

A G R E E M E N T

Between

THE NATIONAL RAILROAD PASSENGER CORPORATION

And

Its Employees

Represented by The

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

This agreement governs the rates of pay, hours, rules and working conditions of Journeymen, their helpers, and apprentices and other employees in all departments of the Corporation who perform the work specified in this agreement, and who are represented by the organization signatory hereto.

Effective: September 1, 1977
Revised: December 1, 1993
Revised: March 1, 1999

(This consolidation reflects a revised summary version of past collective bargaining agreements between the International Association of Machinists and Aerospace Workers and Amtrak, most specifically, the agreements of September 1, 1977, May 27, 1982, December 18, 1987, July 23, 1992 and March 1, 1999. For ease and economy in printing and distribution a substantial compilation of agreements, understandings, memorandums, etc. have been intentionally separated and/or omitted from this consolidated version. Therefore, it is understood and agreed that this consolidation does not embody in totality all agreements currently in effect between the parties and that such other agreements, understandings, memorandums, etc. not specifically addressed or included in this summary shall remain in full force and effect, unless or until modified as provided therein or in accordance with the Railway Labor Act, as amended.)

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PREAMBLE

As used in this Agreement, position titles are deemed to be without gender and no position title shall be construed in any way to denote the gender of the occupant of the position or be used in any way so as to restrict access to the position by reason of sex. Neither party to this Agreement will discriminate against any employee with regard to race, color, religion, sex, national origin, age, handicap, or sex orientation. Consideration of the qualifications of candidates for employment, promotion or transfer will be based on qualifications which are job related.¹

RULE 1 - CLASSIFICATION OF WORK:

Pending adoption of a national classification of work rule, employees will ordinarily perform the work which has been performed traditionally by the craft at that location, if formerly a railroad facility, or, as it has been performed at comparable Amtrak facilities, if it is a new facility.

INCIDENTAL WORK RULE²

Section 1

Where a shop craft employee or employees are performing a work assignment, the completion of which calls for the performance of "incidental work" (as hereinafter defined) covered by the classification of work or scope rules of another craft or crafts, such shop craft employee or employees may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as "incidental" when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment, and shall include simple tasks that require neither special training nor special tools. Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment.

In addition to the above, simple tasks may be assigned to any craft employee capable of performing them for a maximum of two hours per shift. Such hours are not to be considered when determining what constitutes a "preponderant part of the assignment."

If there is a dispute as to whether or not work comprises a "preponderant part" of a work assignment the carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the carrier for the actual time at pro rata rates required to perform the incidental work.

¹ Effective August 21, 1980

² Revised August 3, 1992

Section 2

Nothing in this Article is intended to restrict any of the existing rights of Amtrak.

RULE 2 - SENIORITY:³

- (a) Seniority begins at the time the employees' pay starts within the class in which employed, provided they qualify for a position in that class.
- (b) Employees voluntarily leaving the service will forfeit all seniority, and if they re-enter the service will be considered as new employees.
- (c) Where 2 or more employees start at the same time on the same day, they shall be ranked in alphabetical order according to their last names.

If 2 or more employees on the same roster acquire seniority in a higher class on the same day, their relative rank in the higher class shall be the same as in the class from which promoted.

- (d)⁴
 - 1. Effective January 1, 1988, all employees promoted subsequent thereto to official, supervisory, or excepted positions from crafts or classes represented by the IAM shall be required to maintain their IAM membership of pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.
 - 2. Employees promoted prior to January 1, 1988 to official, supervisory, or excepted positions from crafts or classes represented by the IAM shall retain their current seniority but shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.
 - 3. This Article shall become effective on the date of this Agreement (December 18, 1987) except on such Carriers where the Organization representative may elect to preserve existing rule pertaining to employees retaining seniority after promotion to an official, supervisory, or excepted position and so notifies the authorized Carrier representative within thirty (30) days following the date of this Agreement. The attached form (**Appendix N**) to be utilized will be made a part of this Agreement.
 - 4. In the event employees fail to pay a fee equivalent to monthly membership dues with the Organization as provided above, the duly accredited representative shall so notify the Director of Labor Relations and, within 30 days after receipt of notification, the employees will have their seniority arrested as of the date he/she fails to maintain membership in good standing

³ Revised May 27, 1982

⁴ Paragraph (d) (1) (2) and (3) amended December 18, 1987; Paragraph (d) Revised to read "fee" effective August 3, 1992

with the Organization unless, within the 30-day period, the employees involved remit all monies due the union.⁵

- (e) If promoted employees retaining seniority under Paragraph (d) of this Rule who are working on a position not covered by any labor agreement are dismissed for cause, they may request a hearing under the discipline rule of this or another applicable labor agreement, but only one such hearing will be held. If such promoted employees are working on a position covered by a labor agreement and are dismissed for cause following a hearing under the discipline Rule of that labor agreement, they may appeal the merits of that decision under either this agreement or the agreement under which the hearing was held.
- (f) Employees promoted to official, supervisory or excepted positions who are permitted to return to the ranks of shop craft employees may, within five (5) working days, exercise seniority over any junior employee in their craft in the district in which they hold seniority. Employees displaced as a result thereof may exercise seniority in the same manner.
- (g) The seniority of employees shall automatically terminate, and employees may retire from service, as provided by the Railroad Retirement Act, but in no event will such retirement be later than the end of the month following the month in which their 70th birthday occurs. Any monetary claim pending prior to employees' retirement under this Rule shall not be affected thereby.

RULE 3 - VALIDATING APPLICATIONS:⁶

- (a) Applications for newly-hired employees shall 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. Applicants shall, within 90 days from date of employment, if requested, have returned to them all documents which have been furnished to the Corporation.
- (b) In the event of applicants giving materially false information, the 90-day time limit shall not apply; and the employee may, within the first year of employment, be terminated without an investigation. If the employee can prove he did not supply false information, the employee or his organization can grieve under Rule 24.

RULE 4 - SENIORITY ROSTER:

- (a) A seniority roster showing name, job category, location, and seniority date and date entered service of all employees within the seniority district will be posted in places accessible to all employees and appropriate designation shall be placed before such names to properly designate their status.
- (b) The rosters will be revised and posted in January of each year and will be open to protest for a period of 60 days from date of posting and upon presentation of proof of error by employees, or their representative, such error shall be corrected; except that in case of employees off on leave of absence, vacation, sickness, disability or suspension, at the time the roster was posted, this time

⁵ Revised January 27, 1986

⁶ Revised May 27, 1982

limit will apply from the date the employees return to duty. Protests on seniority dates for correction will be confined to names added or changes made since posting the previous roster. The duly accredited representative shall be furnished a copy of the rosters at the time they are posted.

- (c) The provision for annual revision and posting of seniority rosters shall not be construed to mean that the duly accredited representatives of the employees will be denied the right to request and receive a revised roster when reduction in force are contemplated or when, due to turnover in force, the annual roster does not furnish the information necessary to properly apply the provisions of this Agreement.

RULE 5 - PROMOTIONS:

Employees covered by this Agreement will be considered for promotion to positions of Foreman.

RULE 6 - BULLETIN AND ASSIGNMENT:⁷

- (a) Except as provided in Paragraph (c) of this Rule, all new positions and vacancies shall be bulletined on Monday of each week, and bids may be submitted not later than Thursday of the same week. Assignments to bulletined positions or vacancies shall be made no later than Tuesday of the following week. The bulletins should show locations, title and brief description of duties, rates of pay, assigned hours of service, rest days, and if temporary, the probable or expected duration.

When facility improvements require the relocation of forces/operations within a facility, Amtrak will notify the involved unions prior to the relocation. Forces/operations will be moved without readvertising involved positions. However, where the hours, workdays, and/or rest days of positions are changed, Amtrak will be governed by the Rules Agreement.⁸

- (b) Day-to-day vacancies in regular assigned positions (including vacation vacancies not filled by vacation relief employees) or in positions temporarily vacant pending award, if filled, may be filled by agreement between the General Foreman and the union representative or otherwise the following procedures will apply:
 1. Mechanic assignments shall be offered in seniority order to the qualified apprentices or helpers working on the trick, at the location and in the craft where such vacancies exist; if all such employees decline the assignment, the qualified apprentices or helpers working on the trick, at the location and in the craft where such vacancies exist, shall be assigned in inverse seniority order.
 2. In the event mechanic vacancies cannot be filled in accordance with paragraph 1, qualified mechanics working on the trick at the location and in the craft where such vacancies exist, shall be assigned to the vacancies in inverse seniority order.

⁷ Revised May 27, 1982

⁸ Effective August 3, 1992.

3. Vacancies created by following the procedure described in Points 1 and 2 above, may be filled with any qualified employee not holding regular bulletined positions.

NOTE: The Corporation's liability for violation of the foregoing procedure for filling vacancies is limited to one payment to the employee adversely affected (either the employee passed over or the employee erroneously moved) equal to the amount he would have earned had he been properly assigned.

- (c) Vacancies of 30 calendar days or less duration are considered temporary vacancies and may be filled without bulletining. An employee whose position is abolished or who has been displaced may, if the temporary vacancy is being filled by a junior employee, displace that junior employee who is filling the temporary vacancy and assume that position. If the regular assigned employee of the temporary vacancy is junior to the employee whose job has been abolished or who has been displaced, such a displacement into the temporary vacancy will be considered as a regular displacement over a regular assigned junior employee, and no longer a temporary vacancy.

NOTE: When there is reasonable evidence that vacancies will extend beyond the 30 calendar days time limit, they shall be bulletined as provided above.

- (d) Employees filling temporary vacancies shall assume the rest days of the assignment of the short vacancies.
- (e) Employees desiring bulletined positions shall file their applications with the officer whose name is signed to the bulletin, sending a copy to the Local Chairman. Employees may not withdraw their applications after the close of bulletin period. A bulletin of assignment, designating the successful applicants, shall be posted at all places where the positions were bulletined.
- (f) Employees awarded bulletined positions shall be promptly transferred to such assignments. Employees transferring from positions on one shift to positions on another shift by award shall receive an additional 8 hours pay at the straight time rate for the positions they were awarded for each day they are required to work their former positions subsequent to the deadline provided in Paragraph (a) of this Rule.
- (g) Employees transferring from one position to another position on the same shift by award shall receive an additional 3 hours pay at the straight time rate of the positions they were awarded for each day they are required to work on their former positions subsequent to the deadline provided in Paragraph (a) of this Rule.
- (h) Employees who change from one shift to another as result of being displaced by senior employees will be paid overtime rates for the first shift of each change.
- (i) Employees who bid for, and are awarded, bulletined positions cannot bid for the positions they have just vacated until same have been advertised a second time, unless such employees have been displaced from the positions they have been awarded or unless no bids are received for the positions they have just vacated.

- (j) A standard form shall be used for all bulletins covering new positions, vacancies, assignments, change in assigned hours and/or days, reduction in force and seniority roster. Standard forms are specified in Appendix "D".
- (k) Copies of all vacancy and assignment bulletins shall be furnished to the Local Chairman.

RULE 7 - TEMPORARY PROMOTIONS:

- (a) Should Journeymen be assigned temporarily to fill the place of foremen, they will be paid the rates of the foremen whose places they are filling, if the foremen's rate is higher.
- (b) If required to fill lower rated jobs, they will be paid their own rates, straight time for straight time hours and overtime for overtime hours if greater than that of the foremen.

RULE 8 - FAILURE TO QUALIFY:

- (a) Employees, after being awarded bulletined positions or permitted to exercise displacement rights, will be allowed 20 working days in which to demonstrate their ability to competently perform the job. Employees who are disqualified must immediately return to their former positions unless they have been abolished or permanently filled by senior employees, in which event they may exercise seniority over any junior employees, or any positions bulletined during their qualifying period to which their seniority entitles them.
- (b) Employees may be removed from positions at any time during the 20 day qualifying period if it becomes apparent that they do not possess the necessary ability and fitness to permit them to qualify. If employees feel they have been unjustly removed under this Rule they may grieve under Rule 25.
- (c) Employees will be given full cooperation of supervisors and employees in their efforts to qualify for positions.

RULE 9 - VOLUNTARY TRANSFER:

Employees in active service may voluntarily transfer from one seniority point to another with a view of accepting a permanent transfer in accordance with the following provisions:

- (a) Employees desiring to transfer will make written request on standard form in Appendix "F" to his supervisor with a copy to his General Chairman, showing the locations involved.
- (b) When permanent positions are advertised for which no bids are received, and the position is not filled by a furloughed employee at the point, the senior qualified employee in the craft and class who has application on file will be awarded the position.
- (c) Employees transferring under this Rule will retain their seniority at the home point for 30 calendar days after the date of assignment. Upon the expiration of the 30-day period, employees will lose their seniority at the former location and will have it dovetailed on the appropriate roster at the new location.

- (d) Such employees must remain at the new point for a one (1) year period and will not be permitted to transfer during such period. Employees will be permitted to transfer to another point after one (1) year, but if a second transfer is made within two (2) years of the original transfer, the employees shall forfeit their seniority and the seniority will begin as of the date of transfer at the new point.

RULE 10 - REDUCING AND INCREASING FORCES:

- (a)⁹In reducing forces, seniority rights shall govern. Except as otherwise provided in Section (b) of this Rule, at least five (5) working days advance notice, exclusive of the date of notice, shall be given employees affected in reduction of forces or in abolishing positions. A copy of such notice shall be posted on bulletin boards with a copy to the local chairman. Employees whose positions are abolished will within the five (5) day notice period, exercise their seniority rights to displace junior employees effective with the date of the abolishment. Employees displaced will exercise their seniority rights within two (2) working days. Employees who do not possess sufficient seniority to displace junior employees shall be in furloughed status. Failure to exercise seniority within the time frame above shall subject the employee to assignment by management to any available position or work or to being required to displace the junior employee at the location.

When an employee chooses to displace to where there are substantially the same or identical positions with the same hours and rest days and under the same immediate supervisor, the employee must displace the junior employee.

- (b) Advance notice before abolishing positions or making force reductions is not required under emergency conditions such as flood, snow storm, hurricane, tornado, earthquake, fire or strike, provided that such conditions result in suspension of the Company's operations in whole or in part. Such force reductions will be confined solely to those work locations directly affected by any suspension of operations. Notwithstanding the foregoing, employees who are affected by an emergency force reduction and report for work for their positions without having been previously notified not to report, shall receive 4 hours pay at the applicable rate for their positions. If employees work any portion of the day, they will be paid in accordance with existing rules. Upon termination of the emergency conditions, all positions and incumbents thereof shall be restored to the status prevailing prior to the emergency.
- (c) After employees are reduced to furloughed status, the employees shall promptly notify the Company of any change of address, with copy to the Local Chairman.
- (d) When forces are increased or vacancies occur, furloughed employees shall be notified by certified mail, with a copy to the Local Chairman, and required to return to service in the order of their seniority rights, except as specified and modified in (e) and (f) below, and such employees, who are qualified for the position, shall be used on a seniority basis to fill short vacancies and positions pending assignment by bulletin.
- (e) Furloughed employees shall be called in seniority order to fill new positions or vacancies for which no applications are received. Furloughed employees failing to return to service within 7

⁹ (Paragraph (a) amended effective August 3, 1992)

calendar days after being notified (by certified mail or telegram sent to the last address given) will be considered out of service unless they present sufficient proof that circumstances beyond their control prevented such return.

- (f) Furloughed employees desiring to waive their right to return to service on vacancies of less than 30 calendar days duration may do so by filing written notice with the proper Company official and the Local Chairman. Such notice may be canceled in the same manner. Employees who waive the right to return to service to a position of less than 30 days, and are recalled, will be guaranteed 30 calendar days of employment.
- (g) When in the opinion of the management and the local committee the duties of any position are so changed that the occupants cannot satisfactorily perform them, they shall have the right to exercise displacement rights to positions held by junior employees. This Rule will likewise have application when an employee's physical condition becomes such that they can no longer perform their regular duties.
- (h) Except as provided in Section (b) above, if positions are abolished and restored within 7 calendar days, incumbents will be restored to those positions and compensated for any time lost. Other employees affected by such abolishments will be treated in the same manner.
- (i) In event of a reduction of force at any point and a shortage of help existing at any other point, employees laid off will have preference over men not in the employ of the Company. The appropriate officials shall notify the General Chairman of the number of men needed at the point where the shortages exist, the General Chairman to notify the furloughed employees so they may take advantage of the opportunity to transfer.
- (j) Employees transferring under this Rule, whether taking the place of absentees, filling vacancies or new jobs, shall take rank behind all employees in service at the point to which transferred and will retain seniority at the point from which transferred until 30 days after date of restoration of forces at point of former employment, seniority to govern.

RULE 11 - TRANSFER OF WORK-ABANDONMENT OF FACILITIES:

- (a) The protective benefits of Appendix C-2 of the Rail Passenger Service Act, as amended, or Title V (where applicable) shall be applicable, as more specifically outlined below, with respect to employees who are deprived of employment or placed in a worse position with respect to compensation and rules governing working conditions as a result of any of the following changes in operations:
 - (1) Transfer of work across seniority district lines;
 - (2) Abandonment or discontinuance, in whole or in part, of facilities for 6 months or more;
 - (3) Consolidation of 2 or more separate facilities.
- (b) Whenever the Company contemplates making a change in operation for any of the reasons listed in Section (a) of this Rule, the provisions of Article III of Appendix C-2 shall apply.

- (c) When positions are abolished as a result of changes in Amtrak's operations for any of the reasons set forth in Section (a) of this Rule, and all or part of the work of the abolished positions is transferred to another location or locations, the selection and assignment of forces to perform the work in question shall be provided for by agreement of the General Chairman and the Director of Labor Relations establishing provisions appropriate for application in the particular case; provided, however, that under the terms of the agreement sufficient employees will be required to accept employment within their classifications so as to insure a force adequate to meet the Corporation's requirements. In the event of failure to reach such agreement, the dispute may be submitted by either party for settlement as provided in Article IX of Appendix C-2.

RULE 12 - WORKDAY AND WORKWEEK:

- (a) Except as otherwise provided in this Agreement, 8 or 10 consecutive hours work in a 24 hour period, exclusive of the meal period, shall constitute a day's work.
- (b) The workweek shall be 40 hours, consisting of either 5 days of 8 hours each, with 2 consecutive days off in each 7, or 4 days of 10 hours each, with 3 consecutive days off in each 7, however, positions established with 4 days of 10 hours with 3 rest days shall be by agreement between the General Chairman and the Director of Labor Relations.
- (c) On positions the duties of which can reasonably be met in 5 days of 8 hours each, the days off shall be Saturday and Sunday, and in 4 days of 10 hours each, the days off shall be Friday, Saturday and Sunday.
- (d) Where the nature of the work is such that employees will be needed 6 days each week, the appropriate number of consecutive rest days shall be assigned on Friday, Saturday, Sunday or Monday.
- (e) Where the nature of the work is such that employees will be needed 7 days per week, any 2 or 3 consecutive days may be the rest days with the presumption in favor of Saturday and Sunday or Friday, Saturday and Sunday.
- (f) All possible regular relief assignments with 5 days of 8 hours of work and 2 consecutive rest days, or 4 days of 10 hours of work and 3 consecutive rest days, shall be established to do the work necessary on rest days of assignments in 6 and 7 day service or combinations thereof. The bulletin will provide that such employees may also be used to perform work on other days as may be assigned under this Agreement in order to produce 40 hours of work per week. Assignments for regular relief positions may, on different days, include different starting times, duties and work locations, provided they take the starting time, duties and work locations of employee or employees whom they are relieving.
- (g) The term "workweek" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.
- (h) The term "workday" shall mean a 24 hour period beginning with the start of the tour of duty of an assignment.

- (i)¹⁰The workweek at facilities where Planned Preventive Maintenance is performed may consist of four-ten hour or five-eight hour workdays. The work week for four-ten hour assignments will begin on Monday. This will only apply to positions assigned to Locomotive 92 day Preventive Maintenance inspection lines. The locations are Ivy City Maintenance Facility (Washington, DC); Albany, New York; Chicago, Illinois; Los Angeles, California; Oakland, California; Seattle, Washington; and New Orleans, Louisiana.

RULE 13 - STARTING TIME:¹¹

- (a) (1) There may be one, two or three shifts employed. The starting time of any shift shall be arranged by mutual understanding between the local officer and the local union representative based on actual service requirements; otherwise the provisions of paragraph (2) will apply.
- (2) When one (1) shift is employed, the starting time shall not be earlier than 6:00 A.M. nor later than 8:00 A.M.

When two (2) shifts are employed, the second shift shall start immediately following the first shift.

When three (3) shifts are employed, the third shift shall start immediately following the second shift.

In establishing the starting and quitting time for the employees on the various shifts, the economy and efficiency of the service shall receive first consideration, and when starting any shift within the time limits specified in this regulation would necessitate the use of an otherwise unnecessary additional shift, the normal starting time may be departed from. When requirements of the service necessitate, lapped shifts may be established but shall not be resorted to when other equally economical arrangements can be made. Starting times will not be changed without giving 36 hours' advance notice to the employees affected.

- (b) At running repair or inspection locations the service requirements shall determine starting time and the number of shifts employed. If the Organization disputes that the service requirements make it necessary to change the starting times or number of shifts employed, the Corporation will furnish the justification therefor.

(c) **Designated Position Start Times:**¹²

For a specified number of employees in locations specified by the parties, where an employee's assignment is predicated upon servicing certain trains, and in situations in which such trains become delayed en route more than two hours and said delay impacts the work assignment, the employee's assignment may be set back upon at least three hours advance notice given before the usual reporting time of the assignment. The advance notice will specify the new reporting time for that day, and the employee's shift will not begin until that time. The shift will not be set back more than three hours. Employees on these assignments will be paid an allowance of \$1.00 per

10 Adopted March 1, 1999.

11 Revised May 27, 1982.

12 Adapted March 1, 1999

hour for the first eight hours worked when set back. Any subsequent overtime worked on such day will be paid at the normal rate of the work performed and shall not include such \$1.00 per hour.

Local Management and the Local Committee or Local Union, as appropriate, at the work locations where this rule is applicable will meet within 10 days of the signing of this agreement to establish mutually agreed upon "notification procedures" and to identify the positions to be covered under this agreement. At locations where said procedures or positions cannot be agreed upon within 30 days of the signing of this agreement, then the General Chairman and the Director of Labor Relations will establish the "notification procedures" for the location. During these first 30 days the local management and the union will review existing operations to see if alternatives to the "set back" provision are appropriate and would produce the same savings. Unless any such alternative is agreed upon by the local parties with the approval of the General Chairman and the Director of Labor Relations, this provision will be implemented on the 30th day of the signing of the agreement.

*** See Letter No. 11 of this Agreement consolidation for the locations, trains and numbers of employees to which this will apply.**

RULE 14 - OVERTIME:

All work on holidays, rest days, or outside of regular bulletined hours will be paid for at the rate of time and one-half except as may be provided in rules hereinafter set out.

- (a) Service performed by regular assigned hourly or daily rated employees on the second (and third) rest day of their assignments shall be paid at double the basic straight-time rate provided that they have worked all the hours of their assignments in that workweek and have worked on the other rest days of their workweek, except that emergency work paid for under the call rule (paragraph (c) hereof) will not be counted as qualifying service under this rule nor will it be paid for under the provisions hereof.
- (b) Employees will be allowed time and one-half on a minute basis for service performed continuously in advance of the regular working period with a minimum of 1 hour. Except in emergencies, the advance period will not be more than 1 hour. For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis with a minimum of 1 hour for any such service performed.
- (c) Employees called or required to report for work outside of and not continuous with regular bulletined hours will be paid a minimum of 4 hours at straight time rates.
- (d) Except as otherwise provided for in this rule, all overtime beyond 16 hours service in any 24 hour period, computed from the starting time of the employee's regular shift, shall be paid for at rate of double time until relieved.
- (e) Employees working continuous overtime which results in their returning to their regular assignments without having been relieved will be paid double time if used, if not used on their

regular assignments, the employees will be paid straight time rate for the hours of their regular assignments.

- (f) When it becomes necessary for employees to work overtime they shall not be laid off during regular working hours to equalize the time. Overtime to be distributed in conjunction with the duly authorized local committee of the craft or their representative and the Local Management. Record will be kept of overtime worked and men called with the purpose in view of distributing the overtime equally.

RULE 15 - MEAL PERIOD:

- (a) Except as provided in paragraphs (d) and (e) of this Rule, the meal period shall be 30 minutes.
- (b) When a meal period is allowed, it shall be regularly assigned between the ending of the fourth and the beginning of the seventh hour after starting work, unless otherwise agreed to between the Corporation and the duly accredited representative, and the meal period shall not be changed without at least 36 hours' advance notice to employees affected, except that employees having assigned meal periods of 30 minutes whose work assignments are dependent on train movements may have their meal periods advanced or deferred 30 minutes daily when such changes are the result of train arrivals or departures.
- (c) Employees required to work any part of the meal period will be paid therefor, on the minute basis at the rate of time and one-half, and in the event there is not 20 minutes time within the assigned period, 20 minutes in which to eat will be allowed at the first opportunity without deduction in pay therefor.
- (d) Assignments of 8 consecutive hours without meal period may be established, in which case not less than 20 minutes shall be allowed in which to eat, without deduction in pay. At locations where 3 consecutive shifts are worked, the 20 minute meal period will be allowed.
- (e) Employees required to work more than 3 hours beyond their regular bulletin hours will be allowed a reasonable time off with pay for a meal which will be provided at the expense of the Company. Subsequent meal periods, with meals provided at the expense of the Company, will be allowed at 5 hour intervals following the termination of preceding meal period. No allowance will be made under this rule for the first meal period on an employee's rest day.

RULE 16 - ROAD SERVICE:

Employees who are required to travel from their headquarters to an outside point for service shall be compensated as follows:

- (a) Time spent in traveling outside regular working hours (including waiting time) from one work location to another work location will be paid for at the pro-rata rate. If authorized to travel by private automobile, travel time shall be computed at the rate of 2 minutes for each 1 mile traveled. The allowance specified in this Section does not apply to employees traveling during assigned work hours.

- (b) Employees shall be reimbursed for authorized transportation expense, and, if authorized to use personal automobile, the driver shall be allowed mileage at the rate of 15 cents per mile by the most direct route between the points traveled.
- (c) Employees performing service away from their headquarters who are directed not to return to their headquarters or residence on any day shall be reimbursed for the reasonable expense of meals and lodging.

RULE 17 - ATTENDING COURT - TEMPORARY COMPANY SERVICE:

Employees required to travel to an outside point at the direction of the Company to attend court or appear as witnesses at investigations or hearings, and employees who are required to travel from their headquarters to an outside point to perform temporary company service (other than relief assignments or vacancies), shall be compensated in accordance with the following provisions:

- (a) Time spent in traveling outside regular working hours (including waiting time) from one work location to another work location will be paid for at the pro-rata rate. If authorized to travel by private automobile, travel time shall be computed at the rate of 2 minutes for each 1 mile traveled. The allowance specified in this Section does not apply to employees traveling during assigned work hours.
- (b) Employees shall be reimbursed for authorized transportation expense, and, if authorized to use personal automobile, the driver shall be allowed mileage at the rate of 15 cents per mile by the most direct route between the points traveled.
- (c) Employees required to travel to a point 60 or more miles from their headquarters and from their place of residence for 2 or more consecutive days, shall be allowed reasonable expenses for meals and lodging expense incurred. Receipts for lodging must accompany expense claims.
- (d) Employees required to travel to a point more than 30 but less than 60 miles from their headquarters and their place of residence shall be allowed meal expenses incurred not to exceed two meals per day.
- (e) Employees taken from their assigned duties during assigned hours at the request of the company to perform temporary service, attend court or appear as witnesses at hearings or investigations for the Company, will be allowed compensation equal to what would have been earned had such interruption not taken place.
- (f) Employees who perform their regular assigned duties and then perform temporary service, attend court or act as witnesses at the direction of the company outside of their assigned hours, on a rest or on a holiday, shall be paid in accordance with Rule 14.
- (g) Employees held away from their headquarters at the direction of the Company, on assigned rest days or holidays in accordance with this Rule, shall be allowed a minimum of 1 day at pro-rata rate for each such day.

RULE 18 - JURY DUTY:¹³

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (1) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay shall 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 as to which the employee is entitled to vacation or holiday pay.
- (4) When an employee is excused from railroad service account of jury duty the carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- (5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty:
 - (a) ends within four hours of the start of his assignment; or
 - (b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.
- (6) On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

RULE 19 - SUPPLEMENTAL SICKNESS BENEFIT PLAN:

The parties will continue to participate in the "Supplemental Sickness Benefit Plan" provided in the Agreement between the National Carriers Conference Committee and the Organization.

RULE 20 - BEREAVEMENT LEAVE:¹⁴

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provisions for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

13 Amended December 2, 1978, National Mediation Agreement, Case No. A-10220.

14 Amended December 2, 1978, National Mediation Agreement, Case No. A-10220.

RULE 21 - LEAVE OF ABSENCE:

- (a) Employees will be granted reasonable leaves of absence when they can be spared without interference to the service. Except for physical disability or as otherwise provided in this Rule, leaves of absence in excess of 90 days in any calendar year shall not be granted unless by agreement between the officer designated by the Company and the designated representative of the Organization.
- (b)¹⁵ Employees absent on leave who are found, after formal investigation, to have engaged in other employment, shall forfeit their seniority and be considered out of service, unless special arrangements shall have been made with the official granting the leave of absence and the designated representative of the Organization.
- (c) Employees who fail to report for duty at the expiration of leave of absence shall forfeit their seniority rights and be considered out of service unless the employees present sufficient proof that circumstances beyond their control prevented such return. In such case, the leave will be extended to include the delay.
- (d) Employees granted a leave of absence of 5 or more days desiring to return from such leave before the expiration thereof shall be permitted to do so upon 48 hours' written advance notice to the supervisor with copy to the designated representative of the Organization.
- (e) Employees of the Company who become full-time duly accredited representatives of the employees of the Company or are employed exclusively by the Union shall be considered on leave of absence until 30 days after release from such employment.
- (f) Other duly accredited representatives of the employees shall be granted necessary time off for investigations, consideration and adjustment of grievances, negotiations, or to attend meetings of employees.
- (g) Employees retired under the disability provisions of the Railroad Retirement Act shall retain seniority until they attain the age of 65 years at which time their names will be removed from the seniority roster. The positions vacated by them, if not abolished, will be bulletined for permanent appointment. Should they recover sufficiently to resume service prior to attaining the age of 65 years, they shall be permitted to exercise seniority in accordance with Rule 22.

Employees with one or more years seniority may request a leave of absence in connection with the birth or adoption of a child or serious health condition of a family member (natural or adoptive child, parent or spouse only). Leave shall be granted for such purposes for a maximum of twelve weeks in any twenty-four (24) month period, commencing with the birth or adoption of the child, or serious illness of the family member. For employees on maternity leave, such leave will commence with the expiration of maternity leave. The request for leave should be made at least two weeks in advance if circumstances permit. Such request should be accompanied by such information as certificate of pregnancy or date of birth or adoption of the

¹⁵ Paragraph (b) amended May 27, 1982.

child or, in case of family members' illness, certification of the illness and need for the employee to care for the family member.¹⁶

RULE 22 - RETURN FROM LEAVE, TEMPORARY ASSIGNMENT, AND ABSENCE:

- (a) Employees returning after leave of absence, sick leave, military service, disability annuity, vacation or from temporary assignment, including vacation or other temporary relief service on covered, official or excepted positions who have been absent from their regular assigned positions 180 consecutive days or less, may resume the last positions to which assigned, provided they have not been abolished or filled by senior employees in the exercise of displacement rights or may, upon return, exercise displacement rights on any position bulletined during their absence.
- (b) Employees whose permanent assignments have been abolished or filled by senior employees in the exercise of displacement rights, or who have been absent from their regular assigned positions in excess of 180 consecutive days may, upon their return, exercise displacement of junior employees. Other employees displaced under this rule may exercise displacement over junior employees. Employees who are absent from work for 30 or more calendar days may be required to submit to a physical examination to determine their physical fitness for service, except if the absence is due to vacation.¹⁷

RULE 23 - PHYSICAL EXAMINATIONS AND DISQUALIFICATION:

- (a) Except in the case of return-to-duty physicals as provided in Rule 22 (b), employees, after completing 60 calendar days of service, will not be required to submit to physical examination unless it is apparent their physical condition is such that an examination should be made.

However, return to duty physical examinations may be given to employees who are absent from work for 30 or more calendar days, except if the absence is due to vacation.¹⁸

- (b) When employees are removed from their positions because they are no longer physically able to perform the duties thereof, they shall be notified in writing the specific medical reasons for such removal. If the employees dispute the medical findings, they or their representative shall, within 15 calendar days, request an examination by an impartial medical doctor, not an employee of the Company, selected jointly by the Company appointed doctor and the employee's doctor, and the case will be disposed of on the basis of his findings. Costs for such impartial doctor shall be equally divided by the Company and the employee.
- (c) Employees returned to service or returned to their positions on the basis of the decision of the impartial doctor will be made whole for all wages lost due to the disqualification, less any outside earnings, with all rights unimpaired.

16 New provision added effective August 3, 1992.

17 Adopted from the August 3, 1992 Agreement.

18 Adopted from the August 3, 1992 Agreement.

RULE 24 - DISCIPLINE-INVESTIGATION-APPEAL:¹⁹

- (a) Employees who have been in service more than 90 calendar days shall not be disciplined or dismissed without a fair and impartial investigation, unless such employees shall accept such dismissal or other discipline in writing and waive formal investigation. Such waiver must be made in the presence of a duly accredited representative of the organization. The employees may be held out of service pending such investigation only if their retention in service could be detrimental to themselves, another person, or the Company.
- (b) Employees shall be given written notice in advance of the investigation, such notice to set forth the specific charge or charges against them. No charge shall be made that involves any offense of which the Company has had actual knowledge 30 calendar days or more, except where a civil action or criminal proceeding results from the offense, in which event the charge may be made within 30 days of the final judgment. The investigation shall be held at the city of employment within 10 calendar days of the date when notified of the offenses or held from service (subject to one postponement not to exceed an additional 10 calendar days). At such investigation, the employees may be assisted by their duly accredited representative. A decision will be rendered by the investigating officer within 15 calendar days after completion of investigation.
- (c) Employees dissatisfied with the decisions shall have the right to appeal, either in person or through their duly accredited representative, to the next higher designated officer, and a conference shall be granted, provided written request is made to such officer and copy furnished to the officer whose decision is appealed within 30 calendar days of the date of receipt of a copy of the transcript. A decision will be rendered by the higher designated officer within 30 calendar days from the date the appeal is received or the date of conference, whichever is later. Any appeal from such decision shall be made to the Director of Labor Relations.
- (d) Any appeal to the Director of Labor Relations must be made by the employees or their duly accredited representative within 30 calendar days of the date of such decision. A conference on the appeal shall be held between the Director of Labor Relations and the employees or their designated representative of the Organization within 30 calendar days of the date of the appeal. A decision on the appeal shall be rendered within 30 calendar days of the date of conference. Any appeal from the decision of the Director of Labor Relations must be made to a proper tribunal as established under the provisions of the Railway Labor Act within 9 months of the date of such decision.
- (e) A copy of the investigation transcript together with a copy of any documents placed in the record at the investigation shall be promptly furnished the employees and their representative. When notations are made against the records of employees, they will be furnished a copy.
- (f) If the final decision decrees that the charges against the employees were not sustained, the record shall be cleared of the charge. If held out of service (suspended or dismissed) the employees shall be reinstated with all rights unimpaired and reimbursed for net wages lost.
- (g) The time limits of the Rule shall not apply to requests for leniency.

¹⁹ See Letter No. 8 - Deferred Suspension.

(h) The time limits set forth in this Rule may be extended by mutual agreement.

NOTE: In computing length of service in Paragraph (a), employees who are taken over in an assumption of function will have their railroad service considered.

RULE 25 - GRIEVANCES:

- (a) All claims or grievances other than those involving Discipline must be presented in writing by or on behalf of the employees involved, to the supervisor within 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the supervisor shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employees or their representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented.
- (b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be made within 60 calendar days from receipt of notice of disallowance. Failing to comply with this provision, the claim or grievance shall be considered closed. If the officer to whom the appeal is made fails to render a decision in writing within 60 calendar days of the date of appeal, the claim or grievance shall be allowed as presented.
- (c) The requirements outlined in Sections (a) and (b) pertaining to appeal by the employees and decision by the Company shall govern in appeals taken to each succeeding official, except in cases of appeal taken from the decision of the Director of Labor Relations. A claim or grievance that is disallowed after the appeal to the Director of Labor Relations may be referred to a tribunal established under the provisions of the Railway Labor Act, provided such proceedings are initiated within 9 months from the date of the decision of the Director of Labor Relations.
- (d) The time limits set forth in this Rule may be extended by mutual agreement.
- (e) Claims or grievances which are allowed or barred on account of failure to comply with the time limits set forth in this Rule shall not constitute a precedent or waiver of contention by either party as to other claims or grievances.
- (f) This Rule recognizes the right of duly accredited representatives to file and prosecute claims and grievances for and on behalf of the employees, and to attend all conferences held under this Rule.
- (g) When a claim, appeal or decision under this Rule is transmitted by United States mail the date of mailing as indicated by the postmark or other Postal Service record will be considered the date on which the claim was presented, appealed or decided.
- (h) Time off duty on account of sickness, leave of absence, vacation or suspension shall extend the time limits specified in paragraph (a); however, the claim liability will not be increased by the time off duty.

RULE 26 - CHECKING IN AND OUT TIME:

When employees are required to check in and out on their own time they will be allowed 40 minutes each week at their regular straight time hourly rate for checking in and out, on their own time, regardless of the number of hours worked during the week.

RULE 27 - MILITARY TRAINING:

When regularly assigned employees 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 8 hours pay at the straight time rate). Compensation received by the employees for other than meals, lodging or transportation, shall be remitted to the Company. Such employees must furnish the Company with a statement signed by their Commanding Officer for compensation paid and the days on which such military training service was performed.

RULE 28 - UNAUTHORIZED ABSENCE:

- (a) Employees shall not absent themselves from their assigned positions for any cause without first obtaining permission from their supervisor. In cases of sickness, emergencies or when the supervisor cannot be located, they shall notify their supervisor or another person in authority as soon as possible.
- (b) Employees who absent themselves from work for five days without notifying the Company shall be considered as having resigned from the service and will be removed from the seniority roster unless they furnish the Company evidence of physical incapacity as demonstrated by a release signed by a medical doctor or that circumstances beyond their control prevented such notification.

RULE 29 - SAFETY:

- (a) Safety is of the utmost importance in the discharge of duty.
- (b) Switches of repair tracks will be kept locked with special locks, and men working on such tracks will be notified before any switching is done. A competent person will be assigned to perform these duties and held responsible for seeing that they are performed properly.
- (c) Trains or cars while being inspected or worked on by train yard employees, will be protected by blue flag by day and blue light by night, which will not be removed except by men placing same.
- (d) Employees will not be required to work on engines or cars outside of shops during inclement weather if shop room and pits are available and arrangements, whereby they can work inside can be reasonably accomplished. This does not apply to work in engine cabs or emergency work on engines or cars set out for or attached to trains.

RULE 30 - CLOTHING:

The Company shall, upon request, provide water and acid repellent clothing to employees engaged in the following work:

Yard inspection, cleaning manholes, pits and sumps; handling acid; handling storage battery elements; repairs to water mains and tunnel sumps; wrecking; cleaning of cars and locomotives when caustic or similar solution is used; locomotive washing machine operation; locomotive boiler washing operation; lye vat operation.

Spark protective clothing must be furnished by Company to employees engaged in all welding and cutting, leather gloves to welders, asbestos or leather gloves to employees who are required to handle hot tools or material and to employees required to do cutting or burning with acetylene gas and oxygen; rubber gloves to employees who are required to work on high voltage circuits. Protective clothing for car foaming.

In the event atomic waste material is handled, necessary protective clothing shall be furnished the employees.

This clothing will be in custody of the General Foreman of the job assignment.

RULE 31 - HEALTH AND SAFETY:

It is the policy of the Company to safeguard the health and safety of employees. Both the Company and the employees shall cooperate in maintaining safe and sanitary conditions of Company facilities. Safety committees will be established at all points, comprised of representatives of management and labor.

RULE 32 - SHOP CONDITIONS:

The Company shall furnish good drinking water, and ice if necessary. Drinking fountains shall be maintained in a sanitary and serviceable condition. The Company shall keep pits, floors, lockers, toilets, washrooms and lunchrooms, in good repair and in a clean, dry and sanitary condition.

Shops, locker rooms, washrooms and lunchrooms shall be lighted and heated in the best manner possible, consistent with the source of heat and light available at the point in question. Where parking lots are provided, they will be properly maintained.

RULE 33 - POSTING NOTICES:

The Company will provide suitable locations for the purpose of posting notices in departments where employees covered by this Agreement are assigned. Such notices shall be limited to social events and Union meetings. Other notices must receive prior written approval by the supervisor.

RULE 34 - HEALTH AND WELFARE:

Employees and their dependents will be granted hospital, medical, surgical and life insurance as provided in Travelers Group Policy GA-23000. Affected railroad employees accepting employment will be covered for both employee and dependent benefits under Contract GA-23000 without the initial waiting period.

RULE 35 - PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES:

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

(a) **Covered Conditions**

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

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

(b) **Payments to be Made**

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) **Accidental Death or Dismemberment**²⁰

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	\$150,000
Loss of Both Hands	150,000
Loss of Both Feet	150,000
Loss of Sight of Both Eyes	150,000
Loss of One Hand and One Foot	150,000
Loss of One Hand and Sight of One Eye	150,000
Loss of One Foot and Sight of One Eye	150,000
Loss of One Hand or One Foot or Sight of One Eye	75,000

"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.

²⁰ Amended December 13, 1978

Not more than \$150,000 will be paid under this paragraph to any employees or their personal representative as a result of any one accident.

(2) **Medical and Hospital Care**

The Corporation will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employees for any one accident, less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the Corporation.

(3) **Time Loss**²¹

The Corporation will provide employees who are injured as a result of an accident covered under paragraph (a) hereof and who are unable to work as a result thereof commencing within 30 days after such accident 80% of the employees' basic full-time weekly compensation from the Corporation for time actually lost, subject to maximum payment of \$150.00 per week for time lost during a period 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employees are entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act or Amtrak's Supplemental Sickness Benefit Plan.

(4) **Aggregate Limit**

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the Corporation shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the Corporation shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) **Payment in Cash of Accidental Death**

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

(d) **Exclusions**

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

- (1) Intentionally self-inflicted injuries, suicide, or any attempt thereat, while sane or insane;

²¹ Amended December 13, 1978

- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infections occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While employees are drivers or occupants of any conveyance engaged in any race or speed test;
- (6) While employees are commuting to and/or from their residences or places of business.

(e) **Offset**

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

(f) **Subrogation**

The Corporation shall be subrogated to any right of recovery employees or their personal representative may have against any party for loss to the extent that the Corporation has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after July 1, 1974.

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

"In consideration of the payment of any of the benefits provided in Article _____
of the Agreement of _____

(Employee or Personal Representative)

agrees to be governed by all of the conditions and provisions said and set for by
Article ____."

RULE 36 - RETIREMENT BENEFITS:

Employees will be covered by the Railroad Retirement Act and Railroad Unemployment Insurance Act.

RULE 37 - ASSIGNMENT OF WORK:

At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point; however, at points where a mechanic or mechanics covered by this agreement are employed they will perform the work of their crafts. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman or any craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement it shall be handled as a grievance as provided in Rule 25 and pending the disposition of the dispute the Carrier may proceed with or continue its designation.

RULE 38 - HOLIDAYS:

The Holiday Agreement attached as Appendix "A" is made a part of this Agreement.

Effective January 1, 1983, each employee covered by the Agreement will receive a "personal holiday" in lieu of a workday subject to the qualifying requirements of the Holiday Agreement. 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.²²

RULE 39 - VACATION:

The December 17, 1941, National Vacation Agreement, as currently amended will be applied to employees covered by this Agreement. (See Appendix "C").

Employees, upon request, will receive their vacation compensation in one lump sum on the paycheck prior to the first day of vacation, provided such request is made in writing to the supervisor at least two weeks in advance of the pay day prior to the first day of vacation.²³

RULE 40 - RATES OF PAY:

The rates of pay will be those agreed upon by the parties. The rates in effect on the date of this Agreement are shown in Appendix "E".

Cost of Living Payments

²² From Article III - Holidays - Agreement of May 27, 1982.

²³ New provision effective August 3, 1992

Cost of living allowances and adjustments shall be in accordance with Article II of the parties' Agreement dated March 1, 1999. Effective dates of adjustment are July 1, 2000, January 1, 2001, and every 6 months thereafter, unless changed by Agreement.

RULE 41 - DIFFERENTIALS:

Effective on the date this Agreement is signed, the following differential rates of pay will be established for performance of the work described specifically in paragraph (a) below:

(a) (1) **Lead Men**²⁴

In small groups, working Journeymen may be assigned who will take the lead and direct the work of the other men of the group. For such services, a differential of \$.50 per hour will be paid in addition to the Journeyman's rate of pay.

(2) **Welding**

Welders shall receive \$.10 per hour above the minimum Journeyman's rate of pay. Positions carrying such a differential rate will be identified as such on bulletins.

The welding differential will be increased to \$.50, effective no later than September 1, 1992.

After such date, if a welding position goes no bid, the junior employee qualified for the position not holding a welder position on the same shift will be assigned to the position. Employees trained as welders by Amtrak after the date of this agreement will be considered automatic bidders for welder positions for a period of 12 months following completion of training. However, automatic bidders on the same shift as the advertised positions will be awarded such positions prior to automatic bidders on other shifts.²⁵

NOTE: The automatic bidder feature for employees who enter welding training after the date of this agreement is meant to apply to employees that voluntarily enter welding training. (See Appendix J, July 23, 1992, letter from Senior Director-Labor Relations J. M. Livingood to Arbitrator John Mikrut, concerning the application of this provision.

(3) **State Motor Vehicle Inspectors**²⁶

Qualified Employees assigned to perform required state motor vehicle inspections will receive \$.50 per hour above the Journeyman's rate of pay. Positions carrying such a differential rate will be identified as such on bulletins.

The eight employees presently performing state motor vehicle inspections at Philadelphia will receive the differential pursuant to Rule 41, without the necessity of readvertising their positions.

(4) **Locomotive Inspector**²⁷

24 Amended August 3, 1992

25 Amendment dated August 3, 1992.

26 Added May 27, 1982.

Where Locomotive Inspector positions are established, employees holding these positions will be paid a \$.50 per hour differential over the Amtrak journeyman rate of pay. Such employees will be required to be certified as being familiar with all regulations regarding locomotives including safety appliance rules and air brake testing, as well as have a thorough knowledge of all components. Employees will be required to be recertified in accordance with Company procedures. Until certification procedures have been completed, the positions will be posted in accordance with the procedures contained in Letter No. 9, dated June 23, 1977, regarding lead positions. Subsequent to instituting the certification program, if an employee bids on a Locomotive Inspector position and has not been certified, he will be awarded the position if he can demonstrate that he meets the certification requirements.

This differential replaces the Inspecting Locomotive differential; Locomotive Inspectors may be required to sign reports.

NOTE: When training which is necessary for such positions is offered, employees not previously trained will be selected for training in seniority order, fitness and ability being equal. Also, the IAMAW will be given the opportunity to participate and provide input into the development of the certification standards, as well as the necessary training programs. The certification standards will be based on the FRA regulations involving locomotives and the requirements of Amtrak's passenger service operation. In addition, the replacement of the inspecting locomotive differential (Letter No. 3 of the June 23, 1977 Agreement) does not eliminate the provisions for the establishment of positions and the requirements for the payment of the differential where there are no assigned positions. (See Appendix J, July 23, 1992, letter from Senior Director-Labor Relations J. M. Livingood to Arbitrator John MacWrite, concerning the application of this provision.

(b) When performing work paying a differential for 4 hours or less, the differential will be paid on the hourly basis with a minimum of 1 hour and a minimum of 8 hours for 4 or more hours of work.

RULE 42 - SERVICE LETTERS:

Employees whose applications are approved and who have been in the service 60 days or longer, shall upon written request, if they leave the service of the Company, be furnished with a service letter showing length of service, capacity in which employed and cause for leaving.

RULE 43 - DULY ACCREDITED REPRESENTATIVE:

Where the term "duly accredited representative" appears in this Agreement, it shall be understood to mean the regularly constituted committee General Chairman and/or the officers of the International Association of Machinists and Aerospace Workers.

RULE 44 - COMMITTEE WORK:

- (a) Conferences and hearings between Local Officers and Local Committees will be held during regular working hours without loss of time to Committeemen, and when payment for such is made, such time will be considered as compensated service for both Vacation and Holiday qualifying time.
- (b) The Corporation shall not discriminate against any of its employees who are selected as representatives of the Organization, who from time to time represent other employees; nor shall the Corporation discriminate against any employee for testifying on behalf of other employees.
- (c) The Corporation will provide the Organization with a current list of the officers designated to handle appeals under the provisions of Rules 24 and 25 of this Agreement.
- (d) The union will be responsible for notifying the Corporation as to who its "duly accredited representatives" shall be. The list to be amended as often as needed.

RULE 45 - UNION SHOP - DUES DEDUCTION:

The Union Shop - Dues Deduction Agreement (Appendix "B" hereto) is included in and made a part of this Agreement.

RULE 46 - PAYING OFF:

- (a) Employees will be paid off during their regular working hours, semi-monthly, except where state laws provide for other arrangements. Should the regular pay day fall on a holiday or days when the shops are closed down, employees will be paid on the preceding day.
- (b) Where there is a shortage equal to 1 day's pay or more in the pay of an employee, a voucher will be issued to cover the shortage.
- (c) During inclement weather, provision will be made where buildings are available to pay employees under shelter.
- (d) Local committees will be notified of the regular pay dates at each location.

RULE 47 - DAYLIGHT SAVING TIME:

If and when Daylight Saving Time is placed into effect at any point, by reason of which employees on the third trick will ordinarily work 1 hour less than their regular tour of duty, payment will be made for the actual hours worked; when Standard Time is restored, and the employees on such trick are required to work 1 hour more than their regular tour of duty, in that case, also they will receive pay for the actual hours worked. The intent of this is that actual hours worked will govern payment to employees, and the time worked in excess of 8 hours will be paid for at time and one-half.

RULE 48 - UNION REFERRAL:

The union shall have the right to refer prospective employees to the Company. Such referrals shall be considered by the Company on the same basis as any other applicant seeking employment and if found by the Company to be satisfactory, and a position is available, shall be hired by the Company.

RULE 49 - DATE EFFECTIVE AND CHANGES:

- (a) This Agreement shall be effective September 1, 1977, and shall remain in force until changed as provided herein or in accordance with the Railway Labor Act, as amended.
- (b) This Agreement is in full settlement of the Organization's Section 6 Notice dated November 29, 1974.
- (c) Except as otherwise specifically provided, exceptions to any rule in this Agreement may be made in writing by mutual agreement between the parties signatory hereto.

RULE 50 - HOURS OF SERVICE AND REST DAYS:²⁸

The following will apply at mechanical locations where the work is dependent primarily on the inspection, running repair servicing and/or dispatching of trains when the provisions of the current Rule would necessitate the use of an otherwise unnecessary additional shift or regularly recurring overtime:

- (1) An eight (8) hour period, not necessarily consecutive, shall constitute a day's work. Where split shifts are established, the assignments will consist of two work periods, inclusive of meal period in one of the segments, of four hours each. The hours to be worked will be established by the local committee and local management, as determined by the requirements of service. Overtime will be paid for all work outside the hours of the two segments.
- (2) At points where tri-weekly service occurs and where trains are operated on Saturday or Sunday, the rest days for the employees at those locations need not be consecutive.
- (3) This rule will not apply to Amtrak mechanical facilities at the following locations except by agreement between the Director Labor Relations and the General Chairman:

Los Angeles, CA	New Haven, CT
Chicago, IL	New York, NY
Albany, NY	Boston, MA
Beech Grove Shop, IN	Wilmington, DE
New Orleans, LA	Philadelphia, PA

28 Adopted May 27, 1982.

RULE 51 - TRAINING:²⁹

When employees require additional training to become or remain qualified for positions, they may be assigned to classroom or on-the-job training at such times and places as necessary. Employees will be paid at the pro-rata rate for classroom or on-the-job training not to exceed eight hours pay per day. If it is necessary to change the rest days or working hours of employees in order to provide this training, the Carrier may do so and no overtime shall be paid as long as two rest days are allowed in a seven-day period commencing with the first day of training.

RULE 52 - TRAINING-TRAVEL ADVANCES:³⁰

Employees sent from their seniority point for five or more consecutive workdays to receive training, and who will require overnight lodging, will be given, upon request, travel advances to cover estimated meal, lodging and transportation expenses to the extent such expenses are not paid directly by the Corporation. Such request must be made at least 15 workdays before the advance is required.

Employees who receive travel advances must document their actual expenses by submitting expense reports within 10 calendar days of their return to their headquarters. Should the travel advances exceed the actual expenses, the difference will be submitted with the expense reports.

RULE 53 - TERMINATION OF SENIORITY:³¹

The seniority of any employee whose seniority under an agreement with IAM is established after the effective date of this Article and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

The "365 consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an I.C.C. employee protection order or an employee protection agreement or arrangement.

RULE 54 - PERSONAL LEAVE:³²**Section 1**

A maximum of two days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982 shall be entitled to one day of personal leave in subsequent calendar years;

Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two days of personal leave in subsequent calendar years.

29 Adopted May 27, 1982.

30 Adopted May 27, 1982.

31 Mediation Agreement, Case A-11544, Article V, dated December 18, 1987.

32 Mediation Agreement, Case A-10800, Article X, dated December 11, 1981; Adopted May 27, 1982.

Section 2

- (a) Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.
- (b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
- (c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute work on a position vacated among other employees covered by the agreement with the organization signatory hereto.

Section 3

This Article shall become effective on January 1, 1982 except on such carriers where the organization representative may elect to preserve existing local rules or practices pertaining to personal leave days and so notifies the authorized carrier representative on or before such effective date.

RULE 55 - PERFORMANCE REVIEW OF M OF E WORK:³³

A committee comprised of a representative from the organization, the Chief Mechanical Officer, or his designee(s), and the Director-Labor Relations is established to review the performance of maintenance of equipment work by Amtrak forces, both work currently performed and work which may be performed in lieu of a contractor. Any member of the committee may petition to meet over such issues and a meeting will be arranged as soon as practical; however, there will be at least one meeting every six months.

RULE 56 - SPECIAL ACCOUNTS:³⁴

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

33 Adopted August 3, 1992.

34 Adopted August 3, 1992.

RULE 57 - PART TIME:³⁵

- (a) Part time machinist positions may be established subject to approval of the General Chairman and Director Labor Relations at new locations and for new commuter services including locations where Amtrak now contracts but does not employ machinists.
- (b) The parties agree to establish a labor/management committee to study the implementation of part time employees at existing locations and for new work. The recommendations of this committee may be implemented by mutual agreement.

RULE 58 - LOCK-IN FOR SPECIAL PROJECTS:³⁶

Amtrak may establish Special Project Gangs to provide a dedicated work force for the performance of capital projects, major overhaul, modifications, or in-sourcing work on rolling stock or component parts.

When Amtrak intends to establish a Special Project Gang, it shall give at least thirty (30) days written notice thereof to the interested General Chairman, such notice to contain the following information:

1. Description of Project
2. Estimated length of time required for completion
3. Number of positions to be assigned

Such positions will be advertised in accordance with the bulletin and assignment rules of the Agreement including designation as such. With the exception of hardship or higher rated positions, employees who secure a position in a Special Project Gang through the bulletin process must remain on the designated project for its duration, not to exceed 12 months. Employees holding assignment in such gangs may not be displaced unless the employee making such displacement is doing so due to Carrier action, i.e. abolishment of position(s), rearrangement of forces or to avoid furlough.

If in order to become qualified for a “Special Project” position an employee accepts training at Amtrak’s expense, the employee will not be allowed to voluntarily bid off such position for a period of twelve months, except to attain a higher rated position.

It is understood a “Special Project” is an activity separately funded from regular program maintenance, is an independent activity which has a specific budget and schedule for completion.

For purposes of this rule, the Family and Medical Leave Act will serve as a guide in defining hardship as intended herein.

An employee bidding to and awarded a position outside the gang as defined herein, may be held on his/her former gang position until such is filled by a qualified applicant.

35 Adopted March 1, 1999.

36 Adopted March 1, 1999.

RULE 59 - OCCUPATIONAL HEALTH WORK RELATED INJURY PROJECT:³⁷

IAM and Amtrak shall adopt and implement elements of the current On-Duty Injury Project designed to deliver quality, more cost effective medical care and rehabilitative services. The parties further agree to cooperate in the establishment of a joint union/committee to review processes to facilitate employees returning to work, as may be further necessary.

RULE 60 - AMTRAK/LABOR PRODUCTIVITY COUNCIL:³⁸

The IAM 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 IAM and management shall each designate employee representatives in writing, and may revoke such designations at any time. Employee representatives designated by the IAM 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 projects and work processes.

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

1. Current proposed modes of work organization and methods.
2. Training.
3. Issues of workplace quality of life and fair treatment.

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

1. Reducing injuries and associated costs.
2. Efficient use of materials and reduction of wastage.
3. Reducing other costs associated with job planning and execution.
4. Increasing productivity in core activities.
5. Increasing revenue through on-time performance.

37 Adopted March 1, 1999.

38 Adopted March 1, 1999.

Contracting-In. It is anticipated that productivity enhancement will permit additional Amtrak work to be performed and increase shop capacity for contracting-in from other railroads (commuters and freight), thereby growing revenue.

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 the value of increased efficiencies and savings to Amtrak's bottom line. Savings up to \$3.0 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 \$3.0 million per year, 50 percent of those savings shall be paid to employees as a bonus above normal wages and payments.

RULE 61 - BANK TIME:³⁹

Machinists at their option, may elect to accept compensatory time off in lieu of the overtime premium. The straight-time portion of overtime pay will be paid and the half time portion of the overtime will be accrued in a compensatory time bank. Employees may not accrue more than 40 hours in the compensatory time bank.

Compensatory time off will be taken in 8-hour segments (or 10-hour in the case of employees in 4 x 10 work weeks), provided, however, such day(s) may be taken only when consistent with the requirements of the carrier's service:

- * If the employees desires to take 40 hours of compensatory time off at one time (as a full week), the employee must provide 60 days advance notice.
- * Single days may be taken upon 48 hours' advance notice from the employee to the proper carrier supervisor.
- * Up to two 8-hour segments of compensatory time may be taken in a year without advance notice requirement other than that the employee give notice before the beginning of the shift. Compensatory time will not constitute compensation for bridging purposes in the application of the Holiday Rule.

Use of compensatory time is subject of approval of the appropriate supervisor.

Compensatory time off will be paid for at the pro-rata rate of the employee's regularly assigned position.

³⁹ Adapted March 1, 1999.

Effective this 1st day of September, 1977.

FOR THE INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE WORKERS:

/s/ J. E. Burns, Jr.
J. E. Burns, Jr., President &
Directing General Chairman

FOR THE NATIONAL
RAILROAD PASSENGER
CORPORATION:

/s/ A. R. Lowry
A. R. Lowry, Director
Labor Relations

/s/ J. R. Johnson
J. R. Johnson
Senior Labor Relations
Officer

APPENDIX A**HOLIDAYS**

Section 1. Subject to the qualifying requirements contained in Section 2 hereof, and to the conditions hereinafter provided, each employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

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

- (a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.
- (b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.
- (c) Subject to the applicable qualifying requirements in Section 2 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (b) above, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

Section 2. A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the carrier is credited to the workdays immediately preceding and following such holidays or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Except as provided in the following paragraph all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and day following the holiday they satisfy one or the other of the following conditions:

- (i) Compensation for service paid by the carrier is credited; or
- (ii) Such employee is available for service.

NOTE: "Available" as used in subsection (ii) above is interpreted by the parties to mean that an employee is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

For the purposes of Section 1, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the work day following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee whom he is relieving.

Compensation paid under sick-leave rules or practices will not be considered as compensation for the purposes of this rule.

Section 3. Under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a work day, a rest, and/or a vacation day.

Section 4. When any of the ten recognized holidays enumerated in Section 1 of this Rule, or any day which by agreement, or law or proclamation of the State or Nation, has been substituted or is observed in place of any of such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

APPENDIX B
AGREEMENT
between
THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS
and
THE NATIONAL RAILROAD PASSENGER CORPORATION

1. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Company now or hereafter subject to the rules and working conditions agreement between the parties hereto shall, as a condition of their continued employment subject to such agreement, become members of one of the Organizations party to this agreement representing their crafts or classes within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of the agreement, and thereafter shall maintain membership in good standing in such Organization; except that such membership shall not be required of any individual until he has performed thirty (30) days of such compensated service within a period of twelve (12) consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreement.
2. (a) Employees who have secured seniority under the rules and working conditions agreement and who are subsequently regularly assigned or transferred to full-time employment not covered by such agreement or are furloughed on account of force reduction will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment or furloughed as herein provided, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreement they shall, as a condition of their continued employment subject to such agreement, be required to become and remain members in good standing in the Organization within thirty (30) days from date of their return to such service.

(b) The seniority status and rights of employees granted leave of absence to serve in the Armed Forces shall not be terminated by reason of any of the provision of this agreement but such employees shall, upon resumption of employment, be governed by Section 1 of this agreement.
3. Nothing in this agreement shall require an employee to become or to remain a member of an Organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other members, or if the membership of such employee is denied or terminated for any reason other than 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. For purposes of this Section, dues, fees, and assessments shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.
4. (a) The Company will furnish to the Organization information with respect to the employment status of employees represented by it, and which information is pertinent to the administration

of this agreement. The Organization will notify the Company in writing of any employee who by reason of failure to comply with the terms of this agreement is not entitled to continue in employment. Upon receipt of such notice, the Company will, as promptly as possible but within ten (10) calendar days of such receipt, so notify the employee concerned in writing by certified mail, return receipt requested, or by personal delivery evidenced by receipt. Copy of such notice shall be given the Organization. Any employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall, within a period of ten (10) calendar days from the date of such notice, request the Company in writing to accord him a hearing which shall be held as soon as possible and within ten (10) calendar days of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing by certified mail, return receipt requested, or by personal delivery evidenced by receipt. Copy of notice of such hearing shall be given to the Organization and the Organization shall attend and participate in the hearing. The receipt by the Company of a request for hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Company is rendered. In the event the employee concerned fails to request a hearing as provided herein, the Company shall proceed to terminate his employment and seniority not later than thirty (30) calendar days from receipt of the above described notice from the Organization, unless the Company and the Organization agree otherwise in writing.

- (b) The Company shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement, and shall render a decision accordingly. Such decision shall be rendered within ten (10) calendar days of the hearing date and the employee and the Organization shall be promptly advised thereof. If the decision is that the employee has not complied with the terms of this agreement, his employment and seniority shall be terminated within ten (10) calendar days of the date of said decision, unless the Company and the Organization agree otherwise in writing. If the decision of the Company is not satisfactory to the employee or to the Organization, it may be appealed directly to the highest officer of the Company designated to handle such appeals. Such appeals shall be taken within ten (10) calendar days of the date of the decision appealed from, and if taken, shall operate to stay action on the termination of employment, until the decision on appeal is rendered. The Company shall promptly notify the other party in writing of any such appeal. The decision on such appeal shall be rendered within ten (10) calendar days of the date the appeal is taken, and the employee and the Organization shall be promptly advised thereof. If the decision on such appeal is that the employee has not complied with the terms of this agreement, his employment and seniority shall be terminated within ten (10) calendar days of the date of said decision, unless the Company and the Organization agree otherwise in writing. Such decision on appeal shall be final and binding unless within ten (10) calendar days thereof the Organization or the employee involved requests the selection a neutral person to decide the dispute as provided in Section 4(c) below. Any request for selection of a neutral person as provided in Section 4(C) below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.
- (c) If within ten (10) calendar days after the date of a decision on appeal by the highest officer of the Company designated to handle appeals under this agreement the Organization or the

employee involved requests such highest officer in writing that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Company designated to handle appeals under this agreement or his designated representative, the Chief Executive of the Organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection a neutral person, any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Company, the Organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Company, the employee and the Organization shall be promptly advised thereof in writing. If the position of the employee is sustained, such fees, salary and expenses shall be borne in equal shares by the Company and the Organization. If the position of the employee is not sustained, such fees, salary and expenses shall be borne in equal shares by the Company, the Organization and the employee.

- (d) Time limits specified in this Section may be extended in individual cases by written agreement of the Company and the Organization.
 - (e) The Organizations shall notify the Company in writing of the titles(s) and address(es) of their officers or representatives who are authorized to serve and receive notices described in this Section. The Company shall notify the Organizations of the title(s) and address(es) of its officers or representatives who are authorized to receive the notices described in this Section.
5. The Company shall not be required to terminate the employment of any employee until such time as the services of a qualified replacement are available. The determination of whether a qualified replacement is available shall be made jointly by the designated representative of the Company and the designated representative of the Organization. The Company may not, however, retain any employee in service under the provisions of this paragraph for a period in excess of ninety (90) calendar days from the date of the Organization's original notice or sixty (60) calendar days from the date of the last decision rendered in accordance with Section 4 above. Employees whose service is extended under the provisions of this Section shall not, during such extension, retain or acquire any seniority rights.
 6. An employee whose employment and seniority is terminated pursuant to the provisions of this Agreement shall have no time or money claim by reason thereof.
 7. In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the Company under the provisions of this Agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Company against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this sentence shall not apply to any case in which the Company is the plaintiff or the moving party in the action which the aforesaid determination is made or in which case the Company acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense to the Company in defending suits by

employees whose seniority and employment are terminated by the Company under the provisions this Agreement.

PAYROLL DEDUCTION

8. Subject to terms and conditions hereinafter set forth, the Company will deduct from the wages of employees, membership dues, initiation fees and assessments (excluding fines and penalties) whenever applicable each month, all of which as may be uniformly required as a condition of the employees acquiring or retaining membership in the Organization and upon their written and unrevoked authorization on the form (Individual Authorization Form) agreed upon by the parties hereto, copy of which is attached and made a part hereof.

The designated representative of the Organization shall promptly notify in writing the Officer or Officers designated by the Company of any special assessments or changes in amounts of fees or dues, and shall also furnish to such designated Officer or Officers of the Company, the individual authorization forms as provided for herein.

- 9 (a) Individual authorizations to be effective for a particular month must be in the possession of the Company not later than the twentieth (20th) day of the month preceding the month in which such deductions are to be made.

(b) The designated representative of the Organization shall furnish to the Company an initial statement, in alphabetical order showing deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, not later than the fifth (5th) day of the month in which the deductions become effective. Subsequent monthly deductions will be based on the initial statement, plus a monthly statement showing additions or deletions, furnished in the same manner as the initial statement required hereby.

10. Said deductions will be made only from wages earned in the first pay period of each month and shall be remitted by check to the officer designated by the Organization not later than the end of the month in which deductions are made, accompanied by a list in alphabetical order showing the names of the employees for whom deductions were made, the amount of the deductions and the total amount of money deducted. If the earnings of the employees are insufficient in the first pay period of the month to permit the full amount of the deduction, no deduction will be made for that month. In the event of any excess or shortage in said deductions for an individual employee, said excess or shortage will be subject to adjustment by the Organization and the individual employee.

11. The following payroll deductions will have priority over the deductions covered by this Agreement:

Federal, state and local taxes.
Other deductions required by law and court orders.
Amounts due Company.

12. The deductions provided for herein shall not be effective with respect to any individual employee until the Company has been furnished with written authorization of assignment of wages of such monthly membership dues, initiation fees, reinstatement fees, and assessments. Such assignment

shall be revocable in writing after the expiration of one year, or upon termination of this Agreement.

13. Responsibility of the Company under this arrangement shall be limited to remitting to the Organization the amount actually deducted from wages of employees pursuant hereto and the Company shall not be responsible financially or otherwise for failure to make deductions or for improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Organization, and any complaints against the Company in connection therewith shall be handled by the Organization on behalf of the employee concerned.
14. The organizations shall indemnify and save harmless the Company from and against any and all claims, demands, liability, losses or damage resulting from the entering into this Agreement or arising or growing out of any dispute or litigation from any deductions made by the Company pursuant to this Agreement, except for remitting to the Organizations the monies deducted pursuant to this Agreement; provided, however, that this sentence shall not apply to any case in which the Company is the plaintiff or the moving party in the action or in which the Company acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense of the Company in defending suits by employees as a result of the Company's action under this Agreement.
15. In the event of a change in representation of employees now represented by the Organizations, this Agreement shall be automatically terminated as of the date official notification is received from the National Mediation Board of such change in representation.

APPENDIX C**NATIONAL VACATION AGREEMENT**

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in the National Agreements of August 21, 1954, August 19, 1960, November 20, 1964, December 15, 1966, January 13, 1967, December 28, 1967, June 24, 1968, February 25, 1971, December 6, 1978 and December 11, 1981, with appropriate source identifications.

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

1. (a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.
- (b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.
- (c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.⁴⁰
- (d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.⁴¹

40 Revised May 27, 1982.

41 Revised May 27, 1982.

- (e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.
- (f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.
- (g) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.
- (h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.
- (i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.
- (j) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.
- (k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad

service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

- (l) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the same carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to employing officer, a copy of such request to be furnished to his local or general chairman.

(From Article III - Vacations - Section 1 of 2-25-71 Agreement)

2. Insofar as applicable to the employees covered by this Agreement, Article 2 of the Vacation Agreement of December 17, 1941, as amended, is hereby canceled.

(From Article II - Vacations - Section 2 of 12-28-67 and 6-24-68 Agreements)

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

(From Section 3 of 12-17-41 Agreement)

An employee's vacation period will not be extended by reason of any of the nine recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the nine holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

(Article III - Vacations - Section 3 of 2-25-71 Agreement)

4. (a) Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations.

The local committee of each organization signatory hereto and the representatives of the Carrier will cooperate in assigning vacation dates.

- (b) The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee of each organization affected signatory hereto and the proper representative of the Carrier will cooperate in the assignment of remaining forces.

(From Sections 4--(a) and 4--(b) of 12-17-41 Agreement)

5. Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employee.

If a carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance hereinafter provided.

(From Section 5 of 12-17-41 Agreement)

Such employee shall be paid the time and one-half rate for work performed during his vacation period in addition to this regular vacation pay.

NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time under specified conditions.

(From Article I - Vacations - Section 4 of 8-21-54 Agreement)

6. The carriers will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employees remaining on the job, or burden the employee after his return from vacation, the carrier shall not be required to provide such relief worker.

(From Section 6 of 12-17-41 Agreement)

7. Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:
 - (a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment.
 - (b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this agreement.
 - (c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.

- (d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.
- (e) An employee not covered by paragraphs (a), (b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

(From Section 7 of the 12-17-41 Agreement)

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

(From Article IV - Vacation - Section 2 of 8-19-60 Agreement)

- 9. Vacations shall not be accumulated or carried over from one vacation year to another.

(From Section 9 of 12-17-41 Agreement)

- 10. (a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.
- (b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.
- (c) No employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.

(From Section 10 of 12-17-41 Agreement)

- 11. While the intention of this agreement is that the vacation period will be continuous, the vacation may, at the request of an employee, be given in installments if the management consents thereto.

(From Section 11 of the 12-17-41 Agreement)

12. (a) Except as otherwise provided in this agreement a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.
- (b) As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their position under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.
- (c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

(From Section 12 of 12-17-41 Agreement)

13. The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacation with pay agree that the duly authorized representatives of the employees, who are parties to one agreement, and the proper officer of the carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this agreement, provided that such changes or understandings shall not be inconsistent with this agreement.

(From Section 13 of 12-17-41 Agreement)

14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall be referred for decision to a committee, the carrier members of which shall be the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act as amended, in the event committee provided in this section fails to dispose of any dispute or controversy.

(From Section 14 of 12-17-41 Agreement)

15. Except as otherwise provided herein this agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such shall then have a period of thirty (30) days from the date of receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

(From Article III - Vacations - Section 2 of 2-25-71 Agreement)

Except to the extent that articles of the Vacation Agreement of December 17, 1941 are changed by this Agreement, the said agreement and the interpretations thereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, date June 10, 1942, July 20, 1942 and July 18, 1945 and by Referee Morse in his award of November 12, 1942 shall remain in full force and effect.

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof.

(From Article I - Vacations - Section 6 of 8-21-54 Agreement)

APPENDIX D-1

BULLETIN

Place: _____

Date: _____

Bulletin No. _____

To Employees Concerned :

The following position is hereby advertised for applications or bids in accordance with Rule 6 of the Agreement. Applications or bids shall be submitted to the undersigned (and a copy to the Local Chairman or Committeeman) where they will be received up to midnight (date) .

Location: _____

Title of Position: _____ Section: _____

Rate of Pay: _____ Hours of Assignment: _____

Days of Assignment: _____ Days of Rest: _____

Meal Period: _____ New Position or Vacancy: _____

Permanent or Temporary: _____

Temporary-Probable Duration: _____

Description of Duties: _____

Minimum Qualifications: _____

Prepared by _____

Signature

Title

APPENDIX D-2

JOB BID

I hereby apply for the position of _____
covered by Bulletin # _____.

Name of applicant: _____.

My present position is _____ in the
_____ Department. Telephone extension _____

My supervisor is _____. Supervisor's phone _____

A copy of this application was given to _____
_____ Committeeman
on _____.
Time and Place

Committeeman's signature _____

NOTE: Bid forms must be prepared in duplicate, one for the office issuing the Bulletin, the other for the Committeeman. A separate bid form must be submitted for each Bulletin referred to. If a Bulletin covers more than one position, one bid form is acceptable, but be sure to indicate exactly the numbered position or positions you desire.

APPENDIX E
RATES OF PAY

The following are the rates of pay in effect on July 1, 1999.

Job Code	Description	Full Rate	Differentials
M2100	MACHINIST JOURNEYMN	17.8700	
M2112	MACHINIST-LEAD	17.8700	0.5000
M2113	MACHINIST WELDER	17.8700	0.5000
M2115	MECH TECHNICIAN	18.6100	
M2116	INSPECTOR LOCO	17.8700	0.5000
M2117	MECH INSPECTOR	17.8700	0.1000
M2133	ROAD MECHANIC BOS	4093.8500	
M2134	ROAD MECH-OT RT BOS	17.5400	
M2135	MACHINIST-CHICAGO	17.9600	
M2137	BUILDNG SYS SPEC NY& PHL	19.4200	
M2138	MACH TEC LAX TALGO	18.5300	
M2139	MACH LAXTALGO TRNEE	15.6700	

* Apprentice rates, graded rates, and other various rates also apply but are not listed.

APPENDIX F

Transfer Form

Name: _____

Seniority District: _____

Furloughed Date: _____

Seniority Date: _____

I wish to make application to transfer to the following point(s), with the understanding that when forces are increased at my home point, I will be permitted to return. This request for transfer, if honored, is made without expense to the Company.

First Choice: _____

Second Choice: _____

Third Choice: _____

Employee Signature

Date

Duly Authorized Representative

Date

APPENDIX G
AGREEMENT
BETWEEN
THE NATIONAL RAILROAD PASSENGER CORPORATION
AND
THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

IT IS AGREED:

Amtrak will furnish upon request without cost to the employee, hand tools Amtrak deems required for the employee to properly perform his duties.

Tools provided under this Agreement will remain the property of Amtrak and Amtrak will administer the procurement, utilization and security of such tools.

Employees who have been furnished tools under this Agreement who leave the service of Amtrak for any reason shall return all tools provided by Amtrak in good working condition and shall reimburse Amtrak for any missing tools.

An employee who desires to avail himself of the provisions of this Agreement will sign a receipt which will list the tools assigned to him and acknowledge his responsibilities therefore. A sample receipt is attached and identified as Attachment.

This Agreement will remain in effect until changed in accordance with the Railway Labor Act, as amended.

FOR THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION:

/s/ Joseph E. Burns Jr.
Joseph E. Burns, Jr., Directing
General Chairman

/s/ A. L. Lowry
A. R. Lowry, Director
Labor Relations

/s/ R. E. Duckworth
R. E. Duckworth, General Chairman

/s/ J. R. Johnson
J. R. Johnson
Labor Relations

/s/ John Peterpaul
John Peterpaul, General Vice
President

Attachment "A"

RECEIPT FOR TOOLS

This will acknowledge receipt that the following tools have been issued me by the National Railroad Passenger Corporation:

It is understood that tools furnished to me are for my personal use while at work, but such tools remain the property of the Company and accountability for such tools (less reasonable wear and tear) while in my care is my obligation.

(Name)

(Date)

Exhibit A
Letter No. 1

May 27, 1982

Mr. J. E. Burns, Jr.
President-Directing General
Chairman
International Association of
Machinists and Aerospace Workers
2600 Dixwell Avenue
Hamden, CT 06514

Dear Mr. Burns:

It is agreed that the term “administer the security” in the November 21, 1974 Tools Agreement means that the Corporation has responsibility to ensure that the employee has a responsibility to ensure that the employee has a way to secure his tool at the work location (e.g., a locker to put them in, a hasp to lock the box, etc.).

The employee is then responsible to secure those tools, and if he does not, he is responsible to replace and missing tools.

If a dispute arises over application of the November 21, 1974 Tools Agreement and/or this interpretation, it shall be handled as a grievance under Rule 25.

Very truly Yours,

/s/ J. R. Johnson
J. R. Johnson
Director of Labor Relations

AGREED:

/s/ J. E. Burns Jr
J. E. Burns, Jr
President-Directing General
Chairman

APPENDIX H

CHICAGO, ILLINOIS SENIORITY DISTRICT

AGREEMENT, DATED APRIL 19, 1976

MEMORANDUM OF AGREEMENT BETWEEN THE EMPLOYEES REPRESENTED BY THE INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS AND THE NATION RAILROAD PASSENGER CORPORATION (AMTRAK)

Whereas, Amtrak has acquired the Penn Central's 12th and 16th Street Passenger facilities and will acquire the Santa Fe's 21st Street Passenger Coach Yard in Chicago, and,

Whereas, it is the long range planning of Amtrak to establish and maintain a consolidated, efficient and modern maintenance and repair facility to service Amtrak equipment in the Chicago area, and,

Whereas, it is the desire of the parties signatory hereto to accord all railroad employees affected in the future by such consolidations and employed by Amtrak, their railroad seniority,

NOW, THEREFORE, IT IS AGREED

1. A seniority district is hereby established for the Chicago district for Employees represented by the International Association of Machinists and Aerospace Workers.
2. The Chicago District is defined to be the territory extending on a 30-mile radius from the Chicago Union Station.
3. (a) Effective 30 days from the date of this Agreement separate seniority rosters will be established for each craft and class, dovetailing the seniority of all employees in the crafts and classes covered by this Agreement employed in the Chicago District.

(b) The present employees employed at Brighton Park will have an asterisk placed beside their names on the seniority roster indicating they have prior rights to positions covered by the International Association of Machinists and Aerospace workers at Brighton Park. Employees hired subsequent to the date of this Agreement will not be accorded prior rights.
4. In case of future assumptions of railroad employees in the Chicago District, such employees accepting employment will be dovetailed into the appropriate Chicago District seniority roster in accordance with their railroad seniority in the class and craft.

Signed at Washington D. C. this 19th day of April, 1976.

FOR THE INTERNATIONAL ASSOCIATION
OF MACHINISTS & AEROSPACE WORKERS:

/s/ Joseph E. Burns Jr

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION:

/s/ A. R. Lowry

APPENDIX I
APPRENTICE TRAINING PROGRAM AGREEMENT
EFFECTIVE APRIL 1, 1977
REVISED MAY 27, 1982

AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

The Corporation and the International Association of Machinists and Aerospace Workers have agreed to establish an Apprentice Training Program as set forth herein designed as a cooperative effort to train Apprentices to become qualified Journeymen.

During his apprenticeship, the apprentice shall receive such instruction and experience in all branches of the trade as is necessary to develop a practical and versatile craftsman, versed in the theory and practice of the trade.

I. Administration

The Corporation will appoint a "General Supervisor of Apprenticeship Training" to supervise and administer the Apprenticeship Training Program as outlined herein. He will be assisted by designated representatives assigned to the training facilities and work locations to successfully carry out the training curricula. These personnel will coordinate formal and on-the-job training with line supervisors in order to carry out the program.

II Types and Terms of Apprenticeship

There shall be two classes of apprentices in each craft, regular apprentices and helper apprentices. A regular apprentice shall serve six periods of 122 eight-hour days. A helper apprentice shall serve four (4) periods of 122 eight-hour days. The training period of helper apprentices contemplates two years of experience as helper (400 days of compensated service as counted above); therefore helper apprentices who start their apprenticeship with less than two years of experience as helper shall serve additional time during their apprenticeship equal to the number of days they fall short of two years' experience, with one day of apprenticeship counting as two days as a helper. These training periods contemplate days of actual work on regular working days. However, paid holidays falling on days of the apprentice's work week and vacation with pay shall be credited toward the required days of the training period in the same manner as days of work. Overtime worked by apprentices shall not be counted. Regular and helper apprentices shall be subject to all other rules governing apprentices.

III. Qualifications and Selection for Apprentices

A. The selection of apprentices shall be on the basis of background, experience, ability to learn, and other factors related to job performance as specified in the Amtrak Standards of Apprenticeship. Apprentices will be selected without regard to race, creed, color, sex, or national origin. Applicants for helper apprentices must have worked at least two years as a

helper in the craft. Qualified helpers will be given preference in order of their seniority as helpers. During the first period, if a helper apprentice does not show an aptitude to learn the trade, he will not be retained as an apprentice, but shall be set back to helper.

- B. During the first 122 work days of an apprenticeship, a regular apprentice may be dropped from the program if he does not show the aptitude or the desire to learn the trade. He will not be retained as an apprentice.
- C. Apprentices will hold seniority on the seniority district where initially employed, as of the first day worked as apprentice. This seniority will be utilized only for the purpose of vacation selection, reductions in force and for choice of working hours and rest days, when more than one apprentice is in training at the same point and when a seniority preference can be honored without interfering with training in the various aspects of work. Apprentices will not obtain seniority on other seniority districts to which they may be transferred for the purpose of acquiring training and experience.

IV Training for Apprentices

- A. The Apprentice Training Program will consist of varying combinations of academic instruction, laboratory training, and on-the-job training. At each point where apprentices are employed, the local chairman of each craft and the designated management representatives shall cooperate to establish a schedule of mechanic's work in order that, upon completion of the program, the apprentice will be able to perform satisfactorily all of the work that is required at that point. It is also understood that the amount of work available and its complexity will require variation in the work schedules from point to point.
- B. Each Regular Apprentice must complete a minimum of ten (10) eight-hour days of classroom instruction for each of the six (6) training periods, a Helper Apprentice must complete a minimum of ten (10) eight-hour days of classroom instruction being conducted at a point designated by the Corporation. It is understood that the Corporation may arrange the classroom training in other concentrations than those described above, so long as the minimum amount described above is provided.
- C. If possible, when arranging to utilize the training facilities, classes will not be scheduled on Thanksgiving and/or Christmas.
- D. During the time employees are temporarily away from their regularly assigned positions on authorized classroom training sessions, the classroom site will be their recognized headquarters and they shall be considered as working with and under the direction of the designated instructors.
- E. All participants in the program will be furnished the appropriate training material at the beginning of each period of training to enable them to prepare for examination for each period of training.

All the required training materials and documents will be furnished by the Carrier at no expense to the employe.

Throughout the term of apprenticeship, the apprentice will receive instruction in the practices of safety. The local chairman and the designated Corporation officers shall review the work schedule at least once each calendar year to assure that it is revised periodically to keep abreast of changing conditions.

V. Expenses

- A. In connection with classroom instruction and rotating apprentice, the Company will arrange and pay for lodging facilities, where necessary, that will be of adequate quality and with the assignment of not more than two (2) employes to a room beginning on the night before the training classes begin., continuing throughout the time classes are in session. Employes who will not occupy such lodging facilities and employes who will not attend scheduled classroom sessions must notify the designated Instructor in advance.
- B. Transportation between the Company-arranged place of lodging and the classroom facility will be made available by the Company.
- C. The Company will arrange for transportation and will reimburse the employes for reasonable meal expenses for travel from their headquarters to the lodging at the classroom training location and return. If transportation is not provided by the Company and his personal transportation is authorized and used, mileage will be allowed for one round-trip between the employe's regular headquarters and the lodging facility at the classroom training location at the rate of fifteen cents (\$0.15) Per mile.
- D. Participants in the classroom training sessions staying in the lodging facilities provided by the Company will have all meals provided from the first day of the session up to the dinner meal on the last day of the session. This does not apply to classroom training sessions at home point.
- E. Employes taking re-examination at training points will be reimbursed for meals, lodging and transportation incident to taking such re-examination.
- F. The following practice will be maintained⁴²:

Apprentices who travel to Beech Grove for training will receive an allowance for meals and miscellaneous expenses for each day they are required to remain at the Beech Grove Training Facility. Payments must be made at the end of each training week, by local voucher.

VI. Rotation of Positions

- A. Apprentices who are required. at the direction of Management to travel more than twenty (20) miles from their assigned headquarters on account of being rotated will be paid travel time at their pro rata rate including waiting time en route but not to exceed eight (8) hours in any given day. Such employes must report at the fixed starting time and leave at the fixed release time.

42 Adopted May 27, 1982.

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- B. Lodging and meal expenses will be allowed when assigned more than fifty (50) miles from assigned headquarters within the seniority district. When assigned more than twenty (20) miles from assigned headquarters, the Company will provide transportation or may allow the established mileage rate for highway miles traveled between the trainee's assigned headquarters and the work location to which he is being rotated.
- C. Rotating apprentices from one facility to another will be permitted when agreed to by local officers and the local committees, except that no Agreement will be required when assigning apprentices to a technical training facility.

Training Schedule - Apprentices will receive training and on-the-job experience in the aspects of their trade sufficient to enable them to perform their duties in an efficient and workmanlike manner, in accordance with a detailed program to be prepared and furnished to the General Chairman by the apprentice supervisor, and the response of the General Chairman will be given consideration with the view of upgrading the training programs. The work schedule of helper apprentices shall be the work schedule of regular apprentices, reduced by one-third (1/3). Insofar as practicable, on-the-job training will be on the same subject at the same time. It is recognized that because the facilities and work vary from point to point and seniority district to seniority district, the training schedules will vary accordingly in order to properly train the apprentice for the work he is most likely to be required to perform as a mechanic. These training schedules are not intended to change classification of work rules or jurisdictional practice.

- D. (1) Each apprentice shall be required to take and pass courses of instruction on subjects related to his trade. Re instruction may be given on the job, at technical schools, or through correspondence lessons, or a combination of all three. The required tuition costs, textbook costs, and fees of required correspondence and technical school courses will be paid by the Corporation. If an employe fails a required course of instruction on the first examination, he will be given an opportunity within thirty (30) days after having been so notified to take the examination a second time. Examinations and the grading of examinations will be agreed upon by the Chief Mechanical Officer and the General Chairman, either of whom may designate an individual to represent them. An employe who has accumulated two outstanding failures will be called to attend a joint meeting with local officials and the local committee and issued a warning.

The General Chairman or his designated representative may examine records of the apprentices at any time. If an apprentice is not making satisfactory progress, management and the General Chairman or his designated representative shall investigate to determine the cause and endeavor to correct any deficiencies. Illness or other causes beyond the control of the apprentice will be taken into consideration.

- (2) When it has been determined as a result of a formal hearing, the employe has accumulated three (3) outstanding failures or is more than ninety (90) days behind in his correspondence lessons, he will be dropped from the program and unless he holds seniority in another class or craft, shall be considered as having resigned from the service. An apprentice dismissed from service solely because of unsatisfactory progress in

-
- technical training will be reinstated if he submits all lessons in arrears in satisfactory condition to the apprentice supervisor within twenty (20) calendar days after his dismissal.
- (3) Apprentices will be paid at the straight-time rate for time spent attending related training sessions held during or outside of regular work hours. The apprentice will be credited with one day toward the completion of apprenticeship for each eight (8) hours he spends outside working hours in approved institutional classes in this program.
 - (4) The Corporation will prepare a related instruction program and submit it to the General Chairman for review and consultation. The program is subject to review and consultation at least once each calendar year.
 - (5) Apprentices in service on the effective date of this Agreement will participate in the related instruction to the extent they are able prior to completion of their apprenticeship.
- E. All apprentices will work the first shift during the first one hundred twenty-two (122) days of their apprenticeship and thereafter may be assigned the same hours and work days as mechanics. However, apprentices shall not be placed on the overtime call list; and they will be used for overtime work only when all available mechanics on the overtime call list have been called.
- NOTE: In the event an apprentice is required to participate in instruction at a central training facility or other technical training facility, the shift limitation will not apply and his starting time will be changed automatically while assigned to such facility to coincide with the class schedules at such facilities. It is understood, however, that the apprentice will receive compensation while assigned to such facility in the same manner as if he were working his regular hours at his "home" point.
- G. Experience Credit - Any apprentice with previous experience or formal training applicable to his craft may upon written request submitted to the apprentice supervisor before the end of the first thirty (30) calendar days of the beginning of his apprenticeship, have such experience or training evaluated within thirty (30) days by the apprentice supervisor and the General Chairman. The apprentice supervisor shall, after joint evaluation advise the apprentice within sixty (60) days of the date of the apprentice's request, of any advanced credit he will be granted. If, after joint evaluation, the apprentice supervisor and the General Chairman are unable to agree on granting of advanced credit, and the Chairman confirms his position in writing, the apprentice will be advised that no advanced credit will be granted. Should the General Chairman fail to participate in the evaluation, or fail to submit his decision thereon to the apprentice supervisor within the sixty (60) days, the apprentice supervisor shall make the determination which shall be final. In no event shall such advanced credit result in establishment of a seniority date prior to the first date of actual employment with the Carrier.
- H. General Apprenticeship Committees - A general committee on apprenticeship is hereby established for the International Association of Machinists and Aerospace Workers, composed of the General Chairman or his designated representative and a designated representative of management. These representatives may be changed at any time and may be designated as limited to handling certain subject matters. These committees shall have no

formal organization and shall exist for the sole purpose of expediting the training program contemplated herein. Each committee shall meet at a mutually convenient time on request of either party, and as often as necessary to handle affairs properly within its scope. The individual craft committees shall meet in joint sessions on matters of common concern. Any party requesting a meeting of the committee shall submit a written description of the matters he desires to discuss.

- I. Ratio - The ratio of apprentices shall not be more than two (2) to five (5) mechanics on each seniority district. When the need of the service requires more apprentices, the matter shall be submitted to the General Chairman of the craft involved.

VII. Seniority

- A. A regular apprentice indentured on or after the effective date of this Agreement shall, upon completion of his apprenticeship, be given a seniority date as a journeyman mechanic retroactive seven hundred thirty-two (732) working days from the date of such completion, but not prior to his date of indenture.
- B. A helper apprentice indentured on or after the effective date of this Agreement shall, upon completion of his apprenticeship, be given a seniority date as a journeyman mechanic retroactive four hundred eighty-eight (488) working days from the date of completion, but not prior to his date of indenture.
- C. In counting back the seven hundred thirty-two (732) working days, or four hundred eighty-eight (488) working days (five (5) days per week) all normal working days at the shop in question which were available to be worked and actually worked (whether full days of work or not), plus his paid holidays and vacations with pay, shall be counted. Days not worked because of any reason shall not be counted. This paragraph is not applicable to any apprentice who started his training before the date of this agreement, but the application of this paragraph shall not result in any such apprentice standing lower on the mechanic's seniority roster than apprentices who started training after the date of this Agreement, except for failure to work an available work day.

Time lost due to illness will be credited toward the employees' seniority dates, provided the employees' illnesses are more than four consecutive workdays. (This paragraph added May 27, 1982).

The Credit provided for herein will not be applied retroactively, but such credit will be allowed prospectively for both new and existing apprentices. (This paragraph added May 27, 1982).

- D. Apprentices indentured prior to the effective date of this Agreement shall be required to complete the number of days remaining in their apprenticeship, except no such apprentice shall be required to serve more time subsequent to the effective date of this Agreement than that required by this Agreement.
- E. Upon completion of their apprenticeship, apprentices indentured prior to the effective date of this Agreement shall receive a seniority date on appropriate journeyman mechanic's

seniority roster as of the date one day immediately prior to the effective date of this Agreement. Placement of their names on appropriate journeyman mechanic's seniority roster shall be in order of completion of apprenticeship.

F. An apprentice who leaves the service of the Corporation voluntarily shall be considered as having given up all rights and privileges.

G. A certificate of completion shall be furnished each apprentice on completion of his apprenticeship. A copy of the certificate is included as part of this Agreement.

Certificate of Apprenticeship

This will certify that on _____ 19_____
_____ completed the course of apprenticeship prescribed for
_____ by the National Railroad Passenger
Corporation and is entitled to the rate of pay and conditions of service or a mechanic in that craft.

Name and Title of Appropriate
Office of Corporation

H. Apprentices may, within five (5) calendar days from the date of completion of their apprenticeship, exercise their seniority to displace junior employees.⁴³

VIII. Rates of Pay (Revised effective October 1, 1993)

On the effective date of this Agreement the rates of pay of apprentices will be as follows:

REGULAR APPRENTICES:	<u>Period</u>	<u>Rate</u>
	1st	\$11.92
	2 nd	\$12.02
	3 rd	\$12.22
	4 th	\$12.33
	5 th	\$12.52

43 Adopted May 27, 1982.

	6 th	\$12.71
HELPER APPRENTICES:	<u>Period</u>	<u>Rate</u>
	1st	\$12.84
	2 nd	\$12.95
	3 rd	\$13.04
	4 th	\$13.12

These rates of pay are subject to subsequent general wage increases.

IX. Effect of This Agreement

A. This Agreement is effective April 1, 1977 and shall remain in effect until revised or abrogated in accordance with the Railway Labor Act.

Signed at Washington, D. C., this 25th day of March, 1977.

FOR THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
APPRENTICES:

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION:

/s/ Joseph E. Burns, Jr.
Joseph E. Burns, Jr.
President-Directing General Chairman

/s/ A. R. Lowry
A. R. Lowry, Assistant Vice
Pres. & Director-Labor Relations

/s/ Robert E. Malone
Robert E. Malone

/s/ J. R. Johnson
J. R. Johnson, Senior Labor
Relations Officer

APPENDIX J

**JULY 23, 1992, LETTER CONCERNING APPLICATION OF ARTICLE 1, SECTION 10
AND ARTICLE V, PARAGRAPHS B AND C, OF THE ARBITRATED AGREEMENT,
EFFECTIVE AUGUST 3, 1992**

July 23, 1992

HAND DELIVERED

Mr. John Mikrut:
2236 County Lane
Columbia, MD 65201-6334

Dear Mr. Mikrut:

This will serve to confirm, as discussed and understood, the application of certain provisions contained in Amtrak's final offer proposal submitted in accordance with Section 3 (b) of Joint House Resolution 517.

Article I, Section 10 - Monthly Rates:

Employees who currently have seniority rights to monthly rated positions will be paid such monthly rates when they hold such positions. In such instances, these employees will be paid the monthly rates based on the methods of pay and conditions currently in effect for monthly rated positions. New employees, employees not currently possessing seniority to monthly rated positions, will receive the appropriate hourly rate.

Article V. B - Welding Differentials

The automatic bidder feature for employees who enter welding training after the date of this agreement is meant to apply to employees that voluntarily enter welding training.

Article V. C - Locomotive Inspector Differentials

When training which is necessary for such positions is offered, employees not previously trained will be selected for training in seniority order, fitness and ability being equal. Also, the IAMAW will be given the opportunity to participate and provide input into the development of the certification standards, as well as the necessary training programs. The certification standards will be based on the FRA regulations involving locomotives and the requirements of Amtrak's passenger service operation.

In addition, the replacement of the inspecting locomotive differential (Letter No - 3 of the June 23, 1977 Agreement) does not eliminate the provisions for the establishment of positions and the requirement for the payment of the differential where there are no assigned positions

Sincerely,

/s/ John M. Livingood
John M. Livingood
Senior Director - Labor Relations

APPENDIX K
NEW YORK DIVISION STRUCTURE DEPARTMENT
SENIORITY DISTRICT AGREEMENT
EFFECTIVE APRIL 1, 1980

MEMORANDUM OF AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION
AND

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

In order to provide more efficiency in the maintenance of our facilities in the Northeast Corridor, and specifically between the territory Midway, NJ, and Mile Post 76, located approximately one (1) mile East of Holmesburg Junction, PA, it is proposed to establish a seniority district to encompass the territory of the present New York Division, Harold Tower, NY, to Mile Post 76, as follows, to become effective April 1, 1980:

SENIORITY DISTRICT No. 2

Harold Tower, New York, to and including Mile Post 76, located approximately one (1) mile East of Holmesburg Junction, Pennsylvania.

This Agreement signed at Philadelphia, PA, this 14th day of March 1980, will become effective April 1, 1980, and will remain in effect until modified or changed in accordance with the Railway Labor Act, as amended.

For:
International Association of
Machinists and Aerospace Workers

/s/ Joseph E. Burns Jr.
General Chairman

For:
National Railroad
Passenger Corporation

/s/ J. W. Hammers
Corporate Director
Labor Relations

APPENDIX L
AGREEMENT TO ESTABLISH THE CLASSIFICATION OF
BUILDING SYSTEM SPECIALIST
NEW YORK DIVISION
DATED OCTOBER 27, 1983

October 27, 1983
110.25

Mr. J. E. Burns, Jr., President
Directing General Chairman
IAMAW
District Lodge #22
2600 Dixwell Avenue
Hamden, Connecticut 06514

Dear Mr. Burns,

Effective immediately, the parties agreed to add the following new classification to the September 1, 1977 Schedule Agreement:

<u>CLASSIFICATION</u>	<u>RATES OF PAY</u>
Building Systems Specialist	\$12.76* per hour

*Includes the current cost-of-living allowance of 85 cents per hours

This classification will apply only in the New York Division. The selection of Building Systems Specialists will be accomplished in the same manner as "Lead Machinist" positions, under Letter No. 9 of the Schedule Agreement. Also, Building Systems Specialists will be furloughed in accordance with their Journeyman's seniority in the event of a reduction in force.

Employees in this category will not be called for overtime as a Journeyman when other Journeymen are available for such overtime work at the point.

Please indicate your concurrence by signing in the space below and return a copy to this office.

Very truly yours,

/s/ J. W. Hammers, Jr.
J. W. Hammers, Jr.
Corporate Director - Labor Relations

AGREED:

/s/ J. E. Burns, Jr.
J. E. Burns, Jr.
President - Directing General Chairman

November 17, 1983
Date

/s/ Paul F. Stoj
P. F. Stoj G.C.

APPENDIX L - 1

ESTABLISHMENT OF BUILDINGS SYSTEMS

SPECIALIST, NEW YORK DIVISION

March 1, 1999
Letter No. 2

Mr. R. L Reynolds
President and Directing General Chairman
International Association of Machinists
Paducah, Kentucky

Dear Mr. Reynolds:

Please refer to our negotiations of the rules and working conditions agreement pursuant to the Organization's notice, under Section 6 of the Railway Labor Act.

It is agreed that the provisions of the letter of October 27, 1983, concerning Building Systems Specialist positions on the New York Division will be extended to include 30th Street Station, Philadelphia, Pennsylvania. Further, the rate of pay for the Building Systems Specialist classification will be increased \$.06 per hour, effective with the signing of the Wage and Rules Agreement.

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

Very truly yours,

/s/ Joseph M. Bress
Joseph M. Bress
Vice President
Labor Relations

I Agree:

/s/ Robert Reynolds
R. L. Reynolds

APPENDIX M
RATE PROGRESSION AGREEMENT
DATED AUGUST 21, 1989

MEMORANDUM OF AGREEMENT
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND ITS EMPLOYEES REPRESENTED BY
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

Whereas it is the parties desire to revise the existing entry rates of pay for certain classifications it is agreed as follows that:

- I. Helpers and upgraded mechanics will be paid as follows during their first 1220 days of actual service; provided however, that this provision shall apply only to employees who enter service under agreements with the shop craft organizations on or after the effective date of this Agreement.
 1. For the first 244 days of service, such employees shall be paid 75% of the applicable rates of pay (including COLA).
 2. For the second 244 days of service, such employees shall be paid 80% of the applicable rates of pay (including COLA).
 3. For the third 244 days of service, such employees shall be paid 85% of the applicable rates of pay (including COLA).
 4. For the fourth 244 days of service, such employees shall be paid 90% of the applicable rates of pay (including COLA).
 5. For the fifth 244 days of service, such employees shall be paid 95% of the applicable rates of pay (including COLA).
 6. At the completion of the fifth period specified in (e) above, employees shall be paid at 100% of the applicable rates of pay (including COLA).

NOTE: An employee will be credited with a "day of service" if he or she performs at least four hours of compensated work.

- II. In the event an employee covered by entry rates in hired at any maintenance facility or location at a rate in excess of any of those provided in (a) through (e) above such rate will be applied to any employee working in the same classification currently employed at such maintenance facility or location who is receiving a lower rate of pay.
- III. With regard to employees who are placed in an upgraded status, such employees will be considered Upgraded Mechanics. Upgraded Mechanics will receive the Journeyman's rate at the applicable entry rate as enumerated in paragraphs (a) through (e) above.

The term "upgraded mechanic" as used in this Article is intended to apply to those employees upgraded to a journeyman position after entering service in a lower classification without having completed Amtrak's apprenticeship program.

This article is not intended to confer any right to hire employees in an upgraded status to upgrade employees to mechanics' positions where such right does not now exist.

- IV. Amtrak employees who have elected to transfer from another craft and enter service on or after the date of this agreement to a position subject to entry rates of pay shall have all such previous service with Amtrak credited toward meeting this requirement.
- V. Employees who have had a previous shop craft employment relationship with another rail carrier and are hired by Amtrak after the date of this Agreement shall have such previous other service credited provided that such service last occurred within one year from the date of employment with Amtrak.

It is understood that the foregoing supersedes the entry rates presently applicable on Amtrak that resulted from the national negotiations that commenced on or about April 1, 1984.

Signed at Philadelphia, Pennsylvania this 21 day of August, 1989.

FOR THE INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

/s/ E. B. Kostakis
E. B. Kostakis
President & Directing
General Chairman

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

APPENDIX N
SENIORITY RETENTION ELECTION FORM

APPENDIX O

CHICAGO UNION STATION IMPLEMENTING AGREEMENT

IMPLEMENTING AGREEMENT BY AND BETWEEN EMPLOYEES REPRESENTED BY THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, THE NATIONAL RAILROAD PASSENGER CORPORATION, AND THE CHICAGO UNION STATION COMPANY IN CONNECTION WITH THE ASSUMPTION BY AMTRAK OF PASSENGER FACILITIES AND FUNCTIONS AT THE CHICAGO UNION STATION LOCATED AT CHICAGO, ILLINOIS.

WHEREAS, the National Railroad Passenger Corporation (hereinafter referred to as Amtrak) will assume the maintenance of facilities, Passenger Service and support functions formerly performed by the Chicago Union Station Company (hereinafter referred to as CUS), at Chicago, Illinois and;

WHEREAS, this transaction will result in the establishment by Amtrak of positions necessary to perform the work formerly performed by CUS employees represented by the Organization signatory hereto and;

WHEREAS, it is the desire of the parties to effect an orderly transfer of the employees involved, and to insure the preservation of their rights and privileges under Appendix C-1 of the National Railroad Passenger Corporation Agreement:

NOW, THEREFORE, IT IS AGREED:

1. The Labor Protective Conditions as set forth in Appendix C-1 to the Operating Agreement between Amtrak and CUS which appendix, by reference hereto, is incorporated and made part hereof, shall be applicable to this transaction.
2. CUS employees will be considered adversely affected as a result of the implementation of the provisions of this Memorandum of Agreement and be entitled to the protective benefits and conditions as provided in Section 1 above.
3. Amtrak will give the Organizations signatory hereto, twenty (20) days' written notice of the, transaction.
4. All active employees holding an employment status with CUS shall be notified of the offer of employment by notice posted on the appropriate employee bulletin boards not less than seven (7) days prior to the date Amtrak will formerly assume responsibility for such service. Such notice will contain dates, times and locations for employees to complete Amtrak employment application forms.
 - (a) Employees to whom the offer of employment is made will be considered as having accepted the offer unless they specifically decline by written notice to the designated Officer of CUS within seven (7) days from the date Amtrak formally makes the offer of employment.
 - (b) An employee who is on vacation, suspension, temporary leave of absence or temporary disability at the time of assumption and who otherwise has entitlement to transfer to Amtrak, shall be subject to the provisions of this Agreement the same as if he had been in active service on the effective date of the transaction. In the event such employee returns to service on or after the date of the transaction, he shall have seven (7) days following his return to

service to accept Amtrak's offer of employment and exercise seniority to an available position in the Amtrak facility. If such employee returns to service between the date the offer of employment is posted and the date of the transaction, he shall have the right to exercise seniority under Section 5(b) of this Agreement.

5. (a) Employees who accept employment with Amtrak shall be assigned to the same position on the date of takeover that they held prior to takeover except as provided in paragraph (b) of this Section 5.

(b) An employee who accepts employment and who has a displacement right at the time of takeover may exercise that right under applicable seniority rules in effect at that time.
6. An employee who accepts employment with Amtrak will be granted a leave of absence by CUS for the length of his protective period under Appendix C-1. During said protective period, such employees shall be entitled to the benefits, and subject to the obligation of Appendix C-1.
7. An employee who accepts employment with Amtrak under the provisions of this Agreement will retain and continue to accumulate seniority on CUS and will retain all of the rights and benefits to which he may be entitled under Appendix C-1.
8. Employees accepting employment with Amtrak under the terms of this Agreement who are entitled to certain monetary guarantees under Appendix C-1 shall have guarantees paid as follows:
 - (a) As promptly as possible following the effective date of the transaction, CUS shall furnish Amtrak a list showing the applicable guarantee for each employee accepting employment with Amtrak pursuant to the provisions to this Agreement. A copy of such list shall be furnished to the General Chairman. Amtrak shall supply each employee their respective test period average and guarantee (TPA-MDA).
 - (b) Amtrak shall prepare and distribute appropriate forms to permit affected employees to file claims for dismissal, displacement, moving, separation allowances as provided for in Appendix C-1.

Claims of employees must be made within sixty (60) days from the last day of the month for which the claim is filed, 30 days from the date of this Agreement, or sixty (60) days from the date CUS furnishes the statement of "Average Monthly Compensation" and "Average Monthly Time Paid for," whichever occurs later. Claims for guarantee compensation alleged to be due which are allowed shall be paid to the employee by Amtrak acting as an agent for CUS for this transaction.
 - (c) Dispute involving claims for guarantee compensation alleged to be due under Appendix C-1 which have not been resolved following handling with Amtrak's Regional Labor Relations-Midwest Region and the Director Labor Relations pursuant to the Amtrak Rules Agreement, may be pursued under the provisions of Section 3, Second of the Railway Labor Act.
9. Payroll deduction agreements, practices and polices in effect on CUS shall be continued by Amtrak for CUS employees protected under Appendix C-1 who accept Amtrak employment.

10. CUS shall furnish to each employee a copy of this implementing Agreement to which a copy of Appendix C-1 will be attached.
11. Compensated days and years of service recognized by CUS will be used by Amtrak in determining eligibility for vacation, personal leave, and other length of service related benefits for CUS employees accepting employment with Amtrak.
12. Employees receiving any of the benefits and/or protection provided in Appendix C-1 shall be required to maintain membership under the respective Union Shop Agreements in effect in the same manner as any other employee regularly assigned in Amtrak's service.
13. All claims and grievances pending on CUS prior to the takeover by Amtrak shall become the responsibility of Amtrak on behalf of CUS.

Signed at Washington, D. C., this 25th day of September, 1986.

For The International
Association of Machinists
Aerospace Workers

/s/ J. E. Burns Jr.
J. E. Burns, Jr., President
Directing General Chairman

/s/ W. D. Snell
W. D. Snell
Asst. Directing Gen. Chairman

/s/ D. R. Caruso
D. R. Caruso
General Chairman

For the National Passenger
Corporation

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

Date

Date

September 25, 1986

Mr. J. E. Burns, Jr.
President
Directing General Chairman
International Association
of Machinists and Aerospace
Workers
2600 Dixwell Avenue
Hamden, CT 06514

Dear Mr. Burns:

This refers to our discussion in connection with Amtrak assumption of employees at the Chicago Union Station Company.

Chicago Union Station Company employees accepting employment with Amtrak, who are working as Supervisors or are occupying official positions, and who hold seniority on a craft roster at the Chicago Union Station Company will be placed on the appropriate Amtrak craft roster provided they comply with the membership requirement of the appropriate Amtrak Rules Agreement.

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

Very truly yours,

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

CONCUR:

/s/ J. E. Burns Jr.
J. E. Burns, Jr.
President
Directing General Chairman

September 25, 1986

Mr. J. E. Burns, Jr.
President
Directing General Chairman
International Association
of Machinists and Aerospace
Workers
2600 Dixwell Avenue
Hamden, CT 06514

Dear Mr. Burns:

This refers to our discussion in connection with Amtrak assumption of employees at the Chicago Union Station Company,

It is understood that Amtrak will not subcontract work at the former Chicago Union Station property which is covered by the classification of work rules of the agreement between Amtrak and your Organization except in accordance with the provisions of Article II of the September 25, 1964 Agreement.

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

Very truly yours,

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

CONCUR:

/s/ J. E. Burns, Jr.
J. E. Burns, Jr.
President
Directing General Chairman

September 25, 1986

Mr. J. E. Burns, Jr.
President
Directing General Chairman
International Association
of Machinists and Aerospace
Workers
2600 Dixwell Avenue
Hamden, CT 06514

Dear Mr. Burns:

This is in reference to our September 25, 1986 Implementing Agreement for the assumption of Chicago Union Station employees.

Mr. Berge, President of the Brotherhood of Maintenance of Way Employees has notified you by letter (copy attached) that they are relinquishing the right to represent the Mechanic's Helper (B&B), Carpenter and Track Welder positions currently represented by your Organization on the Former Chicago Union Station property. Therefore, it is understood that you will represent these employees until such time as the current employees attrite out of the positions at which time the position will come under the jurisdiction of the Brotherhood of Maintenance of Way Employees.

It is further understood that these positions will perform the same work in accordance with present practices concerning such work on the former CUS property.

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

Very truly yours,

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

Attachment

CONCUR:

/s/ J. E. Burns, Jr.
J. E. Burns, Jr.
President
Directing General Chairman

APPENDIX P

HIGH SPEED RAIL AGREEMENT

AGREEMENT
BETWEEN THE
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
AND THE
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

Whereas Amtrak is entering a new era in passenger railroading with the selection of a vendor to build new High Speed Trainsets; and whereas this vendor (the Bombardier/GEC Alstom Consortium) is responsible for the planning of maintenance processes, the construction of new equipment maintenance facilities for these trainsets, and, at the option of Amtrak, management services; and whereas the parties to this Agreement will utilize Amtrak's work force to maintain this equipment; we hereby join in a partnership which recognizes the technological advances and new and innovative processes incorporated in this new equipment which require new ways of performing maintenance, and agree to the following:

1) The Work Team Process:

The parties agree that there is a need to have dedicated work teams capable of maintaining the equipment to the highest standards of excellence to the extent of their capabilities. These teams will consist of mixed craft employees who will be trained in all aspects of High Speed Rail to use their full potential. An employee on these teams, in addition to the work of the employee's craft, may perform all work directly or indirectly related to the service which does not exceed the preponderance of the hours of work of that employee's craft performed by the employee on that day.

A committee, consisting of the General Chairman of each Organization covered by this agreement, the Chief Mechanical Officer of the Carrier and the Chief Labor Relations Officer of the Carrier, or their respected designees, is hereby established for the purpose of monitoring the application of this agreement, to ensure compliance and/or to resolve conflicts. During the initial establishment of High Speed Rail service, the committee will meet as often as necessary, thereafter the committee shall meet no less than quarterly on a date and time mutually convenient to all the parties, however, by request and with reason, a special meeting may be held at any time to resolve disputes regarding the application of this agreement. Such special meeting shall be scheduled at a mutually agreeable time no later than fifteen days after date of request. The Carrier agrees to make a good faith effort to resolve conflicts resulting from application of this agreement.

2) Selection Process:

These positions will be advertised to all employees at the headquarters (individual facility) location for a period of seven (7) days. All interested parties may make application for the positions within their respected craft. Amtrak will promptly establish specific qualification standards and objective standards of measurement for each position. Such qualifications and measurement standards will be reviewed with the organization to afford them the opportunity to provide their input. Designated representatives of the Organizations will participate in the testing and examination program. All employees who pass the qualification test will be deemed equally qualified, placed on a selection list in seniority order, and selected for the positions accordingly.

In the event insufficient employees apply in the headquarters district on the original posting, these positions will be made available to other craft employees on a nationwide basis who may then make application, and if accepted, transfer into the district under the existing transfer rules of the agreement.

3) Seniority:

Separate seniority rosters by craft will be established for employees accepting positions at each High Speed Rail facility.

Employees accepting positions in High Speed Rail service will be listed with their original Amtrak seniority date on the High Speed Rail roster and will maintain their original Amtrak seniority date on the seniority roster for the district in which they held seniority immediately prior to accepting a position in High Speed Rail service. Current Amtrak employees who thereafter are awarded a position in High Speed Rail service will be given priority placement in the High Speed Rail Service and will have their district Amtrak seniority date dovetailed into the applicable High Speed Rail roster. New employees will establish seniority on the High Speed Rail roster and conventional rosters. In event of furlough, junior employees will be furloughed in seniority order with the original conventional seniority list to govern.

In the establishment of the initial High Speed Rail operation Amtrak will be able to utilize people in High Speed Rail to assist the conventional operation as necessary to protect the service.

4) Assignment:

High Speed Rail service positions will be assigned to qualified individuals by seniority but will not be covered by the bulletin and assignment rules of the existing agreements, except as noted below.

Employees can move to other positions for which they are qualified for the following reasons: change of rest days, hours, or to a higher rate of pay. Employees may not move down in classification or rate of pay unless there is a vacancy and the employee is qualified for that vacancy. Employees may temporarily switch positions with at least 24 hours advance notification, provided employees are qualified for the positions involved.

Notice of position openings will be bulletined and awarded to qualified employees in accordance with the existing bulletin and assignment rules.

Employees will be moved to new positions as soon as practicable, however, employees transferring from positions on one shift to a position on another shift by award shall receive an additional 8 hours pay at the straight time rate per day and employees transferring from one position to another position on the same shift by award shall receive an additional 3 hours pay at the straight time rate per day if held to cover the position and not moved after the first twenty working days, provided management shall promptly advertise the position for bid and award the position within the twenty day period.

5) Lock-in:

Employees accepting positions in High Speed Rail service will be locked into positions in High Speed Rail for a period of eighteen months inclusive of their initial training and assignment to a position in High Speed Rail. Employees trained prior to startup of the High Speed Rail service will be credited with the time spent in training when they begin work in High Speed Rail. Employees will be locked in for subsequent one year periods unless they indicate otherwise sixty days in advance of the expiration of this period. Employees may leave their position in High Speed Rail service in the event they are unable to hold a position in the service, promotion, or hardship to be agreed upon by local Management and the union.

6) Training:

It is agreed that in order to develop the necessary skills as set forth above, the employees selected will be required to participate in and complete specially designed Amtrak or vendor supplied training. It is further agreed that employees selected will be required to remain qualified for these positions through the completion of additional training and testing on a periodic basis as determined by Management. They must maintain a specified grade point average, as determined by Management and the organizations (Apprentice Program as guide). Employees will be paid at the pro rata (straight time) rates for training, not to exceed eight (8) hours per day. The training program(s) contemplated herein may include class room training and on-the-job training at locations to be determined by Management.

Employees required to take training shall not be required to, but may if asked, work their regular tour of duty, if combination of training and work exceeds eight hours. It is understood that absent a need for additional manpower, existing employees on the tour will cover for the employees who are not available for work.

In the event that training is required away from the headquarters location, the employees selected to participate therein shall be reimbursed for reasonable and actual expenses for meals, lodging, and transportation in conjunction with the Amtrak policies pertaining to such expenses to the extent such expenses are not paid directly by Management.

New hire employees will be paid at 85% of the appropriate rate of pay during the initial training. Upon completion of training and assignment to a position in High Speed Rail, employees will be paid at the 100% rate.

Following the initial training of the selected employees, Amtrak will continue to offer identical training on an annual basis for 3 years to other interested employees who meet the basic

qualifications and who desire to be trained, in High Speed Rail. After this, the requirement for annual training will be reviewed by management and the organizations in light of the needs of the service and the needs of the organizations to have a sufficient number of individuals in the replacement pool. As vacancies occur, employees who complete the training will be offered positions in High Speed Rail in seniority order. If no employee voluntarily accepts the assignment, the junior employee completing the training will be assigned to the position.

Training schedules shall be posted at the time selection process begins in accordance with Paragraph 2 of this agreement.

7) Disqualification:

Employees selected for High Speed Rail positions who do not qualify or successfully complete the initial course of training will be removed from the position and allowed to exercise their seniority.

New Hire employees shall serve a probationary period for the period of time required in the "Validating Applications" rule or the period of time during which the required initial training occur, whichever is longer.

Employees who successfully complete training and are awarded jobs in High Speed Rail Service may be disqualified only after a review of their work history with the facility manager, local union representative, and the employee. Thereafter, the employee will exercise seniority as provided in the first paragraph above. If requested by the employee, the basis for disqualification will be confirmed in writing. Employees may, within fifteen (15) days, in writing appeal any resultant disqualification directly the Vice President-Chief Mechanical Officer for disposition. Further appeal can be made under Rule 24.

8) Positions

A. High Speed Trainset Machinist Technician

The High Speed Trainset Machinist Technician after receiving training on all mechanical, hydraulic and pneumatic systems, undercarriage power components and mechanical control system must possess the skill to perform the required inspections, troubleshoot all systems, repair or replace component parts in an efficient manner with a minimum amount of supervision. In addition the High Speed Trainset Machinist Technician must have a full understanding of all systems and be capable of making repairs to these systems based upon the training they have received. They must also be capable of training others in attaining higher levels of skill in inspection and repair of the High Speed Trainsets. They are expected to work in a team environment, performing other work as required regardless of classification to the level of their ability.

After receiving training on all systems and mechanical devices they must possess the basic skills necessary to independently inspect, repair or replace components and troubleshoot equipment to determine required corrective action and determine causes of failures on equipment which generally fall within the scope of their craft agreements. In addition the

High Speed Trainset Machinist Technician must be capable of absorbing the training presented to enable them to understand the overall operation of the High Speed Trainset equipment, and assist other classifications in the completion of their work, and/or perform work up the level of their training.

The skills involved in the maintenance, inspection and repair of High Speed Trainsets must be demonstrated through a series of tests and/or practical applications as determined by Management. High Speed Trainset employees covered under this agreement are expected to work in a team environment and perform other work required regardless of classifications to the level of their ability. All classifications will receive various types of training, some of which may be across High Speed Trainset systems and craft disciplines, to ensure a high-performance work team.

In recognition of the above, a new basic rate of pay of \$17.50 is established for this position, effective the date of this agreement.

9) Other Rules:

The term "Management" refers to Amtrak or its designee.

It is understood that during the initial establishment of High Speed Rail and while the new trainsets and their components are under initial warranty, Consortium personnel may perform non-routine maintenance activities such as start-up diagnostics and adjustments, equipment upgrades or enhancements, or specialized non-recurring tasks for which organization personnel have insufficient training. Appropriate craftsmen will be assigned for training purposes to work with the Consortium personnel during this period.

- 10) The Amtrak-IAM master Agreement will apply to this service except as otherwise provided in this agreement. Where there is a conflict, the provisions of this agreement shall take precedence.
- 11) This agreement shall become effective the date of the signing agreement and shall not be changed except in accordance with the Railway Labor Act or by mutual agreement.
- 12) The parties shall not serve notice on each other for a period of 3 years from the first day of revenue service by High Speed Rail.
- 13) The provisions of this agreement, including establishment of rates of pay herein, will not be cited by either party before a Presidential Emergency Board or arbitration to resolve Section 6 Negotiations unrelated to High Speed Rail.

Signed at Washington this 31st day of March, 1998.

FOR THE INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS

/s/ Robert Reynolds
R. L. Reynolds
President and Directing
General Chairman

/s/ J. R. Cronk
J. Cronk
General Chairman

/s/ Michael A. Hill
M. A. Hill
General Chairman

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

/s/ Joseph M. Bress
J. M. Bress, Vice President
Labor Relations

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

/s/ C. E. Woodcock
C. E. Woodcock, Director
Labor Relations

March 31, 1998
Side Letter #1

Mr. Robert L. Reynolds
President and Directing General Chairman
IAMAW
111 Park Road
Paducah, KY 42003

Mr. Jay R. Cronk, General Chairman
IAMAW
61 Bailey Road
Norther Haven, CT 06473

Mr. Michael A. Hill, General Chairman
IAMAW
38 Sentry Hill, Lexington Square
Newark, DE 19711

Gentlemen:

In the application of Article 1, it is not the intent of the parties to train employees in one craft to replicate all of the skills or the same level of expertise as another craft. It is also not the intent of this Agreement to eliminate or diminish the numbers of any craft.* The determination to staff a particular craft will continue to be based both on the needs of the service and the nature of the work generally performed by that craft as outlined in Rule 1 of the September 1, 1977, Agreement, as amended.

Regular scheduled programmed maintenance, modification work, and wheel truing will not be subject to the last sentence of Article 1. Said work will be performed in accordance with Rule 1 of the September 1, 1977 Agreement, as amended. For all other work, including train servicing and running repair maintenance, Article 1 of this Agreement will apply.

The provisions of Article 1 of this Agreement will not be cited by either party before a Presidential Emergency Board or arbitration to resolve Section 6 Negotiations unrelated to High Speed Rail.

* In reducing or increasing forces, Rule 9 of the September 1, 1977 Agreement, as amended, will apply.

Very truly yours,

/s/ Joseph M. Bress
Joseph M. Bress
VP - Labor Relations

/s/ Robert Reynolds
R. L. Reynolds
President and Directing
General Chairman

/s/ J. R. Cronk
J. R. Cronk
General Chairman

/s/ Michael A. Hill
M. A. Hill
General Chairman

APPENDIX Q

HIALEAH COACH YARD AGREEMENT

**AGREEMENT MADE BY AND BETWEEN THE
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
AND ITS EMPLOYEES REPRESENTED BY THE
ORGANIZATION SIGNATORY HERETO**

WHEREAS, the National Railroad Passenger Corporation (hereinafter referred to as Amtrak) has agreed to assume responsibility for the operation of the former CSX Hialeah Coach Yard effective 12:01 AM, June 1, 1993;

WHEREAS, it is the desire of the parties to this agreement to avoid any interruption of service in the interest of the public and to minimize impact on the employees of the CSX, the operator of the Coach Yard prior to June 1, 1993;

WHEREAS, the assumption of this operation will result in the establishment by Amtrak of comparable positions necessary to perform certain work at Hialeah formerly performed by employees of the CSX as the operator;

WHEREAS, Amtrak intends to offer employment with Amtrak to certain employees of the CSX;

NOW, THEREFORE, IT IS AGREED:

- 1) The Amtrak Agreement, as amended, applicable to each Organization signatory hereto, will apply to the operation of the facility, except as specifically provided herein. Hialeah, excepting any work involved in providing commuter service, will be a separate seniority district. Employees securing a position established by Amtrak in accordance with this Agreement will be placed on a separate seniority roster identified as the "Hialeah Seniority District Roster".
- 2) Amtrak will provide the General Chairman of the Organization signatory hereto with not less than thirty (30) days written notification of Amtrak's assumption of the operation of the Hialeah Coach Yard which notice will list the estimated number of positions to be established by Amtrak.
- 3) The positions to be established by Amtrak will be advertised for a period of seven (7) calendar days via special bulletin notice to all qualified CSX employees in active service in the seniority districts involved. The advertisement of the positions will show the Amtrak headquarters location, tour of duty, rest days, rate of pay, etc. The bulletin notice will constitute a written offer of employment by Amtrak and will contain the following statement:

"This will serve as notice that the positions will be established on Amtrak for operation of the Hialeah Coach Yard effective 12:01 AM, June 1, 1993. The successful applicants for positions will be considered as having applied for and been accepted for employment by Amtrak. Bids will initially be accepted only from active employees providing the service involved and only for positions for which qualified in the same craft and class in which such employees were active during the advertising period. The bid and award will also be considered as the employee's release to transfer copies of the employee's medical, service and personnel records to Amtrak, where appropriate. Only those bids postmarked or personally delivered to the office

of the undersigned and receipt obtained within seven (7) calendar days of the date of this notice will be accepted."

- 4) Applicants eligible for employment with Amtrak will be selected in seniority order. Awards will be made within fourteen (14) calendar days after the close of the advertising bulletin. Awards will be made effective as of 12:01 AM, June 1, 1993.
- 5) Employees of the CSX accepting employment on Amtrak pursuant to paragraph 3 of this Agreement will be placed on the corresponding Amtrak "Hialeah Seniority District Roster" with the same seniority date as shown on the applicable CSX seniority rosters and in their same relative standing.
- 6) Employees eligible for employment with Amtrak on applicable CSX seniority rosters who initially apply for but are unable to secure positions under this Agreement solely on the basis of insufficient seniority, will be placed in an application pool. Until one year from the assumption of the Coach Yard, as positions become available at Hialeah, such CSX employees eligible for employment with Amtrak will, in seniority order, be offered positions for which qualified in the same craft and class at which time they must accept or relinquish any rights to employment with Amtrak they may have. Upon accepting such position, they will receive a seniority date in accordance with the applicable rule of the Amtrak Labor Agreement.
- 7) An active CSX employee who fails to submit a bid for a position advertised pursuant to paragraph 3 hereof will be considered as having declined Amtrak's offer of employment and will not have any demand or contractual right to any positions subsequently advertised on Amtrak.

An employee who accepts employment with Amtrak will be permitted to return to CSX only in circumstances wherein he is deprived of employment with Amtrak. An employee who returns to CSX in accordance with the foregoing and is subsequently recalled to Amtrak service, will be required to respond to such recall in accordance with the applicable Amtrak Rules Agreement.

- 8) The Amtrak rule(s) pertaining to probationary period will not be applicable to those employees who accept a position with Amtrak pursuant to this agreement. CSX employees previously employed by Amtrak and terminated for cause will not be eligible for employment with Amtrak under this agreement.
- 9) Subject to the provisions of the applicable Amtrak collective bargaining agreement, compensated days and years of service recognized by CSX shall be used in determining entry rates and eligibility for benefits such as sick leave, personal leave, vacation and health and welfare benefits for employees entering Amtrak service under this Agreement. In no case will an employee be entitled to dual vacation or other benefits as a result of the application of this Agreement.
- 10) There shall be no pyramiding or duplication of any benefit(s) in the application of any portion of this Agreement.
- 11) Any dispute or controversy with respect to the interpretation, application or enforcement of the provisions of this Agreement which has not been resolved by the parties within thirty (30) days

may be submitted by either of the parties to a Special Board of Adjustment for final and binding decision thereon as provided by Section 3, Second of the Railway Labor Act.

12) This Agreement, including Side Letter Nos. 1 and 2, shall be considered as a separate Agreement between Amtrak and the Organization signatory hereto.

Signed at Paducah, KY, this 30th day of June 1993.

**FOR THE INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

**FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION**

/s/ Fredrick D. Nalley

F. D. Nalley
General Chairman

/s/ L. C. Hriczak

L. C. Hriczak
Director - Labor Relations

March 25, 1993
Side Letter No. 1

Mr. C. T. VanHook, President
American Railway and Airway Supervisors Association
3 Research Place
Rockville, MD 20850

Mr. Frederick D. Nalley, General Chairman
International Association of Machinists and
Aerospace Workers
111 Park Road
Paducah, Kentucky 42003

Mr. N. R. Cobb, General Chairman
International Brotherhood of Electrical Workers
P. O. Box 1265
Rockingham, North Carolina 28379

Mr. D. B. Garland, General Chairman
Sheet Metal Workers' International Association
P. O. Box 176
Thompson Station, TN 37179

Mr. H. B. Lewin, Chairman (JCC)
Brotherhood of Railway Carmen Division (TCU)
400 N. Capitol Street, Suite 858
Washington, DC 20001

Mr. G. J. Francisco, Jr., General Chairman
International Brotherhood of Firemen and Oilers
System Council No. 2
Ellipse Shopping Center
4201 Church Road
Mt. Laurel, NJ 08054

Gentlemen:

This will confirm that during consideration of the Hialeah Coach Yard Implementing Agreement to be effective June 1, 1993, it was agreed, that an employee who is on suspension, discharge pending appeal, leave of absence or disability during the period set forth in paragraph 3 of the Agreement, and who otherwise would have been entitled to make application for employment by Amtrak shall be subject to the provisions of the Agreement the same as if they had been in active service on the effective date of the assumption of operation.

Such employees shall have five (5) working days following their first availability to exercise seniority to a position on Amtrak in which to exercise such seniority to Amtrak.

Very truly yours,

/s/ L. C. Hriczak

L. C. Hriczak

Director - Labor Relations

March 25, 1993
Side Letter No. 2

Mr. C. T. VanHook, President
American Railway and Airline Supervisors Association
3 Research Place
Rockville, MD 20850

Mr. Frederick D. Nalley, General Chairman
International Association of Machinists and
Aerospace Workers
111 Park Road
Paducah, Kentucky 42003

Mr. N. R. Cobb, General Chairman
International Brotherhood of Electrical Workers
P. O. Box 1265
Rockingham, North Carolina 28379

Mr. D. B. Garland, General Chairman
Sheet Metal Workers' International Association
P. O. Box 176
Thompson Station, TN 37179

Mr. H. B. Lewin, Chairman (JCC)
Brotherhood of Railway Carmen Division (TCU)
400 N. Capitol Street
Suite 858
Washington, DC 20001

Mr. G. J. Francisco, Jr., General Chairman
International Brotherhood of Firemen and Oilers
System Council No. 2
Ellipse Shopping Center
4201 Church Road
Mt. Laurel, NJ 08054

Gentlemen:

This will confirm that during consideration of the Hialeah Coach Yard Implementing Agreement to be effective June 1, 1993, it was agreed, without prejudice to the position of any of the parties concerning Amtrak's right to require pre-employment physicals, that Amtrak will modify its pre-employment medical practice for non-hours of service employees to the following extent:

CSX employees will be required to request CSX to provide Amtrak with a copy of their CSX medical records. The CSX employee will also be required to complete Amtrak's Pre-Employment Medical Questionnaire. Should Amtrak's Medical Director determine that additional information is required as a result of the information provided on that Questionnaire, the employee will be required to request his/her physician to provide such additional information. Any further action in this area, which may include a physical examination by an Amtrak physician, will be handled on a case-by-case basis in accordance with the provisions of the applicable labor agreement. CSX employees will list on their Amtrak medical questionnaire any hazardous protection program, i.e., hearing, respiratory, vision, chemical in which they participated. Amtrak will perform baseline surveillance tests required at the time of employment to include audiogram, pulmonary function, vision, and chest x-rays, to maintain the continuity of the employees' medical surveillance program. The results of any foregoing examinations shall not effect permanent eligibility for employment with Amtrak.

Each CSX employee will be required to undergo a drug screen. Any employee testing positive for drugs will be provided a confirmation test conducted on the same sample at a medical facility selected by Amtrak using another method that is specific for the substance detected in the first test. If the confirmation test is positive, the employee shall not be eligible for employment with Amtrak.

Very truly yours,

/s/ L. C. Hriczak

L. C. Hriczak

Director - Labor Relations

APPENDIX R

KING STREET MAINTENANCE FACILITY AGREEMENT / SEATTLE

SEATTLE INTERCITY/COMMUTER FACILITY

AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AND

JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS
AND APPRENTICES (JCC)

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

Whereas, Amtrak is anticipating the construction of a new maintenance facility in Seattle, Washington, and whereas said facility will maintain Amtrak, Talgo, and Commuter Agency equipment, and whereas Amtrak is responsible for the planning of maintenance processes and whereas the parties to this Agreement will utilize Amtrak's work force to maintain this equipment, and are desirous of obtaining the contract to perform the maintenance of the Sound Transit Commuter Service, we hereby agree to the following as pertains to all employees assigned to the King Street Maintenance Facility:

1. For the purposes of this agreement, Amtrak employees working Inter City and Commuter service may be utilized to work and/or be assigned to work in either service. Employees working such services according to each craft shall maintain a common seniority roster without regard to either Commuter or Inter City service. Except that service that involves Talgo equipment and employees assigned thereto, shall be denoted as such.

The Carrier agrees that when permanent vacancies in the Carmen craft occur (and bona fide journeymen are not available), coach cleaners will be afforded the first opportunity to apply to be upgraded to the position of "tentative mechanic" and if selected will establish seniority as such on a tentative roster. After having gained 732 days of practical experience by performing a minimum of four (4) hours service per day on 732 days, the employee will establish regular journeyman seniority. The carrier shall test and determine the aptitude of applicants in cooperation with the Local Chairman to determine ability. Where equal aptitude is present, seniority shall govern.

2. The Work Team Process:

The parties agree that there is a need to have dedicated work teams maintaining Commuter and Inter City Passenger equipment capable of maintaining the equipment to the highest standards of excellence to the extent of their capabilities. These teams will consist of mixed craft employees who will be trained in all aspects of equipment maintenance to use their full potential. An employee on these teams, in addition to the work of the employee's craft, may perform all work directly or indirectly related to the service which does not exceed the preponderance of the hours of work (four hours per day) of that employee's craft performed by the employee on that day.

In recognition of the above, journeymen working on these work teams will have their basic rates of pay increased by .75 cents per hour. This rate of pay is subject to all future wage increases that apply to all other basic rates of pay covered under the master agreement. This rate is not covered under the moratorium provisions of this agreement.

A committee consisting of the General Chairman of each organization covered by this agreement, the Chief Mechanical Officer-West of the carrier and the Chief Labor Relations Officer of the carrier, or their respective designees, is hereby established for the purpose of monitoring the application of this agreement, to ensure compliance and/or to resolve conflicts. During the initial establishment of Sound Transit Commuter service the committee will meet as often as necessary, thereafter, the committee shall meet no less than quarterly on a date and time mutually convenient to all the parties, however, by request and with reason a special meeting may be held at any time to resolve disputes regarding the application of this agreement. Such special meeting shall be scheduled at a mutually agreeable time, no later than fifteen (15) days after date of request. The carrier agrees to make a good faith effort to resolve the conflicts resulting from the application of this agreement

3. Training:

It is agreed that in order to develop the necessary skills to perform the full range of duties associated with the maintenance of the commuter equipment, new hire employees will be required to participate in and complete specially designed Amtrak or vendor supplied training.

It is further agreed that new hire employees will be required to remain qualified for these positions through the completion of additional training and testing on a periodic basis as determined by Management. They shall maintain a specified grade point average, as determined jointly by Management and the Organizations (Apprentice Program as guide). Employees will be paid at the pro rata (straight time) rates for training, not to exceed eight (8) hours per day.

The training program; contemplated herein may include classroom training and on-the-job training at locations determined by Management.

In the event an employee fails to complete training or is unable to pass required tests, they will be provided additional training as determined jointly by Management and the Organization and will thereafter be required to pass testing on the areas previously identified as deficient within thirty (30) days. Failing to pass said tests will, result in the employee being disqualified to work in commuter service.

Amtrak employees who have established journeyman status, who are selected for these positions, will be required to participate and complete specific Amtrak or vendor supplied training and remain qualified for these positions through completion of additional training on a periodic basis as determined by management.

4. Part time: (Coach Cleaners)

For the purpose of this agreement, Rule 54 (a) 1 of the JCC Agreement. is modified as contained herein:

Part time coach cleaners under this agreement will not be scheduled to work more than 25 hours per week. The work week is defined as a seven-calendar day period beginning on Monday. Part time assignments will be scheduled for a maximum of 8 hours in any calendar day. All work performed in excess of 8 hours per day shall be compensated at the overtime rate.

The starting time rules restricting the hours of assignment, overlapping shifts and consecutive tours will not apply to part time coach cleaners. However, part-time coach cleaners shall be assigned a regularly scheduled assignment by bulletins, assigned starting and quitting time and relief days. Part time coach cleaners shall establish seniority on a separate part time coach cleaner seniority roster. Subject to the existing rules relative to the transfer of employees, vacant full time coach cleaner positions shall be offered part-time coach cleaners in seniority order, prior to hiring.

5. Wheel Truing:

Amtrak is committed to installing a new wheel truing machine in the new Seattle facility as part of the facility construction. Upon the installation of a new wheel truing machine in this new facility, this work will accrue to the Machinist craft.

6. All other provisions of the regular scheduled agreement remain in full force and effect, unless specifically modified herein.

7. This agreement shall become effective the date Amtrak commences maintenance on commuter service in Seattle and shall not be changed, except in accordance with the Railway Labor Act or by mutual agreement.

The parties shall not serve notice to change the provisions of this agreement on each other for a period of two years from the first date of revenue service of the new Seattle/Amtrak Intercity/Commuter service. This agreement modifies the existing Master Agreement as amended of the joint Council of Carmen, Helpers, Coach Cleaners and Apprentices (JCC), International Brotherhood of Electrical Workers, and the International Association of Machinists and Aerospace Workers between the parties unless specifically modified herein. All other provisions of those agreements shall remain in full force and effect.

8. This agreement shall not set a precedent nor shall be cited or referred to by any party in any future, local or national negotiation with the National Railroad Passenger Corporation or any other entity.

Signed at Washington, D. C. this 26th day of January, 1999

FOR THE ORGANIZATIONS

**FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION**

Ron Markon, General Chairman
International Brotherhood of
Electrical Workers (IBEW)

Charles B. Thomas, Senior Director

H. B. Lewin, Vice Chairman
Joint Council of Carmen

Robert L. Reynolds, President &
Directing General Chairman
International Association of Machinists
and Aerospace Workers

January 26, 1999
Side Letter No. 2 (#1 only applies to
JCC

Mr. H. B. Lewin
Chairman
Joint Council of Carmen
3 Research Place
Rockville, MD 20850

Mr. R. K. Schafer, Jr.
General Chairman
Joint Council of Carmen
BN/JPB No. 50
3460 Washington Drive, #206
Eagan, Minnesota 55122

Mr. Ronal G. Markon
General Chairman
IBEW
315 Empire Building
360 Robert Street
St. Paul, Minnesota 55101

Mr. Robert L. Reynolds
President and Directing General Chairman
IAMAW, District Lodge 19
111 Park Road
Paducah, KY 42003

Gentlemen:

In the application of Section 2 and 3 of the Seattle Intercity/Commuter Facility agreement it is understood it is not the intent of the parties to train employees in one craft to replicate all of the skills or the same level of expertise as another craft. It is also not the intent of this agreement, to eliminate or diminish the number of any craft. The determination to staff a particular craft will continue to be based both on the needs of the service and the nature of the work generally performed by the crafts as outlined in the master agreements as amended.

Very truly yours,

Charles B. Thomas
Senior Director - Labor Relations

APPENDIX S

LOS ANGELES TALGO SERVICE AGREEMENT

AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AND

**JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS
AND APPRENTICES (JCC)**

AND

INTERNATIONAL ASSOCIATION OF MACHINIST AND AEROSPACE WORKERS

Whereas, Amtrak is anticipating the introduction of experimental inter-city rail service between Los Angeles, California and Las Vegas, Nevada, and whereas said service will utilize equipment leased by Amtrak from Talgo Inc., and whereas Talgo, Inc. is responsible for the planning of maintenance processes and whereas the parties to this Agreement will utilize Amtrak's work force to maintain this equipment we hereby agree to the following:

1) The Work Team Process:

The parties agree that there is a need to have dedicated work teams capable of maintaining the equipment to the highest standards of excellence to the extent of their capabilities. These teams will consist of mixed craft employees who will be trained in all aspects of Los Angeles Talgo to use their full potential. An employee on these teams, in addition to the work of the employee's craft, may perform all work directly or indirectly related to the service which does not exceed the preponderance of the hours of work of that employee's craft performed by the employee on that day.

A committee, consisting of the General Chairman of each Organization covered by this agreement, the Chief Mechanical Officer - West of the Carrier and the Chief Labor Relations Officer of the Carrier, or their respected designees, is hereby established for the purpose of monitoring the application of this agreement, to ensure compliance and/or to resolve conflicts.

During the initial establishment of Los Angeles Talgo service, the committee will meet as often as necessary, thereafter the committee shall meet no less than quarterly on a date and time mutually convenient to all the parties, however, by request and with reason, a special meeting may be held at any time to resolve disputes regarding the application of this agreement. Such special meeting shall be scheduled at a mutually agreeable time no later than fifteen days after date of

request. The Carrier agrees to make a good faith effort to resolve conflicts resulting from application of this agreement.

2) Selection Process:

These positions will be advertised to all employees at Los Angeles for a period of seven (7) days. All interested parties may make application for the positions within their respective craft. Amtrak will promptly establish specific qualification standards and objective standards of measurement for each position. Such qualifications and measurement standards will be reviewed with the organization to afford them the opportunity to provide their input. Designated representatives of the Organizations will participate in the testing and examination program. All employees who pass the qualification test will be deemed equally qualified, placed on a selection list in seniority order, and selected for the positions accordingly. In event of furlough, Employees will be furloughed in inverse seniority order with the Los Angeles seniority roster to govern. However, if existing employees refuse to apply for Los Angeles Talgo Positions, or if such employees do not qualify for said positions then Amtrak may employ such new employees as necessary to meet the Los Angeles Talgo requirements of the service with the understanding that only senior qualified employees, if any, may displace new employees to avoid furlough.

It is understood that the On Board Technician(s) is a Talgo, Inc. employee not covered under the provisions of this Agreement, and shall not perform any work other than diagnostic analysis and the repair of en route failures affecting safety or service delivery to the customers.

At the expiration of the initial service contract/maintenance agreement with Talgo, Inc. the parties agree to meet to discuss this position.

3) Lock in:

Employees accepting a position in Los Angeles Talgo service will be locked into positions in Los Angeles Talgo for a period of eighteen months inclusive of their initial training and assignment to a position in Los Angeles Talgo. Employees trained prior to startup of the Los Angeles Talgo service will be credited with the time spent in training when they begin work in Los Angeles Talgo. Employees will be locked in for subsequent one year periods unless they indicate otherwise sixty days in advance of the expiration of this period. Employees may leave their position in Los Angeles Talgo service in the event they are unable to hold a position in the service, promotion, or hardship to be agreed upon by local Management and the union.

4) Assignment:

Los Angeles Talgo service positions will be assigned to qualified individuals by seniority but will not be covered by the bulletin and assignment rules of the existing agreements, except as noted below. Employees can move to other positions for which they are qualified for the following reasons: change of rest days, hours, or to a higher rate of pay. Employees may not move down in classification or rate of pay unless there is a vacancy and the employee is qualified for that vacancy. Employees may temporarily switch positions with at least 24 hours advance notification, provided employees are qualified for the positions involved.

Notice of position openings will be bulletined and awarded to qualified employees in accordance with the existing bulletin and assignment rules.

Employees will be moved to new positions as soon as practicable, however, employees transferring from positions on one shift to a position on another shift by award shall receive an additional 8 hours pay at the straight time rate per day and employees transferring from one position to another position on the same shift by award shall receive an additional 3 hours pay at the straight time rate per day if held to cover the position and not moved after the first twenty working days, provided management shall promptly advertise the position for bid and award the position within the twenty day period.

5) Training:

It is agreed that in order to develop the necessary skills as set forth above, the employees selected will be required to participate in and complete specially designed Amtrak or vendor supplied training. It is further agreed that employees selected will be required to remain qualified for these positions through the completion of additional training and testing on a periodic basis as determined by Management. They must maintain a specified grade point average, as determined by Management and the organizations (Apprentice Program as guide). Employees will be paid at the pro rata (straight time) rates for training, not to exceed eight (8) hours per day. Initial training will take place in Seattle, Washington, thereafter training program(s) contemplated herein may include class room training and on-the-job training at locations to be determined by Management.

Employees required to take training shall not be required to, but may if asked, work their regular tour of duty, if combination of training and work exceeds eight hours. It is understood that absent a need for additional manpower, existing employees on the tour will cover for the employees who are not available for work.

In the event that training is required away from the headquarters location, the employees selected to participate therein shall be reimbursed for reasonable and actual expenses for meals, lodging, and transportation in conjunction with the Amtrak policies pertaining to such expenses to the extent such expenses are not paid directly by Management.

New hire employees will be paid at 85% of the appropriate rate of pay during the initial training. Upon completion of training and assignment to a position in Los Angeles Talgo, employees will be paid at the 100% rate.

Training schedules shall be posted at the time selection process begins in accordance with Paragraph 2 of this agreement. Employees will receive training in Seattle and shall be provided transportation home every other weekend for themselves or at their request they may elect to transport their spouse to their training location.

6) Disqualification:

Employees selected for Los Angeles Talgo positions who do not qualify or successfully complete the initial course of training will be removed from the position and allowed to exercise their seniority.

New Hire employees shall serve a probationary period for the period of time required in the "Validating Applications" rule or the period of time during which the required initial training occur, whichever is longer.

Employees who successfully complete training and are awarded jobs in Los Angeles Talgo Service may be disqualified only after a review of their work history with the facility manager, local union representative, and the employee. Thereafter, the employee will exercise seniority as provided in the first paragraph above. If requested by the employee, the basis for disqualification will be confirmed in writing. Employees may, within fifteen (15) days, in writing appeal any resultant disqualification directly to the Vice President-Chief Mechanical Officer for disposition. Further appeal can be addressed under the relevant Rule of the governing agreement.

7) Positions:

A. Los Angeles Talgo Trainset Machinist Technician

The Los Angeles Talgo Trainset Machinist Technician after receiving training on all mechanical, hydraulic and pneumatic systems, undercarriage power components and mechanical control system must possess the skill to perform the required inspections, troubleshoot all systems, repair or replace component parts in an efficient manner with a minimum amount of supervision. In addition the Los Angeles Talgo Trainset Machinist Technician must have a full understanding of all systems and be capable of making repairs to these systems based upon the training they have received. They must also be capable of training others in attaining higher levels of skill in the inspection and repair of the Los Angeles Talgo Trainsets. They are expected to work in a team environment, performing other work as required regardless of classification to the level of their ability.

After receiving training on all systems and mechanical devices they must possess the basic skills necessary to independently inspect, repair or replace components and troubleshoot equipment to determine required corrective action and determine causes of failures on equipment which generally fall within the scope of their craft agreements. In addition, the Los Angeles Talgo Trainset Machinist Technician must be capable of absorbing the training presented to enable them to understand the overall operation of the Los Angeles Talgo Trainset equipment, and assist other classifications in the completion of their work, and/or perform work up the level of their training.

The skills involved in the maintenance, inspection and repair of Los Angeles Talgo Trainsets must be demonstrated through a series of tests and/or practical applications as determined by Management. Los Angeles Talgo Trainset employees covered under this agreement are expected to work in a team environment and perform other work required regardless of classifications to the level of their ability. All classifications will receive various types of

training, some of which may be across Los Angeles Talgo Trainset systems and craft disciplines, to ensure a high-performance work team.

In recognition of the above, a new basic rate of pay of \$17.50 per hour is established for this position, effective the date of this agreement. This rate of pay is subject to all future wage increases that apply to all other basic rates of pay covered under the master agreement. This rate is not covered by the moratorium provisions of this agreement.

B. Los Angeles Talgo Trainset Electrical Technician

The Los Angeles Talgo Trainset Electrical Technician after receiving training on all electrical power, control, onboard passenger comfort systems and safety monitoring systems must possess the skills to perform the required inspections, troubleshoot all systems, repair or replace component parts in an efficient manner with a minimum amount of supervision. In addition the Los Angeles Talgo Trainset Electrical Technician must have a full understanding of mechanical, hydraulic and pneumatic systems functions and be capable of making repairs to these systems based upon the training they have received. The Los Angeles Talgo Trainset Electrical Technician must also be capable of training others in attaining higher levels of skill in the inspection and repair of the Los Angeles Talgo Trainsets. They are expected to work in a team environment performing other work as required regardless of classification to the level of their ability.

After receiving training on all systems and mechanical devices they must possess the basic skills necessary to independently inspect, repair or replace components and troubleshoot equipment to determine required corrective action and determine causes of failures on equipment which generally fall within the scope of their craft agreements. In addition, the Los Angeles Talgo Trainset Electrical Technician must be capable of absorbing the training presented to enable them to understand the overall operation of the Los Angeles Talgo Trainset equipment, and assist other classifications in the completion of their work, and/or perform work up the level of their training.

The skills involved in the maintenance, inspection and repair of Los Angeles Talgo Trainsets must be demonstrated through a series of tests and/or practical applications as determined by Management. Los Angeles Talgo Trainset employees covered under this agreement are expected to work in a team environment and perform other work required regardless of classifications to the level of their ability. All classifications will receive various types of training, some of which may be across Los Angeles Talgo Trainset systems and craft disciplines, to ensure a high-performance work team.

In recognition of the above, a new basic rate of pay of \$17.50 per hour is established for this position, effective the date of this agreement. This rate of pay is subject to all future wage increases that apply to all other basic rates of pay covered under the master agreement. This rate is not covered by the moratorium provisions of this agreement.

C. Los Angeles Talgo Trainset Carman Technician

The Los Angeles Talgo Trainset Carman Technician after receiving training on all systems and mechanical devices must possess the basic skills necessary to independently inspect, repair or replace components and troubleshoot equipment to determine required corrective action and determine causes of failures on equipment which generally fall within the scope of their craft agreements. In addition, the Los Angeles Talgo Trainset Carman Technician must be capable of absorbing the training presented to enable them to understand the overall operation of the Los Angeles Talgo Trainset equipment, and assist other classifications in the completion of their work, and/or perform work up the level of their training.

After receiving training on all mechanical systems, undercarriage power components and mechanical control systems they must possess the skills to inspect, repair or replace components and troubleshoot equipment to determine required corrective action and determine causes of failures. They must also be capable of training members of their craft and other trainset mechanics in the operation and repair of systems and components to improve the skill level of all trainset mechanics. In addition the Los Angeles Talgo Trainset Carman Technician must have a working knowledge of all electrical, hydraulic and pneumatic systems, and be able to make repairs to them based upon the training they have received. They are expected to work in a team environment, performing other work as required regardless of classification to the level of their ability.

The skills involved in the maintenance, inspection and repair of Los Angeles Talgo Trainsets must be demonstrated through a series of tests and/or practical applications as determined by Management. Los Angeles Talgo Trainset employees covered under this agreement are expected to work in a team environment and perform other work required regardless of classifications to the level of their ability. All classifications will receive various types of training, some of which may be across Los Angeles Talgo Trainset systems and craft disciplines, to ensure a high-performance work team.

In recognition of the above, a new basic rate of pay of \$17.50 per hour is established for this position, effective the date of this agreement. This rate of pay is subject to all future wage increases that apply to all other basic rates of pay covered under the master agreement. This rate is not covered by the moratorium provisions of this agreement.

8) Other Rules:

The term "Management" refers to Amtrak or its designee. It is understood that during the initial establishment of Los Angeles Talgo service and while the new trainsets and their components are under initial warranty, original equipment manufacturers (OEM) personnel may perform non-routine maintenance activities such as start-up diagnostics and adjustments, equipment upgrades or enhancements, or specialized non-recurring tasks for which organization personnel have insufficient training. Appropriate craftsmen will be assigned for training purposes to work with the OEM personnel during this period.

- 9) The governing master Agreement will apply to this service except as otherwise provided in this agreement. Where there is a conflict, the provisions of this agreement shall take precedence.

- 10) This agreement shall become effective the date of the signing of this agreement and shall not be changed except in accordance with the Railway Labor Act or by mutual agreement.
- 11) The parties shall not serve notices on each other for a period of 3 years from the first day of revenue service of Los Angeles Talgo Service.
- 12) The provisions of this agreement, including establishment of rates of pay herein, will not be cited by either party before a Presidential Emergency Board or arbitration to resolve Section 6 Negotiations unrelated to Los Angeles Talgo Rail.

Signed at Seattle, Washington, this 11th day of June 1998:

FOR THE ORGANIZATIONS

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

Ron Markon
General Chairman, I.B.E.W.

Charles B. Thomas, Sr. Director

Danny L. Lancaster
General Chairman.

Thomas W. Fleming
Manager

H.B. Lewin
Vice Chairman, J.C.C.

Richard M. Sandler
Labor Relations Officer

Robert L. Reynolds
President - Directing General Chairman I.A.M.A.W.

June 11, 1998

Mr. Robert L. Reynolds
President and Directing General Chairman
International Association of Machinists
and Aerospace Workers, District Lodge 19
111 Park Road
Paducah, KY 42003

Mr. H. B. Lewin
Vice Chairman
Joint Council of Carmen
3 Research Place
Rockville, MD 20850

Mr. Ron Markon
General Chairman
I.B.E.W.
315 Empire Building
360 Robert Street
St. Paul, MN 55101

Gentlemen:

In the application of Article 1, it is not the intent of the parties to train employees in one craft to replicate all of the skills or the same level of expertise as another craft. It is also not the intent of this Agreement to eliminate or diminish the numbers of any craft. The determination to staff a particular craft will continue to be based both on the needs of the service and the nature of the work generally performed by that craft as outlined in Rule 1 of the Master Agreement, as amended.

For the purpose of this Agreement, the Amtrak locomotives used in this service are not part of the Talgo trainset.

The provisions of Article 1 of this Agreement will not be cited by either party before a Presidential Emergency Board or arbitration to resolve Section 6 Negotiations unrelated to High Speed Rail.

Very truly yours,

Charles B. Thomas
Senior Director
Labor relations

R. L. Reynolds
President and Directing General Chairman, I.A.M.A.W.

H. B. Lewin
Vice Chairman, JCC

T. J. McAteer
General Chairman, I.B.E.W.

APPENDIX T

401(k) Plan for IAM

AGREEMENT
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
(AMTRAK)
AND
ITS EMPLOYEES REPRESENTED BY
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

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

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

Signed this 14th day of December, 1994.

For:
Amtrak

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

For:
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers and
Helpers

/s/ _____
R. L. Reynolds
Directing General Chairman

LETTER AGREEMENTS

LETTER NO. 1

November 2, 1973

Mr. Joseph E. Burns, Jr.
General Chairman
International Association of
Machinists & Aerospace Workers
87 Townsend Avenue
New Haven, Connecticut 06512

Dear Mr. Burns:

This refers to our discussions concerning the recently signed "Interim Agreement" covering Machinist craft personnel employed by the National Railroad Passenger Corporation.

In order to provide for the orderly performance of work during the negotiation of the national collective bargaining agreement, the parties have agreed to continue to perform work at each facility as it has been performed in the past under the railroad agreements, if formerly a railroad facility, or, if a new Amtrak facility, it will be performed as it has been performed at Fields Point.

Recognizing that it is extremely difficult to ensure strict compliance to the agreements negotiated by other parties and for management to be fully aware of the intricacies of the past practices at each point, the parties have inserted the word "ORDINARILY" into the classification rule. The use of the word "ORDINARILY" is designed to preclude Scope/Classification Rule based claims and/or grievances which arise as a result of either the assignment of Machinist craft employees to perform work customarily performed by other crafts or the erroneous assignment of other crafts to perform work customarily performed by Machinist craft employees at that location.

It is understood that where such specific work assignments result in employee grievances, the parties will endeavor to resolve the difficulties as promptly as possible by joint check between the Director of Labor Relations and the General Chairman, as necessary. Failing to resolve the matter, it may be handled in accordance with the Grievance procedure.

If this meets with your concurrence, please sign and return the attached copy of this letter.

Very truly yours,

/s/ A. R. Lowry

A. R. Lowry

Director - Labor Relations

AGREED:

/s/ Joseph E. Burns

Joseph E. Burns - General Chairman

LETTER NO. 2

June 23, 1977

Mr. Joseph E. Burns, Jr.
President-Directing General Chairman
District Lodge #22
International Association of Machinists
and Aerospace Workers
1321 Arch Street
Room 802
Philadelphia, PA 19107

Dear Mr. Burns:

This refers to our negotiations of the rules and working conditions agreement, pursuant to the Organization's notice under Section 6 of the Railway Labor Act, dated November 29, 1974.

It is agreed that the following from the Agreement of November 21, 1974 is made a part of that agreement:

TECHNICIANS

a. **Field Technicians - Train Riders:**

Machinists presently assigned to positions of "Field Technicians - Train Riders" shall be accorded a seniority date on the Machinists seniority roster in the area employed as of the date and ranked in the order in which they were employed. New Machinists employed as "Field Technicians - Train Riders" shall acquire a seniority date in accordance with Rule 2 of the current schedule agreement.

b. **Mechanical Technician:** (Amended May 27, 1982)

The classification of "Mechanical Technicians" is established. Such classification shall include the following requirements:

Know how and ability to teach Apprentices and Journeymen in all phases of mechanical work and all equipment utilized by mechanics in the Amtrak system. The duties will also encompass teaching Journeymen the proper techniques to be utilized by them in developing Apprentices.

1. All such positions must include teaching other employees, but the Corporation may assign such employees to other work of the craft when they are teaching;
2. The selection of such "Mechanical Technicians" will be accomplished in the same manner as "lead machinist" positions, under Letter No. 9 of the Schedule Agreement;

-
3. The General Chairman and Director of Labor Relations will jointly review the current "Mechanical Technician" positions to determine whether they meet the criteria of this Agreement, and should remain as "Technicians";
 4. "Mechanical Technicians" will be furloughed in accordance with the Journeyman seniority in the event of a reduction in force.
- c. Positions in these technical classifications may be established when determined by Management. Employees assigned to such position shall be selected by the Management from employees agreement between Amtrak and the International Association of Machinists and Aerospace Workers. All employees assigned to these positions shall be subject to the provisions of the Union Shop Agreement.
 - d. Employees filling positions covered by this section shall be permitted to perform work of the craft at the maintenance facilities at which they hold seniority.
 - e. The rate of compensation for all positions covered by this section shall be \$.50 per hour over the Journeyman's rate of pay. It is understood that employees shall normally work and be compensated for 40 straight time hours per week. These hours need not be consecutive or on the same shift each day, except when the employees are used to perform mechanical work as a Journeyman in the facility. Overtime to commence after 40 hours per week.
 - f. In addition to the foregoing, Machinists employed in either of the technical capacities described above shall be subject to the provisions of the following rules of this current schedule agreement:

RULE	39	-	Vacation
RULE	38	-	Holidays
RULE	34	-	Health and Welfare
RULE	19	-	Sickness Insurance
RULE	18	-	Jury Duty
RULE	35	-	Off-Track Vehicle Insurance
RULE	20	-	Compassionate Leave
RULE	27	-	Military Training
 - g. In the event that employees holding positions covered by this section vacate the positions and exercise seniority as a Machinist, they will then be covered by all the applicable provisions of agreements then in force between Amtrak and the International Association of Machinists and Aerospace Workers.

Employees in the categories above will not be called for overtime as a Journeyman when other Journeymen are available for such overtime work at the point.

Very truly yours,

/s/ A. R. Lowry

A. R. Lowry

Assistant Vice President

Director - Labor Relations

AGREED:

/s/ Joseph E. Burns, Jr.

Joseph E. Burns, Jr.

President-Directing General Chairman

May 20, 1986
110.1.8

Mr. J. E. Burns, Jr.
President - Directing General Chairman
International Association of
Machinists and Aerospace Workers
District Lodge #22
2600 Dixwell Avenue
Hamden, CT 06514

Dear Mr. Burns:

This will confirm your telephone conversation with Assistant Director Labor Relations K. P. O'Connor on May 19, 1986, concerning the September 1, 1977 Schedule Agreement, and in particular the application of Section g of Letter #2.

The parties agreed that the intent of Section g of Letter #2 is to permit Field Technicians/Train Riders and Mechanical Technicians to voluntarily resign from such positions and, within 5 working days, exercise seniority over any junior employee in their craft in the district in which they hold seniority. Employees displaced as a result thereof may exercise seniority in the same manner.

If the foregoing accurately reflects your understanding of the Agreement, please signify by signing in the space provided and returning one original to this office for our further handling.

Very truly yours,

/s/ W. O. Cole
W. O. Cole
Director
Labor Relations

I AGREE:

/s/ J. E. Burns Jr
J. E. Burns, Jr.

LETTER NO. 3

June 23, 1977

Mr. Joseph E. Burns, Jr.
President-Directing General Chairman
District Lodge #22
International Association of Machinists
and Aerospace Workers
1321 Arch Street
Philadelphia, PA 19107

Dear Mr. Burns:

This refers to our negotiations of the rules and working conditions agreement, pursuant to the Organization's Notice, under Section 6 of the Railway Labor Act, dated November 29, 1974.

It is agreed that the following is made a part of that agreement:

Inspecting Locomotives

At points where 15 or more engines receive mechanical tests and inspections each month Mechanical Inspectors' positions shall be established who may be required to sign Federal reports covering such inspections. They will be allowed ten (10) cents per hour above the Journeyman's minimum rate of pay at that point. At points where no Inspector is assigned and Machinists are required to inspect engines and sign Federal reports covering such inspections, they will be paid ten (10) cents per hour above the Journeyman's minimum rate at the point employed for the days in which such inspections are made.

Very truly yours,

/s/ A. R. Lowry

A. R. Lowry
Assistant Vice President &
Director - Labor Relations

AGREED:

/s/ Joseph E. Burns, Jr.
Joseph E. Burns, President-
Directing General Chairman

LETTER NO. 4

June 23, 1977

Mr. Joseph E. Burns, Jr.
President-Directing General Chairman
District Lodge #22
International Association of Machinists
and Aerospace Workers
1321 Arch Street
Room 802
Philadelphia, PA 19107

Dear Mr. Burns:

This refers to our negotiations of the rules and working conditions agreement, pursuant to the Organization's Notice, under Section 6 of the Railway Labor Act, dated November 29, 1974. During such negotiations, you expressed concern over your members who are protected under Title V.

This confirms our understanding that nothing in the agreement will reduce or take away any rights, privileges or benefits accruing to employees protected under Title V.

Very truly yours,

/s/ A. R. Lowry

A. R. Lowry
Assistant Vice President &
Director - Labor Relations

AGREED:

/s/ Joseph E. Burns, Jr.

Joseph E. Burns
President-Directing General Chairman

LETTER NO. 5

June 23, 1977

Mr. Joseph E. Burns, Jr.
President-Directing General Chairman
District Lodge #22
International Association of Machinists
and Aerospace Workers
1321 Arch Street RM 802
Philadelphia, PA 19107

Dear Mr. Burns:

This refers to our negotiations of the rules and working conditions agreement, pursuant to the Organization's Notice, under Section 6 of the Railway Labor Act, dated November 29, 1974.

During such negotiations, we agreed that employees in the service will be considered for promotion to positions of Foreman. However, this will not preclude the Corporation from hiring qualified Foremen from outside the Corporation.

Very truly yours,

/s/ A. R. Lowry

A. R. Lowry
Assistant Vice President &
Director - Labor Relations

AGREED:

/s/ Joseph E. Burns, Jr.

Joseph E. Burns
President-Directing General
Chairman

LETTER NO. 6

June 23, 1977

Mr. J. E. Burns, Jr.
General Chairman
International Association of
Machinists and Aerospace Workers
Room 802
1321 Arch Street
Philadelphia, PA 19107

Dear Mr. Burns:

This refers to our negotiations of the rules and working conditions agreement, pursuant to the Organization's Notice under Section 6 of the Railway Labor Act, dated November 29, 1974.

It is agreed that the following be made a part of that agreement:

QUALIFICATIONS

Any person who has served an apprenticeship, or who had 3 years' experience at Machinist's trade and who, by his skill and experience is qualified and capable of laying out and fitting together metal parts of any machine or locomotive, with or without drawings and who is also competent to do either sizing, shaping, turning, boring, planning, grinding, finishing, or adjusting the metal parts of a machine or locomotive, and who can dismantle, repair, rebuild engines of any type, shall constitute a Machinist.

MAINTENANCE OF WAY DEPARTMENT

“Any person who has served an apprenticeship, or who had three or more years experience at the trade, and who by his skill and experience is qualified and capable of performing all work necessary in connection with the complete dismantling, repairing, maintaining, assembling, inspecting and testing track motor cars, and other roadway machines, such as portable air compressors and pumps, tie tamping machines, paving and concrete breakers, rail grinding machines, tie boring machines, power wrenches, caterpillar tractors, and any other similar machines used by the Maintenance of Way Department, shall constitute a Machinist.”

MACHINIST HELPER

Helper's work shall consist of helping machinists and apprentices, operating drill presses (plain drilling) and bolt threaders not using facing, boring or turning head or milling apparatus, wheel presses (on car, engine truck and tender truck wheels), nut tappers and facers, bolt pointing and centering machines, car brass boring machines,

twist drill grinders cranemen helpers on locomotive and car work; attending tool room, machinery oiling, locomotive oiling, box packing, applying and removing trailer and engine truck brasses, assisting in dismantling locomotives and engines applying all couplings between engine and tender; locomotive tender and draft rigging work, and all work generally recognized as helpers' work.

NOTE: It is understood all work contained in this Rule may be performed by Machinists.

MACHINIST'S HELPERS

Helpers, when used in any way in connection with machinists' work, shall in all cases work under the orders of the machinists, both under the direction of the foreman.

It is understood that this agreement does not enlarge or modify the current Scope or Classification of Work Rules and does not set a precedent in handling classification of work problems.

Very truly yours,

/s/ A. R. Lowry

A. R. Lowry

Assistant Vice President

Director - Labor Relations

Agreed:

/s/ Joseph E. Burns, Jr.

J. H. Burns, Jr., General Chairman

International Association of

Machinists and Aerospace Workers

LETTER NO. 7

June 23, 1977

Mr. Joseph E. Burns, Jr.
President-Directing, General Chairman
International Association of Machinists and
Aerospace Workers
1321 Arch Street
Room 802
Philadelphia, PA 19107

Dear Mr. Burns:

This refers to our negotiations of the rules and working conditions agreement pursuant to the Organization's notice, under Section 6 of the Railway Labor Act dated November 29, 1974.

The Corporation will be responsible for notifying employees at each location the procedure for obtaining permission to be off on account of sickness, emergencies, etc.

Very truly yours,

/s/ A. R. Lowry

A. R. Lowry
Assistant Vice President
Director - Labor Relations

LETTER NO. 8

June 23, 1977

Mr. Joseph E. Burns, Jr.
President-Directing General Chairman
International Association of Machinists and
Aerospace Workers
1321 Arch Street
Room 802
Philadelphia, PA 19107

Dear Mr. Burns:

This refers to our negotiations of the rules and working conditions agreement, pursuant to the Organization's notice, under Section 6 of the Railway Labor Act dated November 29, 1974.

It is agreed that the following understanding will be applied to suspensions under Rule 24, Discipline - Investigation - Appeal:

- (1) If the discipline is suspension, the period of suspension shall be deferred, if within the succeeding six (6) month period following notice of discipline the accused employee does not commit another offense for which discipline is subsequently imposed.
- (2) If, within such succeeding six (6) month period, the employee commits one or more offenses for which discipline is subsequently imposed, the initial suspension shall be served and suspensions resulting from offenses committed during the six (6) month period shall not be deferred. However, should the employee be disciplined by suspension for an offense committed subsequent to a six (6) month period the first such occurrence shall be the basis for the succeeding six (6) month period referred to in paragraph one of this provisions

This understanding shall remain in effect for a period of at least six months from the effective date of this agreement. After that time, this understanding may be automatically cancelled at any time by either party by filing with the other party a 10-day notice of cancellation.

Mr. Joseph E. Burns, Jr.
June 23, 1977
Page Two

If agreeable, please sign in the space indicated below.

Very truly yours,

/s/ A. R. Lowry

A. R. Lowry
Assistant Vice President &
Director - Labor Relations

AGREED:

/s/ Joseph E. Burns Jr

Joseph E. Burns, Jr.
President-Directing General Chairman

LETTER NO. 9

June 23, 1977

Mr. Joseph E. Burns, Jr.
President-Directing General Chairman
International Association of
Machinists and Aerospace Workers
1321 Arch Street
Room 802
Philadelphia, PA 19107

Dear Mr. Burns:

This refers to our Agreement governing the rates of pay, hours, rules and working conditions between the International Association of Machinists and Aerospace Workers and the National Railroad Passenger Corporation.

It is understood that when lead machinist positions are available, employees covered by this Agreement at the facility where the position exists, will be notified of the position and will be given the opportunity to make application. The Local Management and Local Committee will review all applications, and determine the best qualified applicant; if fitness and ability are equal, seniority will govern.

In the event of a failure to agree, or in the event no qualified applications are received, the management will make the final decision.

If this conforms to your understanding, indicate your concurrence by signing in the spaces provided below.

Very truly yours,

/s/ A. R. Lowry
A. R. Lowry
Assistant Vice President &
Director - Labor Relations

AGREED:

/s/ Joseph E. Burns Jr
Joseph E. Burns, Jr.
President-Directing General Chairman

LETTER NO. 10

June 23, 1977

Mr. Joseph E. Burns, Jr.
President-Directing General Chairman
International Association of
Machinists and Aerospace Workers
1321 Arch Street
Room 802
Philadelphia, PA 19107

Dear Mr. Burns:

This refers to the recently concluded Rules Agreement between Amtrak and the International Association of Machinists and Aerospace Workers.

This will confirm that the "Note" in Rule 6 of the Agreement is construed to mean that if a claim is filed on behalf of an employee improperly used to fill such a vacancy, the claim will be for the actual hours used off his regular assignment, in addition to the actual amount earned. If the claim is for the employee who should have been used, it will be for the difference in rate, if any.

If agreeable, please sign and return the attached copy of this letter.

Very truly yours,

/s/ A. R. Lowry
Assistant Vice President &
Director - Labor Relations

AGREED:

/s/ Joseph E Burns Jr
Joseph E. Burns, Jr.
President-Directing General Chairman

LETTER NO. 11

March 1, 1999
Letter No. I

Mr. R. L. Reynolds
President and Directing General Chairman
International Association of Machinists and Aerospace Workers
111 Park Road
Paducah, KY 42003

Dear Mr. Reynolds:

Please refer to our negotiations of the rules and working conditions agreement pursuant to the Organization's notice, under Section 6 of the Railway Labor Act.

In reference to Article VI, Section 3 (Designated Position Start Times), this rule will be applied at the following locations and will apply to the following employee numbers and trains:

<u>Location</u>	<u>IAM</u>
New York	5
Chicago	10
Los Angeles	7
New Orleans	5
Washington, DC	11
Hialeah	4
Boston	6
Albany	8
Seattle	3
<u>Oakland</u>	<u>4</u>
Total	63

Train Numbers: 1, 2, 3, 4, 5, 6, 7, 8, 11, 14, 21, 22 (321-322), 29, 30, 40, 41, 43, 44, 48, 49 (448-449), 50, 51, 58, 59, 89, 90, 91, 92, 97 and 98.

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

Very truly yours,

/s/ Joseph M Bress
Joseph M. Bress
Vice President - Labor Relations

I agree:

/s/ Robert Reynolds

LETTER NO. 12

July 16, 1975

Mr. Joseph E. Burns, Jr.
President, District Lodge 22
International Association of
Machinists and Aerospace Workers
87 Townsend Avenue
New Haven, Connecticut 06512

Dear Mr. Burns:

This refers to the application of our holiday agreement with respect to the days to be recognized as the specific holidays.

It is our understanding that the current holiday agreement will be amended so that in all states where proclamations of National and State holidays do not coincide, employees covered by our holiday agreement will observe holidays designated by the Federal Government. Such holidays as designated by the Federal Government will take precedence over holidays enumerated by the State.

If agreeable please sign and return the attached copy of this letter.

Very truly yours,

/s/ A. R. Lowry
A. R. Lowry
Director - Labor Relations

AGREED:

/s/ Joseph E. Burns Jr
Joseph E. Burns, Jr.
President, District Lodge 22
International Association of
Machinists and Aerospace Workers

LETTER NO. 13

December 9, 1997

Gentlemen:

In accordance with Public Law No. 105-134, December 2, 1997, of the “**Amtrak Reform and Accountability Act of 1997**”, the following language on contracting out is now a part of all applicable collective bargaining agreements:

- (1) Amtrak may not contract out work normally performed by an employee in a bargaining unit covered by a contract between a labor organization and Amtrak or a rail carrier that provided intercity rail passenger transportation on October 30, 1970, if contracting out results in the layoff of an employee in the bargaining unit.
- (2) This subsection does not apply to food and beverage services provided on trains of Amtrak.

Section 121 of the referenced Act in part amends **49 U.S.C. '24312** by striking subsection (b) from law as it existed before the date of enactment and amends any collective bargaining agreement with Amtrak to include the same language.

If you have any questions regarding this matter please let me or one of the Directors, Labor Relations know.

Very truly yours,

/s/ Joseph M. Bress
Joseph M. Bress
Vice President
Labor Relations

LETTER NO. 14-1

April 1, 1993

Mr. W. F. Mitchell, General Chairman
International Association of Machinists
and Aerospace Workers
50 Temple Street
North Haven, Connecticut 06473

Dear Mr. Mitchell:

This has reference to Amtrak's March 3, 1993, letter to Mr. R. L. Reynolds, pertaining to Traveling Gang Equipment Maintenance, Boston Division, the organization's March 9, 1993, proposal and our continuing discussions with regard to that subject.

During our discussions, it was agreed that the following will apply while the Track Laying System, Surfacing Units (MDZ's and Unimats) or Switch Turnout Exchange System are on Amtrak's Boston Division during the 1993 work season.

First Year (1993 Work Season Ending February 28, 1994)

- * Amtrak will compensate five (5) Roadway Mechanics at the time and one-half rate of pay for all hours worked in excess of forty in their regularly scheduled workweek. If such weekly earnings are less than the average weekly earnings of the Maintenance of Way Repairmen working on the Boston Division in that week, the Road Mechanic(s) will have their weekly earnings upgraded to that average amount.

The local union and local management will meet to determine the average earnings of the Maintenance of Way Repairmen for that week and which Roadway Mechanics will have their earnings adjusted to that level when appropriate.

- * Shop Machinists at the Providence, Rhode Island, and New Haven, Connecticut Equipment Maintenance Shops who possess seniority dates before August 3, 1992, will be upgraded to Roadway Mechanics on a one-to-one basis in seniority order for each Maintenance of Way Repairman assigned to the Boston Division. Shop Machinists with seniority dates subsequent to August 3, 1992, will receive \$14.70 per hour and work the work week and hours of the track unit if so assigned.
- * It is agreed that any and all disputes pertaining to use of those track units during the 1993 work season are deemed resolved upon the signing and application of this agreement to the 1993 work season. It is understood that this agreement does not prejudice the position of the parties in regard to such disputes and will not be used or referred to in any other claims, grievances or proceedings.

Second, Third, Fourth and Fifth Year of Agreement (Work Season 1994, 1995, 1996, and 1997):

- * Amtrak will compensate up to four (4) Roadway Mechanics, on a one-for-one basis to Maintenance of Way Repairmen working on the Boston Division, at the time and one-half rate of pay for all hours worked in excess of fifty in their regularly scheduled workweek. If such weekly earnings are less than the average weekly earnings of the Maintenance of Way Repairmen working on the Boston Division in that week, the Road Mechanic(s) will have their weekly earnings upgraded to that average amount.

The local union and local management will meet to determine the average earnings of the Maintenance of Way Repairmen for the week and which Roadway Mechanics will have their earnings adjusted to that level when appropriate.

- * Shop Machinists at the Providence, Rhode Island, and New Haven, Connecticut Equipment Maintenance Shops who possess seniority dates before August 3, 1992, will be upgraded to Roadway Mechanics on a one-to-one basis in seniority order for each Maintenance of Way Repairman assigned to the Boston Division. Shop Machinists with seniority dates subsequent to August 3, 1992, will receive \$14.70 per hour and work the work week and hours of the track unit if so assigned.

After the Fifth Year of Agreement (work Season 1997):

- * Shop Machinists at the Providence, Rhode Island, and New Haven, Connecticut Equipment Maintenance Shops who possess seniority dates before August 3, 1992, will be upgraded to Roadway Mechanics on a one-to-one basis in seniority order for each Maintenance of Way Repairman assigned to the Boston Division. Shop Machinists with seniority dates subsequent to August 3, 1992, will receive \$14.70 per hour and work the work week and hours of the track unit if so assigned.
- * Maintenance of Way Repairmen will not be used to maintain equipment assigned to the Boston Division for division maintenance work nor utilized to reduce overtime of Road Mechanics assigned to that division maintenance.
- * No employee will be furloughed as a result of the contracting of this work.

This agreement shall remain in effect until revised or abrogated by mutual consent of the parties signatory hereto or in accord with the provisions of the Railway Labor Act.

Amtrak also agrees to withdraw its February 24, 1993, letter to Mr. William Gill concerning the company's request that the National Mediation Board investigate and resolve a representation dispute for its employees engaged in performing work on maintenance of way equipment. It is agreed that this withdrawal is without prejudice to the position of either party to the issues contained in the letter.

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

Very truly yours,

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

I CONCUR:

/s/ W. F. Mitchell
W. F. Mitchell
General Chairman

cc: R. L. Reynolds

LETTER NO. 14-2

April 2, 1993

Mr. W. F. Mitchell, General Chairman
International Association of Machinists
and Aerospace Workers
50 Temple Street
North Haven, Connecticut 06473

Dear Mr. Mitchell:

This has reference to our April 1, 1993, proposal pertaining to Traveling Gang Equipment Maintenance, Boston Division, and our discussion on April 2, 1993.

It is understood the \$14.70 per hour rate established will be increased consistent with increases to the Maintenance of Way Repairman rate in the future years of the April 1, 1993, agreement.

Very truly yours,

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

cc: R. L. Reynolds

LETTER NO. 14-3

May 18, 1999

Mr. Jay R. Cronk
General Chairman
International Association of
Machinists and Aerospace Workers
61 Bailey Road
North Haven, CT 06473

Dear Mr. Cronk:

This refers to our recent discussions regarding Traveling Gang Equipment Maintenance for the New England Division. Inasmuch as the Undercutter and CWR Rail Train are not covered by the parties' April 1, 1993, Agreement, the following will apply to the Undercutter and CWR Rail Train when they work on or are being maintained on the New England Division with employees represented by the BMWWE:

- * Amtrak will compensate Roadway Mechanics at the time and one-half rate of pay for all hours worked in excess of forty in their regularly scheduled work week whenever the Undercutter works on or is being maintained on the New England Division.
- * The CWR Rail Train will be covered by a Road Mechanic when working on or being maintained on the New England Division.
- * Employees represented by the BMWWE will not be used to maintain equipment assigned to the New England Division for normal Division maintenance.
- * No employee will be furloughed as a result of this agreement,
- * All grievances and letters filed regarding the issue of Maintenance of Way Repairman and/or Foremen working on the Boston Division are hereby withdrawn. This includes but is not limited to files IAM-903-TC regarding foremen; IAM-911-TC regarding Springfield; the union's grievance dated April 26, 1999; and letter dated April 19, 1999.

Mr. J. R. Cronk
May 18, 1999
Page 2

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

Very truly yours,

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

I CONCUR:

/s/ J. R. Cronk
J. R. Cronk, General Chairman

May 18, 1999
Date

AGREEMENT

This agreement made this **1st day of March, 1999**, by and between the National Railroad Passenger Corporation (Amtrak) and its employees represented by the International Association of Machinists and Aerospace Workers (IAM) is in full and final settlement of all pending Section 6 notices filed by both parties.

ARTICLE I - WAGES

Section 1 - First General Wage Increase

On December 1, 1995, all hourly and monthly rates of pay of employees covered by this Agreement in effect on the preceding day shall be increased in the amount of three (3) percent applied so as to give effect to this increase in pay irrespective of the method of payment. The increase provided for in this Section 1 shall be applied as follows:

(a) **Hourly and Monthly Rates -**

Add 3 percent to the existing hourly and monthly rates of pay.

(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) **Deductions -**

Insofar as concerns deductions, which may be made from the rates resulting from the increase herein granted, under Section 3(m) of the Fair Labor Standards Act of 1938, they may continue to be made to the extent that such deductions were being legally made as of August 31, 1941.

(d) **Application of Wage Increase -**

The increase in wages provided for in this Section 1 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 and 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 for.

Section 2 - Signing Bonus

Subject to Sections 8 and 9, each employee with 2,000 or more straight time hours paid for (not including any such hours reported to the STB as constructive allowances except vacations, holidays, paid sick leave and guarantees in protective agreements or arrangements) during the period January 1, 1995, through December 31, 1995, will be paid, as specified herein, a Signing Bonus of four hundred dollars (\$400.00). Said signing bonus will be paid within 60 days of ratification.

Section 3 - Second General Wage Increase

Effective July 1, 1996, all hourly and monthly rates of pay in effect on June 30, 1996, for employees covered by this agreement shall be increased by one and one half (1.50) percent applied in the same manner as provided for in Section 1 hereof. Effective July 1, 1996, all hourly and monthly rates of pay in effect on June 30, 1996, for employees covered by this agreement shall be increased by one and one half (1.50) percent applied in the same manner as provided for in Section 1 hereof.

Section 4 - Third General Wage Increase

Effective October 1, 1997, all hourly and monthly rates of pay in effect on September 30, 1997 for employees covered by this Agreement shall be increased in the amount of three-and-one-half (3.50) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 4 shall be applied in the same manner as provided for in Section 1 hereof.

Section 5 - Fourth General Wage Increase

Effective July 1, 1998, all hourly and monthly rates of pay in effect on June 30, 1998, for employees covered by this agreement shall be increased by one and three quarters (1.75) percent and applied in the same manner as provided for in Section 1 hereof except that for the 12 month period beginning July 1, 1998 such rates shall be so increased by that percentage which is equal to the excess of (i) one and three quarter (1.75) percent (expressed in cents per hour) over (ii) the amount resultant from the formula contained in Article I, Section 5 (ii) of the National Carriers' Conference IAM Agreement, dated August 27, 1996.

Section 6 - Fifth General Wage Increase

Effective July 1, 1999, all hourly and monthly rates of pay in effect on June 30, 1999 for employees covered by this Agreement shall be increased in the amount of three-and-one-half (3.50) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 6 shall be applied in the same manner as provided for in Section 1 hereof.

Section 7 - Eligibility for Receipt of Signing Bonus, Retroactive Wage Payments

The signing bonus and retroactive wage payments provided for in this Article shall be paid to each employee subject to this Agreement who has an employment relationship as of 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 retroactive wage 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 - Employees Working Less Than Full-Time

For employees who have fewer straight time hours (as defined) paid for in the period described in Section 2 than the minimum number set forth therein, the dollar amount of the Signing Bonus specified in Section 2 shall be adjusted by multiplying such amount by the number of straight time hours (including vacations, holidays, paid sick leave and guarantees in protective agreements or arrangements) for which the employee was paid during such period divided by the defined minimum hours.

Section 9 - Signing Bonus Proration

In the case of any employee subject to wage progression or entry rates, the dollar amount of the Signing Bonus specified in Section 2 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 Agreement Dated March 24, 1992

The nine-cent cost-of-living allowance in effect beginning July 1, 1995 pursuant to Article I Section 9 of the 1992 Amtrak/IAM Agreement, shall be rolled in to basic rates of pay on November 30, 1995 and such Section shall be eliminated at that time, except as provided in Article III of this agreement.

Part B - Cost-of-Living Allowance Through June 30, 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 in to basic rates of pay on July 1, 2000.
- (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	March 1996	
	plus	
March 1997	March 1998	July 1, 2000

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>
July 1, 2000	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>
July 1, 2000	6% of March 1995 CPI plus 6% of March 1997 CPI

(d) The cost-of-living allowance payable to each employee and rolled in to basic rates of pay on July 1, 2000 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/IAM Agreement, dated August 26, 1996, or as otherwise may be agreed to nationally.

Part C - Cost-of-Living Allowance and Adjustments Thereto After July 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 January 1, 2001 based, subject to paragraph (d), on the CPI for March 2000 as compared with the CPI for September 1999, plus the CPI for September 2000 as compared with the CPI for March 2000. 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*	
March 2000	September 2000*	January 1, 2001
September 2000	March 2001	July 1, 2001

*The calculation described in Section 1 (e) of this section shall be made individually for each of these measurement periods and the resulting cents added together for the January 1, 2001 adjustment.

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 of 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>
January 1, 2001	6% of September 1999 CPI
July 1, 2001	3% of September 2000 CPI
January 1, 2002	6% of September 2000 CPI, less the increase from September 2000 to March 2001

Effective Dates of Adjustment and Maximum CPI Increases conforming to the July 1, 2001 and January 1, 2002 Adjustments in 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 (50) percent of the increase in the CPI in any measurement period shall be considered.

- (iii) If the increase in the CPI from the base month of September 2000 to the measurement month of March 2001 exceeds 3% of the September 2000 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 based on the increase in the CPI from the base month of September 2000 to the measurement month of March 2001.
- (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 June 30, 2001 shall be adjusted (increased or decreased) effective July 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 of a point resulting from such division shall be dropped. The result of such division shall 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 adjustments thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this 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 January 1, 2001 shall be equal to the difference between (i) the cost-of-living allowance effective on that 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/IAM Agreement, dated August 27, 1996.
- (b) 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.
- (c) The increase in the cost-of-living allowance effective January 1, 2002 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 Wage Increases contained in Article I, Sections 1, 3, 4 and 5 will be paid on or after April 1, 1999, and no later than April 30, 1999.

- (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/IAM agreement,

dated August 23, 1992, 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/IAM agreement adopted in the Amtrak/IAM agreement, dated July 23, 1992, will not be taken into consideration to reduce (i).

ARTICLE IV - AMTRAK/LABOR PRODUCTIVITY COUNCIL

The IAM 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 IAM and management shall each designate employee representatives in writing, and may revoke such designations at any time. Employee representatives designated by the IAM 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 discussions 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 projects and work processes.

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

1. Current and proposed modes of work organization and methods.
2. Training.
3. Issues of workplace quality of life and fair treatment.

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

1. Reducing injuries and associated costs.
2. Efficient use of materials and reduction of wastage.
3. Reducing other costs associated with job planning and execution.
4. Increasing productivity in core activities.
5. Increasing revenue through on-time performance.

Contracting-In. It is anticipated that productivity enhancement will permit additional Amtrak work to be performed and increase shop capacity for contracting-in from other railroads (commuters and freight), thereby growing revenue.

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 the

value of increased efficiencies and savings to Amtrak's bottom line. Savings up to \$3.0 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 \$3.0 million per year, 50 percent of those savings shall be paid to employees as a bonus above normal wages and payments.

ARTICLE V - OCCUPATIONAL HEALTH WORK RELATED INJURY PROJECT

IAM and Amtrak shall adopt and implement elements of the current On-Duty Injury Project designed to deliver quality, more cost effective medical care and rehabilitative services. The parties further agree to cooperate in the establishment of a joint union/committee to review processes to facilitate employees returning to work, as may be further necessary.

ARTICLE VI - WORK RULES

1. Part Time:

- (a) Part time machinist positions may be established subject to approval of the General Chairman and Director Labor Relations at new locations and for new commuter services, including locations where Amtrak now contracts but does not employ machinists.
- (b) The parties agree to establish a labor/management committee to study the implementation of part time employees at existing locations and for new work. The recommendations of this committee may be implemented by mutual agreement.

2. Lock-In for Special Projects:

Amtrak may establish Special Project Gangs to provide a dedicated work force for the performance of capital projects, major overhaul, modification, or in-sourcing work on rolling stock or component parts.

When Amtrak intends to establish a Special Project Gang, it shall give at least thirty (30) days written notice thereof to the interested General Chairman, such notice to contain the following information:

- a. Description of Project
- b. Estimated length of time required for completion.
- c. Number of positions to be assigned.

Such positions will be advertised in accordance with the bulletin and assignment rules of the Agreement including designation as such. With the exception of hardship or higher rated positions, employees who secure a position in a Special Project Gang through the bulletin process must remain on the designated project for its duration, not to exceed 12 months. Employees holding assignment in such gangs may not be displaced unless the employee making such displacement is doing so due to Carrier action, i.e. abolishment of position(s), rearrangement of forces or to avoid furlough.

If in order to become qualified for a “Special Project” position an employee accepts training at Amtrak’s expense, the employee will not be allowed to voluntarily bid off such position for a period of twelve months, except to attain a higher rated position.

It is understood a “Special Project” is an activity separately funded from regular program maintenance, is an independent activity which has a specific budget and schedule for completion.

For purposes of this rule, the Family and Medical Leave Act will serve as a guide in defining hardship as intended herein.

An employee bidding to and awarded a position outside the gang as defined herein, may be held on his/her former gang position until such is filled by a qualified applicant.

3. Designated Position Start Times:

For a specified number of employees in locations specified by the parties, where an employees assignment is predicated upon servicing certain trains, and in situations in which such trains become delayed en route more than two hours and said delay impacts the work assignment, the employees assignment may be set back upon at least three hours advance notice given before the usual reporting time of the assignment. The advance notice will specify the new reporting time for that day, and the employees shift will not begin until that time. The shift will not be set back more than three hours. Employees on these assignments will be paid an allowance of \$1.00 per hour for the first eight hours worked when set back. Any subsequent overtime worked on such day will be paid at the normal rate of the work performed and shall not include such \$1.00 per hour.

Local Management and the Local Committee or Local Union, as appropriate, at the work locations where this rule is applicable will meet within 10 days of the signing of this agreement to establish mutually agreed upon “notification procedures” and to identify the positions to be covered under this agreement. At locations where said procedures or positions cannot be agreed upon within 30 days of the signing of this agreement, then the General Chairman and the Director of Labor Relations will establish the “notification procedures” for the location. During these first 30 days the local management and the union will review existing operations to see if alternatives to the “set back” provisions are appropriate and would produce the same savings. Unless any such alternative is agreed upon by the local parties with the approval of the General Chairman and the Director of Labor Relations, this provision will be implemented on the 30th day of the signing of the agreement.

4. Bank Time:

(a) Machinists at their option, may elect to accept compensatory time off in lieu of the overtime premium. The straight-time portion of overtime pay will be paid and the half time portion of the overtime will be accrued in a compensatory time bank. Employees may not accrue more than 40 hours in the compensatory time bank.

(b) Compensatory time off will be taken in 8-hour segments (or 10-hour in the case of employees in 4x10 work weeks), provided, however, such day(s) may be taken only when consistent with the requirements of the carrier's service:

- * If the employee desires to take 40 hours of compensatory time off at one time (as a full week), the employee must provide 60 days advance notice.
- * Single days may be taken upon 48 hours' advance notice from the employee to the proper carrier supervisor.
- * Up to two 8-hour segments of compensatory time may be taken in a year without advance notice requirement other than that the employee give notice before the beginning of the shift. Compensatory time will not constitute compensation for bridging purposes in the application of the Holiday Rule.

Use of compensatory time is subject to approval of the appropriate supervisor.

(c) Compensatory time off will be paid for at the pro rata rate of the employee's regularly assigned position.

5. Work Week:

Rule 11, Workday and Workweek is amended as follows:

The workweek at facilities where Planned Preventive Maintenance is performed may consist of four-ten hour or five-eight hour workdays. The work week for four-ten hour assignments will begin on Monday. This will only apply to positions assigned to Locomotive 92 day Preventive Maintenance inspection lines. The locations are Ivy City Maintenance Facility (Washington, DC); Albany, New York; Chicago, Illinois; Los Angeles, California; Oakland, California; Seattle, Washington; and New Orleans, Louisiana.

ARTICLE VII - CONTINGENCIES

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 these 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 operating 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 C or other significant funding event C has failed to occur within a reasonable time, the IAM/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 union. 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 union 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 and/or lump sum payments on schedule shall be a major dispute.
6. Clerical error which delays scheduled pay increases and/or retroactive and/or lump sum payments shall not trigger procedures 1 - 5 above.

ARTICLE VIII - 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 August 18, 1995, served upon the organization by Amtrak, and all notices served on Amtrak by the organization on or after November 1, 1994. 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, 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 proposals 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.

Signed at Washington, DC this **1st day of March, 1999.**

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION
(AMTRAK)

Joseph M. Bress

Charles B. Thomas

FOR INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS (IAM)

Robert L. Reynolds

J. R. Duncan

Michael A. Hill

Jay Cronk

March 1, 1999
Letter No. 1

Mr. R. L. Reynolds
President and Directing General Chairman
International Association of Machinists
and Aerospace Workers
111 Park Road
Paducah, KY 42003

Dear Mr. Reynolds:

Please refer to our negotiations of the rules and working conditions agreement pursuant to the Organization's notice, under Section 6 of the Railway Labor Act.

In reference to Article VI, Section 3 (Designated Position Start Times), this rule will be applied at the following locations and will apply to the following employee numbers and trains:

<u>Location</u>	<u>IAM</u>
New York	5
Chicago	10
Los Angeles	7
New Orleans	5
Washington, DC	11
Hialeah	4
Boston	6
Albany	8
Seattle	3
<u>Oakland</u>	<u>4</u>
Total	63

Train Numbers: 1, 2, 3, 4, 5, 6, 7, 8, 11, 14, 21, 22 (321-322), 29, 30, 40, 41, 43, 44, 48, 49 (448-449), 50, 51, 58, 59, 89, 90, 91, 92, 97 and 98.

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

Very truly yours,

Joseph M. Bress
Vice President
Labor Relations

I agree:

R. L. Reynolds

March 1, 1999

Letter No. 2

Mr. R. L Reynolds
President and Directing General Chairman
International Association of Machinists
Paducah, Kentucky

Dear Mr. Reynolds:

Please refer to our negotiations of the rules and working conditions agreement pursuant to the Organization's notice, under Section 6 of the Railway Labor Act.

It is agreed that the provisions of the letter of October 27, 1983, concerning Building Systems Specialist positions on the New York Division will be extended to include 30th Street Station, Philadelphia, Pennsylvania. Further, the rate of pay for the Building Systems Specialist classification will be increased \$.06 per hour, effective with the signing of the Wage and Rules Agreement.

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

Very truly yours,

Joseph M. Bress
Vice President
Labor Relations

I Agree:

R. L. Reynolds