

**AGREEMENT**

**BETWEEN**

**THE**

**NATIONAL RAILROAD PASSENGER CORPORATION**  
**(AMTRAK)**

**AND**

**PASSENGER CONDUCTORS**

**AND ASSISTANT PASSENGER CONDUCTORS**

**REPRESENTED BY**

**UNITED TRANSPORTATION UNION**

**IN**

**OFF-CORRIDOR SERVICE**

**EFFECTIVE JANUARY 29, 1986**  
**REPRINTED APRIL 1, 1994**  
**AMENDED OCTOBER 27, 1999**  
**AMENDED MARCH 17, 2008**

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**between**

**THE NATIONAL RAILROAD PASSENGER CORPORATION  
(AMTRAK)**

**and**

**CONDUCTORS AND ASSISTANT CONDUCTORS**

**represented by the**

**UNITED TRANSPORTATION UNION**

**JANUARY 29, 1986**

**(REPRINTED APRIL 1, 1994)**

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 Any such letters are not superceded by this synthesis and remain in effect according to their own terms.

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**COMMUTER AGREEMENTS:**

- \* Massachusetts Bay Transit Authority Commuter Service
- \* Los Angeles Metrolink Commuter Service
- \* Peninsula Commuter Service
- \* Northern Virginia Commuter Service
- \* November 23, 1993 New Commuter Services Agreement

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.

## RULE 2 - CLASSIFICATIONS AND BASIS OF PAY

a. Employee classifications and rates of pay are as set forth in Appendix "A".

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

### 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).

### 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).

#### RULE 5 - SERVICE BETWEEN ZONES

a. Assignments between any two or more work zones may be established. If the establishment of such assignments results in a loss of earnings or jobs, employees of the zones over which such assignment or assignments operate will participate in such service on the basis which the ratio of the mileage in each zone bears to the total mileage covered by such assignment or assignments.

b. The delivery of trains to the nearest crew base of the receiving zone or the receiving of trains from the nearest crew base of the dispatching zone is not service between zones.

#### RULE 6 - SENIORITY ROSTER

a. A roster showing seniority dates, promotion dates, prior rights (if any), and seniority standing will be posted in a conspicuous place at all crew bases for the information of Passenger Conductors and Assistant Passenger Conductors, with a copy to the General Chairman and Local Chairman.

b. The roster will be revised and posted in January of each year and will be open to protest for a period of 60 calendar days from date of posting. Protests on seniority dates will be confined to names added or changes made since posting the previous rosters.

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

#### RULE 7 - PROMOTION

a. 1. 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.

2. New employees who are hired for train service positions after March 3, 1988, will be given instruction as both Assistant Passenger Conductors and Passenger Conductors as part of their formal training. Upon successful completion of training, such employees will be eligible to work as both Assistant Passenger Conductors and Passenger Conductors. These 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).

NOTE: Employees who are promoted pursuant to Rule 7(a) (2) will not be permitted to exercise seniority or be assigned to a Passenger Conductor position at a crew base until:

- 1) they have worked assistant passenger conductor positions for at least six months (minimum of 10 days per month) after completion of formal training and,
- 2) other non-promoted assistant passenger conductors at the crew base (same work zone) have been given promotion examination in accordance with Rule 7(b).

b. Assistant Passenger Conductors who fail to pass the first Passenger Conductor's examination will be given 30 days to prepare for a second examination, and if they fail to pass the second examination, will be given an additional 30 days to prepare for a third examination. If they pass the second or third examination, they will be senior to any junior Assistant Passenger Conductors who have passed an examination ahead of them. Assistant Passenger Conductors who fail to pass the third examination, or decline to take any of the examinations, will cease to be employees of the Corporation.

c. Subject to the provisions of Paragraph d. of this Rule, and the Corporation's legal obligations in the employment of firemen, employees represented by the United Transportation Union, who have established seniority as Passenger Conductor or Assistant Passenger Conductor will be considered for transfer to positions of Passenger Fireman in preference to hiring individuals who have not established seniority with the Corporation in any class or craft.

d. The Corporation will establish a procedure which will: (1) ensure that such employees have knowledge of Passenger Fireman job openings; and (2) provide an opportunity for them to apply for transfer to the fireman craft. In selecting an employee from among those making application for a fireman position, the Corporation will take into consideration the relative seniority standing of the applicants and Corporation's physical and other employment standards.

e. An employee accepting a transfer to a Passenger Fireman position in accordance with this Rule, shall retain his seniority standing and all other rights in train service. However, such employee shall be permitted to exercise such rights only in the event he is unable to hold any position or assignment in engine service.

#### **RULE 8 - BULLETINS AND ASSIGNMENTS**

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

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.

f. An employee who is occupying a regular assignment which is readvertised in accordance with the provisions of this Rule may elect to exercise seniority to another assignment within 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 five days in which to exercise 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 receipt for bids submitted through the automated system.

NOTE: This amendment 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 seniority 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.

## RULE 9 - REDUCING AND INCREASING FORCES

a. In reducing forces, seniority will govern. Employees affected by a reduction of force or abolishment of positions will be given five calendar days' advance notice. A copy of such notice will be posted on bulletin boards, with a copy to the Local Chairman.

Employees whose positions are abolished must exercise their seniority rights to displace junior employees within five calendar days after the date of notification of abolishment. Employees displaced must exercise their seniority in the same manner within five calendar days after the date displaced. Employees who are able to but fail to exercise their displacement rights in their work 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 which 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.

#### RULE 10 - ANNULMENT OF ASSIGNMENTS

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 two 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 two 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. 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

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. 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.

e. 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 \$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.

f. 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 \$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.

g. 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.

h. 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 "e" or "f".

The crew members will not receive the Productivity Allowance provided by paragraph "g".

i. 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 or Productivity 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 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.

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.

b1. When deadheading is paid for separately and apart from service, actual time consumed with a minimum of eight hours will be allowed.

b2. 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 ENROUTE

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.

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

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.

1. 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.

#### RULE 25 - DISCIPLINE

a. Employees will not have a reprimand noted on their discipline records nor be suspended or dismissed from 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 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. 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 desires to be represented, be accompanied by a duly accredited representative. A copy of his statement, if reduced to writing and signed by him, 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 investigation, 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 will be paid the greater of the amount actually earned on the date/dates of such statement and the amount he would have earned had he 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 hours at the 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 to attendance at investigation.

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. 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 is to be tried and the time and place of the trial.

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 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 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 schedule 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 would have earned had he 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 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 duly accredited representative.

h. If an employee desires to be represented at a trial, he may be accompanied by a duly accredited representative. The accused employee or his 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 own arrangement for the presence of the said representative, and no expense incident thereto will be borne by the Corporation.

i. A true copy of the trial record will be given to the accused employee and to the duly accredited representative who accompanied the employee at the trial.

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 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 will be paid the greater of the amount actually earned on the date/dates of the trial and the amount he would have earned had he 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 "k1" 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 will not be required to serve the suspension. In all cases the suspended discipline will remain on the employee's record with the notation, "Suspension deferred".

5. If within the probationary period, the employee commits another offense, for which discipline by suspension is subsequently imposed, the suspension that was held in abeyance in paragraph "k1" will be applied when discipline is imposed for such other offense and a new period of probation will be started in connection with the subsequent offense.

6. Discipline by dismissal and suspension where a major offense has been committed will not be subject to the probationary period.

7. If the discipline to be applied is suspension, the time an employee is held out of service, and time lost making a statement and attending trial, will be:

- (A) Applied against the period of suspension for the offense when the suspension is actually served.
- (B) Considered time lost without compensation if the employee does not serve the suspension due to compliance with paragraph "k4".

1. An employee who considers that an injustice has been done him in discipline matters and who has appealed his case in writing to the designated officer of the Corporation within fifteen (15) days will be given a hearing.

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 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 "1" will be lifted and suspension imposed subject to the provisions of Rule 25, paragraph "k".

o. Further appeal will be subject to the procedural provisions of paragraphs "g", "h", "i", "j" and "k" of Rule 24, except that in appealing cases involving the discipline of dismissal, the General Chairman must, within 60 days after the date the decision is rendered by the Labor Relations officer, make an appeal in writing to the highest appeals officer of the Corporation requesting either that he 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 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 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.

#### 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.

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

TOTALS

(NAMES TO BE LISTED IN  
IDENTIFICATION NUMBER ORDER)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title) (Local No.)

\_\_\_\_\_  
(Address)

SUMMARY TOTALS:

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.

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

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

#### RULE 50 - HOURS OF SERVICE

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

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

(Signatures omitted)

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

**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.

**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 enroute 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)

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

Letter No. 1  
January 29, 1986

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

Mr. L. J. Wotaszk,  
Vice President  
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. Wotaszk  
L. J. Wotaszk, 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 second Wednesday thereafter. 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.

Mr. C. P. Jones  
May 15, 1987  
Page 2

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. Wotaszk,  
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  
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:

<u>/s/ L. R. Davis</u>	<u>/s/ L. J. Wotaszak</u>
L. R. Davis, Vice President	L. J. Wotaszak, Vice President

Approved:

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

THIS AGREEMENT, MADE THIS 23RD DAY OF MAY, 1983, BY AND BETWEEN NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) AND ITS EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION (C&T), GOVERNING THE ITEMIZED STATEMENT OF EARNINGS AND AMENDING PARAGRAPH (E) OF RULE 24 OF THE RULES AGREEMENT, DATED NOVEMBER 8, 1982.

(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.

(f) This Agreement will become effective upon seven days notice by the Corporation.

Signed this 23rd day of May 1983.

FOR:  
UNITED TRANSPORTATION UNION  
(C&T)

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

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

FOR:  
NATIONAL RAILROAD  
PASSENGER CORPORATION

/s/ G. R. Weaver, Jr.  
G. R. Weaver, Jr.  
Asst. Vice President  
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  
(C&T)

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

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

FOR:  
NATIONAL RAILROAD  
PASSENGER CORPORATION

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

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. Wotaszk

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. 8  
March 21, 1986

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

Dear Sir:

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

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

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

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

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

Very truly yours,

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

I Concur:

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



Letter No. 9  
November 19, 1986

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

Dear Sir:

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

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

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

Very truly yours,

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

I Concur:

<u>/s/ C. P. Jones</u>	<u>12/10/86</u>
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 .

Mr. C. P. Jones  
Letter No. 10  
Page 2  
February 18, 1992

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

AGREEMENT  
BETWEEN  
NATIONAL RAILROAD PASSENGER CORPORATION  
AND  
UNITED TRANSPORTATION UNION

---

RULE "G" BYPASS AGREEMENT

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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

/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

FOR

THE NATIONAL RAILROAD  
PASSENGER CORPORATION:

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

AGREEMENT  
BETWEEN  
NATIONAL RAILROAD PASSENGER CORPORATION  
AND  
UNITED TRANSPORTATION UNION

---

PREVENTION PROGRAM COMPANION AGREEMENT

---

Amtrak and the United Transportation Union jointly recognize that safety is the paramount concern and, further, that an alcohol and drug free environment is an essential element in maintaining a safe work place, agree to the following to ensure the utmost compliance with Rule G:

1. An employee charged with violating Rule G will be eligible to enroll in the Employee Assistance Program (EAP), and will not be disciplined (other than loss of pay for time held out of service) for the Rule G violation, provided:
  - a. The employee has had no Rule G violation on his or her record for at least ten (10) years, and;
  - b. The employee has not participated in the Rule G EAP for at least ten (10) years, and;
  - c. The incident giving rise to the Rule G charge did not involve significant rule violations other than Rule G, and;
  - d. Waives investigation of the Rule G charge.
2. The employee must contact the EAP counselor within 5 working days of electing to participate in the EAP.
3. After being contacted, the EAP Counselor shall evaluate the employee to determine whether or not the employee may safely be returned to service and the course of treatment which the employee should follow.



4. If the evaluation indicates that the employee may safely return to service, he or she will be returned to service on a probationary basis for a period of two years and will be subject to periodic alcohol and/or drug tests during that time as determined by and only under the direction of the EAP Counselor. Following return to service, the employee must follow the course of treatment established by the counselor during the probationary period.

5. If the evaluation indicates that the employee may not safely be returned to service, he or she will be given a leave of absence until subsequent evaluation(s) indicate that it is safe to return the employee to service on a probationary basis as described in paragraph 4 above.

6. If, at any time during the 24-month probationary period, the employee fails to follow the course of treatment established by the EAP Counselor or fails a periodic alcohol and/or drug test required by the Counselor, Amtrak will remove the employee from the EAP. If the employee has been returned to service, Amtrak will remove the employee from service and the employee will revert to the status of a dismissed employee.

7. An employee may withdraw from the EAP at any time by notifying, in writing, the EAP Counselor and the Amtrak Officer who signed the Rule G charge. If the employee has been returned to service, Amtrak will remove the employee from service and the employee will revert to the status of a dismissed employee.

8. If the employee successfully completes the EAP Program, a notation to that effect will be placed on the employee's personal record and the employee's probationary status will terminate.

9. No claims will be progressed by or on behalf of the employee based on time lost as a result of the incident leading to the employee's participation in the Rule G Employee Assistance Program.

10. This Agreement is effective February 19, 1987, and may be terminated by either party upon service of five day's written notice upon the other party.

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

FOR  
THE UNITED TRANSPORTATION  
UNION:

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

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

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

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

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

APPROVED:

/s/ F. A. Hardin  
President

FOR  
THE NATIONAL RAILROAD  
PASSENGER CORPORATION:

/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:

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

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.

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 \$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.



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.

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 positions 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

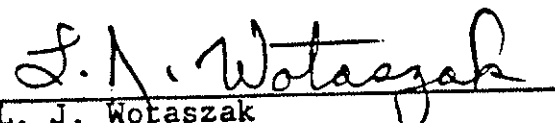
taken into account for the purposes of Rule 2(b) in the determination of the 40 straight-time hours in the work week, except as specifically provided in (iv), below.

- (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)

  
L. J. Wotaszak  
Vice President

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

  
C. B. Thomas  
Senior Director  
Labor Relations

APPROVED:

  
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 concurrency by affixing your signature in the space provided below.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'C. B. Thomas'.

C. B. Thomas  
Senior Director  
Labor Relations

AGREED:

A handwritten signature in cursive script, appearing to read 'L. J. Wotaszak'.

L. J. Wotaszak, Vice President

APPROVED:

A handwritten signature in cursive script, appearing to read 'F. 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,

A handwritten signature in cursive script, appearing to read 'C. B. Thomas'.

C. B. Thomas  
Senior Director  
Labor Relations

AGREED:

A handwritten signature in cursive script, appearing to read 'L. J. Wotaszak'.

L. J. Wotaszak, Vice President

APPROVED:

A handwritten signature in cursive script, appearing to read 'F. 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,

A handwritten signature in black ink, appearing to read "C. B. Thomas".

C. B. Thomas  
Senior Director  
Labor Relations

AGREED:

A handwritten signature in black ink, appearing to read "L. J. Wotaszak".  

---

L. J. Wotaszak, Vice President

APPROVED:

A handwritten signature in black ink, appearing to read "F. 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,

A handwritten signature in cursive script, appearing to read 'C. B. Thomas'.

C. B. Thomas  
Senior Director  
Labor Relations

AGREED:

A handwritten signature in cursive script, appearing to read 'L. J. Wotaszak'.

L. J. Wotaszak, Vice President

APPROVED:

A handwritten signature in cursive script, appearing to read 'F. A. Hardin'.

F. A. Hardin, President

AN EQUAL OPPORTUNITY EMPLOYER

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:

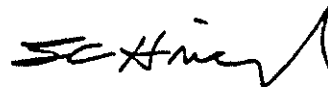
- 1) Amtrak will notify the General Chairman thirty days prior to Amtrak's operation of a commuter service;
- 2) Unless otherwise agreed to, assumptions of existing services will be placed in new work zones and new services will be placed in existing zones.
- 3) Article 7 of the October 8, 1986, agreement 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,



L. C. Hriczak  
Director-Labor Relations

I Concur:

  
A. L. Suozzo, General Chairman

11/23/93  
Date

# **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:

<u>Measurement Periods</u>		<u>Effective Date of Adjustment</u>
<u>Base Month</u>	<u>Measurement Month</u>	
March 1995 plus March 1997	March 1996  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).

<u>Measurement Periods</u>		<u>Effective Date of Adjustment</u>
<u>Base Month</u>	<u>Measurement Month</u>	
September 1999	March 2000	July 1, 2000
March 2000	September 2000	January 1, 2001

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

- (b) While a cost-of-living allowance is in effect, such cost-of-living allowance shall apply to straight time, overtime, protected rates, vacations, holidays and personal leave days in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to special allowances and arbitraries representing duplicate time payments.
- (c) The amount to the cost-of-living allowance, if any, that shall be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.
- (d)(i) Cap. In calculations under paragraph (e), the maximum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That May Be Taken Into Account</u>
July 1, 2000	3% of September 1999 CPI
January 1, 2001	6% of September 1999 CPI, less the increase from September 1999 to March 2000

Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

- (ii) Limitation. In calculations under paragraph (e), only fifty percent (50%) of the increase in the CPI in any measurement period shall be considered.
- (iii) If the increase in the CPI from the base month of September 1999 to the measurement month of March 2000 exceeds 3% of the September 1999 base index, the measurement period that shall be used for determining the cost-of-living adjustment to be effective the following January shall be the 12-month period from such base month of



September, the increase in the index that shall be taken into account shall be limited to that portion of the increase that is in excess of 3% of such September base index; and the maximum increase in that portion of the index that may be taken into account shall be 6% of such September base index less the 3% mentioned in the preceding clause, to which shall be added any residual tenths of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which shall have become effective July 1, 2000, during such measurement period.

- (iv) Any increase in the CPI from the base month of September 1999 to the measurement month of September 2000 in excess of 6% of the September 1999 base index shall not be taken into account in the determination of subsequent cost-of-living adjustments.
- (v) The procedure specified in subparagraphs (iii) and (iv) shall be applicable to all subsequent periods during which this Article is in effect.
- (e) Formula. The number of points change in the CPI during a measurement period, as limited by paragraph (d), shall be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion shall not be counted.)

The cost-of-living allowance in effect on December 31, 2000, shall be adjusted (increased or decreased) effective January 1, 2001, by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (d), in the CPI during the applicable measurement period. Any residual tenths be added to the amount of the cost-of-living allowance in effect on December 31, 2000, if the CPI shall have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index shall have been lower at the end than at the beginning of the measurement period and, then, only to the extent that the allowance remains at zero or above. The same procedure shall be followed in applying subsequent adjustments.

- (f) Continuance of the cost-of-living allowance and the adjustment thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W during such measurement period.

## Section 2 – Payment of Cost-Of-Living Allowances

- (a) The cost-of-living allowance payable to each employee effective July 1, 2000, shall be equal to the difference between (i) the cost-of-living allowance effective on the date pursuant to Section 1 of this Part, and (ii) the amount resultant from the formula contained in Article II, Part C, Section 2(a)(ii) of the NCCC/UTU May 8, 1996, Award of Arbitration Board 559.
- (b) The increase in the cost-of-living allowance effective January 1, 2001, pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.

- (c) The increase in the cost-of-living allowance effective July 1, 2001, pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.
- (d) The procedure specified in paragraphs (b) and (c) shall be followed with respect to computation of the cost-of-living allowances payable in subsequent years during which this Article is in effect.
- (e) In making calculations under this Section, fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

### Section 3 – Application of Cost-Of-Living Allowances

The cost-of-living allowance provided for by Section 1 of this Part C will be payable as provided in Section 2 and will not become part of basic rates of pay. Such allowance and the adjustments thereto will be applied as follows:

Hourly Rates – Add the amount of the cost-of-living allowance to the hourly rate of pay produced by application of Article I.

### Section 4 – Continuation of Part C

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

## ARTICLE III – RETROACTIVE PAYMENTS

- (a) Retroactive wage adjustments will be made as follows:  
  
Payments owed as a result of the retroactive application of the general wage increases contained in Article I, Sections 2, 4, and 6 will be paid within 45 days of receipt of written notice of ratification. These amounts will be reduced \$167.22 per employee for health benefits.
- (b) General wage increases will be implemented as soon as possible. The Union will be notified of the implementation schedule. Retroactive payments will run to, but not including, the date of such implementation.
- (c) The payment specified in paragraph (a) will be reduced by the excess of (i) the cost-of-living allowance provided for in Article II, Part B, Sections 1 and 4 of the NCCC/UTU imposed agreement, dated November 1, 1991, and (ii) the nine cent cost-of-living allowance rolled into the basic rate in Article II, Part A above. In the calculation of (i) above, the offsets in clauses (ii) in Article II, Part B, Section 2(b) of the NCCC/UTU imposed agreement adopted in the Amtrak/UTU mediation agreements, dated February 18, 1992 and May 4, 1992, will not be taken into consideration to reduce (i).

## ARTICLE IV – AMTRAK/LABOR PRODUCTIVITY COUNCIL

The UTU and Amtrak will immediately establish a joint labor/management productivity council. The Council's purpose is to achieve real, measurable cost savings through a joint process yielding benchmarks for productivity increases and strategies to achieve them.

The Council would be based on a structure of mutual representation and consensual decision-making. The UTU and management shall each designate representatives in writing, and may revoke such designations at any time. Representatives designated by the UTU shall be reimbursed in accordance with the schedule agreement. All costs of the Council shall be borne by Amtrak.

The Council will select a mutually agreed-upon third party – government, private sector business, non-profit or otherwise – to help develop benchmarks and to evaluate labor and management's progress toward those measurable goals.

Bench-marking and goal setting are not new to the transportation industry – and especially not new to railroads. In fact, Amtrak already has the facility to collect and compare work performance.

This process would provide a forum for discussion to encourage labor participation in job scheduling and design, and other logistics. Similar work-teams are used in the auto industry and other businesses to cost-engineer work processes.

The Council will work to identify possible steps for improvement in such areas as:

1. Effective use of new technology.
2. Current and proposed modes of work organization and methods.
3. Training.
4. Issues of workplace quality of life and fair treatment.

Possible specific cost reduction or revenue improvement targets/goals include, for example:

1. Reducing costs related to injuries.
2. Efficient use of resources and reduction of wastage.
3. Increasing productivity.
4. Increasing revenue through on-time performance.

Distribution of Benefits of Savings. As productivity enhancement targets are established in all areas, periodic reviews of benchmarked activities shall evaluate progress toward those goals and value of increased efficiencies and savings to Amtrak's bottom line. Savings up to \$3 million annually would primarily benefit Amtrak's bottom line. (Employees shall receive 20 percent of the benefits of the savings, while the company receives 80 percent.) However, if total annual savings exceed \$3 million per year, 50 percent 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 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 the date of this agreement (January 29, 1986) possessed seniority rights to passenger service in the territory covered by this agreement, who are used as a minimum crew, as described in either paragraph "a" or "b" of this Rule, will receive, in addition to any other allowance provided by this Rule, a Productivity Allowance of \$4.00 for each tour of duty so used. The Productivity Allowance will not be subject to future general wage increases and cost-of-living allowances.

j. Passenger Conductors and Assistant Passenger Conductors who are used as a minimum crew, as described in paragraph "d" of this Rule, will each receive, in addition to any other allowance

provided by this Rule, a Long Haul Allowance of \$9.00 for each tour of duty so used. The Long Haul Allowance will not be subject to future general wage increases and cost-of-living allowances.

k. Any crew arrangement prior to this Agreement, which permitted passenger trains or crews in the service transferred to Amtrak to be operated with less than a Conductor and two Assistant Conductors will remain in effect, and the crew members will receive the Reduced Train Crew Allowance provided by paragraphs "f" or "g." The crew members will not receive the Productivity Allowance provided by paragraph "i."

l. Nothing in this Rule will prevent the Corporation from using more than the minimum crew requirement, if it so chooses, or to establish single employee assignments without the payment of any Reduced Train Crew Allowance, Productivity Allowance or Long Haul Allowance. The term "single employee assignments" refers to those independent assignments which have historically been referred to in the railroad industry as "back out," "couplet," "piper," "pin up," "house" and/or "utility" assignments, but does not refer to a Passenger Conductor used as a minimum crew pursuant to paragraph "a" of this Rule.

## **ARTICLE VI - NATIONAL SENIORITY**

Effective with the date of this Agreement, the Northeast Corridor Seniority Rosters and the National Seniority Roster will be top and bottomed in accordance with the below:

1. Employees on the Northeast Corridor Seniority Rosters will be placed on the bottom of the National Seniority Roster with a seniority date on the National Roster as of the date of this Agreement. When ranking prior-right Work Zone 1 employees and prior-right Work Zone 2 employees, their entered service date as shown on the respective rosters will be used to determine the order they will be ranked at the bottom of the National Roster. Where a tie exists between a prior-right employee on the Work Zone 1 roster versus a prior-right employee on the Work Zone 2 roster (same seniority date), the tie will be broken by ranking such employees in alphabetical order by their last name.
2. Northeast Corridor employees will continue to maintain their present prior-rights in their respective work zones in the Northeast Corridor.
3. Employees on the National Seniority Roster will be placed on the bottom of the Northeast Corridor Roster as of the date of this Agreement. Such employees will be ranked in the order that they appear on the National Seniority Roster.
4. Off-corridor employees will continue to maintain their present prior-rights in their respective work zones in the Off-Corridor.
5. Subsequent to the date of this Agreement employees transferring to Amtrak pursuant to Section 1165 of the Northeast Rail Service Act of 1981 will be ranked on the National Seniority Roster in accordance with Section 1 of this Agreement.
6. Employees who transfer between the Northeast Corridor and Off-Corridor territories will be covered by the applicable Rules agreements on the respective territories.
7. The merged rosters as set forth herein will constitute the creation of a System Roster, and any employees hired subsequent to the effective date of this Agreement will accumulate seniority throughout the Amtrak System.

8. System seniority cannot be exercised prior to January 1, 2000.
9. Employees hired subsequent to the date of this Agreement and prior to January 1, 2000, will be limited to working in the service for which hired (On-Corridor or Off-Corridor) until January 1, 2000, after which they, as well as all current Amtrak Train Service Employees, will be permitted to exercise their System Seniority based on the following
  - A. Nothing contained in this Agreement is intended to alter in any manner the Rules Agreement dated November 1, 1982, and the Rules Agreement dated January 29, 1986, as amended and interpreted by agreement, except that the number of employees that may exercise their System Seniority between Corridor and Off-Corridor at any single crew base, may be limited to 5% of the employees at that crew base in the first calendar year (2000).
  - B. Annually, thereafter, 10% of the employees at a crew base may exercise seniority between Corridor and Off-Corridor and additional exercises of seniority will be allowed based on the Carrier's ability to replace such additional employees. It is understood that the Carrier will make reasonable efforts to obtain a replacement employee.
10. Nothing in this Agreement is intended to change an employee's standing for seniority purposes, except to add to that seniority by allowing for System Seniority as set forth herein.
11. Any dispute or controversy with respect to the interpretation or enforcement of the provisions of this Article which have not been resolved within 90 days may be submitted by the parties to a Public Law Board for final and binding decision thereon as provided in Section 3, Second of the Railway Labor Act.

#### **ARTICLE VII - VACATIONS**

Changes to the National Vacation Agreement contained in Article V, Section 2 (f) and (g), of the NCCC/UTU May 8, 1996, Award of Arbitration Board 559, are adopted, with such modifications previously agreed upon for application to Amtrak. (See "Appendix B")

#### **ARTICLE VIII - OTHER WORK RULES CHANGES**

The agreements of January 1, 1983, and January 29, 1986, as amended, are further amended, as concerns Rules 2, 7, 8, 9, 10, 12, 17, and 25, as set forth in Appendix "A" of this agreement.

#### **ARTICLE IX - CONTINGENCIES**

The agreement will be effective only upon ratification by the UTU. The parties to this agreement further agree that specific funding actions must occur to assure that Amtrak can execute the financial obligations of this agreement. Federal appropriations funding contingencies that must be met in order for Amtrak to be bound to carry out financial obligations include, but are not limited to:

- enactment of an Amtrak authorization bill; and
- submission by the Administration and enactment of legislation providing assistance in amounts consistent with the "glidepath" to zero operating subsidy by FY 2002; and;
- submission by the Administration and enactment of legislation providing additional assistance in amounts sufficient to correct shortfalls in FY 1996 and 1997 assistance; and
- no reduction in the first payment of \$1.15 billion from the Capital Trust Fund; and
- appropriation of general capital in FY 2000 at levels at least comparable to the FY 99 level.

Should the Amtrak Board of Directors determine that any of these contingencies – or other significant funding event – has failed to occur within a reasonable time, the UTU/Amtrak Agreement provisions related to wage increases not yet paid shall be void unless the Amtrak Board of Directors determines that Amtrak is financially able to continue such payments. Prior to making its decision, the Board of Directors shall consult with the UTU. If the wage increase provisions are void because such contingencies are not met or if Amtrak fails to pay scheduled increases and/or scheduled retroactive payments and/or scheduled lump sum payments on schedule:

1. Amtrak shall notify the UTU as soon as it has determined that it will be unable to pay the scheduled increase and/or retroactive payment, and/or lump sum payment on schedule.
2. The parties will for a period of 30 days renegotiate the terms and conditions of this agreement in an effort to meet changed financial circumstances.
3. At the end of the 30 days, a cooling-off period will prevail for 30 days.
4. At the end of the cooling-off period, the parties may engage in self-help. If either party engages in self-help, the agreement will no longer bind either party.
5. The parties agree that a failure to pay scheduled pay increases and/or retroactive lump sum payments on schedule shall be a major dispute.
6. Clerical error which delays scheduled pay increases and/or retroactive payments and/or lump sum payments shall not trigger procedures 1-5 above.

This agreement is without prejudice to UTU's position that the glidepath is a poorly considered transportation policy.

#### **ARTICLE X – MORATORIUM**

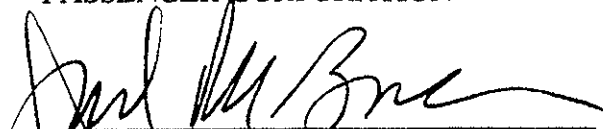
- A. The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the notice dated October 27, 1995, served upon the organization by Amtrak, and all notices served on Amtrak by the organization on or after October 23, 1995. This agreement shall remain in effect through December 31, 1999 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- B. No party to this Agreement shall serve notice prior to November 1, 1999 (not to become effective before January 1, 2000), any notice or proposal which relates to the subject matter of the provisions of this Agreement or which proposes matters covered by the proposals of the

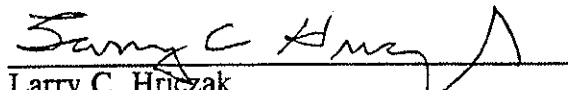


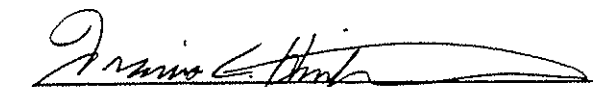
parties specified in paragraph (A) above and any proposal in pending notices relating to such subject matters are hereby withdrawn.

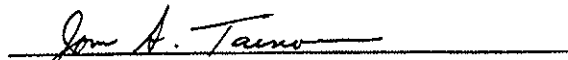
- C. This Article will not bar the National Railroad Passenger Corporation and the Organization signatory hereto from agreeing upon any subject of mutual interest.

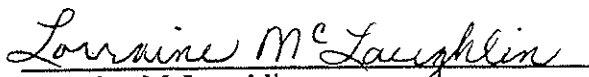
FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

  
Joseph M. Bress  
Vice President - Labor Relations

  
Larry C. Hriczak  
Director Labor Relations

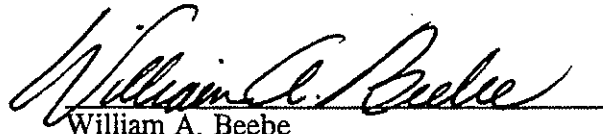
  
Travis C. Hinton  
Chief Operating Officer - Amtrak Intercity

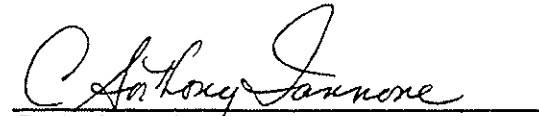
  
Jon S. Tainow  
Vice President Operations - NEC

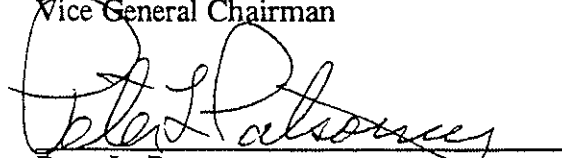
  
Lorraine McLaughlin  
Labor Relations Officer

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

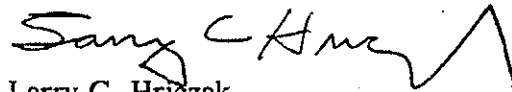
Gentlemen:

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 annually<sup>1</sup> 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.

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<sup>1</sup>Initially, the savings will be accounted for the period beginning on the effective date of the agreement to September 30, 2000.

- 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.
- 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.

Mr. William A. Beebe  
Mr. A. L. Suozzo  
September 16, 1999  
Page 4

Letter No. 3


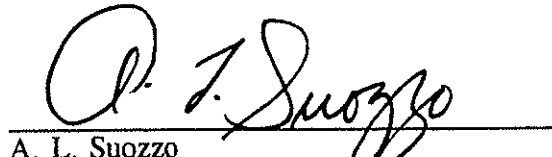
If the foregoing accurately reflects our understanding, please sign where indicated below.

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.

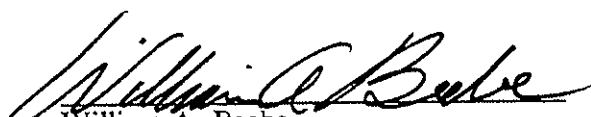
- (G) Employees at a crew base where there has been an elimination of positions as a result of this agreement, will be offered Option 1 or 2 above in seniority order. It is further understood that acceptance of either Option 1 or 2 is not mandatory. It can only be offered on a voluntary basis.

Very truly yours,

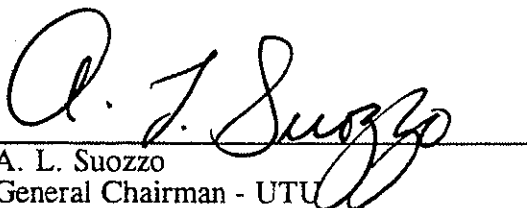


Larry C. Hriczak  
Director - Labor Relations

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.

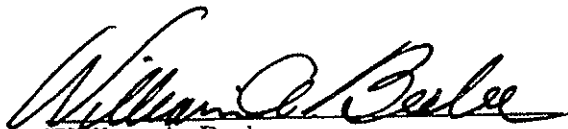
At crew bases where the revision to Rule 11 is implemented, there shall be no furloughs of employees that would have otherwise been able to hold a position at the crew base had it not been for this change in Rule 11, until the number of positions eliminated in such implementation have been attrited at 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,

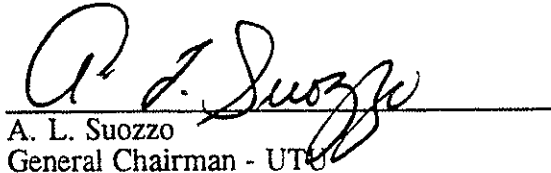


Larry C. Hriczak  
Director - Labor Relations

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

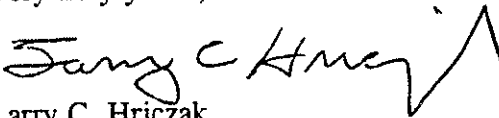
Gentlemen:

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:

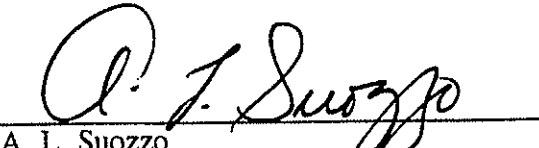
- 1) For employees with less than ten (10) years of service as of the date of this Agreement, the maximum distribution shall be 25% of the employee's compensation for service performed for the previous calendar year.
- 2) For employees with ten (10) or more years of service as of the date of this Agreement, the maximum distribution shall be 33⅓% 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.

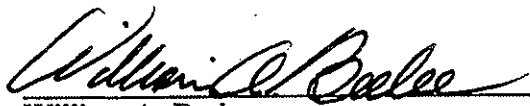
The meal and lodging savings credited to the Long Haul Savings calculation shall be the amount as paid for the remaining Assistant Passenger Conductor on the long haul train that operated with the reduced crew.


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.

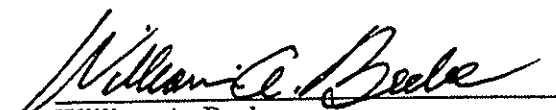
The purpose of the reconciliation is to ensure that taxes which would have been paid by Amtrak based upon an employee's earnings during a year, without consideration of the new Reduced Train Crew and Long Haul Allowances and any lump sum Long Haul Payment, is not charged against savings generated as a result of this modification to Rule 11.

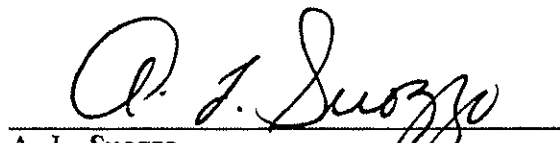
If the foregoing accurately reflects our understanding, please sign where indicated below.

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.

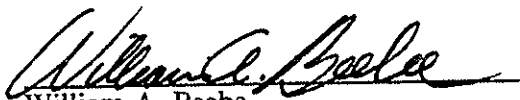
If this properly reflects our understanding, please indicate your concurrence by signing in the space provided below.

Very truly yours,

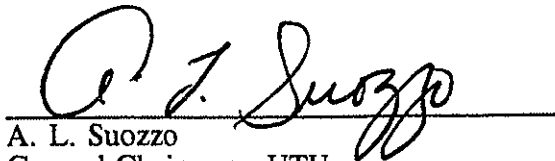


Larry C. Hriczak  
Director - Labor Relations

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.

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

#### Section D - Reducing & Increasing Forces

Revise Rule 9 to read as follows, including agreed upon questions and answers:

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

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

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

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

- b. Employees will promptly notify the Corporation in writing, by certified mail, return receipt requested, of any change of name or address, and provide a copy to the local chairman.
- c. When forces are increased, furloughed employees will be notified by certified mail or telegram, sent to the last address given, and provide a copy to the local chairman, and will be required to return to service in seniority order.

- d. Furloughed employees who fail to return to service within 15 calendar days after being notified in accordance with paragraph "c" of this Rule will be considered as having resigned, unless they present sufficient proof that circumstances beyond their control prevented their return.

*Agreed Upon Questions & Answers ~ Rule 9*

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

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

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

*A-2 No.*

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

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

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

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

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

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

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

*A-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 (e), employees will not have a reprimand noted on their discipline records nor be suspended or dismissed from the service without a fair and impartial trial.
- b. When a major offense has been committed, an employee considered by management to be guilty thereof may be held out of service pending a trial and decision. A major offense is generally recognized as:
  1. Dishonesty, including falsification of reports or other documents;
  2. Extreme negligence;
  3. Use or possession of alcoholic beverages, intoxicants, narcotics; or
  4. Insubordination, disorderly or immoral conduct, or any offense bringing discredit upon the Corporation.
- c.
  1. An employee who is required to make a statement prior to the trial in connection with any matter, which may eventuate in the application of discipline to any employee, may if he/she desires to be represented, be accompanied by a duly accredited representative. A copy of his/her statement, if reduced to writing and signed by him/her, will be furnished to him by the

Corporation upon his request and to the duly accredited representative when requested. Only one such statement may be required.

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



informal hearing. Discipline matters resolved in accordance with this paragraph are final and binding.

- f. Trials on matters which involve employees held out of service will be scheduled to begin within ten (10) days following date the accused is first held out of service. If not so scheduled, the charge will become null and void, and the employee will be paid the amount he/she would have earned had he/she not been held out of service.

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

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

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

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

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

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

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

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

If no discipline is imposed following the trial and the employee was required to lose time as a result of such trial, he/she will be paid the greater of the amount actually earned on the date/dates of the trial and the amount he/she would have earned had he/she not attended the trial.

- k.
  - 1. Except where a major offense has been committed, if the discipline to be imposed is suspension, its application will be deferred unless within the succeeding six (6) month period; the accused employee commits another offense for which discipline by suspension is subsequently imposed.
  - 2. The six (6) month period in paragraph "k.1." will hereinafter be referred to as the probationary period.
  - 3. Probationary periods will commence as of the date the employee is notified, in writing, of the discipline imposed.
  - 4. If the disciplined employee maintains a record clear of offenses during the probationary period, he/she will not be required to serve the suspension. In all cases the suspended discipline will remain on the employee's record with the notation, "Suspension deferred".
  - 5. If within the probationary period, the employee commits another offense, for which discipline by suspension is subsequently imposed, the suspension that was held in abeyance in paragraph "k1" will be applied when discipline is imposed for such other offense and a new period of probation will be started in connection with the subsequent offense.
  - 6. Discipline by dismissal and suspension where a major offense has been committed will not be subject to the probationary period.
  - 7. If the discipline to be applied is suspension, the time an employee is held out of service, and time lost making a statement and attending trial, will be:
    - (A) Applied against the period of suspension for the offense when the suspension is actually served.
    - (B) Considered time lost without compensation if the employee does not serve the suspension due to compliance with paragraph "k4".
- 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 "i" will be lifted and suspension imposed subject to the provisions of Rule 25, paragraph "k".
- Further appeal will be subject to the procedural provisions of paragraphs "g," "h," "i," "j," and "k" of Rule 24.
- o. In appealing cases involving the discipline of dismissal, the General Chairman must, within 60 days after the date the decision is rendered, make an appeal in writing to the highest appeals officer of the Corporation requesting either that he/she be given a written response or that the case be held in abeyance pending discussion in conference with the highest appeals officer of the Corporation. When a written response is requested, the highest appeals officer of the Corporation will give written notification of his/her decision to the General Chairman within 60 days after the date of his receipt of the appeal. When a request is made for the case to be held in abeyance pending discussion in conference, the conference will be arranged within 60 days after the highest officer of the Corporation receives the request for a conference. The highest appeals officer of the Corporation will give written notification of his/her decision to the General Chairman within 60 days after the date of the conference,
- p. Decision by the Director, Labor Relations will be final and binding unless, within sixty (60) days after written notice of the decision, said officer is notified in writing that the decision is not acceptable.
- All appeals from the decision of the Director, Labor Relations will be barred unless, within one hundred twenty (120) days from the date of said officers decision, proceedings are instituted by the employee before a tribunal having jurisdiction pursuant to law or agreement over the matter involved.
- q. If at any point in this appeals procedure or in proceedings before a tribunal having jurisdiction it is determined that the employee should not have been disciplined, any charges related thereto in the employee's personal service record will be voided and, if held out of service (suspended or dismissed), the employee will be reinstated with pay for all time lost and with seniority and other rights unimpaired.
- r. If at any point in this appeals procedure or in proceedings before a tribunal having jurisdiction it is determined that the discipline imposed should be modified, the employee will be paid for all time lost in excess of such modified discipline.

- s. The time limit provisions in this Rule may be extended at any level of handling in any particular case by mutual consent in writing by the duly authorized officer of the Corporation and the duly accredited representative of the Organization.

**APPENDIX "B"**  
**OCTOBER 27, 1999 AGREEMENT**  
**TRAINMEN VACATIONS**  
**AGREED TO QUESTIONS AND ANSWERS**  
**NATIONAL RAILROAD PASSENGER CORPORATION**  
**AND**  
**UNITED TRANSPORTATION UNION**

**Section I**

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.

## WAGE AND RULE AGREEMENT

THIS AGREEMENT, effective upon receipt of written notice of ratification, or as specifically otherwise indicated, by and between National Railroad Passenger Corporation (Amtrak), and the employees represented by the United Transportation Union (UTU) witnesseth:

**IT IS HEREBY AGREED:**

### ARTICLE I – WAGES

#### Section 1 -First General Wage Increase

(a) Effective July 1, 2002, all rates of pay resulting from Article II, Part A, below for employees covered by this Agreement shall be increased in the amount of six and eighty-seven thousands (6.087) percent. The increase provided for in this Section 1 shall be applied as follows:

(b) Disposition of Fractions -

Rates of pay resulting from application of paragraph (a) above, which end in 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.

(c) 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 between Amtrak and the labor organization party hereto. Special allowances not included in fixed hourly, daily, weekly or monthly 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.

#### Section 2 - Second General Wage Increase

Effective July 1, 2003, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of three (3) percent. The increase provided for in this Section 2 shall be applied in the same manner as provided for in Section 1 hereof .

### **Section 3 - Third General Wage Increase**

Effective July 1, 2004, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of three and one-quarter (3.25) percent. The increase provided for in this Section 3 shall be applied in the same manner as provided for in Section 1 hereof.

### **Section 4 – Fourth General Wage Increase**

Effective July 1, 2005, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of two-and-one-half (2.5) percent. The increase provided for in this Section 4 shall be applied in the same manner as provided for in Section 1 hereof.

### **Section 5 – Fifth General Wage Increase**

Effective July 1, 2006, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of three (3) percent. The increase provided for in this Section 5 shall be applied in the same manner as provided for in Section 1 hereof.

### **Section 6 – Sixth General Wage Increase**

Effective July 1, 2007, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of three (3) percent. The increase provided for in this Section 6 shall be applied in the same manner as provided for in Section 1 hereof.

### **Section 7 – Seventh General Wage Increase**

Effective July 1, 2008, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of four (4) percent. The increase provided for in this Section 7 shall be applied in the same manner as provided for in Section 1 hereof.

### **Section 8 – Eighth General Wage Increase**

Effective July 1, 2009, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of four and one-half (4.5) percent. The increase provided for in this Section 8 shall be applied in the same manner as provided for in Section 1 hereof.



## **Section 9 – Retroactive Payments**

- (a) Retroactive payments that result from the implementation of this Article, less the offsets provided in Articles II, Part A, and III, Part B, shall be made to employees in two payments as follows:
  - (i) Forty (40) percent of the amount due each eligible employee will be paid within sixty days after notice of ratification.
  - (ii) The remaining sixty (60) percent will be paid to each eligible employee on or before the anniversary date of the date of the first payments.
- (b) Eligibility for retroactive payments shall be limited to those employees who were on the payroll as of December 1, 2007, including sick leave, disability (excluding disability retirement), temporary suspension on December 1, 2007, furlough or leave of absence.

## **ARTICLE II- COST-OF-LIVING: PAYMENTS**

### **Part A -Cost-of Living Payments Under Agreement Dated October 27, 1999**

Prior to the implementation of Article I, Section 1, twenty-seven (27) cents-per-hour of the cost-of- living allowance payable under the prior agreement shall be rolled into basic rates of pay. The COLA provision on the prior agreement shall be eliminated effective with the implementation of this Article. Cost-of-living allowance payments made to employees for periods before July 1, 2002 shall be retained. All cost-of-living allowance payments made thereafter, in excess of twenty-seven (27) cents shall be recovered from any retroactive payments made under Article I of this Agreement.

## **ARTICLE III – MEDICAL PLAN AND VISION PLAN**

### **Part A -Plan Changes**

#### **Section 1 -Continuation of Health and Welfare Plan**

The AMPLAN medical plan (“the Plan”) and vision plan, modified as provided in this Article with respect to employees represented by the organization and their eligible dependents, will be continued subject to the provisions of the Railway Labor Act.

## **Section 2 -Plan Benefit Changes**

- (a) The Plan's Comprehensive Health Care Benefit ("CHCB ") is amended to include one routine physical examination (including diagnostic testing and immunizations in connection with such examination) each calendar year for covered employees and their eligible dependents. Such CHCB benefit shall cover 100% of the Eligible Expenses involved up to \$150, and 75% of such Eligible Expenses in excess of \$150. Eligible Expenses include amounts up to reasonable and customary or the applicable PPO (discount arrangement) fee schedule.
- (b) In addition to the Plan's existing coverage for speech therapy, such therapy will be a Covered Health Service under the CHCB and the Plan's Managed Medical Care Program ("MMCP"), when given to children under three years of age as part of a treatment for infantile autism, development delay, cerebral palsy, hearing impairment, or major congenital anomalies that affect speech.
- (c) The Plan's Prescription Drug Card Program co-payments to in-network pharmacies per employee prescription are revised as follows:
  - (i) Generic Drug -\$10.00;
  - (ii) Brand Name (Non-Generic) Drug on Program Administrator's Formulary -\$20.00;
  - (iii) Brand Name (Non-Generic) Drug Not on Program Administrator's Formulary - \$30;
  - (iv) Brand Name (Non-Generic) Drug on Program Administrator's Formulary that is not ordered by the patient's physician by writing "Dispense as Written" on the prescription and there is an equivalent Generic Drug-increase to \$20.00 plus the difference between the Generic Drug and the Brand Name (Non-Generic) Drug;
  - (v) Brand Name (Non-Generic) Drug Not on Program Administrator's Formulary that is not ordered by the patient's physician by writing "Dispense as Written" on the prescription and there is an equivalent Generic Drug-increase to \$30.00 plus the difference between the Generic Drug and the Brand Name (Non-Generic) Drug;

- (d) The Plan's Mail Order Prescription Drug Program co-payments per employee prescription are revised as follows:
  - (i) Generic Drug -\$20.00;
  - (ii) Brand Name (Non-Generic) Drug on Program Administrator's Formulary - \$30.00;
  - (iii) Brand Name (Non-Generic) Drug Not on Program Administrator's Formulary - \$60.
- (e) Phenylketonuria blood tests ("PKU") will be a Covered Health Service under the MMCP and the CHCB when given to infants under the age of one in a hospital or on an out-patient basis.
- (f) The MMCP will not require a co-payment on behalf of a participant or beneficiary with respect to any visit to a physician's office solely for the administration of an allergy shot.
- (g) A Hearing Benefit will be provided. Such arrangement shall provide a Maximum Benefit of \$600.00 annually for each covered person for covered expenses. Covered expenses shall consist of charges for medically necessary tests and examinations to establish whether and to what extent there is a hearing loss and charges for a permanent hearing aid that is medically necessary to restore lost hearing or help impaired hearing. Such Benefit may, at the Carrier's option, be administered through the Plan or as a separate arrangement, and will include standard limitations, conditions and exclusions.
- (h) In addition to the Plan's existing coverage for cochlear implants, such implants for diagnosis or treatment of hearing loss will be a Covered Health Service under the CHCB and MMCP.
- (i) The Plan life insurance benefit for active employees shall be increased to \$20,000, and the Plan's maximum accidental death and dismemberment benefit for active employees shall be increased to \$16,000.
- (j) All of the benefits as changed herein will be subject to the Plan's generally applicable limitations, conditions, and exclusions. Existing Plan provisions not specifically amended by this Article shall continue in effect without change.

- (k) This Section shall become effective with respect to employees covered by this Agreement on May 1, 2008.

### **Section 3 – Vision Care**

The benefits provided under the Vision Care Plan shall be changed from the Select to the Standard arrangement on May 1, 2008.

### **Section 4 –Plan Design Changes To Contain Costs**

- (a) The parties will, as appropriate, research the existence, costs, benefits and services provided, outcomes and other relevant statistics of regional health maintenance organizations, and shall make participation in such of those organizations as the parties deem appropriate available as an option to individuals covered by the Plan.
- (b) With respect to Plan participants and their beneficiaries who live in an area where they may choose between CHCB and MMCP coverage, the percentage of Eligible Expenses payable by the Plan with respect to an individual covered under the CHCB will be 75% until the Out-of-Pocket Maximum is reached, but only 60% if a required notice to Care Coordination/Patient Management is not given or if Care Coordination/Patient Management determines that the service or supply involved, although a Covered Health Service, is not Medically Appropriate.
- (c) The annual deductibles for Individual and Family under the Plan's CHCB will be increased to \$200 and \$400, respectively. The Annual Out-of-Pocket Maximum under the Plan's CHCB will be increased to \$2,000 per individual and \$4,000 per family.
- (d) The annual deductibles for Individual and Family Out-of-Network services under the Plan's MMCP will be increased to \$300 and \$900, respectively. The Annual Out-of-Pocket Maximum under the Plan's MMCP for out of network services will be increased to \$2,000 per individual and \$4,000 per family.
- (e) Under the MMCP:
- (i) the Office Visit Co-Payment for In-Network Services shall be increased to \$20.00 for each office visit to a provider in general practice or who specializes in pediatrics, obstetrics-gynecology, family practice or internal medicine.

- (ii) The co-payment on behalf of a participant or beneficiary for each visit to an Urgent Care Center is \$25.00
- (iii) The co-payment on behalf of a participant or beneficiary for each visit to a Specialist or any other provider shall be \$35.
- (f) Under the MMCP, the co-payment on behalf of a participant or beneficiary with respect to any visit to a hospital emergency room shall be \$50. Note: where the participant or beneficiary is admitted to the hospital, such co-pay is waived.
- (g) For purposes of the Plan, the term “children” as used in connection with eligibility for benefits is defined as follows:

“Children include:

- natural children,
- stepchildren,
- adopted children (including children placed with you for adoption), and
- your grandchildren, provided they have their legal residence with you and are dependent for care and support mainly upon you and wholly, in the aggregate, upon themselves, you, your spouse, scholarships and the like, and governmental disability benefits and the like.”

The definition of the term “children”, as used in connection with determinations of “Eligible Dependents” under the terms of the Dental Plan and the Vision Plan, respectively, shall be revised as provided as above.

- (h) The Plan design changes contained in this Section shall become effective on May 1, 2008.

## **Part B – Employee Cost Sharing of Plan Cost Amounts**

### **Section 1**

Employee cost sharing contributions towards AMPLAN, Dental, Vision, AD&D, and life insurance coverage under this contract will be as follows:

- (a) Effective July 1, 2001 each employee covered by this Agreement shall contribute \$33.39 for each month that the employee met the qualifying requirement for active employees for AMPLAN health benefits coverage for himself and/or his dependents.
- (b) Effective July 1, 2002, each employee covered by this Agreement shall contribute \$81.18 for each month that the employee met the qualifying requirement for active employees for AMPLAN health benefits coverage for himself and/or his dependents.
- (c) Effective July 1, 2003, each employee covered by this Agreement shall contribute \$79.74 for each month that the employee met the qualifying requirement for active employees for AMPLAN health benefits coverage for himself and/or his dependents.
- (d) Effective July 1, 2004, each employee covered by this Agreement shall contribute \$91.32 for each month that the employee met the qualifying requirement for active employees for AMPLAN health benefits coverage for himself and/or his dependents.
- (e) Effective July 1, 2005, each employee covered by this Agreement shall contribute \$97.43 for each month that the employee met the qualifying requirement for active employees for AMPLAN health benefits coverage for himself and/or his dependents.
- (f) Effective January 1, 2006, each employee covered by this Agreement shall contribute \$123.28 for each month that the employee met the qualifying requirement for active employees for AMPLAN health benefits coverage for himself and/or his dependents.
- (g) Effective January 1, 2007, each employee covered by this Agreement shall contribute \$166.25 for each month that the employee met the qualifying requirement for active employees for AMPLAN health benefits coverage for himself and/or his dependents.
- (h) Effective January 1, 2008, each employee covered by this Agreement shall contribute \$166.25 for each month that the employee met the qualifying requirement for active employees for AMPLAN health benefits coverage for himself and/or his dependents.
- (i) Effective July 1, 2008 the per month employee cost-sharing contribution amount set forth in subsection (h) shall be changed to one-twelfth of 15% of

the per employee cost for AMPLAN, Dental, Vision, AD&D and Life Insurance coverage for the prior calendar year.

- (j) The employee cost sharing contribution shall be further adjusted on the basis of the calculation above on July 1, 2009, and July 1, 2010.
- (k) Notwithstanding the result of the formula in (i) above, the July 1, 2010, employee monthly cost-sharing contribution shall be adjusted to be the lesser of (i) or (ii) below:
  - (i) 15% of the Carrier's total costs of above benefits for the last plan year, divided by 12, or
  - (ii) \$200.00 or the July 1, 2009, employee monthly cost-sharing contribution amount, whichever is greater.

Last amount in the 2010 calculation will continue and not increase unless by agreement.

## **Section 2 - Pre-Tax Contributions**

Employee cost-sharing contributions shall be made on a pre-tax basis, and in that connection, a Section 125 cafeteria plan will be established pursuant to this Agreement.

## **Section 3 – Retroactive Contributions**

Retroactive employee cost-sharing contributions shall be offset against any retroactive wage payments provided to the affected employee under Article I, Sections 9 of this Agreement, provided, however, there shall be no such offset for any month for which the affected employee was not obligated to make a cost-sharing contribution. An employee's retroactive cost-sharing contribution shall in no event exceed the retroactive portion of general wage increases payable under Article I, Section 9.

## **Section 4 – Spouse Coverage and Opt-Out**

- (a) During a prescribed election period preceding each January 1 thereafter, employees may certify to the Plan or its designee in writing that they have health care coverage (which includes medical, prescription drug, and mental health/substance abuse benefits) under another group health plan or health insurance policy, including AmPlan, that they identify by name and, where

applicable, by group number, and for that reason they elect to forego coverage for health benefits for themselves and their dependents under the Plan. Such election is hereafter referred to an "Opt-Out Election" and, when exercised, the employee will not be required to contribute monthly payments to the Plan as described in this Agreement. An employee who exercises an Opt-Out Election shall be opting- out of medical plan coverage but shall retain coverage under other negotiated health and welfare plans so long as he otherwise satisfies eligibility and coverage requirements of those plans.

- (b) If an event described below occurs subsequent to an employee's Opt-Out Election, the employee may, upon providing the Plan or its designee with proof satisfactory to it of the occurrence of such event, revoke his or her Opt-Out Election. An employee may also revoke his or her Opt-Out Election by providing the Plan or its designee with proof satisfactory to it that, after the employee made the Opt-Out Election, a person became a dependent of the employee through a marriage, birth, or adoption or placement for adoption. An employee who revokes an Opt-Out Election will, along with his or her dependents, be once again covered (effective the first day of the first month following such revocation that the employee and/or his dependents would have been covered but for the Opt-Out Election the employee had previously made) for health benefits under the Plan, and will be required to contribute the monthly payments to the Plan.

The following events are the events referred to in the immediately preceding paragraph:

- (i) 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
  - (ii) If COBRA was the source of such other coverage, that COBRA coverage is exhausted.
- (c) There is no retroactive application of this opt-out provision.
- (d) When a husband and wife are each covered for medical benefits by virtue of each being an Amtrak employee, one spouse may opt-out provided that the other spouse remains covered as an Eligible Employee. In that event, the Plan's coordination of benefits rules that are applied when a husband and wife are covered under the Plan both as an Eligible Employee and as an Eligible Dependent shall continue to be applicable.



## **ARTICLE IV -OFF-TRACK VEHICLE ACCIDENT BENEFITS**

Update the Off Track Vehicle Accident Benefits as follows:

### **Section 1**

Paragraph(b)(1) -Accidental Death or Dismemberment of the above-referenced Agreement provisions is amended to read as follows:

#### **"(1) Accidental Death or Dismemberment**

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

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

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

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

### **Section 2**

Paragraph (b)(3) -Time Loss of the above-referenced Agreement provisions is amended to read as follows:

#### **"(3) Time Loss**

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

by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.”

### **Section 3**

Paragraph (b)(4) -Aggregate Limit of the above-referenced Agreement provisions is amended by raising such limit to \$10,000,000.

## **ARTICLE V - CONTINGENCIES AND DEFERRAL OF SELF-HELP**

- 1) The parties agree that pursuant to the Railway Labor Act, 45 U.S.C. § 160, they are each free to engage in self-help effective 12:01 a.m. on January 30, 2008. The parties further agree that they shall forego and defer self-help pending completion of ratification procedures by the United Transportation Union (UTU) and approval by the Amtrak Board of Directors and a period of an additional 30 days from the earlier of the date the United Transportation Union (UTU) advises Amtrak that this Agreement has failed to ratify or Amtrak advises the United Transportation Union (UTU) that the Amtrak Board of Directors has disapproved the Agreement. If the Agreement is ratified by the Union and approved by the Amtrak Board of Directors, then it shall be effective, subject to the additional conditions set forth below, including the continued deferral of self-help pending the resolution of all conditions.
- 2) With respect to the second retroactive wage payment, as set forth in Article I, Section 9(a)(ii) (“Section 9(a)(ii) retroactive wage payment”), the parties agree as follows:
  - a) Payment of the Section 9(a)(ii) retroactive wage payment shall be contingent on Amtrak receiving sufficient funding and revenue to allow Amtrak to carry out its financial obligations to make the Section 9(a)(ii) retroactive wage payment. Whether Amtrak has received sufficient funding and revenue to allow Amtrak to carry out its financial obligation to make the Section 9(a)(ii) retroactive wage payment shall be at the sole determination of the Amtrak Board of Directors. In the event sufficient additional funds are appropriated by Congress in FY 2008 for the purpose of paying the Section 9(a)(ii) retroactive wage payment, Amtrak shall make the Section 9(a)(ii) retroactive wage payment within ninety (90) days of receipt of funds by Amtrak.

- b) Prior to making the determination whether Amtrak has received sufficient funding and revenue to allow Amtrak to carry out its financial obligation to make the Section 9(a)(ii) retroactive wage payment, Amtrak shall give notice to and consult with the United Transportation Union (UTU).
- c) Should the Amtrak Board of Directors determine that Amtrak has failed to receive sufficient funding and revenue to allow Amtrak to carry out its financial obligation to make the Section 9(a)(ii) retroactive wage payment, then:
  - i) Amtrak shall notify the United Transportation Union (UTU) by the next business day following the Amtrak Board of Directors' determination.
  - ii) From the date of such notice until a period of 30 days after the date the Section 9(a)(ii) retroactive wage payment was due, the parties agree to meet and attempt to resolve any dispute concerning the terms and conditions of this agreement, including Amtrak's financial condition and the determination that Amtrak has not received sufficient funding and revenue to allow Amtrak to carry out its financial obligation to make the Section 9(a)(ii) retroactive wage payment.
  - iii) If the parties fail to reach agreement by the end of the period set forth in (ii), then the parties agree that for a final 30-day period they shall forego and defer self-help, after which the parties agree that a failure to pay the Section 9(a)(ii) retroactive wage payment shall give the parties the right to engage in self-help pursuant to the Railway Labor Act, 45 U.S.C. § 160.
- d) The obligation to pay the Section 9(a)(ii) retroactive wage payment shall be null and void upon completion of all the procedures set forth in (c)(i), (c)(ii) and (c)(iii) above, and shall constitute an unresolved major dispute under existing Section 6 notices for which all Railway Labor Act procedures preceding self-help have been complied with and exhausted. However, all other terms of the Agreement shall be deemed to be part of the status quo pursuant to the Railway Labor Act.

- e) Should Amtrak make the Section 9(a)(ii) retroactive wage payment, the Agreement shall be final and effective for all purposes.

## **ARTICLE VI - GENERAL PROVISIONS**

### **Section 1 -Approval**

This Agreement is subject to ratification by the union.

### **Section 2 -Effect of this Agreement**

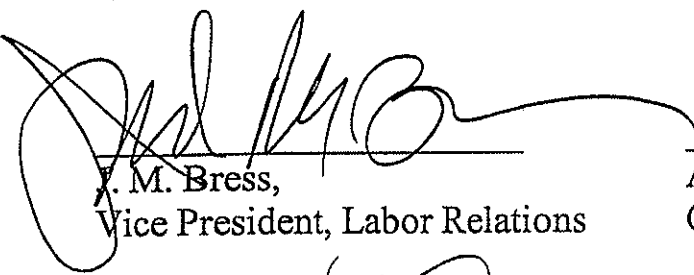
- (a) The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of all of the parties' respective Section 6 Notices now open.
- (b) This Agreement shall remain in effect through December 31, 2009 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- (c) No party to this Agreement shall serve, prior to November 1, 2009 (not to become effective before January 1, 2010) 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.

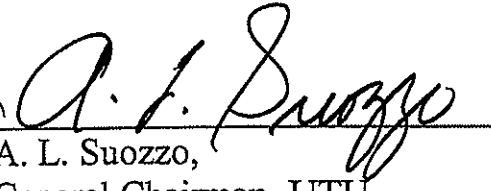
- (d) This Article will not bar management and the organization from agreeing upon any subject of mutual interest.

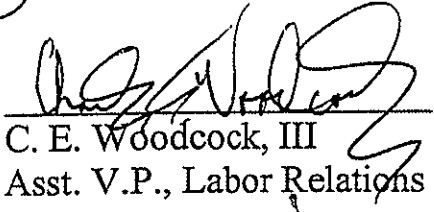
SIGNED AT WASHINGTON, DC THIS 12<sup>th</sup> DAY OF March, 2008.

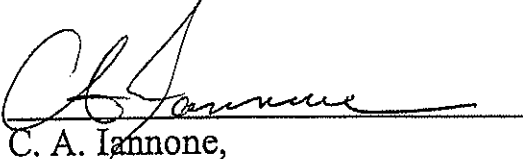
FOR THE NATIONAL  
RAILROAD PASSENGER  
CORPORATION:

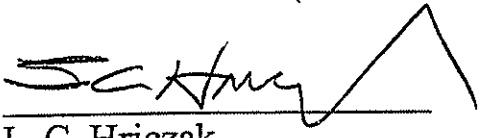
UNITED TRANSPORTATION UNION  
(UTU):

  
J. M. Bress,  
Vice President, Labor Relations

  
A. L. Suozzo,  
General Chairman, UTU

  
C. E. Woodcock, III  
Asst. V.P., Labor Relations

  
C. A. Iannone,  
Vice President

  
L. C. Hriczak,  
Director, Labor Relations



Side Letter #1

February 12, 2008

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

RE: AMPLAN Spouse Coverage and Opt-Out

Dear Sir:

This will confirm our conversations concerning Article III, Part B, Section 4 on AMPLAN Spouse Coverage and Opt-Out of the agreement of this date.

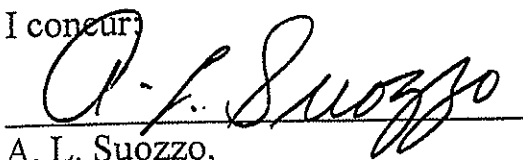
This confirms our understanding that for the balance of 2008, employees may exercise the options in Section 3 provided they advise Amtrak of their desires by the end of the month following the month of ratification.

If the foregoing accurately reflects our understanding, please sign where indicated below.

Very truly yours,

  
Joseph M. Bress  
Vice President, Labor Relations

I concur:

  
A. L. Suozzo,  
General Chairperson, UTU



Side Letter #2

February 12, 2008

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

RE: Retroactive Pay

Dear Sir:

This will confirm our conversations concerning Article I, Section 9(b) of the agreement of this date.

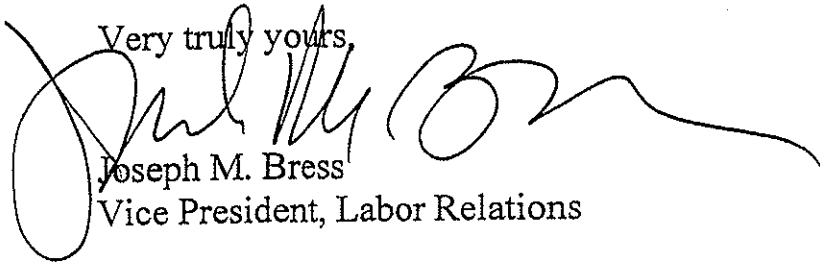
This confirms our understanding that consistent with the recommendations of Presidential Emergency Board 242, the status of “furlough” or “leave of absence” as used in Article I, Section 9(b) will not include those employees who as of December 1, 2007, were working in a non-Union covered position on Amtrak or for another government agency or company, including commuter operations.

Side Letter #2  
February 12, 2008  
Page 2

This also confirms our understanding that an employee in dismissed status on December 1, 2007 who is subsequently returned to service through the disciplinary appeal process will be considered eligible for retroactive payments under the term "temporary suspension" in Section 9(b).

If the foregoing accurately reflects our understanding, please sign where indicated below.

Very truly yours,

A large, stylized handwritten signature in black ink, appearing to read 'J. M. Bress', written over the typed name and title.

Joseph M. Bress  
Vice President, Labor Relations

I concur:

A handwritten signature in black ink, appearing to read 'A. L. Suozzo', written over a horizontal line.

A. L. Suozzo,  
General Chairperson, UTU





Side Letter #3  
February 12, 2008

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

Dear Sir:

The retroactive payment to each United Transportation Union (UTU) represented employee will be calculated as follows:

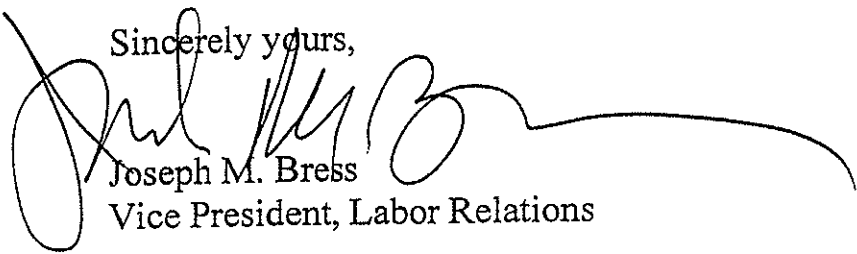
- The total value of the retroactive payment will be calculated first from July 1, 2002, until the date of the first payment of the wage increase occurs.
- The total value will be offset by the COLA payments during the period and the health insurance contributions during the period.
- The final figure will represent 100% of the retroactive pay due.
- 40% of that figure will be paid with appropriate tax and retirement tax deductions as provided in the Agreement during FY08.

Side Letter #3  
February 12, 2008  
Page 2

- 60% of that figure will be paid with appropriate tax and retirement tax deductions one year later as provided in the Agreement.
- At the time of the first retroactive payment, the employee will be provided a statement of the full value of the total retroactive payment.

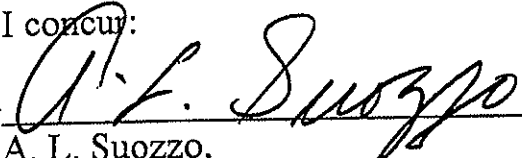
Amtrak will establish a review procedure for employees who believe their retroactive pay calculation may not be correct. Should such a dispute be resolved in the employee's favor, the correction will occur as soon as practicable.

Sincerely yours,



Joseph M. Bress  
Vice President, Labor Relations

I concur:



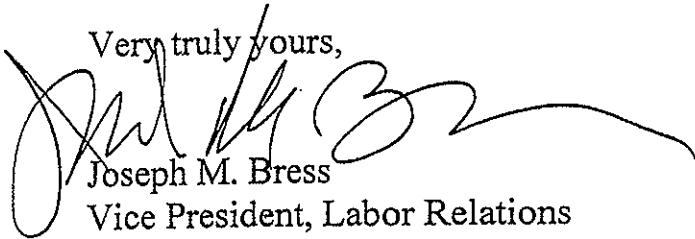
A. L. Suozzo,  
General Chairperson, UTU

Side Letter #4  
February 12, 2008  
Page 2

- Neither union dues nor 401(K) deductions, as may be applicable, will be made from either of the retroactive pay payments.

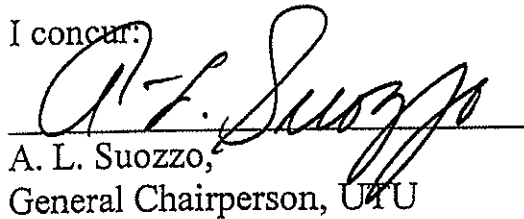
If the foregoing accurately reflects our understanding, please sign where indicated below.

Very truly yours,



Joseph M. Bress  
Vice President, Labor Relations

I concur:



A. L. Suozzo,  
General Chairperson, UFTU