved, an EAP counselor will contact the employee, as defined in the intervention process. The EAP counselor through the appropriate department will authorize compensation in addition to notifying the employee's status to their department manager. Up to three (3) consecutive work days after the incident, the employee can be compensated for lost earnings from their work assignment by complying with the EAP counselor's recommendations.

**AFTER THE INITIAL FIRST THREE (3) WORK DAYS AND
UP TO SEVEN (7) WORK DAYS**

If it is determined that the employee needs more than three (3) consecutive work days from active duty and needs to be treated for trauma, the employee must adhere to Federal requirements as described in "Referrals to an External Qualified Health Care Professional" and can be compensated for a maximum of seven (7) work days.

TRAINING

Any employee who would like to participate as a Critical Incident Response Team member must attend critical incident training using the Mitchell Model and must receive a certificate of completion from the International Critical Incident Stress Foundation. To request training an employee must receive authorization from their respective union representative and the Manager of Peer Services. Additional training will be identified and authorized through each regional EAP counselor.

A two (2) hour training course will be available for all supervisors, especially for supervisors of train crews. This course will contain information from the Pre-incident training course; how to handle employees involved in critical incidents.

NEW APPENDIX

AGREEMENT
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
UNITED TRANSPORTATION UNION

TRAUMA TEAM AGREEMENT

Major accidents, derailments, suicides, trespasser fatalities, death of employees, grade crossing accidents and workplace violence are events experienced throughout Amtrak's 23-year history. These events are called "critical incidents." For our purposes, a critical incident is defined as a traumatic event occurring in the workplace. A critical incident is defined in terms of its effect; that is, an event that may lead to traumatizing reaction. The issue of dealing with trauma is not simple because trauma is not an absolute; it is a relative response to the event. Each person can experience the same critical incident differently.

The parties are committed to the well being of our employees and members and seek to provide them with the support and assistance they may require at such times. The purpose of this agreement is to encourage mutual cooperation between labor and management in addressing this concern by the development of a preferred care plan fully endorsed by both parties.

- (1) A joint labor-management committee is hereby formed to develop a comprehensive program to assist our employees and members involved in critical incidents.
 - (a) The committee will initially be comprised of two (2) representatives appointed by Amtrak and two representatives appointed by the BLE.
 - (b) The committee will be open to representatives of other labor organizations with a commonality of interests.
 - (c) Effective with the date of this agreement, the committee will be expanded to include two (2) representatives appointed by the UTU.
- (2) The committee will consider all relevant issues, including but not limited to, initial notification, training, peer involvement, release from duty, care and counseling, return to duty and after-care.
- (3) The committee will recommend to Amtrak's Management Committee a jointly developed and supported trauma program for implementation. Should there be an issue where consensus cannot be reached, the majority and minority opinions and rationale shall be included in the recommendation.
- (4) The committee will be on-going and meet not less than once every six (6) months to review the program in light of any intervening critical incident experiences,

how the program operated during the incidents and to make recommendations for improvements in the program as appropriate.

This agreement is effective with the signing and may be terminated by either party with fifteen (15) days' written notice to the other party.

SIGNED THIS DATE, THE 17th OF April 2003.

FOR THE UNITED TRANSPORTATION
UNION:

/S/

Albert L. Suozzo
General Chairman

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION:

/S/

Larry C. Hriczak
Director-Labor Relations

NEW APPENDIX

NATIONAL RAILROAD PASSENGER CORPORATION

30th Street Station, Philadelphia, PA 19104

December 28, 2004

RECEIVED

DEC 29 2004

GENERAL COMMITTEE OF ADJUSTMENT
CR-SAA/AMTRAK



Mr. A. L. Suozzo
General Chairperson - UTU
1515 Market Street
Suite 708
Philadelphia, PA 19102

Dear Mr. Suozzo:

This has reference to our discussions concerning payment for meals when attending "Block Training" classes which are to commence in January 2005.

Inasmuch as the current agreement is silent with regard to meals for employees when required to be away from home while attending such "Block Training, we agreed that employees required to be away from home to attend the Carrier's Block Training classes shall receive a meal allowance of \$25.00 per day. The foregoing meal allowance is consistent with allowances paid for meals under similar circumstances in other agreements.

If the foregoing accurately reflects our agreement, please sign where indicated returning one original to me for implementation.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Larry C. Hinczak", with a stylized flourish at the end.

Larry C. Hinczak
Director - Labor Relations

I Agree.

A handwritten signature in dark ink, appearing to read "A. L. Suozzo", written in a cursive style.

Albert L. Suozzo
General Chairperson, UTU

NEW APPENDIX

National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, DC 20002 Telephone (202) 906-3000



November 6, 2000

Mr. A. L. Suozzo
General Chairman
United Transportation Union
1515 Market Street, Suite 515
Philadelphia, PA 19102

Dear Mr. Suozzo:

As you may know, Amtrak and labor have piloted the program, "Right Care... Day One", in the Mid-Atlantic. The elements of the project are outlined in the attached brochure. Based on the successful results of the pilot "Right Care... Day One" program, the program will be rolled out on a permanent, system-wide basis effective January 1, 2001. Part of this program includes transitional work assignments, consistent with collective bargaining agreements and the attached Transitional Duty Policy.

It is agreed the UTU will formally join this program effective with the signing of this agreement. As part of this roll out and support from labor, including support for and use of transitional work, Amtrak will implement the vision plan and dental improvement benefits provided in the last round of national freight negotiations for full time employees, including a new 7 day eligibility requirement for Amtrak's benefit plans. These items are outlined in the attached Dental Plan Improvements and Vision Plan document. The dental improvements will be implemented on April 1, 2001 and the vision plan on July 1, 2001.

If you are agreeable to the foregoing, please sign in the space provided below, returning the original for our files. If you have any questions or particular concerns, please call Charlie Woodcock at (202) 906-3981.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Joe M. Bress'.

Joseph M. Bress
Vice President
Labor Relations

I CONCUR:

A handwritten signature in dark ink, appearing to read 'A. L. Suozzo'.

A. L. Suozzo
General Chairman



RECEIVED

NOV - 8 2000

GENERAL COMMITTEE OF ADJUSTMENT
CONRAIL/AMTRAK/SEPTA

AN EQUAL OPPORTUNITY EMPLOYER

NATIONAL RAILROAD PASSENGER CORPORATION

30th Street Station, Philadelphia, PA 19104

March 14, 2008

Mr. William Beebe
General Chairman
214 Amity Road
Woodbridge, CT 06525-2241



Dear Mr. Beebe:

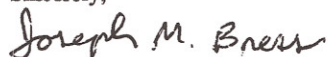
This refers to our ongoing discussions concerning provision for the Occupational Health Work Related Injury Project reached in the last round of bargaining.

Based on the results of the pilot "Right Care... Day One" program, the parties agree to roll out and support the program on a permanent, system wide basis. This will embody the elements of the current program, including support for and use of transitional work assignments, consistent with collective bargaining agreements and the Transitional Work Policy (Attachment 1).

As part of this roll out and support, Amtrak will implement the vision plan and dental improvements provided in the last round of national freight negotiations for full time employees, including the eligibility requirements for the benefit plans applied on the freights (Attachment 2). The dental improvements and the vision plan, including the upgrade to "standard", will be implemented on May 1, 2008.

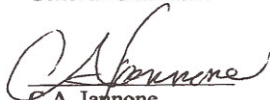
If the foregoing correctly reflects our understanding, please sign the space provided below, returning one original for our files.

Sincerely,


Joseph M. Bress
Vice President, Labor Relations

I Concur:


William Beebe
General Chairman


C.A. Iannone
Vice President

**NEW APPENDIX- PAYMENTS TO EMPLOYEES UNDER CERTAIN
CIRCUMSTANCES**

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Appendix.

(a) **COVERED CONDITIONS**

This Article is intended to cover accidents involving employees covered by this agreement while such employee are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

- (1) deadheading under orders or
- (2) being transported at carrier expense

(b) **PAYMENTS TO BE MADE**

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under any medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

1. **ACCIDENTAL DEATH OR DISMEMBERMENT**

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$300,000
Loss of Both Hands	\$300,000
Loss of Both Feet	\$300,000
Loss of Sight of Both Eyes	\$300,000
Loss of One Hand and One Foot	\$300,000
Loss of One Hand and Sight of One Eye	\$300,000
Loss of One Foot and Sight of One Eye	\$300,000
Loss of One Hand or One Foot or Sight of One Eye	\$150,000

“Loss” shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

2. **MEDICAL AND HOSPITAL CARE**

The carrier will provide payment for the actual expense and medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable any medical or insurance policy or plan paid for in its entirety by the carrier.

3. **TIME LOSS**

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a), commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$1,000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

4. **AGGREGATE LIMIT**

The aggregate amount of payments to be made hereunder is limited to \$10,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$10,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) **PAYMENTS IN CASE OF ACCIDENTAL DEATH**

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) **EXCLUSIONS**

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

(e) **OFFSETS**

It is intended that this Article V is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) **SUBROGATION**

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Appendix.

The payments provided for above will be made, as above provided for covered accidents on or after [DATE], 2008.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

“In consideration of the payment of any of the benefits provided in the Payments To Employees Under Certain Circumstances Appendix, (Employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by that Appendix.”

NEW APPENDIX

NATIONAL RAILROAD PASSENGER CORPORATION
30th Street Station, Philadelphia, PA 19104

January 27, 2010

Mr. Mark B. Kenny, General Chairman
Brotherhood of Locomotive Engineers and Trainmen (BLET)
1985 Highway 34, Suite A7A-1, Mail Box # 11
Wall, NJ 07719



Mr. William A. Beebe, General Chairman
United Transportation Union (UTU)
214 Amity Road
Woodbridge, CT 06525

Mr. Albert L. Suozzo, General Chairperson
United Transportation Union (UTU)
1515 Market Street
Suite 708
Philadelphia, PA 19102

Mr. Robert J. Keeley, General Chairman, GO-342
United Transportation Union (UTU-YM)
85-62 76th Street
Woodhaven, NY 11421

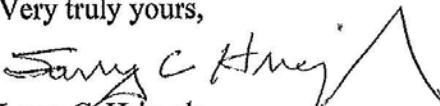
Gentlemen:


This has reference to our discussions concerning the reporting of an unsafe event or condition in accordance with Amtrak's C3 RS IMOU.

It is agreed that where employees indicate that they have self reported an event or condition to the National Aeronautics and Space Administration (NASA) in accordance with Amtrak's C3 RS IMOU, any time limits applicable to the progression of any charges stemming from the event or condition will be held in abeyance pending final acceptance or rejection of their report. Upon presentation of the NASA close call report receipt to the charging officer, any charges pending for a covered event or condition will be destroyed.

This letter agreement is effective upon the execution of Amtrak's C3 RS IMOU. If the foregoing accurately describes our agreement, please sign where indicated.

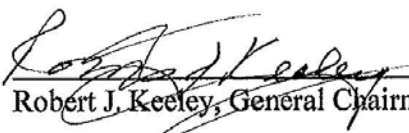
Very truly yours,


Larry C. Hriczak
Director-Labor Relations


Mark B. Kenny, General Chairman, BLET

William A. Beebe, General Chairman, UTU


Albert L. Suozzo, General Chairperson, UTU


Robert J. Keeley, General Chairman, UTU-YM

cc: John Previsich, Vice President, UTU

LETTER NO. 1

January 29, 1986

Mr. L. R. Davis, VP

United Transportation Union
154 W. Kenilworth Circle
Newtown Square, PA 19073

Wotaszak, VP

Mr. L. J.

United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Gentlemen:

This has reference to our discussions during negotiation of Rule 2 "Classifications and Basis of Pay" of the Agreement signed this date. During such discussions, the parties agreed to the establishment of two classes of employees, i.e., "Passenger Conductor and Assistant Passenger Conductors" for all Amtrak service, and the establishment of a single hourly rate of pay for all such employees in each of such classes.

In the establishment of such single, or common, basis of pay, it was understood that the following would apply at the Chicago Crew Base:

1. Except where special arrangements have been agreed to by the parties, regular assignments which contemplate a combination of traditional road passenger work and traditional road freight and/or yard work are not permissible.
2. Road passenger crews may be required to perform any work necessary in the handling of cars of their own train or trains, provided that setting off or picking up such cars will be limited to straight moves.
3. Yard crews may perform any service covered by the provisions of this Agreement, but will not be used to perform service outside the limits of their crew base except in emergency situations. If yard crews are sent outside of their crew base in an emergency to assist in the movement of a train, they may advance the train only toward their crew base and may perform any service relating to the movement of the train, including intermediate station stops.

Very truly yours,
/s/ G. F. Daniels
G. F. Daniels
Vice President-Labor Relations

Agreed:

/s/ L. R. Davis
L. R. Davis, Vice President

/s/ L. J. Wotaszak
L. J. Wotaszak, Vice President

Approved:

/s/ F. A. Hardin
F. A. Hardin, President

LETTER NO. 2

January 29, 1986

Mr. L. R. Davis,

Vice President

United Transportation Union
154 W. Kenilworth Circle
Newtown Square, PA 19073

Wotaszak,

President

Mr. L. J.

Vice

United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Gentlemen:

As information, Amtrak is studying the feasibility of establishing crew bases at the following locations:

Work Zone 3-Albany, NY and Springfield, MA;

Work Zone 4-Chicago, IL; Detroit, MI; Ft. Wayne, IN and Harrisburg, PA;

Work Zone 5-Washington, DC and Florence, SC;

Work Zone 6-Jacksonville, FL;

Work Zone 7-Milwaukee, WI and Minneapolis/St. Paul, MN;

Work Zone 8-Chicago, IL; Kansas City, MO and Champaign, IL;

Work Zone 9-Atlanta, GA and New Orleans, LA;

Work Zone 10-Portland, OR; Seattle, WA and Shelby, MT;

Work Zone 11-Salt Lake City, UT and Denver, CO;

Work Zone 12-San Diego, CA; Los Angeles, CA; Oakland, CA; Albuquerque, NM
and Phoenix, AZ;

As soon as our plans are finalized, we will notify you or your designated representative of any changes in the crew base locations.

Very truly yours,

/s/ G. F. Daniels

G. F. Daniels

Vice President - Labor Relations

LETTER NO. 3

May 15, 1987

Mr. C. P. Jones, General Chairman
United Transportation Union
Three Penn Center, Suite 1422
Philadelphia, PA 19102

Dear Sir:

This is in reference to our discussions regarding an optional displacement for Passenger Conductors and Assistant Passenger Conductors in the Off-Corridor service.

During such discussions, it was agreed that such employees will be afforded an optional displacement in accordance with the following schedule:

<u>Work Zone</u>	<u>Month of Displacement</u>
3 and 4	June and December
11 and 12	January and July
7 and 8	February and August
9 and 10	March and September
5 and 6	April and October
CS-1	May and November

Employees in each Work Zone may elect to make such optional displacement to an assignment held by a junior employee or to an assignment that is subject to or being advertised for bid, until the advertisement for the assignment is closed. The application for an optional displacement must be submitted in writing by 12:00 noon on the first Monday of the months indicated above. The optional displacement shall become effective at 12:01 a.m. the third Monday of the month in which the optional displacement takes place within the work zone. Except as noted below, employees displaced as a result of this optional displacement shall be notified as soon as possible and shall have twenty-four (24) hours from the time notified to exercise seniority against a junior employee or to an assignment subject to or being advertised for bid, until the advertisement is closed. All employees exercising displacement rights to another assignment as a result of this Agreement who are not fully qualified on such assignments will not be permitted to occupy such assignments until fully qualified. Additionally, the incumbents of such assignments will not be considered displaced until the displacing employees fulfill such qualifying requirements. Employees who exercise seniority to assignments subject to or being advertised shall be considered automatic bidders for such assignments.

If the above is acceptable to you, please indicate your concurrence by signing in the space provided, returning one copy of this letter to my office for our file.

Very truly yours,

/s/ J. M. Fagnani
Director-Labor Relations

I Concur:

/s/ C. P. Jones
C. P. Jones, General Chairman

June 1, 1987
Date

LETTER NO. 4

January 29, 1986

Mr. L. R. Davis,
Vice President
United Transportation Union
154 W. Kenilworth Circle
Newtown Square, PA 19073

Mr. L. J. Wotaszak,
Vice President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Gentlemen:

During the negotiation of the Agreements concerning Off-Corridor T&E Crews, it was agreed that affected railroad employees would be offered employment with Amtrak in the following manner:

1. Engine service employees who are qualified as Engineers, and Qualified Conductors, currently holding seniority rights to work in intercity passenger service in a zone as of December 1, 1985, may make application for employment in that zone with Amtrak. Employees making application will constitute a pool from which Amtrak will fill initial and future vacancies.
2. Applicants for positions, referred to in paragraph 1, will be selected in accordance with the selection order list supplied by the United Transportation Union in order to establish the zone roster.
3. Employees having a seniority right to intercity passenger service in more than one zone may make application for a position in each such zone. Once an employee accepts a position in one zone, his application will then be removed from all other zones.
4. Successful applicants for positions in each respective craft will be placed on a Off-Corridor Seniority Roster based on their earliest retained date of hire with prior rights to work in the zone for which hired.
5. An employee may voluntarily exercise his Off-Corridor seniority to another working zone only to fill a bona fide vacancy or if subject to being furloughed in his current working zone. A prior right employee, unable to hold an assignment at his crew base, may exercise his Off-Corridor Seniority to another zone at the same location or one nearest thereto, prior to exercise of seniority in his own working zone before being required to exercise his seniority to another job at another location within his work zone. This right can be exercised only if the job is unclaimed by a prior right employee from the other zone or such job is filled by a junior Off-Corridor roster employee. A bona fide vacancy is a vacancy for which no bids are received from any employee with a prior right to that working zone.
6. When it becomes necessary to hire additional employees or replace existing employees in a zone, they will be taken from the pool for that zone in accordance with the selection order list. Such employees will establish seniority in accordance with Rule 4 of the Agreement. An applicant declining employment when an offer is made will be removed from the pool and will forfeit all rights to future employment with Amtrak.

7. The provisions of the respective Seniority Rules in the Agreement will apply to all employees hired subsequent to the exhaustion of the application pools.
8. Service will be considered as being continuous for the purpose of vacation determination and health and welfare benefits for applicants from the pools accepting employment.
9. Employees may return to their home railroads only in accordance with the terms of the Leave of Absence Agreements made with their home railroads.

Please indicate your concurrence by signing in the space provided below.

Very truly yours,

/s/ G. F. Daniels

G. F. Daniels

Vice President-Labor Relations

Agreed:

/s/ L. R. Davis

L. R. Davis, Vice President

/s/ L. J. Wotaszak

L. J. Wotaszak, Vice President

Approved:

/s/ F. A. Hardin

F. A. Hardin, President

LETTER NO. 5

January 29, 1986

Mr. L. R. Davis,
Vice President
United Transportation Union
154 W. Kenilworth Circle
Newtown Square, PA 19073

Mr. L. J. Wotaszak,
Vice President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Gentlemen:

This will confirm our understanding that the applicable present practices, procedures and agreements regarding the Itemized Statement of Earnings and the Modification of the National Vacation Agreement on the Northeast Corridor will be applied to employees Off-Corridor in the same manner.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

/s/ G. F. Daniels
G. F. Daniels
Vice President-Labor Relations

Agreed:

/s/ L. R. Davis
L. R. Davis, Vice President

/s/ L. J. Wotaszak
L. J. Wotaszak, Vice President

Approved:

/s/ F. A. Hardin
F. A. Hardin, President

LETTER NO. 6

April 21, 1986

Mr. C. P. Jones, General Chairman
United Transportation Union
Three Penn Center, Suite 1422
Philadelphia, PA 19102

Dear Sir:

This is in reference to our discussions on April 16, 1986, relative to the Off-Corridor service and the requirement for employees to exercise their seniority within their work zones and corrects the letter sent to you dated April 18, 1986.

During such discussions Amtrak representatives stated that employees would not be required to exercise their seniority throughout their entire work zone. Taking into account geographical distance and frequency of passenger train service, it has been determined that employees will only be required to exercise their seniority to the following assignments:

- * assignments at their Crew Base,
- * assignments protected by the extra board at their Crew Base, i.e., outlying points, and
- * assignments of other Crew Bases within 130 miles of the employees home Crew Base but only if necessitated by service requirements.

If you have any questions concerning the foregoing, please contact me.

Very truly yours,

/s/ J. M. Livingood
Director-Labor Relations

cc: L. R. Davis
L. J. Wotaszak

LETTER NO. 7

November 9, 1990

Mr. C. P. Jones, General Chairman
United Transportation Union
1515 Market Street, Suite 515
Philadelphia, PA 19102

Dear Sir:

This refers to our discussion regarding off corridor train service employees who elect to take a home terminal furlough.

It was agreed that an employee who has opted to take a home terminal furlough will be permitted to bid on positions at other locations. In the event such employee is a successful bidder, he will no longer be considered as being on a home terminal furlough coincident with the effective date of the assignment.

Please indicate your concurrence by signing in the space provided below, returning one copy to me.

Very truly yours,

/s/ J. M. Fagnani
J. M. Fagnani
Director-Labor Relations

I Concur:

/s/ C. P. Jones
C. P. Jones, General Chairman

12/5/90
Date

NEW LETTER

Temporary Transfer of Furloughed Employees to Other Crew Bases

National Railroad Passenger Corporation, 30th & Market Streets, Philadelphia, PA. 19104



July 3, 1996

Mr. A. L. Suozzo, General Chairman
United Transportation Union
1515 Market Street
Suite 515
Philadelphia, PA 19102

Dear Mr. Suozzo:

This has reference to our discussion in connection with a manpower shortage at different locations throughout the System.

Amtrak recognizes the need to employ a sufficient number of Conductors and Assistant Conductors to meet the needs of service. Due to a present shortage off-corridor, it was agreed that Amtrak would offer an opportunity to furloughed employees to transfer to an off-corridor location where a shortage exists. The following terms and conditions are controlling in connection therewith:

1. A notice will be posted at locations where there are furloughed employees for transfer to the crew base(s) where a shortage exists. Amtrak will also provide a copy of the notice and this agreement to furloughed employees by mail.
2. Employees accepting transfer will be provided transportation to the location where transferred, and will be required to remain at the location for a minimum of 120 days, unless released prior thereto. In addition, the following will be provided during the first 120 days at the transfer location:
 - A. Lodging.
 - B. Twenty-five dollars per day meal allowance.
 - C. Transportation between the lodging facility and the sign-up point of the assignment.
 - D. Transportation back to the employee's home crew base upon release.
3. Employees receiving entry rates will be paid at the same rate level currently applicable to them.
4. Off-corridor applicants have preference for transfer within the off-corridor service.
5. On-Corridor employees who accept transfer will be accumulating seniority in the off-corridor service as of the date of transfer. Such employees are subject

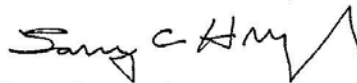
Mr. A. L. Suozzo
July 3, 1996
Page 2

to recall for the on-corridor service, at which time they will have to either decline recall and forfeit their on-corridor seniority or accept recall and forfeit their off-corridor seniority.

6. Employees recalled to the location where furloughed, who elect to return to the recall location, will be provided transportation to such location. An employee declining recall and accepting employment at the new location will cease to be covered by Item 2 of this agreement.
7. An employee accepting transfer must initially displace onto an open assignment or onto a vacant extra list position. Once arriving at the location where transferred, the employee must mark-up for service within 48 hours.
8. Compensation will be in accordance with Rule 20 (c) for all time spent qualifying.
9. This agreement may be cancelled by either party with 20 days advance notice.

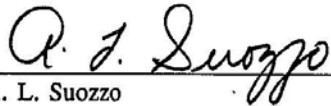
If this properly reflects our understanding, please indicate your concurrence by signing in the space provided below.

Very truly yours,



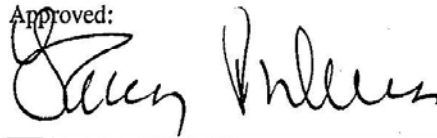
Larry C. Hriczak
Director - Labor Relations

I concur:



A. L. Suozzo
General Chairman
United Transportation Union

Approved:



L. R. Davis
Vice President
United Transportation Union

LETTER NO. 8

March 21, 1986

Mr. C. P. Jones, General Chairman
United Transportation Union
Three Penn Center, Suite 1422
Philadelphia, PA 19102

Dear Sir:

This is in reference to our discussions concerning the Agreement dated January 29, 1986, in connection with the Off Corridor assumption.

During these discussions, it was agreed that employees will be granted a written leave of absence pursuant to Rule 26 of the Agreement, in the following circumstances:

- * if offered employment as a Passenger Engineer and such is accepted, and;
- * if recalled as a Passenger Engineer.

An employee, granted a leave of absence in accordance with this understanding, will be granted that leave for the duration of his assignment as a Passenger Engineer. It was also understood that such employee would only be able to exercise his seniority under the January 29, 1986, Rules Agreement if he is furloughed as a Passenger Engineer.

If the foregoing properly sets forth our understanding, please indicate your concurrence by signing both copies of this letter returning one to me.

Very truly yours,

/s/ J. M. Livingood
Director-Labor Relations

I Concur:

/s/ C. P. Jones
C. P. Jones, General Chairman

LETTER NO. 9

November 19, 1986

Mr. C. P. Jones, General Chairman
United Transportation Union
Three Penn Center, Suite 1422
Philadelphia, PA 19102

Dear Sir:

This is in reference to our discussions regarding the purchase of on board meals by employees in the Off-Corridor service.

During our discussion, it was agreed that in light of the fact that refrigeration is not available for the use of Passenger Conductors and Assistant Passenger Conductors engaged in revenue service, such employees will be allowed a meal allowance of \$3.50 when any one single trip of their assignment is scheduled to exceed five (5) hours. Such meal allowance will not be subject to future general wage increases and cost-of-living allowances. It was further understood that such employees may only purchase and consume their meals during a twenty (20) minute period between station stops and at non-peak times during the hours that food service is available.

If the foregoing correctly sets forth our understanding, please indicate your concurrence by affixing your signature in the space provided below, returning one copy for my file.

Very truly yours,

/s/ J. M. Livingood
Director-Labor Relations

I Concur:

<u>/s/ C. P. Jones</u>	<u>12/10/86</u>	Date
C. P. Jones, General Chairman		

APPROVED:

<u>/s/ L. R. Davis</u>	<u>12/12/86</u>	Date
L. R. Davis, Vice President		

<u>/s/ L. J. Wotaszak</u>	<u>12/10/86</u>	Date
L. J. Wotaszak, Vice President		

LETTER NO. 10

February 18, 1992

Mr. C. P. Jones, General Chairman
United Transportation Union
1515 Market Street, Suite 515
Philadelphia, PA 19102

Dear Mr. Jones:

This refers to our discussion regarding relief days for extra board employees under the February 18, 1992, agreement.

It was agreed that the following procedures would apply for implementation of this provision:

- A. All Extra board positions will be advertised with a specific relief day.
- B. After these positions are awarded, the following procedures will govern relief days on the extra boards:
 - 1. Employees assigned to extra boards will submit a preference list of relief days, no later than the 20th day of the month, which will remain on file until changed by the employee. Each month the preference bids will be reviewed and relief days assigned in seniority order. Employees who have not submitted a preference bid will be assigned a rest day by Amtrak. An employee occupying an extra board position who has not submitted a preference bid will have the rest day to which assigned considered his first preference when adjustments are to be made. It will be the responsibility of an employee who is off duty to submit his preference request in a timely manner.
 - 2. The awarding of relief days will be effective on the first day of each month on which positions are awarded in connection with Rule 8(a). A notice will be posted by the 28th day of each month indicating extra board employees' relief days.

Employees exercising seniority to the extra board between monthly relief day adjustments will select a vacant rest day or assume the rest day of the junior employee on the extra board until the next adjustment .

- 3. If an extra board employee is called for an assignment which runs over into his relief day, such relief day will be a twenty-four (24) hour period following the time he marks up from the assignment.
- 4. Employees will be marked up at the bottom of the extra board following completion of their relief day.
- 5. Employees who desire to remain available on their relief day may elect to do so by notifying the crew dispatcher no later than 6:00 p.m. the day preceding their scheduled relief day. Employees who elect to remain available on their relief day will retain their relative standing on the extra board.

If you agree, please sign below.

Very truly yours,

/s/ J. M. Fagnani

J. M. Fagnani

Director-Labor Relations

I Concur:

/s/ C. P. Jones

C. P. Jones, General Chairman

June 15, 1992

Mr. A. L. Suozzo, General Chairman
United Transportation Union
1515 Market Street, Suite 513
Philadelphia, PA 19102

Dear Mr. Suozzo:

This refers to your May 22, 1992, letter and our subsequent discussions regarding extra board relief days.

Under the agreement, employees are not subject to call for assignments that begin at or after 12:01 a.m., on their relief day, unless they notify Crew Management Services of their desire to remain available for service.

At the expiration of their relief day, employees are marked up at the bottom of the extra board and are subject to call for assignments beginning at or after 12:01 a.m., on the day following their relief day, or upon expiration of the twenty-four hour period specified in paragraph B.3. of the February 18, 1992, agreed upon procedures.

If you have any questions in connection with the above, please let me know.

Very truly yours,

J. M. Fagnani
Director-Labor Relations

LETTER NO. 11

February 18, 1992

Mr. C. P. Jones, General Chairman
United Transportation Union
1515 Market Street, Suite 515
Philadelphia, PA 19102

Dear Mr. Jones:

The company and union recognize that Amtrak's success depends on delivering quality service to our customers. It is the mutual goal of the parties to promote quality service in every phase of Amtrak's operations. To meet this goal, the company and union pledge to cooperate in endeavors which promote and improve the quality of work, safety, efficiency of operation and harmonious work relationships. The parties recognize that everyone in the process - customers, employees and supervisors - deserve respect, honesty and the best service every time.

The parties agree that a joint approach involving employees and supervisors at the local level is essential to continuous improvement. Local supervisors and employees are encouraged to work as a team to implement cooperative approaches to improve our operation and quality of customer service.

The focus of an employee involvement program is to be on team work, quality and customer service, not on personal or grievance issues, which will continue to be handled by UTU and Amtrak labor relations professionals in accordance with the provisions of the labor contract.

If you agree, please sign below.

Very truly yours,

/s/ J. M. Fagnani

J. M. Fagnani

Director-Labor Relations

I Concur:

/s/ C. P. Jones

C. P. Jones, General Chairman

NEW LETTER

December 9, 1997

Gentlemen:

In accordance with Public Law No.105-134, December 2, 1997, of the “**Amtrak Reform and Accountability Act of 1997**”, the following language on contracting out is now a part of all applicable collective bargaining agreements:

- (1) Amtrak may not contract out work normally performed by an employee in a bargaining unit covered by a contract between a labor organization and Amtrak or a rail carrier that provided intercity rail passenger transportation on October 30, 1970, if contracting out results in the layoff of an employee in the bargaining unit.
- (2) This subsection does not apply to food and beverage services provided on trains of Amtrak.

Section 121 of the referenced Act in part amends **49 U.S.C. '24312** by striking subsection (b) from law as it existed before the date of enactment and amends any collective bargaining agreement with Amtrak to include the same language.

If you have any questions regarding this matter please let me or one of the Directors, Labor Relations know.

Very truly yours,

Joseph M. Bress
Vice President
Labor Relations

NEW LETTER

Amtrak - Participating Labor Organizations - Joint Labor/Management Safety Council

Amtrak and the Participating Labor Organizations are committed to working together to create an atmosphere for cooperation between labor and management to promote and encourage a safe Amtrak for employees, passengers and the public through education, training, and awareness. This Agreement establishes a corporate-wide, multi-union cooperative program, funded by Amtrak, aimed at fostering the safest possible environment for employees and customers.

1. Joint Labor/Management Safety Council

The Mission of the program will be to ensure a safe work environment for all employees. This will be carried out through the implementation of a National Joint Labor/Management Safety Council and local Safety and Environmental Committees.

a. National Joint Labor/Management Safety Council

This group will be made up of a member of each Labor Organization signatory to this Agreement and individuals representing Amtrak in the following positions:

2. AVP & Special Assistant to the President for Labor Relations
3. AVP - Safety & Environmental Control
4. NEC Director - Safety & Environmental Control
5. Intercity Director - Safety & Environmental Control
6. Amtrak West Director - Safety & Environmental Control

a1. Responsibilities. The Joint Labor/Management Safety Council will be responsible for formulating all program policies and specifically the following functions:

7. Monitor Amtrak=s overall safety performance;
8. Authorize and coordinate research on problems and issues relative to employee and passenger safety;
9. Provide input to Amtrak=s Board of Directors, Management Committee, and other appropriate groups on programs and issues affecting overall corporate safety performance;
10. Establish guidelines for program operations, including the scope, limitations, standardization, and other appropriate structuring;
11. Support all local Committee implementation;
12. Provide expertise to resolve difficulties and facilitate progress;
13. Develop Amtrak Report of Activities and progress; and
14. Develop, implement, and maintain a training program for new committee members (see Section 3)

a2. Meetings on Council Leadership. This Council will meet Quarterly and be alternatively chaired by labor or management. Each group will be responsible for the agenda for the meeting they chair, but with concurrence for agenda items by the other group 30 days prior to the meeting.

a3. Location of Meetings. The meetings may be held at any facility in the Amtrak System by agreement of both parties. The date and locale of each meeting will be established three months in advance at the previous meeting.

a4. Reports. A report containing the activities and outcome of the regularly scheduled meeting will be developed no longer than 15 days following the meeting. The committee member writing the report must secure the approval of the Committee Chairperson prior to circulating the report to other committee members, SBU=s and other interested parties.

b. Local Safety and Environmental Committees

The Joint Council recognizes that Amtrak=s safety initiatives are respected in the rail transportation industry. We recognize that a significant number of Safety Committees across the system are staffed with qualified, dedicated employees. The Joint Council will review these Committees and make necessary personnel changes as needed. The Joint Council will review the composition and effectiveness of these Committees and make changes as necessary to assure these Committees are in accord with the philosophy and standards of the Joint Council.

For a variety of reasons, some committees have failed to perform satisfactorily or ceased to meet or perform at all. The Joint Council will develop criteria for measuring performance standards of Safety Committees. After review by all Joint Council members, those committees which fail to meet minimum standards will either be reorganized or a totally new committee formed following the guidelines outlined in this Section of this Agreement.

b1. Local Committee Membership. The Local Safety & Environmental Committees will be made up of one member for each labor organization representing employees in that location. These individuals will be appointed by the labor leaders of the Participating Labor Organizations who represent them and must work in location where the committee operates.

b2. Meeting Leadership, Frequency, and Agenda Activities. The local committee at its first meeting is responsible for electing its leadership and determining meeting schedules. This includes:

15. how often it will meet
16. date and time of the week
17. methods of generating ideas for focus & improvement
18. how to evaluate alternate solutions & problems

19. how to measure success of activities

20. determination of what resources are necessary to do the job.

b3. Reporting. Each Local Committee must elect or appoint an individual to develop an agenda for each meeting, take notes during the meeting, and finalize a report of each meeting outcome. Copies of this report will be distributed to each SBU Director of Safety & Environmental Control, AVP Safety, AVP Labor Relations, the Labor/Management Safety Council, and Project Facilitator. Summaries of these reports will be one aspect of our Annual Project Report to the Labor/Management Safety Council Leadership.

2. Safety and Environmental Control Advisories

Advisories generated by the Safety Department will be distributed to the appropriate locations for posting at locations where employees report for work. Advisories will be reviewed with affected employees during daily briefings or at safety meetings.

3. Safety Training for New Safety and Environmental Control Committee Members

All safety training for new committee members will be reviewed and approved by the Joint Council and changes will be made as appropriate to ensure that all training required by applicable law or company policy is available and provided to affected employees. Employees participating in safety training shall be paid for time spent in such training in accordance with the applicable schedule agreement. Employees attending scheduled safety meetings will be compensated for lost earnings at the applicable rate of pay.

The training for newly formed committees will be 1 1/2 to 2 1/2 days duration and cover these topics designed to help make committees successful. This training could be provided in modules and delivered over several weeks. These topics will include:

- Developing a process for soliciting ideas for improvement from employees
- prioritizing problems for consideration
- utilizing existing resources to address problem solutions
- how to effectively work on a committee; how to conduct meetings
- using group process skills effectively; and
- coordinating efforts with other committees

4. Work Place Safety

Amtrak and the Organizations agree to use their best efforts to ensure that all applicable local, state, and federal laws or regulations and Amtrak Safety rules are properly applied. Each committee shall establish a process to brief employees, identify potential hazards and safety issues that are present, develop a plan on how to deal with those issues before work begins, and develop a way to resolve disputes involving work place safety.

5. Effects of the Agreement

This Agreement and the safety program it establishes are not substitutes for collective bargaining. If issues arise that properly belong in the realm of collective bargaining, they will be referred to the appropriate union and management officials. Nor does this Agreement replace existing discipline or grievance rules of the respective labor agreements or other agreements between the parties.

This safety program is not intended to develop initiatives which foreseeably would lead to the elimination of employment of individuals.

Nothing in this agreement is meant to supersede existing safety agreements or to preclude any union and management from negotiating safety, health and security measures.

This Agreement will not be used as a basis for legal action by either party against the other and actions under it shall not serve as precedent. Amtrak agrees to indemnify and hold harmless employee and union participants in the safety program against any loss should legal action be taken regarding safety matters, employee or customer injuries or any other matters within the purview of the safety program or this Agreement.

6. Moratorium

This Agreement remains in effect until changed by the parties or cancelled by consent of the parties in writing. Any individual Participating Labor Organization may withdraw from this Agreement at any time upon 20 days written notice and such withdrawal shall not affect the terms of this Agreement.

Signed at Washington, DC this 4th day of April, 1997.

**FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION**

/s/
Joseph M. Bress

**FOR THE UNITED
TRANSPORTATION UNION (UTU)**

/s/
Albert L. Suozzo

/s/
Carmen J. Bianco

March 7, 1997

Mr. Albert L. Suozzo
General Chairman
United Transportation Union
1515 Market St., Suite 515
Philadelphia, PA 19102

Dear Mr. Suozzo:

This is in reference to the Joint Labor/Management Safety Council Agreement, and our discussions, concerning Item 3, Safety Training for New Safety and Environmental Control Committee Members.

It is understood that employees attending scheduled safety meetings who do not lose time will be compensated as is the present practice for paying employees participating in these meetings at their work locations.

If you agree, indicate your concurrence by signing in the space provided below.

Very truly yours,

Charles B. Thomas
Senior Director
Labor Relations

I concur:

/s/
A.L. Suozzo
United Transportation Union

LETTER NO. 13

July 20, 2016

LETTER NO. 13

Mr. Francis L. Ariola
General Chairman
SMART-TD
214 Amity Road
Woodbridge, CT 06525

Mr. Dirk A. Sampson
General Chairman
SMART-TD
1515 Market Street; Suite 708
Philadelphia, PA 19104

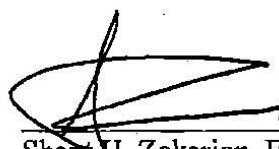
Dear Sirs:

This has reference to our discussions regarding the expansion of service on the New Haven-Hartford-Springfield rail line from Springfield, MA north through Greenfield, MA.

As parties desire to support and encourage new passenger rail service, it is agreed that Zone 1 will be expanded to include the territory from Springfield, MA north through Greenfield, MA on the former Boston & Maine Railroad line, known currently in planning as the "Knowledge Corridor."

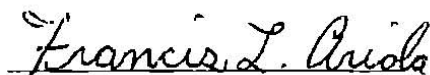
If the above correctly sets forth our understanding, please indicate your concurrence by signing in the space provided.

Very truly yours,



Shant H. Zakarian, Esq.
Senior Manager Labor Relations

I Concur:



Francis L. Ariola
General Chairman, SMART-TD



Dirk A. Sampson
General Chairman, SMART-TD

AGREEMENT

This agreement made this 27th day of October 1999, by and between the National Railroad Passenger Corporation (Amtrak) and its employees represented by the United Transportation Union (UTU) is in full and final settlement of all pending Section 6 Notices filed by both parties.

ARTICLE I – WAGES

Section 1 – Signing Bonus

On the date of this Agreement, each employee will be entitled to a signing bonus of \$400. The carrier will make all reasonable efforts to pay the signing bonus within 45 days of the receipt of written notice of ratification.

Section 2 – First General Wage Increase

Effective December 1, 1995, all hourly rates of pay of employees covered by this Agreement in effect on the preceding day shall be increased in the amount of three percent (3%).

(a) Disposition of Fractions -

Rates of pay resulting from application of this section which end in a fraction of a cent will be rounded to the nearest whole cent; fractions less than one-half cent will be dropped, and fractions of one-half cent or more will be increased to the nearest full cent.

(b) Application of Wage Increase -

The increase in wages provided for in this section will be applied in accordance with the wage or working conditions agreement in effect. Special allowances not included in fixed rates and arbitraries representing duplicate time payments will not be increased.

Section 3 – First Lump Sum Payment

Each employee will be paid a lump sum equal to three percent (3%) of the employee's compensation for 1995, excluding pay elements not subject to general wage increases under Section 2(b) of this Article. Said lump sum will be paid within 45 days of the receipt of written notice of ratification.

Section 4 – Second General Wage Increase

Effective July 1, 1997, all hourly rates of pay in effect on June 30, 1997, for employees covered by this Agreement shall be increased in the amount of three and one-quarter percent (3¼%). The increase provided for in this Section will be applied in the same manner as provided for in Section 2 hereof.

Section 5 – Second Lump Sum Payment

Each employee will be entitled to a lump sum of three and one-half percent (3½%) of the employee's compensation for 1997, excluding pay elements not subject to general wage increases under Section 2(b) of this Article.

Whereas savings from the revision of Rule 11, found in Article V of this agreement, will be used to satisfy the work rule changes required to produce a 20% savings offset to the cost of the wage portion, Articles I and II, of this agreement through September 30, 2000, and to cover the Reduced Crew Allowance and Long Haul Allowance as found in Letter No. 3 to this Agreement, including taxes paid by Amtrak on the foregoing, and whereas it remains to be seen whether or not those savings can be achieved by September 30, 2000, because of the short period of time between the date of this agreement and September 30, 2000, this Lump Sum payment will not be paid but will be held and used to offset any shortfall in savings due by September 30, 2000. The balance that remains, if any, of the above Lump Sum Payment will be paid to the employees on or before December 15, 2000. If any of the lump sum is used as an offset, that amount in relation to the whole lump sum amount will constitute the percentage reduction to be applied against individual employee amounts, which would otherwise be payable if it were not for the offset.

Section 6 – Third General Wage Increase

Effective July 1, 1999, all hourly rates of pay in effect on July 1, 1999, for employees covered by this Agreement shall be increased in the amount of three and one-half percent (3½%). The increase provided for in this Section will be applied in the same manner as provided for in Section 2 hereof.

Section 7 – Eligibility for Receipt of “Signing Bonus,” Lump Sum Payments

The signing bonus and lump sum payments provided for in this Article shall be paid to each employee subject to this Agreement who has an employment relationship as of fifteen (15) days prior to the date such payments are payable, or has retired or died subsequent to the beginning of the applicable calendar year used to determine the amount of such payment. There shall be no duplication of the signing bonus or lump sum payments by virtue of employment under another agreement nor will such payments be used to offset, construct or increase guarantees in protective agreements or arrangements.

Section 8 – Calculation of Vacation Pay

The signing bonus and lump sum payments provided for in Sections 1, 3, and 5 of this Article will be included in the earnings of an employee in the determination of vacation allowances due in the year subsequent to their payment.

Section 9 - Signing Bonus Proration

In the case of any employee subject to the wage progression or entry rates, the dollar amount of the Signing Bonus specified in Section 1 shall be adjusted by multiplying such amount by the weighted average entry rate percentage applicable to wages earned during the specified determination period.

ARTICLE II – COST-OF-LIVING PAYMENTS

Part A – Cost-of-Living Payments Under Article II of the 1992 Amtrak/UTU Agreement

The nine cent (\$0.09) cost-of-living allowance in effect beginning July 1, 1995, pursuant to Article II of the 1992 Amtrak/UTU Agreement, shall be rolled into the basic rates of pay on

November 30, 1995, and such Article II shall be eliminated at that time, except as provided in Article III(c) (Retroactive Payments) of this Agreement.

Part B – Cost-of-Living Allowance Through January 1, 2000, and Effective date of Adjustment

- (a) A cost-of-living allowance, calculated and applied in accordance with the provisions of Part C of this Article, except as otherwise provided in this Part, shall be payable and rolled into the basic rates of pay on December 31, 1999.
- (b) The measurement periods shall be as follows:

MEASUREMENT PERIODS

<u>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date of Adjustment</u>
March 1995	March 1996 plus	
March 1997	March 1998	Dec. 31, 1999

The number of points change in the CPI during each of these measurement periods shall be added together before making the calculation described in Part C, Section 1(e) of this Article.

- (c) (i) Floor. The minimum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Minimum CPI Increase That Shall Be Taken Into Account</u>
Dec. 31, 1999	4% of March 1995 CPI plus 4% of March 1997 CPI

- (ii) Cap. The maximum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That Shall Be Taken Into Account</u>
Dec. 31, 1999	6% of March 1995 CPI plus 6% of March 1997 CPI

- (d) The cost-of-living allowance payable to each employee and rolled into basic rates of pay on December 31, 1999, shall be equal to the difference between (i) the cost-of-living allowance effective on that date pursuant to this Part, and (ii) the amount resultant from the formula contained in Article II, Part B(d)(ii) of the NCCC/UTU May 8, 1996, Award of Arbitration Board 559, or as otherwise may be agreed to nationally.

Part C – Cost-of-Living Allowance and Adjustments Thereto After January 1, 2000

Section 1 – Cost-of-Living Allowance and Effective Dates of Adjustments

- (a) A cost-of-living allowance shall be payable in the manner set forth in and subject to the provisions of this Part, on the basis of the “Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)” (1967=100), U.S. Index, all items – unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the CPI. The first such cost-of-living allowance shall be payable effective July 1, 2000, based, subject to paragraph (d), on the CPI for March, 2000, as compared with the CPI for September, 1999. Such allowance, and further cost-of-living adjustments thereto which shall become effective as described below, shall be based on the change in the CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d)(iii), according to the formula set forth in paragraph (e).

MEASUREMENT PERIODS

<u>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date of Adjustment</u>
September 1999	March 2000	July 1, 2000
March 2000	September 2000	January 1, 2001

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

- (b) While a cost-of-living allowance is in effect, such cost-of-living allowance shall apply to straight time, overtime, protected rates, vacations, holidays and personal leave days in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to special allowances and arbitraries representing duplicate time payments.
- (c) The amount to the cost-of-living allowance, if any, that shall be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.
- (d) (i) Cap. In calculations under paragraph (e), the maximum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That May Be Taken Into Account</u>
July 1, 2000	3% of September 1999 CPI
January 1, 2001	6% of September 1999 CPI, less the increase from September 1999 to March 2000

Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

- (ii) Limitation. In calculations under paragraph (e), only fifty percent (50%) of the increase in the CPI in any measurement period shall be considered.
- (iii) If the increase in the CPI from the base month of September 1999 to the measurement month of March 2000 exceeds 3% of the September 1999 base index, the measurement period that shall be used for determining the cost-of-living adjustment to be effective the following January shall be the 12-month period from such base month of September, the increase in the index that shall be taken into account shall be limited to that portion of the increase that is in excess of 3% of such September base index; and the maximum increase in that portion of the index that may be taken into account shall be 6% of such September base index less the 3% mentioned in the preceding clause, to which shall be added any residual tenths of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which shall have become effective July 1, 2000, during such measurement period.
- (iv) Any increase in the CPI from the base month of September 1999 to the measurement month of September 2000 in excess of 6% of the September 1999 base index shall not be taken into account in the determination of subsequent cost-of-living adjustments.
- (v) The procedure specified in subparagraphs (iii) and (iv) shall be applicable to all subsequent periods during which this Article is in effect.
- (e) Formula. The number of points change in the CPI during a measurement period, as limited by paragraph (d), shall be converted into cents on the basis of one cent equals 0.3 full points. (By “0.3 full points” it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion shall not be counted.)

The cost-of-living allowance in effect on December 31, 2000, shall be adjusted (increased or decreased) effective January 1, 2001, by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (d), in the CPI during the applicable measurement period. Any residual tenths be added to the amount of the cost-of-living allowance in effect on December 31, 2000, if the CPI shall have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index shall have been lower at the end than at the beginning of the measurement period and, then, only to the extent that the allowance remains at zero or above. The same procedure shall be followed in applying subsequent adjustments.

- (f) Continuance of the cost-of-living allowance and the adjustment thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W during a measurement period,

then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W during such measurement period.

Section 2 – Payment of Cost-Of-Living Allowances

- (a) The cost-of-living allowance payable to each employee effective July 1, 2000, shall be equal to the difference between (i) the cost-of-living allowance effective on the date pursuant to Section 1 of this Part, and (ii) the amount resultant from the formula contained in Article II, Part C, Section 2(a)(ii) of the NCCC/UTU May 8, 1996, Award of Arbitration Board 559.
- (b) The increase in the cost-of-living allowance effective January 1, 2001, pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.
- (c) The increase in the cost-of-living allowance effective July 1, 2001, pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.
- (d) The procedure specified in paragraphs (b) and (c) shall be followed with respect to computation of the cost-of-living allowances payable in subsequent years during which this Article is in effect.
- (e) In making calculations under this Section, fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

Section 3 – Application of Cost-Of-Living Allowances

The cost-of-living allowance provided for by Section 1 of this Part C will be payable as provided in Section 2 and will not become part of basic rates of pay. Such allowance and the adjustments thereto will be applied as follows:

Hourly Rates — Add the amount of the cost-of-living allowance to the hourly rate of pay produced by application of Article I.

Section 4 – Continuation of Part C

The arrangements set forth in Part C of this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act.

ARTICLE III - RETROACTIVE PAYMENTS

- (a) Retroactive wage adjustments will be made as follows:

Payments owed as a result of the retroactive application of the general wage increases contained in Article I, Sections 2, 4, and 6 will be paid within 45 days of receipt of written notice of ratification. These amounts will be reduced \$167.22 per employee for health benefits.

- (b) General wage increases will be implemented as soon as possible. The Union will be notified of the implementation schedule. Retroactive payments will run to, but not including, the date of such implementation.

- (c) The payment specified in paragraph (a) will be reduced by the excess of (i) the cost-of-living allowance provided for in Article II, Part B, Sections 1 and 4 of the NCCC/UTU imposed agreement, dated November 1, 1991, and (ii) the nine cent cost-of-living allowance rolled into the basic rate in Article II, Part A above. In the calculation of (i) above, the offsets in clauses (ii) in Article II, Part B, Section 2(b) of the NCCC/UTU imposed agreement adopted in the Amtrak/UTU mediation agreements, dated February 18, 1992 and May 4, 1992, will not be taken into consideration to reduce (i).

ARTICLE IV - AMTRAK/LABOR PRODUCTIVITY COUNCIL

The UTU and Amtrak will immediately establish a joint labor/management productivity council. The Council's purpose is to achieve real, measurable cost savings through a joint process yielding benchmarks for productivity increases and strategies to achieve them.

The Council would be based on a structure of mutual representation and consensual decision-making. The UTU and management shall each designate representatives in writing, and may revoke such designations at any time. Representatives designated by the UTU shall be reimbursed in accordance with the schedule agreement. All costs of the Council shall be borne by Amtrak.

The Council will select a mutually agreed-upon third party — government, private sector business, non-profit or otherwise — to help develop benchmarks and to evaluate labor and management's progress toward those measurable goals.

Bench-marking and goal setting are not new to the transportation industry — and especially not new to railroads. In fact, Amtrak already has the facility to collect and compare work performance.

This process would provide a forum for discussion to encourage labor participation in job scheduling and design, and other logistics. Similar work-teams are used in the auto industry and other businesses to cost-engineer work processes.

The Council will work to identify possible steps for improvement in such areas as:

1. Effective use of new technology.
2. Current and proposed modes of work organization and methods.

3. Training.
4. Issues of workplace quality of life and fair treatment.

Possible specific cost reduction or revenue improvement targets/goals include, for example:

1. Reducing costs related to injuries.
2. Efficient use of resources and reduction of wastage.
3. Increasing productivity.
4. Increasing revenue through on-time performance.

Distribution of Benefits of Savings. As productivity enhancement targets are established in all areas, periodic reviews of benchmarked activities shall evaluate progress toward those goals and value of increased efficiencies and savings to Amtrak's bottom line. Savings up to \$3 million annually would primarily benefit Amtrak's bottom line. (Employees shall receive 20% of the benefits of the savings, while the company receives 80%). However, if total annual savings exceed \$3 million per year, 50% of those savings shall be paid to employees as a bonus above normal wages and payments.

Any savings generated through the Productivity Council are independent from the savings generated under Article V.

ARTICLE V - CREW CONSIST

Rule 11 - Crew Consist (NEC)

- a. For passenger trains consisting of one revenue passenger car, the minimum crew will be a Passenger Conductor.
- b. For passenger trains consisting of two to six revenue passenger cars, and for yard crews, hours of service relief crews, wire trains, work trains or wreck trains, the minimum crew will be a Passenger Conductor and one Assistant Passenger Conductor.
- c. For trains consisting of seven or more revenue passenger cars, the minimum crew will be a Passenger Conductor and two Assistant Passenger Conductors.
- d. For long haul trains consisting of seven or more revenue passenger cars, including one or more sleeping cars, the minimum crew will be a Passenger Conductor and one Assistant Passenger Conductor.
- e. The definition of a revenue passenger car is one in which seats or accommodations may be purchased by passengers, i.e., coaches, sleepers, and parlor or club cars. In addition, a baggage car that is scheduled to be worked by the train crew will be included in the passenger car count used in determining the minimum crew. Diners, lounges, cafes with no revenue seats, and deadhead passenger equipment will not be counted in determining the minimum crew requirement. The definition of a long haul train is a train that includes one or more sleeping cars.
- f. A Passenger Conductor used as a minimum crew, as described in paragraph "a." of this Rule, will receive, in addition to his normal compensation, a Reduced Train Crew Allowance of

\$9.18 (effective July 1, 1999) for each tour of duty so used. The Reduced Train Crew Allowance will be subject to future general wage increases and cost-of-living allowances.

- g. A Passenger Conductor and Assistant Passenger Conductor used as a minimum crew, as described in paragraph “b” of this Rule, will each receive, in addition to his normal compensation, a Reduced Train Crew Allowance of \$9.18 (effective July 1, 1999) for each tour of duty so used. The Reduced Train Crew Allowance will be subject to future general wage increases and cost-of-living allowances.
- h. A Passenger Conductor and Assistant Passenger Conductor used as a minimum crew, as described in paragraph “d” of this Rule, will each receive, in addition to his normal compensation, a Reduced Train Crew Allowance of \$9.18 (effective July 1, 1999) for each tour of duty so used. The Reduced Train Crew Allowance will be subject to future general wage increases and cost-of-living allowances.
- i. Passenger Conductors and Assistant Passenger Conductors who, on August 13, 1981, possessed seniority rights to passenger service in the territory covered by NEC Working Zones 1 or 2, as defined in Rule 4 and who are used as a minimum crew, as described in either paragraph “a” or “b” of this Rule, will receive, in addition to any other allowance provided by this Rule, a Productivity Allowance of \$4.00 for each tour of duty so used. The Productivity Allowance will not be subject to future general wage increases and cost-of-living allowances.
- j. Passenger Conductors and Assistant Passenger Conductors who are used as a minimum crew, as described in paragraph “d” of this Rule, will each receive, in addition to any other allowance provided by this Rule, a Long Haul Allowance of \$9.00 for each tour of duty so used. The Long Haul Allowance will not be subject to future general wage increases and cost-of-living allowances.
- k. Any crew arrangement prior to January 1, 1983, which permitted passenger trains or crews in the service transferred to Amtrak to be operated with less than a Conductor and two Assistant Conductors will remain in effect, and the crew members will receive the Reduced Train Crew Allowance provided by paragraphs “f” or “g.” The crew members will not receive the Productivity Allowance provided by paragraph “i.”
- l. Nothing in this Rule will prevent the Corporation from using more than the minimum crew requirement, if it so chooses, or to establish single employee assignments without the payment of any Reduced Train Crew Allowance, Productivity Allowance, or Long Haul Allowance. The term “single employee assignments” refers to those independent assignments which have historically been referred to in the railroad industry as “back out,” “couplet,” “piper,” “pin up,” “house” and/or “utility” assignments, but does not refer to a Passenger Conductor used as a minimum crew pursuant to paragraph “a” of this Rule.

Rule 11 - Crew Consist (Off-Corridor)

- a. For passenger trains consisting of one revenue passenger car, the minimum crew will be a Passenger Conductor.

- b. For passenger trains consisting of two to six revenue passenger cars, and for yard crews, hours of service relief crews, wire trains, work trains or wreck trains, the minimum crew will be a Passenger Conductor and one Assistant Passenger Conductor.
- c. For trains consisting of seven or more revenue passenger cars, the minimum crew will be a Passenger Conductor and two Assistant Passenger Conductors.
- d. For long haul trains consisting of seven or more revenue passenger cars, the minimum crew will be a Passenger Conductor and one Assistant Passenger Conductor.
- e. The definition of a revenue passenger car is one in which seats or accommodations may be purchased by passengers, i.e., coaches, sleepers, and parlor or club cars. In addition, a baggage car that is scheduled to be worked by the train crew will be included in the passenger car count used in determining the minimum crew. Diners, lounges, cafes with no revenue seats, and deadhead passenger equipment will not be counted in determining the minimum crew requirement. The definition of a long haul train is a train that includes one or more sleeping cars.
- f. A Passenger Conductor used as a minimum crew, as described in paragraph “a” of this Rule, will receive, in addition to his normal compensation, a Reduced Train Crew Allowance of \$9.18 (effective July 1, 1999) for each tour of duty so used. The Reduced Train Crew Allowance will be subject to future general wage increases and cost-of-living allowances.
- g. A Passenger Conductor and Assistant Passenger Conductor used as a minimum crew, as described in paragraph “b” of this Rule, will each receive, in addition to his normal compensation, a Reduced Train Crew Allowance of \$9.18 (effective July 1, 1999) for each tour of duty so used. The Reduced Train Crew Allowance will be subject to future general wage increases and cost-of-living allowances.
- h. A Passenger Conductor and Assistant Passenger Conductor used as a minimum crew, as described in paragraph “d” of this Rule, will each receive, in addition to his normal compensation, a Reduce Train Crew Allowance of \$9.18 (effective July 1, 1999) for each tour of duty so used. The Reduced Train Crew Allowance will be subject to future general wage increases and cost-of-living allowances.
- i. Passenger Conductors and Assistant Passenger Conductors who, on the date of this agreement (January 29, 1986) possessed seniority rights to passenger service in the territory covered by this agreement, who are used as a minimum crew, as described in either paragraph “a” or “b” of this Rule, will receive, in addition to any other allowance provided by this Rule, a Productivity Allowance of \$4.00 for each tour of duty so used. The Productivity Allowance will not be subject to future general wage increases and cost-of-living allowances.
- j. Passenger Conductors and Assistant Passenger Conductors who are used as a minimum crew, as described in paragraph “d” of this Rule, will each receive, in addition to any other allowance provided by this Rule, a Long Haul Allowance of \$9.00 for each tour of duty so used. The Long Haul Allowance will not be subject to future general wage increases and cost-of-living allowances.

- k. Any crew arrangement prior to this Agreement, which permitted passenger trains or crews in the service transferred to Amtrak to be operated with less than a Conductor and two Assistant Conductors will remain in effect, and the crew members will receive the Reduced Train Crew Allowance provided by paragraphs “f” or “g.” The crew members will not receive the Productivity Allowance provided by paragraph “i.”
- l. Nothing in this Rule will prevent the Corporation from using more than the minimum crew requirement, if it so chooses, or to establish single employee assignments without the payment of any Reduced Train Crew Allowance, Productivity Allowance or Long Haul Allowance. The term “single employee assignments” refers to those independent assignments which have historically been referred to in the railroad industry as “back out,” “couplet,” “piper,” “pin up,” “house” and/or “utility” assignments, but does not refer to a Passenger Conductor used as a minimum crew pursuant to paragraph “a” of this Rule.

ARTICLE VI - NATIONAL SENIORITY

Effective with the date of this Agreement, the Northeast Corridor Seniority Rosters and the National Seniority Roster will be top and bottomed in accordance with the below:

1. Employees on the Northeast Corridor Seniority Rosters will be placed on the bottom of the National Seniority Roster with a seniority date on the National Roster as of the date of this Agreement. When ranking prior-right Work Zone 1 employees and prior-right Work Zone 2 employees, their entered service date as shown on the respective rosters will be used to determine the order they will be ranked at the bottom of the National Roster. Where a tie exists between a prior-right employee on the Work Zone 1 roster versus a prior-right employee on the Work Zone 2 roster (same seniority date), the tie will be broken by ranking such employees in alphabetical order by their last name.
2. Northeast Corridor employees will continue to maintain their present prior-rights in their respective work zones in the Northeast Corridor.
3. Employees on the National Seniority Roster will be placed on the bottom of the Northeast Corridor Roster as of the date of this Agreement. Such employees will be ranked in the order that they appear on the National Seniority Roster.
4. Off-corridor employees will continue to maintain their present prior-rights in their respective work zones in the Off-Corridor.
5. Subsequent to the date of this Agreement employees transferring to Amtrak pursuant to Section 1165 of the Northeast Rail Service Act of 1981 will be ranked on the National Seniority Roster in accordance with Section 1 of this Agreement.
6. Employees who transfer between the Northeast Corridor and Off-Corridor territories will be covered by the applicable Rules agreements on the respective territories.
7. The merged rosters as set forth herein will constitute the creation of a System Roster, and any employees hired subsequent to the effective date of this Agreement will accumulate seniority throughout the Amtrak System.

8. System seniority cannot be exercised prior to January 1, 2000.
9. Employees hired subsequent to the date of this Agreement and prior to January 1, 2000, will be limited to working in the service for which hired (On-Corridor or Off-Corridor) until January 1, 2000, after which they, as well as all current Amtrak Train Service Employees, will be permitted to exercise their System Seniority based on the following
 - A. Nothing contained in this Agreement is intended to alter in any manner the Rules Agreement dated November 1, 1982, and the Rules Agreement dated January 29, 1986, as amended and interpreted by agreement, except that the number of employees that may exercise their System Seniority between Corridor and Off-Corridor at any single crew base, may be limited to 5% of the employees at that crew base in the first calendar year (2000).
 - B. Annually, thereafter, 10% of the employees at a crew base may exercise seniority between Corridor and Off-Corridor and additional exercises of seniority will be allowed based on the Carrier's ability to replace such additional employees. It is understood that the Carrier will make reasonable efforts to obtain a replacement employee.
10. Nothing in this Agreement is intended to change an employee's standing for seniority purposes, except to add to that seniority by allowing for System Seniority as set forth herein.
11. Any dispute or controversy with respect to the interpretation or enforcement of the provisions of this Article which have not been resolved within 90 days may be submitted by the parties to a Public Law Board for final and binding decision thereon as provided in Section 3, Second of the Railway Labor Act.

ARTICLE VII – VACATIONS

Changes to the National Vacation Agreement contained in Article V, Section 2 (f) and (g), of the NCCC/UTU May 8, 1996, Award of Arbitration Board 559, are adopted, with such modifications previously agreed upon for application to Amtrak. (See "Appendix B")

ARTICLE VIII - OTHER WORK RULES CHANGES

The agreements of January 1, 1983, and January 29, 1986, as amended, are further amended, as concerns Rules 2, 7, 8, 9, 10, 12, 17, and 25, as set forth in Appendix "A" of this agreement.

ARTICLE IX – CONTINGENCIES

The agreement will be effective only upon ratification by the UTU. The parties to this agreement further agree that specific funding actions must occur to assure that Amtrak can execute the financial obligations of this agreement. Federal appropriations funding contingencies that must be met in order for Amtrak to be bound to carry out financial obligations include, but are not limited to:

- enactment of an Amtrak authorization bill; and
- submission by the Administration and enactment of legislation providing assistance in amounts consistent with the "glidepath" to zero operating subsidy by FY 2002; and;

- submission by the Administration and enactment of legislation providing additional assistance in amounts sufficient to correct shortfalls in FY 1996 and 1997 assistance; and
- no reduction in the first payment of \$1.15 billion from the Capital Trust Fund; and
- appropriation of general capital in FY 2000 at levels at least comparable to the FY 99 level.

Should the Amtrak Board of Directors determine that any of these contingencies — or other significant funding event — has failed to occur within a reasonable time, the UTU/Amtrak Agreement provisions related to wage increases not yet paid shall be void unless the Amtrak Board of Directors determines that Amtrak is financially able to continue such payments. Prior to making its decision, the Board of Directors shall consult with the UTU. If the wage increase provisions are void because such contingencies are not met or if Amtrak fails to pay scheduled increases and/or scheduled retroactive payments and/or scheduled lump sum payments on schedule:

1. Amtrak shall notify the UTU as soon as it has determined that it will be unable to pay the scheduled increase and/or retroactive payment, and/or lump sum payment on schedule.
2. The parties will for a period of 30 days renegotiate the terms and conditions of this agreement in an effort to meet changed financial circumstances.
3. At the end of the 30 days, a cooling-off period will prevail for 30 days.
4. At the end of the cooling-off period, the parties may engage in self-help. If either party engages in self-help, the agreement will no longer bind either party.
5. The parties agree that a failure to pay scheduled pay increases and/or retroactive lump sum payments on schedule shall be a major dispute.
6. Clerical error which delays scheduled pay increases and/or retroactive payments and/or lump sum payments shall not trigger procedures 1-5 above.

This agreement is without prejudice to UTU's position that the glidepath is a poorly considered transportation policy.

ARTICLE X — MORATORIUM

- A. The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the notice dated October 27, 1995, served upon the organization by Amtrak, and all notices served on Amtrak by the organization on or after October 23, 1995. This agreement shall remain in effect through December 31, 1999 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- B. No party to this Agreement shall serve notice prior to November 1, 1999 (not to become effective before January 1, 2000), any notice or proposal which relates to the subject matter of the provisions of this Agreement or which proposes matters covered by the proposals of the parties specified in paragraph (A) above and any proposal in pending notices relating to such subject matters are hereby withdrawn.

C. This Article will not bar the National Railroad Passenger Corporation and the Organization signatory hereto from agreeing upon any subject of mutual interest.

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

FOR THE UNITED
TRANSPORTATION UNION

Joseph M. Bress
Vice President — Labor Relations

Albert L. Suozzo
General Chairman

Larry C. Hriczak
Director Labor Relations

William A. Beebe
General Chairman

Travis C. Hinton
Chief Operating Officer — Amtrak Intercity Vice General Chairman

C. Anthony Iannone

Jon S. Tainow
Vice President Operations — NEC

Peter L. Patsouras
Vice President

Lorraine McLaughlin
Labor Relations Officer

October 27, 1999
Letter No. 1

Mr. William A. Beebe
General Chairman - UTU
214 Amity Road

Woodbridge, CT 06525

Mr. A. L. Suozzo
General Chairman - UTU
1515 Market Street, Suite

Philadelphia PA 19104

515

Gentlemen:

This refers to the increase in wages provided for in Article I, Sections 2, 4, and 6 of the Agreement of this date.

It is understood that the retroactive portion of that wage increase shall be applied only to employees who have an employment relationship with the carrier on the date of this Agreement or who retired or died subsequent to December 1, 1995.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

Larry C. Hriczak
Director - Labor Relations

I concur.

A. L. Suozzo
General Chairman - UTU

W. A. Beebe
General Chairman - UTU

October 27, 1999
Letter No. 2

Mr. William A. Beebe
General Chairman - UTU
214 Amity Road

Woodbridge, CT 06525

Mr. A. L. Suozzo
General Chairman - UTU
1515 Market Street, Suite

Philadelphia PA 19104

515

Gentlemen:

This letter has reference to the formulas contained in Article II, Part B (d) and Part C (2) (a) of the agreement of this date.

Whatever offset the above-referenced formulas produce nationally will be accepted on Amtrak.

Very truly yours,

Larry C. Hriczak
Director - Labor Relations

I concur.

A. L. Suozzo
General Chairman - UTU

W. A. Beebe
General Chairman - UTU

October 27, 1999
Letter No. 3

Mr. William A. Beebe
General Chairman - UTU
214 Amity Road

Woodbridge, CT 06525

Mr. A. L. Suozzo
General Chairman - UTU
1515 Market Street, Suite

Philadelphia PA 19104

515

Gentlemen:

This letter has reference to our discussions concerning the modification of Rule 11 to provide for a reduced crew on long haul trains and the sharing of any resultant savings.

- A. Rule 11(c) is modified whereby the present requirement for a Second Assistant Passenger Conductor on trains consisting of more than six (6) revenue passenger cars would be eliminated for long haul trains.
1. A long haul train is defined as a train that has one (1) or more sleeping cars.
 2. The elimination of such Second Assistant Passenger Conductors will be accomplished through attrition and/or by allowing for additional positions on extra lists at the involved crew bases. Employees that would have otherwise been able to hold a position at the crew base, had it not been for this change in Rule 11, are protected against being furloughed or being forced to exercise seniority outside the crew base, as set forth in Letter No. 5 of this agreement. This provision is applicable only to employees with a seniority date prior to the date of this agreement.
 3. This modification to Rule 11(c) will allow for the elimination of Second Assistant Passenger Conductor positions on long haul trains presently required by contract. In addition thereto, Amtrak can add cars to existing long haul trains, without adding the Second Assistant Passenger Conductor and put on new Long haul trains without adding the Second Assistant Passenger Conductor. In lieu thereof, Amtrak can establish such positions based on the needs of service as decided by Amtrak with input from the Local Chairman with jurisdiction.
 4. Each time a long haul train (current or future train) with more than six (6) revenue passenger cars operates with a reduced crew, the straight time, overtime, holiday pay, and held time paid for the remaining Assistant Passenger Conductor position, plus appropriate tax and/or fringe benefit costs, plus any meal allowance and lodging cost for the employee, will be credited as savings to a Long Haul Savings calculation.
- B. When there is a reduced crew on a long haul train, the remaining Passenger Conductor and Assistant Passenger Conductor on the long haul trains that previously required (or in the future would otherwise require) a Second Assistant Passenger Conductor, had it not been for the change in Rule 11(c), will each be paid the Reduced Crew Allowance and \$9.00 Long Haul Allowance. The Long Haul Allowance will not be increased for future general wage increases or COLA adjustments.

- C. Savings from “A” above will be accounted for annually²⁰ between the Carrier and the Employees on the following basis:

First 3 million: 80% to the Carrier/20% to the Employees
Everything over 3 million: 50% to the Carrier/50% to the Employees

1. For the Period Through September 30, 2000:

- a. For the period from the date of this agreement through September 30, 2000, the cost of any payments allowed under “B” above will be required to be covered by the Employee’s savings from “C.” above. This includes actual taxes paid by Amtrak on the allowances, subject to adjustment through the reconciliation process as described in Letter No. 8 of this agreement.
- b. For the period from the date of this agreement through September 30, 2000, the savings from “A-4” above will also be required to cover 20% of the cost of the wage portion of this agreement, including actual taxes paid by Amtrak, subject to the same reconciliation process as described in Letter No. 8 of this agreement.
- c. The 20% cost to be covered under (C)(1)(b) is to come from the Carrier’s share of the savings. If those funds prove to be less than sufficient to cover said cost, the employees’ remaining share of the savings in “C.” above to be distributed on or before December 15, 2000, will be used to cover said cost to the extent necessary. Lastly, if a shortfall still exists, it will be made up from the lump sum payment as outlined in Article I, Section 5 of this agreement.
- d. The cost to be covered under (C)(1)(a) will be taken from the employees’ share of the savings to be distributed on or before December 15, 2000. If those funds prove to be less than sufficient to cover said cost, any shortfall will be made up from the lump sum payment as outlined in Article I, Section 5 of this agreement.

2. For Each Annual Period after October 1, 2000:

- a. The Employees’ portion in “C.” above will be reduced annually by the cost of payments in “B” above. The cost of any payments in “B” above includes actual taxes paid by Amtrak on the allowances, subject to adjustment through the reconciliation process as described in Letter No. 8 of this agreement.
- b. For each twelve (12) month period beginning October 1, 2000, and each year thereafter, savings from this Rule 11 in “A” above will also be required to cover \$4,572,813 of the cost of the wage portion of this agreement. Should Amtrak’s portion of the savings in any twelve (12) month period beginning October 1, 2000, and each consecutive year thereafter, not be sufficient to cover this amount, the Employees’ portion will be further reduced by any amount required to cover the \$4,572,813.

²⁰Initially, the savings will be accounted for the period beginning on the effective date of the agreement to September 30, 2000.

- D. The subsequent remaining amount in each measurement period will be divided among the employees with a seniority date prior to the date of this agreement, working within the territory encompassing the following three (3) distribution pools:

1. Off-Corridor, including Commuter Zones
2. Work Zone 1
3. Work Zone 2

Division of the final Employees' portion between the distribution pools identified above will be based on the percentage of \$9 productivity payments within a distribution pool territory, compared to the total of \$9 productivity payments made for the twelve (12) month period.

- E. Savings by pool will be equally divided between the employees that worked within the respective distribution pool territory during the twelve (12) month measurement period on the below basis.

1. Only employees with 800 or more straight time hours paid for during the twelve (12) month measurement period will receive a lump sum long haul savings payment. An employee that qualifies for a lump sum long haul savings payment from more than one (1) distribution pool (paid 800 or more straight time hours in more than one pool) will only be entitled to receive one (1) lump sum long haul savings payment from the distribution pool where the employee would receive the greater amount.
2. Employees that have cumulative straight time hours of 800 or more paid for within more than one distribution pool, but without 800 hours in any one distribution pool, will participate in the distribution of the savings in the distribution pool territory where they have the most paid for straight time hours.
3. Each employee's payment will be discounted by the actual taxes paid by Amtrak consistent with side Letter No. 8.

- F. The first distribution from the Long Haul Savings Payment will cover the period beginning with the date of this agreement, through September 30, 2000, and payments will be made to the employees on or before December 15, 2000. Thereafter, the annual measurement period will be a 12 month period beginning on October 1st, and distribution will be made to the employees on or before December 15th of each year.

If the foregoing accurately reflects our understanding, please sign where indicated below.

Very truly yours,

Larry C. Hriczak
Director - Labor Relations

I concur.

William A. Beebe
General Chairman - UTU

A. L. Suozzo
General Chairman - UTU

October 27, 1999
Letter No. 4

Mr. William A. Beebe
General Chairman - UTU
214 Amity Road

Woodbridge, CT 06525

Mr. A. L. Suozzo
General Chairman - UTU
1515 Market Street, Suite

Philadelphia PA 19104

515

Gentlemen:

This letter has reference to our discussions concerning the modification of Rule 11 to provide for a reduced crew on long haul trains. The following optional packages may be offered to employees at crew bases that have positions eliminated as a result of this agreement and physically relocate their residence:

- Option 1 - Accept a voluntary relocation to another crew base with the Carrier paying the cost of relocation as follows:
 - 1) A \$2,000 advance payment, in addition to any other payment that may be applicable under this agreement. If an employee accepts this advance payment but does not relocate, the advance payment will be deducted from any monies due the employee. The Carrier will arrange to have the transfer allowance referred to herein issued two (2) weeks prior to the employee reporting to the new work location, provided the employee gives sufficient notification.
 - 2) A lump sum transfer allowance based upon the shortest highway mileage from the old work location to the new work location as follows:

Mileage	Amount
Up to 449	\$5,000
450-899	5,500
900-1349	6,000
1350+	6,500

50% of the applicable lump sum amount called for by this Item will be paid when the employee actually relocates to the new work location; and provided the employee has continued to work or to be available for work at the new work location; the remaining 50% will be paid in two installments at ninety (90) day intervals thereafter.

- 3) An employee who owned a mobile home at the former work location will be paid an additional \$3,000. A mobile home owner is defined as an employee who owns or is under contract to purchase a mobile home, which was occupied as a principal place of residence immediately prior to the transfer. The employee must furnish evidence satisfactory to the Carrier to establish ownership of that mobile home.
- 4) An employee who owned a home at the former work location immediately prior to the transfer will be paid an additional \$11,000. A homeowner is defined as an employee who

owns or was under contract to purchase a home, which was occupied as a principal place of residence immediately prior to the transfer. The employee must furnish evidence satisfactory to the Carrier to establish ownership of that home.

OR

- Option 2 - Accept a lump sum separation allowance determined in accordance with the following schedule:

Length of Service

Separation Allowance

1 year & less than 2 years

3 months' pay

2 years & less than 3 years

6 months' pay

3 years & less than 5 years

9 months' pay

5 years or more

12 months' pay

In the case of employees with less than one year's service, five days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

NOTE: One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied.

Employees at a crew base where there has been an elimination of positions as a result of this agreement, will be offered Option 1 or 2 above in seniority order. It is further understood that acceptance of either Option 1 or 2 is not mandatory. It can only be offered on a voluntary basis.

Very truly yours,

Larry C. Hriczak
Director - Labor Relations

I concur.

William A. Beebe
General Chairman - UTU

A. L. Suozzo
General Chairman - UTU

October 27, 1999
Letter No. 5

Mr. William A. Beebe
General Chairman - UTU
214 Amity Road

Mr. A. L. Suozzo
General Chairman - UTU
1515 Market Street, Suite

515

Woodbridge, CT 06525

Philadelphia PA 19104

Gentlemen:

This letter has reference to our discussions concerning the modification of Rule 11 to provide for a reduced crew on long haul trains.

At crew bases where the revision to Rule 11 is implemented, there shall be no furloughs of employees that would have otherwise been able to hold a position at the crew base had it not been for this change in Rule 11, until the number of positions eliminated in such implementation have been attrited at that crew base by reason of death, retirement, dismissal for cause, resignation, or permanent disability. Further, until such positions have been attrited, employees will not be required to exercise their seniority beyond their crew base. Finally, consistent with Rule 12 (j), where on June 1, 1999, Amtrak maintained a combined train service extra board(s), and subsequent to June 1, 1999, Amtrak replaces it with separate boards, Conductors with a seniority date of January 15, 1992, or earlier, occupying an Assistant Passenger Conductor extra board position at a crew base(s) where positions are eliminated as a result of this agreement, will be entitled to extra board weekly guarantee at the Conductor's rate.

Very truly yours,

Larry C. Hriczak
Director - Labor Relations

I concur.

William A. Beebe
General Chairman - UTU

A. L. Suozzo
General Chairman - UTU

October 27, 1999
Letter No. 6

Mr. William A. Beebe
General Chairman - UTU
214 Amity Road

Woodbridge, CT 06525

Mr. A. L. Suozzo
General Chairman - UTU
1515 Market Street, Suite

Philadelphia PA 19104

515

Gentlemen:

This letter has reference to our discussions concerning the modification of Rule 11 to provide for a reduced crew on long haul trains.

Employee distributions from the Long Haul Savings Payment shall be capped according to the following:

- 1) For employees with less than ten (10) years of service as of the date of this Agreement, the maximum distribution shall be 25% of the employee's compensation for service performed for the previous calendar year.
- 2) For employees with ten (10) or more years of service as of the date of this Agreement, the maximum distribution shall be 33% of the employee's compensation for service performed for the previous calendar year.

Very truly yours,

Larry C. Hriczak
Director - Labor Relations

I concur.

William A. Beebe
General Chairman - UTU

A. L. Suozzo
General Chairman - UTU

October 27, 1999
Letter No. 7

Mr. William A. Beebe
General Chairman - UTU
214 Amity Road

Woodbridge, CT 06525

Mr. A. L. Suozzo
General Chairman - UTU
1515 Market Street, Suite

Philadelphia PA 19104

515

Gentlemen:

This letter has reference to our discussions concerning the modification of Rule 11 to provide for a reduced crew on long haul trains.

The meal and lodging savings credited to the Long Haul Savings calculation shall be the amount as paid for the remaining Assistant Passenger Conductor on the long haul train that operated with the reduced crew.

The fringe benefit rate credit shall be the rate calculated and distributed by Amtrak's Finance Department for general use within the Corporation for covered operating employees.

Very truly yours,

Larry C. Hriczak
Director - Labor Relations

I concur.

William A. Beebe
General Chairman - UTU

A. L. Suozzo
General Chairman - UTU

October 27, 1999
Letter No. 8

Mr. William A. Beebe
General Chairman - UTU
214 Amity road

Woodbridge, CT 06525

Mr. A. L. Suozzo
General Chairman - UTU
1515 Market Street, Suite

Philadelphia PA 19104

515

Gentlemen:

This has reference to Letter No. 3 and the manner in which the tax paid by Amtrak on the Employees' portion of the savings from crew consist will be calculated.

Amtrak agrees that the general concepts used in connection with the administration of the Conrail/UTU Crew Consist Trust Fund will be used on Amtrak. Those concepts include, but are not limited to, payment of taxes by Amtrak at the projected actual rate at the time of the Long Haul Savings Payment, reconciliation of that projected actual tax rate with the year-end final actual tax rate and the crediting or debiting of the following fiscal years' Long Haul Savings total with the amount of the variance.

The purpose of the reconciliation is to ensure that taxes which would have been paid by Amtrak based upon an employee's earnings during a year, without consideration of the new Reduced Train Crew and Long Haul Allowances and any lump sum Long Haul Payment, is not charged against savings generated as a result of this modification to Rule 11.

If the foregoing accurately reflects our understanding, please sign where indicated below.

Very truly yours,

Larry C. Hriczak
Director - Labor Relations

I concur.

William A. Beebe
General Chairman - UTU

A. L. Suozzo
General Chairman - UTU

October 27, 1999
Letter No. 9

Mr. William A. Beebe
General Chairman - UTU
214 Amity Road

Woodbridge, CT 06525

Mr. A. L. Suozzo
General Chairman - UTU
1515 Market Street, Suite

Philadelphia, PA 19102

515

Gentlemen:

This confirms our discussion concerning the \$4,572,813 amount identified in Letter No. 3 Section (c)(2)(b) of this Agreement, and the impact of a significant change in Amtrak's business.

It is understood that if there is a change in business that causes a furlough, or an increase in employment, of more than 10% in the number of UTU represented employees working for Amtrak on the date of this Agreement, the parties will meet to discuss adjusting the \$4,572,813. In the case of a decrease in business, the adjustment will take into account any continuing costs incurred by Amtrak through any protective arrangements, as well as the increased cost of any cost of living adjustment paid under Article II, Part C., of this agreement up to \$4,572,813.

If this properly reflects our understanding, please indicate your concurrence by signing in the space provided below.

Very truly yours,

Larry C. Hriczak
Director - Labor Relations

I concur.

William A. Beebe
General Chairman - UTU

A. L. Suozzo
General Chairman - UTU

APPENDIX “A”

Section A — Classification & Basis of Pay

Revise Rule 2 by adding the following:

“All Employees will be paid weekly, based on a weekly pay period beginning on Monday and ending with Sunday.”

Section B — Promotion

Revise Rule 7 (Off-Corridor) as follows:

- a. Employees from the railroads involved in the assumption of service, those in the respective application pools and those hired for Assistant Passenger Conductor positions prior to March 3, 1988, who are not promoted road conductors will be subject to promotion to Passenger Conductor consistent with the carrier’s requirements of service. Such employees who successfully complete promotion will obtain a Passenger Conductor seniority date which will be the 200th calendar day after they first established seniority as an Assistant Passenger Conductor at Amtrak.
- b. New employees who are hired for train service positions after March 3, 1988, will be given instruction as Assistant Passenger Conductors as part of their formal training. Upon successful completion of training, such employees will be eligible to work as Assistant Passenger Conductors. Such employees will obtain a Passenger Conductor seniority date which will be the 200th calendar day after they first established seniority as an Assistant Passenger Conductor consistent with Rule 4(b).
 1. Assistant Passenger Conductors must complete a Passenger Conductor Training Course, including a written promotional examination and re-test if necessary, within six (6) months from their start of work as an Assistant Passenger Conductor.
 2. Assistant Passenger Conductors who fail to pass their first Passenger Conductor promotional examination will be given fifteen (15) days to prepare for a second Passenger Conductor promotional examination and will be re-tested within fifteen (15) days thereafter.
 - A. If they pass the second Passenger Conductor promotional examination they will be senior to any junior Assistant Passenger Conductor who passed the Passenger Conductor promotional examination ahead of them.
 - B. Assistant Passenger Conductors that fail the second Passenger Conductor promotional examination or decline to take any Passenger Conductor promotional examination shall cease to be employees of the corporation.
 3. An Assistant Passenger Conductor can request to take the Passenger Conductor promotional examination anytime within the six (6) month period. The corporation can

require an Assistant Passenger Conductor to take the Passenger Conductor promotional examination after the Assistant Passenger Conductor has completed four (4) months of service (minimum of ten (10) days worked per month).

4. In the event that there is a senior promoted Assistant Passenger Conductor at a crew base who is subject to force assignment to fill a Passenger Conductor vacancy under the labor agreement and there exists a junior Assistant Passenger Conductor at that crew base who has completed six (6) months of service (minimum of ten (10) days worked per month) but has not been promoted, then the senior promoted Assistant Passenger Conductor cannot be so force assigned.
5. Assistant Passenger Conductors who have completed four (4) months of service (minimum of ten (10) days worked per month) and have passed the Passenger Conductor promotional examination will be permitted to fill vacant Passenger Conductor vacancies by local agreement between the parties consistent with Rule 47 of the labor agreement.

Revise Rule 7 (Corridor) as follows:

2. New employees who are hired for train service positions after April 13, 1988, will be given instruction as Assistant Passenger Conductors as part of their formal training. Upon successful completion of training, such employees will be eligible to work as Assistant Passenger Conductors. Such employees will establish seniority as both Assistant passenger Conductor and Passenger Conductor consistent with Rule 4(d).
 - A. Assistant Passenger Conductors must complete a Passenger Conductor Training Course, including a written promotional examination and re-test if necessary, within six (6) months from their start of work as an Assistant Passenger Conductor.
 - B. Assistant Passenger Conductors who fail to pass their first Passenger Conductor promotional examination will be given fifteen (15) days to prepare for a second Passenger Conductor promotional examination and will be retested within fifteen (15) days thereafter.
 - 1) If they pass the second Passenger Conductor promotional examination, they will be senior to any junior Assistant Passenger Conductor who passed the Passenger Conductor promotional examination ahead of them.
 - 2) Assistant Passenger conductors that fail the second Passenger Conductor promotional examination or decline to take any Passenger Conductor promotional examination shall cease to be employees of the Corporation.
 - C. An Assistant Passenger conductor can request to take the Passenger Conductor promotional examination any time within the six (6) month period. The Corporation can require an Assistant Passenger Conductor to take the Passenger Conductor promotional examination after the Assistant Passenger Conductor has completed four (4) months service (minimum of ten (10) days worked per month).

- D. In the event that there is a senior promoted Assistant Passenger Conductor at a crew base who is subject to force assignment to fill a Passenger Conductor vacancy under the labor agreement and there exists a junior Assistant Passenger Conductor at that crew base who has completed six (6) months of service (minimum of ten (10) days worked per month) but has not been promoted, then the senior promoted Assistant Passenger Conductor cannot be so forced assigned.
- E. Assistant Passenger Conductors who have completed four (4) months of service (minimum of ten (10) days worked per month) and have passed the Passenger Conductor promotional examination will be permitted to fill vacant Passenger Conductor vacancies by local agreement between the parties consistent with Rule 47 of the labor agreement.

Agreed Upon Questions & Answers Rule 7

Q-1 Can a promoted Assistant Passenger Conductor be force assigned from the next nearest crew base under Rue 8 (i) if there exists a junior non-promoted Assistant Passenger Conductor at the crew base of the assignment who has completed six (6) months of service (minimum of ten (10) days worked per month)?

A-1No.

Q-2 Can a promoted Assistant Passenger Conductor be force assigned from the next nearest crew base under Rule 8 (i) if there exists a junior non-promoted Assistant passenger Conductor at the next nearest crew base who has complete six (6) months of service (minimum of ten (10) days worked per month)?

A-2No.

Section C — Bulletins & Assignment

Revise Rule 8 as follows:

- a. New assignments, assignments subject to readvertisement, extra board positions and vacancies, will be advertised every Friday. The advertising period will close 11:59 p.m. the following Tuesday, and assignments will be made effective 12:01 a.m. the following Monday.

NOTE: Paragraph “a” of this rule will not affect the current method of advertising and awarding jobs incident to the change of timetable, nor will it apply to the optional displacement.

- b. Vacancies caused by sickness, temporary disability, suspension or leave of absence, when it is known that the employee will be off for a period of 30 or more days or when such employee will have been off duty for a period of 30 days, will be advertised in accordance with paragraph "a" of this Rule.

- c. For regular assigned service, the advertisement bulletin will show: the crew base, reporting and relieving point, turn-around or layover point, days on which the assignment is scheduled to work, assigned reporting time, and train or crew numbers.

Amtrak will include holiday schedules when assignments are advertised. When an assignment which is advertised to be off on a designated holiday is changed to work on such holiday, the employee occupying such assignment will be given the option of marking off without affecting his qualification for holiday pay.

NOTE: Unless otherwise agreed to by the Local Chairman and the Division Manager-Labor Relations, the reporting and the relieving point for any assignment will be the same point.

- d. An employee who bids for and is awarded another assignment will not be permitted to bid for his former position until it has been filled and again advertised. He will be permitted to exercise his seniority to his former assignment if he is displaced from the position to which he bid.
- e. Regular assignments will be readvertised when any of the following permanent changes are made in such assignments:
 - 1. changing the crew base, layover or turnaround point;
 - 2. changing advertised starting time at the crew base or arrival time at the end of the assignment, one hour or more;
 - 3. changing the assigned rest days.
 - 4. changing any run of the assignment from a working run to a deadhead run or vice-versa.
 - 5. changing any run of the assignment to working a different train.
- f. An employee who is occupying a regular assignment which is readvertised in accordance with the provisions of this Rule may elect to exercise his seniority to another assignment with 24 hours after the effective date and time of the change causing the readvertisement. An employee who elects to remain on the assignment must bid for it if he desires to remain after the advertisement is closed and the assignment has been made. If he does not bid for it, and he is not assigned to any other job as the result of that advertisement, he will immediately leave the assignment he has been holding, and will be allowed twenty-four (24) hours in which to exercise his seniority and may select any job held by a junior man, except the job he has been occupying and on which he did not bid.
- g. An employee returning to duty after being absent less than 30 days by reason of sickness, temporary disability, suspension, leave of absence or vacation, will be permitted to exercise his seniority on an assignment advertised and filled during his absence, provided he exercises such right before he performs any service. An employee absent because of a reason listed in this paragraph (except vacation) for a period of 30 days or more, upon his return to duty, may exercise his seniority on any assignment. An employee returning to

duty after being on vacation for a period of 30 days or more will be permitted to exercise his seniority on an assignment advertised and filled during his absence, provided he exercises such right before he performs any service.

- h. Assignments will be made to employees in seniority order from bids submitted through an automated system prior to the close of an advertisement period. Employees will be given a confirmation number for bids submitted through the automated system.

NOTE: Paragraph "h" of this rule will not affect the current method of advertising and awarding jobs incident to the change of timetable, nor will it apply to the optional displacement.

- i. When no bids are received for advertised Passenger Conductor assignments or for Passenger Conductor positions on the extra board, the assignments will be filled in the following order:

1. By the junior Passenger Conductor working as an Assistant Passenger Conductor at the same crew base as the assignment that failed for bid.
2. By the junior Passenger Conductor working as an Assistant Passenger Conductor at the next nearest crew base.

A. Passenger Conductor assigned in accordance with this paragraph to an assignment requiring him to be qualified on the physical characteristics of the road must complete those qualifications before he may mark up for duty on the assignment. He may not work any other assignment in the interim. During his qualification period, the assignment will be covered off the extra board.

- j. When a Passenger Conductor assignment that failed for bid is filled in accordance with paragraph "i", the Passenger Conductor assigned will remain on the assignment until displaced by a senior Passenger Conductor or until a junior Passenger Conductor becomes available at either the crew base of the assignment or the crew base from which the assignment was filled. The senior Passenger Conductor who is force assigned in accordance with paragraph "i" will be promptly notified and have 24 hours after notification to elect to vacate the assignment and exercise his seniority. If the assignment is vacated, the junior Passenger Conductor will be assigned to the vacated Passenger Conductor assignment. If the senior Passenger Conductor who was force assigned in accordance with paragraph "i" elects to remain on his assignment, the next junior Passenger Conductor who was force assigned will be permitted to vacate his assignment and exercise his seniority as outlined herein. A Passenger Conductor who is force assigned will be permitted to bid for any Passenger Conductor assignment.
- k. When no bids are received for an advertised Assistant Passenger Conductor assignment, the assignment will be filled by the junior Assistant Passenger Conductor on the extra board protecting the assignment that failed for bid.

When an Assistant Passenger Conductor assignment that failed for bid is filled in accordance with paragraph "k", the Assistant Passenger Conductor assigned will remain

on the assignment until displaced by a senior Assistant Passenger Conductor or until a junior Assistant Passenger Conductor becomes available at the crew base from which the assignment was filled. The senior Assistant Passenger Conductor who was force assigned will be promptly notified and have 24 hours after notification to elect to vacate the assignment and exercise his seniority. If the assignment is vacated, the junior Assistant Passenger Conductor will be assigned to the vacated Assistant Passenger Conductor assignment. If the senior Assistant Passenger Conductor who was force assigned elects to remain on his assignment, the next junior Assistant Passenger Conductor who was force assigned will be permitted to vacate his assignment and exercise his seniority as outlined herein. An Assistant Passenger Conductor who is force assigned will be permitted to bid for any Passenger Conductor or Assistant Passenger Conductor assignment.

1. When an extra board is to be increased, the required number of employees may be added to the list during the advertisement and assignment period with the understanding that they are bidders for the board.

Section D – Reducing & Increasing Forces

Revise Rule 9 to read as follows, including agreed upon questions and answers:

- a. In reducing forces, seniority will govern. Employees affected by a reduction of force or abolishment of positions will be given five (5) calendar days advance notice. A copy of such notice will be posted on bulletin boards, with a copy to the local chairman.

Except where shorter time periods are provided for elsewhere in this agreement, employees whose positions are abolished and/or who have a displacement right and who elect to exercise such displacement right at their crew base must exercise such right within two (2) calendar days after the date of notification of abolishment and/or displacement. Employees displaced must exercise their seniority in the same manner within two (2) calendar days after the date displaced. Employees exercising displacement rights outside their crew base must exercise their seniority rights within five (5) calendar days. Employees who are able to but fail to exercise their displacement rights in their working zone within the prescribed time limit will revert to the extra board. Employees not possessing sufficient seniority to displace any employees will be placed in furlough status.

Employees will be permitted to select a vacant assignment that is under advertisement. Employees who exercise displacement rights to assignments subject to or being advertised shall be considered automatic bidders for such assignments. An employee who exercises seniority to a vacancy as a result of this Agreement who is not fully qualified on such assignment will not be permitted to occupy such assignment until fully qualified. It should also be noted that in the event a senior employee is awarded the assignment after the advertisement is closed, the junior employee who picked the vacancy will be required to exercise seniority to another assignment within twenty-four (24) hours after the effective date and time of the award.

Employees who have exercised displacement rights under this Rule must meet all the qualifications required of the position to which they have displaced before being permitted to work the assignment.

- b. Employees will promptly notify the Corporation in writing, by certified mail, return receipt requested, of any change of name or address, and provide a copy to the local chairman.
- c. When forces are increased, furloughed employees will be notified by certified mail or telegram, sent to the last address given, and provide a copy to the local chairman, and will be required to return to service in seniority order.
- d. Furloughed employees who fail to return to service within 15 calendar days after being notified in accordance with paragraph “c” of this Rule will be considered as having resigned, unless they present sufficient proof that circumstances beyond their control prevented their return.

Agreed Upon Questions & Answers Rule 9

Q-1 Where employees have less than two (2) calendar days to exercise displacement rights under the agreement, are such rules amended so as to now apply a uniform rule?

A-1 No, the existing rules providing for less than two (2) calendar days continue.

Q-2 Is an employee displaced electing to exercise seniority beyond their current crew base limit required to notify the crew management office of that decision within two (2) calendar days?

A-2 No.

Q-3 How is an employee handled who fails to exercise seniority within two (2) calendar days?

A-3 Such employee may only exercise seniority outside their crew base and they must do so within five (5) calendar days of the date of notification of their right to a displacement. Employees failing to exercise seniority outside their crew base within five (5) calendar days of the date of notification will revert to the extra board at their crew base.

Q-4 How long a period of time does an employee have to exercise displacement rights outside their crew base?

A-4 An employee who has within two (2) calendar days to make a displacement within their crew base and who elects the option of an exercise of seniority outside their crew base, must exercise a displacement outside their crew base within five (5) calendar days of the date of notification of their right to a displacement.

Q-5 What happens if an employee intending to displace outside of their crew base is no longer able to hold that assignment?

A-5 A new two (2) calendar day period begins, except that the new two (2) calendar day period will not extend the five (5) day period within which an employee must exercise seniority following the date of notification of their right to a displacement.

Q-6 Is it the intent of this Rule revision to impose discipline on employees who fail to exercise seniority within two (2) calendar days?

A-6No.

Q-7 Is this rule intended to expand upon the displacement rights of an individual so as to create situations not currently provided for in existing agreements and practices?

A-7No.

Q-8 How is the crew base limit to be defined?

A-8 *Rule 1(g) governs, except where modified, by agreement, crew base means the territory encompassed within a radius of thirty (30) miles measured from the principal Amtrak station or facility as designated by the Corporation for each crew base.*

Q-9 When does the two (2) calendar day time period within which the employee must exercise displacement rights begin?

A-9At midnight the day following the date of notifications of the right to a displacement.

Q-10 When positions are abolished, how does the incumbent exercise seniority?

A-10 *Nothing in the revised rule should be construed to require or allow an incumbent to vacate the assignment prior to the effective date of abolishment.*

Should the incumbent be required to exercise seniority prior thereto because of the time restraints in this agreement, such displacement will be held in abeyance and made effective as of the date and time of the abolishment.

The employee displaced must exercise seniority in accordance with Rule 9(a) beginning with the effective date of the abolishment.

Section E — Annulment of Assignments

Revise Rule 10 to read as follows:

- a. When it is known that the assignment of a regular assigned employee is to be annulled for one day or longer, the employee will be notified at least eight (8) hours in advance of reporting time, and if not so notified, will be paid eight hours at his regular rate.

When a regular assignment is annulled, except holidays and as provided in paragraph (b), an employee holding the assignment may elect to remain on it or exercise seniority to another assignment that has not been annulled. If he elects to exercise seniority to another assignment, he must do so within eight hours of the time he is notified of the annulment or completion of his trip or tour of duty preceding the date of annulment.

- b. Advance notice before annulling assignments is not required under emergency conditions such as flood, snow storm, hurricane, tornado, earthquake, fire, strike or derailment, provided that such conditions result in suspension of the Corporation's operation in whole or in part. Such emergency annulments will be confined solely to those work locations directly affected by any suspension of operation.

Employees who are affected by an emergency annulment and report for work without having been previously notified not to report, will receive eight (8) hours' pay at the applicable rate of their positions. If employees work any portion of the day, they will be paid in accordance with Rule 2. When it is known the emergency annulments are to be in excess of one calendar day, those employees affected by said emergency annulments will be permitted to exercise their seniority. Upon termination of the emergency conditions and restoration of the service, all positions and incumbents thereof will be restored to the status prevailing prior to the emergency.

Section F – Extra Board

Revise Rule 12(a) to read as follows:

- a. Except as noted below, an employee assigned to an extra board who is available for service during an entire weekly period or who does not lay off or miss a call, will be guaranteed a money equivalent of forty (40) straight-time hours each weekly period. The term “weekly period” means a period of seven (7) consecutive days, starting with Monday. The Corporation will determine the locations of and the number of employees assigned to an extra board.

An employee assigned to an extra board may lay off for one day each week, without affecting his weekly guarantee.

NOTE: The procedures which will be utilized in the implementation of this lay off day are included as Letter No. 10, Off-Corridor Agreement (Letter No. 7, Corridor Agreement) to this agreement.

Section G – Calls

Revise Rule 17(b) to be read as follows:

- b. Employees who are called in an emergency situation after having already performed compensated service on the day involved will be paid for the actual time worked at the time and one-half rate, with a minimum of eight hours.

Section H – Discipline

Revise Rule 25 to read as follows:

- a. Except as provided in paragraph (e), employees will not have a reprimand noted on their discipline records nor be suspended or dismissed from the service without a fair and impartial trial.
- b. When a major offense has been committed, an employee considered by management to be guilty thereof may be held out of service pending a trial and decision. A major offense is generally recognized as:
 1. Dishonesty, including falsification of reports or other documents;

2. Extreme negligence;
 3. Use or possession of alcoholic beverages, intoxicants, narcotics; or
 4. Insubordination, disorderly or immoral conduct, or any offense bringing discredit upon the Corporation.
- c.
1. An employee who is required to make a statement prior to the trial in connection with any matter, which may eventuate in the application of discipline to any employee, may if he/she desires to be represented, be accompanied by a duly accredited representative. A copy of his/her statement, if reduced to writing and signed by him/her, will be furnished to him by the Corporation upon his request and to the duly accredited representative when requested. Only one such statement may be required.
 2. Employees who are required to attend investigation immediately after having finished work, or just prior to reporting for work and who do not thereby lose time on their assignments or extra boards, will be allowed continuous time at their regular hourly rate for the time spent in attending the trial, unless they are found guilty of the offense involved.
 3. If an employee is required to lose time in order to make such statement and is not assessed discipline in connection with the incident involved, he/she will be paid the greater of the amount actually earned on the date(s) of such statement and the amount he/she would have earned had he/she not been required to make the statement.
 4. If required to attend investigation at other than the times mentioned in paragraph “2” hereof, and without losing time thereby on their assignments or extra boards, they will be compensated a minimum of eight (8) hours at a rate of the last service performed for the time spent attending investigation, unless they are found guilty of the offense involved.
 5. No payment except such as may be required under paragraph “1,” “2,” or “3” of this Rule will be made to employees for any traveling necessary for attendance at a trial.
 6. Except when held off duty because of a major offense, extra employees required to attend investigation will retain their relative standing on the extra board.
 7. This Rule will apply to employees required to attend trial and also to employees required to attend investigation or trial as witnesses.
- d.
1. An employee who is accused of an offense and who is directed to report for a trial therefor, will be given reasonable advance notice in writing of the specific charge on which he/she is to be tried and the time and place of the trial.
 2. When a letter of complaint against an employee is the basis for requiring him/her to attend the trial, the employee will be furnished a copy of the written complaint together with the written notice for him/her to attend the trial.
 3. Unless mutually agreeable between the Local Chairman and the Charging Officer, trials will be held at the employees home crew base.

- e. Formal trials, except those involving a major offense, may be dispensed with should the employee involved and/or the Local Chairman and an authorized officer of the Corporation, through informal handling, be able to resolve the matter to their mutual interest. Requests for informal handling must be made at least twenty-four (24) hours before a formal trial is scheduled to begin. No formal transcript statement or recording will be taken at the informal handling. When a case is handled informally and the matter of responsibility and discipline to be assessed, if any, is resolved, no formal trial will be required. A written notice of the discipline assessed and the reason therefor will be issued to the employee responsible, with a copy to the Local Chairman, if he/she participated in the informal handling, at the conclusion of the informal handling. Discipline matters resolved in accordance with this paragraph are final and binding.
- f. Trials on matters which involve employees held out of service will be scheduled to begin within ten (10) days following date the accused is first held out of service. If not so scheduled, the charge will become null and void, and the employee will be paid the amount he/she would have earned had he/she not been held out of service.

This time limit is subject to the availability of the accused and witnesses to attend trial and will be extended by the equivalent amount of time the accused employee and necessary witnesses are off duty account of sickness, temporary disability, discipline, leave of absence or vacation.

The ten (10) day time limit may be extended by mutual agreement, in writing between the Corporation and the accused employee or his/her duly accredited representative.

- g. Trials on matters which do not involve employees being held out of service will be scheduled to begin within twenty (20) days from the date of management's first knowledge of such matters. If not so scheduled, the charge will become null and void. This time limit is subject to the availability of the accused and witnesses to attend the trial and will be extended by the equivalent amount of time the accused employee and necessary witnesses are off duty account of sickness, temporary disability, discipline, leave of absence or vacation.

The twenty (20) day time limit may be extended by mutual agreement, in writing, between the Corporation and the accused employee or his/her duly accredited representative.

- h. If an employee desires to be represented at a trial, he/she may be accompanied by a duly accredited representative. The accused employee or his/her duly accredited representative will be permitted to question witnesses and those conducting the trial insofar as the interests of the employee are concerned. Such employee will make his/her own arrangement for the presence of the said representative, and no expense incident thereto will be borne by the Corporation.

An employee who may be subject to discipline and his/her duly accredited representative will have the right to be present during the entire trial. Witnesses appearing at the request of the Corporation at a trial will be called upon prior to the employee subject to discipline and those witnesses testifying on his/her behalf. Witnesses will be examined separately.

- i. When an employee is assessed discipline, a true copy of the trial record will be given to the employee and to his/her duly accredited representative with the notice of discipline.
- j. If discipline is to be imposed following trial and decision, the employee to be disciplined will be given a written notice thereof within fifteen (15) days of the date the trial is completed, and at least fifteen (15) days prior to the date on which the discipline is to become effective, except that in cases involving major offenses discipline may be made effective at any time after decision without advance notice.

The fifteen (15) day time limit to give written notice of discipline may be extended by mutual agreement, in writing, between the Corporation and the accused employee, or his/her duly accredited representative.

If no discipline is imposed following the trial and the employee was required to lose time as a result of such trial, he/she will be paid the greater of the amount actually earned on the date/dates of the trial and the amount he/she would have earned had he/she not attended the trial.

- k.
 - 1. Except where a major offense has been committed, if the discipline to be imposed is suspension, its application will be deferred unless within the succeeding six (6) month period; the accused employee commits another offense for which discipline by suspension is subsequently imposed.
 - 2. The six (6) month period in paragraph "k.1." will hereinafter be referred to as the probationary period.
 - 3. Probationary periods will commence as of the date the employee is notified, in writing, of the discipline imposed.
 - 4. If the disciplined employee maintains a record clear of offenses during the probationary period, he/she will not be required to serve the suspension. In all cases the suspended discipline will remain on the employee's record with the notation, "Suspension deferred".
 - 5. If within the probationary period, the employee commits another offense, for which discipline by suspension is subsequently imposed, the suspension that was held in abeyance in paragraph "k1" will be applied when discipline is imposed for such other offense and a new period of probation will be started in connection with the subsequent offense.
 - 6. Discipline by dismissal and suspension where a major offense has been committed will not be subject to the probationary period.
 - 7. If the discipline to be applied is suspension, the time an employee is held out of service, and time lost making a statement and attending trial, will be:

(A) Applied against the period of suspension for the offense when the suspension is actually served.

(B) Considered time lost without compensation if the employee does not serve the suspension due to compliance with paragraph "k4".

1. Except as provided in paragraph (o), when an employee or his/her duly accredited representative considers the discipline imposed unjust and has appealed the case in writing to the Labor Relations officer having jurisdiction within fifteen (15) days of the date the employee is notified of the discipline, the employee will be given an appeal hearing.
 2. The hearing on an appeal, if requested, will be granted within fifteen (15) days of the Labor Relations offices receipt of the request for an appeal hearing.
 3. This appeal, where the discipline imposed is suspension, will act as a stay (except in the case of a major offense) in imposing the suspension until after the employee has been given a hearing.
- m. At hearings on appeals, an employee may, if he desires to be represented at such hearing, be accompanied, without expense to the Corporation, by a duly accredited representative.
- n. The designated officer of the Corporation will advise the employee of the decision, in writing, within fifteen (15) days of the date the appeal is heard. If an employee is not so advised, the appeal will be considered as having been sustained. This time limit may be extended by mutual agreement, in writing, between the designated officer of the Corporation and the accused employee or his/her duly accredited representative. If the decision, in cases of suspension, is to the effect that suspension will be imposed, either in whole or for a reduced period, the stay referred to in paragraph "I" will be lifted and suspension imposed subject to the provisions of Rule 25, paragraph "k".
- Further appeal will be subject to the procedural provisions of paragraphs "g," "h," "i," "j," and "k" of Rule 24.
- o. In appealing cases involving the discipline of dismissal, the General Chairman must, within 60 days after the date the decision is rendered, make an appeal in writing to the highest appeals officer of the Corporation requesting either that he/she be given a written response or that the case be held in abeyance pending discussion in conference with the highest appeals officer of the Corporation. When a written response is requested, the highest appeals officer of the Corporation will give written notification of his/her decision to the General Chairman within 60 days after the date of his receipt of the appeal. When a request is made for the case to be held in abeyance pending discussion in conference, the conference will be arranged within 60 days after the highest officer of the Corporation receives the request for a conference. The highest appeals officer of the Corporation will give written notification of his/her decision to the General Chairman within 60 days after the date of the conference,
- p. Decision by the Director, Labor Relations will be final and binding unless, within sixty (60) days after written notice of the decision, said officer is notified in writing that the decision is not acceptable.

All appeals from the decision of the Director, Labor Relations will be barred unless, within one hundred twenty (120) days from the date of said officers decision, proceedings are instituted by the employee before a tribunal having jurisdiction pursuant to law or agreement over the matter involved.

- q. If at any point in this appeals procedure or in proceedings before a tribunal having jurisdiction it is determined that the employee should not have been disciplined, any charges related thereto in the employee's personal service record will be voided and, if held out of service (suspended or dismissed), the employee will be reinstated with pay for all time lost and with seniority and other rights unimpaired.
- r. If at any point in this appeals procedure or in proceedings before a tribunal having jurisdiction it is determined that the discipline imposed should be modified, the employee will be paid for all time lost in excess of such modified discipline.
- s. The time limit provisions in this Rule may be extended at any level of handling in any particular case by mutual consent in writing by the duly authorized officer of the Corporation and the duly accredited representative of the Organization.

APPENDIX “B”

OCTOBER 27, 1999 AGREEMENT

**TRAINMEN VACATIONS
AGREED TO QUESTIONS AND ANSWERS**

NATIONAL RAILROAD PASSENGER CORPORATION

AND

UNITED TRANSPORTATION UNION

Section 1

In the application of Article VII of the September , 1999 Agreement, existing rules governing vacations are amended as follows effective, January 1, 2000.

- A) An employee may take up to one week of his/her annual vacation in single day increments.
- B) Existing rules and practices regarding vacation not specifically amended by this Section including (but not limited to) scheduling of vacations, shall continue in effect without change.

Section 2

Q1 What procedure should be followed when requesting a single day of vacation?

A1 The procedure for requesting a single day of vacation will be consistent with the requirements set forth in Rule 40 (j) for scheduling the “personal holiday.”

Q2 Must the Carrier allow the request made by an employee to observe a single day of vacation?

A2 Yes, consistent with the requirements of service and procedures set forth in Rule 40 (j) for scheduling the “personal holiday.”

Q3 In application of the “single day rule,” how many days of single day vacations is an employee permitted to take?

A3 Five (5) days will be allowed in single day increments.

Q4 In the application of the “single day rule,” can the employee elect to take vacation in periods of two (2), three (3), or four (4) days, rather than single day increments?

A4 Yes.

Q5 What rate of pay is due a Trainman taking a single day of vacation?

A5 A Trainman will be paid 1/5 of his/her weekly vacation allowance for each single day of vacation.

Q6 In application of the “single day rule,” can an employee occupying a combination regular/extra position (“9(j)”) select any day as their single day?

A6 Yes, consistent with the requirements of service and procedures set forth in Rule 40 (j) for scheduling the “personal holiday” and with the understanding that, when occupying a “9 (j)” position only, the employee must take a single vacation day for each regular day of his assignment that week.