

IMPLEMENTING AGREEMENT
By and Between
KEOLIS COMMUTER SERVICES, LLC
and
SMART- Transportation Division (UTU)
June 4, 2014

WHEREAS, Keolis Commuter Services, LLC ("KCS") has entered into a Commuter Rail Operating Agreement, Contract No. 159-12 ("Operating Agreement") with the Massachusetts Bay Transportation Authority ("MBTA") to operate and maintain MBTA's commuter rail system and service in and around Boston (the "Service") commencing on or after July 1, 2014 (the "Commencement Date"), following a mobilization period prior to that date; and

WHEREAS, the Service has been provided by Massachusetts Bay Commuter Railroad ("MBCR") pursuant to a previous operating and maintenance agreement, and MBCR will continue to provide the Service utilizing its current workforce until KCS commences operations; and

WHEREAS, KCS has committed to hire the existing commuter rail workforce in seniority order when it assumes responsibility for operating the Service, to maintain the existing collective bargaining agreements in effect until new labor agreements are negotiated, and to negotiate new labor agreements with core terms in keeping with the requirements of the Operating Agreement; and

WHEREAS, SMART- Transportation Division (formerly UTU) (hereinafter "SMART-TD" or the "Organization") represents the craft or class of "Train Service Employees" employed by MBCR, and it desires to cooperate with KCS and MBTA to implement an orderly transition of employment by the employees of MBCR represented by the Organization to KCS;

THEREFORE, the parties enter into this Implementing Agreement ("Implementing Agreement"):

1. Recognition. KCS hereby recognizes SMART-TD as the exclusive representative for all purposes under the Railway Labor Act, as amended, 45 U.S.C. §§ 151, *et seq*, of the craft or class of Train Service Employees employed by KCS in the operation of commuter rail assets for the MBTA commuter rail system and service in and around Boston, including employees in

classifications and positions identified in the scope and seniority rules of the collective bargaining agreement(s) identified in paragraph 2 (“Employees”).

2. Collective Bargaining Agreement. Except as specifically provided in this Implementing Agreement, the terms and conditions of Employee’s employment by KCS shall be as set forth in the February 14th, 2011 MBCR-UTU agreement between the Organization and MBCR, a copy of which is attached hereto as “Attachment A” (“CBA”), and any and all other bargaining agreements in effect at MBCR as of the effective date of this Implementing Agreement. Notwithstanding the foregoing:

A. Except as expressly provided in section 18 below, the rates of pay, rules and working conditions in effect for Employees of MBCR on June 30, 2014 shall remain in effect, and KCS shall provide equivalent benefits for Employees upon their employment by KCS on the Commencement Date as those in effect on MBCR as of the day prior to the Commencement Date.

B. Except as expressly provided in Side Letter 1 and the UTU Crew Consist Agreement, nothing in this Implementing Agreement is intended to or shall be construed to restrict KCS’ ability to manage the number of positions and size of workforce it determines to be necessary to perform the Services, subject to the terms of the CBA, after the Commencement Date as vacancies occur or as services are added or adjusted after the Commencement Date

C. Nothing in this Implementing Agreement is intended to or shall be construed to create any liability of KCS for actions or inactions taken by MBCR, including any liability for time claims, back pay or breaches of any bargaining agreements prior to the Commencement Date. Nothing in this Implementing Agreement is intended to or shall be construed to constitute a waiver or release of any claim or grievance the Organization or any Employee may have against MBCR or MBTA for actions or inactions taken by MBCR.

3. Establishment and Filling of Positions.

A. KCS shall establish positions for the provision of the Services in the same categories and numbers as Employee positions in existence on June 30, 2014 with MBCR (“Initial Workforce Positions”). KCS shall offer employment for all Initial Workforce Positions in seniority order from the Roster of Eligible Employees referred to below, and shall fill all subsequent vacancies from the Roster of Eligible Employees until such roster has been exhausted. However, all offers of employment are subject to the provisions of paragraph 3.C. below. Any Employee offered employment in accordance with the terms of this Implementing Agreement and fails to accept such employment shall be permanently removed from the Roster of Eligible Employees and have no further claim to employment rights with KCS. In the event

that KCS exhausts the Roster, KCS may fill such positions without restriction to the Roster. Former employees of MBCR who accept employment with KCS will be employed in the same craft position and will retain the job assignment they held on the day prior to Commencement Date on Commencement Date.

B. The General Chairman and Director of Human Resources shall construct a Roster of Eligible Employees from the current MBCR Seniority Roster, a copy of which is attached as Attachment B. The Roster of Eligible Employees will be adjusted to reflect additional employees hired by MBCR and the departure of former MBCR employees who have retired, resigned or been discharged between that date and the Commencement Date. The name of any Employee who retires, resigns or is discharged (but not of one who commences authorized leave or is medically unable to work) by MBCR prior to July 1, 2014 shall be removed from the Roster of Eligible Employees and shall not be employed by KCS. Additional names may be added to the Roster of Eligible Employees only by agreement of the parties. Eligible Employees who successfully complete the employment process will be offered employment by KCS as of the Commencement Date in the order in which they are listed on the Roster of Eligible Employees.

C. All offers of employment are subject to, a) receipt by KCS on or before June 13, 2014, of a properly executed Authorization in the form attached hereto as "Attachment C", and b) successful completion of drug and alcohol testing. Any employee testing positive for a controlled substance 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 KCS which will use another testing method that is specific for the substance(s) detected in the initial test. In the event of a confirmed positive result, the employee will not be accepted for employment with KCS. The employee may, at no cost to KCS, seek self-recovery and/or provide a satisfactory test result within 45 days from the date of deferral. Upon such timely presentation, the employee will then be eligible to complete the employment process and exercise seniority in accordance with paragraph 4. The Director of Human Resources and the General Chairman may jointly waive the time limit for submitting executed authorizations for good cause.

D. Except as required by FRA regulation or other applicable law, Employees hired from the Roster of Eligible Employees shall not be subject to any physical examination, criminal background check, probationary period, or extended time for disapproval of applications that may be provided in the CBA. Employees who hold FRA or NORAC certifications will not have to requalify for certification until their current certifications are due for renewal.

4. Seniority. Upon employment by KCS, each Employee of MBCR immediately prior to Commencement Date shall be assigned the same seniority date and "prior rights" as he/she had as an employee of MBCR, and that seniority date shall be used for all KCS seniority purposes, including job assignments and qualification for benefits. Seniority dates for new hires not

employed by MBCR immediately prior to the Commencement Date shall be governed by the CBA.

5. Disabled Employees. KCS shall keep all Eligible Employees who are on disability, sick leave, or otherwise entitled to be off work at the Commencement Date on the Roster of Eligible Employees. Subject to any applicable physical, drug/alcohol test or other customary return to work requirements, the Employee shall be allowed to exercise seniority under the applicable seniority rules in force at the time. KCS shall pay health and welfare benefits for former MBCR employees on disability or sick leave prior to the Commencement Date in accordance with the CBA as if the Employee had been employed by KCS.
6. Leave of Absence. Any Eligible Employee on authorized leave of absence or Union business leave in accordance with the CBA on the Commencement Date shall remain in Leave of Absence status and shall be entitled to exercise seniority upon termination of such leave in accordance with the terms of that CBA. The change in commuter rail operator will not be treated as a termination of authorized leave. Employees who are absent without leave on the Commencement Date will not be eligible for employment by KCS.
7. Outstanding Waiver Agreements. Any employee with a previous drug and alcohol violation that resulted in a waiver agreement and a probationary period still in effect on the Commencement Date will be considered still bound by the terms of such arrangement while employed by KCS. This will include, but not be limited to, obligations of ongoing participation in EAP counseling, follow-up/random testing, and/or any other condition agreed to in conjunction with the waiver agreement. Upon completing the probationary requirements, the provisions of the waiver agreement or Rule G Bypass will apply.
8. Management Employees with Seniority Retention Rights. Employees who held management positions with MBCR who retained their craft seniority pursuant to the CBA will continue to retain that seniority, and shall be entitled to exercise that seniority, provided they continue to comply with the seniority retention requirements.
9. Accrued Time Off. KCS will allow Employees paid time off equivalent to the amount of any unused paid time off, including vacation and personal leave, accrued by Employees prior to Commencement Date, subject to the usual scheduling procedures and the needs of the service. Paid vacation in 2015 will be based on combined MBCR and KCS service rendered in 2014. Said accrued vacation will be paid consistent with the terms of the governing CBA.
10. Parties' Cooperation. The parties agree to cooperate and use their best efforts to conduct informational meetings with Employees, to establish mailing lists for KCS to communicate with

the Employees, to support the effectuation of this Implementing Agreement and to promote a seamless transition of Employees from MBCR to KCS employment at the Commencement Date.

11. No Pyramiding. There shall be no pyramiding or duplication of benefits in the application of any part of this Implementing Agreement.

12. Interpretation and Application. This Implementing Agreement is being entered into pursuant to the requirements of the Operating Agreement and the Railway Labor Act. The Organization acknowledges that this Implementing Agreement satisfies the requirements of the Operating Agreement with respect to the Employees it represents. In entering into this Implementing Agreement, the parties have relied on the agreements and representations of the MBTA contained in Attachment D. The parties intend that KCS shall comply with the terms of the current CBA between the Organization and MBCR identified in paragraph 2 above, except as specifically provided in this Implementing Agreement. Any dispute or controversy with respect to the interpretation, application or enforcement of the provisions of this Implementing Agreement which has not been resolved by the parties within thirty (30) days of its presentation in writing to the other party may be submitted by either party for final and binding resolution before a Special Board of Adjustment established pursuant to Section 3 Second of the Railway Labor Act.

13. Early Retiree Health Insurance. KCS will be responsible for providing the health insurance coverage available under the CBA for those persons who retire and receive a retirement annuity from the Railroad Retirement Board before becoming eligible for Medicare coverage, including former employees of MBCR who retired prior to the Commencement Date, as if the Employee had been employed by KCS.

14. Employee Accounts. KCS will arrange for the transfer of employee funds from MBCR employee accounts, including 401(k), flexible spending, and supplemental insurance accounts, and any other paycheck withholding plans to substantially similar KCS plans and accounts. KCS will administer all such plans and accounts substantially in accordance with the existing MBCR plan documents. KCS will take all reasonable steps to assure that 401(k) funds are administratively transferred in a fashion that does not require repayment of outstanding 401(k) loans.

15. Status Quo. There shall be no change in the rates of pay, rules or working conditions of the Employees, including no increase in employee cost-sharing for health and welfare benefits and no changes in work rules, except in accordance with the procedures of the Railway Labor Act. The parties shall be free to serve notices under Section 6 of the Railway Labor Act at any time after January 1, 2016 to be effective no earlier than July 1, 2016; *provided however*, nothing in this Implementing Agreement bars the parties from changing the rates of pay, rules or working

conditions of the Employees by mutual agreement. In the event that the parties discover any unintended omissions to this Implementing Agreement, they will meet to discuss an appropriate resolution, notwithstanding this moratorium.

16. Authority. The initialing of this Implementing Agreement is subject to the approval of the Organization pursuant to its internal rules and procedures. Upon full execution by the General Chairman, the signatories represent and warrant that they are duly authorized to enter into this Implementing Agreement, and that upon such execution, this Implementing Agreement is a valid and binding obligation of the party on whose behalf it is executed.

17. Effective Date. This Implementing Agreement shall be effective upon execution by both parties and shall remain in effect thereafter unless or until changed pursuant to the terms of the Railway Labor Act.

18. General Wage Increase. Effective on the Commencement Date, the hourly base rates of pay of employees subject to this Implementing Agreement shall be increased as follows:

a. Effective July 1, 2014, all standard basic daily rates of pay for Employees represented by SMART-TD in effect on June 30, 2014, shall be increased by three (3) percent.

b. Effective July 1, 2015, all standard basic daily rates of pay for Employees represented by SMART-TD in effect on June 30, 2015, shall be increased by two-and-one-half (2-1/2) percent.

c. Rates of pay resulting from application of this provision that end in fractions of a cent will be rounded to the nearest whole cent (fractions equal to ½ cent will be rounded up to the next whole cent). The above increases shall be applied in accordance with the CBA in effect. Special allowances and differentials not included in fixed hourly rates of pay for all services rendered, and arbitraries representing duplicate time payments will not be increased. Overtime pay will be computed in accordance with the CBA for all overtime hours required to be paid.

19. Equalization: In the event KCS reaches implementing agreements with organizations representing other crafts which contain more favorable general wage increases or benefits during the current round of negotiations, such provisions will be incorporated into this Implementing Agreement, unless such improvement(s) was made in consideration for modification(s) in work rules or other provisions in the implementing agreement between those parties.

20. Validity of Agreement: If any section of this Implementing Agreement should be held invalid by procedure of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Implementing Agreement, or the application of such section

as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby. In the event that any Section is held invalid or enforcement or compliance with it has been restrained, as set forth above, the parties will enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such section during the period of invalidity or restraint. If the parties cannot agree on a mutually satisfactory replacement, either party will be permitted all recourse in support of its demands consistent with the requirements of the Railway Labor Act, notwithstanding any provisions in this Implementing Agreement to the contrary.

21. This Agreement does not supersede any action which KCS may be required to take under federal or other laws, federal or state regulations, or labor protective arrangements applicable to KCS by virtue of 49 U.S.C. § 5333.

SMART- Transportation Division

By: Dirk Sampson

Its: General Chairman

Date: JUNE 11, 2014

Keolis Commuter Services LLC

By: Aerold C. Frain

Its: Acting General Manager

Date: June 11, 2014

SMART- Transportation Division

By: James A. Ferguson

Its: Vice President - TD

Date: June 11, 2014

ATTACHMENT A

CBA

AGREEMENT

By and Between

MASSACHUSETTS BAY COMMUTER RAILROAD COMPANY

And

UNITED TRANSPORTATION UNION

WHEREAS, the Massachusetts Bay Commuter Railroad (hereinafter "MBCR") has agreed to assume certain responsibilities for the operation of the Commuter Passenger Railroad for the Massachusetts Bay Transportation Authority (hereinafter "MBTA"), effective July 1, 2003;

WHEREAS, it is the desire of the parties to this Agreement to avoid any interruption of service in the interests of the public and to minimize impact on the commuter rail employees of Amtrak, the operator of MBTA Commuter Railroad prior to July 1, 2003;

WHEREAS, the assumption of this operation will result in the establishment by MBCR of comparable positions necessary to perform certain work formerly performed by commuter rail employees of Amtrak as the operator; and

WHEREAS, MBCR intends to offer employment with MBCR to certain commuter rail employees of Amtrak,

NOW, THEREFORE, IT IS AGREED:

PART I

1. MBCR recognizes the United Transportation Union (hereinafter "UTU" or "Organization") as the bargaining representative of the Passenger Conductors and Assistant Passenger Conductors to be employed in the service covered by this Agreement.
2. The Rules Agreement effective January 29, 1986 (off-corridor agreement), as amended, presently in effect between Amtrak and the United Transportation Union and applicable to employees performing service on the MBTA Commuter

Railroad, will continue to apply to the operations and service which MBCR is to provide the MBTA Commuter Railroad except as specifically provided herein.

- A. Nothing in this Agreement is intended or shall be construed to provide additional pay, benefits, or coverage of specific Rules Agreement provisions to MBCR employees which were not applicable to them during their employment with Amtrak, except as specifically provided herein.
3. The service covered by this Agreement will be a single, separate seniority district and the employees securing a position in accordance with this Agreement will be placed on a separate seniority roster identified as the "MBCR Commuter Service Seniority District Roster."
4. On or about May 15, 2003, MBCR will deliver, by certified mail, return receipt requested, to the home address of all qualified employees defined in Paragraph B. below, a conditional offer of employment, along with other required documents (such as those described in Side Letter No. 1). These documents must be completed and returned to MBCR, by the date set forth therein (which shall be no fewer than ten (10) days), postmark to govern, with a copy to the UTU General Chairman, in order for the employee to be eligible for further participation in the employment process set forth in this Agreement. MBCR shall have no further employment obligations to individuals who fail or decline to return the requisite completed documents within the time prescribed. Those employees who timely complete the process described in this paragraph are referred to hereinafter as "eligible employees." Employees other than those specified in paragraph B, below, who timely complete the process described in this paragraph will also be considered eligible employees (See Side Letter No. 4).
- A. MBCR will provide the General Chairman of the Organization with not less than thirty (30) days written notification of MBCR's assumption of the operation, which notice will list the estimated number of positions to be established by MBCR.
 - B. The positions to be established by MBCR will be advertised on or before June 1, 2003, also by mail, for a period of ten (10) calendar days via special bulletin notice to the following employees:
 - i. All Passenger Conductors and Assistant Passenger Conductors with prior rights to Amtrak work Zone CS-1.
 - ii. All other Passenger Conductors and Assistant Passenger Conductors working in the Boston Crew Base in Amtrak work Zone 1 as of the date of this Agreement.
 - iii. All other Passenger Conductors and Assistant Passenger Conductors working in Amtrak work Zone 3.

- iv. Any other Passenger Conductor or Assistant Passenger Conductor responding under the specific provisions of Side Letter No. 4.

The advertisement of positions will show the MBCR headquarters location, run description, starting time, rest days, rate of pay, etc. The bulletin notice will contain the following statement:

"This will serve as notice that these positions will be established on MBCR for the MBTA Passenger Railroad operation effective 12:01 a.m., July 1, 2003. Bids will be accepted only from employees who have declared their eligibility by bidding on the Special Bulletin No. _____ dated _____. Only those bids postmarked or personally delivered to the office of the undersigned and receipt obtained within ten (10) calendar days of the date of this notice will be accepted."

- C. Eligible applicants will be accepted in seniority order based upon their standing on the current Amtrak Passenger Conductors' National Seniority Roster; provided, however, that a Passenger Conductor with prior rights to Amtrak Work Zone CS-1 shall be placed on the MBCR Roster ahead of non-prior rights CS-1 employees in the same relative order as he stands on the Work Zone CS-1 Prior Rights Roster.
- D. Eligible employees who apply for but are unable to secure a position under this Agreement because of insufficient seniority, prior to MBCR assuming the service, will be placed in a MBTA Commuter Service application pool. As positions become available, they will be offered Passenger Conductor or Assistant Passenger Conductor positions which they must accept or relinquish their rights to employment as Passenger Conductors or Assistant Passenger Conductors. Upon accepting such positions, they will be placed on the MBCR roster in the same relative standing they would have been given if they had been a successful bidder during the original application period.
- E. Eligible, qualified Passenger Conductors and Assistant Passenger Conductors, as set forth in B. above, who are inactive for the entire application and bidding period by reason of sickness, temporary or occupational disability, disciplinary suspension or dismissal, military leave, furlough, vacation, or leave of absence pursuant to Rule 26 of the rules agreement, shall have the right to make application within five (5) days of their return to active status. Such Passenger Conductors and Assistant Passenger Conductors possessing sufficient seniority to have been selected in accordance with Paragraph C., above, will be placed on the MBCR Roster 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. Those Passenger Conductors and Assistant Passenger Conductors in this category who, upon return to active status, lack sufficient seniority to have been selected in accordance with Paragraph C., above, will be placed in the application pool with the same relative standing they would have had if they had been in active status during the original application period.

Note: With the exception of those employees on vacation during the application and bidding period, the provisions of Part II, Item 1.B.(1) of this Agreement shall not apply to employees in this status on the effective date of the Agreement.

- F. Employees who were granted leaves of absence to take promotion to management (non-agreement) positions on Amtrak unrelated to MBTA Commuter Railroad service shall retain the right to exercise their seniority pursuant to sub-section E., above, for a period of two (2) years commencing July 1, 2003. If after the expiration of that two-year period such employees have not returned to service on MBCR on a position represented by the United Transportation Union, such rights will be extinguished.
- 5. Existing Rules Agreement provisions pertaining to disapproval of employment application will not be applicable to those employees who accept employment with MBCR pursuant to the terms of this Agreement.
- 6. Compensated days and years of service currently recognized by Amtrak shall be used in determining eligibility for vacation entitlements for employees who accept a position with MBCR pursuant to this Agreement. The Company anticipates it will receive information from Amtrak outlining such information, as well as the number of vacation and personal leave days each employee has accrued but has not taken for the calendar year. An individual employee who disputes the correctness of the information provided by Amtrak may request further review. In the event of disagreement, the Local Chairman and the Manager-Labor Relations will meet for the purpose of informally resolving the dispute. In the event this disagreement cannot be resolved, it will be subject to the existing grievance procedure as set forth in the rules agreement.
- 7. MBCR recognizes its obligation pursuant to the Operating Agreement between MBCR and MBTA to provide health and welfare benefits substantially equivalent to those in effect on June 30, 2003. MBCR has sought input and participation from the Organization in its fulfillment of this obligation.
- 8. There shall be no pyramiding or duplication of any benefit(s) in the application of any portion of this Agreement.

PART II

1. It is understood and acknowledged that the United Transportation Union is currently engaged in wage and rules negotiations with Amtrak pursuant to notices served under Section 6 of the Railway Labor Act (hereinafter "RLA") upon Amtrak on or about November 1, 1999, and counter-proposals served by Amtrak upon the Organization. In that regard, the parties agree as follows:

- A. By executing this Agreement, it is agreed and understood that any and all outstanding notices served under Section 6 of the RLA by and between the Organization and Amtrak shall have no standing as between the parties to this Agreement. The Organization represents that such notices have not been settled with Amtrak. The parties agree that MBCR has no obligation with respect to retroactive wage or other settlement monies, if any, which the Organization may believe are owed to the employees covered under this Agreement by their predecessor employer (Amtrak). This Agreement shall not be construed as a relinquishment by the Organization of its rights to pursue payment of any such monies from Amtrak for the period preceding July 1, 2003.

- B. The basic wage rates in effect for all job classifications and positions in effect on June 30, 2003, shall be assumed by MBCR as the basic rates of pay in effect upon assumption of the service on July 1, 2003. These rates of pay include COLA adjustments totaling 59 cents per hour which were in effect on June 30, 2003, and will be rolled into the basic rates on July 1, 2003, prior to the application of the general wage increase described in sub-paragraph (2) below. Thereafter, the following shall apply:

- (1) Subject to the conditions set forth below, effective on the date of MBCR's assumption of the MBTA Commuter Railroad service, each eligible employee covered by this Agreement who fully and successfully participates in MBCR's employment process and who becomes an MBCR employee on July 1, 2003 will be entitled to a lump sum implementation incentive adjustment of one thousand dollars (\$1,000). This incentive is subject to the commencement of the Organization's ratification process for this Agreement on or before May 15, 2003 and successful completion of the ratification process on or before June 13, 2003. The Organization acknowledges and agrees that MBCR may commence the application and hiring process for UTU members during this ratification process. The Company will make all reasonable efforts to pay the incentive within 30 days from July 1, 2003.

(2) First General Wage Increase

Effective July 1, 2003, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of five percent (5 %).

(a) Disposition of Fractions

Rates of pay resulting from application of this Section B. 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 Increases

The increase in wages provided for in this Section B. shall be applied in accordance with the wage or working conditions agreement in effect. Special allowances and differentials not included in fixed hourly rates of pay for all services rendered, and arbitraries representing duplicate time payments, will not be increased. Overtime hours will be computed in accordance with individual schedules for all overtime hours paid for.

(3) Second General Wage Increase

Effective July 1, 2004, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of three percent (3 %). The increase provided in this Section will be applied in the same manner as provided in Section (2) hereof.

(4) Third General Wage Increase

Effective July 1, 2005, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of one and one-half percent (1½ %). The increase in this Section will be applied in the same manner as provided in Section (2) hereof.

(5) Fourth General Wage Increase

Effective January 1, 2006, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of two and one-half percent (2½ %). The increase provided in this Section will be applied in the same manner as provided in Section (2) hereof.

(6) Fifth General Wage Increase

Effective July 1, 2006, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of one and one-half percent (1½ %). The increase in this Section will be applied in the same manner as provided in Section (2) hereof.

(7) Sixth General Wage Increase

Effective January 1, 2007, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of one and one-half percent (1½ %). The increase in this Section will be applied in the same manner as provided in Section (2) hereof.

(8) Seventh General Wage Increase

Effective July 1, 2007, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of five percent (5 %). The increase in this Section will be applied in the same manner as provided in Section (2) hereof.

- C. Except to the extent set forth in Part II 1.B., the existing COLA provisions between the UTU and Amtrak shall have no further force and effect. Effective July 1, 2008, Appendix I shall become effective. Any COLA adjustment which may be applied in accordance with Appendix I shall not be rolled into base rates without future negotiations and agreement between the parties.
- D. The purpose of this Part II is to fix the general level of compensation during the period of the Agreement. No party to this Agreement shall serve, prior to October 1, 2007 (not to become effective before July 1, 2008) any notice or proposal for the purpose of changing the subject matter of the provisions of Part II of this Agreement or which proposes matters covered by the proposals of the Organization cited in Paragraph 1 of this section.

Part III

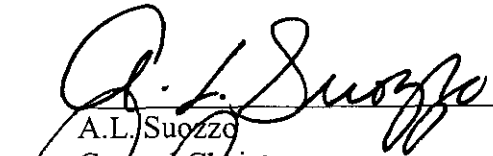
1. Any dispute or controversy with respect to the interpretation, application or enforcement of the provisions of this Agreement which has not been resolved by the parties within thirty (30) days may be submitted by either party to a Special Board of Adjustment for final and binding decision thereon as provided by Section 3, Second of the Railway Labor Act.

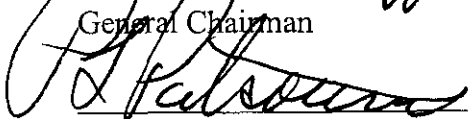
2. This Agreement shall become effective July 1, 2003, and shall continue in effect thereafter unless or until changed pursuant to the terms of the Railway Labor Act, as amended.

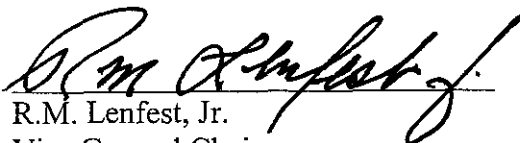
(MAY 13, 2003)

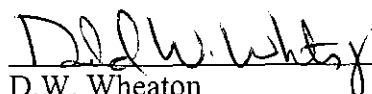
Signed at Boston, Massachusetts this 18 day of AUGUST, 2003.

For the Organization:

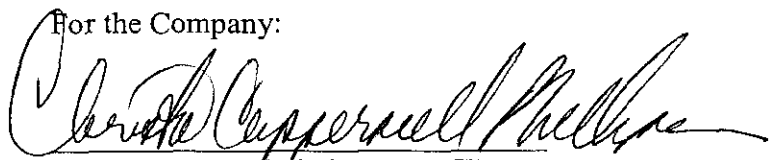

A.L. Suozzo
General Chairman

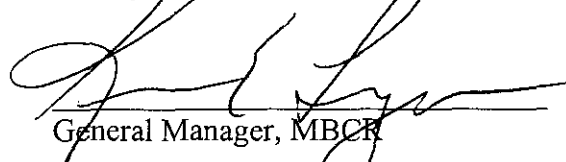

P.L. Patsouras, Vice President


R.M. Lenfest, Jr.
Vice General Chairman
Local Chairman, Local 898A


D.W. Wheaton
Local Chairman – Local 898B

For the Company:


Manager/Labor Relations, MBCR


General Manager, MBCR

Side Letter No. 1
May 13, 2003

Mr. A. L. Suozzo
General Chairman
United Transportation Union

Dear Mr. Suozzo:

This has reference to the Agreement entered into this date between MBCR and UTU relating to MBCR assumption of operation of the MBTA Commuter Railroad service on July 1, 2003.

During our negotiations it was agreed, without prejudice to the positions of either party concerning MBCR's right to require pre-employment physicals, MBCR will modify its pre-employment medical requirements to the following extent:

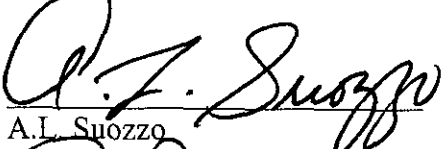
1. Amtrak commuter rail employees will be required to sign a release instructing and authorizing Amtrak to provide MBCR with a copy of the employee's Amtrak medical records. The Amtrak employee will also be required to complete MBCR's Pre-employment Medical Questionnaire. Should MBCR's Medical Department 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 a MBCR-designated physician, will be handled on a case-by-case basis in accordance with the provisions of the applicable Rules Agreement.
2. The Amtrak commuter rail employee will be required to undergo drug and alcohol testing. Any employee testing positive for a controlled substance 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 MBCR which will use another testing method that is specific for the substance(s) detected in the initial test.
3. In the event of a confirmed positive result, the employee may not be accepted for employment with MBCR. The employee may, at no cost to MBCR, seek self-recovery and/or provide a satisfactory test result within 45 days from the date of deferral. Upon such timely presentation, the employee will then be eligible to complete the employment process set forth in the Agreement. Upon such employment, seniority and other rights will be governed by the provisions of Part I, Section 4(E) of this Agreement. As a condition of employment, the employee will be required to agree and comply with the instructions set forth in the Prevention Program Companion Agreement.

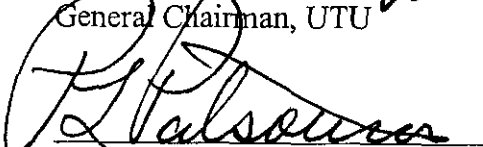
If the foregoing adequately and accurately outlines our understanding in this matter, please so indicate by signing in the space provided for that purpose below.

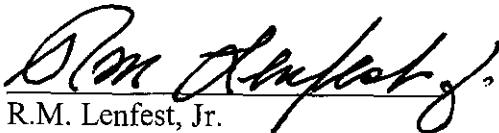
Yours truly,

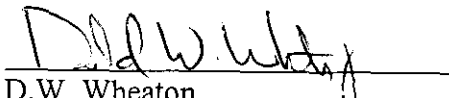
Manager-Labor Relations

AGREED:


A.L. Suozzo
General Chairman, UTU


P.L. Patsouras, Vice President


R.M. Lenfest, Jr.
Vice General Chairman
Local Chairman, 898A


D.W. Wheaton
Local Chairman, 898B

Side Letter No. 2
May 13, 2003

Mr. A. L. Suozzo
General Chairman
United Transportation Union

Dear Mr. Suozzo:

This has reference to the Agreement entered into this date between MBCR and UTU relating to MBCR assumption of operation of the MBTA Commuter Railroad service on July 1, 2003.

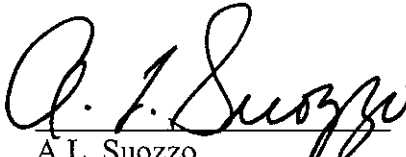
During our negotiations the Organization expressed concern over MBCR's stated intent to acquire copies of Amtrak's discipline records covering each employee hired by MBCR and consideration of past records in any future instances of administration of discipline. Pursuant to these discussions, the parties agreed that such records would not be used or considered commencing July 1, 2003, except for the following:

1. Employees with a previous Rule G violation that resulted in a Waiver Agreement and probationary period that is still in effect on July 1, 2003, will be considered still bound by the terms of such arrangement when employed on MBCR. This will include, but not be limited to, obligations of ongoing participation in EAP counseling, follow-up/random testing, and/or any other condition agreed to in conjunction with the Waiver Agreement. Upon completing the probationary requirements, the provisions of the Rule G Bypass and Prevention Program Companion Agreements will apply.
2. This Agreement does not supercede any action which MBCR may be required to take under the provisions of the CFR, federal or other laws, or regulations imposed by the FRA.


If the foregoing adequately and accurately outlines our understanding in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

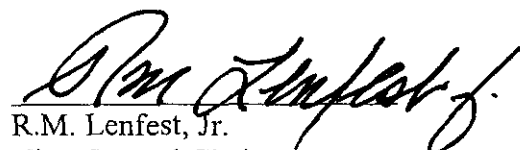
Manager-Labor Relations


A.L. Suozzo
General Chairman, UTU

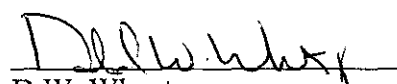
(continued)



P.L. Patsouras, Vice President



R.M. Lenfest, Jr.
Vice General Chairman
Local Chairman, Local 898A



D.W. Wheaton
Local Chairman, Local 898B

Side Letter No. 3
May 13, 2003

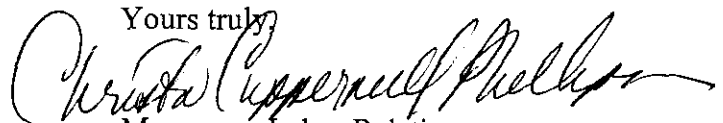
Mr. A. L. Suozzo
General Chairman
United Transportation Union

Dear Mr. Suozzo:

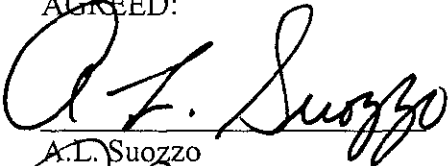
This has reference to the Agreement entered into this date between MBCR and the UTU relating to MBCR's assumption of operation of the MBTA Commuter Railroad service on July 1, 2003.

During our discussions it was acknowledged that certain modifications of the Rules Agreement are necessary in order to accommodate the administrative structure on MBCR. Specifically, Rule 24 (Time Limit and Procedures for Handling Claims) and Rule 25 (Discipline) require adjustment. Accordingly, the Manager – Labor Relations and the General Chairman will agree to commence discussion and adopt such mutually agreed upon changes prior to July 1, 2003. Those administrative adjustments will be incorporated as an addendum to this Side Letter.


If the foregoing adequately and accurately outlines our understanding in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

Manager – Labor Relations

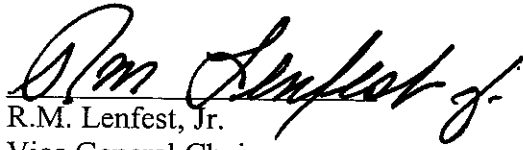
AGREED:



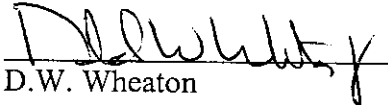
A.L. Suozzo
General Chairman, UTU


P.L. Patsouras, Vice President

(continued)

A handwritten signature in cursive script, appearing to read "R.M. Lenfest, Jr.", written over a horizontal line.

R.M. Lenfest, Jr.
Vice General Chairman
Local Chairman, Local 898A

A handwritten signature in cursive script, appearing to read "D.W. Wheaton", written over a horizontal line.

D.W. Wheaton
Local Chairman, Local 898B

Side Letter No. 4
May 13, 2003

Mr. A. L. Suozzo
General Chairman
United Transportation Union

Dear Mr. Suozzo:

This has reference to the Agreement entered into this date between MBCR and the UTU relating to MBCR's assumption of operation of the MBTA Commuter Railroad service on July 1, 2003.

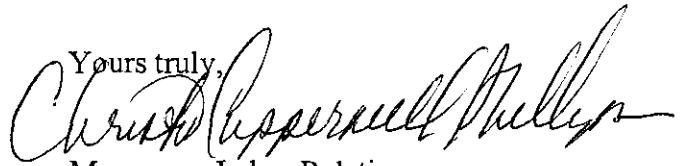
Part I, Section 4, of the Agreement sets forth that the Company's mailings of conditional employment offers and advertisement bulletins will be to those employees set forth in sub-paragraph B. Your Organization advised that it intended to do a separate, internally generated mailing to all other employees on the Amtrak National Roster. It was your stated intent to advise recipients of this mailing to contact MBCR directly if they desired to make application for this service.

It was the Company's position that it was under no obligation to canvass these employees; however, it has no objection to your Organization doing so, subject to one important caveat: the process for filling positions in MBTA Commuter Railroad service is subject to a strict time line, and must be completed (assignments made) no later than June 15, 2003. Accordingly, MBCR cannot accept applications received from employees in this external group that are not received (postmarked) prior to June 1, 2003.

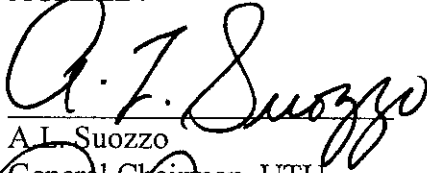
It was only in the above context that the Company agreed to add the last sentence to Part I, Section 4, reading:

"Employees other than those specified in paragraph B, below, who timely complete the process described in this paragraph will also be considered eligible employees."

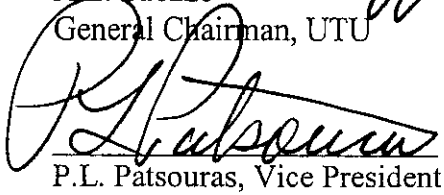
If the foregoing adequately and accurately outlines our understanding in this matter, please so indicate by signing in the space provided for that purpose below.


Yours truly,

Manager – Labor Relations

AGREED:


A.L. Suozzo

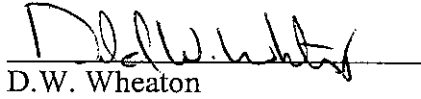
General Chairman, UTU


P.L. Patsouras, Vice President


R.M. Lenfest, Jr.

Vice General Chairman

Local Chairman, Local 898A


D.W. Wheaton

Local Chairman, Local 898B

Side Letter No. 5
May 13, 2003

Mr. A. L. Suozzo
General Chairman
United Transportation Union

Dear Mr. Suozzo:

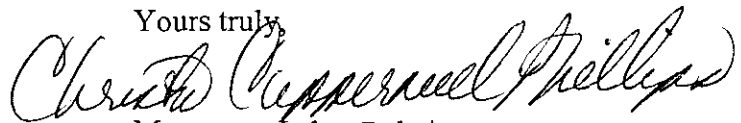
This has reference to the Agreement entered into this date between MBCR and the UTU relating to MBCR's assumption of operation of the MBTA Commuter Railroad service on July 1, 2003.

During our negotiations we discussed Letter No. 3 to the Agreement between Amtrak and UTU dated October 27, 1999. It was the position of the Organization that the employees you represent are entitled to receive, on or about December 1, 2003, certain productivity payments. In order to resolve this matter, we have agreed that in November 2003, we will determine the amount of the payment employees would have received. MBCR agrees that it will pay that amount, on a one-time basis, to eligible employees. The Organization agrees it has no further entitlements to payments for subsequent years under such Letter No. 3, and that such Letter will not be applicable on MBCR property. It is further agreed that the December 2003 payment shall not be greater than 1.5 times the payment received in December 2002.

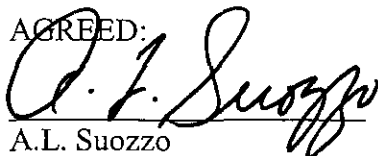
Additionally, the parties expressed their mutual desire to pursue a cooperative approach to identification of mutually beneficial productivity enhancements. The parties expressed a shared goal of seeking to improve the quality of MBCR's service to the traveling public, while providing the employees you represent an opportunity to share in the value of increased efficiencies and savings to MBCR's bottom line. In that regard, both parties committed to meeting within ninety (90) days of July 1, 2003, to begin work toward achieving these goals.

If the foregoing adequately and accurately outlines our understanding in this matter, please so indicate by signing in the space provided for that purpose below.

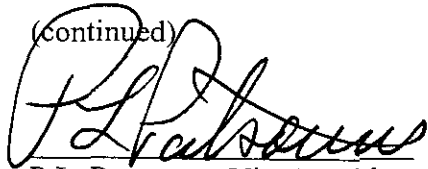
Yours truly,


Manager – Labor Relations

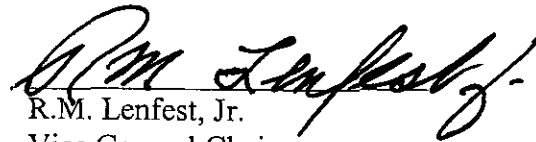
AGREED:


A.L. Suozzo
General Chairman

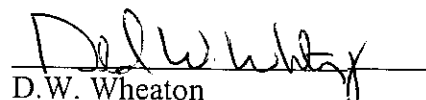
(continued)



P.L. Patsouras, Vice President



R.M. Lenfest, Jr.
Vice General Chairman
Local Chairman, Local 898A



D.W. Wheaton
Local Chairman, Local 898B

APPENDIX I

Cost of Living Allowance and Adjustments Thereto After July 1, 2008

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 Appendix, 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 January 1, 2009 based, subject to paragraph (d), on the CPI for September 2008 as compared with the CPI for March 2008. 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).

<u>Measurement Periods</u>		<u>Effective Date</u>
<u>Base Month</u>	<u>Measurement Month</u>	<u>of Adjustment</u>
March 2008	September 2008	January 1, 2009
September 2008	March 2009	July 1, 2009

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Appendix is in effect.

(b) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight time, overtime, vacations, holidays and to special allowances in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money.

(c) The amount of the cost-of-living allowance, if any, that will 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:

Effective Date
Of Adjustment

Maximum CPI Increase That
May Be Taken Into Account

January 1, 2009

3% of March 2008 CPI

July 1, 2009

6% of March 2008 CPI,
less the increase from
March 2008 to September 2008

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 Appendix is in effect.

(ii) Limitation. In calculations under paragraph (e), only fifty (50) percent 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 March 2008 to the measurement month of September 2008 exceeds 3% of the March 2008 base index, the measurement period that will be used for determining the cost-of-living adjustment to be effective the following July will be the 12-month period from such base month of March; the increase in the index that will be taken into account will be limited to that portion of the increase that is in excess of 3% of such March base index; and the maximum increase in that portion of the index that may be taken into account will be 6% of such March base index less the 3% mentioned in the preceding clause, to which will 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 January 1, 2009 during such measurement period.

(iv) Any increase in the CPI from the base month of March 2008 to the measurement month of March 2009 in excess of 6% of the March 2008 base index will not be taken into account in the determination of subsequent cost-of-living adjustments.

(v) The procedure specified in subparagraphs (iii) and (iv) will be applicable to all subsequent periods during which this Appendix is in effect.

(e) Formula. The number of points change in the CPI during a measurement period, as limited by paragraph (d), will 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 June 30, 2009 will be adjusted (increased or decreased) effective July 1, 2009 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 of a point resulting from such division will be dropped. The result of such division will be added to the amount of the cost-of-living allowance in effect on June 30, 2009 if the CPI will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index will 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 will be followed in applying subsequent adjustments.

(f) Continuance of the cost-of-living allowance and the adjustments 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 Appendix, 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 that becomes effective January 1, 2009 shall be payable to each employee commencing on that date.

(b) The increase in the cost-of-living allowance effective July 1, 2009 pursuant to Section 1 of this Appendix shall be payable to each employee commencing on that date.

(c) The increase in the cost-of-living allowance effective January 1, 2010 pursuant to Section 1 of this Appendix 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 Appendix 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 Appendix will be payable as provided in Section 2 of this Part and will not become part of basic rates of pay. Such allowance shall be applied as follows:

(a) Hourly Rates – Add the amount of the cost-of-living allowance to the hourly rate of pay produced by application of Part II B. (2) through (8).

(b) Application of Wage Increases – The increase in wages produced by application of the cost-of-living allowances shall be applied in accordance with the wage or working conditions agreement in effect between each carrier and its employees represented by the Organization signatory hereto. Special allowances not included in said rates and arbitraries representing duplicate time payments will not be increased.

Section 4 – Continuation

The arrangements set forth in this Appendix shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act.

(End of Appendix)

AGREEMENT
BETWEEN
THE NATIONAL RAILROAD PASSENGER CORPORATION
(AMTRAK)
AND
CONDUCTORS AND ASSISTANT CONDUCTORS (OC)
REPRESENTED BY THE
UNITED TRANSPORTATION UNION (OC)
JANUARY 29, 1986

REPRINTED: APRIL 1, 1994
REVISED: OCTOBER 27, 1999

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 superceded by this synthesis and remain in effect according to their own terms.

Labor Relations Printout: As of November 1, 2000

INDEX

	Rule	Page
Annulment Of Assignments.....	10	16
Appeals In Matters Other Than Discipline	41	51
Approval Of Application.....	28	36
Attending Court Or Coroner's Inquest.....	21	25
 Bereavement Leave	22	25
Bulletins And Assignments.....	8	10
 Cabooses And Rider Cars	39	48
Calls.....	17	22
Classifications And Basis Of Pay.....	2	6
Crew Consist.....	11	16
Cutoff En Route.....	18	23
 Deadheading.....	14	21
Deferred Starting Time	15	22
Discipline	25	29
Dues Deduction.....	35	41
 Electric Lanterns	37	47
Entry Rates.....	3	7
Expenses Away From Home.....	19	23
Extra Board.....	12	19
 Filling Conductors' Vacancies.....	13	20
 Handling Local Disagreements.....	42	51
Health And Welfare Benefits	33	37
Holidays	40	48
Hours Of Service.....	50	53
 Jury Duty.....	23	26
 Laying Off/Reporting.....	16	22
Leave Of Absence.....	26	34
Local Agreements.....	47	52
Locker Facilities	30	37

Meal Period.....	36	47
Military Training.....	48	52
Physical Reexamination.....	29	36
Portable Radios.....	43	51
Promotion.....	7	9
Reducing And Increasing Forces.....	9	13
Relief Day Extra Boards.....	49	53
Scope And Definitions.....	1	5
Self-Propelled Machines.....	38	47
Seniority.....	4	8
Seniority Roster.....	6	8
Service Between Zones.....	5	8
Severability.....	44	51
Shortage Adjustment.....	45	52
Starting Times.....	46	52
Time Limit And Procedures For Handling Claims.....	24	26
Training, Qualifying And Examinations.....	20	24
Uniforms.....	31	37
Union Shop.....	34	38
Vacation.....	32	37

APPENDICES

Appendix A	- Basic Rates of Pay.....	55
Appendix B	- Off-Corridor Work Zones.....	57
Appendix C	- Uniforms.....	59
Appendix D	- Jointness Principles.....	62
New Appendix	- Operation Red Block Agreements.....	64
New Appendix	- Auto Train Agreement.....	74
New Appendix	- Massachusetts Bay Transit Authority Commuter Service.....	79

New Appendix	- Los Angeles County Transportation Commission Commuter Service	90
New Appendix	- Peninsula Commute Service	103
New Appendix	- Northern Virginia Commuter Service.....	112
New Appendix	- New Commuter Services Agreement.....	121
New Appendix	- Optional Displacement Modifications.....	124
New Appendix	- 401(k) Agreement	126
New Appendix	- Special Accounts	127
New Appendix	- Vacation Synthesis.....	128
New Appendix	- Entry Rates / Lock-in Local Agreements	146
New Appendix	- (Hold Downs) Local Agreements.....	154
New Appendix	- Train Nos. 50/51 Off-Corridor Service	155
New Appendix	- Question & Answers – Exercising Seniority Between Zones	158

LETTERS

Letter 1	- Yard/Road Work	163
Letter 2	- Crew Bases.....	165
Letter 3	- Optional Displacements.....	166
Letter 4	- Offer of Employment.....	168
Letter 5	- Application of the Itemized Statement of Earnings Agreement and the Modification of the Vacation Agreement to the Off-Corridor.....	170
Letter 6	- Exercise of Seniority	171
Letter 7	- Furloughed Employees Bidding Other Crew Bases.....	172
Letter 8	- Leave of Absence to Passenger Engineer (moved to Rule 26)	
Letter 9	- Meal Allowance En Route.....	173
Letter 10	- Extra Board Relief Days.....	174
Letter 11	- Continuous Quality Improvement.....	176
New Letter	- Government Contracting Letter	177
1999 Wage & Rules Agreement.....		178

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".

¹ Adopted from November 23, 1993 letter

² Adopted from November 23, 1993 letter

- 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 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)

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

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 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.

⁴ Adopted from Letter dated February 26, 1997

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.

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 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).

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

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.

RULE 8 - BULLETINS AND ASSIGNMENTS⁶

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.

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.

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

- 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.

- l. 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 Train⁷

- 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 FORCES⁸

- 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

⁷ Adopted from Attachment B of July 2, 1992 Auto Train Agreement

⁸ Revised from Appendix A of Agreement dated October 27, 1999

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-6 No.

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-7 No.

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-9 At 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.

RULE 10 - ANNULMENT OF ASSIGNMENTS⁹

- 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)¹⁰

- 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.

⁹ Revised from Appendix A of Section 6 Agreement dated October 27, 1999

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

- 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.

Section 2¹¹ (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.

Note¹²: 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.

¹¹ Adopted from Attachment A-1 of the July 2, 1992 Auto Train Agreement

¹² Adopted from Letter dated November 23, 1993

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" means a period of seven consecutive days, starting with Wednesday. 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 two 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.
- 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.

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. This provision is applicable where Amtrak maintains separate Passenger Conductor and Assistant Passenger Conductor Extra Boards.

- 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.

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 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.

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 he/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 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 given 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.¹³ 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

¹³ Adopted from March 21, 1986 letter

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 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. (See also Appendix "D")

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.

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. _____

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 IDENTIFICATION 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 _____

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. _____

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 TRAINING

When employees assigned to regular and/or extra board positions who are members of the Reserves or National Guard are required to be absent from work for the purpose of annual summer training exercises, they shall be paid the actual time lost during their regular workdays or workweeks (maximum of eight (8) hours' pay at the straight time rate of their positions for each day lost). Compensation received by the employees for other than meals, lodging or transportation, shall be remitted to the Corporation. Such

employees must furnish the Corporation with a statement signed by their Commanding Officer for compensation paid and the days on which such military training service was performed.

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.
- 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, VA¹⁴

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.

¹⁴ Adopted from Memorandum of Agreement dated September 25, 2000 Auto Train Agreement; paragraph may be restored.

(Signatures omitted)

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
C. B. Thomas
Senior Director
Labor Relations

/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

FOR
THE NATIONAL RAILROAD
PASSENGER CORPORATION:

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

D. W. Collins
Director of Employee
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

For the National Railroad
Passenger Corporation

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

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.

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

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 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.
- 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.

NEW APPENDIX

MBTA - UTU (OC)
Commuter Service
Zone-1

IMPLEMENTING AGREEMENT BETWEEN THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK), AND ITS EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION (C&T) IN CONNECTION WITH THE PERFORMANCE BY AMTRAK OF SERVICE FOR THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY (MBTA).

WHEREAS, the performance of service for the MBTA will result in the establishment by Amtrak of positions necessary to perform work presently performed by employees of the Boston and Maine Railroad and,

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

IT IS UNDERSTOOD THAT:

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.
2. A. Amtrak will offer employment to Boston and Maine Railroad 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.
3. Employees of Boston and Maine Railroad accepting employment with Amtrak pursuant to this Agreement will be placed on a primary or prior right work zone roster in accordance with their relative standing on the Boston and Maine Roster with a seniority date as of assumption of service and will have prior rights to regular assignments covering the work now being performed for the MBTA by the Boston and Maine Railroad.
4. A. Successful applicants for positions, referred to in Article 3, will be placed on the national Off-Corridor Seniority Roster based on their earliest retained date of hire.

B. The service covered by this Agreement will be placed in Work Zone "CS-1" (Commuter Service) and will be added to the territory of the Off-Corridor Service covered by the January 29, 1986, Agreement for the purpose of applying paragraph 5 of Letter No. 4 to said Agreement.

5. Employees on the Boston and Maine train service roster who apply for but are unable to secure a position under this Agreement, prior to Amtrak assuming the performance of service, will be placed in the Work Zone "CS-1" application pool and, as positions become available, they will be offered Passenger Conductor or Assistant Passenger Conductor position which they must accept or relinquish their rights to employment. Upon accepting such position, they will receive a seniority date in accordance with Rule 4(c).
6. Compensated days and years of service recognized by Boston and Maine Railroad shall be used in determining eligibility for benefits such as vacation, health and welfare benefits for employees accepting employment with Amtrak.
7. A. Rule 2(b) of the January 29, 1986, Agreement will be modified by adding the following provision:

"Employees in Work Zone CS-1 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"

B. 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) Work Zone CS-1 employees whose assignments include short turnaround passenger service runs, no single trip of which is scheduled to exceed two 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. Time paid for as release time will not be taken into account for the purposes 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).
8. Rule 11 of the January 29, 1986, Rules Agreement is amended to provide that any crew arrangement for the service covered by this agreement which permitted passenger trains or crews to be operated with less than a Conductor and two Assistant Conductors will remain in effect and the crew members will not receive the Reduced Train Crew Allowance provided in paragraph (e) or (f) to Rule 11 nor the Productivity Allowance provided in paragraph (g).

SIGNED AT WASHINGTON, DC, THIS 8TH DAY OF OCTOBER 1986.

FOR THE UNITED
TRANSPORTATION UNION (C&T)

/s/ L. J. Wotaszak

L. J. Wotaszak

Vice President

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

/s/ C. B. Thomas

C. B Thomas

Senior Director - Labor Relations

APPROVED:

/s/ F. A. Hardin

F. A. Hardin, President

October 8, 1986
Letter No. 1

Mr. L. J. Wotaszak
Vice President
United Transportation Union
146000 Detroit Avenue
Cleveland, OH 44107

Dear Sir:

This is in reference to our discussions regarding this MBTA service and our Agreement which placed such service in Work Zone CS-1.

During such discussions, it was agreed that the yard work previously performed by the Boston and Maine for the MBTA in and around South Station and Southampton Street Yard would be performed by the Work Zone 1 train service employees, with the Work Zone "CS-1" train service employees participating in such work based on a ratio of regular assignments to be supplied by the Organization.

If you concur with the above, please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

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

AGREED:

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

APPROVED:

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

October 8, 1986
Letter No. 2

Mr. L. J. Wotaszak
Vice President
United Transportation Union
146000 Detroit Avenue
Cleveland, OH 44107

Dear Sir:

This is in reference to our discussions during the negotiation of the Agreement dated October 8, 1986, in connection with the performance by Amtrak of certain service for the MBTA.

During such discussions, it was understood that Amtrak may establish relief positions in connection with the MBTA service which have different reporting and relieving points on the various days of the assignments; however, the reporting point and relieving point for any tour of duty will be the same point.

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

Very truly yours,

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

AGREED:

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

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

October 8, 1986
Letter No. 3

Mr. L. J. Wotaszak
Vice President
United Transportation Union
146000 Detroit Avenue
Cleveland, OH 44107

Dear Sir:

During negotiation of the Agreement signed this date, it was agreed to modify Rule 1, paragraph g for MBTA service only.

"Crew Base" means the territory encompassed within a radius of 50 miles measured from South Station, Boston, Massachusetts.

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

Very truly yours,

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

AGREED:

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

APPROVED:

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

October 8, 1986
Letter No. 4

Mr. L. J. Wotaszak
Vice President
United Transportation Union
146000 Detroit Avenue
Cleveland, OH 44107

Dear Sir:

During negotiation of the Agreement signed this date, it was agreed that Boston & Maine trainmen transferring to Amtrak as Assistant Passenger Conductors on the initial assumption of function will receive a \$10 Commuter allowance for each day worked. Such allowance will not be subject to future general wage increases or cost of living adjustments.

It was further agreed that such allowance will not be payable to the Boston & Maine prior right employees if they hold other than MBTA Service assignments and that such allowance will not be payable to non prior right MBTA Assistant Passenger Conductors when they work in commuter service.

In addition, it was agreed that Rule 11, paragraph (e), (f) and (g) would not apply in the operation of MBTA commuter service; however, the Rule 11 crew consist manning requirements would apply except as modified by Article 8 of the October 8, 1986, Implementing Agreement,

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

Very truly yours,

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

AGREED:

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

APPROVED:

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

October 8, 1986
Letter No. 5

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

Dear Sir:

This has further reference to Letter No. 3 to the October 8, 1986, Agreement concerning the MBTA commuter service.

Although it will remain the responsibility of employees to report directly to locations within the Crew Base, the Carrier agrees to compensate certain employees who are required to report points within the Crew Base but in excess of thirty (30) railroad miles from South Station for temporary vacancies only in the following manner:

1. Compensation will be limited to the Corporation policy for use of automobiles, which is presently 214 per mile
2. Only railroad miles in excess of thirty (30) railroad miles will be utilized in the compensation computation; and
3. Employees will only be entitled to such compensation when called to fill temporary vacancy and when there are no MBTA commuter service trains available for transportation.

The foregoing will in no way affect the application of rules regarding outlying points, points outside the Crew Base.

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

Very truly yours,

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

AGREED:

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

APPROVED:

/s/ F. A. Hardin

F. A. Hardin, President

November 12, 1986

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

Dear Sir:

This is in reference to our discussion in relation to Letter No. 4 to the October 8, 1986, Implementing Agreement regarding the MBTA Commuter service.

During our discussion it was agreed that the Boston and Maine trainmen transferring to Amtrak in accordance with the October 8, 1986, Implementing Agreement, i.e. in the initial assumption of service and from the application pool established pursuant thereto, would be entitled to the Commuter Allowance when they hold an Assistant Passenger conductor position in the MBTA commuter service. If such employee obtains a Passenger Conductor position and later, holds an Assistant Passenger Conductor position, this allowance will be payable while he holds the Assistant Passenger Conductor position.

Furthermore, it was specifically agreed that the Commuter Allowance would not be payable while such employees hold Passenger Conductor assignments or to other than these employees who may hold assignments in the MBTA commuter service.

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

Very truly yours,

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

I CONCUR:

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

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 Occanside-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 Date
Manager Labor Relations
Amtrak West

/s/ R. Garcia 5-29-96

R. Garcia Date
Local Chairman
United Transportation Union

Approved:

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

L. C. Hriczak Date
Director

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

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 Date
Senior Director, Labor Relations

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

A. L. Suozzo Date
General Chairperson

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 Date
Senior Director, Labor Relations

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

NEW APPENDIX

January 21, 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 discussions regarding Amtrak's desire to operate commuter service in behalf of the Peninsula Corridor Study Joint Powers Board, hereinafter referred to as the Peninsula Commute Service (PCS).

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 CS-2 which will encompass all territory involved in the operation of the PCS. Amtrak will offer employment to southern Pacific train service employees in a manner agreed to by the General Chairman and the Director-Labor Relations;
- 3) Article 7 of the October 8 1986, agreement will apply to employees performing the PCS commuter service;
- 4) The crew bases for this service will be the territory encompassed within a 50 mile radius of San Jose and the territory encompassed within a 30 mile radius of San Francisco;
- 5) There will be no commingling of Amtrak intercity passenger assignments and PCS commuter assignments;
- 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;
- (7) Applicants hired for positions in work zone CS-2 in accordance with paragraph (2) above, will be placed on the off-corridor national seniority roster based on their Amtrak date of hire with prior rights to Work Zone CS-2.

If the above correctly sets forth our understanding, 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

2/3/92

Date

January 21, 1992

Mr. C. P. Jones, General Chairman
United Transportation Union
1915 Market Street, Suite 515
Philadelphia, PA 19102

Dear Mr. Jones,

This refers to the January 21, 1992 , agreement concerning the Peninsula Commute Service.

Paragraph (4) of the agreement states that the crew bases for employees involved in the PCS means the territory encompassed within 50 miles at the passenger stations at San Jose and San Francisco.

It was 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 San Francisco or San Jose 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 PCS commuter service trains or Amtrak trains available for transportation.

The foregoing will in no way affect the application of 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, Dir - LR

I Concur:

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

2/3/92
Date

May 22, 1992

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

Dear Mr. Suozzo:

This refers to our recent discussion concerning Item 3 of the January 21, 1992, agreement governing Peninsula Commute Service.

It was agreed that paragraph A of Article VII of the October 8, 1986, agreement, would not apply to regular assigned employees in Peninsula Commute Service. It is expressly understood that such regularly assigned employees are not entitled to payment of the overtime rate for time worked in excess of forty (40) hours, except as provided in the February 18, 1992, amendment to Rule 17 of the January 29, 1986, Agreement.

This agreement is made due to the anomalous situation involved in the arrangement of assignments and can be canceled by either party upon twenty (20) days advance written notification.

If the above properly reflects our understanding, please sign below.

Very truly yours,

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

I Concur:

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

5/26/92
Date

March 11, 1996

File: LAX-UTU-OC-AGMT

Edward T. Adams
Local Chairman, PCS
United Transportation Union
885 Marin Drive
Mill Valley, CA 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,, and has application only in the Peninsula Commute Service.

It is agreed to modify the provisions of Rule 12 c. and d. of the Amtrak/UTU Agreement dated January 29, 1986 to read as follows:

"c. Extra employees will be registered to the extra board based on the scheduled arrival time of their train. Extra employees must register on the extra board immediately upon release from duty at the crew base."

"d. Except as indicated below, extra employees missing a call for an assignment for which they stand or who mark-off, will remain off the board for a period of eighteen hours, after which, they will be allowed to mark-up for service at the bottom of the extra board."

Exceptions:

1. In order to satisfy service requirements, an extra board employee may be used prior to the expiration of the eighteen hour period with the understanding the employee does not have to remain available to protect service under such circumstances.
2. Laying off for company compensated business.
3. Duly accredited union representatives laying off to perform union business.

It is further agreed and understood that this local understanding will not establish a precedent for the application or interpretation of the provisions of Agreement Rule 12 at any Amtrak Crew Base outside of the Peninsula Commute Service.

This Agreement may be canceled by either party following fifteen (15) days' notice.

If the above accurately reflects our understanding, please sign in the space provided below.

Very truly yours,

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

I Concur:

/s/ E. T. Adams 3/11/96
Edward T. Adams Date
Local Chairman
United Transportation Union

Approved:

/s/ L. C. Hriczak
L. C. Hriczak
Director

/s/ A. L. Suozzo 4/2/96
A. L. Suozzo
General Chairperson

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 Date

Senior Director, Labor Relations

/s/ A. L. Suozzo 5/16/97

A. L. Suozzo Date

General Chairperson

NEW APPENDIX

October 30, 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 Amtrak's desire to operate new commuter service in behalf of the Northern Virginia Transportation Commission.

As discussed, it was the intent of the parties in arriving at the October 8, 1986, Agreement involving Amtrak's assumption of the MBTA service, to apply the principles enumerated therein to future operations of commuter service by Amtrak.

Accordingly, it is agreed that the following will apply to employees operating in commuter service in behalf of the Northern Virginia Transportation Commission:

- 1) Amtrak will notify the General Chairman thirty (30) days prior to Amtrak's operation of the service;
- 2) this service will be placed in Off-Corridor Work Zone 5;
- 3) Article 7 and Letter No. 2 of the October 8, 1986, Agreement will apply to such employees when performing commuter service;
- 4) the Crew Base for employees involved in the Northern Virginia commuter service means the territory encompassed within a radius of fifty (50) miles measured from Union Station, Washington, DC.

If the above properly reflects our understanding, please affix your signature in the space provided below, returning one copy of this letter for our file.

Very truly yours,

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

I CONCUR:

/s/ C. P. Jones

C. P. Jones

10/30/87

Date

October 30, 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 the October 30, 1987, Agreement concerning the Northern Virginia commuter service.

It will remain the responsibility of employees to report directly to locations within the Crew Base (presently Manassas and Fredericksburg). However, it was agreed that employees who are required to report to such locations which are within the Crew Base but in excess of thirty (30) miles from Union Station, Washington, DC, will be compensated as follows:

1. Compensation will be limited to the Corporation policy for use of automobiles;
2. Only railroad miles in excess of thirty (30) railroad miles will be utilized in the compensation computation; and,
3. Employees will only be entitled to such compensation when called to fill a temporary vacancy and when there are no Northern Virginia commuter service trains or Amtrak trains available for transportation.

The foregoing will in no way affect the application of rules regarding outlying points, points outside the Crew Base.

If the above properly reflects our understanding, please affix your signature in the space provided below, returning one copy of this letter for our file.

Very truly yours,

/s/ J. M. Fagnani

J. M. Fagnani

Director-Labor Relations

I CONCUR:

/s/ C. P. Jones
C. P. Jones

10/30/87
Date

August 25, 1992
130.66 1029

Mr. M. R. Cunningham
Local Chairman
United Transportation Union
8303 Wigmore Court
Richmond, VA 23227

Dear Mr. Cunningham

This is in reference to the October 30, 1987 letter concerning operation of the Northern Virginia Commuter Service (VRE). Since the location of V.R.E. Crossroads Yard is outside the fifty (50) mile crew base, it was agreed the following will apply to Conductors and Assistant Conductors protecting vacancies at this location

- 1) Washington Crew Base will be supply point for VRE trains originating at Crossroads Yard (Fredericksburg, Virginia),
- 2) Employees called for assignments at Crossroads Yard will be allowed a travel allowance of three (3) hours fifteen (15) minutes at the applicable straight time rate for each tour of duty.
- 3) Employees will be compensated the prevailing automobile allowance for actual mileage over thirty (30) miles between Union Station, Washington, D.C. and Crossroads Yard each tour of duty.
- 4) Employees called for assignments under this agreement will report directly to V.R.E. Crossroads Yard.
- 5) When a vacancy at Crossroads Yard is known to exist for five (5) or more days, the first out available employee on the Extra Board may elect to remain on the assignment for five days. If such employee elects not to remain on the assignment for that period, the vacancy will be filled on a daily basis.

If an employee elects to remain on the assignment for the five (5)-day period, and such period includes the employee's extra board relief day, the employee's relief day will be the twenty-four (24) hour period commencing when he marks off duty at the end of the five (5) day period.

- 6) If the Washington Crew Base Extra Boards are exhausted, a qualified Richmond Crew Base employee may be called for V.R.E. assignments at Crossroads Yard. Richmond Crew Base employees will report directly to Crossroads Yard and shall be entitled to the travel allowance set forth in Item 2 of this agreement and to the automobile allowance for actual mileage in excess of thirty (30) miles from Greendale Station, Richmond, Virginia to Crossroads Yard.
- 7) Rule 15 (Expenses Away from Home) will not apply to employees called for assignments at V.R.E. Crossroads Yard.

This agreement will become effective, upon approval by the General Chairman and the Director-Labor Relations and may be canceled by 20 days' advance written notice from either party to the other.

If the foregoing accurately reflects your understanding of the agreement reached, please sign in the space provided below.

Very truly yours,

/s/ B. J. Blair

B. J. Blair

Division Manager

Labor Relations

AGREED:

/s/ M. R. Cunningham

M. R. Cunningham

Local Chairman

8 / 29 / 92

(DATE)

APPROVED:

/s/ A. L. Suozzo

A. L. Suozzo

General Chairman

8 / 29 / 92

(DATE)

/s/ J. M. Fagnani

J. M. Fagnani

Labor Relations

8 / 31 / 92

(DATE)

May 7, 1993

Mr. M. R. Cunningham, Local Chairman
United Transportation Union
8303 Wigmore Court
Richmond, VA 23227

Dear Mr. Cunningham:

This refers to our recent discussions concerning operation of the Northern Virginia commuter service.

During our discussions, it was agreed to amend Item 4 of the October 30, 1987, agreement concerning the location of the crew base in this service as outlined below:

The Crew Base for employees involved in the Northern Virginia commuter service means the territory encompassed within a radius of fifty (50) miles measured from Crossroads Yard Fredericksburg, Virginia.

It is further agreed that the October 30, 1987, letter agreement, governing employees reporting for duty within the crew base, will be applicable from Crossroads Yard, Fredericksburg, Virginia rather than Union Station, Washington, DC.

It is understood that the Washington Crew Base Extra Boards will supplement the Northern Virginia Commuter Service Train Service Extra Board at the Fredericksburg Crew Base. Accordingly, the August 25, 1992, agreement regarding travel from Union Station, Washington DC to Crossroads Yards, will continue to apply to employees called from the Washington Crew Base Extra Board.

If the above properly reflects our understanding, please sign below.

Very truly yours,

/s/ B. J. Blair

B. J. Blair

Division Manager

Labor Relations

I Concur:

/s/ M. R. Cunningham
M. R. Cunningham, Local Chairman

5 / 17 / 93
Date

Approved:

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

5 / 27 / 93
Date

/s/ L. C. Hriczak
L. C. Hriczak
Director-Labor Relations

5 / 24 / 93
Date

September 24, 1996

Mr. M. R. Cunningham, Jr.
Local Chairman
United Transportation Union
8303 Wigmore Court
Richmond, VA 23227

Dear Mr. Cunningham:

This refers to our recent discussions concerning Washington, DC Crew Base Extra Board employees in regard to Northern Virginia Commuter Service (VRE) assignment originating at Broad Run Yard, Manassas, Virginia.

Specifically, it was agreed that the Washington, DC Crew Base Extra Board will supplement the Northern Virginia Commuter Service Train Extra Board at the Broad Run Yard, Manassas, Virginia Crew Base

In lieu of time consumed and transportation between Washington, DC Union Station and Broad Run Yard, said employees will report directly to Broad Run Yard, Manassas Virginia for which they will be compensated as follows

- a) A travel allowance of two (2) hours at the applicable straight time rate for each tour of duty.
- b) The prevailing automobile allowance for actual mileage over thirty (30) miles between Washington, D. C. Union Station and Broad Run Yard for each tour of duty.

This agreement will become effective upon approval of the General Chairman and the Director - Labor Relations and may be cancelled by either party with 20 days' advanced written notice. It is understood that this agreement is without precedent, and will not be referred to in any other forums.

If the foregoing accurately reflects your understanding of the agreement reached, please sign in the space provided below.

Very truly yours,

/s/ B. J. Blair
B. J. Blair
Division Manager
Labor Relations

AGREED:

/s/ M. R. Cunningham
M. R. Cunningham, Jr.

10 / 31 / 96
Date

APPROVED:

/s/ A. L. Suozzo
A. L. Suozzo
Local Chairman

10 / 30 / 96
Date

/s/ L. C. Hriczak
L. C. Hriczak
Local Chairman

10 / 30 / 96

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

7/27/95
Date

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

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 August 25, 1978.*

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.

Section 1

- (a) Effective January 1, 1979, 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 25, 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 7/26/78 with the BLE

*Agreement of 8/25/78 with the UTU

**(All references to September 25, 1950 Agreement should read September 21, 1950)

- (b) Effective January 1, 1979, 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 25, 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 I(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 I(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, 1979, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having nine 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 nine or more years of continuous service renders service of not less than fourteen hundred forty (1440) 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 25, 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 I(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.)

Beginning with the year 1960 on all other carriers, in the application of this Section I(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, 1979, each employee subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eighteen 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 eighteen or more years of continuous service renders service of not less than twenty-eight hundred eighty (2880) 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 25, 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 the equivalent of 120 qualifying days.) (See NOTE below.)

- (e) Effective January 1, 1979, 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 25, 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 base day in yard service performed by a yard service employee or by an employee having 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(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 7 2 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), fourteen hundred forty (1440) basic days under Section 1(c), twenty eight hundred eighty (2880) 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.
- (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 25, 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:

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 i(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.

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, noncompliance 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.

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 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 2 basic day.
6. An employee in freight service, called and released and paid 50 miles for same, will be credited with 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,	<u>140 miles</u>
Total	700 miles

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.

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 1-1/5 basic days.
13. An employee in freight service, deadheading is paid 50 miles for same, will be credited with 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.

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 services 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

EMPLOYEE MEMBERS
SECTION 10 COMMITTEE

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,

/s/ William H Dempsey
William B. Dempsey

ACCEPTED:

/s/ M. W. Hampton

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,

/s/ W. H. Dempsey
William H. Dempsey

I concur.

/s/ B. N. Whitmire
Burrell N. Whitmire, President
Brotherhood of Locomotive Engineers

April 1, 1981
File No. 471-4

CIRCULAR NO. 9-5(c)

TO MEMBER ROADS:

Referring to our Circular No. 9-5 dated November 13, 1967 with which was transmitted a Synthesis of the Operating Vacation Agreement and amendments thereof which was prepared by the Disputes Committee established under Section 10 of that Agreement:

This Synthesis has now been up-dated, a copy of which is attached.

Yours truly,

R. T. KELLY
Director of Labor Relations

AGREEMENT MADE PURSUANT TO RULE 32 - VACATION, OF THE RULES AGREEMENT, DATED NOVEMBER 8, 1982, BETWEEN THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) AND ITS EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION (C&T).

In accordance with Rule 32 of the Rules Agreement, signed November 8, 1982, the parties to said Agreement hereby agree to apply the provisions of the National Vacation Agreement of April 29, 1949, as amended, with the following modifications to conform to the basis of pay established in Rule 2 of the Rules Agreement.

1. For the purposes of determining qualifications for vacation, service performed as a Passenger Conductor or Assistant Passenger Conductor on Amtrak will be treated in the same manner as service performed as a train or engine service employee in yard service as set forth in Section 1 of the National Vacation Agreement.
2. Service performed on Conrail in a calendar year shall be computed for the purpose of determining vacation qualifications in accordance with the applicable Conrail Agreement.
3. A Passenger Conductor or Assistant Passenger Conductor receiving a vacation, or pay in lieu thereof, under Section 1 of the National Vacation Agreement, as modified herein, shall be paid for each week of vacation 1/52 of the compensation earned by such Passenger Conductor or Assistant Passenger Conductor while engaged in train or engine service for Amtrak and/or Conrail during the calendar year preceding the year in which the vacation is taken, but in no event, shall such payment be less than five (5) eight hour days at the Passenger Conductor rate if working as such at the time the vacation is taken or at the Assistant Passenger Conductor rate if working as such at the time the vacation is taken.
4. The return of an employee to Conrail pursuant to the Section 1165 Agreement, dated November 8, 1982, will not be considered as terminating service with Amtrak within the meaning and intent of Section 8 of the National Vacation Agreement.
5. A Passenger Conductor or Assistant Passenger Conductor receiving a vacation, or pay in lieu thereof, will be paid for such vacation by Amtrak, if such Passenger Conductor or Assistant Passenger Conductor last performed compensated service on Amtrak immediately preceding the date the vacation is taken or payment in lieu thereof is due. In no case, will a Passenger Conductor or Assistant Passenger Conductor be entitled to dual vacation benefits as a result of the application of this Agreement.
6. Vacation periods shall begin at 12:00 AM, Monday, and end at 11:59 PM, Sunday. Passenger Conductors and Assistant Passenger Conductors shall be permitted, subject to the provisions of Section 6 of the National Vacation Agreement, to divide the total vacation due in any calendar year into segments, but no segment shall be less than one (1) week.

7. Any dispute or controversy arising out of the interpretation of any of the provisions of the Agreement shall be handled in the same manner as other disputes arising under the Rules Agreement.

Signed this 23rd day of May 1983.

FOR:
UNITED TRANSPORTATION UNION

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

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

FOR:
NATIONAL RAILROAD (C&T)
PASSENGER CORPORATION

/s/ G. R. Weaver, Jr.
G. R. Weaver, Jr.
Asst. Vice President
Labor Relations

January 24, 1997

A. L. Suozzo
General Chairman - UTU
1515 Market Street, Suite 515
Philadelphia, PA 19102

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

Gentlemen:

This has reference to our discussion concerning application of Article V, Section 2(d) Vacation Benefits of the National Settlement, as quoted below:

"During a calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year."

The parties agree to apply this provision on Amtrak effective with the calendar year 1997.

Very truly yours,

/s/ Larry C. Hriczak
Larry C. Hriczak
Director Labor Relations

Agreed.

/s/ W. A. Beebe
W. A. Beebe
General Chairman - UTU

A. L. Suozzo 1/24/97
A. L. Suozzo
General Chairman - UTU

NEW APPENDIX

ENTRY RATES / LOCK-IN LOCAL AGREEMENTS

November 16, 2000
File: LAX-UTU-OC-AGMT

Ray Belluomini
Local Chairman
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 employees hired for the Work Zone 12 Oakland Crew Base, during the first three years of employment only, will be required to exhaust all seniority at the Oakland 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 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 they new-hire employee is holding a position at the Oakland Crew Base.

It is further agreed, the five employees listed on Attachment "A", who were provided rate progression credits in accordance with the provisions of the Local Agreement dated May 15, 1998, will be accorded the 90% rate of pay effective November 30, 2000. All other provisions of the Local Agreement dated May 15, 1998, remain in effect for these five employees.

The application of this agreement is limited to the Oakland 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.

The 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 November 30, 2000.

Signed at Oakland, California on 20th of November 2000

Very truly yours,

Richard A. Wood
Labor Relations Officer

I CONCUR:

Ray Belluomini Date
Local Chairman

Approved:

L.C. Hriczak Date
Director, Labor Relations

A.L. Suozzo Date
General Chairperson

Attachment "A"

<u>Name</u>	<u>Seniority Date</u>
Skinner, Chad	December 30, 1998
McDougale, Keith E.	April 13, 1999
Hale, Laverne F.	April 15, 1999
Mattox, Allison J.	July 27, 1999
Hall, Sherman C.	July 27, 1999

May 15, 1998

File: LAX-UTU-OC-AGMT

Don Johnson
Local Chairman
United Transportation Union
727 Laurelwood Circle
Vacaville, CA 95687

Dear Mr. Johnson

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 Oakland or Sacramento Crew Bases, 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 holding a position at Oakland or Sacramento.

The application of this agreement is limited to the aforementioned 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 is without precedential value and may be cancelled by either party with fifteen (15) days written notice on the other.

This Agreement is effective June 1, 1998.

Signed at Oakland, California on

Very truly yours,

Thomas W. Fleming
Manager, Labor Relations
Amtrak West

I CONCUR:

Don Johnson Date
Local Chairman

Approved:

L.C. Hriczak Date
Senior Director, Labor Relations

A.L. Suozzo Date
General Chairperson

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

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
Philadelphia, 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 than 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

A. L. Suozzo
General Chairman - UTU

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
Philadelphia, 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

A. L. Suozzo
General Chairman - UTU

LETTER NO. 1

January 29, 1986

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

Mr. L. J. Wotaszak, VP
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

Mr. L. J. Wotaszak,
Vice President
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

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>
C. P. Jones, General Chairman	Date

APPROVED:

<u>/s/ L. R. Davis</u>	<u>12/12/86</u>
L. R. Davis, Vice President	Date

<u>/s/ L. J. Wotaszak</u>	<u>12/10/86</u>
L. J. Wotaszak, Vice President	Date

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

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

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 arbitrations 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."

1. 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

Joseph M. Bress
Vice President - Labor Relations

Larry C. Hriczak
Director Labor Relations

Travis C. Hinton
Chief Operating Officer - Amtrak Intercity

Jon S. Tainow
Vice President Operations - NEC

Lorraine McLaughlin
Labor Relations Officer

FOR THE UNITED
TRANSPORTATION UNION

Albert L. Suozzo
General Chairman

William A. Beebe
General Chairman

C. Anthony Iannone
Vice General Chairman

Peter L. Patsouras
Vice President

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 515
Philadelphia PA 19104

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 515
Philadelphia PA 19104

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 515
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 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 annually¹⁵ 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.

¹⁵Initially, 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 515
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. 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:

<u>Length of Service</u>	<u>Separation Allowance</u>
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
Woodbridge, CT 06525

Mr. A. L. Suozzo
General Chairman - UTU
1515 Market Street, Suite 515
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 515
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.

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 515
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.

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 515
Philadelphia PA 19104

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 515
Philadelphia, PA 19102

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 Rule 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-1 No.

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-2 No.

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.

- l. 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-6 No.

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-7 No.

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-9 At 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 (c), 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.l." 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 "kl" 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".

- l. 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 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.

AGREEMENT

Between

MASSACHUSETTS BAY COMMUTER RAILROAD COMPANY, LLC

And

UNITED TRANSPORTATION UNION

THIS AGREEMENT is made this 14th day of February, 2011, by and between the Massachusetts Bay Commuter Railroad Company, LLC, hereinafter referred to as the Carrier or MBCR, and the United Transportation Union or UTU, hereinafter referred to as the Organization. Unless otherwise specified, its terms are applicable only to persons represented by the Organization. This agreement is subject to the ratification of the bargaining unit members currently employed by the Carrier and the Board of Directors of the Carrier. The Organization shall promptly initiate its ratification procedures and advise the Carrier of the result. The Carrier shall bring this Agreement to its next Board meeting for the purposes of ratification and shall advise the Organization of the result.

ARTICLE 1 - WAGES

- (a) First General Wage Increase. Effective July 1, 2009, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of two percent (2%).

1. Disposition of Fractions

Rates of pay resulting from application of this Article 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.

2. Application of Wage Increases

The increase in wages provided for in this Article shall be applied in accordance with the wage or working conditions agreement in effect. Special allowances and differentials not included in fixed hourly rates of pay for all services rendered, and arbitraries representing duplicate time payments, will not be increased. Overtime hours will be computed in accordance with individual schedules for all overtime hours paid for.

- (b) Second General Wage Increase. Effective July 1, 2010, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of two percent (2%). The increases provided in this Section will be applied in the same manner as provided in Section (a) above.
- (c) Third General Wage Increase. Effective July 1, 2011, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of two and one-

half percent (2½%). The increases provided in this Section will be applied in the same manner as provided in Section (a) above.

- (d) Fourth General Wage increase. Effective January 1, 2012, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of one percent (1%). The increases provided in this Section will be applied in the same manner as provided in Section (a) above.
- (e) Fifth General Wage increase. Effective July 1, 2012, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of two and one-half percent (2½%). The increases provided in this Section will be applied in the same manner as provided in Section (a) above.
- (f) Sixth General Wage increase. Effective January 1, 2013, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of two percent (2%). The increases provided in this Section will be applied in the same manner as provided in Section (a) above.
- (g) Seventh General Wage increase. Effective June 30, 2013, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of one percent (1%). The increases provided in this Section will be applied in the same manner as provided in Section (a) above.
- (h) There shall be no wage increase during the period July 1, 2008 to June 30, 2009, other than the COLA already paid by the Company, in recognition of the considerations set forth in Article II, below, with respect to waiver of health care cost-sharing contributions.
- (i) The existing COLA provisions between the Organization and Carrier shall have no further force and effect, and there shall be no further COLA provisions in effect, either during the term of this Agreement or after the expiration of the moratorium period set forth herein. COLA payments which were made for six months during the period prior to December 31, 2009 shall not be reclaimed from the employees. The COLA payments which became effective on January 1, 2010 and thereafter shall be used as an offset against the wage increase set forth in Section (a) above.
- (j) Subject to the ratification of this Agreement by March 17, 2011, each employee of the Carrier covered by this Agreement shall be entitled to a lump sum signing bonus incentive of One Thousand Dollars (\$1,000.00). Such signing bonus shall be within seven (7) business days following ratification of this Agreement in accordance with the Carrier's standard payroll practices and subject to applicable withholding taxes.
- (k) Retroactive wages shall be payable as soon as practicable following ratification of this Agreement which shall not be more than ninety (90) days following ratification in accordance with the Carrier's standard payroll practices and subject to applicable withholding taxes. Such retroactive wage payment shall be concurrently offset by employee cost-sharing contributions set forth in Article II(b).

ARTICLE II – HEALTH AND WELFARE.

Rule 33 shall be amended to reflect the following:

- (a) Plan Benefit Changes. Effective upon thirty (30) days advance notice to the employees, retirees and Organization, the following Health and Welfare Plan benefit changes shall be made:

Office Visit Co-Pay:		\$25.00
Specialist Visit Co-Pay:		\$35.00
Emergency Room Visit Co-Pay:		\$100.00 (reimbursed if admitted)
Inpatient Hospital Co-Pay:		\$80.00
Outpatient Surgery Co-Pay:		\$50.00
Prescription Drugs – Retail:	Tier 1	\$10.00
	Tier 2	\$20.00
	Tier 3	\$40.00
Prescription Drugs – Mail:	Tier 1	\$20.00
Order (90-day supply)	Tier 2	\$40.00
	Tier 3	\$60.00

- (b) Cost-Sharing.

1. Effective January 1, 2009, each employee covered by this Agreement shall contribute \$40.00 per month to the Plan for each month that the Company provides health benefits coverage for himself/herself and/or his/her dependents.
2. Effective January 1, 2010, each employee covered by this Agreement shall contribute \$50.00 per month to the Plan for each month that the Company provides health benefits coverage for himself/herself and/or his/her dependents.
3. Effective July 1, 2010, each employee covered by this Agreement shall contribute \$60.00 per month to the Plan for each month that the Company provides health benefits coverage for himself/herself and/or his/her dependents.
4. Effective January 1, 2011, each employee covered by this Agreement shall contribute \$70.00 per month to the Plan for each month that the Company provides health benefits coverage for himself/herself and/or his/her dependents.
5. Effective July 1, 2011, each employee covered by this Agreement shall contribute \$80.00 per month to the Plan for each month that the Company provides health benefits coverage for himself/herself and/or his/her dependents.

6. Effective January 1, 2012, each employee covered by this Agreement shall contribute \$90.00 per month to the Plan for each month that the Company provides health benefits coverage for himself/herself and/or his/her dependents.
 7. Effective July 1, 2012, each employee covered by this Agreement shall contribute \$100.00 per month to the Plan for each month that the Company provides health benefits coverage for himself/herself and/or his/her dependents.
 8. Pre-Tax Contributions. Employee cost-sharing contributions made pursuant to this Section shall be on a pre-tax basis, and in that connection a Section 125 premium only plan will be established pursuant to this Agreement.
 9. Retroactive Contributions. Retroactive employee cost-sharing contributions payable for the period on and after January 1, 2009 shall be offset against any payments applicable to the employee under Article I of this Agreement.
- (c) Benefits Termination. Should future changes occur which reduce the length of continuation of health care coverage (for either employees or dependents) for off duty injury or illness under the Railroad Employees National Health and Welfare Plan ("National Plan") or in the comparable plan on Amtrak, whichever might be more beneficial to the Company, such changes shall be instituted on MBCR without further negotiations.
- (d) Early Retiree Health Care Coverage. Health Care benefits for employees who take early retirement under the provisions of the Railroad Retirement Act shall be modified on MBCR so that they exactly replicate the benefits applied in the National United Health Care GA-46000. It is understood and agreed that, in progressing to that plan, the Carrier may provide interim plans so long as the benefits are substantially equivalent to or better than the benefits of GA-46000. Changes which may be made to the lifetime maximum benefit under GA-46000 during the life of this contract as a result of national handling shall be applied on this property if and when they are enacted. The Organization shall notify the Carrier in writing of any change to the lifetime maximum benefit promptly. Employees receiving such benefits shall not be required to make any cost-sharing premiums; however, they shall be subject to the same drug co-pays as are applied to active MBCR employees.
- (e) Opt-Out Provisions. Conditions governing the right for employees to opt-out of the medical coverage provided by MBCR are set forth in "Appendix A".

ARTICLE III – BEREAVEMENT

Rule 22 of the current Agreement is modified to the extent that "grandparent" and "grandchild" shall be added to the list of those family members whose deaths shall be subject to the pay provisions of the rule.

ARTICLE IV – HOLIDAYS

(a) In the application of Rule 40c. of the current Agreement, if an employee takes an authorized paid day off on the workday(s) immediately preceding or following the holiday, the workday immediately preceding or following such paid day off shall become the qualifying day for purposes of determining qualification for holiday pay.

ARTICLE VI – TRANSFERS FROM NON-OPERATING CRAFTS TO TRAIN SERVICE

In the application of Rule 32-Vacation, the April 29, 1949 Operating Crafts National Vacation Agreement, as amended, and the January 18, 1956 Interpretation of Continuous Service Provisions of Section 1 of the Vacation Agreement (reproduced as Attachment 1 of the current agreement) are amended to provide as follows:

Employees who transferred to train service (without a break in railroad service) from a class of service not covered by the operating crafts vacation agreement dated, April 29, 1949, shall be entitled to count both continuous length of service rendered for the carrier and the “qualifying days” of service rendered in such former craft for purposes of determining vacation entitlements in the craft of Train Service.

ARTICLE VII – DIRECT DEPOSIT

(a) Subject to State Laws, all current employees covered by this agreement will be required to sign up for direct deposit of their paychecks no later than sixty (60) days following the effective date of this Agreement. For employees hired on and after the date of this Agreement, direct deposit of pay shall be a condition of employment. It is further understood that the itemized “statement of earnings” identified in the Rule 24, Section 2 b, shall be mailed to the employee’s home address of record.

ARTICLE VIII – DISCIPLINE

(a) The parties agree that disciplinary entries will be expunged for purposes of citation or consideration in future disciplinary actions when an employee maintains a discipline-free service record for a period of time as follows:

<u>Discipline:</u>	<u>Discipline-Free Record</u>
Letter of reprimand or counseling letter	12 months
Suspensions of 10 days or less	24 months
Suspensions of over 10 days	36 months

(b) Discipline involving the Company’s Drug and Alcohol Policy, an FRA-mandated suspension or loss of certificate, which is consistent with the terms set forth in 49 C.F.R 240.117(g)(3), or any other disciplinary record which the Company is required to preserve under federal or other laws, are not subject to the provisions of this rule.

ARTICLE IX – CERTIFICATION PAY

Subject to the adoption of the regulations required by 49 U.S.C. § 20163(a) as proposed to be set forth at 49 C.F.R. § 242, Passenger Conductors and Assistant Passenger Conductors shall be paid a certification allowance of Ten Dollars (\$10.00) per day effective January 1, 2013.

ARTICLE X- INSTRUCTOR PAY

Instructor Conductors providing practical operating experience to employees requiring such training pursuant to the Carrier's approved training program, as well as certification and re-certification training, will be paid a one (1) hour allowance per day at the applicable hourly rate in effect at the time. Such payment shall be paid separate and apart from other earnings for the trip or tour of duty, and will not otherwise be used in calculating pay for the trip or tour of duty; including, the calculation of overtime. It is further understood that said allowance will not be off-set by any guaranteed extra board earnings that may be due.

ARTICLE XI – MISCELLANEOUS RULE MODIFICATIONS

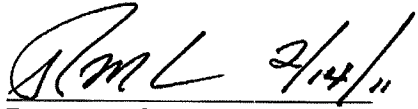
- (a) Relative to employees returning to active service from vacation or extended absences, existing rules and practices are revised to provide that such employees shall have twenty-four (24) hours in which they may elect to exercise seniority to an assignment advertised and awarded during their absence. It is further understood that such employees may make a paid trip during said 24 hour period.

ARTICLE XII – 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 1, 2007 and served upon the Carrier by the Organization. This Agreement shall remain in effect through June 30, 2013 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, prior to January 1, 2013 (not to become effective before July 1, 2013) any notice or proposal for the purpose of changing the subject matter of the provisions of this Agreement or which proposes matters covered by the proposals of the parties cited in paragraph (a) of this Section, and any proposals in pending notices relating to such subject matters are hereby withdrawn.
- (c) No party to this Agreement shall serve or progress, prior to January 1, 2013 (not to become effective before July 1, 2013), any notice or proposal.
- (d) This Article will not bar management and the Organization from agreeing upon any subject of mutual interest.

Signed at Boston, MA this 14th day of February, 2011.

FOR THE ORGANIZATION:

Handwritten signature of Roger Lenfest in cursive, followed by the date 2/14/11.

Roger Lenfest, General Chairman
United Transportation Union

FOR THE CARRIER:

Marie Breen
General Counsel & Director of Human
Resources
Massachusetts Bay Commuter Railroad

Side Letter No. 1

February 14, 2011

Mr. Roger Lenfest
General Chairman
United Transportation Union

Dear Mr. Lenfest:

This refers to the wage increases provided in Article I of the Agreement 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 Company on the date of this Agreement; including, those who have retired or died subsequent to July 1, 2009 and employees who are dismissed and may be reinstated upon appeal.

Please acknowledge your agreement by signing your name in the space provided below.

Yours truly,

Marie Breen
General Counsel and Director of Human Resources

Agreed:


General Chairman, UTU

Side Letter No. 2

February 14, 2011

Mr. Roger Lenfest
General Chairman
United Transportation Union

Dear Mr. Lenfest:

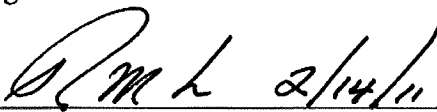
This will confirm our agreement to meet as soon as practicable following the execution of this Agreement in order to codify the collective bargaining agreement. After such codification is completed, MBCR will print and distribute copies of such codified Agreement in sufficient quantity to provide each employee with his/her own copy, as well as an electronic copy for the internal use of the Organization. The cost of such printing and distribution will be borne by MBCR.

Please acknowledge your agreement by signing your name in the space provided below.

Yours truly,

Marie Breen
General Counsel and Director of Human Resources

Agreed:


General Chairman, UTU

Side Letter No. 3

February 14, 2011

Mr. Roger Lenfest
General Chairman
United Transportation Union

Dear Mr. Lenfest:

This refers to discussions during our negotiations regarding the Organization's position that any changes in the Run Book be subject to the union's approval.

The parties agree that MBCR will not impose significant modifications to the entire current run book arrangement or the existing structure of release times through the life of this agreement provided the MBTA, legislative or regulatory bodies do not impose service changes or legal requirements to the current MBCR/MBTA service agreement.

It is clearly understood that the spirit and intent of this letter contemplates cooperation between the parties prior to making any substantive run book changes pursuant to the terms and conditions defined above. Furthermore, the Company agrees it will not attempt to institute substantive run changes as a means to reduce or offset wage increases contained within this Agreement.

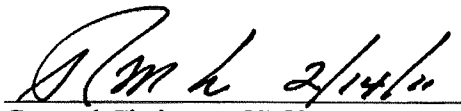
This side letter shall expire June 30, 2013.

Please acknowledge your agreement by signing your name in the space provided below.

Yours truly,

Marie Breen
General Counsel and Director of Human Resources

Agreed:


General Chairman, UTU

Side Letter No. 4

February 14, 2011

Mr. Roger Lenfest
General Chairman
United Transportation Union

Dear Mr. Lenfest:

This will confirm our discussions regarding the subject of employees covered by this agreement achieving territorial qualifications, and fulfilling tri-annual physical obligations.


As a result of our discussions, we agreed to formalize the practice of allowing train service employee crews to voluntarily "swap" assignments with one another for the purpose of maintaining territorial physical characteristic qualifications, and to fulfill the tri-annual physical requirement. It is further understood that any arrangements of this nature must be coordinated with the appropriate Trainmaster.

Please acknowledge your agreement by signing your name in the space provided below.

Yours truly,

Marie Breen
General Counsel and Director of Human Resources

Agreed:


General Chairman, UTU

Side Letter No. 5

February 14, 2011

Mr. Roger Lenfest
General Chairman
United Transportation Union

Dear Mr. Lenfest:

This will confirm our discussions regarding Rule 12 – Guaranteed Extra Board, as it pertains to assignments subject to hold downs. This letter confirms that the Rule 12, as amended by the Extra Board Hold Down Agreement dated March 23, 2004 and as further amended by the Letter Agreement dated May 9, 2005, is further amended to incorporate the following:

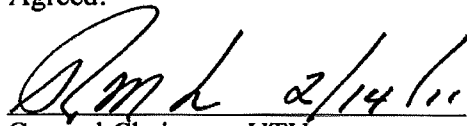
The parties agree to allow Passenger Conductors to place hold downs on assignments that do not meet the typically required five-day construct due to a paid holiday occurring in that particular week, provided that a sufficient number of Conductors are available to cover the requirements of service on the holiday. In the event sufficient staffing is not available, the number of hold downs permitted will be limited to allow for service coverage on the holiday.

Please acknowledge your agreement by signing your name in the space provided below.

Yours truly,

Marie Breen
General Counsel and Director of Human Resources

Agreed:


General Chairman, UTU

Side Letter No. 6

February 14, 2011

Mr. Roger Lenfest
General Chairman
United Transportation Union

Dear Mr. Lenfest:

This will confirm our discussions regarding Rule 9 – Guaranteed Extra Board, as it pertains to displacements.


The parties hereby agree that a Conductor displacing to the Extra Board will displace the most senior employee his/her seniority will allow. Furthermore, a Conductor who bids and is subsequently awarded an Extra Board position will create a displacement right for the next employee immediately junior to him/her in seniority.

Please acknowledge your agreement by signing your name in the space provided below.

Yours truly,

Marie Breen
General Counsel and Director of Human Resources

Agreed:


General Chairman, UTU



Massachusetts Bay
Commuter Railroad Company

Received

NOV 09 2011

General Committee of
Adjustment GO-769

November 1, 2011

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

RE: UTU Agreement - Side Letter 6

Dear Mr. Sampson:

As we discussed, this letter is to provide clarification regarding Side Letter 6 in the Tentative Agreement dated February 14, 2011.

The reference to Conductors in Side Letter 6 was intended to include both Conductors and Assistant Conductors. Side Letter 6 should read as follows:

The parties hereby agree that a Conductor or Assistant Conductor displacing to the Extra Board will displace the most senior employee his/her seniority will allow. Furthermore, a Conductor or Assistant Conductor who bids and is subsequently awarded an Extra Board position will create a displacement right for the next employee immediately junior to him/her in seniority.

Please sign below to indicate your assent.

Very truly yours,

Marie Breen
General Counsel and Deputy General Manager for
Human Resources and Labor Relations


Dirk A. Sampson, General Chairman

 11-5-11
Donald Wheaton, Local Chairman

Side Letter No. 7

February 14, 2011

Mr. Roger Lenfest
General Chairman
United Transportation Union

Dear Mr. Lenfest:

This will confirm our discussions regarding the Company's attendance policy, and various issues that have arisen regarding its application to train and engine service.

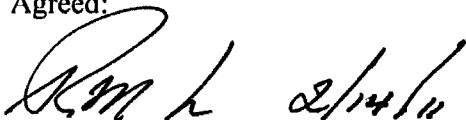
It was agreed that the parties would formulate a joint committee to review the attendance policy issues raised during bargaining and explore possible solutions. This committee will consist of representatives of the operating crafts on MBCR designated by the unions, and an equal number of Company representatives designated by the Carrier. The committee shall be constituted within 60 days of ratification of this agreement, and thereafter shall meet at such times and with such frequency as the committee mutually agrees.

Please acknowledge your agreement by signing your name in the space provided below.

Yours truly,

Marie Breen
General Counsel and Director of Human Resources

Agreed:


General Chairman, UTU

Side Letter No. 8

February 14, 2011

Mr. Roger Lenfest
General Chairman
United Transportation Union

Dear Mr. Lenfest:

This will confirm our discussions regarding payment of release time under the current collective bargaining agreement. It was agreed that effective June 30, 2013, the provisions of Rule 2(c) of the January 29, 1986 Agreement, as amended by Paragraph 7 of the Agreement dated October 8, 1986, shall be modified to read as follows:

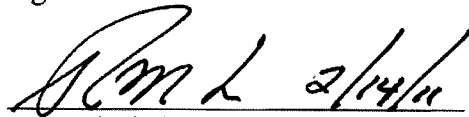
- (i) Work Zone CS-1 employees whose assignments include short turnaround passenger service runs, no single trip of which is scheduled to exceed two hours, will be paid overtime for all time on duty, or held for duty, in excess of eight (8) hours, except that time released will be excluded and paid in accordance with paragraph ii, below.
- (ii) Such employees may be released during their tour of duty and will be compensated for such time at five-eighths (62.5 per cent) of the straight time rate. Time paid for as release time will not be taken into account for purposes of Rule 2(b) in the determination of the forty (40) straight time hours in the work week, except as specifically provided in paragraph iv, below.
- (iii) Except as provided in Rule 17, regular assigned and employees assigned to extra board will be paid a minimum equivalent of eight (8) 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 in accordance with (iii), above, will be credited with eight (8) hours of service performed at the straight time rate for the purposes of calculating the forty (40) straight time hours of service pursuant to Rule 2(b).

Please acknowledge your agreement by signing your name in the space provided below.

Yours truly,

Marie Breen
General Counsel and Director of Human Resources

Agreed:


General Chairman, UTU

APPENDIX A
Health Care Plan Opt-Out Provisions

1. During a prescribed election period preceding the first day of June 2011, and preceding each January 1 thereafter, employees may opt out of MBCR's Health Care Plan by certifying to MBCR in writing that the employee has declined MBCR's offer to participate in its employer sponsored health plan and that employee has health care coverage (which includes medical, prescription drug, and mental health/substance abuse benefits) under another group health plan or health insurance policy that they identify by name and, where applicable, by group number. Such election is hereafter referred to as an "Opt-Out Election" and, where exercised, will eliminate the employer's obligation to provide for health benefits for the employee and his dependents.
2. Each employee who makes an Opt-Out Election will be relieved of employee's obligation to contribute cost-sharing premiums under the MBCR Health Care Plan during such opt-out period.
3. If a qualifying event described in the following paragraph of this Attachment occurs subsequent to an employee's Opt-Out Election, the employee may revoke employee's Opt-Out Election by certifying in writing that a qualifying event has occurred and providing MBCR with satisfactory proof of such qualifying event. An employee who revokes an Opt-Out Election and elects to participate in MBCR's Health Care Plan will, along with his or her dependents, be covered by MBCR's Health Care Plan effective the first day of the first month following such revocation and election, **at which time the employee's obligation to contribute cost sharing premiums will resume.**
4. The following events are the events referred to in the immediately preceding paragraph:
 - a. The employee loses eligibility under, or there is a termination of employer contributions for, the other coverage that allowed the employee to make the Opt-Out Election, or
 - b. COBRA was the source of such other coverage, that COBRA coverage is exhausted.
5. An employee who opts out will be opting out of health care coverage only and (if employee otherwise satisfies eligibility and coverage requirements) will continue to have on-duty coverage, coverage under the Dental and Vision Plans, and life and AD&D insurance coverage.
6. If two spouses are each covered by the MBCR Health Care Plan by virtue of railroad employment and either or both hold positions covered by this Agreement, a UTU-represented spouse may elect to opt out as provided by paragraph 1 hereof. If that election is made (and provided the other spouse remains so covered), (i) such UTU-represented spouse shall not be required to make a cost-sharing premium under the MBCR Health Care Plan, and (ii) the Plan's coordination of benefits rules in effect on the

date of this Agreement that are applied when spouses are covered under the Plan both as an Eligible Employee and as an Eligible Dependent shall continue to be applicable.



August 23, 2013

Dirk A. Sampson
General Chairman, GO-769
SMART – Transportation Division
1515 Market Street, Suite 708
Philadelphia, PA 19102

Re: Paid Vacation Certification Allowance

Dear Mr. Sampson:

This letter will confirm recent discussions regarding the certification pay provision set forth at Article IX of the Collective Bargaining Agreement between the Massachusetts Bay Commuter Railroad, LLC ("MBCR") and the United Transportation Union dated February 14, 2011. As a result of these discussions, MBCR agrees that the certification allowance set forth in Article IX will be paid for all authorized paid vacation days taken on or after April 1, 2013.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

A handwritten signature in black ink, appearing to read "Marie Breen", is written over a horizontal line.

Marie Breen
Interim General Manager

Agreed:

A handwritten signature in black ink, appearing to read "Dirk A. Sampson", is written over a horizontal line.

Dirk A. Sampson
General Chairman, UTU

ATTACHMENT B

Seniority Roster

**MASSACHUSETTS BAY COMMUTER RAILROAD
PASSENGER TRAINMEN SENIORITY ROSTER 2014**

REVISED 04-30-2014		STATUS	ENTERED SERVICE	TRAIN SERVICE	MBCR DATE	PRIOR RIGHTS	VACTAION ELIGIBILITY DATE
RANK	EMPLOYEE						
1	R.F. MOCCIA		05/11/68	05/11/68	07/01/03	BM SYS	05/11/68
2	PAUL A. O'BRIEN		07/09/71	07/09/71	07/01/03	BM SYS	07/09/71
3	ROBERT J. NICHOLSON		01/18/73	01/18/73	07/01/03	BM SYS	01/18/73
4	WALTER H. MURRAY, Jr.		10/08/69	06/07/76	07/01/03	BM SYS	10/08/69
5	R.J. BOWES		08/26/74	02/18/77	07/01/03	BM SYS	08/26/74
6	DAVID J. MURPHY		09/13/74	06/13/77	07/01/03	BM SYS	09/13/74
7	J.F. ASARO		10/17/74	06/13/77	07/01/03	BM SYS	10/17/74
8	PATRICK L. O'REILLY		11/12/75	05/22/78	07/01/03	BM SYS	11/12/75
9	ROBERT J. MAHONEY		06/26/78	06/26/78	07/01/03	BM SYS	06/26/78
10	T.G. CROWELL	ENG	09/09/74	03/19/79	07/01/03	BM SYS	09/09/74
11	D.W. WHEATON		09/10/77	03/19/79	07/01/03	BM SYS	09/10/77
12	S.H. COWEN	ENG	03/19/79	03/19/79	07/01/03	BM SYS	03/19/79
13	W.E. SCAPPACE	ENG	04/09/79	04/09/79	07/01/03	BM SYS	04/09/79
14	J.F. GRIFFITHS		04/01/77	05/21/79	07/01/03	BM SYS	04/01/77
15	P.A. CASTINE		05/21/79	05/21/79	07/01/03	BM SYS	05/21/79
16	J.D. O'LEARY	ENG	10/29/79	10/29/79	07/01/03	BM SYS	10/29/79
17	P.D. HAEFNER		10/29/79	10/29/79	07/01/03	BM SYS	10/29/79
18	A.R. CHARDO		10/29/79	10/29/79	07/01/03	BM SYS	10/29/79
19	S.G. NICHOLAIDES		11/12/79	11/12/79	07/01/03	BM SYS	11/12/79
20	S. McCONVILLE		06/15/68	06/01/82	07/01/03	BM SYS	06/15/68
21	D.S. HUTCHINSON		04/09/74	08/06/84	07/01/03	BM SYS	04/09/74
22	KERRY J. MOODY		06/01/78	08/06/84	07/01/03	BM SYS	06/01/78
23	J.M. OSER	ENG	06/09/78	08/06/84	07/01/03	BM SYS	06/09/78
24	P.M. HASENFUSS, Jr.		07/21/78	08/06/84	07/01/03	BM SYS	07/21/78
25	A.J. GRAY	ENG	10/10/74	09/10/84	07/01/03	BM SYS	10/10/74
26	R.T. MCGRATH	ENG	08/25/74	09/10/84	07/01/03	BM SYS	08/25/75
27	JAYSON M. LEEPER		10/08/79	09/10/84	07/01/03	BM SYS	10/08/79
28	S.C. MATTHEWS		08/06/73	11/12/84	07/01/03	BM SYS	08/06/73
29	D.A. MACLEOD	ENG	09/01/79	09/29/79	07/01/03	BM SYS	09/01/79
30	A. LABOLLITA		10/08/79	11/12/84	07/01/03	BM SYS	10/08/79
31	ROBERT E. HUGGAN	MGM	09/12/84	11/12/84	07/01/03	BM SYS	09/12/84
32	J.M. GRASSI		09/09/85	09/09/85	07/01/03	BM SYS	09/09/85
33	S.J. McENANEY		08/02/76	09/09/85	07/01/03	BM SYS	08/02/76
34	M.G. HURLEY		05/23/76	09/09/85	07/01/03	BM SYS	05/23/76
35	M.E. GRINTER	ENG	09/27/84	09/09/85	07/01/03	BM SYS	09/27/84
36	J.W. MORIARTY		04/11/77	02/11/87	07/01/03		04/11/77
37	JOSEPH W. CARBONE	ENG	11/01/85	02/13/87	07/01/03		11/01/85
38	DENISE M. ACKERMAN		04/27/87	05/11/87	07/01/03		04/27/87
39	JOHN H. ACKERMAN		04/27/87	05/11/87	07/01/03		04/27/87
40	JOHN D. LETOURNEAU	ENG	07/13/75	05/04/87	07/01/03		07/13/75
41	S.E. KELLY	ENG	10/02/86	05/05/87	07/01/03		10/02/86
42	WAYNE J. THISTLE		05/26/87	10/26/87	07/01/03		05/26/87
43	KEVIN P. MULLALLY		07/20/87	10/26/87	07/01/03		07/20/87
44	R.G. McGINN		12/17/87	01/04/88	07/01/03		12/17/87
45	ELIZABETH M. HUGGAN		12/17/87	01/04/88	07/01/03		12/17/87
46	J. SYLVAIN	ENG	01/17/88	01/17/88	07/01/03		01/17/88
47	L.L. PEREIRA JR.		05/27/88	06/14/88	07/01/03		05/27/88
48	G.T. HOBSON	ENG	03/07/88	06/14/88	07/01/03		03/07/88
49	M.J. MELCHIONDA	ENG	05/27/88	06/14/88	07/01/03		05/27/88
50	BRIAN D. MULLALLY		06/02/88	06/14/88	07/01/03		06/02/88
51	M.P. LAGE		06/02/88	06/14/88	07/01/03		06/02/88
52	M.A. PATRIACCA	MGM	05/10/88	06/09/88	07/01/03		05/10/88

**MASSACHUSETTS BAY COMMUTER RAILROAD
PASSENGER TRAINMEN SENIORITY ROSTER 2014**

REVISED 04-30-2014			ENTERED	TRAIN	MBCR	PRIOR	VACTAION
RANK	EMPLOYEE	STATUS	SERVICE	SERVICE	DATE	RIGHTS	ELIGIBILITY
							DATE
53	BARTLEY C. JOYCE		08/08/88	08/11/88	07/01/03		08/08/88
54	P.C. CHAPUT	ENG	08/08/88	08/11/88	07/01/03		08/08/88
55	C.A. ROY	ENG	05/01/87	09/26/88	07/01/03		05/01/87
56	JONATHAN D. FRY	ENG	08/06/87	11/29/88	07/01/03		08/06/87
57	D.S. LEEMAN	ENG	11/17/88	11/29/88	07/01/03		11/17/88
58	B. LECUYER	ENG	05/04/87	11/17/88	07/01/03		05/04/87
59	W.C. RAINONE		11/18/88	11/29/88	07/01/03		11/18/88
60	J.R. GOGUEN		03/02/89	03/30/89	07/01/03		03/02/89
61	D.M. REBELLO	ENG	03/16/89	03/30/89	07/01/03		03/16/89
62	D.P. HOLMES		03/16/89	03/30/89	07/01/03		03/16/89
63	F.P. TEAGUE		03/28/89	03/30/89	07/01/03		03/28/89
64	KEVIN T. MURPHY		06/23/89	07/07/89	07/01/03		06/23/89
65	ERIC T. MADDEN		06/13/88	06/28/89	07/01/03		06/13/88
66	W.A. DAVIDSON	ENG	06/29/89	07/07/89	07/01/03		06/28/89
67	J.J. FANELLI		06/30/89	07/07/89	07/01/03		06/30/89
68	J.P. MORIN	ENG	10/10/89	10/20/89	07/01/03		10/10/89
69	S.P. COLETTI		05/18/88	10/20/89	07/01/03		05/18/88
70	JOHN E. SIMPSON		10/12/89	10/20/89	07/01/03		10/12/89
71	ANN M. LEBLANC	ENG	10/13/89	10/20/89	07/01/03		10/13/89
72	D.A. GEARY	ENG	06/16/88	02/23/90	07/01/03		06/16/88
73	F.J. McCARTHY		02/12/90	02/23/90	07/01/03		02/12/90
74	WILLIAM M. MURPHY		02/13/90	02/23/90	07/01/03		02/13/90
75	J.T. TREVISANI	ENG	04/17/89	06/25/90	07/01/03		04/17/89
76	R.L. MITTON	ENG	06/28/90	06/28/90	07/01/03		06/28/90
77	W.F. MANNING		11/08/88	11/06/91	07/01/03		11/08/88
78	M. DAOU		06/20/89	11/07/91	07/01/03		06/20/89
79	SUSAN LETOURNEAU	ENG	08/01/90	11/08/91	07/01/03		08/01/90
80	J.D. PATCH	ENG	09/24/90	11/08/91	07/01/03		09/24/90
81	SCOTT PEREIRA	ENG	08/07/92	08/07/92	07/01/03		08/07/92
82	R.A. PLATT		01/25/88	10/21/92	07/01/03		01/25/88
83	M.A. CULLEN		08/06/87	10/22/92	07/01/03		08/06/87
84	KAREN C. WHITE		01/23/90	10/23/92	07/01/03		01/23/90
85	J.E. McCARRON		05/24/90	10/23/92	07/01/03		05/24/90
86	P.F. RIZZO, Jr.		05/29/90	10/23/92	07/01/03		05/29/90
87	T.J. RITZ		07/20/90	10/23/92	07/01/03		07/20/90
88	S.P. NEVILLE		06/18/90	10/23/92	07/01/03		06/18/90
89	P.C. STAGNONE		09/04/90	10/23/92	07/01/03		09/04/90
90	W.J. PATAK		04/08/91	10/26/92	07/01/03		04/08/91
91	WILLIAM E. VAIL	ENG	08/22/91	10/26/92	07/01/03		08/22/91
92	J.R. GIBBS		07/12/90	03/17/93	07/01/03		07/12/90
93	K.J. COLELLA		09/11/90	03/17/93	07/01/03		09/11/90
94	R.M. BONGIORNO	ENG	03/26/87	03/17/93	07/01/03		03/26/87
95	WILLIAM J. MARSDEN, Jr.	ENG	12/16/91	03/04/93	07/01/03		12/16/91
96	J.L. POWELL	ENG	03/04/93	03/17/93	07/01/03		03/04/93
97	M. STORSTEEN	ENG	03/05/93	03/24/93	07/01/03		03/05/93
98	M.B. LOMUSICO		06/11/87	05/13/93	07/01/03		06/11/87
99	J.J. KELSEY	ENG	05/29/91	05/06/93	07/01/03		05/29/91
100	D.J. MCGONAGLE	ENG	01/09/92	05/07/93	07/01/03		01/09/92
101	A.K. FLANNERY		05/10/93	05/13/93	07/01/03		05/10/93
102	D. SOLTYS		07/13/93	07/13/93	07/01/03		07/13/93
103	G.M. RICHARDS	ENG	07/11/91	07/22/93	07/01/03		07/11/91

**MASSACHUSETTS BAY COMMUTER RAILROAD
PASSENGER TRAINMEN SENIORITY ROSTER 2014**

REVISED 04-30-2014							
RANK	EMPLOYEE	STATUS	ENTERED SERVICE	TRAIN SERVICE	MBCR DATE	PRIOR RIGHTS	VACTAION ELIGIBILITY DATE
104	C.M. DOTO	ENG	05/17/91	12/27/93	07/01/03		05/17/91
105	M.P. NOONAN		12/04/91	12/28/93	07/01/03		12/04/91
106	C. CABAN		01/03/94	01/27/94	07/01/03		01/03/94
107	E.H. LUONGO		04/20/93	01/27/94	07/01/03		04/20/93
108	D.F. MCGUIRE	ENG	01/20/94	01/27/94	07/01/03		01/20/94
109	JAUQUELINE K. KINEAVY		03/01/93	03/18/94	07/01/03		03/01/93
110	BRYON C. SCOTT	ENG	03/01/94	03/18/94	07/01/03		03/01/94
111	GLENN M. HALL		03/01/94	03/18/94	07/01/03		03/01/94
112	R.E. TOOLE		09/15/93	06/09/94	07/01/03		09/15/93
113	C.L. BARNARD	ENG	08/31/93	09/15/93	07/01/03		08/31/93
114	R.W. BELLAMY		04/26/93	10/03/94	07/01/03		04/26/93
115	J.G. JOSEPH	ENG	05/22/90	10/11/94	07/01/03		05/22/90
116	F.J. LAMONICA		10/12/94	10/21/94	07/01/03		10/12/94
117	G.L. MCNEILL		09/20/94	05/04/95	07/01/03		09/20/94
118	BRIAN ERNST		10/03/94	05/04/95	07/01/03		10/03/94
119	T.P. MAYNARD		10/12/90	06/05/95	07/01/03		10/12/90
120	P.V. BATTISTA		09/21/94	06/05/95	07/01/03		09/21/94
121	JAMES VAIL		09/20/94	06/05/95	07/01/03		09/20/94
122	J.M. BOUMEL	MGM	10/12/90	07/06/95	07/01/03		10/12/90
123	V.A. GREELEY	ENG	06/29/95	07/06/95	07/01/03		06/29/95
124	E.D. VIERRA	ENG	09/13/93	12/07/95	07/01/03		09/13/93
125	ROBERT F. McDONALD		05/21/90	01/08/96	07/01/03		05/21/90
126	J. GOODNOW		02/04/92	01/08/96	07/01/03		02/04/92
127	BRADLEY M. WHITE		05/10/94	01/08/96	07/01/03		05/10/94
128	DANIEL O'CONNOR		12/19/95	01/08/96	07/01/03		12/19/95
129	A.N. MAZZETTA		12/19/95	01/08/96	07/01/03		12/19/95
130	L. GOYETTE		12/21/95	01/08/96	05/05/08		12/21/95
131	BRIAN LINCOLN		12/19/95	01/08/96	07/01/03		12/19/95
132	S. PARRETT	ENG	12/19/95	01/08/96	07/01/03		12/19/95
133	R. BECTON		02/29/88	06/03/96	07/01/03		02/29/88
134	J.E. ST.PIERRE		03/13/91	06/03/96	07/01/03		03/13/91
135	M.D. NEWKIRK		04/26/93	06/03/96	07/01/03		04/26/93
136	KAREN M. ALLEN		05/20/96	06/03/96	07/01/03		05/20/96
137	L. CONLON		05/20/96	06/03/96	07/01/03		05/20/96
138	J.D. SILVER	MGM	05/21/96	06/03/96	07/01/03		05/21/96
139	DANIELLE JOYCE		07/18/96	08/13/96	07/01/03		07/18/96
140	P.A. SCHOFIELD		10/14/91	10/24/96	07/01/03		10/14/91
141	S.J. TOOMEY		05/31/94	10/24/96	07/01/03		05/31/94
142	K.F. ELLIOT		10/07/94	10/24/96	07/01/03		10/07/94
143	DIDIER C. ALTHER, Sr.		11/08/94	10/24/96	07/01/03		11/08/94
144	JON A. LEBLANC		10/08/96	10/24/96	07/01/03		10/08/96
145	R.T. CHIPMAN		01/21/97	02/13/97	07/01/03		01/21/97
146	J.D. BAILEY		08/01/94	02/13/97	07/01/03		08/01/94
147	D. PROULX, Jr.	ENG	01/03/95	02/13/97	07/01/03		01/03/95
148	TIMOTHY P. SULLIVAN		01/22/97	02/13/97	07/01/03		01/22/97
149	WENDY ALLEN		01/22/97	02/13/97	07/01/03		01/22/97
150	M.K. KINEAVY-ASARO		01/23/97	02/13/97	07/01/03		01/23/97
151	L. COOLEY		01/23/97	02/13/97	07/01/03		01/23/97
152	DAVID S. LANKFORD	ENG	01/30/97	02/13/97	07/01/03		01/30/97
153	S.L. CARROLL		01/29/97	02/20/97	07/01/03		01/29/97
154	JOHN MULLIGAN		01/29/97	02/20/97	07/01/03		01/29/97
155	MATTHEW G. COYNE	ENG	01/29/97	02/20/97	07/01/03		01/29/97

**MASSACHUSETTS BAY COMMUTER RAILROAD
PASSENGER TRAINMEN SENIORITY ROSTER 2014**

REVISED 04-30-2014			ENTERED	TRAIN	MBCR	PRIOR	VACTAION
RANK	EMPLOYEE	STATUS	SERVICE	SERVICE	DATE	RIGHTS	ELIGIBILITY
							DATE
156	T.M. GIARD-CAMPANELLI		01/29/97	02/20/97	07/01/03		01/29/97
157	R.M. YOUNG		01/30/97	02/20/97	07/01/03		01/30/97
158	K.J. CHURCH		01/30/97	02/20/97	07/01/03		01/30/97
159	PIA GAINES		02/03/97	02/20/97	07/01/03		02/03/97
160	G.F. HOWSON		02/06/97	02/20/97	07/01/03		02/06/97
161	P.R. BRENNAN		03/16/78	08/06/97	07/01/03		03/16/78
162	D. MARTIGNETTI		07/10/97	08/06/97	07/01/03		07/10/97
163	STEPHEN HALEY		07/16/97	08/06/97	07/01/03		07/16/97
164	P. IAROSSE		01/17/94	10/03/97	07/01/03		01/17/94
165	A. ROMAN		09/17/97	10/03/97	07/01/03		09/17/97
166	WAYNE DALEY	ENG	09/18/97	10/18/97	07/01/03		09/18/97
167	K. BERRY	ENG	09/18/97	10/03/97	07/01/03		09/18/97
168	E. HARDY		08/23/90	10/20/97	07/01/03		08/23/90
169	V. DIRUSSO	ENG	08/13/96	11/04/97	07/01/03		08/13/96
170	W.D. MARX, Sr.		10/22/96	11/04/97	07/01/03		10/22/96
171	MICHELLE M. SMITH	ENG	10/22/97	11/04/97	07/01/03		10/22/97
172	BRIAN M. HAYHURST	ENG	10/23/97	11/04/97	07/01/03		10/23/97
173	GIDGET GAINES		10/27/97	11/04/97	07/01/03		10/27/97
174	DAWN BROWNING		11/11/97	11/18/97	07/01/03		11/11/97
175	M.A. MOURAD		12/10/97	01/13/98	07/01/03		12/10/97
176	J.E. FANNING		12/11/97	01/13/98	07/01/03		12/11/97
177	L.T. VALLS		12/15/97	01/13/98	07/01/03		12/15/97
178	D.M. CADOGAN	ENG	12/17/97	01/13/98	07/01/03		12/17/97
179	ALAN E. GRAVES, Jr.		12/17/97	01/13/98	07/01/03		12/17/97
180	W.A. NOURSE		12/24/97	01/13/98	07/01/03		12/24/97
181	S.J. PAGLIUCA		12/24/97	01/13/98	07/01/03		12/24/97
182	JENNIFER L. WALSH		12/24/97	01/13/98	07/01/03		12/24/97
183	W. NAU	ENG	12/24/97	01/13/98	07/01/03		12/24/97
184	C.M. HOWARD		12/26/97	01/13/98	07/01/03		12/26/97
185	J.A. ALMEDER		12/26/97	01/13/98	07/01/03		12/26/97
186	K.P. OWENS		02/19/97	03/03/98	07/01/03		02/19/97
187	R. SANTINI		03/04/98	03/24/98	07/01/03		03/04/98
188	M.A. STANDBERRY	ENG	03/04/98	03/24/98	07/01/03		03/04/98
189	G. SHEPPECK		03/04/98	03/24/98	07/01/03		03/04/98
190	C. CAPPOLA		03/05/98	03/24/98	07/01/03		03/05/98
191	ROBERT A. JOHNSON	ENG	03/05/98	03/24/98	07/01/03		03/05/98
192	M.G. TOLSON		07/08/98	07/28/98	07/01/03		07/08/98
193	RONALD P. RING, Jr.	ENG	07/08/98	07/28/98	07/01/03		07/08/98
194	S.Y. NELSON		07/09/98	07/28/98	07/01/03		07/09/98
195	M.P. RAE		07/09/98	07/28/98	07/01/03		07/09/98
196	CLARENCE JOHNSON	MGM	10/25/90	01/19/99	07/01/03		10/25/90
197	KEVIN V. HAYHURST		12/22/98	01/19/99	07/01/03		12/22/98
198	M.J. ROSENBERGER		10/16/97	01/19/99	07/01/03		10/16/97
199	P.K. KWONG		12/23/98	01/19/99	07/01/03		12/23/98
200	M.J. NEE		12/28/98	01/26/99	07/01/03		12/28/98
201	S.M. TEZINE		12/29/98	01/26/99	07/01/03		12/29/98
202	KEITH S. LINCOLN		12/30/98	01/26/99	07/01/03		12/30/98
203	E.P. CAIRNS		12/30/98	01/26/99	07/01/03		12/30/98
204	R.D. PIETREFETTA		12/30/98	01/26/99	07/01/03		12/30/98
205	T. CRUZ	MGM	07/05/96	10/27/99	07/01/03		07/05/96
206	N. BUNICK		12/18/96	10/27/99	07/01/03		12/18/96
207	C. OGBUIKE	ENG	12/19/96	10/27/99	07/01/03		12/19/96

**MASSACHUSETTS BAY COMMUTER RAILROAD
PASSENGER TRAINMEN SENIORITY ROSTER 2014**

REVISED 04-30-2014		STATUS	ENTERED	TRAIN	MBCR	PRIOR	VACTAION
RANK	EMPLOYEE		SERVICE	SERVICE	DATE	RIGHTS	ELIGIBILITY DATE
208	J. WELLS		03/04/97	10/27/99	07/01/03		03/04/97
209	C.B. HIGGINS		05/01/97	10/27/99	07/01/03		05/01/97
210	A. CRAVEN	ENG	06/09/97	10/27/99	07/01/03		06/09/97
211	W.F. LYONS		07/26/89	10/27/99	07/01/03		07/26/89
212	K. FLYNN		08/05/97	10/27/99	07/01/03		08/05/97
213	R. CAMBRAY		08/07/97	10/27/99	07/01/03		08/07/97
214	S. SOUSA		07/29/98	10/27/99	07/01/03		07/29/98
215	RANDY MORGAN		07/31/98	10/27/99	07/01/03		07/31/98
216	P. WATSON	ENG	07/31/98	10/27/99	07/01/03		07/31/98
217	L.K. FLOCKTON		02/17/99	10/27/99	07/01/03		02/17/99
218	SHEILA L. SCOTT		02/17/99	10/27/99	07/01/03		02/17/99
219	T. LOPES, Jr.		05/17/99	05/17/99	07/01/03		05/17/99
220	R.A. SHEPHERD		06/10/99	06/29/99	07/01/03		06/10/99
221	RUTH E. RODGERS		06/14/99	06/29/99	07/01/03		06/14/99
222	A.L.CHIN		06/18/99	06/29/99	07/01/03		06/18/99
223	A. FLATTES	ENG	09/05/00	09/27/00	07/01/03		09/05/00
224	MICHAEL WARD		09/06/00	09/27/00	07/01/03		09/06/00
225	SHERRY SCOTT		09/06/00	09/27/00	07/01/03		09/06/00
226	FREDERICK BLATCHFORD, III		09/06/00	09/27/00	10/10/05		09/06/00
227	C. LaSALLE		09/13/00	09/27/00	07/01/03		09/13/00
228	D.E. MONTANI		10/10/00	11/01/00	07/01/03		10/10/00
229	MARK D. HALL		10/12/00	11/01/00	07/01/03		10/12/00
230	SEAN M. MAHONEY	ENG	10/12/00	11/01/00	07/01/03		10/12/00
231	D. J. PYTKO III		10/13/00	11/01/00	07/01/03		10/13/00
232	G.D. CHESLEY		10/17/00	11/01/00	07/01/03		10/17/00
233	LARA McMILLAN	ENG	03/13/01	04/09/01	07/01/03		03/13/01
234	DAVID CONNOLLY		03/14/01	04/09/01	07/01/03		03/14/01
235	CARL PARENT		03/19/01	04/09/01	07/01/03		03/19/01
236	RODNEY DIAS		03/29/01	04/09/01	07/01/03		03/29/01
237	J. BROADY	ENG	08/27/01	09/17/01	07/01/03		08/27/01
238	K. FISHER		08/28/01	09/17/01	07/01/03		08/28/01
239	MICHAEL J. MORRISON	ENG	08/28/01	09/17/01	07/01/03		08/27/01
240	C. EVANS		08/28/01	09/17/01	07/01/03		08/28/01
241	S. ADHIKARI-BADAL		08/30/01	09/17/01	07/01/03		08/30/01
242	R. CARPINTERO		08/30/01	09/17/01	07/01/03		08/31/01
243	WALTER WHITE	ENG	08/31/01	09/17/01	07/01/03		09/04/01
244	J.J. FORTIER	ENG	09/04/01	09/17/01	07/01/03		09/04/01
245	T. STOKLEY		11/12/01	11/26/01	07/01/03		11/12/01
246	COREY DIAS		11/12/01	11/26/01	07/01/03		11/12/01
247	V. JEAN		11/12/01	11/26/01	07/01/03		11/12/01
248	D. LANGLEY	MGM	11/13/01	11/26/01	07/01/03		11/13/01
249	M. BOUDREAU		11/14/01	11/26/01	07/01/03		11/14/01
250	J. ARICO		11/15/01	11/26/01	07/01/03		11/15/01
251	C. ABBATE		11/15/01	11/26/01	07/01/03		11/15/01
252	S.L. McNULTY		12/14/00	06/17/02	07/01/03		12/14/00
253	MICHAEL P. HALEY		09/20/00	06/18/02	07/01/03		09/20/00
254	BRENDAN W. SCOTT		07/06/00	07/15/02	07/01/03		07/06/00
255	B. PAQUETTE	ENG	06/27/02	07/15/02	07/01/03		06/27/02
256	D. ROULEAU	ENG	06/27/02	07/15/02	07/01/03		06/27/02
257	R.C. VAZ		06/28/02	07/15/02	07/01/03		06/28/02
258	R.L. RICHARDSON		10/08/97	11/18/02	07/01/03		10/08/97
259	P.L. AIKEN		10/24/02	11/18/02	07/01/03		10/24/02

**MASSACHUSETTS BAY COMMUTER RAILROAD
PASSENGER TRAINMEN SENIORITY ROSTER 2014**

REVISED 04-30-2014		STATUS	ENTERED SERVICE	TRAIN SERVICE	MBCR DATE	PRIOR RIGHTS	VACTAION ELIGIBILITY DATE
RANK	EMPLOYEE						
260	S. McLANEY		10/25/02	11/18/02	07/01/03		10/25/02
261	E.J. ZEROFSKI		10/25/02	11/18/02	07/01/03		10/25/02
262	P. TOMASSINI		10/25/02	11/18/02	07/01/03		10/25/02
263	N. RODRIGUEZ		10/28/02	11/18/02	07/01/03		10/28/02
264	JAMES G. O'REILLY		10/28/02	11/18/02	07/01/03		10/28/02
265	J. A. CAERAN		10/28/02	11/18/02	07/01/03		09/20/00
266	J. BIAGIONI		10/28/02	11/18/02	10/27/03		10/28/02
267	B. PAYNE	ENG	10/14/03	10/27/03	10/27/03		10/28/02
268	M.M. WOODS	ENG	10/15/03	10/27/03	10/27/03		10/14/03
269	C. McMAHON		10/15/03	10/27/03	10/27/03		10/15/03
270	M. CHAN	ENG	10/16/03	10/27/03	10/27/03		10/15/03
271	A. PALINO	ENG	10/16/03	10/27/03	10/27/03		10/16/03
272	R.E. TONEY		10/17/03	10/27/03	10/27/03		10/17/03
273	J. SLYMAN		10/17/03	10/27/03	10/27/03		10/17/03
274	R.S. BULLOCK, Jr.		10/17/03	10/27/03	07/01/03		10/17/03
275	J. PENNEY		01/08/98	05/24/04	05/24/04		01/08/98
276	L. TAM		05/06/04	05/24/04	05/24/04		05/06/04
277	T. GOODRIDGE		05/06/04	05/24/04	05/24/04		05/06/04
278	R. GOULD	ENG	05/06/04	05/24/04	05/24/04		05/06/04
279	N. VADALA		05/07/04	05/24/04	05/24/04		05/07/04
280	LINDSAY POLISSON		05/07/04	05/24/04	07/01/03		05/07/04
281	JOSEPH KADLICK, III		11/24/99	05/19/04	07/01/03		11/24/99
282	JAMES LASH		09/20/00	05/21/04	06/28/04		09/20/00
283	LAMONTE FRAZIER		05/21/04	06/28/04	06/28/04		05/21/04
284	TYLER WOODWARD		05/21/04	06/28/04	06/28/04		05/21/04
285	C. McMANUS		05/21/04	06/28/04	06/28/04		05/21/04
286	S.F. KRAMER		06/02/04	06/28/04	06/28/04		06/02/04
287	KEITH R. PARENT		06/07/04	06/28/04	12/13/04		06/07/04
288	YONG JIAN REN		12/02/04	12/13/04	12/13/04		12/02/04
289	MICHAEL DARCY		12/02/04	12/13/04	12/13/04		12/02/04
290	MARTIN MUSCATO, Sr.		12/02/04	12/13/04	12/13/04		12/02/04
291	KAREN HETNAR		12/02/04	12/13/04	04/25/05		12/02/04
292	R. VERGE		04/13/05	04/25/05	04/25/05		04/13/05
293	JAMES MARQUIS		04/13/05	04/25/05	04/25/05		04/13/05
294	J. CLANCEY	ENG	04/15/05	04/25/05	02/15/06		04/15/05
295	J.D. HENNESSEY	ENG	01/12/06	02/15/06	02/15/06		02/09/06
296	ANTHONY D'AMBROSIO, JR.		01/13/06	02/15/06	02/15/06		02/08/06
297	R. LO	ENG	02/06/06	02/15/06	02/15/06		02/06/06
298	ADAM RINES	ENG	02/07/06	02/15/06	02/15/06		02/08/06
299	TIMOTHY LEAHY		02/08/06	02/15/06	08/02/04		08/02/04
300	DALE F. STREIN		08/02/04	06/26/06	03/14/05		03/14/05
301	JERRELL STEPHNEY	ENG	03/14/05	06/26/06	06/26/06		06/08/06
302	MELANIE RINES	ENG	06/08/06	06/26/06	06/26/06		06/09/06
303	CHRISTOPHER LEAMAN		06/09/06	06/26/06	06/26/06		06/12/06
304	XUJIAN REN		06/12/06	06/26/06	06/26/06		06/12/06
305	JOHN SMITH	ENG	06/12/06	06/26/06	06/13/05		11/06/06
306	SCOTT KEMMETT		06/13/05	11/06/06	06/13/05		09/26/05
307	HERBERT BACCHUS		06/13/05	10/30/06	10/16/06		10/16/06
308	DAVE STEVENSON		10/16/06	10/30/06	10/17/06		10/17/06
309	STEVEN GUERINO		10/17/06	10/30/06	10/31/06		10/31/06
310	ELON PARSON	ENG	10/31/06	11/06/06	11/01/06		11/01/06

**MASSACHUSETTS BAY COMMUTER RAILROAD
PASSENGER TRAINMEN SENIORITY ROSTER 2014**

REVISED 04-30-2014			ENTERED	TRAIN	MBCR	PRIOR	VACTAION
RANK	EMPLOYEE	STATUS	SERVICE	SERVICE	DATE	RIGHTS	ELIGIBILITY
							DATE
311	HENSLEY JEAN	ENG	11/01/06	11/06/06	11/01/06		11/01/06
312	CURTIS WILLIAMS		11/01/06	11/06/06	11/03/06		11/03/06
313	CHRYSTAL DESROUCHES		11/03/06	11/06/06	06/13/05		06/13/05
314	KATIE KUCHLEWSKI	ENG	06/13/05	01/17/07	06/13/05		06/13/05
315	JEFFREY MELONE		06/13/05	01/17/07	01/04/07		01/04/07
316	MICHAEL JONES		01/04/07	01/17/07	01/08/07		01/08/07
317	GABRIEL GRABAU	ENG	01/08/07	01/17/07	01/08/07		01/08/07
318	KAHARI GREENE	ENG	01/08/07	01/17/07	01/09/07		01/09/07
319	GERARDO RODRIGUEZ		01/09/07	01/17/07	07/01/03		09/20/00
320	SEAN MCCANN		09/20/00	06/21/07	07/28/03		06/11/07
321	DERRICK SEELEY		06/06/07	06/21/07	06/08/07		06/08/07
322	DEREK QUARANTO		06/08/07	06/21/07	06/11/07		06/11/07
323	CHERYL ROUSSEAU		06/11/07	06/21/07	06/11/07		06/11/07
324	VICKY HAYHURST	ENG	06/11/07	06/21/07	06/11/07		06/11/07
325	JAMIE DUPES	MGM	06/12/07	06/21/07	06/12/07		06/12/07
326	RICHARD O'LEARY		06/12/07	06/21/07	10/17/07		10/17/07
327	ELEANOR HEITZ		03/13/06	10/22/07	10/18/07		03/13/06
328	JONATHAN SPENCER		08/24/06	10/22/07	10/15/07		10/15/07
329	DAVID GOOKIN	ENG	10/15/07	10/22/07	10/15/07		10/15/07
330	DEVIN JOHNSON		10/15/07	10/22/07	10/16/07		10/16/07
331	KEVIN BRITTO		10/16/07	10/22/07	10/16/07		10/16/07
332	JOY PHOENIX		10/16/07	10/22/07	10/17/07		10/17/07
333	BELMIRO FERNANDES		10/17/07	10/22/07	10/17/07		10/17/07
334	JOHN OLIVER		10/17/07	10/22/07	10/17/07		10/17/07
335	STEPHANIE TSE		10/17/07	10/22/07	10/17/07		10/17/07
336	MATTHEW BALL		10/17/07	10/22/07	10/18/07		10/18/07
337	TAO-XU YE		10/18/07	10/22/07	10/18/07		10/18/07
338	MO DANG	ENG	10/18/07	10/22/07	10/19/07		10/19/07
339	LISA MESSENGER		10/19/07	10/22/07	10/19/07		10/19/07
340	CHRISTOPHER GADINHO		01/11/08	01/22/08	01/15/08		01/15/08
341	MARCIN KISZ		01/15/08	01/22/08	01/15/08		01/15/08
342	FAITH JOHNSON	ENG	01/15/08	01/22/08	01/16/08		01/16/08
343	THEODORE HARDMON		01/16/08	01/22/08	01/16/08		01/16/08
344	JENNIFER LECZYNSKI		01/16/08	01/22/08	01/16/08		01/16/08
345	MICHELLE ZEWIEY		01/16/08	01/22/08	01/17/08		01/17/08
346	FRANCIS SPRING		01/17/08	01/22/08	01/18/08		01/18/08
347	CHARLES HAYMON		01/18/08	01/22/08	01/18/08		01/18/08
348	CORY MONIZ		01/18/08	01/22/08	05/21/07		05/21/07
349	DAVID McNAMARA		05/21/07	05/19/08	05/08/08		05/08/08
350	CONOR REYNOLDS		05/08/08	05/19/08	05/09/08		05/09/08
351	KEITH WETTERSKOG		05/09/08	05/19/08	05/09/08		05/09/08
352	DONALD DAVIS		05/09/08	05/19/08	05/09/08		05/09/08
353	BRIAN FAHEY		05/09/08	05/19/08	05/09/08		05/09/08
354	RYAN CARROLL		05/09/08	05/19/08	05/09/08		05/09/08
355	WILLIAM HOEY	ENG	05/09/08	05/19/08	05/09/08		05/09/08
356	ANDREW ZOLL		05/09/08	05/19/08	05/09/08		05/09/08
357	GRZEGORZ KISZ		05/09/08	05/19/08	05/12/08		05/12/08
358	JOSE SOTO		05/12/08	05/19/08	05/12/08		05/12/08
359	CRYSTAL HARRIS		05/12/08	05/19/08	05/12/08		05/12/08
360	LISA LE	MGM	05/12/08	05/19/08	05/12/08		05/12/08
361	ISAIAS CABRERA		05/12/08	05/19/08	05/13/08		05/13/08
362	DANIEL BALLOU		05/13/08	05/19/08	05/13/08		05/13/08

**MASSACHUSETTS BAY COMMUTER RAILROAD
PASSENGER TRAINMEN SENIORITY ROSTER 2014**

REVISED 04-30-2014		STATUS	ENTERED	TRAIN	MBCR	PRIOR	VACTAION
RANK	EMPLOYEE		SERVICE	SERVICE	DATE	RIGHTS	ELIGIBILITY DATE
363	JEFF LaFRANCE		06/11/07	05/19/08	06/11/07		06/11/07
364	TROY THORNTON		06/11/07	10/06/08	06/11/07		09/22/08
365	DAVID GREELEY		09/22/08	10/06/08	09/23/08		09/23/08
366	SANDRA LOPES		09/23/08	10/06/08	09/23/08		09/23/08
367	CRAIG LANDGRAF		09/23/08	10/06/08	09/23/08		09/23/08
368	PETER GRASSA		09/23/08	10/06/08	09/24/08		09/24/08
369	TRAVIS SCAPPACE	ENG	09/24/08	10/06/08	09/24/08		09/24/08
370	TIMOTHY MCPHERSON		09/24/08	10/06/08	09/24/08		09/24/08
371	MATTHEW ALLEN	ENG	09/24/08	10/06/08	09/24/08		09/24/08
372	BLAINE GARCIA		09/24/08	10/06/08	09/24/08		09/24/08
373	MATTHEW SMITH		09/24/08	10/06/08	09/24/08		09/24/08
374	JOSE RIVERA		09/24/08	10/06/08	09/24/08		09/24/08
375	ROBERT CHIAMPA		09/25/08	10/06/08	09/26/08		09/26/08
376	ISIS RODRIGUEZ		09/26/08	10/06/08	09/26/08		09/26/08
377	DANIEL PACHECO	ENG	09/26/08	10/06/08	10/06/08		10/06/08
378	CHRISTOPHER SOUSA		10/06/08	10/06/08	10/06/08		10/06/08
379	VANESSA LY		10/02/09	10/19/09	10/02/09		10/02/09
380	CHELSEA CARR	ENG	10/02/09	10/19/09	10/02/09		10/02/09
381	JONATHAN TOLMAN		10/02/09	10/19/09	10/02/09		10/02/09
382	BRUCE DUDA		10/06/09	10/19/09	10/06/09		10/06/09
383	RICHARD PETTINELLI		10/07/09	10/19/09	10/07/09		10/07/09
384	JOHN FOLAN		10/07/09	10/19/09	10/07/09		10/07/09
385	ROBERT RONQUILLO		10/08/09	10/19/09	10/08/09		10/08/09
386	MICHAEL HOWARD	ENG	10/09/09	10/19/09	10/09/09		10/09/09
387	C. HANNIGAN		11/25/09	12/03/09	11/25/09		11/25/09
388	KAREN MORRISSEY		11/18/08	08/16/10	11/18/08		11/18/08
389	KATE GREELEY		07/21/10	08/16/10	07/21/10		07/21/10
390	DANNY HERNANDEZ		07/22/10	08/16/10	07/22/10		07/22/10
391	CHRISTOPHER ROSE		07/22/10	08/16/10	07/22/10		07/22/10
392	ALBERTO RODRIQUEZ		07/22/10	08/16/10	07/22/10		07/22/10
393	JOHN MADDEN .		07/22/10	08/16/10	07/22/10		07/22/10
394	THOMAS BOOTH	ENG	07/23/10	08/16/10	07/23/10		07/23/10
395	JAMES D, O'REILLY		07/23/10	08/16/10	07/23/10		07/23/10
396	DAVID CHIN		07/23/10	08/16/10	07/23/10		07/23/10
397	PATRICIA SULLIVAN		07/23/10	08/16/10	07/23/10		07/23/10
398	PATRICK O'TOOLE		07/26/10	08/16/10	07/26/10		07/26/10
399	BRANDON BARLOW	ENG	07/28/10	08/16/10	07/28/10		07/28/10
400	CYNTHIA LANYON		07/28/10	08/16/10	07/28/10		7/28/10
401	MATTHEW BURKE		07/30/10	08/16/10	07/30/10		7/30/10
402	JAMAR BYRD		08/02/10	08/16/10	08/02/10		8/2/10
403	SCOTT BURNS		08/03/10	08/16/10	08/03/10		8/3/10
404	WAYNE MARX Jr.		08/03/10	08/16/10	08/03/10		8/3/10
405	MICHAEL FOOTE		08/03/10	08/16/10	08/03/10		8/3/10
406	JAMES LINCOLN		08/27/07	06/20/11	08/27/07		6/20/11
407	JAMESON DAVID CORDEIRO		11/15/08	06/20/11	11/15/08		6/20/11
408	AMBER BRIDES		07/17/06	07/11/11	07/17/06		6/23/11
409	JEPHTHE CHERY		12/07/09	07/11/11	12/07/09		7/1/11
410	MICHAEL GREENE		03/01/10	07/11/11	03/01/10		6/22/11
411	MYLES KELLY		06/22/11	07/12/11	06/22/11		6/22/11
412	MICHAEL WOODWARD		06/22/11	07/11/11	06/22/11		6/22/11
413	DAVE BLANCHARD		06/22/11	07/11/11	06/22/11		6/22/11
414	BRYAN CADOGAN		06/23/11	07/11/11	06/23/11		6/23/11

**MASSACHUSETTS BAY COMMUTER RAILROAD
PASSENGER TRAINMEN SENIORITY ROSTER 2014**

REVISED 04-30-2014		STATUS	ENTERED SERVICE	TRAIN SERVICE	MBCR DATE	PRIOR RIGHTS	VACTAION ELIGIBILITY DATE
RANK	EMPLOYEE						
415	ADAN COUTURE		06/23/11	07/11/11	06/23/11		6/23/11
416	BRIAN FERNALD		06/23/11	07/11/11	06/23/11		6/23/11
417	TRACY NEAULT		06/24/11	07/11/11	06/24/11		6/24/11
418	DANIEL RUBINE		06/24/11	07/11/11	06/24/11		6/24/11
419	BRENDAN MCDONOUGH		06/24/11	07/11/11	06/24/11		6/24/11
420	MIKE HURLEY jr.		06/24/11	07/11/11	06/24/11		6/24/11
421	DAVID CHARDO		06/24/11	07/11/11	06/24/11		6/24/11
422	ROSS KOL		06/29/11	07/11/11	06/29/11		6/29/11
423	MICHELLE PARKER		6/30/2011	7/11/2011	6/30/2011		6/30/11
424	JOHN GRADY		06/30/11	07/11/11	06/30/11		6/30/11
425	MELISSA POLMAN		09/20/10	01/09/12	09/20/10		9/20/10
426	RICHARD METRICK		11/16/11	01/09/12	11/16/11		11/16/11
427	HAIK SELIAN		11/17/11	01/09/12	11/17/11		11/17/11
428	CHERMION LAWSON		11/18/11	01/09/12	11/18/11		11/18/11
429	TIM HAZELTON		11/18/11	01/09/12	11/18/11		11/18/11
430	FRANCIS WILLIAMS		11/18/11	01/09/12	11/18/11		11/18/11
431	BRYAN FITZPATRICK		11/18/11	01/09/12	11/18/11		11/18/11
432	NEKOME YARD		11/21/11	01/09/12	11/21/11		11/21/11
433	ANTHONY LAVENTURE		11/21/11	01/09/12	11/21/11		11/21/11
434	HOA NGUYEN		11/22/11	01/09/12	11/22/11		11/22/11
435	DAN LAUZON		11/22/11	01/09/12	11/22/11		11/22/11
436	ED REARDON		11/22/11	01/09/12	11/22/11		11/22/11
437	MICHAEL MALIAWCO		11/28/11	01/09/12	11/28/11		11/28/11
438	BOWDEN RUSSELL		11/28/11	01/09/12	11/28/11		11/28/11
439	SHANNON BROWN		12/01/11	01/09/12	12/01/11		12/01/11
440	VINCENT SU		12/02/11	01/09/12	12/02/11		12/02/11
441	BRENDON HANLON		12/07/11	01/09/12	12/07/11		12/07/11
442	BENJAMIN HENSLEY		12/29/11	01/09/12	12/29/11		12/29/11
443	MARYANNE TORRES		07/06/11	12/27/12	07/06/11		12/07/12
444	PORCHA LEWIS		12/03/12	12/27/12	12/03/12		12/03/12
445	MATTHEW MAGUIRE		12/04/12	12/27/12	12/04/12		12/04/12
446	HARRY LOUIE		12/04/12	12/27/12	12/04/12		12/04/12
447	LEE FERNANDES		12/04/12	12/27/12	12/04/12		12/04/12
448	BRANDON SUPITKOWSKY		12/04/12	12/27/12	12/04/12		12/04/12
449	DONALD DAVID		12/05/12	12/27/12	12/05/12		12/05/12
450	KARINA BROOMSTEIN		12/06/12	12/27/12	12/06/12		12/06/12
451	RORY BALLOU		12/06/12	12/27/12	12/06/12		12/06/12
452	DENISE GOMEZ		12/06/12	12/27/12	12/06/12		12/06/12
453	SHANTE HEYWOOD-DORTCH		12/06/12	12/27/12	12/06/12		12/06/12
454	TODD MCKENNA		12/07/12	12/27/12	12/07/12		12/07/12
455	MATT SMALL		12/07/12	12/27/12	12/07/12		12/07/12
456	SCOTT DOW		12/07/12	12/27/12	12/07/12		12/07/12
457	BRIAN COUGHLIN		12/07/12	12/27/12	12/07/12		12/07/12
458	JAMAL SAUNDERS		12/07/12	12/27/12	12/07/12		12/07/12
459	MICHAEL KWASNY		12/07/12	12/27/12	12/07/12		12/07/12
460	MATTHEW CONNOLLY		12/12/12	12/27/12	12/12/12		12/12/12
461	NAJEE ABDUL-BASEER		12/12/12	12/27/12	12/12/12		12/12/12
462	SHEBY CIME		12/14/12	12/27/12	12/14/12		12/14/12
463	ERIC SALES		11/17/08	05/14/13	11/17/08		11/17/08
464	DE-YONMAN NELSON		03/14/12	05/14/13	06/17/13		06/17/13
465	MIKE O'NEIL		06/17/13	05/14/13	06/17/13		06/17/13
466	WENDELL DELK		06/17/13	05/14/13	06/17/13		06/17/13

**MASSACHUSETTS BAY COMMUTER RAILROAD
PASSENGER TRAINMEN SENIORITY ROSTER 2014**

REVISED 04-30-2014			ENTERED	TRAIN	MBCR	PRIOR	VACTAION
RANK	EMPLOYEE	STATUS	SERVICE	SERVICE	DATE	RIGHTS	ELIGIBILITY
							DATE
467	MICHAEL QUINTANA		06/17/13	05/15/13	06/17/13		06/17/13
468	NANCY LE		06/17/13	05/15/13	06/17/13		06/17/13
469	PATRICK CORSO		06/17/13	05/15/13	06/17/13		06/17/13
470	SEAN KELLEY		06/17/13	05/15/13	06/17/13		06/17/13
471	CHRISTOPHER FORTIER		06/17/13	05/16/13	06/17/13		06/17/13
472	NICHOLAS KANE		06/17/13	05/16/13	06/17/13		06/17/13
473	DENISE PINEDA		06/17/13	05/16/13	06/17/13		06/17/13
474	KENNETH YUEN		06/17/13	05/17/13	06/17/13		06/17/13
475	EMANUAL COUNCIL		06/17/13	05/17/13	06/17/13		06/17/13
476	KAITLYN HOBSON		07/25/12	11/12/13	07/25/12		07/25/12
477	VICTORIA JOYCE		12/16/2013	11/12/13	12/16/13		12/16/2013
478	GREG. NUNEZ		12/16/2013	11/12/13	12/16/13		12/16/2013
479	JASON LOPES		12/16/2013	11/13/13	12/16/13		12/16/2013
480	DORA SEAVER		12/16/2013	11/13/13	12/16/13		12/16/2013
481	JENNIE CABRERA		12/16/2013	11/14/13	12/16/13		12/16/2013
482	JOHN SHEPPECK		12/16/2013	11/14/13	12/16/13		12/16/2013
483	ROBERT CURLEY		12/16/2013	11/14/13	12/16/13		12/16/2013
484	JERMAINE REESE		12/16/2013	11/14/13	12/16/13		12/16/2013
485	ANTONINETTE JOHNSON		12/16/2013	11/15/13	12/16/13		12/16/2013
486	WILLIAM GOULD		12/16/2013	11/15/13	12/16/13		12/16/2013
487	CHRISTOPHER STEWART		12/16/2013	11/15/13	12/16/13		12/16/2013
488	RYAN OLIVER		12/16/2013	11/15/13	12/16/13		12/16/2013
489	SHANE KEEGAN		12/16/2013	11/15/13	12/16/13		12/16/2013
490	GREGORY LOHNES		12/16/2013	11/15/13	12/16/13		12/16/2013
491	RICHARD BOWES		12/16/2013	11/15/13	12/16/13		12/16/2013
492	CHRISTOPHER ROSSI		12/16/2013	12/03/13	12/16/13		12/16/2013
493	JENNIFER MACHADO		12/16/2013	12/03/13	12/16/13		12/16/2013

DISABILITY LIST BLE/UTU 2014

JAMES M. LANKFORD, Jr.	Disability	05/27/69	06/02/77	07/01/03	BM SYS	05/27/69
R.A. GOMES	Disability	08/11/69	07/01/77	07/01/03	BDS	08/11/69
F.B. BLATCHFORD, Jr.	Disability	02/01/71	07/01/77	07/01/03	BDS	02/01/71
DAMON P. ALLEN	Disability	08/20/75	01/29/79	07/01/03	BM SYS	08/20/75
T.J. WRIGHT	Disability	02/09/73	01/29/79	07/01/03	BM SYS	02/09/73
G RAYNOR	Disability	03/13/79	11/06/81	07/01/03	BM SYS	03/13/79
K.N. DURAND	Disability	09/13/74	04/16/84	07/01/03	BM SYS	09/13/74
DANIEL J. CURRAN	Disability	07/20/68	05/10/79	07/01/03		04/17/78
D.P. LEAVITT	Disability	09/01/78	05/04/88	07/01/03		09/01/78
J.D. CONSTANTINEAU	Disability	09/28/76	06/02/88	07/01/03		09/28/76
CHARLES L. McMILLAN	Disability	09/02/77	06/05/78	07/01/03	BM SYS	09/02/77
GEORGE D. MORRISON, Jr.	Disability	07/06/76	02/11/87	07/01/03		07/06/76
KENNETH J. TAYLOR	Disability	08/24/84	08/24/84	07/01/03		08/24/84
ROBERTA M. RING	Disability	09/20/85	04/28/87	07/01/03		09/20/85
JOLEE ZOLA	Disability	12/17/87	01/04/88	07/01/03		12/17/87
PAUL. K. RYAN	Disability	10/20/88	10/20/88	07/01/03		10/20/88
A. J. PETRILLO	Disability	06/26/90	06/26/90	07/01/03		06/26/90
C.P. DUNN	Disability	06/03/94	05/20/96	07/01/03		06/03/94
D.J. BROWN	Disability	12/19/96	10/27/99	07/01/03		12/19/96

ATTACHMENT C

AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS

Please Print or Type All Information

Employee's Name (Last, First, Middle Initial): _____

Employee's Badge Number: _____

Employee's Current Home Address: _____

In connection with the transition of my employment from Massachusetts Bay Commuter Railroad Company LLC ("MBCR") to Keolis Commuter Services LLC ("Keolis"), I hereby authorize MBCR to disclose, make available and/or release to Keolis (including, as necessary, Keolis's agents, representatives, consultants and vendors) and/or the Massachusetts Bay Transportation Authority ("MBTA") the following information:

(1)

- (a) **Name and employee number/badge number and ID photo;**
- (b) **Home address and telephone number;**
- (c) **Marital Status, Veteran Status, Disability Status, Student Status, Gender, Ethnicity;**
- (d) **Date of hire** (both with MBCR and on MBTA Commuter Rail, if available);
- (e) **Date of birth, Height, Weight;**
- (f) **I-9 Information, Alien/Visa/Passport Information;**
- (g) **MBCR job position** (including my current position/classification and status as "Active" or "Inactive");
- (h) **Training history** including FRA required training and FRA certification records;
- (i) **Compensation information** (including my rate(s) of pay, exemptions and deductions and standard weekly adjustments to my base pay such as Railroad Retirement Board, wage garnishments, attachments and other orders);
- (j) **Benefit information** (including my current 401K enrollment selections, contributions, loans and deductions, FSA-Dependent Health Care, and my current health and welfare benefits and enrollment selections and deductions);
- (k) **Emergency Contact Information**
- (l) **Financial information** (including my direct deposit election and banking information);
- (m) **FMLA, medical leave information;**
- (n) **Drug and alcohol testing information** (including the date and results of my last drug and alcohol test and result)
- (o) **Drivers License information** (for operators of company vehicles); and

- (2) Any of my other potentially confidential or private information under the Massachusetts Privacy Act, M.G.L. c. 214, § 1B, the Massachusetts Data Protection Law, M.G.L. c. 93H, the Americans with Disabilities Act, 42 U.S.C. § 12101, and the Health Insurance Portability and Accountability Act, 42 U.S.C. § 300gg concerning my employment that MBCR maintains, that MBCR deems reasonably necessary to provide to Keolis and/or MBTA in connection with the transition of my employment.

I voluntarily agree to release the above information.

Employee Signature

Dated: _____

ATTACHMENT D

MBTA letters and agreement



David T. Mitrou
General Counsel & Dir. – Labor Affairs
David.Mitrou@keolis.com
617-849-7971

May 9, 2014

Paige Scott Reed, Esq.
General Counsel
MBTA
10 Park Plaza
Boston, MA 02116

**Re: Commuter Rail Operating Agreement Contract No. 159-12
Side Letter No. 1**

Dear Ms. Scott Reed:

This **Side Letter No. 1** to Commuter Rail Operating Agreement Contract No. 159-12 ("Operating Agreement") memorializes the agreement of the Massachusetts Bay Transportation Authority ("MBTA") and Keolis Commuter Services, LLC ("Keolis") concerning the implementation of certain benefits accrued and vested before the Agreement Services Commencement Date ("ASCD"), all as specified below (collectively, the "Accrued Benefits") of former MBCR employees who will as of July 1, 2014 become employees of Keolis; who have taken early retirement from MBCR and are eligible for Gap Insurance (as defined below); or who are on disability and are eligible for medical insurance. Upon the MBTA's execution below, it is agreed and intended that this Side Letter No. 1 will serve as an amendment and modification to the Operating Agreement as governed by Section 42 (Modifications) of the Operating Agreement.

WHEREAS the parties hereto wish to assure the continuity of the payments, benefits, and programs described in this Side Letter No. 1 to all affected employees; and

WHEREAS, subject to the limitations below, the parties hereto wish to assure that Keolis is reimbursed by the MBTA for costs incurred in pursuit of this objective;

Keolis and MBTA agree as follows:

This Side Letter No. 1 confirms that Keolis will honor MBCR's current and anticipated obligations with respect to the Accrued Benefits to the extent not timely honored or discharged by MBCR. Keolis shall have no obligation to employees or former employees arising under this Side Letter No. 1 for any Accrued Benefits timely paid out by MBCR prior to or after the termination of its Operating Agreement, and the MBTA assumes no obligations to Keolis with respect to any such Accrued Benefits paid out by MBCR. At such time as Keolis incurs costs with respect to Accrued Benefits, MBTA agrees to promptly reimburse those direct costs without any offset to sums due under the Operating Agreement. Specifically, the Accrued Benefits and the direct costs (without any additional fees or costs) to be reimbursed are the following:

470 Atlantic Avenue, 3rd Floor
Boston, MA 02210
617-849-7977
www.KeolisCS.com

Side Letter No. 1

1. Gap Insurance: Health Insurance premiums and/or costs of self-insurance that Keolis pays for coverage commencing on the ASCD on behalf of former MBCR employees age 60 or over who have taken or take early retirement prior to the ASCD and who are currently receiving or, with respect to employees who retire between the date of this letter and June 30, 2014, are eligible to receive gap insurance from MBCR until each such employee reaches age 65. ("Gap Insurance").
2. Vacation: The costs of any wages and payroll taxes for vacation earned by former MBCR employees in calendar 2013 and not taken in 2014 prior to the agreement services commencement date ("2013 Vacation Accruals"). Keolis will honor its obligations with respect to 2013 Vacation Accruals by allowing MBCR employees that Keolis employs to take vacation and to be paid at their then current wage rates. It is not anticipated that Keolis will be paying employees to cash out these benefits, except upon termination of the employee's employment by Keolis.
3. Sick, Personal and Bank Time: The costs of any wages and payroll taxes for sick leave, personal leave, "bank time" and any other paid leave that was accrued or earned (and not forfeited or discharged in accordance with the terms of any implementing or collective bargaining agreement with MBCR or Keolis, or other employment terms or policy with respect to non-represented employees) but not taken by former MBCR employees prior to the ASCD. In accordance with any applicable implementing or collective bargaining agreements with Keolis, Keolis will honor these benefits by either allowing employees to take accrued leave at their then current wage rates or, to the extent permitted under such agreements and any MBCR collective bargaining agreement or other employment terms or policy with respect to non-represented employees, paying employees to cash out all or a portion of these accrued benefits.
4. Disability Payments: Health insurance premiums and/or costs of self-insurance for former MBCR employees on disability prior to the ASCD, until the earlier of such time as such benefits would cease in accordance with the terms of any MBCR collective bargaining agreement or other employment terms or policy with respect to non-represented employees, or such employees are employed and return to work for Keolis, if at all.

It is agreed and understood by the parties hereto that Keolis will pay the cost of these benefits to former MBCR employees in reliance upon MBTA's representation that these direct costs will be promptly reimbursed upon submitting an appropriate invoice and backup documentation without any offset to sums due under the Operating Agreement. Nothing in this Side Letter No. 1 shall be construed as making Keolis a successor to MBCR's collective bargaining agreements.

It is agreed and understood by the parties hereto that Keolis, as previously committed, will recognize and provide at its sole cost and expense the paid vacation benefit and any other benefits accrued by active MBCR employees hired by Keolis during the 2014 calendar year (including but not limited to the period January 1st – June 30th), but exercised by such employees during calendar year 2015, or otherwise becoming due and payable.

Side Letter No. 1

It is understood that MBTA has agreed to assume the financial responsibilities contained in the Side Letter No. 1 as a consequence of MBCR's failure to acknowledge and assume these responsibilities, which MBTA asserts are properly allocable to MBCR under its current Amended and Restated Operating Agreement with MBCR. Keolis will cooperate with the MBTA, including but not limited to the provision of information the MBTA deems necessary, in connection with any MBTA effort to recoup from MBCR any payments made to Keolis pursuant to this Side Letter No. 1.

If this properly reflects our agreement, please sign and return one of the duplicate copies of this letter.

Sincerely,



David T. Mitrou
Keolis Commuter Services, LLC
General Counsel &
Director - Labor Affairs

Agreed:



Paige Scott Reed
MBTA
General Counsel



Deval L. Patrick, Governor
Richard A. Davey, MassDOT Secretary & CEO
Beverly A. Scott, Ph.D., General Manager
and Rail & Transit Administrator



June 2, 2014

David T. Mitrou
General Counsel &
Director – Labor Affairs
Keolis Commuter Services, LLC
470 Atlantic Ave
Boston, MA 02210

Dear Mr. Mitrou:

This letter is in response to concerns raised by certain union organizations regarding health and welfare costs in the event Keolis Commuter Services, LLC ("KCS") were to go out of business, declare bankruptcy or otherwise cease to exist.

In addition to the MBTA's other rights and remedies under the Commuter Rail Operating Agreement 159-12, and consistent with the MBTA's rights as set forth in Appendix 2 to Schedule 2 of the Operating Agreement, please take notice that in the event KCS goes out of business, declares bankruptcy or otherwise ceases to exist without making proper financial arrangements, the MBTA would be entitled to draw upon the Performance Guarantees already in place and required under the Operating Agreement (\$20+ million) in order to satisfy the health and welfare costs for the retirees/disabled/long term sick for those KCS or former KCS employees, as the case may be, as of the date that KCS ceases service until such time as KCS would, in the ordinary course of business, no longer have been responsible for such costs.

Thank you.

Sincerely,

Paige Scott Reed
General Counsel—MassDOT and the MBTA



David T. Mitrou
General Counsel & Dir. – Labor Affairs
David.Mitrou@keoliscs.com
617-849-7971

June 4, 2014

Mark B. Kenny, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
Amtrak/MBCR/VRE/Caltrain General Committee of
Adjustment
International Brotherhood of Teamsters Rail
Conference
1985 Highway 34, Suite A7A-1, Mailbox 11
Wall, NJ 07719

Dirk Sampson
General Chairman
United Transportation Union
1515 Market Street, Suite 708
Philadelphia, PA 19102

Re: Keolis Commuter Services

Dear Mr. Kenny and Mr. Sampson:

I am writing in response to the concerns you have outlined during the recent implementing agreement negotiations regarding who will pay for certain medical care costs of members of your Organizations currently working for MBCR who may have ongoing health care or treatment at the time of the transition from MBCR to KCS. If I understand your concerns correctly, your members would like confirmation that if someone has a non-work related injury or illness prior to July 1, 2014 which requires continued health care or treatment on or after July 1, 2014, that KCS will pay for such health care or treatment received on or after July 1, 2014.

If I have accurately described the concerns of your members, the answer to this question is "yes." In the event someone has a non-work related injury or illness *prior* to July 1, 2014 which requires continued health care or treatment *on or after* July 1, 2014, KCS (through its Harvard Pilgrim Health Care plan) will pay for for such health care or treatment received on or after July 1, 2014.

To clarify a further concern expressed, for any of your members who will be hired by KCS, to the extent such a member has family members or beneficiaries who were covered by MBCR's Harvard Pilgrim Health Care plan through June 30, 2014, such family/beneficiaries will be covered by the KCS Harvard Pilgrim Health Care plan beginning July 1, 2014, irrespective of the injury or illness status of the union member.

I hope this assurance adequately addresses the concerns of your members and we can move forward with execution of the implementing agreements.

Sincerely,

David T. Mitrou
General Counsel &
Director – Labor Affairs

cc: Gerald Francis

470 Atlantic Avenue, 3rd Floor
Boston, MA 02110
617-849-7977
www.KeolisCS.com

Side Letter No. 1

June 4, 2014

Mr. Dirk Sampson, General Chairman
SMART Transportation Division, GO-769

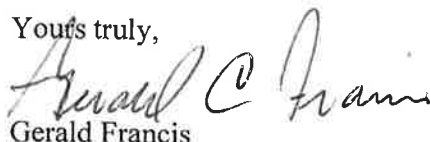
Dear Mr. Sampson:

The Parties agree that Keolis Commuter Services (KCS) will not, during the period July 1, 2014 through June 30, 2016, unilaterally impose significant modifications to the current set of job assignments for Train and Engine Service employees, commonly referred to as "crew runs," in effect in the Boston commuter rail service, unless such changes are mandated by the MBTA, pursuant to a contractual service change notice as specified by the provisions of the MBTA/KCS Commuter Rail Operating Agreement, or by regulatory agencies having jurisdiction over this service.

This side letter contemplates cooperation between the Parties in the process of making any significant changes to these crew runs. Specifically, KCS agrees that it will not attempt to institute any such significant changes as a means of offsetting wage increases during the effective period of this Side Letter No. 1.

This side letter shall be in effect until June 30, 2016.

Yours truly,



Gerald Francis

Acting General Manager

Agreed:


General Chairman, SMART-TD

Side Letter No. 2

June 4, 2014

Mr. Dirk Sampson, General Chairman
SMART Transportation Division, GO-769

Dear Mr. Sampson:

This will confirm that during negotiations of the Implementing Agreement we discussed matters of Safety, Training, Recruitment, Peer Prevention and Critical Incident programs. Both the Organization and KCS emphasized their commitment to continually discuss and improve these disciplines throughout the term of this Agreement.

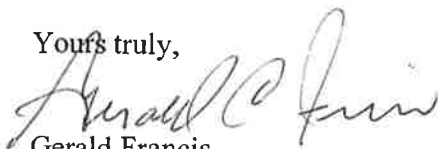
We further recognized and agreed that safety is of the utmost importance to KCS operations. Therefore, the parties agree to mutually work toward the implementation of a comprehensive safety program at the earliest possible date following finalization of the mobilization period, which shall include considering the adoption of FRA's C3RS (Close Call) Program.

The parties also recognized the necessity to develop and maintain effective Passenger Conductor and Assistant Conductor Training Programs, and hereby recognize the value that the Organization provides in that process in terms of input and guidance for the purpose of recruitment and the selection and training of Passenger Conductors and Assistant Conductors.

Finally, we also discussed the Organizations desire for the parties to revisit the issue of seeking an alternative 401-K Plan Administrator. KCS hereby agrees to meet for that purpose within a reasonable time frame following the Commencement Date and assumption of the service.

Nothing in this agreement requires collective bargaining or reaching agreement on these topics by either party. If the foregoing accurately outlines our understanding in these matters, please indicate so by signing in the space provided for that purpose below

Yours truly,



Gerald Francis
Acting General Manager

Agreed:



Dirk A. Sampson
General Chairman, SMART-TD

Side Letter No. 3

June 4, 2014

Dirk A. Sampson
General Chairman
United Transportation Union
1515 Market Street, Suite 708
Philadelphia, PA 19102

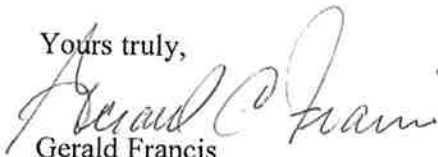
Dear Mr. Sampson:

This has reference to the Implementing Agreement entered into this date between KCS and SMART-TD relating to KCS assuming commuter service operations in Boston on the Commencement Date.

During our negotiations KCS expressed its desire and belief that all employees accepting employment will perform their duties with diligence and in compliance with the rules. Therefore, KCS will not propose to seek or obtain past MBCR discipline records, and agrees that employees will begin their KCS employment with a clean disciplinary slate, except as required by FRA regulations or other applicable law, and the provisions set forth herein in Section 7.

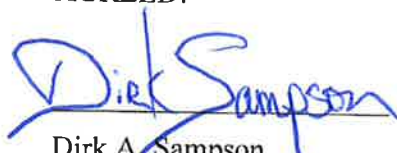
If the foregoing adequately and accurately outlines our understanding in this matter, please indicate so by signing in the space provided for that purpose below.

Yours truly,



Gerald Francis
Acting General Manager

AGREED:



Dirk A. Sampson
General Chairman
SMART Union – TD

Side Letter No. 4

June 4, 2014

Dirk A. Sampson
General Chairman
United Transportation Union
1515 Market Street, Suite 708
Philadelphia, PA 19102

Dear Mr. Sampson:

This has reference to the Implementing Agreement entered into this date between KCS and SMART-TD relating to KCS assuming commuter service operations in Boston on the Commencement Date.

This shall confirm the parties understanding that employees who are in inactive status for the entire KCS application period by reason of sickness, pregnancy, temporary or occupational disability, disciplinary suspension or a dismissal matter currently under appeal with MBCR, will be eligible to complete the employment process and exercise seniority in accordance with paragraph 4 of the Implementing Agreement upon their return to active status.

It is further understood that said employees will be reflected on the Roster of Eligible Employees as if they had been in active status during the application period, and subject to any applicable physical, drug/alcohol test or other customary return to work requirements, the Employee shall be allowed to exercise seniority under the applicable seniority rules in force at the time. The Director of Human Resources and the General Chairman may jointly waive the time limit for submitting executed authorizations for good cause.

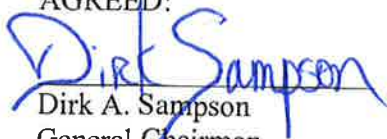
If the foregoing adequately and accurately outlines our understanding in this matter, please indicate so by signing in the space provided for that purpose below.

Yours truly,



Gerald Francis
Acting General Manager

AGREED:



Dirk A. Sampson
General Chairman
SMART Union – TD



Side Letter No. 8 Manpower Shortage

August 11, 2015

Dirk A. Sampson
General Chairman, GO-769
SMART-Transportation Division
1515 Market Street, Suite 708
Philadelphia, PA 19102

Dear Mr. Sampson,

This has reference to our discussion in connection with a manpower shortage at different locations through the system and the use of certified conductors from other railroads that would be interested in working for Keolis.

Due to a continuing shortage of conductors, it was agreed that Keolis would offer to active or furloughed conductors from other railroads enhanced employment opportunities with Keolis at locations where a shortage exists. In consideration of their FRA certification and as an incentive to accept employment with Keolis, the following terms and conditions would apply in connection therewith:

1. Credit of up to five (5) years continuous service toward entry rates.
2. Credit of prior railroad service for vacation purposes to the extent enjoyed on their existing railroad.

Note: For the purposes of 1 above, a break in continuous train service occurs when a conductor has not operated in train service in the twelve (12) months preceding employment by Keolis.

This Agreement may be cancelled by either party with twenty (20) days advance notice. If this properly reflects our understanding, please indicate your concurrence by signing in the space provided below.

A handwritten signature in blue ink that reads "Dirk Sampson". The signature is written over a horizontal line.

I concur
Dirk A. Sampson
General Chairman, GO-769
SMART-Transportation Division

Very truly yours,

A handwritten signature in blue ink that reads "David T. Mitrou". The signature is written over a horizontal line.

David T. Mitrou
General Counsel and
Director of Labor Affairs