

AGREEMENT

BETWEEN

**NATIONAL RAILROAD
PASSENGER CORPORATION
(AMTRAK)**

And

Its Employees

Represented By The

**AMTRAK SERVICE WORKERS COUNCIL
(TWU - HERE - TCU)**

EFFECTIVE NOVEMBER 3, 1973

AS REVISED THROUGH: DECEMBER 31, 2004

Labor Relations Printout: As of March 1, 2007

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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, sexual, national origin, age, handicap, or sexual orientation. Consideration of the qualifications of candidates for employment, promotion or transfer will be based on qualifications which are job related.

RULE 1 - SCOPE AND EMPLOYEE CLASSIFICATIONS(a) Scope:

The terms and conditions of this Agreement shall govern the hours of service, rates of pay, and working conditions of the employees represented by the Amtrak Service Workers Council in the classifications designated herein and such new classifications of positions pertaining to or related to all on-board service and culinary classes on cars and in experimental and preparatory kitchens as are now in service or may be created by the Corporation in the dining, chair, sleeping and parlor cars.

(b) Employee Classifications:

1. Chefs
2. Food Specialists (Cooks)
3. Service Attendants
(Waiters and Pantrymen)
4. Lead Service Attendants
(In Charge of Diner)
5. Lead Service Attendants (Other than Diner)
6. Train Attendants²
7. Auto-Train Attendants

(c) Work not traditionally associated with the above classifications may be required of employees qualified to perform such work. This rule recognizes that a certain ebb and flow of on-board services work has existed and will continue to exist and nothing in this agreement grants employees covered by this agreement the right to all on train work to the exclusion of employees of other crafts who are assigned to perform duties on the train.

The application of the change in this rule will not result in the furlough of employees covered by this agreement. It is the purpose of this rule to promote a concept of teamwork on board the trains that will provide quality service to passengers.

(d) If the work of a position is significantly increased on a regular basis, as a result of the application of paragraph 1(c), the Chairman may meet with the Director Labor Relations to review the current pay rates. Such rate may be adjusted by mutual agreement.

(e) Work covered under the scope of this Agreement or paid ASWC rates of pay called special duty will be assigned in accordance with this Agreement. That means if it is extra work, it will be called from the extra board. If the length of time is such that it qualifies as a temporary or permanent assignment, it will be advertised and awarded under the terms of this Agreement.

2 Article VII, 2.A. of the December 9, 1998 Agreement.

The Chairman and Labor Relations may make agreements for a special selection process on a case-by-case basis.

RULE 2 - SENIORITY

Section I

- (a) Except as provided in Section II of this rule, employees shall establish seniority in a seniority classification as of the time their pay starts in that classification and shall be placed on both the nationwide as well as the crew base seniority roster where employed. A crew base will constitute a seniority district.
- (b) When two or more employees start in the same classification on the same date, they will be placed on the roster with the date of birth determining seniority rank, the older employee being ranked first. When a training class of new employees is released to the crew base on a particular date, such date shall constitute the seniority of those employees. They will then be ranked by date of birth, the oldest employee being ranked first.

Employees hired as Train Attendants or Service Attendants after April 2004 will be given a seniority date in both categories upon completion of classroom training.³

Note: In the event of future assumption of functions, affected employees will be given credit for their railroad seniority in all appropriate classifications.

- (c) A "Chef" seniority roster will be established separate and apart from the "Food Specialist" roster. Employees appointed to the "Chef" seniority roster will retain their seniority on the Food Specialist seniority roster.
- (d) The current "Food Specialist" seniority rosters will be maintained for employees performing the work normally performed by Second and Third Cooks in the railroad industry.
- (e) The current "Service Attendant" seniority rosters will be maintained for employees performing duties which do not require the coordinating of activities of other employees or accountability for the handling of Corporate funds in other than Chair Cars and Sleeping Cars and which do not involve food preparation (i.e., waiters, etc.).
- (f) A "Lead Service Attendant" seniority roster will be established separate and apart from that of "Service Attendant." Positions of "Lead Service Attendant" not filled by an employee holding "Lead Service Attendant" seniority will be advertised to employees in all other job classifications. Such employees will be accorded "Lead Service Attendant" seniority in accordance with the provisions of Section II of this rule. Employees who acquire "Lead Service Attendant" seniority will retain their seniority in other job classifications.
- (g) A category of "Train Attendant" is established to perform work in the Chair Cars and Sleeping Cars previously performed by Chair Car and Sleeping Car Porters.
- (h) Employees will be permitted to become qualified and retain seniority in all categories of service; they will, however, be required to elect to work in one category and remain therein until such

[3 Article V, Section 8 of the April 1, 2004 Agreement.](#)

time as they are unable through normal exercise of seniority to hold a position in such category at the crew base where they work. Train Attendant shall constitute the chosen category for employees working as Train Attendants/Coach Car and Train Attendants/Sleeping Car; Lead Service Attendant shall constitute the chosen category for employees working as Lead Service Attendants (In Charge of Diner), Lead Service Attendants (Club Car), and Lead Service Attendants (Lounge Car).

In the event employees are unable to hold a position in their chosen category, they shall have the option either to exercise their nationwide seniority in their chosen category (thereby transferring all their seniority rights) or to exercise their seniority at their own crew base to such positions in other job categories as they are able to hold by virtue of their seniority and qualification. Should such employee be recalled for service in his originally chosen category, he will be required to resume such work.

- (i) The employees will work under the direction and supervision of the highest ranking Amtrak employee assigned to the train. Each employee will ordinarily be assigned to work in one seniority category, but may be utilized to perform service in other seniority categories when a necessity arises.
- (j) An employee who wishes to train and establish seniority in another category must make application in writing to the crew base supervisor indicating his/her choice of category. Current employees will be given preference consistent with the appointment rule over new hires in seniority order. Once seniority is established in the new category, it becomes the employee's chosen category for purposes of paragraph (h). Such employee may not request transfer to a different category (other than a higher rated category) for a period of two (2) years.
- (k) An employee holding seniority in more than one (1) category may request transfer to another category in which he/she holds seniority by making application in writing to the crew base supervisor. Such request for transfer will be given preference consistent with the appointment rule over new hires in seniority order. Once the employee accepts the transfer it becomes his/her chosen category for the purposes of paragraph (h). Such employee may not request a new transfer for a period of two (2) years.

Note: Nothing in paragraphs (j) and (k) above affects the provisions of Rule 8 - Voluntary Transfer or Rule 20 - Qualifying in Higher Rated Positions; for example:

- 1) A Lead Service Attendant or Chef requesting transfer to a lower rated category would forfeit his/her Lead Service Attendant or Chef seniority.
 - 2) A Train Attendant (coach and/or sleeper) requesting transfer to the Service Attendant or Food Specialist categories would continue to accrue seniority as a Train Attendant (coach and/or sleeper).
- (l) An employee suffering from a temporary medical condition who holds seniority in more than one category may exercise seniority to another category in which he/she holds seniority upon presentation of sufficient medical documentation attesting that he/she cannot satisfactorily perform the duties in his/her chosen category. The employee shall be allowed to work in the new category for up to ninety (90) calendar days at which time he/she will be required to

exercise seniority back to the chosen category, by bidding all bulletined positions. If he/she fails to bid as required, he/she shall relinquish seniority in that category and the new category in which he/she is working shall become the chosen category. The ninety (90) calendar day period referred to in this paragraph may be extended once only by an additional period of up to ninety (90) days by written agreement between the parties.⁴

Section II - Appointments

(a) The following categories will be filled by appointment:⁵

- Chef
- Lead Service Attendant/Diner (These are Attendants assigned to positions which coordinate activities in meal service cars where sit-down or buffet service is provided, and where two (2) or more other employees are assigned.)
- Lead Service Attendant (Other than Diner)

Appointment to the categories specified herein will be based upon such factors as an employee's work history to include attendance, past discipline, demeanor toward passengers, co-workers and supervisors, and technical proficiency of required duties.

(b) Appointment provisions in paragraph (a) of this Section II apply to establishment of seniority in the category only. Positions within each category are subject to all rules of the agreement, including Rules 4, 5 and 6.

(c) Employees working the position of Lead Service Attendant/Diner on January 2, 1991, are considered qualified. Employees who have worked the position since 1986 but not holding the position on January 2, 1991, will also be considered qualified. Other employees who hold Lead Service Attendant seniority on January 2, 1991, will be given preference over new hires in seniority order consistent with the requirements of paragraph (a).

(d) Employees holding Food Specialist seniority on January 2, 1991, will be given preference over new hires for the position of Chef, consistent with the requirements of paragraph (a).

(e) Employees holding seniority in the appointed categories listed in paragraph (a) on January 2, 1991, are considered qualified except as provided in paragraph (c).

(f) Employees appointed to any of the categories listed in paragraph (a) will be given seniority dates as follows:

- 1) Being awarded a regular job in the appointed category; seniority date would be the first day of the first trip on such regular position.

⁴ Adopted from Article VII. 2.B of the December 9, 1998 Agreement.

⁵ Amended per Article VII. 2.A of the December 9, 1998 Agreement

- 2) Being placed on an extra board position dedicated solely to the appointed category (e.g. a Chef or a LSA-Diner, etc.); seniority date would be the first day of the first trip on such position worked from that dedicated extra board position.
 - 3) A letter informing the employee he/she is appointed to the specific category after the employee completes a training program or after an evaluation of his/her work performance; seniority date would be the first date of the first trip in the appointed category subsequent to the letter of appointment.
 - 4) Finally, an employee working 12 trips in a specific category during a twelve month period would be considered appointed; seniority date would be the date of the start of the 12th trip.
 - 5) In the application of chef seniority, employees hired prior to 1/2/91, who worked as chef but did not have 60 working days in, will be given a seniority date when they complete their 60 days which includes trips both before and after 1/2/91. Their seniority date would be 1/2/91 and they will be ranked in birth date order, oldest first.
 - 6) Employees hired before 1/2/91, who did not work as chef prior to 1/2/91, will establish chef seniority in the same manner as employees hired after 1/2/91 which would be the date of appointment as explained above.
- (g) Employees appointed to any Lead Service Attendant category who have not established a Service Attendant seniority date will receive a Service Attendant date concurrent with their Lead Service Attendant date.

Employees appointed to the Chef category who have not established a Food Specialist date will receive a concurrent Food Specialist date.

- (h) Employees with seniority dates prior to January 2, 1991, in each appointed category will not be disqualified without being given additional training in an effort to correct the deficiency. It is not the intent of this agreement that disqualification be used in place of discipline.

Employees may be disqualified only after a review of their work history with the Crew Base Manager, Union Representative and the employee. Employees may appeal their disqualification to the highest crew base officer in charge of OBS functions and Director-Labor Relations, in that order. If such appeal is denied, the decision may be appealed in accordance with Rule 19(j).

- (i) Employees hired after January 2, 1991, working an appointed category position will not be disqualified without approval of the District Manager Passenger Services. If an employee feels he/she has been unjustly disqualified, he/she may institute an appeal in accordance with (h) above. However, if disqualification should result in the employee being unable to exercise seniority to a full-time regular or extra board position at his crew base, the disqualification may be appealed in accordance with Rule 19(j).

RULE 3 - POSTING SENIORITY ROSTERS

- (a) A dated crew base seniority roster showing the name, classification and seniority date of each employee at that base, together with the nationwide seniority roster, will be revised and posted at the crew base in January of each calendar year.

- (b) A full copy of the roster(s) will be sent certified mail (return receipt requested) to the authorized ASWC Chairman only at the same time they are sent to the crew bases. The date of receipt of the rosters by the ASWC Chairman will be considered the date posted.
- (c) The rosters will be open to protest for a period of ninety (90) calendar days from the date posted. Protests of seniority rosters will be confined to any changes made since posting the previous roster. Upon presentation of proof of error by an employee or his representative, such error will be corrected.

Note: Those crew bases which post their rosters in a binder due to volume, instead of posting them on the bulletin board, shall be required to post a clear notice stating the rosters are available in the binder for inspection. The notice will also specify the protest period.

- (d) Once an employee establishes a seniority date, it shall not be changed except by agreement between the Director - Labor Relations, and the Chairman of the ASWC. If the parties do not agree on any proposed change after conference discussion, either party may progress the issue for resolution by a proper tribunal, as established under the provisions of the Railway Labor Act, within nine (9) months of the date of conference.⁶

RULE 4 - BULLETIN AND ASSIGNMENT

- (a) New permanent positions and vacancies known to be more than 60 days' duration shall be bulletined within five (5) days.
- (b) Temporary positions and vacancies not known to be more than 60 days' duration shall be bulletined upon the expiration of 60 days from date they occur.
- (c) Bulletin will show position and description of assignment and will include an on-board services working schedule, which appears as Attachment 'A' herein, and will indicate the complete trip cycle of the schedule of hours to be worked and the specific layover days at home and away-from-home terminals. Bulletins shall be posted at the home terminal and at all layover points in the District for a period of ten (10) days and will be awarded within ten (10) additional days.
- (d) Bid application forms supplied by Amtrak shall be filled out in duplicate by the employee making application for bulletined position. The original and the copy shall be submitted to designated representative of management, and the carbon copy, bearing the signature of designated representative of management, shall be returned to the employee.
- (e) An application from an employee for the position he has just vacated by bidding on another position shall not be allowed.
- (f) Awards of positions will be posted at all report and release sites. Positions will be awarded to the senior applicant in the category.

⁶ Added per Article VII. 3 of the December 9, 1998 Agreement.

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- (g) The Corporation may reapportion assignments on passenger trains among the various crew bases in order to maximize utilization of all employees assigned to all crew bases in accordance with the requirements of service.
 - (h) Regular assignments shall be rebulletined under the following conditions: (a) when a change in the scheduled working time of more than two hours is made; or (b) when a change in the scheduled layover period is made.
 - (i) Employees will be afforded an optional displacement once a year. The dates and procedures will be established between designated representatives of the ASWC and the Division Manager of Labor Relations for each crew base. Failure to reach agreement by May 1, 1999, Amtrak will be required to have one annual abolishment.⁷
 - (j) Employee must bid during annual or semi-annual bidding process. An employee who fails to bid will be placed on the extra board and paid in accordance with this agreement.

RULE 5 - REDUCING AND INCREASING FORCES

- (a) In reducing forces, seniority rights shall govern. Except as otherwise provided in Section (c) of this Rule, at least five (5) calendar 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 the abolishment notice posted on the crew base bulletin board will be considered sufficient notification under this rule provided it is posted on all bulletin boards where affected employees go on and off duty. Affected employees in layover status or on vacation during the entire notification period will be individually notified. Employees whose positions are abolished shall exercise their seniority rights in accordance with Rule 6.
- (b) An employee who is unable in the normal exercise of his seniority to obtain a regular position at his crew base will revert to the extra board. In the event an employee's seniority is insufficient to hold a position on the extra board at the crew base, he will be notified that he is furloughed. Such employee may elect to exercise his national seniority in accordance with Rule 7.
- (c) Advance notice before abolishing positions or making force reductions is not required under emergency conditions, such as flood, snowstorm, hurricane, tornado, earthquake, fire or strike, provided that such conditions result in suspension of the Corporation'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, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours' pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules.

Employees whose guarantees are suspended will be paid for actual time worked in the month, or 180 hours less 8 hours for each day during the emergency suspension, whichever is greater. Employees whose regular positions are abolished during the emergency suspension may be used for extra work and if they decline such extra work their monthly guarantee will be broken and

⁷ Replaced per Article VII. 4 of the December 9, 1998 Agreement.

they will be paid only for the hours actually worked. If an emergency suspension lasts more than three days, employees whose positions are abolished may exercise displacement rights to positions held by junior employees if available, or may continue to make themselves available for extra work.⁸

Upon termination of the emergency conditions, all positions and incumbents thereof shall be restored to the status prevailing prior to the emergency.

- (d) When forces are increased or vacancies occur, furloughed employees shall be notified (by certified mail or telegram to the last address given) and required to return to service in the order of their seniority rights, except as specified and modified in paragraphs (e) and (g) below, and such employees who are qualified for the position will be placed on the extra board.
- (e) When bulletined new positions or vacancies receive no applications, the positions will be assigned to the most junior qualified employee on the extra board. An employee who fails to accept such an assignment will be subject to disciplinary action.
- (f) An employee who is furloughed from the roster who fails to return to service within seven (7) calendar days after being notified (by certified mail or telegram sent to the last address given) will forfeit his seniority in the class and, unless he is then working in another class, will be considered as having resigned from the service, unless he presents sufficient proof that circumstances beyond his control prevented such return.
- (g) Furloughed employees desiring to waive their right to return to service on vacancies of less than thirty (30) calendar days' duration, or to positions that would require a change in residence, may do so by filing written notice with the proper Corporate officer and the duly accredited representative; such notice may be canceled in the same manner.
- (h) Except as provided in Section (c) above, if a position is abolished and restored within seven (7) calendar days, the incumbent will be restored to that position and compensated for any time lost. Other employees affected by such abolishment will be treated in the same manner.
- (i) Termination of Seniority - Any employee whose seniority under the agreement with Amtrak Service Workers Council is established on or after April 15, 1986 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.⁹

RULE 6 - DISPLACEMENT RIGHTS

- (a) An employee whose regular assignment has been abolished, or an employee who has been displaced from his regular assignment by a senior employee, may displace a junior employee, or may displace onto an open job that has been bulletined for bid, within 24 hours of the time he would otherwise have been required to report for the next run of such assignment following his

⁸ Replaced per Letter Agreement, dated January 31, 2000.

⁹ Formerly Attachment N

regular layover period. When Carrier becomes aware of a displacement, it shall notify the displaced employee.¹⁰

- (b) Employees will be placed at the top of the extra list if they are affected by a job abolishment or displaced by a senior employee and they do not possess sufficient seniority to hold a regular position. Such employees shall be allowed a layover in accordance with the provisions of Rule 11(f).
- (c) When the duties of any position are so changed that the occupant cannot satisfactorily perform them, he shall have the right to exercise displacement rights to a position held by a junior employee. This Rule will likewise have application when an employee's physical condition becomes such that he can no longer perform his regular duties.
- (d) Employees affected by an abolishment or displaced by a senior employee shall receive compensation for only the hours they actually work during the month in which the displacement or abolishment occurred, unless they exercise their seniority no later than 24 hours after the time they would otherwise be required to report for the next run of such assignment following their regular layover period.

RULE 7 - EXERCISE OF NATIONWIDE SENIORITY

- (a) An employee who is unable in the normal exercise of his seniority to obtain a position at his crew base, and is subject to furlough, may, within fifteen (15) days from date displaced, make election to exercise his national seniority to a regular or extra board position for which he is qualified. An employee exercising his national seniority must report to the new crew base within thirty (30) calendar days of displacement from his former position. Failing to do so, the employee will be in furloughed status.
- (b) An employee exercising his seniority under this section to obtain a position at another crew base shall have his name added to the seniority roster of each job classification in which he has seniority at the new crew base in the same relative standing as reflected in the national seniority roster, and his name shall be deleted from the rosters of the crew base from which he transferred. Such employee shall be reimbursed for expenses of moving his household and other personal effects, not to exceed \$2,000.00 per move and limited to one such move in any twelve (12) month period, unless otherwise authorized by the Corporation. Such move shall be arranged through the Corporation. No claim for reimbursement shall be paid under the provisions of this section unless such movement is arranged through the Corporation and such claim is presented to the Corporation within 90 days after the date on which the expenses were incurred.
- (c) Nothing in this Rule shall be interpreted to require an employee to change his place of residence.

RULE 8 - VOLUNTARY TRANSFER

- (a) An employee holding a regular or extra board assignment, or an employee in furloughed status, desiring to transfer to another crew base may make application for transfer to the highest ranking officer of the crew base to which he desires to transfer, giving copy of application to the highest

¹⁰ Amended per Article VII. 5 of the December 9, 1998 Agreement

ranking crew base officer at his present location and to his local Union Representative. Furloughed employees, however, must make application for transfer within 60 days of date furloughed. Such request for transfer will be granted when a regular or extra board position is available that has not been filled by an employee from that crew base. Employees desiring to transfer shall be accepted before new hires.

An employee whose request for transfer has been approved shall be released from his crew base within forty-five (45) days and when released shall report to the new crew base within twenty-one (21) days. Furloughed employees whose transfer has been approved must report to the new crew base within twenty-one (21) days. Once transferred, an employee has no right to recall at his former crew base.

When the transfer has been effected, the employee's name and seniority date will be added to the seniority roster at the new crew base as reflected in the national seniority roster, and his name shall be deleted from the seniority roster of the crew base from which transferred.

An employee transferred to other than his chosen category must remain in the new category for two years from the date he began working at the new crew base. During this two year period, the employee may not exercise seniority to the chosen category from which transferred unless the crew base posts a notice that it is accepting new transfers or training additional employees for that category or unless the employee is furloughed from the category in which he is working.

- (b) Transfer requests will be kept on file by the Carrier and acted upon in the order received except in cases when employees are requesting to transfer to a newly opened crew base in which case transfer requests will be honored in seniority order based upon the employee's oldest retained seniority date with the Company. When an employee's application for a transfer is approved, the employee must accept the transfer unless his application has been withdrawn prior to notification by the Corporation that the transfer has been granted, or such employee may not again apply for transfer for a period of one year from the date of such refusal.
- (c) An employee with an active transfer request who is on leave of absence or out of service for disciplinary reasons when a position becomes available at the new crew base will be bypassed for transfer. However, the employee's request for transfer will be retained on file and will again be considered an active request upon the employee's return to duty. ¹¹

RULE 9 - RATES OF PAY

- (a) The corporation will post rate sheets when changes occur.
- (b) In addition to basic rates of pay, employees will receive a differential of \$.20 per hour above the Service Attendant's rate of pay for working as pantrymen, and \$.20 per hour above the Train Attendant rate of pay for collecting tickets on Santa Fe routes where applicable.
- (c) Employees assigned to higher-rated positions shall receive the higher rates while occupying such positions, and employees temporarily assigned to lower-rated positions shall not have their rates reduced.

¹¹ Amended per Article VII. 6 of the December 9, 1998 Agreement.

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- (d) Employee rates of pay will include holiday pay as computed in the National Holiday Agreement; therefore, no holiday pay will be allowed in addition to regular earnings except as set forth in Rule 45.
 - (e) Lead Service Attendants assigned to positions which coordinate activities in meal service cars where sit-down or buffet service is provided, and where two (2) or more other employees are assigned, will receive LSA/Diner rate of pay.

RULE 10 - GUARANTEE HOURS

- (a) Regularly assigned employees who do not lay off of their own accord from their regular bulletined assignment shall be guaranteed a basic monthly rate of 180 hours. The basic monthly rate of 150 hours shall be guaranteed for extra employees who do not lay off on their own accord. Employees who lay off on their own accord shall be paid for actual hours worked that month.

In cases where regular employees lay off for a trip that begins in one month and ends in another, the guarantee will be broken only for the month in which the greater number of hours from the trip falls. Extra employees who mark off will have their guarantee broken in only one month provided they mark up within 48 hours of the first day of the following month.

- (b) All employees will be guaranteed at least four calendar days off duty at their home terminal per month.
- (c) Employees will not be removed from their assigned runs or the extra board unless it is evident that they will meet or exceed their guarantee in that month, and then only after being given at least 72 hours' advance notice. Regularly assigned employees scheduled to work more than 180 hours in a month may be removed at any time during the month pursuant to this rule; however, their monthly guarantee will not be reduced as a result of the removal.
- (d) Guarantees provided for herein shall terminate when the employee leaves the service by reason of death, retirement, dismissal for cause, or furlough. Such guarantees will be suspended during any emergency when the train or trains may not be able to operate; however, employees away from their home crew base during such an emergency will receive eight hours per day and meal allowances until service is restored or until they are returned to their home base. Furloughed employees recalled to service shall receive a minimum of forty (40) hours pay. Such employees will be recalled in seniority order at each crew base.
- (e) When an employee holding a regular assignment is furloughed or assessed discipline, he will be paid the actual hours worked in the month. When an extra employee working with a guarantee is furloughed or disciplined, he will be paid for each day he was available during the month at a daily rate arrived at by dividing 180 hours (the guarantee) by 26 working days, or the actual hours earned, whichever is the greater.
- (f) Employees who are affected by a job abolishment or who are displaced by a senior employee who do not possess sufficient seniority to hold a regular position will be placed at the top of the extra board. They will be entitled to a 150-hour monthly guarantee until such time as their

seniority would permit them to hold a regular assignment. Employees failing to bid on regular positions which they could hold will forfeit their guarantee.

- (g) Employees who possess sufficient seniority to exercise displacement rights to a regular position, but who fail to exercise such displacement rights as provided above, will be placed at the top of the extra board, but will not be entitled to a monthly guarantee.
- (h) A senior employee who displaces a junior employee who is away from his crew base on an assignment or is observing the layover days earned on a previous run shall be assigned to the top of the extra board (following the layover days of his previous run) until his displacement becomes effective at the beginning of the next run following the layover days which have been earned by such junior employee.
- (i) The guarantee of 180 hours provided for herein will not be forfeited when regular positions are abolished and readvertised in accordance with Rule 4(i) of the agreement except as indicated in Rule 6(d).

RULE 11 - EXTRA BOARD

Section I - Filling Vacancies from Extra Board

- (a) The Corporation will establish extra board positions for the number of extra employees needed, to be determined by the Corporation. Such extra employees may be used on all positions in accordance with their experience and ability, and will be paid the rate of the position to which they are assigned. Reduction in the number of positions on the extra board will be effected by giving the junior employees five (5) days' advance written notice.
- (b) Extra board positions will be composed of the five classes as set forth in Rule 1. Vacancies will be filled by extra board employees on a first-in, first-out basis. When this results in certain employees working less than others, the employees with the least number of hours in the month may be used ahead of others, in order to equalize the earnings as much as possible. However, an employee will only be bypassed for assignment in order to equalize the earnings after the 10th day of the month and if the employee has already earned one hundred hours.

The names of employees on each respective extra board, showing classification, placement and rotation on the board, shall be posted at each crew base daily for employee inspection.

Note: This rule does not require the posting of a hard copy. The extra board may be available on a PC or other electronic device provided the employees have access to the device and the employees have been trained or supplied with written instructions on its use.¹²

- (c) The Local Committee and the management will review and adjust, if necessary, the number of employees assigned to the extra board at each crew base at least quarterly (or more often, if necessary) to enable extra employees to obtain as nearly as practicable 180 hours' work per month.

¹² Modified per Article VII. 7 of the December 9, 1998 Agreement.

- (d) Extra employees must be available on a five-day per week basis, days of availability to be specified by the Crew Management Center. On such days, if the extra employee is required to be available, the Crew Management Center may require him to report by calling not more than two times or be available for call not more than two two-hour periods each day. Extra employees are subject to emergency calls if available at any time.
- (e) The extra employee will be placed at the bottom of the rotating extra board upon his return from an assignment (before taking layover days.) If an extra employee reaches the top of the extra board list before expiration of his layover period, he will remain at the top, but will not be used (except in emergencies) until expiration of the layover.
- (f) Extra employees will receive the bulletined layover (both away and at home) of the assignment they are filling to a maximum of 48 hours following their return to the home crew base. Extra employees filling assignments with no established layover period will receive a layover equal to the number of hours worked on the assignment to a maximum of 48 hours.
- (g) Upon return from an assignment (before taking layover days), the extra employee will report to the Crew Management Center, who will advise him of the length of layover and the two "call in" or "availability" periods for each of the five calendar days following the layover period.

Section II - Filling Vacancies When Extra Board Exhausted¹³

When the extra board is exhausted, vacancies will be filled by assigning the senior regular employee at the crew base in the category of the assignment being filled who is on layover and who has made known, in writing, his desire to work additional trips. The senior employee must be able to complete the assignment and be rested in accordance with Rule 11(f) before he is scheduled to report for his next regular assignment.

Nothing in this rule requires the corporation to use an employee: (1) on overtime; (2) if it will cause the employee to be on overtime sometime during the rest of his monthly schedule, or (3) if there are junior employees in the category available whose use would not require overtime or whose use would result in less overtime paid.

Employees who have been taken off their assignments under Rule 10(c) are not eligible for extra assignments.

Note: Available means being on layover at the time the assignment is filled and able to complete all hours of the extra assignment including the scheduled report time.

Note: The penalty for running around a senior employee who would otherwise have been qualified to work will be eight hours at the straight-time rate of the position being filled.

¹³ Modified per Article VII. 1 of the December 9, 1998 Agreement.

RULE 12 - HOURS OF SERVICE

- (a) Employees' time will run continuous from time on duty until released from duty at the completion of their trip, with a minimum of eight (8) hours pay for each tour of duty, straight away or turnaround, exclusive of time off duty when released en route between the hours of 9:00 p.m. and 9:00 a.m. as provided in Rule 15. (The eight hours per trip guarantee shall be computed from time on duty at the home terminal until return to home terminal unless the employee has six or more hours off duty at his away-from-home terminal, in which case the eight-hour guarantee shall apply to both the going and returning trip.) Hours paid but not worked will be credited towards the employees' monthly guarantee but will not count towards overtime.
- (b) Hours paid but not worked will be credited towards the employees' monthly guarantee but will not count towards overtime. On assignments with less than six hours at the away from home crew base, all time in excess of 90 minutes from time of arrival to signup for departure will be paid at the regular rate of pay.

Note:¹⁴ This is only meant to apply to trains that depart the home crew base and return on the same day to the home terminal (e.g., Northeast Corridor, the Cascade service between Portland and Seattle, the Capitol Corridor, Pacific Surfliner, San Joaquin service in California and service between Chicago and Detroit, and other trains that meet that criteria.

- (c) Employees will be allowed not less than four (4) continuous hours downtime en route, on trains where downtime is customarily given, as provided in Rule 15, to be taken between 9:00 p.m. and 9:00 a.m. Such downtime will not be taken unless the employee has been on duty not less than one and one-half hours. If an employee is allowed less than four (4) continuous hours downtime, the employee will be paid and given credit for the downtime not allowed towards his/her monthly guarantee but the hour(s) will not count towards overtime, and the employee will be allowed equivalent time off with pay during the trip.

Employees will be allowed six hours downtime where downtime is customarily given for two rest periods aboard the train during their one-way trip. Employees aboard trains with only one scheduled rest period will continue to receive four (4) hours.¹⁵ Trains 21 and 22, The Texas Eagle, will be covered by the six-hour provision.¹⁶

Note: Down time means being provided with sleeping accommodations such as is available in dormitory or sleeping cars.

Example: Employees A and B are both scheduled for seven hours' down time from 1:30a.m. to 8:30 a.m.

Employee A is required to arise at 8:00 a.m. due to customer service needs. Employee A receives 30 minutes' pay in addition to the scheduled hours of the job due to that half hour of additional work.

¹⁴ Special Board of Adjustment 1020, Award 117.

¹⁵ Adopted from Article VII. 8 of the December 9, 1998 Agreement.

¹⁶ Side Letter of December 9, 1998 Agreement.

Employee B cannot begin down time until 2:00 a.m. and is required to arise at 7:00 a.m.¹⁷ due to customer service needs, getting a total of five hours' down time. Employee B would be paid two hours pay above the normal scheduled hours of the trip because he worked an additional two hours. In addition, later that day Employee B should be allowed one hour off with pay to rest because his five hours' down time was less than the six hours required. If customer needs prevent that equivalent time off with pay, then Employee B would get another hour's pay, totaling three hours' pay above the normal scheduled hours of the trip.

Note: Equivalent time off must be given between the end of the scheduled down time and the beginning of the next scheduled down time on trains where more than one rest period is assigned and before the train reaches its termination or turn-around point.¹⁸

- (d) An employee assigned by the Corporation to attend an investigation as a Corporate witness will be paid a minimum of four hours at the straight-time rate for four hours or less service, and actual time for service in excess of four hours.
- (e) An employee who is called and reports to perform service which is not continuous with the bulletined hours of his regular assignment will be paid a minimum of four hours at the straight time rate for four hours or less service, and actual time for service in excess of four hours. Extra employees who are called and report to perform service will be paid a minimum of four hours at the straight-time rate for four hours or less service, and actual time for service in excess of four hours.
- (f) Employees shall be notified when time sheets are changed and advised of the reason for such change. If requested in writing, the notice shall be in writing.

An employee whose paycheck is short 8 hours or more may request a make-up check provided the time is not in dispute. The make-up check will be issued within 72 hours from the date requested. The request must be made to their designated supervisor.

- (g) Employees who work assignments requiring a layover away from home will be guaranteed a minimum of eight (8) hours pay for each such layover per calendar day.

Example: An employee is released from duty at an away-from-home terminal at 4:00 a.m., Saturday, and reports for the return trip at 10:00 p.m., Saturday; he would receive an additional two (2) hours pay to equal the eight (8) hour minimum layover per calendar day.

- (h) Employees will be given a summary of hours scheduled to work prior to departure of the train. The time summary is for informational purposes only and will conform to the requirements of Attachment 'A' of the Agreement.¹⁹

17 Amended from TCU letter dated July 2, 2001.

18 Adopted from Article VII. 8.B of the December 9, 1998 Agreement.

19 Adopted from Article V, Section 6 of the April 1, 2004 Agreement.

RULE 13 - OVERTIME

- (a) Time worked in excess of 180 hours in any month will be considered overtime and will be paid overtime at straight time rate for hours in excess of 180 hours up to 185 hours. Time worked in excess of 185 hours will be paid at time and a half.

RULE 14 - DEADHEADING

- (a) When employees are instructed to deadhead, the time consumed in deadheading computed from time designated to report to arriving time will be counted as service hourage, except that rest periods not exceeding eight (8) hours during the period 9:00 p.m. to 6:00 a.m., where sleeping accommodations are provided shall not be included as service hourage. Employees who are authorized to deadhead shall work when required by the management. Employees will not be paid for deadheading in the exercise of seniority.
- (b) Employees will be given a letter authorizing them to be provided with sleeping accommodations and will be eligible for meals or meal allowances in accordance with Rule 15.

RULE 15 - MEALS-LODGING-TIME OFF DUTY

- (a) Meals will be provided at no cost to employees on board trains. Employees will be eligible for a meal after being on duty three (3) or more hours. Thereafter, eligible employees on duty during any of the normal meal periods described in paragraph (b) below will receive a meal (an entree, beverage, dessert, fruit or salad) from the regular dining car menu.

On trains without a dining car, employees will receive an equivalent meal provided by the company or, at the company's option, an allowance for meals as provided in paragraph (c), section (2) below.

Employees released from work at their home crew base during a meal period will not receive a meal.

In the event an employee is not allowed time in which to eat prior to the subsequent meal period or does not receive a meal as specified above, he/she shall receive an allowance for the meal as provided in the applicable section of paragraph (c) below.

- (b) Employees will be provided an allowance for meals, as provided in paragraph (c), section (1) below, when released at a point other than their home terminal for a period of eight or more hours. The allowance referred to below will be paid when such employees are released during normal hours for breakfast (6:30 a.m. to 10:30 a.m.), lunch (11:30 a.m. to 2:30 p.m.), or dinner (4:30 p.m. to 9:00 p.m.).
- (c) Allowances for meals will be:
- (1) For employees working on trains with dining cars, and for employees entitled to meal allowances under paragraph (b) above --

Breakfast	\$ 5.15
Lunch	\$ 9.16

Dinner	\$14.51
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Note: The above allowances for trains with dining cars as of May 4, 1995 shall not be reduced should the dining car be replaced or eliminated. This does not apply in cases where the route is substantially reduced or truncated to a short distance type service and the dining car is replaced or eliminated.²⁰

(2) For employees working on trains without dining cars --

Breakfast	\$ 5.35
Lunch	\$ 7.50
Dinner	\$10.10

- (d) Single room lodging will be provided by the corporation at away-from-home terminals or layover points when total time off duty exceeds six (6) hours, or when four or more hours off duty occur between the hours of midnight and 8:00 a.m. When sleeping or dormitory car service is provided and on-board personnel are released from duty between 9:00 p.m. and 9:00 a.m., such time will be considered as time off duty. Continuous time will be allowed while waiting for sleeping facilities, if such facilities are not available when released from duty. "Day Rooms" on a one room per three employee basis will be provided for Auto-Train employees at Sanford, Florida.
- (e) Transportation to and from lodging will be provided employees when the distance, or other factors, between the off-duty point and the lodging are sufficient to cause employee hardship. An employee who is responsible for the handling of company funds will, when there is no available place for the employee to deposit such funds at away-from-home locations, be provided with transportation to and from the lodging facility.

RULE 16 - CREW BASES

- (a) Before designating crew bases, the Corporation shall consult fully with the Organization and shall give consideration to the Organization's position.
- (b) The Corporation may reapportion assignments on passenger trains among the various crew bases in order to maximize utilization of all employees assigned to all crew bases in accordance with the requirements of service. The Corporation, however, will not reapportion assignments between crew bases for the purpose of circumventing paragraph (b) of Rule 41 (Part-time)²¹

RULE 17 - STEP-ON STEP-OFF ARRANGEMENTS

The step-on, step-off arrangements at McComb, Mississippi; Atlanta, Georgia; St. Paul, Minnesota; and Memphis, Tennessee shall be maintained as specified in the agreements establishing them.

²⁰ Formerly Attachment "0".

²¹ Letter dated January 2, 1991. (Formerly Attachment J)

RULE 18 - CLAIMS AND 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 highest officer of the crew base at which the employee is assigned 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 officer shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employee or his 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 sixty (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 sixty (60) calendar days of 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 Corporation 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 appeal to the Director of Labor Relations may be referred to a Public Law Board established under the provisions of Section 3, Second of the Railway Labor Act, provided such proceedings are initiated within nine (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 in writing.
- When the U.S. mail is used, the postmark will govern in determining compliance with the various time limits.
- (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.

RULE 19 - DISCIPLINE-INVESTIGATION-APPEAL²²**Discipline-Investigation-Appeal**

- (a) An employee who has been in service more than ninety (90) calendar days shall not be disciplined or dismissed without a fair and impartial investigation, unless such employee shall accept such dismissal or other discipline, in writing, and waive formal investigation. An employee may, however, be held out of service pending formal investigation or notification of the discipline to be assessed only if his retention in service could be detrimental to himself, another person or the corporation.

²² Modified per Article VII. 9 of the December 9, 1998 Agreement.

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- (b) If the corporation decides that disciplining of an employee is warranted and the employee has not been withheld from service, the employee will be notified in writing with a copy to his duly accredited representative, of the intent to discipline him. The notice will advise the employee of the specific charge(s) and the reason(s) for the intended imposition of discipline. A letter of intent to impose discipline shall not be issued to an employee for any offense of which the corporation has had actual knowledge thirty (30) calendar days or more, except where a civil action or criminal proceeding results from the offense, in which event the letter of intent to impose discipline may be issued within thirty (30) days of the final judgment.
- (c) Within seven (7) days from receipt of written notice of intent to discipline, subject to one postponement by either party, the employee and his duly accredited representative will meet with management's representative at the employee's city of employment for the purpose of resolving the matter. If the employee fails to appear for the NOI meeting, a formal investigation will be scheduled and held as specified in this paragraph. If a management supervisor fails to appear to conduct the meeting, the charges will be dropped. The corporation will provide at the meeting a list of all known witnesses and known documents related to the employee's alleged offense(s). At the meeting, the parties will either agree in writing to the amount of discipline to be assessed, if any, or a formal investigation will be scheduled as provided in paragraph (e). If an investigation is to be held, it will be held within fifteen (15) days from the date of the meeting. The employee and his representative shall be given written notice in advance of the investigation.
- (d) If an employee has been withheld from service, an investigation shall be held within ten (10) days of the date of his removal from service. An employee and his representative shall be given written notice in advance of the investigation, such notice to set forth the specific charge(s) against him. No charge shall be made that involves any offense of which the corporation has had actual knowledge thirty (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 thirty (30) days of the final judgment.
- (e) Investigation shall be held at the employee's city of employment. At such investigation, the employee may be assisted by an employee of his choice or by one or more representatives of the organization party hereto. Upon request, the corporation will provide prior to the investigation a list of known witnesses and known documents to be entered into evidence at the investigation. A decision will be rendered by the investigating officer within ten (10) calendar days after the completion of the investigation. If discipline is assessed, a copy of the investigation transcript together with any documents placed in the record at the investigation will be promptly provided to the employee and his representative.
- (f) If discipline is to be imposed following investigation, the employee to be disciplined shall be given written notice thereof at least fifteen (15) calendar days prior to the date on which the discipline is to become effective, except that in cases involving dismissal such dismissal may be made effective at any time after decision without advance notice. The employee's duly accredited representative shall be given a copy of the notice of discipline.

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- (g) If the discipline is suspension, the suspension shall be deferred for a six (6) month period, except in cases of proven misconduct toward passengers, in which event the discipline may be served immediately.
- (h) If, within the succeeding six (6) month period, the employee commits another offense for which discipline of suspension is subsequently imposed, the initial suspension shall be served and a new six (6) month period shall commence.
- (i) An investigation will not be required for violations of Alcohol and Drug Waivers if an employee tests positive during the 24-month period that they are subject to random testing. Any discipline assessed will be subject to appeal directly to the Director of Labor Relations and to arbitration under paragraph (k) of this rule.²³
- (j) If the employee is dissatisfied with the decision, he shall have the right to appeal, either in person or through his duly accredited representative, to the next higher designated carrier officer, and a conference shall be granted, provided written request is made to such officer within thirty (30) calendar days of the date of receipt of a copy of the transcript. This appeal, where the discipline imposed is suspension, shall act as a stay in imposing the suspension. A decision will be rendered by the higher designated officer within thirty (30) calendar days from the date the appeal is received or the date of conference, whichever is later. If the decision in cases of suspension is that the suspension be imposed, either in whole or for a reduced period, the stay referred to above shall be lifted and the suspension imposed, subject to paragraphs (g) and (h) above. Any appeal from such decision shall be made to the Director of Labor Relations within thirty (30) calendar days of the date of such decision.
- (k) In cases involving dismissal, the initial appeal shall be made to the Director of Labor Relations within thirty (30) calendar days of the decision to dismiss the employee. In all appeals to the Director of Labor Relations, a conference on the appeal shall be held between the Director of Labor Relations and the employee or his designated representative of the organization within thirty (30) calendar days of receipt of the appeal. A decision on the appeal shall be rendered within thirty (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 nine (9) months of the date of such decision. Notification shall be made to the Director of Labor Relations, within ninety (90) calendar days from the date of his decision, of intent to appeal.
- (l) If the final decision is that the charges against the employee were not sustained, the record shall be cleared of the charge. If held out of service (suspended or dismissed), the employee shall be reinstated with all rights unimpaired and compensated for all time lost, less the amount earned while out of service.
- (m) The time limits set forth in this rule may be extended by mutual agreement.

When U.S. mail is used, the postmark will govern in determining compliance with the various time limits.

[23 New paragraph added per Article V, Section 3 of the April 1, 2004 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.

(n) The time limits of this rule shall not apply to requests for leniency.

Expungement of Discipline

Discipline on an employee's record will be expunged when the employee maintains a discipline-free service record for a period of time, as follows:

<u>Discipline</u>	<u>Discipline-free Record</u>
Letter of reprimand	12 months
Less than 10 days suspension	24 months
10 days or more suspension	36 months

For example, an employee with a letter of reprimand on his/her record who is not found guilty of misconduct by decision of a Hearing Officer or waiver after a twelve-month period from the date of the assessment of the reprimand shall have the letter of reprimand automatically expunged from his/her record. Only months in which the employee performs at least 7 days of compensated service counts toward the time needed for a clear record.

This rule shall become effective 30 days after notification of ratification at which time employee's disciplinary records shall be expunged of all previously incurred discipline, in accordance with the above.

Notwithstanding the above, dismissals and Alcohol and Drug violations are considered a permanent part of the employee's record and will not be removed.

RULE 20 - QUALIFYING IN HIGHER-RATED POSITIONS

(a) Employees shall have the opportunity to qualify in higher-rated positions based on their seniority. Any employee who is offered such opportunity to qualify and fails will not be permitted to hold the higher-rated position until such time as he does, in fact, qualify.

(For example, if the corporation is aware of a need for "Chefs," the opportunity to qualify will be offered to the senior "Food Specialist." If the corporation is aware of a need for "Lead Service Attendants," the opportunity to qualify will be offered to the senior employee in all other categories.)

(b) A Food Specialist who qualifies and holds seniority as "Chef," or any employee who qualifies and holds seniority as "Lead Service Attendant" must work in such category so long as they are able through the normal exercise of seniority to hold either a regular position or an extra board position therein at their crew base. An employee who fails to work in such category to which promoted, when his seniority would entitle him to do so, will forfeit his seniority in that category. An employee will satisfy the obligations of this provision by occupying either a regular or extra board position as a "Chef" or "Lead Service Attendant."

Note: Employees furloughed as LSA's or Chef's are not required to bid on LSA or Chef positions until recalled from furloughed status.

- (c) An employee holding a Lead Service Attendant position wishing to transfer to, or establish seniority in the Chef category shall be governed by Rule 2, Section I, paragraphs (j) and (k). The same shall apply to a Chef wishing to transfer to, or establish seniority in the LSA category.²⁴

RULE 21 - PROMOTION

Employees covered by the scope of the Agreement between the Amtrak Service Workers Council and the National Railroad Passenger Corporation will be considered for promotion to on-board supervisory positions and also to supervisory and executive positions throughout the Amtrak system without regard to race, religion, color, creed, national origin, sex or age.

RULE 22 - LEAVE OF ABSENCE

- (a) An employee will be granted reasonable leave of absence when he 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 ninety (90) days in any calendar year shall not be granted unless by agreement between the officer designated by the Corporation and the designated representative of the Organization.
- (b) An employee absent on leave who engages in other employment shall be subject to a hearing to establish the facts in accordance with Rule 19, unless special arrangements have been made with the official granting the leave of absence and the designated representative of the ASWC. If the hearing establishes the employee was engaged in other employment, then he/she will forfeit their seniority. The employee will be entitled to the appeals procedures in Rule 19.²⁵
- (c) Employee who fails to report for duty at the expiration of leave of absence shall forfeit his seniority rights and be considered out of service, unless the employee presents sufficient proof that circumstances beyond his control prevented such return. In such cases, the leave will be extended to include the delay.

Employees absent because of personal sickness or physical disability shall notify the Crew Management Center as early as possible, and such employees will be considered on indefinite leave of absence. (This provision does not limit or impair the right of the Company to require from employees on leave of absence reasonable, periodic documentation attesting that their medical condition prevents their return to service.)

- (d) An employee granted leave of absence of more than five days desiring to return from such leave before the expiration thereof shall be permitted to do so upon forty-eight (48) hours' written advance notice to the supervisor with copy to the designated representative of the Organization.

²⁴ Added per Article VII. 10 of the December 9, 1998 Agreement.

²⁵ Amended per Article VII. 11 of the December 9, 1998 Agreement.

- (e) An employee of the Corporation who becomes a full-time duly accredited representative of employees of the Corporation or is employed exclusively by the union shall be considered on leave of absence until thirty (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 accepting temporary service with the Association of American Railways, Railroad Retirement Board, National Railroad Adjustment Board, Federal Railroad Administration, and employees elected to public offices, shall be considered on leave of absence retaining their employment relationship with the Corporation until thirty (30) days after release from such temporary service, unless seniority rights are exercised during this period.
- (h) An employee retired under the disability provisions of the Railroad Retirement Act shall retain seniority until he attains the age of seventy (70) years, but the position vacated by him, if not abolished, will be bulletined for permanent appointment. Should he recover sufficiently to resume service prior to attaining the age of seventy (70), he shall be permitted to exercise seniority.
- (i) An employee requesting leave of absence on account of maternity will furnish her Supervisor with a physician's certificate attesting that she is pregnant and indicating the anticipated date of birth. She will thereupon be granted a maternity leave of absence which shall commence no later than sixty (60) calendar days prior to the anticipated date of birth and shall expire sixty (60) calendar days after the termination of the pregnancy. Upon request, the employee will be granted a further leave of absence not to exceed thirty (30) calendar days, except as provided in paragraph (j) below.
- (j) Employees with one or more years of 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 (12) 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 child, or in case of family members' illness, certification of the illness and need for the employee to care for the family member.

RULE 23 - RETURN FROM LEAVE OF ABSENCE OR TEMPORARY ASSIGNMENT

- (a) An employee 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, excepted or partially excepted positions, who has been absent from his regular assigned position one hundred eighty (180) consecutive days or less, may resume the last position to which assigned, provided it has not been abolished or filled by a senior employee in the exercise of displacement rights or may, upon return or within seven (7) days thereafter, exercise displacements rights on any position bulletined during his absence.

- (b) An employee whose permanent assignment has been abolished or filled by a senior employee in the exercise of displacement rights, or who has been absent from his regular assigned position in excess of one hundred eighty (180) consecutive days may, upon return or within seven (7) days thereafter, exercise displacement over any junior employee. Other employees displaced under this Rule may exercise displacement over junior employees.
- (c) An employee returning from the position of Chief, Steward, Supervisor, or other official or excepted position will be governed by the above provisions upon being furloughed in the other craft or if his promoted position is abolished and he is unable to hold another promoted position. Returning employees who voluntarily relinquished their promoted positions or who are removed, do not have displacement rights but will be placed at the bottom of the extra board in the category in which the employee last worked and holds seniority.

RULE 24 - UNAUTHORIZED ABSENCE

Employees who are absent from work for ten (10) days without notifying the corporation shall be considered as having resigned from the service, unless the corporation is furnished satisfactory evidence that circumstances beyond their control prevented such notification.

RULE 25 - PERSONAL LEAVE

- (a) A maximum of two days of personal leave will be provided on the following basis:
 - (1) Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect January 1, 1982, shall be entitled to one day of personal leave in subsequent calendar years;
 - (2) 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.
- (b) Personal leave days provided in paragraph (a) may be taken upon 48 hours' advance notice from the employee to the proper corporate officer, provided, however, such days may be taken only when consistent with the requirements of the corporation'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. Employees may use such days in the event of illness or to care for a dependent who is ill. The term "dependent," as used herein, will mean the same as that defined under the Family and Medical Leave Act.
- (c) The personal leave days provided in paragraph (a) may be accumulated from year to year. The corporation 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 corporation will have the right to distribute work on a position vacated among other employees covered by the Agreement with the organization signatory hereto.
- (d) Personal leave days will be paid at the rate of 8 hours for each day. Employees who do not select their personal leave day(s) by October 12 of each year or notify the crew base in writing of

their intent to carry them over to the next year will automatically receive payment at the straight-time rate in lieu thereof in the final pay period of November. Such payment will not count toward overtime entitlement.

RULE 26 - JURY DUTY

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 limitation:

- (1) An employee must furnish the corporation 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 personal leave pay.
- (4) When an employee is excused from railroad service account of jury duty, the corporation 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.
- (7) Employees absent due to jury duty in accordance with this Rule shall not have their monthly guarantee broken provided such employees promptly report for service following such absence.

RULE 27 - BEREAVEMENT LEAVE

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, step-child, grandchild, grandparent, 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 provision 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. Employees absent due to bereavement leave will not have their

monthly guarantees broken provided such employees promptly report for service following such absence.

RULE 28 - APPLICATION FOR EMPLOYMENT²⁶

- (a) Applications for newly-hired employees shall be approved or disapproved within 120 calendar days after applicants begin work. If applications are not disapproved within the 120 calendar day period, the applications will be considered as having been approved. Applicants shall, within 120 calendar 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 120-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 18.

RULE 29 - EMPLOYEE ADDRESS AND TELEPHONE

Any employee covered by this Agreement shall provide the crew base at which he is employed with his current address and a local telephone number at which he can be contacted.

RULE 30 - EMPLOYEE INFORMATION

The corporation will provide the chairman with a list of employees who are hired or terminated, and those who transfer in or out of crew bases, their home addresses and social security numbers. The data will be supplied by the fifteenth (15) day of the month following the month the employee is hired, terminated or transferred.

RULE 31 - PHYSICAL EXAMINATION

All employees shall be required to pass standard physical examinations as prescribed by the Corporation. Physical examinations given affected railroad employees by their employing railroad within the past 30 days will be accepted for consideration by the Corporation.

RULE 32 - UNIFORMS

- (a) The Corporation will continue to provide uniforms in the same manner as is being done presently. Employees covered by this Agreement will continue to receive uniforms at least the equal of those provided to other on-board crafts employed by Amtrak.
- (b) Employees with an employment relationship of one or more years of service will receive a \$12.50 allowance for each month they occupy a position requiring a uniform for at least ten (10) days a month. Such payments are to help defray the cost of maintenance and replacement of uniforms and are in recognition of the employees' responsibility to wear a clean and well maintained uniform while on duty.²⁷

²⁶ Amended per Article VI, Section 4 of the April 1, 2004 Agreement.

²⁷ Revised per Article VII. 12 of the December 9, 1998 Agreement.

RULE 33 - SUPPLEMENTAL SICKNESS BENEFIT PLAN

The provisions of Article IV of the Agreement between the National Carriers' Conference Committee and the Brotherhood of Maintenance of Way Employees, dated July 29, 1991, imposed pursuant to Public Law 102-29, by reference, are made a part of this Agreement as though repeated here verbatim, except it will not be effective until January 1, 1995.

The Supplemental Sickness Agreement will provide for a maximum of twelve months for any one illness for employees with ten or more years of service and a maximum of six months for any one illness for employees with less than ten years of service.²⁸

²⁸ Added per Article VI.2 of the December 9, 1998 Agreement.

RULE 34 - HEALTH AND WELFARE

I. Full-Time Employees

Employees and their dependents will be granted hospital, medical, surgical and life insurance, as provided in Amplan. Employees acquiring employment with Amtrak as a result of an 'Appendix C-1 Transaction' will be covered for both employee and dependent benefits under Amplan without the initial waiting period.

Employee Contribution

Employee contribution rates set at \$50 per month effective 4/1/04 or a date of ratification if later than 4/1/04, and \$75 per month effective 10/1/04. Pre-tax accounts will be established for the contribution amounts. Effective 7/1/05, adjustments to the COLA's subject will be made as follows:

It is understood that up to half of the COLA each time, July 1, 2005 and every 6 months thereafter, can be used to offset 50% of the yearly per employee increases in AmPlan based on the previous year's per employee base. Any portion of the prior year 50% increases not previously offset will be carried over to be met by future COLA's subject to the 50% cap at any one time.

Jointness Principles

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

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

Selection of an insurance carrier would be on the basis of the best bid from a qualifying insurance carrier with appropriate regard to the performance record in handling the Amtrak plan or similar plan(s).

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

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

II. Part-Time Employees

Amtrak will fund a health benefit program for part-time employees. This program will be for a three-year term beginning January 1, 1995, and will end December 31, 1997. Amtrak will fund the program with monthly payments for each eligible employee in the following amounts:

\$101.00 per month in 1995.

\$109.00 " " " 1996.

\$117.00 " " " 1997.

" " " " 1998.

\$122.00 " " " 1999.

This section does not apply to temporary employees.²⁹

Health and welfare benefits for part-time employees will be extended through calendar year 2002. The company's monthly contribution to the fund will be increased, as follows:

January 1, 1999 \$5.00

January 1, 2000 \$5.00

During the year 2000, the parties will meet to negotiate the company's monthly contribution.³⁰

RULE 35 - DENTAL BENEFITS

The corporation shall provide to employees covered by this Agreement and their dependents the benefits provided under the Railroad Employees National Dental Plan.

RULE 36 - UNION SHOP: DUES DEDUCTION

The Union Shop-Dues Deduction Agreement attached as Attachment "B" is made a part of this Agreement.

RULE 37 - VACATION

The National Vacation Agreement, herewith attached as "C," will be applied, and the current railroad service of directly affected railroad employees accepting employment at the time of assumption of function will be credited and combined with Amtrak service, which shall be considered as service with a single employer when determining length of vacation.

No later than the 15th day of each month, a list of employees scheduled for vacation the following month will be posted on the crew base bulletin board. The list will show the start date of each employee's vacation.³¹

²⁹ Adopted from Article II, Section 2, of the December 4, 1994 Agreement.

³⁰ Adopted from Article VI. 1 of the December 9, 1998 Agreement.

RULE 38 - UNJUST TREATMENT

An employee who considers himself unjustly treated, otherwise than covered by the rules, shall have the right to a conference if written request which sets forth the employee's complaint is made to his supervisory officer within thirty (30) calendar days of cause of complaint. At such conference, the employee may be represented by a duly accredited representative of the organization party hereto. The decision may be appealed in accordance with Rule 19.

RULE 39 - MILITARY TRAINING

When regularly assigned and/or extra board 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 a basic day's pay at the straight time rate of their positions for each day lost). Compensation received by the employees for other than meals, lodging or transportation shall be remitted to the Corporation. Such employees must furnish the Corporation with a statement signed by their Commanding Officer for compensation paid and the days on which such military training service was performed.

RULE 40 - TRAINING

- (a) When employees are required to attend training 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.
- (b) If it is necessary to schedule training on an employee's rest days or to change his working hours, Amtrak may do so upon 7 days notice. If an employee is removed from his regular assignment in order to attend training, the employee will receive on his next paycheck a pro-rated monthly guarantee or actual hours worked, including training, whichever is greater. An employee removed from his regular assignment to attend training, may be subject to assignment as an extra board employee, but may not be utilized during the 48 hours prior to departure of his regular assignment, or for more than one (1) assignment during his normal layover period.

RULE 41 - PART TIME

- (a) Part-time positions may be established as follows:

Extra Board positions:

- Yard positions
- Food specialists
- Service attendants
- Train attendants
- Auto train attendants

Regular Bulletined positions:

- Train attendants used primarily as cleaners on the road
- Yard positions
- Austin crew base
- Food specialists used primarily as dishwashers
- Other positions as agreed upon between the parties

- (b) The total number of part-time positions system-wide will not exceed 10% of the total positions (regular and extra).

Part-time will not exceed 20% of the total positions at any crew base existing on the date of this agreement, except Austin, Texas. Locations not currently crew bases will be included in the system cap but will be exempt from the crew base restriction.

- (c) Part-time employees will not be entitled to health and welfare benefits provided under current insurance programs (except as provided for in Section II of this rule), jury duty pay, bereavement leave, personal leave and vacation pay. Part-time ASWC employees will earn and be paid for time off in accordance with the following:

Part-time employees will be credited with one (1) hour of paid time off for each twenty-five (25) hours of time worked, not including training, during a calendar year to a maximum of forty (40) hours. After accumulating six (6) months of service as a part-time employee, the part-time employee may use his credited time off in the following manner:

- The employee may schedule the time off in lieu of working his scheduled assignment consistent with service requirements and with forty-eight (48) hours' notice.
- Prior to the 15th of each month, the employee may request payment of all credited time off that has been accumulated as of the date the request is submitted in writing to the supervisor. Payment will be made in the following month.

Service and days of compensation as part-time employees will be credited for vacation purposes when they become full-time employees. Part-time employees who become full-time employees will retain and carry their established part-time seniority date to full-time service.

Example: Employee A was hired March 1, 1999 as a part-time employee. After 6 months of part-time service, on October 31, 1999, Employee A establishes full-time status and carries his March 1, 1999 seniority date to full-time service.³²

Vacation and personal leave days earned as a full-time employee may be taken in accordance with paragraph (f). Health benefits will be provided as specified in Rule 34, Section II. In addition, they will be eligible for holiday pay in accordance with the provisions of Rule 45.

³² Letter dated March 28, 2000.

- (d) Part-time employees will not work more than 100 hours a month. Should a part-time employee exceed more than 100 hours due to any reason other than late trains, the company shall deposit \$50.00, for each employee who exceeds 100 hours, into the local Red Block fund.
- (e) Employees hired as part-time must remain in part-time status for a minimum of six (6) months.
- (f) Full-time employees who elect part-time status must remain part-time for a minimum of six (6) months. The health and welfare benefits, as well as other benefits specified in paragraph (c) above, will apply to full-time employees on the effective date of becoming part-time. However, such employees will be eligible for payment of four (4) hours for time worked on holidays and pay for time off, in accordance with paragraph (c) above. Vacation and personal leave earned while on full-time positions may be taken while on a part-time assignment consistent with service requirements.
- (g) Scheduled part-time positions will be bulletined in accordance with existing rules, except as modified herein.
- (h) There will be no part-time appointed positions.
- (i) It is not the intent of this agreement that the existing on-board service positions or crew bases would be substantially altered due to the establishment of part-time positions. It is recognized that such positions may be adjusted to meet service requirements as is currently done.
- (j) Amtrak will furnish to the ASWC Chairman on a semi-annual basis, the names, positions and locations of all employees by crew base, indicating full-time and part-time status, including in what classifications the employees hold seniority. Amtrak will also notify the ASWC when new part-time positions are added.
- (k) Part-time positions will not be established or maintained at a crew base in a category where full-time employees are in a furlough status or subsequently become furloughed. Positions will not be reapportioned between crew bases solely for the purpose of avoiding the application of this paragraph.
- (l) Existing service at crew bases in existence on October 12, 1994 will not be contracted out as long as part-time is used at that crew base.
- (m) The rules agreement will apply to part-time employees, except as modified by this rule.

RULE 42 - HEALTH AND SAFETY

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

RULE 43 - QUALITY SERVICE COMMITMENT

The company and union recognize that Amtrak's success depends on delivering quality service to our customers. It is the mutual goal of the parties to promote quality service in every phase of

Amtrak's operations. To meet this goal, the company and union pledge to cooperate in endeavors which promote and improve the quality of work, safety, efficiency of operation and harmonious work relationships. The parties recognize that everyone in this process - customers, employees and supervisors - deserve respect, honesty and the best service every time.

The parties agree that a joint approach involving employees and supervisors at the local level is essential to continuous improvement. Local supervisors and employees are encouraged to work as a team to implement cooperative approaches to improve our operation and quality of customer service.

The focus of an employee involvement program is to be on teamwork, quality and customer service, not on personal or grievance issues, which will continue to be handled by ASWC and Amtrak Labor Relations professionals in accordance with the provisions of the labor contract.

RULE 44 - SEASONAL (TEMPORARY) EMPLOYEES

- (a) Amtrak may hire up to 250 seasonal employees to begin work between May 1 and October 1 of each year for a period not to exceed 120 calendar days, exclusive of classroom training and one training trip. Such employees may also be used between November 15 and January 15 but total active service may not exceed one-hundred-twenty (120) calendar days.
- (b) Temporary employees will not accumulate seniority. They will accumulate seniority relative to other temporary employees for the purposes of paragraph (c) below.
- (c) Temporary employees can bid on regular assignments, however, they will only be awarded such positions if no full-time employee bids, or no part-time employee not subject to a lock-in, bids.
- (d) Temporary employees will not be entitled to health and welfare benefits provided under insurance programs, holiday pay, jury duty pay, bereavement leave, personal leave, or vacation pay. They will be subject to a one-hundred-fifty (150) hour monthly guarantee.
- (e) It is not the intent of this agreement that the existing on-board service positions or crew bases would be substantially altered due to the establishment of temporary positions. It is recognized that full-time positions may be adjusted to meet service requirements as is currently done.
- (f) The rules agreements will apply to temporary employees, except as modified by this rule.
- (g) Upon being accepted into employment as a seasonal worker, employees will be provided the appropriate union dues deduction forms. The appropriate ASWC union will be immediately advised of the date of hire, names and addresses of all new hires accepting seasonal employment. On their sixty-first (61st) day of employment, including days in training, employees hired for seasonal work must have membership in good standing with the ASWC or their employment with Amtrak will be terminated. Notwithstanding Union Shop provisions of the Agreement to the contrary, employee terminations will be immediate upon notice from the appropriate signatory official of an ASWC union.
- (h) The ASWC may refer applicants for employment and due consideration will be given such applicants. It is not Amtrak's intent to exclude relatives of current employees covered by the Agreement from seasonal employment.

RULE 45 - HOLIDAYS

- (a) Regular or extra employees required to work on the designated holidays will receive a four (4) hour payment at the applicable rate of pay. Such payment will be in addition to any other compensation both regular and overtime earned in the month. It, however, will not be used to offset overtime earnings nor will it count toward the monthly guarantee.³³
- (b) The designated holidays are:
- New Year's Day
 - Martin Luther King Jr. Day
 - Christmas Day
 - Veterans Day
 - Thanksgiving Day
 - Independence Day
 - Labor Day
 - Memorial Day

RULE 46 - PAY SHORTAGE³⁴

- (a) Employees shall receive their bi-weekly pay by direct deposit into an account with a bank, credit union, financial services organization or similar institution. Payroll advice will contain an itemized record of all deductions from employee's earnings.
- (b) If an employee's pay is short the equivalent of eight (8) hours pay or more, the amount short will be issued to the employee by either check or direct deposit within two (2) business days of notification or 72 hours, whichever is less. The request must be made to their designated supervisor.

RULE 47 – UTILITY WORKER³⁵

- (a) Create a new position that can perform the duties of SA, TA, and unskilled kitchen duties not performed by the Chef. Duties will include such tasks as cleaning, dishwashing, garbage disposal and the loading and unloading of supplies.
- (b) The rate of pay will be 75% of the full TA/SA rate for employees hired after April 1, 2004.

33 Letter dated December 12, 1994. (Formerly Attachment K)

34 [Amended per Article V, Section 2 of the April 1, 2004 Agreement.](#)

35 [New rule from the April 1, 2004 Agreement.](#)

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- (c) One or more of the positions may be added to any existing train listed on Attachment A, where the addition of the positions will result in an increase in the total number of crew positions and without reduction in the number of positions in any one classification on that train as set forth on Attachment A.
- (d) Special one time trains may use utility workers based on the needs of the particular train. Utility Workers may be used on new train service. New service does not include the renaming, renumbering, changes in starting and ending terminals, changes in arrival or departures, or replacement of an existing frequently on a route. This provision only applies if the new service is in addition to the service listed on Attachment A. The new train must also have at least one TA, and one SA, and one FS position in order to establish Utility Worker positions.
- (e) If the total positions are less than specified on Attachment A in any classification, Utility Workers may not be established on that train. Other trains on Attachment A may still establish Utility Worker positions provided they meet the requirements of paragraph (c) above.
- (f) On trains where Utility Worker positions are established, and vacancies arise, on any of the positions specified in Attachment A which cannot be filled through existing rules, the Utility Worker may be diverted to fill the vacant position and will be paid the rate of the position filled (subject to entry rates).
- (g) Vacancies of Utility Worker positions will be filled by the SA/TA extra board (if not combined, the SA board is primary) and if filled by an employee with a hire date prior to the date of this agreement, will be paid the SA/TA rate (subject to entry rates). Extra list employees hired prior to the date of this Agreement will not be required to fill vacancies of Utility Worker positions. They may elect to cover Utility Worker vacancies by written request to CNOC. Such request cannot be withdrawn for a period of six months and once elected, employees are required to fill vacancies, subject to Agreement rules.
- (h) This position does not establish a new category. Any employee with FS, SA, or TA seniority may voluntarily bid on a Utility Worker position, subject to the application of Rule 2 – Seniority, and will be paid the rate of their chosen category (subject to entry rates). Only employees hired after the date of this Agreement may be force assigned to Utility Worker positions that go no bid.
- (i) The Utility Worker position is subject to all rules of the Agreement, except as modified by this rule.

RULE 48 - AMTRAK/LABOR PRODUCTIVITY COUNCIL³⁶

The ASWC 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.

³⁶ Adopted from Article IV of the December 9, 1998 Agreement.

The Council would be based on a structure of mutual representation and consensual decision-making. The ASWC and management shall each designate employee representatives in writing, and may revoke such designations at any time. Employee representatives designated by the ASWC 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.

Benchmarking 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. Effective use of new technology.
2. Current and proposed modes of work organization and methods.
3. Training.
4. Issues of workplace quality of life and fair treatment to include sleep deprivation issues and length of assignments.

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

1. Reducing injuries and costs related to injuries.
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.

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 49 - OCCUPATIONAL HEALTH & WELFARE³⁷

ASWC and Amtrak shall jointly investigate ways to improve access to quality health care and innovative cost effective programs to care for occupationally injured employees. By March 1, 1999,

³⁷ Adopted from Article V of the December 9, 1998 Agreement.

the parties agree to create and implement a "pilot project" based on the recommendations of the consultant. This project will recognize the parties' obligation to comply with applicable federal law.

RULE 50 - HIGH SPEED RAIL³⁸

Amtrak is entering a new era in passenger railroading with the operation of high speed trains in the Northeast Corridor. It is recognized that with this service, Amtrak and the ASWC are cooperating in its implementation and operation to provide the best customer service possible. In order to make an orderly transition to the new train sets and to assist in the upgrading of employees' skills, it is agreed to amend the November 3, 1973 agreement, as revised through December 31, 1996, as set forth below. All other provisions of the agreement not in conflict with the provisions of this rule will remain in effect.

I. Work Team

A member of each On Board Services crew will be designated as employee in charge. The designated member will receive \$17.50 per hour, subject to negotiated increases which take effect after September 30, 1998. On Board Services crew members will perform all functions necessary to provide the highest level of passenger service.

II. Application and Training

- a. Amtrak will advertise to all crew bases for the number of employees necessary to fill regular and extra board positions. Successful applicants will constitute a pool of employees to be trained for work on the high speed trains. The applicants will be screened and interviewed in seniority order by a committee made up of two ASWC representatives and three Amtrak representatives designated by management. Selection will be made based on a review of each employee's work history to include ASWC seniority, total years of service to the Company, attendance, past discipline, demeanor toward passengers, co-workers and supervisors, and technical proficiency of required duties.
- b. Employees selected will be provided training. When training takes place at a designated location other than the city where the employee's crew base is located, Amtrak will provide hotel accommodations, meal allowances in accordance with Rule 15 or meals, and transportation to and from the designated location and the employee's crew base.

If an employee is trained and then released to return to his regular assignment, he will be paid for training in accordance with Rule 40. If an employee is trained and then held pending assignment to the high speed trains, he will be paid 8 hours each day or actual hours assigned whichever is greater, at the rate of his previous position for training and each day held to a maximum of 180 hours a month.

- c. Any employees selected who do not already have Lead Service Attendant seniority, will establish LSA seniority when completing the initial training and they will be ranked according to their earliest retained date in the craft.

³⁸ Adopted from Article VII. 16 of the December 9, 1998 Agreement.

- d. Employees selected for training will be required to work in high speed service until the cancellation in paragraph IV of this rule, but not longer than 24 months from the date they begin working on the high speed trains. Exceptions may be allowed only by agreement between the Director Labor Relations and the Chairman of the ASWC. After the 24-month period, the employee may bid to other positions advertised and will be afforded a displacement opportunity during the next scheduled displacement period provided for in Rule 4(i).
- e. Positions within high speed rail will be advertised and filled in accordance with the agreement rules from among trained employees.

III. Operations

- a. There will be a separate extra board for high speed which will operate in accordance with Rule 11 at each crew base from which the high speed trains are staffed.
- b. Employees who have not been selected and trained will not be allowed to displace to high speed train positions.
- c. Employees working on high speed rail will not be disqualified without being given additional training in an effort to correct the deficiency. It is not the intent of this agreement that disqualification be used in place of discipline. Employees may be disqualified only after a review of their work history with the crew base manager, union representative and the employee. Employees may appeal their disqualification to the highest SBU officer in charge of On Board Services functions and Director Labor Relations in that order. If such appeal is denied, the decision may be appealed in accordance with Rule 19(j).

IV. Cancellation

- a. It is agreed that the selection process and lock-in-requirement set forth in Section II above will expire at the end of a thirty-six month period which will commence on the date of the first revenue service of high speed rail. After that period, new or vacant positions for high speed rail will be advertised and filled in accordance with existing rules. Employees awarded the positions who have not been previously trained will be provided training needed to work the position.
- b. It is agreed that Amtrak will not contract out the On Board Services operation of high speed rail during the thirty-six month period specified in this Article IV.

RULE 51 - LAS VEGAS TALGO³⁹

It is expected that Amtrak will launch new train service between Los Angeles and Las Vegas, staffed out of the Los Angeles crew base. It is agreed to amend the November 3, 1973 agreement, as revised through December 31, 1996, as set forth below for this new service. All other provisions of the agreement not in conflict with the provisions of this rule will remain in effect.

I. Work Team

Amtrak may designate a member of each On Board Services crew as employee in charge. The designated member will receive \$17.50 per hour, subject to negotiated increases which take effect after September 30, 1998. On Board Services crew members may be called upon to perform all functions necessary to provide the highest level of passenger service.

II. Application and Training

- a. Amtrak will advertise to all crew bases for the number of employees necessary to fill regular and extra board positions. Applicants must have seniority in the classification of the position being advertised. Applicants will be screened and interviewed in seniority order by a committee made up of one ASWC representative and two Amtrak representatives designated by management. Selection will be made based on a review of each employee's work history to include ASWC seniority, total years of service to the Company, attendance, past discipline, demeanor toward passengers, co-workers and supervisors, and technical proficiency of required duties.
- b. Employees selected will be provided training as necessary. If training takes place at a designated location other than the city where the employee's crew base is located, Amtrak will provide hotel accommodations, meal allowances in accordance with Rule 15 or meals, and transportation to and from the designated location and the employee's crew base.

If an employee is trained and then released to return to his regular assignment, he will be paid for training in accordance with Rule 40. If an employee is trained and then held pending assignment to the new Las Vegas service, he will be paid 8 hours each day, or actual

³⁹ Adopted from Article VII. 17 of the December 9, 1998 Agreement.

hours assigned whichever is greater, at the rate of his previous position for training and each day held to maximum of 180 hours a month.

- c. Employees selected for this service will be required to work in the Las Vegas service for 12 months from the date they begin working. Exceptions may be allowed only by agreement between the Director Labor Relations and the Chairman of the ASWC. After the 12 month period, the employee will be allowed a 30 day period in which to make a displacement to another train. If the employee elects to stay, they will be subject to a new lock-in period.

III. Operations

- a. There will be a separate extra board for the Las Vegas service which will operate in accordance with Rule 11.
- b. Employees who have not been selected will not be allowed to displace to this service unless they stand to be furloughed. Employees with work experience in this service will retain displacement rights to the service subject to the lock-in requirement of this Agreement.
- c. Employees working on this service will not be disqualified without being given additional training in an effort to correct the deficiency. It is not the intent of this agreement that disqualification be used in place of discipline. Employees may be disqualified only after a review of their work history with the crew base manager, union representative and the employee. Employees may appeal their disqualification to the highest SBU officer in charge of the On Board Services functions and Director Labor Relations in that order. If such appeal is denied, the decision may be appealed in accordance with Rule 19(j).

RULE 52 - COAST STARLIGHT⁴⁰

The parties agree to amend the November 3, 1973 agreement, as revised through December 31, 1996, as set forth below for the operation of the Coast Starlight. All other provisions of the agreement not in conflict with the provisions of this rule will remain in effect.

I. Work Team

Amtrak may designate a member of each On Board Services crew as employee in charge. The designated member will receive \$17.50 per hour, subject to negotiated increases which take effect after September 30, 1998. On Board Services crew members may be called upon to perform all functions necessary to provide the highest level of passenger service.⁴¹

II. Stabilization

- a. Employees awarded positions on the Coast Starlight in accordance with Rule 4 will be required to work on the Coast Starlight for 24 months from the date they begin working on this service. Exceptions may be allowed only by agreement between the Director Labor Relations and the Chairman of the ASWC. After the 24 month period the employee may bid

⁴⁰ Adopted from Article VII. 18 of the December 9, 1998 Agreement.

⁴¹ See Attachment "W".

to other positions advertised and will be afforded a displacement opportunity during the next scheduled displacement period provided for in Rule 4(i).

The 24 month lock-in period for employees holding positions on the Coast Starlight on the date of this agreement will commence with the date of this agreement. However, during the first 60 days of this period the employees will be allowed to leave the Coast Starlight service by exercising a displacement right to a position held by a junior employee.

- b. Employees will be provided training as necessary. If training takes place at a designated location other than Los Angeles, Amtrak will provide hotel accommodations, meal allowances in accordance with Rule 15 or meals, and transportation to and from the designated location and the employee's crew base.

If an employee is trained and then released to return to his regular assignment, he will be paid for training in accordance with Rule 40. If an employee is trained and then held pending assignment to the Coast Starlight, he will be paid 8 hours each day or actual hours assigned, whichever is greater, at the rate of his previous position for training and each day held to a maximum of 180 hours a month.

III. Operations

- a. There will be a separate extra board for the Coast Starlight which will operate in accordance with Rule 11.
- b. Other employees will not be allowed to displace an employee working on the Coast Starlight during that Coast Starlight employee's lock-in period as set forth above in Article II unless the other employee stands to be furloughed.
- c. Employees working on this service will not be disqualified without being given additional training in an effort to correct the deficiency. It is not the intent of this agreement that disqualification be used in place of discipline. Employees may be disqualified only after a review of their work history with the crew base manager, union representative and the employee. Employees may appeal their disqualification to the highest SBU officer in charge of On Board Services functions and Director Labor Relations in that order. If such appeal is denied, the decision may be appealed in accordance with Rule 19(j).

IV. Cancellation

- a. It is agreed that this rule will automatically cancel if the staffing level on the Coast Starlight goes below the lowest level in effect during the period of September 1, 1997 to August 31, 1998.

RULE 53 - EFFECT OF THIS AGREEMENT

This agreement is effective November 3, 1973, as revised through December 31, 2004, and shall remain in effect until changed by mutual agreement of the parties or in accordance with the provisions of the Railway Labor Act, as amended.

**FOR: THE AMTRAK SERVICE
WORKERS COUNCIL**

**FOR: THE NATIONAL RAILROAD
PASSENGER CORPORATION**

D. L. Biggs, Chairman

L. D. Miller, Director

J. Czuczman, Vice Chairman

I. R. Monroe, Vice Chairman

SIGNATURES OMITTED

ATTACHMENT A

NATIONAL RAILROAD PASSENGER CORPORATION

On-Board Services Working Schedule # _____

_____ Crew Base

Group # _____ Job Category _____

Train # _____ Effective Date _____

Car # _____

Day	Train Number	Location	Reporting Time	Release Time	Location	Time Hrs/Mins	Meals/Hotel
Total Trip Schedule Hours							

Notes:

ATTACHMENT B**UNION SHOP - DUES DEDUCTION
2/26/76 Agreement****AGREEMENT
Between
AMTRAK SERVICE WORKERS COUNCIL
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 this 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. Amtrak will furnish each new employee within thirty (30) days of their hire date, union membership and dues deduction forms. The union will provide the forms.
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 provisions of this agreement but such employees shall, upon resumption of employment, be governed by Section 1 of this agreement.

(c) Employees covered by this Agreement who are promoted after January 1, 1995 to official, supervisory or excepted positions shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority.

Employees covered by this Agreement who were promoted prior to January 1, 1995 to official, supervisory, or excepted positions 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.

An official, supervisory, or excepted employee whose payments are delinquent shall be given a written notice by the involved union of the amount owed. If the delinquency is not cured, the procedures contained in this Union Shop Agreement shall be applicable.

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 the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. 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 a 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 of 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 of 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 title(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 in 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 of 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 case 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.

Effective this 3rd day of November, 1973.

SIGNATURES OMITTED.

ATTACHMENT B-1**INDIVIDUAL AUTHORIZATION FORM
FOR DEDUCTION OF FEES, DUES, AND ASSESSMENTS**

I hereby assign to the Amtrak Service Workers Council that part of my wages necessary to repay my monthly union dues, initiation fees and assessments (not including fines and penalties) as reported to the National Railroad Passenger Corporation by the designated officer of the organization as provided in the Agreement entered into by and between the organization and the company; and I hereby authorize the company to deduct from my wages all such sums and to pay them over to the Amtrak Service Workers Council.

This authorization may be revoked by the undersigned in writing after the expiration of one (1) year or upon the termination date of the Union Shop-Deduction Agreement or upon the termination of the Rules and Working Conditions Agreement, whichever occurs sooner.

TYPE OR PRINT IN INK

Name

Last

First

Middle Initial

Home Address

Street and Number

City or Town

State

Zip Code

Date

Employee Identification No.

Social Security No.

Occupation (Position Title)

Location

Signature

Organization

ATTACHMENT C**AGREEMENT****Between****THE NATIONAL RAILROAD PASSENGER CORPORATION****And****AMTRAK SERVICE WORKERS COUNCIL**

The December 17, 1941 National Vacation Agreement is amended as follows:

1. (a) Effective with the calendar year 1974, an annual vacation of one week with pay will be granted to each employee covered by this Agreement who renders compensated service of not less than nine hundred sixty (960) hours during the preceding calendar year.
- (b) Effective with the calendar year 1974, an annual vacation of two weeks with pay will be granted to each employee covered by this Agreement who renders compensated service of not less than eight hundred eighty (880) hours 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 of not less than eight hundred eighty (880) hours in each of two (2) of such years, not necessarily consecutive.
- (c) Effective with the calendar year 1982, an annual vacation of three weeks with pay will be granted to each employee covered by this Agreement who renders compensated service of not less than eight hundred (800) hours during the preceding calendar year, and who has eight (8) or more years of continuous service, and who, during such period of continuous service, rendered compensated service of not less than eight hundred (800) hours in each of eight (8) of such years, not necessarily consecutive.
- (d) Effective with the calendar year 1982, an annual vacation of four weeks with pay will be granted to each employee covered by this Agreement who renders compensated service of not less than eight hundred (800) hours 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 of not less than eight hundred (800) hours in each of seventeen (17) of such years, not necessarily consecutive.
- (e) Effective with the calendar year 1974, an annual vacation of five weeks with pay will be granted to each employee covered by this Agreement who renders compensated service of not less than eight hundred (800) hours 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 of not less than eight hundred (800) hours in each of twenty-five (25) of such years, not necessarily consecutive.

2. (a) Each "week" of vacation provided in paragraphs (a),(b),(c),(d) and (e) hereof shall consist of six consecutive calendar days. The vacation period of regularly assigned employees shall begin on the first day an employee is scheduled to commence his regular assignment. The vacation period for unassigned employees shall begin on the day agreed to by the employee and his supervisor.
 - (b) The compensation provided for each such "week" will consist of 41.5 hours' pay at the rate of the assignment on which service was last performed.
 - (c) Employees entitled to two (2) or more weeks' vacation will be allowed to split their vacations each year. No employee will be allowed to split his vacation in less than a one-week segment.
 - (d) Vacation weeks for 1995 and thereafter will be awarded to employees by job classification. Vacation assignments will be awarded in seniority order, and the seniority date used will be the employee's earliest date in any classification.
3. Employees who take vacations under the provisions of this Agreement will not suffer a reduction of their monthly guarantee, provided they comply with the following:
 - (a) Employees holding a regular bulletined assignment which does not depart within 36 hours of 12:01 a.m. of the terminating day of his vacation must call the crew base prior to 9:00 a.m. on the day following his vacation and make himself available for relief (extra) work. Such relief (extra) work may be assigned him provided that it consists of a minimum eight (8) hours and will allow him a layover, as defined in Rule 11(f), prior to the next run of his regular assignment.
 - (b) Extra board employees will be placed at the top of the rotating extra board at 6:00 a.m. on the day following his vacation.⁴²
4. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article I hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union-shop agreement or failure to return after furlough, he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year, if the employee has qualified therefor under Article I. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.
5. Except to the extent that articles of the Vacation Agreement of December 17, 1941, as currently amended, 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, dated 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.

42 Adopted from Article VII. 13 of the December 9, 1998 Agreement.

6. 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 crew base supervisor at least two weeks in advance of the pay day prior to the first day of vacation.

SIGNATURES OMITTED

ATTACHMENT D**RATE PROGRESSION**
As provided in Article III of the
Mediation Agreement (Case A-11569)
Dated April 15, 1986**SECTION I**

Employees entering service on and after April 30, 1986, on positions covered by an agreement with the Amtrak Service Workers Council shall be paid as follows for all service performed within the first sixty (60) calendar months of service:

- (a) For the first twelve (12) calendar months of employment, new employees shall be paid 75 percent of the applicable rates of pay (including COLA).
- (b) For the second twelve (12) calendar months of employment, such employees shall be paid 80 percent of the applicable rates of pay (including COLA). Employees hired after December 9, 1998 shall be paid 75 percent of the applicable rate of pay (including COLA).⁴³
- (c) For the third twelve (12) calendar months of employment, such employees shall be paid 85 percent of the applicable rates of pay (including COLA).
- (d) For the fourth twelve (12) calendar months of employment, such employees shall be paid 90 percent of the applicable rates of pay (including COLA).
- (e) For the fifth twelve (12) calendar months of employment, such employees shall be paid 95 percent of the applicable rates of pay (including COLA).
- (f) Employees who have had an employment relationship with the carrier and are rehired will be paid at established rates after completion of a total of sixty (60) months' combined service.
- (g) Service in a craft not represented by ASWC shall not be considered in determining periods of employment under this rule.
- (h) Employees who have had a previous employment relationship with a carrier in a craft represented by ASWC and are subsequently hired by another carrier shall be covered by this Article, as amended. However, such employees will receive credit toward completion of the sixty (60) month period for any month in which compensated service was performed in such craft provided that such compensated service last occurred within one year from the date of subsequent employment.
- (i) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal shall not count toward completion of the sixty (60) month period.

43 Adopted from Article VII. 15 of the December 9, 1998 Agreement.

SECTION II

Employees entering the service on or after October 5, 1987, in classifications of Service Attendant and Train Attendant are not subject to Article III (Rate Progression), of the Mediation Agreement (Case No. A-11569), dated April 15, 1986. Such employees shall be paid as follows:

- (a) For the first twelve (12) calendar months of the employment, new employees shall be paid 75 percent of the maximum applicable rate of pay (including COLA).
- (b) For the second twelve (12) calendar months of employment, such employees shall be paid 80 percent of the maximum applicable rate of pay (including COLA). Employees hired after December 9, 1998 shall be paid 75 percent of the maximum applicable rate of pay (including COLA).⁴⁴
- (c) For the third through sixth year of employment, such employee shall be paid 85 percent of the maximum applicable full rate of pay.
- (d) For the seventh year of employment such employees shall be paid 90 percent of the maximum applicable full rate of pay.
- (e) For the eighth, ninth and tenth years of employment such employees will receive 95 percent of the maximum applicable full rate of pay. Thereafter such employee shall be paid the maximum rate.
- (f) Employees hired in classifications of Service Attendant and Train Attendant who subsequently obtain positions in other classifications will not be subject to the provisions of this article so long as they remain in such other classifications.
- (g) Employees hired on or after the effective date of this article in classifications other than Service Attendant or Train Attendant who subsequently obtain positions of Service Attendant or Train Attendant will be subject to the provisions of this article. Service in all categories under schedule agreement shall count toward rate progressions referred to above.
- (h) Employees who have had an employment relationship with the carrier and are rehired will be paid in accordance with paragraphs (c), (d) and (e) above, after completion of a total of twenty-four (24) months' combined service.
- (i) Amtrak employees from other crafts who enter service under the ASWC Agreement will have their entire Amtrak service count towards the entry rate progressions as set forth above. It is understood this has no effect on an employee's new probationary period under the ASWC Agreement.
- (j) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension or dismissal shall not count toward completion of the twenty-four (24) month period.

44 Adopted from Article VII. 15 of the December 9, 1998 Agreement.

Note: Initial training time for new employees will count towards the entry rate progressions as set forth above in Article III, Section I and Section II of the Mediation Agreement Case No. A-11569, dated April 15, 1986. This has no effect on the rates of pay during training or the start of the employee's probationary period.

ATTACHMENT E

February 5, 1976

Mr. Richard W. Smith
International Vice President
Amtrak Service Workers Council
743 E. 75th Street
Chicago, IL 60619

SUBJ: Amtrak Business-Inspection Car

Dear Mr. Smith:

This confirms the telephone conversation we had sometime ago when you agreed to my request to establish a position of Chef and Waiter to man Amtrak's Inspection (Business) Car and the employees involved will only be covered by the union shop agreement and would retain and/or obtain seniority. It was understood that should an employee fail to take or maintain membership under your union shop agreement, they would be removed not only from these positions but from the service of Amtrak.

It was understood that no other rules of the agreement would be applicable except as indicated above.

If this represents an accurate understanding of the arrangement agreed upon over the telephone, please sign in the space provided below.

SIGNATURES OMITTED.

ATTACHMENT E-1

September 21, 1982

Mr. T. Fitzgibbon
Chairman
Amtrak Service Workers Council
7333 N. Oak Park Avenue
Chicago, IL 60648

SUBJ: Amtrak Business-Track Inspection Car 10000

Dear Mr. Fitzgibbon:

It is proposed that a position of Train Attendant be established to man Amtrak's Business/Track Inspection Car 10000. This position is in addition to the Chef and Waiter positions established by the Agreement of February 5, 1976 (copy attached).

It is understood that the Carrier reserves the right to appoint the individual to the position and that the incumbent shall be subject to all rules of the effective Agreement except Rule 5 (Displacement), Rule 7 (Guarantee Hours), Rule 11 (Bulletin and Assignment) and Rule 21 (Overtime).

It is also understood that an hourly rate of \$9.94 shall be established covering this position and that the rate agreed upon herein will be subject to future general wage and COLA increases.

Either party may cancel this understanding by serving 15 days' written notice to the other.

If you are agreeable to the foregoing, please signify your concurrence by affixing your signature in the space provided below, returning one fully-executed copy for my files.

SIGNATURES OMITTED.

ATTACHMENT F

April 16, 1976

Mr. Richard W. Smith
International Vice President
Amtrak Service Workers Council
743 E. 75th Street
Chicago, IL 60619

Dear Mr. Smith:

This confirms our conference on April 7, 1976, concerning single occupancy for certain on-board personnel.

This will confirm our understanding that employees represented by the Amtrak Service Workers Council who are responsible for safeguarding Amtrak funds while working their assignment will be provided with private accommodations, while working on-board a train, such as a roomette for single occupancy or a bedroom for double occupancy. When such an employee is tied up at other than his designated home terminal for six hours or more, or when four or more hours off duty occur between the hours of midnight and 8:00 a.m., he will be provided a single occupancy room containing adequate accessories such as easy chair, table and reading lamps, standard bed to be equipped with inner spring mattress and springs, room to be properly ventilated, heated and air conditioned and with private bath facilities.

If this is also your understanding, please indicate your concurrence by signing in the space provided below.

SIGNATURES OMITTED.

*As amended by Exhibit A effective November 1, 1982.

ATTACHMENT G

November 10, 1982

Mr. T. Fitzgibbon
Chairman
Amtrak Service Workers Council
7333 N. Oak Park Avenue
Chicago, IL 60648

Mr. R. W. Smith
Vice Chairman
Amtrak Service Workers Council
743 East 75th Street
Chicago, IL 60619

Mr. A. A. Terriego
Vice Chairman
Amtrak Service Workers Council
1980 Broadway
New York, NY 10023

Gentlemen:

This letter of understanding refers to negotiation of the November 1, 1982 Agreement.

In our negotiations, we agreed that it is desirable and appropriate that locker facilities be provided at crew bases for ASWC employees assigned to the crew base. The parties recognize that physical and financial limitations do not permit the corporation to provide such facilities at all crew bases at this time; however, the corporation agrees to provide such facilities as soon as it is feasible to do so.

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

SIGNATURES OMITTED.

ATTACHMENT H**MEMORANDUM OF AGREEMENT****BETWEEN****THE NATIONAL RAILROAD PASSENGER CORPORATION****AND****THE AMTRAK SERVICE WORKERS COUNCIL**

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

WHEREAS, Amtrak Auto-Train service will be initiated between Lorton, Virginia, and Sanford, Florida; and

WHEREAS, the Congress of the United States directs Amtrak to discontinue this service if the auto-ferry generates an operating loss for any fiscal year beginning in fiscal year 1984; and

WHEREAS, the Congress has authorized the contracting out of food and beverage services provided on-board Amtrak trains; and

IN ORDER TO provide additional employment opportunities and to demonstrate to the Congress the extent of the parties' cooperation;

IT IS AGREED to amend the current agreement as follows:

1. Effective immediately, Rule 1 of the Agreement effective November 3, 1973, as revised through January 1, 1983, is amended to include the classification (category) of "Auto-Train Attendant."
2. The duties of Auto-Train Attendants will include all on-board service functions required in Auto-Train service, and employees appointed to the position will be required to become and remain qualified in all Auto-Train on-board service functions. Such employees will perform duties as directed by the highest ranking Amtrak employee assigned to the train.
3. (a) Auto-Train Attendants will receive the Amtrak Train Attendant rate of pay. Employees who are accountable for the handling of corporate funds (Banks) will be paid the Lead Service Attendant rate of pay.

(b) It is understood that when an Auto Train Attendant is assigned to perform duties usually assigned to a Chef, he will be compensated at the Chef's rate, as provided in the Rules of Agreement, as revised through January 1, 1983; likewise, when assigned to perform duties

usually assigned to a Food Specialist, the employee will be compensated at the Food Specialist's rate.

4. (a) The position of Auto-Train Attendant will be filled by appointment and will be subject to all rules of the Schedule Agreement except those provisions of Rules 4 and 5 relating to bulletin, assignment and displacement.
- (b) Vacancies in the position of Auto-Train Attendant will be announced in writing at each crew base, and preference shall be given to employees represented by the Amtrak Service Workers Council. Positions not filled by current employees will be filled by new employees. The seniority of employees appointed to positions on Auto-Train will be preserved on crew base and nationwide seniority rosters.
- (c) The corporation will maintain a pool of applications from employees who desire to transfer to positions in Auto-Train Service. An application will expire upon the employee's rejection of a job offer in response to his application.
- (d) Employees who undergo training for positions on Auto-Train will be accorded an Auto-Train seniority date ahead of new hires in the same training class.
5. Employees appointed to the position of Auto-Train Attendant will acquire seniority in that category and will be placed on the appropriate crew base roster(s) as of the date they complete ninety (90) calendar days on such a position. Such seniority will constitute the employee's "chosen category" and will be confined to crew bases providing Auto-Train service.
6. The incumbents of Auto-Train Attendant positions who do not perform their duties as required may be disqualified with the approval of the General Manager, Passenger Services. If the employees feel that they have been unjustly dealt with, they may appeal to the Vice President, Passenger Services, and Corporate Director, Labor Relations, in that order.
7. Auto Train employees will receive meal allowance in accordance with Rule 15.⁴⁵
8. All positions will be abolished and readvertised twice each year during the off-peak season. Rules 10(a) and (j) of the November 3, 1973 Agreement, as amended, will be applicable.
9. Auto-train employees may transfer to another crew base in accordance with Rule 8 of the agreement dated November 3, 1973, as amended. Employees will establish seniority at the new crew base and on the nationwide roster as of the time their pay starts on a position. Employees transferring to another crew base will continue to accrue seniority on the auto-train seniority roster. Employees desiring to return to a position on Auto Train will be subject to the provisions of paragraph No. 4 of the Auto-Train agreement.⁴⁶
10. Employees who hold Auto Train Attendant seniority and are represented by the ASWC who transfer to a position under another labor agreement will continue to accrue seniority on the Auto Train seniority roster and may return to an Auto Train Attendant position in accord with the provisions of Attachment "I" of the ASWC agreement. Such employees desiring to return to a

⁴⁵ See Article VII. 14 of the December 9, 1998 Agreement.

⁴⁶ Letter dated September 4, 1998.

position on Auto Train will be subject to the provisions of paragraph No. 4 of the Auto Train agreement.

It is also understood that the experimental nature of the Amtrak Auto-Train is consistent with the description in Article VIII(b), Exceptions, of Appendix C-2. Therefore, employees will not be eligible for the protective provisions of Appendix C-2 until the two-year limitation has been satisfied.

SIGNED AT WASHINGTON, D.C., THIS 13th DAY OF JULY, 1983.

SIGNATURES OMITTED.

ATTACHMENT I

November 2, 1987

Mr. John Czuczman
Vice Chairman
Amtrak Service Workers Council
c/o Transport Workers Union
80 West End Avenue
New York, New York 10023

Dear Mr. Czuczman:

This will confirm our ongoing discussions relative to the retention of seniority of employees represented by the Amtrak Service Workers Council who transfer to a craft represented by another labor organization.

It is understood that employees represented by the ASWC who transfer to a position under another labor agreement may return to a position under the ASWC Agreement under the following conditions:

- (a) Voluntarily prior to the expiration of the probationary period:
- (b) If the employee's application for employment in the new craft is disapproved during the probationary period.

It is also understood that if the employee is dismissed for cause while working in the new craft, he/she will not be permitted to exercise seniority to a position under the ASWC Agreement and the employee's name will be removed from all crew base and any other rosters.

It is further understood that this agreement may be cancelled automatically by either party upon fifteen (15) days advance notice.

ATTACHMENT J**WAGE RATES**

**The following shows the full rates of pay
negotiated for the period ending October 1, 2004**

<u>DESCRIPTION</u>	<u>04/01/04</u>	<u>07/01/04</u>	<u>10/01/04</u>
AUTO TRAIN ATTENDANT	\$17.78	\$18.31	\$18.86
CHEF	\$19.48	\$20.06	\$20.66
FOOD SPECIALIST	\$19.14	\$19.71	\$20.30
LD SERV ATTN	\$18.38	\$18.93	\$19.50
LSA DINER (tip)	\$20.67	\$21.29	\$21.93
LSA DINER AUTO TRAIN	\$20.67	\$21.29	\$21.93
NEC TRAIN ATTENDANTS	\$13.26	\$13.66	\$14.07
SERV ATTENDANT	\$17.78	\$18.31	\$18.86
TRAIN ATTENDANT	\$17.78	\$18.31	\$18.86
YARD POSITION	\$17.78	\$18.31	\$18.86

ATTACHMENT K
MEMORANDUM OF AGREEMENT
BETWEEN
THE NATIONAL RAILROAD PASSENGER CORPORATION
AND
THE AMTRAK SERVICE WORKERS COUNCIL

The purpose of this memorandum is to clarify the parties' discussions and understandings with respect to the application of Section 13 of the October 12, 1994 Agreement regarding the establishment of yard positions.

1. Yard Positions will be considered a distinct job category for purposes of bulletins and awards, with the position listed as "Yard Position." However, Yard Positions will not be considered a separate seniority classification for purposes of Rule 2 or other rules and agreements regarding seniority classifications.
2. Employees from any seniority classification shall have the right and option to exercise seniority to a Yard Position, including the exercise of nationwide seniority. An employee's earliest retained seniority date in any seniority classification (appearing on the nation-wide roster) shall be utilized for such purposes. The provisions of Rule 20 notwithstanding, Chefs and Lead Service Attendants shall have the right to exercise seniority to Yard Positions without relinquishing seniority in their higher paid classifications.
3. An employee exercising seniority or awarded a Yard Position shall be required to remain on a Yard Position at that crew base for six (6) months.
4. No active employee will be force assigned to a regular or extra board yard position. However, the senior furloughed TA employee can be force assigned to a full time regular or extra board yard position and he will not be subject to paragraph 3 of this agreement. For purposes of the application of paragraph (k), Article III (part-time) of the 10/12/94 agreement yard positions will be considered part of the TA classification.

If a junior TA becomes available at the crew base, the force-assigned incumbent on the yard position will be given the option to remain on the yard position or go to the road extra board.

Yard Positions

Page 2

5. Should a new hire employee who has no seniority in any seniority classification occupy a Yard Position or a position on the Extra Board list protecting Yard Positions, he/she shall receive a Train Attendant seniority date as of the first date working on such Yard Position.
6. Employees filling yard positions shall be paid the Train Attendant rate of pay.
7. Employees assigned to protect positions, and required to report with a uniform and to be ready to fill an assignment on a train, are not considered to be Yard Position employees. Such standby service employee shall be paid the rate of the position for which he/she stands by.
8. Local (crew base) agreements covering work of Yard Positions shall remain in effect unless canceled by either party in accordance with such local agreements. Should any such local agreement not contain a cancellation clause, either party may cancel such agreement by serving the other party fifteen (15) days' notice.
9. Employees occupying positions on May 4, 1995, performing the work of Yard Positions shall continue to receive the same rates of pay they had been receiving so long as such employees remain continuously working in such positions: i.e., they do not exercise seniority to any other classification or do not take a leave of absence in excess of thirty (30) days.
10. A separate extra board list may be maintained at the option of the company to protect Yard Positions.

The above accurately reflects the parties' discussions and understandings. Signed, **May 4, 1995.**

_____/s/
L. D. Miller
Director, Labor Relations

_____/s/
Daniel Biggs
Chairman - ASWC

_____/s/
John Czuczman
Vice Chairman - ASWC

_____/s/
Isaac R. Monroe
Vice Chairman - ASWC

ATTACHMENT L

September 30, 1992

114.25

957

Mr. John Czuczman, Chairman
Amtrak Service Workers Council
c/o Transport Workers Union of America
80 West End Avenue
New York, New York 10023

RE: SAFETY COORDINATOR POSITIONS

Dear Mr. Czuczman:

This will confirm the August 18-19, 1992 conference held at Amtrak's Corporate Headquarters, Washington, D.C. During conference, the recently established Safety Coordinator positions throughout the Amtrak system was discussed.

As advised, the Safety Coordinator positions [a] shall be guaranteed a basic monthly rate of 180 hours; [b] a maximum of three [3] Safety Coordinator positions may be established at each crew base throughout the Amtrak system; [c] Amtrak retains the right to appoint individuals to such Safety Coordinator positions; [d] compensation will be at the current Lead Service Attendant/Diner rate of pay; [e] Safety Coordinators will not perform any functions normally assigned to ASWC employees on board Amtrak trains, except in emergency situations; [f] an individual appointed as Safety Coordinator will remain in such status for a maximum two [2] year period; [g] in the event it becomes necessary to furlough ASWC employees, such furlough will be in seniority order, including the Safety Coordinator, at each crew base location.

If the above accurately reflects our understanding of the discussion held in connection with the Safety Coordinator Program, please so indicate by affixing your signature in the space provided below, returning a fully-signed copy for my files.

Very truly yours,

 /s/
L. D. Miller, Director
Labor Relations

AGREED:

 /s/
John Czuczman, Chairman
Amtrak Service Workers Council

9-30-92
Date

cc: Mr. Daniel L. Biggs, Vice Chairman
Amtrak Service Workers Council

Mr. Isaac R. Monroe, Vice Chairman
Amtrak Service Workers Council

ATTACHMENT M**August 21, 1995**

Mr. John Czuczman, Vice Chairman
Amtrak Service Workers Council
c/o Transport Workers Union of America
80 West End Avenue
New York, NY 10023

Dear Mr. Czuczman:

One of the most consistent problems on NEC conventional trains is the cleanliness of bathrooms and coaches. A cleaner train will be more appealing to passengers getting on at intermediate points and will help create repeat ridership.

The Conventional Product Line has developed a program to put ASWC employees on the trains to do in route cleaning. In order to make the program work, the parties agree:

1. Amtrak may establish positions called NEC Train Attendants.
2. They will be paid \$10.50 an hour, not subject to entry rates.
3. Employees accepting the positions will be required to stay on the positions for six months.
4. Employees accepting the positions cannot be displaced, except by senior employees who would otherwise be furloughed.
5. All other provisions of the Rules Agreement will apply to these positions.
6. Positions will not be filled from the extra list and can be blanked at management's discretion.
7. The Product Line Manager must meet with the employee and his union representative, prior to disqualification. Employees removed from these positions may make a displacement under the Rules Agreement. Employees may be disqualified from these positions at management's discretion.
8. Coach cleaners will not be furloughed as a result of this agreement.

This agreement does not require Amtrak to have NEC Train Attendants on its trains. This program can be discontinued by management at any time. Amtrak will continue to determine the on board service manning requirements in accordance with the applicable rules agreement.

Very truly yours,

 /s/
L. D. Miller
Director
Labor Relations

Agreed:

 /s/
J. Czuczman

cc: I. Monroe
D. Biggs

ATTACHMENT M-1

August 23, 1995

Mr. John Czuczman
Vice Chairman
Amtrak Service Workers Council
c/o Transport Workers Union of America
80 West End Avenue
New York, NY 10023

Dear Mr. Czuczman:

This is in reference to our Letter Agreement dated August 21, 1995 concerning NEC TA positions.

It was agreed that if a position goes no bid, we would force assign the senior furloughed TA at the New York Crew Base. Regular assigned or extra board TA will not be force assigned unless they stand to be furloughed,

Very truly yours,

 /s/
L. D. Miller
Director
Labor Relations

I agree:

 /s/
J. Czuczman

ATTACHMENT N
AGREEMENT
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
AMTRAK SERVICE WORKERS COUNCIL

RULE "G" BYPASS AGREEMENT

The parties to this agreement recognize that the use of alcohol and/or drugs is a serious problem within the railroad industry. Amtrak and the Amtrak Service Workers Council in an effort to help the apparent Rule "G" violator retain an employment relationship and seek rehabilitation, jointly consider a change in the Rule "G" policy desirable. The objective of this Agreement is to encourage mutual cooperation between labor and management in addressing alcohol and drug use problems in the railroad industry.

1. If an employee believes that another employee may be in an unsafe condition, such employee may immediately contact an Amtrak officer. If the Amtrak officer, upon investigation, determines there is an apparent violation of Rule G, the employee will be removed from service.

It is understood that when a removal from service takes place, transportation will be furnished back to the employee's home. If the employee does not have the means to return to his Headquarters, he or she will be furnished transportation by Amtrak.

2. Once an employee has been relieved from service under paragraph (1), he or she must contact Amtrak's Employee Assistance Program (EAP) Counselor within five (5) working days of the removal from service. If the employee contacts the EAP Counselor and accepts counseling, he will be paid for the full tour of duty as a result of his or her removal from service.
3. If the employee does comply with the requirements set forth in paragraph (2), and the EAP Counselor determines that the employee is not in need of counseling, the employee will be returned to service not later than forty-eight (48) hours unless a physical examination is required. There will be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph (2) unless the forty-eight (48) hours for return to service is exceeded.
4. If the employee does comply with the requirements set forth in paragraph (2), and the EAP Counselor determines that the employee is in need of employee assistance, and the employee accepts counseling, then the employee will be returned to service upon a favorable recommendation from the EAP Counselor. Successful completion of a physical examination

will be required if the employee has been off more than 30 days. In addition, the employee will be subject to such continuing review and testing, as stated in his/her treatment plan, as deemed appropriate by and only under the direction of the EAP Counselor through the treatment facility for up to two years to ensure the effectiveness of treatment. If a subsequent test conducted as part of the treatment plan under the discretion of the EAP Counselor through the treatment facility is positive, the employee will be removed from service and required to reenter treatment or counseling, and will again be subject to continuing review and testing for a two-year period commencing upon the completion of treatment. An employee will be permitted no more than two reenters after the initial enrollment in the EAP. There will be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph (2).

5. If the employee does not comply with the requirements set forth in paragraph (2) or does not accept counseling as provided in paragraph (4), he must lay off and, if he so desires, may request a formal investigation. Such request must be made within five (5) working days of the day removed from service. If the employee does not request an investigation and is off, he must request a leave of absence prior to the expiration of fifteen (15) calendar days. One 45-day leave of absence will be granted. If at the end of this period, the employee still has not contacted an EAP Counselor or does not accept counseling, if required, all regular rules of the agreements will apply.
6. The employee(s) who originated the action as provided in paragraph (1) will not be called as a witness(s) if a formal investigation is held.
7. This Agreement will apply one time within ten years to each employee covered by this Agreement. Thereafter, all regular rules of the agreements will apply.
8. If and when disagreements arise as a result of interpretations of the foregoing Agreement, a committee elected by General Chairmen of the Amtrak Service Workers Council and the Senior Director of Labor Relations of Amtrak will meet as expeditiously as is practicable to resolve any matters in dispute.
9. The rules of the Agreements between the National Railroad Passenger Corporation and the Amtrak Service Workers Council are modified as provided by this Agreement.

10. This Agreement is effective and may be terminated by either party upon service of five (5) days written notice upon the other party.

Signed this **21** day of **August 1989**.

FOR THE AMTRAK SERVICE
WORKERS COUNCIL

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

/s/ Isaac R. Monroe, Acting VC

E. Monroe
Vice Chairman

/s/ C. B. Thomas

C. B. Thomas
Senior Director
Labor Relations

 /s/

J. Czuczman
Vice Chairman

APPROVED:

 /s/

J. M. Parker
Chairman

AGREEMENT
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
AMTRAK SERVICE WORKERS COUNCIL

PREVENTION PROGRAM COMPANION AGREEMENT

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

1. An employee charged with violating Rule G will be eligible to enroll in the Employee Assistance Program (EAP), and will not be disciplined (other than loss of pay for time held out of service) for the Rule G violation provided:
 - a. The employee has had no Rule G violation on his or her record for at least ten (10) years; and
 - b. The employee has not participated in the Rule G EAP for at least ten (10) years; and
 - c. The incident giving rise to the Rule G charge did not involve significant rule violations other than Rule G; and
 - d. Waives investigation of the Rule G charge.
2. The employee must contact the EAP counselor within 5 working days of electing to participate in the EAP.
3. After being contacted, the EAP Counselor shall evaluate the employee to determine whether or not the employee may safely be returned to service and the course of treatment which the employee should follow.
4. If the evaluation indicates that the employee may safely be returned to service, he or she will be returned to service on a probationary basis for a period of two years and will be subject to periodic alcohol and/or drug tests during that time as determined by and only under the direction of the EAP Counselor. Following return to service, the employee must follow the course of treatment established by the counselor during the probationary period.
5. If the evaluation indicates that the employee may not safely be returned to service, he or she will be given a leave of absence until subsequent evaluation(s) indicate that it is safe to return the employee to service on a probationary basis as described in paragraph 4 above.

6. If, at any time during the 24-month probationary period, the employee fails to follow the course of treatment established by the EAP Counselor or fails a periodic alcohol and/or drug test required by the Counselor, Amtrak will remove the employee from the EAP. If the employee has been returned to service, Amtrak will, remove employee from service and the employee will be subject to an investigation in accordance with Rule 19 and are subject to dismissal.
7. An employee may withdraw from the EAP at any time by notifying, in writing, the EAP Counselor and the Amtrak Officer who signed the Rule G charge. If the employee has been returned to service, Amtrak will remove the employee from service and the employee will be subject to an investigation in accordance with Rule 19 and subject to dismissal.
8. If the employee successfully completes the EAP Program, a notation to that effect will be placed on the employee's personal record and the employee's probationary status will terminate.
9. No claims will be progressed by or on behalf of the employee based on time lost as a result of the incident leading to the employee's participating in the Rule G Employee Assistance Program.
10. This Agreement is effective 21 August 1989 and may be terminated by either party upon service of five day's written notice upon the other party.

Signed this 21st of **August 1989**.

FOR THE AMTRAK SERVICE
WORKERS COUNCIL

/s/ Isaac R. Monroe, Acting VC
E. Monroe
Vice Chairman

 /s/
J. Czuczman
Vice Chairman

APPROVED:

 /s/
J. M. Parker
Chairman

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

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

August 21, 1989

Mr. J. M. Parker
Chairman
Amtrak Service Workers Council
3 Research Place
Rockville, MD 20850

Mr. E. Monroe
Vice Chairman
Amtrak Service Workers Council
1130 S. Wabash Avenue, Suite 405
Chicago, IL 1 60605

Mr. J. Czuczman
Vice Chairman
Amtrak Service Workers Council
80 West End Avenue
New York, NY 10023

Gentlemen:

For the purposes of the application of the Bypass Agreement and the Companion Agreement, any participation in the EAP program as Rule G violation prior to March 1, 1986 will not be considered in determining eligibility for entry into the program under the agreement signed this date.

If you agree, indicate your concurrence by signing in the spaces provided.

Very truly yours,.

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

ACCEPTED:

/s/ Isaac R. Monroe, Acting VC
E. Monroe
Vice Chairman

8-21-89
Date

/s/ J. Czuczman
J. Czuczman
Vice Chairman

8-21-89
Date

APPROVED:

/s/ J. Parker
J. Parker
Chairman

8-21-89
Date

August 21, 1989

Mr. J. M. Parker
Chairman
Amtrak Service Workers Council
3 Research Place
Rockville, MD 20850

Mr. E. Monroe
Vice Chairman
Amtrak Service Workers Council
1130 S. Wabash Avenue, Suite 405
Chicago, IL 1 60605

Mr. J. Czuczman
Vice Chairman
Amtrak Service Workers Council
80 West End Avenue
New York, NY 10023

Gentlemen:

During the period an employee is out of service in a recovery program under the terms of the Bypass or Companion Agreement, he/she will be allowed to rearrange his or her vacation and any personal days due to coincide with the treatment program.

If you agree, indicate your concurrence by signing in the spaces provided below.

Very truly yours,

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

ACCEPTED:

/s/ Isaac R. Monroe, Acting VC
E. Monroe
Vice Chairman

8-21-89
Date

/s/ J. Czuczman
J. Czuczman
Vice Chairman

8-21-89
Date

APPROVED:

/s/ J. Parker
J. Parker
Chairman

8-21-89
Date

August 21, 1989

Mr. J. M. Parker
Chairman
Amtrak Service Workers Council
3 Research Place
Rockville, MD 20850

Mr. E. Monroe
Vice Chairman
Amtrak Service Workers Council
1130 S. Wabash Avenue, Suite 405
Chicago, IL 1 60605

Mr. J. Czuczman
Vice Chairman
Amtrak Service Workers Council
80 West End Avenue
New York, NY 10023

Gentlemen:

During the negotiation of the Operation RedBlock Agreements it was understood that Amtrak would compensate in pay or "make-up" hours members of the Prevention Teams for time lost on their assignment while involved in Company sponsored Operation RedBlock training. Employees who attend this training on their day off will be paid eight hours at the straight time rate. Union and local management will cooperate in scheduling assignments to allow members of the Prevention Teams to attend training sessions.

Very truly yours,

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

ATTACHMENT O

**AGREEMENT
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
AND
ITS EMPLOYEES REPRESENTED BY
AMTRAK SERVICE WORKERS COUNCIL**

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 **18th** day of **March 1994**.

For:

For:

National Railroad
Passenger Corporation

Amtrak Service Workers Council

/s/

/s/
Isaac R. Monroe
Chairman

/s/
Daniel L. Biggs
Vice Chairman

/s/
John Czuczman
Vice Chairman

ATTACHMENT P

December 9, 1997

Gentlemen:

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

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

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

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

Very truly yours,

Joseph M. Bress
Vice President
Labor Relations

ATTACHMENT Q

October 28, 1996
File: LAX-ASWC-AGMT

Mr. Michael Davis
Vice General Chairman
Transportation Communication Union
808 North Spring Street, Suite 209
Los Angeles, CA 90012

Dear Mr. Davis:

This is in confirmation of our discussions pertaining to the establishment of a special on board position to be assigned to train 511, continuation of the Coast Starlight operating between Oxnard and San Diego, and Los Angeles.

It is agreed that a regular and a relief position will be advertised to work this assignment. That said position(s) will perform service as an LSA (Lead Service Attendant) while working on train 511 (southbound) and as a Train Attendant (coach) while working on north bound San Diegan trains.

It is further agreed that said position will be compensated at the LSA rate for all hours worked in conjunction with this position.

When performing service as a Train Attendant on northbound San Diegan service the incumbent will be assigned to Superliner equipment and will perform all functions related to the Train Attendant position on long haul service.

While performing service as an LSA on the southbound section of this assignment, the incumbent will be responsible for performing all duties related to revenue food and beverage service associated with the LSA position.

This agreement may be cancelled by either party upon fifteen (15) days written notice.

Very truly yours,

I concur:

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

/s/ Michael Davis
Vice General Chairman
Transportation Communications
Union

ATTACHMENT R**Manning as of February 15, 2004**

Train No.	Position							Total
	Chef	FS	LD	LS	SA	TC	TS	
1/2	1	2	1	1	2	1	2	10
3/4	1	1	1	1	2	1	2	9
5/6	1	1	1	1	2	1	2	9
7/8	1	1	1	0	2	1	2	8
11/14	1	2	1	2	3	2	2	13
19/20	1	1	1	1	2	1	2	9
21/22	1	1	1	1	2	1	2	9
29/30	1	1	1	1	2	1	2	9
48/49	1	1	1	1	2	2	1	9
59/58	1	1	1	1	2	1	2	9
92/91	1	1	1	1	2	2	2	10
97/98	1	1	1	1	2	2	2	10

February 23, 2007

Mr. Ron Kloos
 Chairman
 Amtrak Service Workers Council
 3 Research Place
 Rockville, MD 20850

Mr. Roger Harris
 Vice Chairman
 Amtrak Service Workers Council
 1130 S. Wabash Avenue, Suite 201
 Chicago, IL 1 60605

Mr. Gary Maslanka
 Vice Chairman
 Amtrak Service Workers Council
 1700 Broadway 2nd Floor
 New York, NY 10019

Gentlemen:

This refers to our discussions concerning the revised Amtrak Service Workers Council (ASWC) Agreement. It is not the intent of the parties to change or delete any agreements in effect as of February 23, 2007 by the current revision. In the event of an omission or error, the parties agree to meet to make the necessary changes.

Very truly yours,

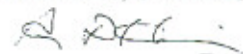


L. D. Miller
 Director, Labor Relations

Agreed:



Ron Kloos, Chairman, ASWC



Roger Harris, Vice Chairman, ASWC



Gary Maslanka, Vice Chairman, ASWC