AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And
Its Employees

Represented By

Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices

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

Effective: February 1, 1977
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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 employe with regard to race, color, religion, sex, national origin, age, handicap, or sex orientation. Consideration of the qualifications of candidates for employment, promotion or transfer will be based on qualifications which are job related.

RULE 1 - CLASSIFICATION OF WORK

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

Article IV - Incidental Work Rule - 7/20/92 Agreement
Section 1

The coverage of the Incidental Work Rule is expanded to include all shopcraft employees represented by the JCC and shall read as follows:

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

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

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

Section 2

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

RULE 2 - SENIORITY

(a) Seniority begins at the time the employes' pay starts within the class in which employed, provided they qualify for a position in that class. Employes entering the mechanic's class without previous seniority as a helper or coach cleaner shall have the same seniority date in such lower classes as in the mechanic's class. Employes entering the helper class without previous seniority in the coach cleaner class shall have the same seniority date in the coach cleaner class.

(b) Employes voluntarily leaving the service will forfeit all seniority, and if they re-enter the service will be considered as new employes.

(c) Where 2 or more employes start at the same time on the same day, they shall be ranked in alphabetical order according to their last names. If 2 or more employes on the same roster acquire seniority in a higher class on the same day, their relative rank in the higher class shall be the same as in the class from which promoted.

(d) 1. Employes covered by this Agreement who are promoted after December 31, 1986, 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.

2. Employes covered by this agreement who were promoted prior to January 1, 1987, 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.

3. An official, supervisory or excepted employe 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 paragraphs 4 a, b, and c of Appendix B shall be applicable.

4. Official, supervisory or excepted employes who retain seniority and are returned to the ranks of shop craft employes may, within five (5) working days exercise seniority over any junior employe in their craft in the district in which they hold seniority. Other employes displaced as a result thereof may exercise seniority in accordance with the applicable provisions of the Agreement.

(e) Employes promoted to official, supervisory or excepted positions who are subsequently removed from such positions by the Company (other than through dismissal for cause) may displace any employe with less seniority or may bid on a bulletined vacancy on the seniority roster from which promoted.

(f) Employes promoted to official, supervisory or excepted positions who are permitted to return to the ranks of shop craft employes may, within five (5) working days, exercise seniority over

any junior employe in their craft in the district in which they hold seniority. Employes displaced as a result thereof may exercise seniority in the same manner.

(g) The seniority of employes shall automatically terminate, and employes may retire from service, as provided by the Railroad Retirement Act, but in no event will such retirement be later than the end of the month following the month in which their 70th birthday occurs. Any monetary claim pending prior to employes' retirement under this Rule shall not be affected thereby.

(h) Employes maintaining seniority in more than one classification must hold a regular assignment in the higher classification. If the employe elects voluntarily to bid down to a position carrying a lesser rate of pay, the employe will lose his seniority on the roster carrying the higher rate. This does not apply to an employe who due to displacement or furlough, can only work in a lower rated position, or who as a result of a physical disability can no longer maintain a higher rated position. Hardship cases will be reviewed and agreed upon by Local Agreement.

(i) The seniority of any employe whose seniority under an agreement with the JCC is established after December 15, 1986 and who is furloughed for 365 consecutive days will be terminated if such an employe has less than three (3) years of seniority. The "365 consecutive days" shall exclude any period during which a furloughed employe receives compensation pursuant to an ICC employe protection order or an employe protection agreement or arrangement.

RULE 3 - VALIDATING APPLICATIONS

(a) Applications for newly-hired employes shall be approved or disapproved within six (6) months[1] after applicants begin work. If applications are not disapproved within the six (6) month period, the applications will be considered as having been approved. Applicants shall, within six (6) months from date of employment, if requested, have returned to them all documents which have been furnished to the Corporation.

During the Validating Application period, probationary employees may perform work and/or train on various assignments, which may or may not be bulletined.

(b) In the event of applicants giving materially false information, the six (6) months time limit shall not apply; and the employe may, within the first year of employment, be terminated without an investigation. If the employe can prove he did not supply false information, the employe or his organization can grieve under Rule 24.

RULE 4 - SENIORITY ROSTER

(a) A seniority roster showing name, job category, location, and seniority date and date entered service of all employes within the seniority district will be posted in places accessible to all employes and appropriate designation shall be placed before such names to properly designate their status.

(b) The rosters will be revised and posted in January of each year and will be open to protest for a period of 60 days from date of posting and upon presentation of proof of error by employes,

1 November 19, 2010 Letter Agreement increased period from 90 days to 6 months for all employees hired on or after October 20, 2010.

or their representative, such error shall be corrected; except that in case of employes off on leave of absence, vacation, sickness, disability or suspension, at the time the roster was posted, this time limit will apply from the date the employes return to duty. Protests on seniority dates for correction will be confined to names added or changes made since posting the previous roster. The duly accredited representative shall be furnished a copy of the rosters at the time they are posted.

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

RULE 5 - PROMOTIONS

Employes covered by this Agreement will be considered for promotion to positions of Foreman. However, this will not preclude the Corporation from hiring qualified Foremen from outside the Corporation.

RULE 6 - BULLETIN AND ASSIGNMENT

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

(b) Day-to-day vacancies (not including vacation vacancies) caused by the absence of regular assigned employes in positions of Mechanics and Helpers covered by this agreement, positions for which no bids are received, and positions temporarily vacant pending award (initial advertising period) may be filled by qualified employes covered by this Agreement in the following manner.

1. Except as provided in paragraph 2 hereof, qualified mechanics working on the trick, at the location and in the craft where such vacancies exist will be assigned in inverse seniority order.

2. In the event junior mechanics are working positions which must be filled, such employes will be permitted to remain on such positions and the next junior qualified employe shall be assigned to the vacancies in accordance with paragraph 1 hereof.

3. Subsequent vacancies created by following the procedure described in paragraphs 1 and 2 above, may be filled with any qualified employe not holding regular bulletined positions.

NOTE: The Corporation's liability for violation of the foregoing procedure for filling vacancies is limited to one payment to the employe adversely affected (either the employe passed over or the employe erroneously moved) equal to the amount he

would have earned had he been properly assigned. For example, if a claim is filed on behalf of an employe improperly used to fill such a vacancy, the claim would be for the actual hours used off his regular assignment, in addition to the actual amount earned. If the claim is for the employe who should have been moved, it will be for the difference in rate, if any.

4. Vacancies created by following the procedure described in points 1-3 above, may be filled with any qualified employe not holding regular bulletined positions.

5. Day to day vacancies may also be filled in accordance with local agreements.

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

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

(d) Employes filling temporary vacancies shall assume the rest days of the assignment of the short vacancies.

(e) Employes desiring bulletined positions shall file their applications with the officer whose name is signed to the bulletin, sending a copy to the Local Chairman. Employes may not withdraw their applications after the close of bulletin period. A bulletin of assignment, designating the successful applicants, shall be posted at all places where the positions were bulletined.

(f) Employes awarded bulletined positions shall be promptly transferred to such assignments. Employes transferring from positions on one shift to positions on another shift by award shall receive an additional 8 hours pay at the straight time rate for the positions they were awarded for each day they are required to work their former positions subsequent to the deadline provided in Paragraph (a) of this Rule.

(g) Employes transferring from one position to another position on the same shift by award shall receive an additional 3 hours pay at the straight time rate of the positions they were awarded for each day they are required to work on their former positions subsequent to the deadline provided in Paragraph (a) of this Rule.

(h) Employes who change from one shift to another as a result of being displaced by senior employes will be paid overtime rates for the first shift of each change.

(i) Employes who bid for, and are awarded, bulletined positions cannot bid for the positions they have just vacated until same have been advertised a second time, unless such employes have been displaced from the positions they have been awarded or unless no bids are received for the positions they have just vacated.

(j) A standard form shall be used for all bulletins covering new positions, vacancies, assignments, change in assigned hours and/or days, reduction in force and seniority roster. Standard forms are specified in Appendix D.

(k) Copies of all vacancy and assignment bulletins shall be furnished to the Local Chairman.

(l) When coach cleaners are compelled to work another coach cleaner position due to the absence of the regular employe, such position will first be offered in seniority order to the coach cleaners working on the trick at the location, and if they all decline the assignment, the junior coach cleaner working on the shift will be assigned. If this procedure is not followed, the penalty provision of Rule 6 will be applicable (see also Appendix X).

RULE 7 - TEMPORARY PROMOTIONS

(a) Should employes covered by this Agreement be assigned temporarily to fill the place of Foreman, in lieu of their regular assignment, they will be paid the rates of the Foremen whose places they are filling, if the Foremen's rate is higher.

(b) If required to fill lower rated jobs, in lieu of their regular assignment, they will be paid their own rates of pay.

(c) Employes assigned temporarily to fill the place of Foreman, who also work their regular assignment for the day, will be paid at the employe's overtime rate for all hours worked as temporary Foreman, outside their regular working hours, if such rate is higher than the Foreman's rate of pay.

RULE 8 - FAILURE TO QUALIFY

(a) Employes, after being awarded bulletined positions or permitted to exercise displacement rights, will be allowed 20 working days in which to demonstrate their ability to competently perform the job. Employes who are disqualified must immediately return to their former positions unless they have been abolished or permanently filled by senior employes, in which event they may exercise seniority over any junior employes, or any positions bulletined during their qualifying period to which their seniority entitles them.

(b) Employes may be removed from positions at any time during the 20 day qualifying period if it becomes apparent that they do not possess the necessary ability and fitness to permit them to qualify. If employes feel they have been unjustly removed under this Rule they may grieve under Rule 24.

(c) Employes will be given full cooperation of supervisors and employes in their efforts to qualify for positions.

RULE 9 - REDUCING AND INCREASING FORCES

(a) In reducing forces, seniority rights shall govern. Except as otherwise provided in Section (b) of this Rule, at least five (5) working days advance notice, exclusive of the date of notice, shall be given employes affected in reduction of forces or in abolishing positions. A copy of such notice shall be posted on bulletin boards with a copy to the local chairman. Employes whose

positions are abolished will within the five (5) day notice period, exercise their seniority rights to displace junior employes effective with the date of the abolishment. Employes displaced will exercise their seniority rights within two (2) working days. Employes who do not possess sufficient seniority to displace junior employes shall be in furloughed status. Failure to exercise seniority within the time frame above shall subject the employe to assignment by management to any available position or work or to being required to displace the junior employe at the location.

When an employe chooses to displace to where there are substantially the same or identical positions with the same hours and rest days and under the same immediate supervisor, the employe must displace the junior employe.[2]

(b) Advance notice before abolishing positions or making force reductions is not required under emergency conditions such as flood, snow storm, hurricane, tornado, earthquake, fire or strike, provided that such conditions result in suspension of the Company's operations in whole or in part. Such force reductions will be confined solely to those work locations directly affected by any suspension of operations. Notwithstanding the foregoing, employes who are affected by an emergency force reduction and report for work for their positions without having been previously notified not to report, shall receive 4 hours pay at the applicable rate for their positions. If employes work any portion of the day, they will be paid in accordance with existing rules. Upon termination of the emergency conditions, all positions and incumbents thereof shall be restored to the status prevailing prior to the emergency.

(c) After employes are reduced to furloughed status, the employes shall promptly notify the Company of any change of address, with copy to the Local Chairman.

(d) When forces are increased or vacancies occur, furloughed employes shall be notified by certified mail, with a copy to the Local Chairman, and required to return to service in the order of their seniority rights, except as specified and modified in (e) and (f) below, and such employes, who are qualified for the position, shall be used on a seniority basis to fill short vacancies and positions pending assignment by bulletin.

(e) Furloughed employes shall be called in seniority order to fill new positions or vacancies for which no applications are received. Furloughed employes failing to return to service within 7 calendar days after being notified (by certified mail or telegram sent to the last address given) will be considered out of service unless they present sufficient proof that circumstances beyond their control prevented such return.

(f) Furloughed employes desiring to waive their right to return to service on vacancies of less than 30 calendar days duration may do so by filing written notice with the proper Company official and the Local Chairman. Such notice may be canceled in the same manner. Employes who waive the right to return to service to a position of less than 30 days, and are recalled, will be guaranteed 30 calendar days of employment.

(g) When in the opinion of the management and the local committee the duties of any position are so changed that the occupants cannot satisfactorily perform them, they shall have the right to

[2] Article VI (B), July 20, 1992 Mediation Agreement

exercise displacement rights to positions held by junior employes. This Rule will likewise have application when an employe's physical condition becomes such that they can no longer perform their regular duties.

(h) Except as provided in Section (b) above, if positions are abolished and restored within 7 calendar days, incumbents will be restored to those positions and compensated for any time lost. Other employes affected by such abolishments will be treated in the same manner.

(i) Furloughed employes laid off in forced reductions will be given privilege of transferring to other points when employes are needed. Employes desiring to avail themselves of this privilege will make their desires known and will state their preference as to the point or points at which they wish consideration. They will be permitted to return to their home point when force is increased, such transfer to be made without expense to the Company. In case more than one employe at a point files notice of desire to transfer under this Rule, the senior employe will be given preference.

(j) A standard transfer form shall be used for all requests in the application of this Rule. The standard form is specified in Appendix G.

(k) Employes transferring under this Rule, whether taking the place of absentees, filling vacancies or new jobs, shall take rank behind all employes in service at the point to which transferred and will retain seniority at the point from which transferred until 30 days after date of restoration of forces at point of former employment, seniority to govern.

RULE 10 - TRANSFER OF WORK-ABANDONMENT OF FACILITIES

(a) The protective benefits of Appendix C-2 of the Rail Passenger Service Act, as amended[3], or Title V (where applicable) shall be applicable, as more specifically outlined below, with respect to employes who are deprived of employment or placed in a worse position with respect to compensation and rules governing working conditions as a result of any of the following changes in operations:

(1) Transfer of work across seniority district lines;

(2) Abandonment or discontinuance, in whole or in part, of facilities for 6 months or more;

(3) Consolidation of 2 or more separate facilities.

(b) Whenever the Company contemplates making a change in operation for any of the reasons listed in Section (a) of this Rule, the provisions of Article III of Appendix C-2 shall apply.

(c) When positions are abolished as a result of changes in Amtrak's operations for any of the reasons set forth in Section (a) of this Rule, and all or part of the work of the abolished positions is transferred to another location or locations, the selection and assignment of forces to perform the work in question shall be provided for by agreement of the Chairman of the Joint Council and the Director of Labor Relations establishing provisions appropriate for application in the particular case; provided, however, that under the terms of the agreement sufficient employes will be required to accept employment within their classifications so as to insure a force

[3] As amended in particular by the **Mittenthal Arbitration Award**, October 29, 1999

adequate to meet the Corporation's requirements. In the event of failure to reach such agreement, the dispute may be submitted by either party for settlement as provided in Article III of Appendix C-2.

RULE 11 - WORKDAY AND WORKWEEK

(a) Except as otherwise provided in this Agreement, 8 consecutive hours work in a 24 hour period, exclusive of the meal period, shall constitute a day's work.

(b) The workweek shall be 40 hours, consisting of 5 days of 8 hours each, with 2 consecutive days off in each 7.

(i) Amtrak may establish four-ten hour or five-eight hour workdays for planned Maintenance of Equipment work where performed – Overhaul, Preventive Maintenance, LCPM, etc. (Maintenance of Equipment work such as running maintenance and inspection will still require agreement with the General Chairman). [4]

(ii) Rest Days must include Saturday and Sunday

(iii)Start time may begin as early as 5 AM.

(c) On positions the duties of which can reasonably be met in 5 days of 8 hours each, the days off shall be Saturday and Sunday.

(d) Where the nature of the work is such that employes will be needed 6 days each week, the appropriate number of consecutive rest days shall be assigned on Friday, Saturday, Sunday or Monday.

(e) Where the nature of the work is such that employes will be needed 7 days per week, any 2 consecutive days may be the rest days with the presumption in favor of Saturday and Sunday or Friday and Saturday or Sunday and Monday.

(f) All possible regular relief assignments with 5 days of 8 hours of work and 2 consecutive rest days, or 4 days of 10 hours of work and 3 consecutive rest days, shall be established to do the work necessary on rest days of assignments in 6 and 7 day service or combinations thereof. The bulletin will provide that such employes may also be used to perform work on other days as may be assigned under this Agreement in order to produce 40 hours of work per week. Assignments for regular relief positions may, on different days, include different starting times, duties and work locations, provided they take the starting time, duties and work locations of employe or employes whom they are relieving.

(g) The term "workweek" for regularly assigned employes shall mean a week beginning on the first day on which the assignment is bulletined to work.

(h) The term "workday" shall mean a 24 hour period beginning with the start of the tour of duty of an assignment. (See also Appendix N - Auto Train Agreement)

4 November 19, 2010 Letter Agreement.

RULE 12 - STARTING TIME

(a) (1) There may be one, two or three shifts employed. The starting time of any shift shall be arranged by mutual understanding between the local officer and the local union representative based on actual service requirements; otherwise the provisions of paragraph (2) will apply.

(2) When one (1) shift is employed, the starting time shall not be earlier than 6:00 a.m. nor later than 8:00 a.m. When two (2) shifts are employed, the second shift shall start immediately following the first shift. When three (3) shifts are employed, the third shift shall start immediately following the second shift.

In establishing the starting and quitting time for the employes on the various shifts, the economy and efficiency of the service shall receive first consideration, and when starting any shift within the time limits specified in this regulation would necessitate the use of an otherwise unnecessary additional shift, the normal starting time may be departed from. When requirements of the service necessitate, lapped shifts may be established but shall not be resorted to when other equally economical arrangements can be made.

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

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

Designated Position Start Times[5]

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

Location	Carmen	Coach Cleaners
New York	12	30
Chicago	30	50
Los Angeles	15	12
Seattle	3	5
Total	60	97

[5] December 15, 1998 Letter No. 1

RULE 13 - OVERTIME

All work on holidays, rest days, or outside of regular bulletined hours will be paid for at the rate of time and one-half except as may be provided in rules hereinafter set out. The Auto Train Agreement is modified to pay overtime in accordance with this Rule.

(a) Service performed by regular assigned hourly or daily rated employes on the second rest day of their assignments shall be paid at double the basic straight-time rate provided that they have worked all the hours of their assignments in that workweek and have worked on the other rest days of their workweek[6], except that emergency work paid for under the call rule (paragraph (c) hereof) will not be counted as qualifying service under this rule nor will it be paid for under the provisions hereof.

(b) Employes will be allowed time and one-half on a minute basis for service performed continuously in advance of the regular working period with a minimum of 1 hour. Except in emergencies, the advance period will not be more than 1 hour. For continuous service after regular working hours, employes will be paid time and one-half on the actual minute basis with a minimum of 1 hour for any such service performed.

(c) Employes called or required to report for work outside of and not continuous with regular bulletined hours will be paid a minimum of 4 hours at straight time rates.

(d) Except as otherwise provided for in this rule, all overtime beyond 16 hours service in any 24 hour period, computed from the starting time of the employe's regular shift, shall be paid for at rate of double time until relieved.

(e) Employes working continuous overtime which results in their returning to their regular assignments without having been relieved will be paid double time if used, if not used on their regular assignments, the employes will be paid straight time rate for the hours of their regular assignments.

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

(g) Bank Time

(1) Carmen & Coach Cleaners, at their option, may elect to accept compensatory time off in lieu of the overtime premium. The straight-time portion of overtime will be paid and the half-time portion of overtime will be accrued in a compensatory time bank. Employes may not accrue more than 40 hours in the compensatory time bank. Compensatory time off will be paid for at the pro-rata rate of the employee’s regularly assigned position.

6 For employees with a 4 day workweek, double time will be paid on the third rest day subject to the same conditions as the second rest day.

(i) For employees hired before October 18, 2010, compensatory time taken is limited[7] to no more than eighty (80) hours in a calendar year, beginning in 2011.

(ii) For employees hired on or after October 18, 2010, compensatory time taken is limited to no more than forty (40) hours in a calendar year, beginning in 2011.

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

* If the employe desires to take 40 hours of compensatory time off at one time (as a full week), the employe must provide 60 days advance notice.

* Single days may be taken upon 48 hours' advance notice from the employe to the proper carrier supervisor.

* Up to two (2) 8-hour segments of compensatory time may be taken in a year without advance notice requirements other than that the employe give notice before the beginning of the shift.

* For Holiday Pay qualification, Bank Time will be considered the same as vacation and the first work day preceding or following the employee's Bank Time, as the case may be, will be considered as the qualifying day for holiday purposes[38].

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

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

RULE 14 - MEAL PERIOD

(a) Except as provided in paragraphs (d) and (e) of this Rule, the meal period shall be 30 minutes.

(b) When a meal period is allowed, it shall be regularly assigned between the beginning of the fifth and the ending of the sixth hour after starting work, unless otherwise agreed to between the Corporation and the duly accredited representative, and the meal period shall not be changed without at least 36 hours' advance notice to employes affected, except that employes having assigned meal periods of 30 minutes whose work assignments are dependent on train movements may have their meal periods advanced or deferred 30 minutes daily when such changes are the result of train arrivals or departures.

(c) Employes required to work any part of the meal period will be paid therefor, on the minute basis at the rate of time and one-half, and in the event there is not 20 minutes time within the assigned period, 20 minutes in which to eat will be allowed at the first opportunity without deduction in pay therefor.

7 November 19, 2010 Letter Agreement.
8 June 21, 2010 Settlement Agreement, Section 3, paragraph (b)

(d) Assignments of 8 consecutive hours without meal period may be established, in which case not less than 20 minutes shall be allowed in which to eat, without deduction in pay. At locations where 3 consecutive shifts are worked, the 20 minute meal period will be allowed.

(e) Employes required to work more than 3 hours beyond their regular bulletin hours will be allowed a reasonable time off with pay for a meal which will be provided at the expense of the Company. Subsequent meal periods, with meals provided at the expense of the Company, will be allowed at 5 hour intervals following the termination of preceding meal period. No allowance will be made under this rule for the first meal period on an employe's rest day.

(f) Employees required to work more than three (3) hours before the start of their regular bulletin hours will be allowed reasonable time off with pay for a meal period which will be provided at the expense of the company.[9]

RULE 15 - ROAD SERVICE

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

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

(b) Employes shall be reimbursed for authorized transportation expense, and, if authorized to use personal automobile, the driver shall be allowed mileage at the rate authorized by the Internal Revenue Service by the most direct route between the points traveled.

(c) Employes performing service away from their headquarters who are directed not to return to their headquarters or residence on any day shall be reimbursed for the actual necessary expense of meals and lodging.

RULE 16 - ATTENDING COURT-TEMPORARY COMPANY SERVICE

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

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

[9] June 2, 1980 Letter Agreement

(b) Employes shall be reimbursed for authorized transportation expenses and, if authorized to use personal automobile, the driver shall be allowed mileage at the rate authorized by the Internal Revenue Service by the most direct route between the points traveled.

(c) Employes required to travel to a point 60 or more miles from their headquarters and from their place of residence for 2 or more consecutive days, shall be allowed actual necessary expenses for meals and lodging expense incurred. Receipts for lodging must accompany expense claims.

(d) Employes required to travel to a point more than 30 but less than 60 miles from their headquarters and their place of residence shall be allowed meal expenses incurred not to exceed two meals per day.

(e) Employes taken from their assigned duties during assigned hours at the request of the company to perform temporary service, attend court or appear as witnesses at hearings or investigations for the Company, will be allowed compensation equal to what would have been earned had such interruption not taken place.

(f) Employes who perform their regular assigned duties and then perform temporary service, attend court or act as witnesses at the direction of the company outside of their assigned hours, on a rest day or on a holiday, shall be paid in accordance with Rule 13.

(g) Employes held away from their headquarters at the direction of the Company, on assigned rest days or holidays in accordance with this Rule, shall be allowed a minimum of 1 day at pro-rata rate for each such day.

RULE 17 - JURY DUTY

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

(1) An employe must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(2) The number of days for which jury 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 employe is entitled to vacation or holiday pay.

(4) When an employe is excused from railroad service account of jury duty the carrier shall have the option of determining whether or not the employe's regular position shall be blanked, notwithstanding the provisions of any other rules.

(5) Except as provided in paragraph (6), an employe 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 employe is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

RULE 18 - SUPPLEMENTAL SICKNESS BENEFIT PLAN

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

RULE 19 - COMPASSIONATE LEAVE

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

Q-l: How are the three calendar days to be determined?

A-1: An employe will have the following options in deciding when to take bereavement leave:

a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employe is scheduled to report for duty;

b) three consecutive calendar days, ending the day of the funeral service; or

c) three consecutive calendar days, ending the day following the funeral service.

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

Example: Employe has a work week of Monday to Friday off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employe would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Q-3: An employe working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

A-3: A maximum of two days.

Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

A-4: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employe's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-5: Would an employe be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

RULE 20 - LEAVE OF ABSENCE

(a) Employes will be granted reasonable leaves of absence when they can be spared without interference to the service. Except for physical disability or as otherwise provided in this Rule, leaves of absence in excess of 90 days in any calendar year shall not be granted unless by agreement between the officer designated by the Company and the designated representative of the Organization.

(b) Employes absent on leave who are found, after formal investigation, to have engaged in other employment, shall forfeit their seniority and be considered out of service, unless special arrangements shall have been made with the official granting the leave of absence and the designated representative of the Organization.

(c) Employes who fail to report for duty at the expiration of leave of absence shall forfeit their seniority rights and be considered out of service unless the employes present sufficient proof that circumstances beyond their control prevented such return. In such case, the leave will be extended to include the delay.

(d) Employes granted a leave of absence of 5 or more days desiring to return from such leave before the expiration thereof shall be permitted to do so upon 48 hours' written advance notice to the supervisor with copy to the designated representative of the Organization.

(e) Employes of the Company who become full-time duly accredited representatives of the employes of the Company or are employed exclusively by the Union shall be considered on leave of absence until 30 days after release from such employment.

(f) Other duly accredited representatives of the employes shall be granted necessary time off for investigations, consideration and adjustment of grievances, negotiations, or to attend meetings of employes.

(g) Employes retired under the disability provisions of the Railroad Retirement Act shall retain seniority until they attain the age of 65 years at which time their names will be removed from the seniority roster. Should they recover sufficiently to resume service prior to attaining the age or 65 years, they shall be permitted to exercise seniority in accordance with Rule 21.

RULE 20-A - FAMILY LEAVE

Employes with one or more years seniority may request a leave of absence in connection with the birth or adoption of a child or serious health condition of a family member (natural or adoptive child, parent or spouse only). Leave shall be granted for such purposes for a maximum of twelve weeks in any twenty-four (24) month period, commencing with the birth or adoption of the child, or serious illness of the family member. For employes 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 employe to care for the family member.

RULE 21 - RETURN FROM LEAVE, TEMPORARY ASSIGNMENT, AND ABSENCE

An employe after returning from leave of absence, sick leave, military service, disability annuity, vacation or from temporary assignment, including vacation or other temporary relief service, or when relieved from a position , may resume the last positions to which assigned or may, upon return, exercise displacement rights on any position bulletined during his/her absence held by a junior employe. If the last position to which assigned has been abolished or filled by senior employes in the exercise of displacement rights, the employe may exercise displacement rights on any position held by a junior employe.

RULE 22 - PHYSICAL EXAMINATIONS AND DISQUALIFICATION

(a) Employes, after completing 60 calendar days of service, will not be required to submit to physical examination unless it is apparent their physical condition is such that an examination should be made.

(b) When employes are removed from their positions because they are no longer physically able to perform the duties thereof, they shall be notified in writing the specific medical reasons for such removal. If the employes dispute the medical findings, they or their representative shall, within 15 calendar days, request an examination by an impartial medical doctor, not an employe of the Company, selected jointly by the Company appointed doctor and the employe's doctor, and the case will be disposed of on the basis of his findings. Costs for such impartial doctor shall be equally divided by the Company and the employee.

(c) Employees returned to service or returned to their positions on the basis of the decision of the impartial doctor will be made whole for all wages lost due to the disqualification, less any outside earnings, with all rights unimpaired.

(d) Employees who do not perform service for the Company for 30 days or more may be required to submit to a complete medical examination to determine their physical fitness for service except if the absence is due to vacation.

RULE 23 - DISCIPLINE-INVESTIGATION-APPEAL

I. FOR OFFENSES SUGGESTING DISCIPLINE SHORT OF DISMISSAL

(a) An employee in service who has just completed his probationary period shall not be disciplined without just cause. An employee may 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.

The Discipline Rule is modified to eliminate formal investigations for Alcohol and Drug Waiver violations. Any discipline assessed will be subject to appeal directly to the Director of Labor Relations and to arbitration under the grievance rule. The burden of proving an Alcohol and Drug Waiver violation rests with the Carrier.[10]

(b) If the Corporation decides that discipline of an employee is warranted, 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 offense(s) and the reason(s) for the intended imposition of the discipline. Letters of intent to impose discipline shall not be issued to an employee for any offense of which the office of the general foreman or comparable officer has had actual knowledge for more than 30 calendar days, 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 30 days of the final judgment.

(c) Within seven days from the receipt of the written intent to discipline, 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. 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 (d). If management's representative fails to attend the meeting, the letter of intent to discipline will be withdrawn and canceled. If the employee fails to attend the meeting, the Corporation may assess whatever discipline it considers appropriate subject to appeal pursuant to paragraph (f) hereof.

(d) If an investigation is held, it will be held at the employee's city of employment within 15 days from the date of the meeting. At such investigation, the employee may be assisted by his duly accredited representative. A decision will be rendered by the investigating officer within 15 calendar days after the completion of investigation. Copy of the investigation transcript together with any documents placed in the record at the investigation will be provided to the employee and his representative, if the discipline is upheld.

(e) 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 officer, and a conference shall be granted, provided written request is made to such officer and copy furnished to the officer whose decision is appealed within 30 calendar days of the date of receipt of a copy of the transcript. A decision will be rendered by the higher designated officer within 30 calendar days from the date the appeal is received or the date of conference, whichever is later. Any appeal from such decision shall be made to the Director of Labor Relations.

(f) Any appeal to the Director of Labor Relations must be made by the employees or his duly accredited representative within 30 calendar days of the date of such decision. A conference

10 June 1, 2010 Settlement Agreement.

on the appeal shall be held between the Director of Labor Relations and the employees or his designated representative of the Organization within 30 calendar days of the date of the appeal. A decision on the appeal shall be rendered within 30 calendar days of the date of conference. Any appeal from the decision of the Director of Labor Relations must be made to a proper tribunal as established under the provisions of the Railway Labor Act within 9 months of the date of such decision.

(g) If the final decision decrees that the charges against the employees were not sustained, the record shall be cleared of the charge. If held out of service the employees shall be reinstated with all rights unimpaired and reimbursed for net wages lost.

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

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

(i) (1) If the discipline is suspension, the period of suspension shall be deferred, if within the six (6) month period following notice of discipline the accused employee does not commit another offense for which discipline is subsequently imposed.

(2) If, within such succeeding six (6) month period, the employee commits one or more offenses for which discipline is subsequently imposed, the initial suspension shall be served and suspensions resulting from offenses committed during the six (6) month period shall not be deferred. However, should the employee be disciplined by suspension for an offense committed subsequent to a six (6) month period, for the first occurrence shall be the basis for the succeeding six (6) month period referred to in paragraph one of this provision. This paragraph (I) may be automatically canceled at any time by either party by filing with the other party a 10 day notice of cancellation.

(j) This understanding will remain in effect for a period of on year from May 27, 1982. After that time, this Rule 23-I may be canceled automatically by either party serving the other party a 10-day notice of cancellation.

II. FOR OFFENSES SUGGESTING DISMISSAL OTHER THAN ALCOHOL AND DRUG WAIVER VIOLATIONS

(a) Employees in service who have completed their probationary periods shall not be disciplined or dismissed without a fair and impartial investigation, unless such employees shall accept such dismissal or other discipline in writing and waive formal investigation. Such waiver must be made in the presence of a duly accredited representative of the organization. The employees may be held out of service pending such investigation only if their retention in service could be detrimental to themselves, another person, or the Company.

(b) Employees shall be given written notice in advance of the investigation, such notice to set forth the specific charge or charges against them. No charge shall be made that involves any offense of which the Company has had actual knowledge 30 calendar days or more, except where a civil action or criminal proceeding results from the offense, in which event the charge may be made within 30 days of the final judgment. The investigation shall be held at the city of employment within 10 calendar days of the date when notified of the offenses or held from

service (subject to one postponement not to exceed an additional 10 calendar days). At such investigation, the employees may be assisted by their duly accredited representative. A decision will be rendered by the investigating officer within 15 calendar days after completion of investigation.

(c) Employees dissatisfied with the decisions shall have the right to appeal, either in person or through their duly accredited representative, to the next higher designated officer, and a conference shall be granted, provided written request is made to such officer and copy furnished to the officer whose decision is appealed within 30 calendar days of the date of receipt of a copy of the transcript. A decision will be rendered by the higher designated officer within 30 calendar days from the date the appeal is received or the date of conference, whichever is later. Any appeal from such decision shall be made to the Director of Labor Relations.

(d) Any appeal to the Director of Labor Relations must be made by the employees or their duly accredited representative within 30 calendar days of the date of such decision. A conference on the appeal shall be held between the Director of Labor Relations and the employees or their designated representative of the Organization within 30 calendar days of the date of the appeal. A decision on the appeal shall be rendered within 30 calendar days of the date of conference. Any appeal from the decision of the Director of Labor Relations must be made to a proper tribunal as established under the provisions of the Railway Labor Act within 9 months of the date of such decision.

(e) A copy of the investigation transcript together with a copy of any documents placed in the record at the investigation shall be promptly furnished the employees and their representative. When notations are made against the records of employees, they will be furnished a copy.

(f) If the final decision decrees that the charges against the employees were not sustained, the record shall be cleared of the charge. If held out of service (suspended or dismissed) the employees shall be reinstated with all rights unimpaired and reimbursed for net wages lost.

(g) The time limits set forth in this Rule shall not apply to requests for leniency.

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

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

RULE 24 - GRIEVANCES

(a) All claims or grievances other than those involving Discipline must be presented in writing by or on behalf of the employees involved, to the supervisor within 30 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the supervisor shall, within 30 days from the date same is filed, notify whoever filed the claim or grievance (the employees or their representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be made to the designated Appeal Officer within 30 calendar days from receipt of notice of disallowance. Failing to comply with this provision, the claim or grievance shall be considered closed. Should any such appeal be disallowed, the designated Appeal Officer shall, within 30 calendar days from the date the claim was discussed, notify the employees and the duly accredited union representative in writing to this effect. If not so notified, the claim or grievance shall be allowed as presented.

(c) If a claim or grievance that is disallowed by the designated Appeal Officer is to be appealed, such appeal must be in writing and must be made to the Director of Labor Relations within 30 calendar days from the receipt of the notice of disallowance. Failing to comply with this provision, the claim or grievance shall be considered closed. Should any such appeal be disallowed, the Director of Labor Relations shall, within 60 days from the date the claim was discussed, notify the employees and the duly accredited union representative in writing to this effect. If not so notified, the claim or grievance shall be allowed as presented.

(d) A claim or grievance that is disallowed by the Director of Labor Relations may be referred to a tribunal established under the provisions of the Railway Labor Act, provided the employees or the dully accredited representative notifies the Director of Labor Relations, in writing, to this effect within 60 calendar days from the receipt of the notice of disallowance. Any appeal from the decision of the Director of Labor Relations must be made to a proper tribunal as established under the provisions of the Railway Labor Act within 9 months of the date of such decision. Failing to comply with this provision, the claim or grievance shall be considered closed.

(e) When a claim, appeal or decision under this Rule is transmitted by the United States mail the date of mailing as indicated by the postmark or other Postal Service record will be considered the date on which the claim was presented, appealed or decided.

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

(g) 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.

(h) This Rule recognizes the right of duly accredited representatives to file and prosecute claims and grievances for and on behalf of the employees, and to attend all conferences held under this Rule.

(i) Time off duty on account of sickness, leave of absence, vacation or suspension shall extend the time limits specified in paragraph (a); however, the claim liability will not be increased by the time off duty.

RULE 25 - CHECKING IN AND OUT TIME

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

RULE 26 - MILITARY TRAINING

Employees will be entitled to time off with pay for active duty service in the National Guard or Reserve Components of a branch of the Armed Forces of the United States. Military leave will be granted on the basis of an eight hour work day on a regularly scheduled day of work for a full time employee not to exceed 120 hours per year for a full time employee. Part-time employees will be eligible for a portion of 120 hours based on their regularly scheduled shifts during the week(s) in which their leave was taken. Paid Military leave will be paid in full day blocks, partial day absences will not be permitted. Employees will be made whole for lost earnings of their regularly scheduled shift, not to include meals, lodging or transportation. The employee will submit a copy of their active duty orders, as soon as available and will also submit the pertinent "Leave and Earnings Statement" showing compensation for other than meals, lodging or transportation for active duty as soon as possible following completion of the military leave so the that Amtrak can perform proper calculations and process any amounts owed or recoverable.[11]

RULE 27 - UNAUTHORIZED ABSENCE

(a) Employees shall not absent themselves from their assigned positions for any cause without first obtaining permission from their supervisor. In cases of sickness, emergencies or when the supervisor cannot be located, they shall notify their supervisor or another person in authority as soon as possible.

(b) Employees who absent themselves from work for 10 days without notifying the Company shall be considered as having resigned from the service and will be removed from the seniority roster unless they furnish the Company evidence of physical incapacity as demonstrated by a release signed by a medical doctor or that circumstances beyond their control prevented such notification.

(c) The Company will, after an employee has been absent for five (5) days, notify the local chairman at the location of the names of such employees.

(d) The Corporation will be responsible for notifying employees at each location of the procedure for obtaining permission to be off on account of sickness, emergencies, etc.[12]

RULE 28 - SAFETY

(a) Safety is of the utmost importance in the discharge of duty.

(b) Switches of repair tracks will be kept locked with special locks, and men working on such tracks will be notified before any switching is done. A competent person will be assigned to perform these duties and held responsible for seeing that they are performed properly.

[11] January 4, 2018 Wages and Rules Agreement
[12] December 6, 1976, Letter Agreement No. 3

(c) Trains or cars while being inspected or worked on by train yard employees, will be protected by blue flag by day and blue light by night, which will not be removed except by men placing same.

(d) Employees will not be required to work on engines or cars outside of shops during inclement weather if shop room and pits are available and arrangements, whereby they can work inside can be reasonably accomplished. This does not apply to work in engine cabs or emergency work on engines or cars set out for or attached to trains.

RULE 29 - CLOTHING

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

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

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

In the event atomic waste material is handled, necessary protective clothing shall be furnished the employees. This clothing will be in custody of the General Foreman of the job assignment.

RULE 30 - HEALTH AND SAFETY

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

RULE 31 - SHOP CONDITIONS

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

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

RULE 32 - POSTING NOTICES

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

RULE 33 - HEALTH AND WELFARE

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

RULE 34 - PAYMENTS TO EMPLOYES INJURED UNDER CERTAIN CIRCUMSTANCES[13]

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

(a) Covered Conditions

This Rule is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the Corporation and are:
(1) deadheading under orders or
(2) being transported at carrier expense.

(b) Payments to be Made

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

1. Accidental Death or Dismemberment

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

Loss of Life	$300,000
Loss of Both Hands	$300,000

[13] Updated in 2008 Wage & Rule Settlement.

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

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

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

2. Medical and Hospital Care

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

3. Time Loss

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

4. Aggregate Limit

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

(c) Payments in Case of Accidental Death

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

(d) Exclusions

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

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

(2) Declared or undeclared war or any act thereof;

(3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;

(4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident.

(5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;

(6) While an employee is commuting to and/or from his residence or place of business.

(e) Offsets

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

(f) Subrogation

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

The payments provided for above will be made, as above provided for covered accidents on or after the effective date of this Agreement.

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

> "In consideration of the payment of any of the benefits provided in Rule __ of the Agreement,_____ (Employee or personal representative) agrees to be governed by all the conditions and provisions said and set forth by that Rule."

RULE 35 - RETIREMENT BENEFITS

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

RULE 36 - ASSIGNMENT OF WORK

At points where there is no sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point; however, at points where a mechanic or mechanics covered by this agreement are employed they will perform the work of their crafts. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman or any craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement it shall be handled as a grievance as provided in Rule 24 and pending the disposition of the dispute the Carrier may proceed with or continue its designation.

RULE 37 - HOLIDAYS

The Holiday Agreement attached as Appendix A is made a part of this Agreement. See also letter dated July 16, 1975 regarding the observance of holidays where national and state holidays do not coincide in that Appendix.

RULE 38 - VACATION

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

(b) Employees, upon request, will receive their vacation compensation in one lump sum on the paycheck prior to the first day of vacation, provided such request is made in writing to the supervisor at least two weeks in advance of the pay day prior to the first day of vacation.[14]

(c)[15] Employees will be permitted to use a maximum of one week of earned vacation in the form of 5 one-day vacations. To be eligible for one-day vacations, the employee must declare his/her

14 Adopted from Article VI, G, of June 23, 1992 Agreement.
15 October 20, 2010 Wage and Rule Agreement.

intent on the application vacation request form submitted in December of the prior year when scheduling is arranged.

(1) Changes in the schedule to the current year of a single day vacation may be made consistent with the procedure below. However, no changes in single day vacation schedule will be permitted after October 12th.

(2) During the year, in order to change scheduled one-day vacations, employees must submit the vacation change request in writing on the applicable form to their supervisor. A minimum of 48 hours notice of change is required. Approval for such changes will be granted or denied based on the needs of service.

(d)[16] In the rule memorializing the current Mechanical Department policy permitting employees to use one week of earned vacation in the form of 5 one-day vacations, it was not the parties' intent to limit the ability of management to allow use of vacation in greater than 5 single day amounts. That discretion remains with management consistent with the National Vacation Agreement.

RULE 39 - RATES OF PAY

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

RULE 40 - DIFFERENTIALS

Effective July 20, 1992, the following differential rates of pay will be established for performance of the work described specifically in paragraph (a) below:

(a) (1) **Lead Men**

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

(2) **Welding**

Welders shall receive $.50 per hour above the minimum employe's rate of pay. Positions carrying such a differential rate will be identified as such on bulletins. If a welding position goes no bid, the junior employe qualified for the position not holding a welder position on the same shift will be assigned to the position. Employes trained as welders by Amtrak after the date of this agreement will be considered automatic bidders for welder positions for a period of 12 months following completion of training. However, automatic bidders on the same shift as the advertised positions will be awarded such positions prior to automatic bidders on other shifts

16 Adopted from April 23, 2010 Side Letter of June 23, 1992 Agreement.

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

RULE 41 - SERVICE LETTERS

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

RULE 42 - DULY ACCREDITED REPRESENTATIVE

Where the term "duly accredited representative" appears in this Agreement, it shall be understood to mean the regularly constituted committee and/or the officers of the Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices.

RULE 43 - COMMITTEE WORK

(a) The Corporation shall not discriminate against any of its employes who are selected as representatives of the Organization, who from time to time represent other employes; nor shall the Corporation discriminate against any employe for testifying on behalf of other employes.

(b) Conferences between local officials and local committees will only be held during regular working hours without loss of time to Committeemen, and when payment for such is made, such time will be considered as compensated service for both vacation and holiday qualifying time.

(c) The Corporation will provide the Organization with a current list of the officers designated to handle appeals under the provisions of Rules 23 and 24 of this Agreement.

(d) The Organization will be responsible for notifying the Corporation as to who its "duly accredited representatives" shall be. The list to be amended as often as needed.

RULE 44 - UNION SHOP-DUES DEDUCTION

The Union Shop - Dues Deduction Agreement is included in and made a part of this Agreement.

RULE 45 - PAYING OFF[17]

(a) Employees shall receive their pay bi-weekly, 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) For the purposes of Payroll calculation, the work week will be a period of seven (7) consecutive days beginning with Monday at 12:01 a.m.

[17] June 1, 2010 Settlement Agreement.

(c) "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."

(d) Local committees will be notified of the regular pay dates at each location.

RULE 46 - APPRENTICE TRAINING

The Corporation and the Union will endeavor to make and Apprentice Training Agreement suitable to the needs of the parties.[18] Apprentices who travel to Beech Grove for training will receive an allowance for meals and miscellaneous expenses for each day they are required to remain at the Beech Grove Training Facility. Payments will be made at the end of each training week by local voucher. Apprentices may, within five (5) calendar days from the date of completion of their apprenticeship, exercise their seniority to displace junior employes.

RULE 47 - DAYLIGHT SAVING TIME

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

RULE 48 - UNION REFERRAL

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

RULE 49 - HOURS OF SERVICE AND REST DAYS

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

(1) An eight (8) hour period, not necessarily consecutive, shall constitute a day's work. Where split shifts are established, the assignments will consist of two work periods, inclusive of meal period in one of the segments, of four hours each. The hours to be worked will be established by the local committee and local management, as determined by the requirements of service. Overtime will be paid for all work outside the hours of the two segments.

[18] Appendix "I", March 1, 1977

(2) At points where tri-weekly service occurs and where trains are operated on Saturday or Sunday, the rest days for the employes at those locations need not be consecutive.

(3) This rule will not apply to Amtrak mechanical facilities at the following locations except by agreement between the Director Labor Relations and the Chairman of the Council:

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

RULE 50 - TRAINING

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

Training Programs[19]

Employes selected for training programs will be paid their normal rate of compensation for attending classes Monday through Friday. Transportation and lodging will be provided by Amtrak. Meals will be provided by Amtrak and, when such meals are not provided, the employes will be reimbursed for the actual necessary expense of procuring such meals. Travel and waiting time will be allowed at the pro-rata rate or, if authorized to travel by private automobile, at the rate of 2 minutes per mile driven. When employes are provided sleeping accommodations on trains between the hours of 9:00 p.m. and, 6:00 a.m., such hours will not be paid for.

RULE 51 - OVERNIGHT LODGING-TRAINING AWAY FROM SENIORITY POINT

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

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

RULE 52 - PERSONAL HOLIDAY

Effective January 1, 1983, each employe covered by the agreement will receive a “personal holiday” in lieu of a workday subject to the qualifying requirements of the Holiday Agreement.

[19] From side Letter 4, dated December 6, 1976

Such day will be selected by the employe, consistent with the requirement of service, upon 48 hours advance notice to the Corporation. The "personal holiday" request must be made before October 12 of each year. Failing to do so, such "personal holiday" will be assigned by management.

RULE 53 - PERSONAL LEAVE

Section 1

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

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

Employes 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.

Section 2

(a) Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employe to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employe from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employe's utilization of any personal leave days before the end of that year.

(b) Personal leave days will be paid for at the regular rate of the employe's position or the protected rate, whichever is higher.

(c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employe who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute work on a position vacated among other employes covered by the agreement with the organization signatory hereto.

Section 3

This Article shall become effective on January 1, 1982 except on such carriers where the organization representative may elect to preserve existing local rules or practices pertaining to personal leave days and so notifies the authorized carrier representative on or before such effective date. (Below are examples intended to demonstrate the intention of the parties concerning application of the qualifying requirements set forth in Article X - Personal Leave of the December 11, 1981 National Agreement)

Example No. 1

Employe "A" was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in the years 1976 through 1981, but not during the year 1975.

This employe would not be entitled to one day of personal leave in the year 1982 because of not having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Example No. 2

Employe "B" also was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in each of the years 1975 through 1981.

This employe would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Example No. 3

Employe "C" was hired during the calendar year 1973 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1974. He also rendered compensated service on the required number of days in the years 1974 through 1980, but not during the year 1981.

This employe, despite the fact that he did not render compensated service on the required number of days in the year 1981, would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Section 4

The work day (or day in the case of an other than regularly assigned employe) immediately preceding or following the personal leave days is considered as the qualifying day for holiday purposes.

RULE 54 - PART TIME[20]

Section 1

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

(1) At new locations, including locations where Amtrak now currently contracts for the cleaning of coaches.

(2) At other locations but subject to paragraph (b), below.

[20] Mediation Agreement dated to July 20, 1992

(b) Part time positions established under paragraph (a-2), above, will be limited to 5% of the number of coach cleaner positions at each location. However, this 5% will not prevent the establishment of one part time position at locations. Part time positions may be established under paragraph (a-2), above, when the number of full time coach cleaner positions is equal to or greater than the number of full time coach cleaner positions on June 23, 1992.

(c) Part time coach cleaners will establish seniority on a separate part time seniority roster in accordance with Rule 2.

(d) Part time coach cleaners may apply for full time coach cleaner positions when there are no bids from full time coach cleaners. They will be given preference for such positions over new hires in seniority order.

(e) Full time coach cleaners may not bid on part time positions.

(f) No coach cleaner with seniority on the effective date of this agreement will be furloughed unless they are given the opportunity to hold a full time position if part time coach cleaners are employed in their seniority district.

(g) Part time coach cleaners will not be entitled to health and welfare benefits provided under current insurance programs, holiday pay, jury duty pay, bereavement leave, personal leave, and vacation pay. Although part time coach cleaners will not be subject to the rules governing the foregoing benefits, they will be paid time and one-half for time worked on the holidays designated in the rules agreement and pay for time off in accordance with paragraph (1). Also, their service and days of compensation will be credited for vacation purposes in accordance with paragraph (j).

(h) Part time coach cleaners will not be scheduled to work more than 20 hours, or less than 15 hours in a work week. The work week is defined as a seven calendar day period beginning with Monday. Regularly scheduled part time coach cleaners will receive overtime pay when they work outside of their scheduled hours. Part time assignments will be scheduled for a minimum of 2 hours and a maximum of 4 hours in any calendar day and will not be scheduled to work more than 5 days in any work week.

At locations part time positions will not be established in consecutive tours of duty. Part time positions will not overlap other part time positions to extend the combination of any two part time positions beyond a four hour period.

(i) Scheduled part time positions will be bulletined in accordance with existing rules, except as modified herein. However, the parties may agree upon an assignment selection process for part time coach cleaners that is consistent with both the needs of the service and the interests of part time coach cleaners.

(j) Service as a part time coach cleaner will be credited for vacation purposes when the coach cleaner becomes a full time coach cleaner. For the purposes of the vacation agreement, for each 8 hours worked as a part time coach cleaner in a calendar year, the coach cleaner will be credited with a qualifying compensation day.

(k) The starting time rules restricting the hours of assignment will not apply to part time coach cleaners.

(l) Part time coach cleaners will be credited with one labor hour of paid time off for each 25 hours of time worked, not including training, during a calendar year to a maximum of 40 hours. After accumulating 6 months of service as a part time coach cleaner, the part time coach cleaner may use his credited time off in the following manner:

* The coach cleaner may schedule the time off in lieu of working his scheduled assignment consistent with service requirements and with 48 hours notice.

* Prior to the 15th of each month the coach cleaner 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. Payments will be made in the following month.

Section 2[21]

(a) The parties agree to establish a labor/management committee to study the implementation of part time employes at existing locations and for new work. The recommendation of this committee may be implemented only by mutual agreement.

(b) Part time carmen positions may be established subject to approval of the Chairman and Vice Chairman of the JCC as appropriate and Director of Labor Relations at new locations and for new commuter services, including locations where Amtrak now contracts but does not employ carmen.

RULE 55 - PERFORMANCE REVIEW OF M OF E WORK

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

RULE 56 - FACILITY IMPROVEMENTS

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

RULE 57 - DATE EFFECTIVE AND CHANGES

(a) This Agreement shall be effective and shall remain in force until changed as provided herein or in accordance with the Railway Labor Act, as amended.

(b) This Agreement is in full settlement of the Organization's Section 6 Notice dated October 6, 1974.

[21] Agreement dated December 15, 1998.

(c) Except as otherwise specifically provided, exceptions to any rule in this Agreement may be made in writing by mutual agreement between the parties signatory hereto.

(d) This agreement has been updated and revised to reflect changes since December 6, 1976. See letter dated July 29, 1993, which follows.

Signed at **Washington, D.C.** this **6th** day of **December**, 1976.

FOR
JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS AND APPRENTICES

/s/ Albert Terriego_____
Albert A. Terriego, Chairman

/s/ W. D. Crawford
W. D. Crawford, Vice Chairman

/s/ P. S. Brooker
P. S. Brooker, Member,
Negotiating Committee

/s/ L. F. Caldwell
L. F. Caldwell, Member,
Negotiating Committee

/s/ R. Entler
R. Entler, Member,
Negotiating Committee

/s/ Robert W. McManus
Robert W. McManus, Member,
Negotiating Committee

FOR
NATIONAL RAILROAD PASSENGER CORPORATION

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

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

/s/ S. H. Heltzinger
S. H. Heltzinger, Director
Labor Relations - NEC

/s/ S. M. Holmes
S. M. Holmes, Labor Relations
Northeast Corridor

/s/ N. J. Fossett
N. J. Fossett, Regional Mgr.
Labor Relations

/s/ James L. O'Connor
James L. O'Connor, Member, Negotiating Committee

/s/ B.E. Porta
B. E. Porta, Member, Negotiating Committee

/s/ John R. Sara
John R. Sara, Member, Negotiating Committee

/s/ James F. Sherlock
James F. Sherlock, Member Negotiating Committee

/s/ P. P. Tapocik
P. P. Tapocik, Member Negotiating Committee

/s/ D. Zarco
D. Zarco, Member, Negotiating Committee

NEW RULE - LOCK-IN FOR SPECIAL PROJECTS

Amtrak may establish a lock-in for Special Projects and Teams on a local basis, subject to approval by the Chairman and Vice Chairman of the JCC as appropriate and the Director of Labor Relations, and within the following guidelines:

Employes making application for Special Projects gangs or teams and obtaining such shall be locked into such positions for twelve (12) months only under the following conditions:

(a) If in order to become qualified for the position the employe accepts training at Amtrak's expense, the employe will be locked-in, commencing from the date the training is completed. This lock-in will not apply to obtaining higher rated positions.

(b) If training is not required for the position, an employe selected for the position will be locked-in commencing from the date the position is occupied.

(c) If no qualified employe bids for the position, the lock-in will commence on the date the position is occupied and the period of training will not be counted towards the lock-in.

In the event of hardship, the employe may request and will be granted a release from such position to be agreed upon by local Management and the union.

If an employe assigned under this article and outside the lock-in period bids to another position and is awarded the position, the employe may be held on the former position until the position is filled. If not moved within the first twenty working days they will be entitled to payment under Rule 6 (f) or (g) of the Agreement.

NEW RULE - AMTRAK/LABOR PRODUCTIVITY COUNCIL

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

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

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

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

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

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

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

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

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

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

Distribution of Benefits of Savings. As productivity enhancement targets are established in all areas, periodic reviews of benchmarked activities shall evaluate progress toward those goals and the value of increased efficiencies and savings to Amtrak's bottom line. Savings up to $3.0 million annually would primarily benefit Amtrak's bottom line. (Employes 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 employes as a bonus above normal wages and payments.

NEW RULE - OCCUPATIONAL HEALTH WORK RELATED INJURY PROJECT

JCC & Amtrak shall adopt and implement elements of the current On-Duty Injury Project designed to deliver quality, more cost effective medical care and rehabilitative services.

July 29, 1993

Mr. H. B. Lewin, General Vice President
Brotherhood of Railway Carmen/TCU
Chairman, Joint Council of Carmen
400 North Capitol Street, N.W., Suite 858
Washington, D.C. 20001

Mr. J. Czuczman, Assistant Director-RRD
Transport Workers Union of America
Vice Chairman, Joint Council of Carmen
80 West End Avenue
New York City, New York 10023

Dear Gentlemen:

The following represents a synthesis of the current collective bargaining agreement between the parties, reflecting updates to the agreement since its effective date of February 1, 1977. The parties have attempted to make this update as comprehensive as possible; however, there may be letter agreements which have been inadvertently omitted from this revision. This will confirm our understanding that any such letters not superceded by this synthesis and remain in effect according to their own terms. Please indicate your concurrence by signing in the appropriate spaces below.

Very truly yours,

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

/s/ H. B. Lewin — 7/29/93
H. B. Lewin, Chairman — Date

/s/ John Czuczman — 7/29/93
J. Czuczman, Vice Chairman — Date

APPENDIX "A"

HOLIDAYS

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

New Year's Day	Labor Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas
Fourth of July	Christmas Eve (effective 1976)

(a) Holiday pay for regularly assigned employes shall be at the pro rata rate of the position to which assigned.

(b) For other than regularly assigned employes, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.

(c) Subject to the applicable qualifying requirements in Section 2 hereof, other than regularly assigned employes shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (b) above, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

Section 2.

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

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

(i) Compensation for service paid by the carrier is credited; or

(ii) Such employe is available for service.

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

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

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

Section 3.

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

Section 4.

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

July 16, 1975

Mr. W. D. Crawford
Vice President
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices
400 First Street, N.W.
Washington, D.C. 20001

Dear Mr. Crawford:

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

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

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

Very truly yours,

/s/ A. R. Lowry

A. R. Lowry
Director - Labor Relations

AGREED: July 22, 1975

/s/ William D. Crawford
W. D. Crawford
Vice President
Joint Council of Carmen, Helpers
Coach Cleaners and Apprentices

APPENDIX "B"

AGREEMENT
between
THE RAILWAY EMPLOYES DEPARTMENT, AFL-CIO
and
THE NATIONAL RAILROAD PASSENGER CORPORATION

1. In accordance with and subject to the terms and conditions hereinafter set forth, all employes 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 employes after the effective date of the agreement, and thereafter shall maintain membership in good standing in such Organization; except that such membership shall not be required of any individual until he has performed thirty (30) days of such compensated service within a period of twelve (12) consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreement.

2. (a) Employes 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 employes 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 employes 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 employes shall, upon resumption of employment, be governed by Section 1 of this agreement.

3. Nothing in this agreement shall require an employe to become or to remain a member of an Organization if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other members, or if the membership of such employe is denied or terminated for any reason other than failure of the employe 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 employes 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 employes represented by it, and which information is pertinent to the administration of this agreement. The Organization will notify the Company in writing of any employe 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 employe 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 employe 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 employe in writing by certified mail, return receipt requested, or by personal delivery evidenced by receipt. Copy of notice of such hearing shall be given to the Organization and the Organization shall attend and participate in the hearing. The receipt by the Company of a request for hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Company is rendered. In the event the employe 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 employe 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 employe and the Organization shall be promptly advised thereof. If the decision is that the employe 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 employe 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 employe and the Organization shall be promptly advised thereof. If the decision on such appeal is that the employe 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 employe 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 employe 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 employe 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 employe 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 employe and the Organization shall be promptly advised thereof in writing. If the position of the employe is sustained, such fees, salary and expenses shall be borne in equal shares by the Company and the Organization. If the position of the employe is not sustained, such fees, salary and expenses shall be borne in equal shares by the Company, the Organization and the employe.

(d) Time limits specified in this Section may be extended in individual cases by written agreement of the Company and the Organization.

(e) The Organizations shall notify the Company in writing of the titles(s) and address(es) of their officers or representatives who are authorized to serve and receive notices described in this Section. The Company shall notify the Organizations of the title(s) and address(es) of its officers or representatives who are authorized to receive the notices described in this Section.

5. The Company shall not be required to terminate the employment of any employe 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 employe 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. Employes whose service is extended under the provisions of this Section shall not, during such extension, retain or acquire any seniority rights.

6. An employe whose employment and seniority is terminated pursuant to the provisions of this Agreement shall have no time or money claim by reason thereof.

7. In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the Company under the provisions of this Agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Company against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this sentence shall not apply to any case in which the Company is the plaintiff or the moving party in the action which the aforesaid determination is made or in which case the Company acts in collusion with any employe; provided further, that the aforementioned liability shall not extend to the expense to the Company in defending suits by employes whose seniority and employment are terminated by the Company under the provisions this Agreement.

PAYROLL DEDUCTION

8. Subject to terms and conditions hereinafter set forth, the Company will deduct from the wages of employes, 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 employes 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 employe, 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 employes for whom deductions were made, the amount of the deductions and the total amount of money deducted. If the earnings of the employes are insufficient in the first pay period of the month to permit the full amount of the deduction, no deduction will made for that month. In the event of any excess or shortage in said deductions for an individual employe, said excess or shortage will be subject to adjustment by the Organization and the individual employe.

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 employe 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 employes 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 employe involved and the Organization, and any complaints against the Company in connection therewith shall be handled by the Organization on behalf of the employe concerned.

14. The organizations shall indemnify and save harmless the Company from and against any and all claims, demands, liability, losses or damage resulting from the entering into this Agreement or arising or growing out of any dispute or litigation from any deductions made by the Company pursuant to this Agreement, except for remitting to the Organizations the monies deducted pursuant to this Agreement; provided, however, that this sentence shall not apply to any case in which the Company is the plaintiff or the moving party in the action or in which the Company acts in collusion with any employe; provided further, that the aforementioned liability shall not extend to the expense of the Company in defending suits by employes as a result of the Company's action under this Agreement.

15. In the event of a change in representation of employes 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 1st day of May, 1974.

FOR THE JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS AND APPRENTICES, AFL-CIO:

/s/ Eugene Attreed

/s/ A. L. Krause

FOR THE NATIONAL RAILROAD PASSENGER CORPORATION:

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

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

INDIVIDUAL AUTHORIZATION FORM

FOR DEDUCTION OF FEES, DUES, AND ASSESSMENTS

I hereby assign to the Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices that part of my wages necessary to prepay my monthly union dues, initiation fees and assessments (not including fines and penalties) as reported to the National Railroad Passenger Corporation by the 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 International Secretary-Treasurer of the Joint Council of Carmen.

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

Employe Identification No.

Social Security No.

Occupation (Position Title)

Location

Signature

Lodge No.

Note: Each employe will prepare three copies of this form, returning all three to the Financial Secretary of the Local Lodge. The Financial Secretary will forward the original and one copy to the Joint Council Officer designated by the International President, retaining one copy for his Local Lodge record.

APPENDIX "C"

NATIONAL VACATION AGREEMENT

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

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

1. (a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive[22] work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

   (b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive[10] work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

   (c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive[10] work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.

   (d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive[10] work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

[22] See paragraph 16 for Single Day Vacation Provisions, from June 1, 2010 Settlement Agreement.`

(e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive[10] work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.

(f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employes, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

(g) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(h) Calendar days in each current qualifying year on which an employe renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employe with less than three (3) years of service; a maximum of twenty (20) such days for an employe with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employe with fifteen (15) or more years of service with the employing carrier.

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

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

(k) In instances where an employe who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Allowances for each day for which an employe is entitled to a vacation with pay will be calculated on the following basis:

   (a) An employe having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment.

   (b) An employe paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this agreement.

   (c) An employe paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.

   (d) An employe working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employe worked on as many as sixteen (16) different days.

   (e) An employe not covered by paragraphs (a), (b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

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

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

10. (a) An employe designated for fill an assignment of another employe on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employe, such employe shall receive the rate of the relief position. If an employe receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employe in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employe will be paid.

    (b) Where work of vacationing employes is distributed among two or more employes, such employes will be paid their own respective rates. However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employe can be distributed among fellow employes without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

    (c) No employe shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employes.

11. While the intention of this agreement is that the vacation period will be continuous, the vacation may, at the request of an employe, be given in installments if the management consents thereto.23

12. (a) Except as otherwise provided in this agreement a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employe were not granted a vacation and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employe on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

    (b) As employes exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their position under any agreement. When the position of a vacationing employe is to be filled and regular relief employe is not utilized, effort will be made to observe the principle of seniority.

    (c) A person other than a regularly assigned relief employe temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

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

23 See Rule 38, paragraph (c).

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

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

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

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

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

APPENDIX "D-1"

BULLETIN

Place:
Date: _____ Bulletin No.

To Employes Concerned :

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

Location:

Title of Position:_____ Section:

Rate of Pay:_____ Hours of Assignment:

Days of Assignment:_____ Days of Rest:

Meal Period:_____ New Position or Vacancy:

Permanent or Temporary:

Temporary-Probable Duration:

Description of Duties:

Minimum Qualifications:

Prepared by

Signature Title

cc: Local Chairman

APPENDIX "D-2"

JOB BID

I hereby apply for the position of _____.

covered by Bulletin # _____.

Name of applicant: _____.

My present position is _____ in the

_____. Telephone extension
Department

My supervisor is _____. Supervisor's phone

A copy of this application was given to
Committeeman

on _____.
Time and Place

Committeeman's signature

NOTE:

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

APPENDIX "E"

RATE SHEET

JOINT COUNCIL OF CARMEN, HELPERS,
COACH CLEANERS & APPRENTICES

I. Base Rates:

		1/l/93	10/l/93	10/l/94	7/l/95
Journeyman	$14.27	$14.70	$15.29	$15.60	
Helper	12.47	12.84	13.35	13.62	
Coach Cleaner	11.12	11.45	11.91	12.15	
Regular Apprentice - 1st Period		11.58	11.93	12.41	12.66
Regular Apprentice - 2nd Period		11.67	12.02	12.50	12.75
Regular Apprentice - 3rd Period		11.86	12.22	12.71	12.96
Regular Apprentice - 4th Period		11.97	12.33	12.82	13.08
Regular Apprentice - 5th Period		12.16	12.52	13.02	13.28
Regular Apprentice - 6th Period		12.34	12.71	13.22	13.48
Helper Apprentice - 1st Period		12.47	12.84	13.35	13.62
Helper Apprentice - 2nd Period		12.57	12.94	13.46	13.73
Helper Apprentice - 3rd Period		12.66	13.04	13.56	13.83
Helper Apprentice - 4th Period		12.74	13.12	13.64	13.91
Wreck Train Crane Operator		14.27	14.70	15.29	15.60
Mobile Crane Operator/Driver		14.27	14.70	15.29	15.60
Block Truck Driver		14.27	14.70	15.29	15.60
Assistant Truck Driver/Welder		14.27	14.70	15.29	15.60

II. Differentials:

Lead Men - Will receive a differential of $.50 per hour over and above the established Journeyman's rate of pay.

Welders - Will receive a differential of $.50 per hour over and above the established Journeyman's rate of pay.

Wreck Service - When performing wreck service employes will, in addition to their regular Journeyman rate of pay, receive a differential as follows:

Wreck Train Crane Operator	20 cents per hour
Mobile Crane Operator/Driver	20 cents per hour
Block Truck Driver	20 cents per hour

Assistant Truck Driver/Welder 20 cents per hour

III. <u>Entry Level Rates</u>:

	1/1/93	10/l/93	10/1/94	7/l/95
Helper - 1st Period	$9.35	$9.63	$10.02	$10.22
Helper - 2nd Period	9.98	10.28	10.69	10.90
Helper - 3rd Period	10.60	10.92	11.36	11.59
Helper - 4th Period	11.22	11.56	12.02	12.26
Helper - 5th Period	11.85	12.21	12.70	12.95
Coach Cleaner - 1st Period	8.33	8.58	8.92	9.10
Coach Cleaner - 2nd Period	8.89	9.16	9.53	9.72
Coach Cleaner - 3rd Period	9.94	9.72	10.11	10.31
Coach Cleaner - 4th Period	10.00	10.30	10.71	10.92
Coach Cleaner - 5th Period	10.55	10.86	11.30	11.53

ARTICLE III - RATE PROGRESSION - NEW HIRE

Article XI of the December 11, 1981 National Agreement and all other local rules governing rate progression or entry rates are eliminated:

Section 1 - Service First 1220 Days

Laborers, coach cleaners, helpers, apprentices, student mechanics and upgraded mechanics will be paid as follows during their first 1220 of actual service; provided however, that this provision shall apply only to employes who enter service under Agreement with the shop craft organizations on or after the effective date of this Article.

a. For the first 244 days of service, such employes shall be paid 75% of the applicable rates of pay (including COLA).

b. For the second 244 days of service, such employes shall be paid 80% of the applicable rates of pay (including COLA).

c. For the third 244 days of service, such employes shall be paid 85% of the applicable rates of pay (including COLA).

d. For the fourth 244 days of service, such employes shall be paid 90% of the applicable rates of pay (including COLA).

e. For the fifth 244 days of service, such employes shall be paid 95% of the applicable rates of pay (including COLA).

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

Section 2

When an employe has completed a total of 1220 days of service in any shop craft position (or combination thereof) or acquires full journeyman's status this Article will no longer be applicable. Employes who have had a shop craft employment relationship with the carrier and are rehired in a shop craft position shall have such previous service credited toward meeting this requirement.

Employes who have had a previous employment relationship with a carrier in a craft represented by a shop craft organization and are subsequently hired by another carrier after the date of this Agreement shall be covered by this article, as amended. However, such employes will receive credit toward completion of the entry rate requirement for compensated service performed in such craft provided that such compensated service last occurred within one year from the date of re-employment.

Agreements which provide for entry rates lower than those provided for in this Article are preserved. However, if such agreements provide for payment at a lower rate for less than the first 1220 days of service, this Article will be applicable during any portion of that period in which such lower rate is not applicable.

Section 3

The term "upgraded mechanics" as used in this Article is intended to apply to employes hired in an upgraded status without first establishing seniority as a helper or apprentice, as well as those upgraded after entering service as a helper or apprentice.

"Upgraded Mechanics" are defined at Amtrak as those who are hired as other than Journeymen after the date of this agreement and are upgraded to a Journeyman on a day to day basis or promoted to a Journeyman's position without completion of the formal apprenticeship training program. See following Side Letter.

This Article is not intended to confer any rights to hire employes in a n upgraded status or to upgrade employes to mechanics' positions where such right does not now exist.

NATIONAL RAILROAD PASSENGER CORPORATION
60 Massachusetts Avenue, NE, Washington, DC 20002

May 24, 2007

Mr. Carl Tingle
Chairman, Joint Council of Carmen, and
Assistant General President
TCU – BRC Division
9015 Lemon Road
Slaughter, LA 70777

Dear Sr:

This refers to our conversation concerning the term "upgraded mechanic" in Appendix E, Article III – Rate Progression – New Hire, Section 3.

This will confirm our understanding that on Amtrak the language in Section 3 shall be applied as follows:

> "Upgraded Mechanics" are defined at Amtrak as those who are hired as other than Journeymen after the date of this agreement and are upgraded to a Journeyman on a day to day basis or promoted to a Journeyman's position without completion of the formal apprenticeship training program.

Truly yours,

Charles Woodcock, III
Director, Labor Relations

I concur:

Carl Tingle

Carl Tingle, Chairman

APPENDIX "F"

April 18, 1974

Mr. Eugene Attreed
Chairman, Joint Council of Carmen
1980 Broadway
New York, New York 10023

Dear Mr. Attreed:

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

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

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

In the event of a grievance hereunder pertaining to work classification, if the Director of Labor Relations cannot reach a satisfactory agreement with the Joint Council promptly, such grievance shall forthwith be submitted to a public law board appointed by the parties immediately. In the event such board sustains such grievances the carrier shall promptly implement and enforce such decision.

If the Director of Labor Relations requests that such grievance be submitted to a public law board to be appointed by the parties hereto and any other organization claiming the work, which is the subject of the grievances, the Joint Council will agree to such submission and to be bound by the decision of such public board. If the other Organization refuses or fails to participate in such a submission, the grievance will be submitted and resolved as provided in the preceding paragraph.

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

Very truly yours,

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

AGREED:

/s/ Eugene Attreed
Eugene Attreed
Chairman, Joint Council of Carmen

cc: A. L. Krause
Irvin Barney

December 6, 1976

Mr. Albert A. Terriego, Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices
1980 Broadway
New York, NY 10023

Mr. W. D. Crawford, Vice Chairman
Joint Council of Carmen, Helpers
Coach Cleaners and Apprentices
400 First Street, N. W.
Washington, D. C. 20001

Gentlemen:

This refers to our discussion concerning the recently signed “Interim Agreement” covering Carmen craft personnel employed by the National Railroad Passenger Corporation.

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

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

In the event of a grievance hereunder pertaining to work classification, if the Director of Labor Relations cannot reach a satisfactory agreement with the Joint Council promptly, such grievance shall forthwith be submitted to a public law board appointed by the parties immediately. In the event such board sustains such grievances the carrier shall promptly implement and enforce such decision.

If the Director of Labor Relations requests that such grievance be submitted to a public law board to be appointed by the parties hereto and any other organization claiming the work, which is the subject of the grievances, the Joint Council will agree to such submission and to be bound by the decision of such public board. If the other Organization refuses or fails to participate in such a submission, the grievance will be submitted and resolved as provided in the preceding paragraph.

If this meets with your concurrence, please sign in the spaces indicated below.

Very truly yours,

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

AGREED:

/s/ Albert Terriego
Albert A. Terriego, Chairman
Joint Council of Carmen, Helpers
Coach Cleaners an Apprentices

/s/ W. D. Crawford
W. D. Crawford, Vice Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices

APPENDIX "G"

December 6, 1976

Mr. Albert Terriego, Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices
1980 Broadway
New York, New York 10023

Mr. W. D. Crawford, Vice Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices
400 First Street, N. W.
Washington, D.C. 20001

Gentlemen:

This refers to our discussion concerning a Voluntary Transfer provision of the December 6, 1976 Agreement between the Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices and the National Railroad Passenger Corporation.

It is agreed that the following will be considered part of that Agreement:

Voluntary Transfer

Employes transferred from one point to another, with a view of accepting a permanent transfer, will, after 30 days, lose their seniority at the point they left, and their seniority at the point to which transferred will begin on date of transfer, seniority to govern. Employes will not be compelled to accept a permanent transfer to another point.

Very truly yours,

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

AGREED:

/s/ Albert Terriego
Albert Terriego, Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices

/s/ W. D. Crawford
W. D. Crawford, Vice Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices

Transfer Form

Name:

Seniority District:

Furloughed Date:

Seniority Date:

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

First Choice:

Second Choice:

Third Choice:

Employe Signature Date

Duly Authorized Representative Date

(Attachment A to Appendix "G")

APPENDIX "H"

AGREEMENT
between

THE NATIONAL RAILROAD PASSENGER CORPORATION
and

THE JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS AND APPRENTICE

IT IS AGREED:

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

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

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

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

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

FOR THE JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS AND APPRENTICES:

/s/ Albert Terriego
Albert A. Terriego, Chairman
Joint Council of Carmen Helpers, Coach Cleaners and Apprentices

/s/ W. D. Crawford
W. Crawford, Vice Chairman
Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices

FOR THE NATIONAL RAILROAD PASSENGER CORPORATION:

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

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

Attachment "A" to Appendix “H”

RECEIPT FOR TOOLS

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

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

(Name) (Date)

Attachment B to Appendix "H"

Exhibit A
Letter. No. 2

May 27, 1982

Mr. A. A. Terriego, Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices
1980 Broadway
New York, NY 10023

Mr. W. D. Crawford, Vice Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices
400 First Street, N. W.
Washington, D.C. 2000l

Gentlemen:

This letter of understanding refers to negotiation of the May 27, 1982 Agreement and will become effective upon execution of that Agreement.

It is agreed and understood that tools which become worn or broken will be replaced by Amtrak without cost to the employes. However, if tools are lost or stolen, the employes must bear the expense of replacing the tools, except as described below.

If an employe can provide local management with evidence proving that his tools were stolen, without negligence on his part, the employe will not be required to assume the cost of replacing the stolen tools.

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

Very truly yours,

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

AGREED:

/s/ Albert Terriego
A.A. Terriego, Chairman
Joint Council of Carmen, Helpers
Coach Cleaners and Apprentices

/s/ W. D. Crawford
W. D. Crawford, Vice Chairman
Joint Council of Carmen, Helpers
Coach Cleaners and Apprentices

APPENDIX "I"

AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION

and

THE JOINT COUNCIL OF CARMEN, HELPERS, COACH AND APPRENTICES

The Corporation and the Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices have agreed to establish an Apprentice Training Program as set forth herein designed as a cooperative effort to train Apprentices to become qualified Journeymen.

I. Administration

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

II. Types and Terms of Apprenticeship

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

III. Qualifications and Selection for Apprentices

A. The selection of apprentices shall be on the basis of background, experience, ability to learn, and other factors related to job performance as specified in the Amtrak Standards of Apprenticeship. Apprentices will be selected without regard to race, creed, color, sex, or national origin. Except as provided above, applicants for helper apprentices must have worked at least two years as a helper or coach cleaner in the craft. Qualified helpers will be given preference in order of their seniority as helpers for helper apprentice positions and

if there are no qualified helpers, then qualified coach cleaners will be given preference in order of their seniority for helper apprentice positions. During the first period, if a helper apprentice does not show an aptitude to learn the trade, he will not be retained as an apprentice, but shall be set back to his former category.

B. During the first 122 work days of an apprenticeship, a regular apprentice may be dropped from the program if he does not show the aptitude or the desire to learn the trade. Such an apprentice will be considered resigned from the service.

C. Apprentices who hold seniority in other classes under the working agreement with the Organization signatory hereto shall retain and accumulate that seniority during their training period and upon completion of apprenticeship shall retain such seniority as provided in the working agreement. Apprentices will hold seniority as such on the seniority district where initially employed as of the first day worked as apprentice. This seniority will be utilized only for the purpose of vacation selection, reductions in force, and for choice of working hours and rest days when more than one apprentice is in training at the same point and only when a seniority preference will not interfere with training in the various aspects of work. Apprentices will not obtain seniority on other seniority districts to which they may be transferred for the purpose of acquiring training and experience.

IV. Training for Apprentices

A. The Apprentice Training Program will consist of varying combinations of academic instruction, laboratory training and on-the-job training. At each point where apprentices are employed, the local representative of the craft and the designated management representatives shall cooperate to establish a schedule of mechanic's work in order that, upon completion of the program, the apprentice will be able to perform satisfactorily all of the work that is required at that point. It is also understood that the amount of work available and its complexity will require variation in the work schedules from point to point. Throughout the term of apprenticeship, the apprentice will receive instruction in the practices of safety. The local union representative and the designated Corporation officers shall review the work schedule at least once each calendar year to assure that it is revised periodically to keep abreast of changing conditions.

B. Rotating apprentices from one facility to another will be permitted when agreed to by local officers and the local committees, except that no agreement will be required when assigning apprentices to a technical training facility.

C. 1. Each apprentice shall be required to take and pass courses of instruction on subjects related to his trade. Related instruction may be given on the job, at technical schools, or through correspondence lessons, or a combination of all three. The required tuition costs, textbook costs, and fees of required correspondence and technical school courses will be paid by the Corporation. If an employe fails a required course of instruction, he must remove the failure by repeating the course at his own expense. An employe who has accumulated two outstanding failures will be called to attend a joint meeting with local officials and the local committee and issued a warning.

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

2. When it has been determined as a result of formal hearing that an employe has accumulated three outstanding failures or is more than 90 days behind in his correspondence lessons, he will be dropped from the program, and, unless he holds seniority in another class or craft, shall be considered as having resigned from the service.

3. Apprentices will be paid at the straight time rate for time spent attending related training sessions held during or outside of regular work hours. The apprentice will be credited with one day towards the completion of apprenticeship for each eight hours he spends outside working hours in approved institutional classes in this program.

4. The Corporation will prepare a related instruction program and submit it to the Chairman for review and consultation. The program is subject to review and consultation at least once each calendar year.

5. Apprentices in service on the effective date of this Agreement will participate in the related instruction to the extent they are able prior to completion of their apprenticeship.

D. During each 122 day period, each apprentice will be required to pass proficiency examinations in theory and in practical application of the craft skills within a reasonable time following each phase of the training. The tests shall be objective and all of the questions and requirements that may be included in the test shall be given to the apprentice no later than ten days following the beginning of the period. A master copy of all the questions and requirements will be given to the Chairman. An apprentice will not be permitted to advance to the rate of pay for the next period of his apprenticeship until he has passed the prescribed proficiency tests. Apprentices who fail to pass proficiency tests may repeat the test once and must successfully complete and pass such re-test or they will be dropped from the program and, unless they hold seniority in another class or craft, shall be considered as having resigned from the service.

E. All apprentices will work the first shift during the first 122 days of their apprenticeship and thereafter may be assigned the same hours and workdays as mechanics. However, apprentices shall not be placed on the overtime call list; and they will be used for overtime work only when all available mechanics on the overtime call list have been called.

NOTE: In the event an apprentice is required to participate in instruction at a central training facility or other technical training facility, the shift limitation will not apply and his starting time will be changed automatically while assigned to such facility to coincide with the class schedules at such facilities. It is understood, however, that the apprentice will receive compensation while assigned to such facility in the same manner as if he were working his regular hours at his "home" point.

F. Experience Credit - Any apprentice with previous experience or formal training applicable to his craft may upon written request submitted to the apprentice supervisor before the end of the

first 30 calendar days of the beginning of his apprenticeship, have such experience or training evaluated within thirty (30) days by the apprentice supervisor and the Chairman. The apprentice supervisor shall after joint evaluation advise the apprentice within sixty (60) days of the date of the apprentice's request, of any advanced credit he will be granted. If after joint evaluation, the apprentice supervisor and the Chairman are unable to agree on granting of advanced credit, and the Chairman confirms his position in writing, the apprentice will be advised that no advanced credit will be granted. Should the Chairman fail to participate in the evaluation, or fail to submit his decision thereon to the apprentice supervisor within the sixty (60) days, the apprentice supervisor shall make the determination which shall be final. In no event shall such advanced credit result in establishment of a seniority date prior to the first date of actual employment with the Carrier.

G. General Apprenticeship Committees - A general committee on apprenticeship is hereby established for the Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices, composed of the Chairman or his designated representative and a designated representative of management. These representatives may be changed at any time and may be designated as limited to handling certain subject matters. These committees shall have no formal organization and shall exist for the sole purpose of expediting the training program contemplated herein. Each committee shall meet at a mutually convenient time on request of either party, and as often as necessary to handle affairs properly within its scope. The individual craft committees shall meet in joint sessions on matters of common concern. Any party requesting a meeting of the committee shall submit a written description of the matters he desires to discuss.

H. Except as otherwise agreed to, there may be two apprentices (unpromoted) for each five mechanics of the Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices. When the needs of the service require more apprentices, the matter shall be submitted to the Chairman. Apprentices will not be worked alone, nor will two apprentices be worked together as partners except, in either case, under the direction and guidance of a mechanic. In computing the number of apprentices that may be employed in a trade, the total number of mechanics of that trade employed will be considered.

V. Seniority

A. A regular apprentice indentured on or after the effective date of this Agreement shall, upon completion of his apprenticeship, be given a seniority date as a journeyman mechanic retroactive 732 working days from the date of such completion, but not prior to his date of indenture.

B. A helper apprentice indentured on or after the effective date of this Agreement shall, upon completion of his apprenticeship, be given a seniority date as a journeyman mechanic retroactive 488 working days from the date of completion, but not prior to his date of indenture.

C. In counting back the 732 working days or 488 working days (5 days per week) all normal working days at the shop in question which were available to be worked and actually worked (whether full days of work or not), plus his paid holidays and vacations with pay, shall be counted. Days not worked because of any reason shall not be counted. This

paragraph is not applicable to any apprentice who started his training before the date of this agreement, but the application of this paragraph shall not result in any such apprentice standing lower on the mechanics seniority roster than apprentices who started training after the date of this Agreement, except for failure to work an available workday.

D. Apprentices indentured prior to the effective date of this Agreement shall be required to complete the number of days remaining in their apprenticeship, except no such apprentice shall be required to serve more time subsequent to the effective date of this Agreement than that required by this Agreement.

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

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

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

Certificate of Apprenticeship

This will certify that on _____ 19_____.

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

Name and Title of Appropriate Officer
of Corporation

VI. Expenses

Transportation, lodging, and meals will be provided by the Corporation for apprentices required to live away from their homes during the training program.

VII. Rates of Pay

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

REGULAR APPRENTICES:	Period	Rate
	lst	$5.46
	2nd	$5.52
	3rd	$5.64
	4th	$5.73
	5th	$5.83
	6th	$5.95

HELPER APPRENTICES:	Period	Rate
	lst	$6.04
	2nd	$6.11
	3rd	$6.16
	4th	$6.21

These rates of pay are subject to subsequent general wage increases. (The rates shown INCLUDE a 19cents per hour cost-of-living allowance which applies to straight-time, overtime, vacations, holidays, special allowances and arbitraries but does not apply to general wage increases.)

VIII. Effect of This Agreement

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

Signed at Miami, Florida, this llth day of February 1977.

FOR THE JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS AND APPRENTICES:

/s/ W. D. Crawford
W. D. Crawford, Chairman

/s/ Albert Terriego
A. A. Terriego, Vice Chairman

FOR THE NATIONAL RAILROAD PASSENGER CORPORATION:

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

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

/s/ T. W. Fleming
T. W. Fleming, Regional Manager, Labor Relations

MEMORANDUM OF AGREEMENT

BETWEEN

THE NATIONAL RAILROAD PASSENGER CORPORATION

and

THE JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS AND APPRENTICES

It is agreed that the APPRENTICE TRAINING AGREEMENT between Amtrak and the Organization signatory hereto is amended by the addition of the following provision:

The upgrading or advancement of apprentices to positions of mechanic in their respective crafts may be made with the approval of the local committee after the completion of the third period of 122 8-hour days provided that all mechanics in such craft at the point involved are assigned to work not less than forty (40) hours per week (except a week in which a holiday occurs). Such employes will receive the journeyman's rate of pay and will perform journeyman's work, while so advanced but will not obtain journeyman's seniority until completion of their specified term of apprenticeship. Apprentices so advanced will be relieved of the work set out in their training schedule during their advancement but shall continue to participate in classroom technical training to the extent possible until completion of their term of instruction.

Signed at Miami, Florida, this 11th day of February 1977.

FOR THE JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS AND APPRENTICES:

/s/ W. D. Crawford
W. D. Crawford, Chairman

/s/ Albert Terriego
A. A. Terriego, Vice Chairman

FOR THE NATIONAL RAILROAD PASSENGER CORPORATION:

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

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

/s/ T. W. Fleming
T. W. Fleming, Regional Manager, Labor Relations

MEMORANDUM OF UNDERSTANDING

Between

NATIONAL RAILROAD PASSENGER CORPORATION

AND

THE JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS AND APPRENTICES

IT IS AGREED: The parties recognize the right of Management Trainees to perform the work of the various crafts for the purpose of gaining direct experience in the various work processes at any mechanical department facility, with the following limitations:

1. Such employes will not obtain or accumulate seniority in any craft signatory hereto as a result of performing such work;

2. Such employes will not be considered apprentices, nor will they be included in the computation of the ratio provided in the Apprenticeship Agreement. They will not be used to the detriment of apprentices or journeyman mechanics;

3. Such employes will not be used for the purpose of avoiding overtime for other employes represented by the Organizations signatory hereto;

4. Such employes will only perform craft work under the supervision of a journeyman;

5. The management will notify the local committee of names and dates during which the Management Trainee will be functioning under this Agreement.

The Agreement is effective March 1, 1977, and shall be in effect until changed under the provisions of the National Railway Labor Act as amended.

FOR THE JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS AND APPRENTICES:

/s/ W. D. Crawford
W. D. Crawford, Chairman

/s/ Albert Terriego
A. A. Terriego, Vice Chairman

FOR THE NATIONAL RAILROAD PASSENGER CORPORATION:

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

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

/s/ T. W. Fleming
T. W. Fleming, Regional Manager Labor Relations

APPENDIX "J"

March 29, 1983

Mr. W. D. Crawford
Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices
400 First Street, N.W.
Washington, D.C. 20001

Dear Mr. Crawford:

This confirms your Agreement with J. R. Johnson, K. P. O'Connor and J. A. DeRoche regarding the establishment of a monthly rated workforce at San Antonio, Texas; Tampa, Florida and Russell, Kentucky, effective upon notice by the Carrier to the Organization that arrangements with the contractor(s) have been terminated.

Due to the requirements of the service, it was agreed to compensate employes covered by this Agreement at a monthly rate of $995.28.

This rate includes the current cost-of-living allowance, and is based on 87 hours' work per month. Employes who are required to work more than 87 hours in a given month and employes who do not work all the hours of their assignment will be compensated $11.44 for each hour worked.

It was also understood that Rule 11 (Workday and Workweek) and 13 (Overtime) would not be applicable to employes covered by this Agreement. All other rules in the February 1, 1977 Schedule Agreement will be applicable, except that the employes' bulletined hours of service will vary to conform to the requirements of service each day.

All fringe benefit rules will apply except that, for purposes of taking vacation, one week's vacation shall be seven (7) consecutive calendar days, rather than five (5) consecutive working days.

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

Very truly yours,

/s/ J. W. Hammers, Jr.

J. W. Hammers, Jr.
Corporate Director
Labor Relations

AGREED:

/s/ W. D. Crawford — March 29, 1983
W. D. Crawford — Date
Chairman

July 9, 1984
115.48

Mr. W. D. Crawford
Vice Chairman Joint Council of Carmen,
Helpers, Coach Cleaners and Apprentices
400 First Street, NW
Washington, D.C. 20001

Dear Mr. Crawford:

This refers to the Agreement dated March 29, 1983, which provides for the establishment of a monthly rated work force at San Antonio, Texas; Tampa, Florida; and Russell, Kentucky.

As explained during our meeting on July 9, 1984, the Carrier contemplates converting the operation at San Antonio from part-time to full-time. In this connection, the following understandings were reached:

1. The present part-time positions at San Antonio will be abolished and in lieu thereof, full-time positions established.

2. Employes occupying such positions will be subject to all rules of the Schedule Agreement except as indicated below.

3. In consideration of the frequency of service, Rule 11 (Workday and Workweek) and Rule 12 (Starting Time) will not be applicable and positions will be established with hours of duty and rest days to conform with service requirements.

4. Rule 13 (Overtime) will not be applicable until an employe has worked 40 hours in his workweek.

If the foregoing accurately reflects our understanding in this matter, please so indicate by signing in the space below returning one copy for our files.

Very truly yours,

/s/ C. B. Thomas

C. B. Thomas
Corporate Director - Labor Relations

I CONCUR:

/s/ W. D. Crawford 7/11/84
W. D. Crawford, Vice Chairman

November 7, 1988

Mr. J. E. Allred
Vice Chairman
Joint Council of Carmen,
Helpers, Coach Cleaners
and Apprentices
820 Railway Labor Bldg.
400 First Street, NW, Suite 804
Washington, DC 20001

Dear Mr. Allred:

This confirms discussion this date concerning the establishment of a monthly rated workforce at Houston, Texas. An understanding was reached during those discussions in connection with the establishment of tri-weekly service between Houston and Dallas, Texas, which service is to be inaugurated on or about November 15, 1988.

It was agreed that the provisions of the March 29, 1983, agreement pertaining to employes at San Antonio, Texas would be applicable to employes at Houston. The rates of pay would be upgraded to current applicable levels, i.e., $1,147.47 per month and $12.81 per hour. A copy of the March 29, 1983 agreement is attached for your reference.

It was further agreed to permit employes recalled to Houston, who had transferred to other seniority districts, to retain and accumulate seniority on such other districts if they accept recall to Houston.

If the foregoing accurately describes your understanding of this matter, please indicate your concurrence be signing in the space provided below, returning one copy to me and retaining a copy for your records.

Very truly yours,

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

I CONCUR:

/s/ J. E. Allred
J. E. Allred
Vice Chairman

11/9/88
Date

June 4, 1993

Mr. H. B. Lewin, General Vice President
Chairman, Joint Council of Carmen
400 North Capitol Street, N. W. Suite 858
Washington, D.C. 20001

Dear Mr. Lewin:

This has reference to recent discussions regarding the workforce at Houston and San Antonio, Texas.

During those discussions, it was agreed that, in lieu of the existing letter agreement provisions governing overtime at Houston and San Antonio, the provisions of Rule 13 - Overtime of the collective bargaining agreement will apply to employes at these locations within ten (10) days of our receipt of this signed agreement.

It was further agreed that should Amtrak revert to tri-weekly operation at either or both of these locations, then the provisions of the March 29, 1983, July 9, 1984, and November 7, 1988, letter agreements would again apply to employes at the affected location(s).

If the above properly reflects our understanding, please indicate your concurrence by signing below and returning one copy to me.

Very truly yours,

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

I CONCUR:

/s/ H. B. Lewin 6 / 16/ 93
H. B. Lewin, Chairman Date

APPENDIX "K"

MEMORANDUM OF AGREEMENT BETWEEN

THE

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

AND THE

JOINT COUNCIL OF CARMEN, HELPERS,

COACH CLEANERS AND APPRENTICES

In disposition of Organization Section 6 Notice #2 dated April 2, 1984, the following will govern the performance of wreck and other service requiring the use of wreck equipment in the Northeast Corridor (exclusive of yard wrecks) where Amtrak employes and equipment are used to perform such service.

I. Appendix E to the Schedule Agreement is amended to include the following classifications:

Wreck Train Crane Operator
Mobile Crane Operator/Driver
Block Truck Driver
Assistant Truck Driver/Welder

A. Three positions of Wreck Train Operator, Mobile Crane Operator/Driver will be bulletined to include the duties of Carmen, which employes assigned to those positions will perform when not engaged in wreck service.

B. The Block Truck will be staffed by a Driver (the lead man) and an Assistant Driver, both of whom must be qualified Carmen. In addition, the Assistant Driver must be qualified to operate the vehicle and to perform burner/welder duties as required.

The Driver and the Assistant Driver/Welder positions will be bulletined to include the duties of Carmen and employes assigned to those positions will perform such duties when not engaged in wreck service.

C. When performing wreck service employes will, in addition to their regular Journeyman rate of pay, receive a differential as follows:

Wreck Train Crane Operator	20 cents per hour
Mobile Crane Operator/Driver	20 cents per hour
Block Truck Driver	20 cents per hour
Assistant Truck Driver/Welder	10 cents per hour

I. A. Ground men will be called from a Wreck Crew List of employes who volunteer for such service.

B. Initially, the names of ground crew volunteers will be placed on the Wreck Crew List in the order they appear on the Carman's Seniority Roster at the location. Thereafter, the names of employes subsequently volunteering for wreck service will be added to the bottom of the Wreck Crew List in the order they apply. Applications for ground crew positions must be made in writing to the Facility Manager at the location.

C. Ground men will be used for wreck or other service requiring the use of wreck equipment in the order they appear on the Wreck Crew List. It is understood that yard wrecks or derailments may be handled first by employes on the Wreck List who are on duty, second by any other Carmen on duty and third by employes on the Wreck Crew List who are off duty.

D. If a ground man fails to respond to a call for wreck or other service on three (3) consecutive occasions within a six (6) month period, without prior notice due to vacation, sickness, etc., his/her name will be removed from the wreck crew list. An employe may be restored to the bottom of the wreck crew list after 90 days upon written request to and approval of the Facility Manager at the location.

III. A. Employes called out for wreck of other service requiring the use of wreck equipment shall be required to report within forty-five (45) minutes of the time called and shall be paid from the time called until the return as follows:

1. Time spent traveling (including waiting time) outside the employe's bulletined hours, during their assigned work days, will be paid for at the rate of time and one-half.

2. Time spent traveling (including waiting time) on the employe's rest days and recognized holidays will be paid for at the time and one-half.

3. Time spent working will be paid in accordance with Rule 13.

B. If during the time an employe is engaged in wreck or other service he is afforded the opportunity to rest four or more hours in adequate facilities, he/she shall receive no pay for such relief time.

IV. A. Wreck service equipment will be dispatched at the discretion of the Officer in Charge, who shall determine the requirements of service.

B. Employes holding bulletined positions on the wreck equipment will travel with the equipment to the wreck site. Ground men, if needed, will be called from the location nearest the wreck site.

C. Employes engaged in wreck or other service requiring the use of wreck equipment for five (5) hours from the time they were required to report or from the termination of their last meal period will be allowed reasonable time off with pay for a meal which will be provided

at the expense of the Company. Subsequent meal periods, with meals provided at the expense of the Company, will be allowed at five (5) hour intervals following termination of the preceding meal period.

V. A. As set forth herein, Amtrak employes will be responsible for manning all Amtrak Wreck Equipment; however, nothing in this Agreement shall preclude the Carrier from calling outside contractors to perform wreck service when it is determined that the requirements of service so necessitate.

B. It is understood that Amtrak employes assigned to wreck service may be used to perform such service for another Carrier when it is deemed. to be in Amtrak's best interest to do so.

This Agreement supersedes any and all previous Agreements relative to wreck or other service in the Northeast Corridor.

SIGNED AT WASHINGTON, D.C. THIS 15th DAY OF FEBRUARY 1987.

FOR THE JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS AND APPRENTICES:

/s/ W. D. Crawford

/s/ John Czuczman

/s/ Harvey M. Jones

/s/ H. E. Maslunka

/s/ Steven L. Mowery

FOR THE NATIONAL RAILROAD PASSENGER CORPORATION:

/s/ W. O. Cole

/s/ L. D. Miller

(Appendix “L” omitted) **See Rule 19 - Compassionate Leave)**

(Appendix “M” omitted) **See Rule 53 - Personal Leave)**

APPENDIX "N"

MEMORANDUM OF AGREEMENT

BETWEEN

THE JOINT COUNCIL OF CARMEN,

HELPERS, COACH CLEANERS AND

APPRENTICES

AND

THE NATIONAL RAILROAD PASSENGER CORPORATION

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 employes; and

WHEREAS, Amtrak Auto-Train service will be initiated between Lorton, VA, and Sanford, FL; 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 parties agree that it would be more desirable to perform the necessary work with Amtrak employes; and

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

IT IS AGREED:

1. Due to the requirements of the service, employes covered by this Agreement will be compensated at a monthly rate. This rate will be based on 87 hours' work per month and will be calculated on the effective Amtrak rate of pay for the class of service performed. Employes who are required to work more than 87 hours in a given month and employes who do not work all the hours of their assignment will be compensated on an hourly basis for each hour worked.

2. It is understood that Rule 13 (Overtime) and Rule 11 (Workday and Workweek) would not be applicable to employees covered by this Agreement, except that the punitive rate will be allowed for all hours worked in excess of 40 straight time hours each workweek or any work

performed on a holiday. All other rules of the February 1, 1976 Schedule Agreement, as amended, will be applicable unless superseded by this Agreement.[24]

3. Employes' bulletined hours of service may vary to conform to the requirements of the service each day. Day-to-day vacancies may be filled by any qualified and available employe; available Carmen shall be considered for Carmen vacancies before other employes.

4. Employes holding seniority on existing Amtrak rosters who are appointed to Amtrak Auto-Train positions shall continue to accrue seniority in the seniority districts from which they came for a period of two years from the date the Amtrak Auto-Train service is implemented.

   Two separate seniority districts are hereby established for Amtrak Auto-Train; they are defined to be the territories extending on a 30-mile radius from the Lorton, Virginia, and Sanford, Florida Passenger Stations, respectively.

5. Rule 9(a) (Reducing and Increasing Forces) shall be amended:

   In reducing forces, seniority rights shall govern. Except as otherwise provided in Section (b) of this Rule, at least seven calendar days advance notice, exclusive of the date of notice, shall be given employes affected in reduction of forces or in abolishing positions. A copy of such notice shall be posted on bulletin boards with a copy to the Local Chairman. Employes whose positions are abolished may within two calendar days of date of abolishment, exercise their seniority rights to displace junior employes. Employes displaced may, within two calendar days from date displaced, exercise their seniority rights in the same manner. Employes who do not possess sufficient seniority to displace junior employes or who do not assert their displacement rights within the prescribed time limit shall be in furloughed status.

6. For the purposes of taking vacation, one week's vacation shall be seven (7) consecutive calendar days, rather than five (5) consecutive working days. Likewise, the subsequent references 10, 15, 20 and 25 consecutive work days in Appendix C of the Schedule Agreement shall be increased proportionally to 14, 21, 28 and 35 calendar days.

7. For purposes of taking holidays, employes shall be entitled to one day's pay.

8. 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, Rule 10 shall not apply, and employes will not be eligible for the protective provisions of Appendix C-2 until the two-year limitation has been satisfied.

[24] Adopted from Letter Agreement dated February 15, 1987.

9. Employes covered by this Agreement will perform work in accordance with Rule 1 of the Schedule Agreement subject to the following exceptions: (1) except as may be needed on a temporary basis due to the manpower or service requirements of the Company; (2) in an emergency situation; (3) when a delay in train movement may be involved; (4) to load or unload vehicles as may be required. When an employe is temporarily assigned, his or her position will not be backfilled.

Signed at New York, NY this 31st day of August 1983.

FOR THE JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS AND APPRENTICES:

/s/ Albert A Terriego
A. A. Terriego
Vice Chairman

FOR THE NATIONAL RAILROAD PASSENGER CORPORATION:

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

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

Attachment "A"

February 15, 1987

Mr. W. D. Crawford, Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices
400 First Street, N.W.
Washington, D.C. 20001

Mr. John Czuczman, Vice Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices
c/o Transport Workers Union
80 West End Avenue
New York, New York 10023

Gentlemen:

In disposition of the Organization's Section 6 Notice, dated January 17, 1985, paragraph 2 of the Memorandum of Agreement dated August 31, 1983, relative to Auto Train is amended to read as follows:

It is understood that Rule 11 (Workday and Workweek) would not be applicable to employes covered by this Agreement, except that the punitive rate will be covered by this Agreement, except that the punitive rate will be allowed for all hours worked in excess of 40 straight time hours each workweek or any work performed on a holiday. All other rules of the February 1, 1976 Schedule Agreement, as amended, will be applicable unless superseded by this Agreement.		Rule 13 applies to Auto Train in accordance with 7/20/92 Agreement

Please indicate your concurrence by signing in the space below.

Very truly yours,

/s/ W. 0. Cole
Director
Labor Relations

/s/ W. D. Crawford
W. D. Crawford, Chairman
Joint Council of Carmen,
Helpers, Coach Cleaners,
and Apprentices

/s/ John Czuczman
J. Czuczman, Vice Chairman
Joint Council of Carmen,.
Helpers, Coach Cleaners,
and Apprentices

Attachment "B"

February 15, 1987

Mr. W. D. Crawford, Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices
400 First Street, N. W.
Washington, DC 20001

Mr. John Czuczman, Vice Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices
c/o Transport Workers Union
80 West End Avenue
New York, New York 10023

Gentlemen:

Incident to the disposition of the Organization's Section 6 Notice dated January 17, 1985, by the amendment of the Memorandum of Agreement dated August 31, 1983, relative to Auto Train, this will confirm our understanding that for as long as Auto Train operates daily, employes represented by your Organization assigned to Auto Train facilities at Lorton, Virginia, and Sanford, Florida, will be allowed to work 40 hours in a work-week.

However, if Auto Train reverts to tri-weekly service, employes working in that activity will be subject to the provisions of Paragraph 1 of the August 31, 1983 Agreement.

Please indicate your concurrence by signing in the space below.

Very truly yours,

/s/ W. 0. Cole
Director
Labor Relations

/s/ W. D. Crawford
W. D. Crawford, Chairman
Joint Council of Carmen,
Helpers, Coach Cleaners,
and Apprentices

/s/ John Czuczman
J. Czuczman, Vice Chairman
Joint Council of Carmen,
Helpers, Coach Cleaners,
and Apprentices

January 6, 2000

Mr. M. W. Napier
General Vice President
Brotherhood of Railway Carmen
3 Research Place
Rockville, MD 20850

Mr. Michael H. McMillan
Local Chairman, Local 6364
Brotherhood of Railway Carmen
1118 Collingwood Road
Alexandria, VA 22308

Gentlemen:

This refers to our discussion this date concerning the new Auto Train station at Lorton, Virginia.

We agreed that Amtrak may have two part time coach cleaner positions under Rule 54 of the Agreement at the Lorton Auto Train Facility contingent upon Amtrak maintaining 22 full time coach cleaner positions filled at the Lorton Auto Train Facility. The part time coach cleaners at Lorton will be given first preference for hire for full time positions when they become available.

Very truly yours,

C. B. Thomas
Senior Director
Labor Relations

AGREED:

_____
M. W. Napier

_____
Michael H. Mcmillan

February 1, 2001

Mr. Marvin Napier
Vice Chairman
Joint Council of Carmen
3 Research Place
Rockville, MD 20850

Dear Mr. Napier:

Reference our discussion today concerning the establishment of an additional part time coach cleaner at Sanford, Florida.

We agreed that a second part time coach cleaner may be established at the Sanford, Florida maintenance facility under the provisions of Rule 54, Part Time, of the Joint Council of Carmen Agreement. The part time coach cleaners at Sanford will be given first preference for hire for full time positions when they become available.

We appreciate your cooperation in this matter.

Very truly yours,

Charles B. Thomas
Director
Labor Relations

I AGREE:

_____
Marvin Napier

(Appendix “O” omitted)

APPENDIX "P-1"

December 6, 1976

Mr. Albert Terriego, Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices
1980 Broadway
New York, New York 10023

Mr. W. D. Crawford, Vice Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices
400 First Street, N.W.
Washington, D. C. 20001

Gentlemen:

This refers to our Agreement governing the rates of pay, hours, rules and working conditions between the Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices and the National Railroad Passenger Corporation.

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

Training Programs

This will confirm our understanding that those employees represented by your Organization selected for training programs will be paid their normal rate of compensation for attending classes Monday through Friday. Transportation and lodging will be provided by Amtrak. Meals will be provided by Amtrak and, when such meals are not provided, the employees will be reimbursed for the actual necessary expense of procuring such meals. Travel and waiting time will be allowed at the pro-rata rate or, if authorized to travel by private automobile, at the rate of 2 minutes per mile driven. When employees are provided sleeping accommodations on trains between the hours of 9:00 p.m. and 6:00 a.m., such hours will not be paid for.

If agreeable, please sign in the spaces provided below.

Very truly yours,

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

AGREED:

/s/ Albert Terriego
Albert A. Terriego, Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices

/s/ W. D. Crawford
W. D. Crawford, Vice Chairman
Joint Council of Carmen, Helpers
Coach Cleaners and Apprentices

APPENDIX P2

December 6, 1976

Mr. Albert Terriego, Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices
1980 Broadway
New York, New York 10023

Mr. W. D. Crawford, Vice Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices
400 First Street, N.W.
Washington, D. C. 20001

Gentlemen:

This refers to our Agreement governing the rates of pay, hours, rules and working conditions between the Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices and the National Railroad Passenger Corporation.

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

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

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

Very truly yours,

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

AGREED:

/s/ Albert Terriego
Albert A. Terriego, Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices

/s/ W. D. Crawford
W. D. Crawford, Vice Chairman
Joint Council of Carmen, Helpers
Coach Cleaners and Apprentices

APPENDIX "Q"

November 18, 1982

Mr. Albert A. Terriego
Chairman
Joint Council of Carmen, Helpers,
Coach Cleaners and Apprentices
1980 Broadway, Rm. 3
New York, New York 10023

Dear Mr. Terriego:

This refers to Amtrak's intention to assume, pursuant to the Rail Passenger Service Act of 1970, as amended, functional responsibilities with respect to intercity passenger services now performed by Conrail employes at Baltimore, Maryland; Grand Central Station, New York and New Haven, Connecticut, effective January 1, 1983.

It is our intention to establish the following positions, which will be offered, initially, to Conrail employes in the seniority districts encompassing the locations listed:

BALTIMORE

4 Carmen

GRAND CENTRAL TERMINAL

6 Carmen
16 Coach Cleaners

NEW HAVEN

8 Carmen

These job offers will be posted by Conrail on December 3, 1982 and will be in the normal advertising format with the Amtrak location, title, rate of pay, tour of duty, rest days and assigned duties. Applications will be accepted until close of business on December 9, 1982 and will be considered as the employes' release to transfer their service and personnel records to Amtrak as of January 1, 1983. The senior qualified applicants will be notified on December 15, 1982 and shall begin as Amtrak employes on January 1, 1983.

Persons transferred to Amtrak under this Agreement will have their names and dates on the Conrail seniority rosters merged and dovetailed into the appropriate Amtrak seniority rosters. Their service with Conrail shall be added to Amtrak service for purposes of determining eligibility for vacation and personal leave; however, there shall be no pyramiding or duplication of any benefit in the application of any portion of this Agreement.

Very truly yours,

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

AGREED:

/s/ A. A. Terriego
A. A. Terriego
Chairman

11 / 29 / 82
Date

cc: W. D. Crawford

AGREEMENT MADE BY AND BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

AND ITS EMPLOYES REPRESENTED BY THE

JOINT COUNCIL OF CARMEN (JCC)

WHEREAS, the National Railroad Passenger Corporation (hereinafter referred to as Amtrak) has agreed to assume certain responsibilities for the maintenance of its trains now performed by Consolidated Rail Corporation (Conrail) employes at the Pittsburgh, Pennsylvania, Passenger Station effective on or about 12:01 a.m., March 1, 1990.

WHEREAS, it is the desire of the parties to this agreement to avoid any interruption of service in the interest of the public and to minimize impact on the employes of Conrail the provider prior to March 1, 1990.

WHEREAS, the assumption of this operation will result in the establishment by Amtrak of comparable positions necessary to perform certain work formerly performed by employes of Conrail as the provider; and,

WHEREAS, Amtrak intends to offer employment to certain employes of Conrail,

NOW, THEREFORE, IT IS AGREED:

1) The Joint Council of Carmen Rules Agreement dated February 1, 1977 as amended, will apply except as specifically provided herein. The service covered by this agreement will be a separate seniority district and the employes securing a position established by Amtrak in accordance with this agreement will be placed on a separate seniority roster. Existing Conrail employes will be taken over in place.

2) Employes of Conrail accepting employment on Amtrak pursuant to this agreement will be placed on the seniority roster with their earliest retained Conrail seniority date within the craft and class.

3) Subject to the provisions of the applicable Amtrak Collective Bargaining Agreement, compensated days and years of service recognized by Conrail shall be used in determining entry rates and eligibility for benefits such as personal leave, vacation and health and welfare benefits for employes entering Amtrak service under this agreement.

4) There shall be no pyramiding or duplication of any benefit(s) in the application of any portion of this agreement.

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

Signed at Pittsburgh, Pennsylvania, this 22nd day of February 1990.

FOR: THE JOINT COUNCIL OF CARMEN

/s/ John Czuczman
John Czuczman, Chairman

FOR: THE NATIONAL RAILROAD PASSENGER CORPORATION

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

APPENDIX "R"

IMPLEMENTING AGREEMENT BY AND BETWEEN EMPLOYES REPRESENTED BY THE JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS AND APPRENTICES, THE BROTHERHOOD OF RAILWAY CARMEN OF THE U.S. AND CANADA, THE NATIONAL RAILROAD PASSENGER CORPORATION, AND THE WASHINGTON TERMINAL COMPANY IN CONNECTION WITH THE ASSUMPTION BY AMTRAK OF CERTAIN PASSENGER FACILITIES AND FUNCTIONS AT THE WASHINGTON TERMINAL COMPANY LOCATED AT WASHINGTON, D.C.

WHEREAS, the National Railroad Passenger Corporation (hereinafter referred to as Amtrak) will assume the maintenance of equipment, maintenance of facilities and support functions formerly performed by the Washington Terminal Company (hereinafter referred to as WTCo), at Washington, D.C., and,

WHEREAS, this transaction will result in the establishment by Amtrak of comparable positions necessary to perform the work formerly performed by WTCo employes represented by the Organization(s) signatory hereto, and

WHEREAS, it is the desire of the parties to effect an orderly transfer and reassignment of the employes involved, and to insure the preservation of their rights and privileges under

Appendix C-1 of the National Railroad Passenger Corporation Agreement;

NOW, THEREFORE, IT IS AGREED:

1. The Labor Protective Conditions as set forth in Appendix C-1 to the Operating Agreement between Amtrak and the WTCo which Appendix, by reference hereto, is incorporated herein and made part hereof, shall be applicable to this transaction.

2. WTCo employes will be considered adversely affected as a result of the implementation of the provisions of this Memorandum of Agreement and will be entitled to the protective benefits and conditions as provided in Section 1 above.

3. WTCo will give the organization signatory hereto, 20 days' written notice of the contemplated transaction. This advance notice shall be by registered mail and shall indicate the number of positions to be discontinued by WTCo and transferred to Amtrak.

4 (a) All active employes holding an employment status with WTCo shall be notified of the offer of employment by notice posted on the appropriate employe bulletin boards not less than seven (7) days prior to the date Amtrak will formally assume responsibility for such service. Such notice will contain dates, times and locations for employes to complete Amtrak employment application forms.

(b) An employe who is on vacation, suspension, temporary leave of absence or temporary disability at the time of the assumption and who otherwise has entitlement to transfer to Amtrak, shall be subject to the provisions of this Agreement the same as if he had been in

active service on the effective date of the transaction. In the event such employe returns to service on or after the date of the transaction, he shall have seven (7) days following his return to service to accept Amtrak's offer of employment and exercise seniority to an available position in the new Amtrak facility. If such employe returns to service between the date the offer of employment is posted and the date of the transaction, he shall have the right to exercise seniority under Section 5(b) of this Agreement.

(c) Employes to whom the offer of employment is made will be considered as having accepted the offer unless they specifically decline by written notice to the designated officer of WTCo within 7 days from the date Amtrak formally makes the offer of employment.

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

(b) An employe who accepts employment and who has a displacement right at the time of takeover may exercise that right under applicable seniority rules in effect at that time.

6. A separate seniority district is hereby established for employes accepting employment with Amtrak. The district is defined as the territory extending on a 30 mile radius from the WTCo station building, excluding the Auto Train facility at Lorton, Virginia.

7. An employe who accepts employment with Amtrak will be granted a leave of absence by WTCo for the length of his protective period under Appendix C-1. During said protective period, such employes shall be entitled to the benefits, and subject to the obligation, of Appendix C-1.

8. An employe who accepts employment with Amtrak under the provisions of this Agreement will retain and continue to accumulate seniority on WTCo, and will retain all of the rights and benefits to which he may be entitled under Appendix C-1.

9 (a) An employe who accepts employment with Amtrak will be permitted to return to WTCo during the period of his leave of absence only in circumstances wherein he is deprived of employment with Amtrak within the meaning of Appendix C-1.

(b) An employe who returns to WTCo in accordance with this Article 9 shall be accorded the benefits to which he is entitled under Appendix C-1.

10. Except as provided in Section 11(c) of this agreement, any dispute arising with respect to the interpretation or application of this implementing Agreement will be handled by the General Chairman directly with the Corporate Director Labor Relations of Amtrak. If unresolved within 90 days following the commencement of conferences between the General Chairman and the Corporate Director, either party may proceed to arbitration pursuant to the provisions of Section 3, Second of the Railway Labor Act. For the purposes of claims filed pursuant to this implementing Agreement, the time limits in existing collective bargaining agreements shall not be applicable.

11. Employes accepting employment with Amtrak under the terms of this Agreement who are entitled to certain monetary guarantees under Appendix C-1 shall have such guarantees paid as follows:

    (a) As promptly as possible following the effective date of the transaction, WTCo shall furnish Amtrak a list, by union affiliation, showing the applicable guarantee for each employee accepting employment with Amtrak pursuant to the provisions of this Agreement. A copy of such list shall be furnished to the appropriate General Chairman. Amtrak shall supply each employe their respective test period average and guarantee (TPA - MDA).

    (b) Amtrak shall prepare and distribute appropriate forms to permit affected employes to file claims for dismissal, displacement, moving, separation allowances as provided for in Appendix C-1.

    Claims of employes must be made within 60 days from the last day of the month for which the claim is filed, 60 days from the date of this Agreement, or 60 days from the date WTCo furnishes the statement of "Average Monthly Compensation" and "Average Monthly Time Paid for," whichever occurs later. Claims for guarantee compensation alleged to be due which are allowed shall be paid to the employe by Amtrak acting as an agent for WTCo for this transaction.

    (c) Disputes involving claims for guarantee compensation alleged to be due under Appendix C-1 which have not been resolved following handling with Amtrak's Manager Labor

    Relations Eastern Region and the Corporate Director Labor Relations pursuant to the Amtrak Rules Agreement, may be pursued under the provisions of Section 3, Second of the Railway Labor Act.

12. Payroll deduction agreements, practices and policies in effect on WTCo shall be continued by Amtrak for WTCo employes protected under Appendix C-1 who accept Amtrak employment.

13. Work being performed by a Craft and Class of employe of WTCo shall continue to be recognized and performed at the new Amtrak's Washington Seniority District by the respective Craft and Class of employe without change.

14. WTCo shall furnish to each employe a copy of this implementing Agreement to which a copy of Appendix C-1 will be attached.

15. Compensated days and years of service recognized by the Washington Terminal Company will be used by Amtrak in determining eligibility for vacation, personal leave, and other length of service related benefits for Washington Union Terminal employes accepting employment with Amtrak.

16. Employes receiving any of the benefits and/or protection provided in Appendix C-1 shall be required to maintain membership under the respective Union Shop Agreements in effect in the same manner as any other employe regularly assigned in Amtrak's service.

17. All claims and grievances pending on WTCo prior to the takeover by Amtrak shall become the responsibility of Amtrak on behalf of the WTCo.

Signed at Washington this 14th day of August, 1984.

For The Joint Council
of Carmen, Helpers,
Coach Cleaners and
Apprentices:

/s/ W. D. Crawford

For The Washington Terminal
Company:

/s/ E. S. Bagley
E. S. Bagley
General Superintendent

For the Brotherhood
of Carmen of the U.S.
and Canada:

/s/ James E. Howard
C. B. Thomas

For the National Railroad
Passenger Corporation:

/s/ C. B. Thomas

Corporate Director
Labor Relations

Letter No. 1
August 14, 1984

Mr. W. D. Crawford
Vice Chairman
Joint Council of Carmen,
Helpers, Coach Cleaners
and Apprentices
400 First Street, N.W.
Washington, D. C. 20001

Dear Mr. Crawford:

This refers to our discussion in connection with Amtrak assumption of employes at the Washington Terminal Company.

In application of ARTICLE I of the May 27, 1982 Memorandum of Agreement between Amtrak and the Organization, Section B Program Work will apply to the new Amtrak Car Shop facility in Washington, D.C.

Further, in the application of ARTICLE XI of the May 27, 1982 Memorandum of Agreement between Amtrak and the Organization, Paragraph (3) will apply to Washington, D.C.

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

Very truly yours,

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

I CONCUR:

/s/ W. D. Crawford
W. D. Crawford
Vice Chairman

Letter No. 2
August 14, 1984

Mr. W. D.Crawford
Vice Chairman
Joint Council of Carmen,
Helpers, Coach Cleaners
and Apprentices
400 First Street, N.W.
Washington, D.C. 20001

Dear Mr. Crawford:

This refers to our discussion in connection with Amtrak assumption of employes at the Washington Terminal Company.

Washington Terminal Company employes accepting employment with Amtrak who are working as supervisors or are occupying officials positions, and who hold seniority on a craft roster at the Washington Terminal Company will be placed on the appropriate Amtrak craft roster provided they comply with the membership requirement of the appropriate Amtrak Rules Agreement.

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

Very truly yours,

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

I CONCUR:

/s/ W. D. Crawford
W. D. Crawford
Vice Chairman

Letter No. 3
August 14, 1984

Mr. W. D. Crawford
Vice Chairman
Joint Council of Carmen,
Helpers Coach Cleaners
and Apprentices
400 First Street, N.W.
Washington, D.C. 20001

Dear Mr. Crawford:

This refers to our discussion in connection with Amtrak assumption of employes at the Washington Terminal Company.

In the event the Washington Terminal Company rate of pay in a position held by a Washington Terminal Company employe exceeds the rate of pay provided under the Amtrak

Schedule Agreement for the position to which the employe is transferred, the employe transferring to Amtrak will be paid the Washington Terminal rate during his protected period subject to the application of ARTICLE I of Section 5(b) of Appendix C-1. It is further agreed that the parties will meet to negotiate a settlement for the differential in rates.

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

Very truly yours,

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

I CONCUR:

/s/ W. D. Crawford
W. D. Crawford
Vice Chairman

Letter No. 4

August 14, 1984

Mr. W. D. Crawford
Vice Chairman
Joint Council of Carmen,
Helpers, Coach Cleaners
and Apprentices
400 First Street, N.W.
Washington, D.C. 20001

Dear Mr. Crawford:

This refers to our discussion in connection with Amtrak assumption of employes at the Washington Terminal Company.

A Washington Terminal Company employe who is dismissed at the time of assumption and who is subsequently reinstated, will be accorded the same rights as an employe covered under Article 4(b) of the June 1, 1984 Implementing Agreement.

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

Very truly yours,

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

I CONCUR:

/s/ W. D. Crawford
W. D. Crawford
Vice Chairman

Letter No. 5
August 14, 1984

Mr. W. D. Crawford
Vice Chairman
Joint Council of Carmen,
Helpers, Coach Cleaners
and Apprentices
400 First Street, N.W.
Washington, D.C. 20001

Dear Mr. Crawford:

This refers to our discussion in connection with Amtrak assumption of employes at the Washington Terminal Company.

Amtrak will continue the present practices concerning employe parking for employes working at the former Washington Terminal Company facility.

Very truly yours,

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

September 12, 1986
205.15.3

Mr. W. D. Crawford, Chairman
Joint Council of Carmen,
Helpers, Coach Cleaners
and Apprentices
400 First Street, N. W.
Washington, D.C. 20001

Dear Mr. Crawford:

This is in reference to our discussion concerning the seniority date for apprentices who started the program under the former Washington Terminal Company (WTC) Apprentices Agreement and finished after the Amtrak assumption of WTC employes.

For the reason discussed., the above-referenced apprentices will establish a seniority date in accordance with the former WTC Apprentice Agreement. Employes entering the program after Amtrak's assumption of former WTC employes will establish a date in accordance with the Amtrak Apprentice Agreement.

If the foregoing is correct, please sign in the space provided below.

Very truly yours,

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

AGREED:

/s/ W. D. Crawford 9 / 17 / 86
W. D. Crawford

APPENDIX "S"

AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

JOINT COUNCIL OF CARMEN HELPERS, COACH CLEANERS AND APPRENTICES

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 Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices in an effort to help the apparent Rule "G" violator retain an employment relationship and seek rehabilitation, jointly consider a change in the Rule "G" policy desirable. The objective of this Agreement is to encourage mutual cooperation between labor and management in addressing alcohol and drug use problems in the railroad industry.

1. If any member(s) of a crew believes that another member of a crew may be in an unsafe condition, such employe may immediately contact an Amtrak officer. If the Amtrak officer, upon investigation, determines there is an apparent violation of Rule G, the employe will be removed from service.

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

2. Once an employe has been relieved from service under paragraph (1), he or she must contact Amtrak's Employe Assistance Program (EAP) Counselor within five (5) working days of the removal from service. If the employe contacts the EAP Counselor and accepts counseling he will be paid for the full tour of duty or trip lost (one way) as a result of his or her removal from service.

3. If the employe does comply with the requirements set forth in paragraph (2), and the EAP Counselor determines that the employe is not in need of counseling, the employe 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 employe does comply with the requirements set forth in paragraph (2), and the EAP Counselor determines that the employe is in need of employe assistance and the employe accepts counseling, then the employe will be returned to service upon a favorable recommendation from the EAP Counselor. Successful completion of a physical examination will be required if the employe has been off more than 30 days. In addition, the employe will be subject to such continuing review and testing as deemed appropriate by and only under the direction of the EAP Counselor for up to two years to ensure the effectiveness of treatment, if a subsequent test conducted at the discretion of the EAP Counselor is positive, the employe 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 employe 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 employe 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 employe 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 employe still has not contacted an EAP Counselor or does not accept counseling, if required, all regular rules of the agreements will apply.

6. The employe(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 (10) years to each employe covered by this Agreement. Thereafter, all regular rules of the agreements will apply.

8. The rules of the Agreements between the National Railroad Passenger Corporation and the Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices are modified as provided by this Agreement.

9. If and when disagreements arise as a result of interpretations of the foregoing agreement, a committee elected by the Chairman or Vice Chairman of the Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices and the Senior Director of Labor Relations of Amtrak will meet as expeditiously as is practicable to resolve any matters in dispute.

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 28 of February 1991.

FOR THE JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS AND APPRENTICES

/s/ John Czuczman
John Czuczman
Assistant Director
Railroad Division
Transport Workers Union of America

FOR THE NATIONAL RAILROAD PASSENGER CORPORATION

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

AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

JOINT COUNCIL OF CARMEN HELPERS, COACH CLEANERS AND APPRENTICES

PREVENTION PROGRAM COMPANION AGREEMENT

Amtrak and the Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices 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 employe charged with violating Rule G will be eligible to enroll in the Employe 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 employe has had no Rule G violation on his or her record for at least ten (10) years; and

   b. The employe 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 employe 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 employe to determine whether or not the employe may safely be returned to service and the course of treatment which the employe should follow.

4. If the evaluation indicates that the employe 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 employe must follow the course of treatment established by the counselor during the probationary period.

5. If the evaluation indicates that the employe 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 employe to service on a probationary basis as described in paragraph 4 above.

6. If, at any time during the 24-month probationary period, the employe 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 employe from the EAP. If the employe has been returned to service, Amtrak will, remove the employe from service and the employe will be subject to an investigation in accordance with Rule 23[25] and subject to dismissal.

7. An employe 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 employe, has been returned to service, Amtrak will remove the employe from service and the employe will be subject to an investigation in accordance with Rule 23 and subject to dismissal.

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

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

10. This Agreement is effective 28 February 1991, and may be terminated by either party upon service of five day's written notice upon the other party.

Signed this 28 of February 1991.

FOR THE JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS AND APPRENTICES

/s/ J. E. Allred
J. E. Allred
Vice President

FOR THE NATIONAL RAILROAD PASSENGER CORPORATION

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

[25] Article III, Section 2(a) of the June 21, 2010 Settlement Agreement eliminated the requirement for an investigation.

August 22, 1989

Mr. J. E. Allred
Vice President
Brotherhood of Railroad Carmen
820 Railway Labor Building
400 First Street, N.W.
Washington, D.C. 20001
Dear Mr. Allred:

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 space provided below.

Very truly yours,

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

/s/ J. E. Allred
J. E. Allred
Vice President

August 22, 1989

Mr. J. E. Allred
Vice President
Brotherhood of Railroad Carmen
820 Railway Labor Building
400 First Street, N.W.
Washington, D.C. 20001

Dear Mr. Allred:

For the purposes of the application on the Rule 6 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
C. B. Thomas
Senior Director
Labor Relations

AGREED:

/s/
J. E. Allred
Vice President

August 23, 1989

Mr. J. E. Allred
Vice President
Brotherhood of Railroad Carmen
820 Railway Labor Building
400 First Street, N.W.
Washington, D.C. 20001

Dear Mr. Allred:

During the negotiation of the Operation RedBlock Agreements it was understood that Amtrak would pay members of the Prevention Teams for time lost on their assignment while involved in Company sponsored Operation RedBlock training.

Very truly yours,

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

February 27, 1991

Mr. John Czuczman
Assistant Director
Railroad Division
Transport Workers Union of America
80 West End Avenue
New York, NY 10023

Dear Mr. Czuczman:

For the purpose of the application of Section 7 of the Bypass Agreement and the Companion Agreement, any participation in the EAP program as a Rule G violation prior to March 1, 1986 will not be considered in determining eligibility for entry into the program under the agreement signed this date.

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

Very truly yours,

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

AGREED:

/s/ John Czuczman
John Czuczman
Assistant Director
Railroad Division
Transport Workers Union of
America

February 27, 1991

Mr. John Czuczman
Assistant Director
Railroad Division
Transport Workers Union of America
80 West End Avenue
New York, NY 10023

Dear Mr. Czuczman:

During the period an employe 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 space provided below.

Very truly yours,
/s/ C. B. Thomas
C. B. Thomas - Senior Director
Labor Relations

AGREED:

/s/ John Czuczman
John Czuczman
Assistant Director
Railroad Division
Transport Workers Union of
America

February 27, 1991

Mr. John Czuczman
Assistant Director
Railroad Division
Transport Workers Union of America
80 West End Avenue
New York, NY 10023

Dear Mr. Czuczman:

During the negotiation of the Operation RedBlock Agreements it was understood that Amtrak would compensate in pay or "makeup" hours members of the Prevention Teams for time lost on their assignment while involved in Company sponsored Operation RedBlock training. Employes 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
C. B. Thomas - Senior Director
Labor Relations

APPENDIX "T"

October 2, 1991

Mr. J. E. Allred, Chairman
JCC
400 First Street, N.W.
Suite 804
Washington, D.C. 20001

Dear Mr. Allred:

This has reference to our telephone conversation of September 30, 1991, and Amtrak's desire to become the operator of commuter services as they develop in the state of California.
We are currently one of two remaining bidders for the Los Angeles area commuter service. It would be helpful to Amtrak in obtaining this service if we could agree upon the following for presentation to the Southern California Regional Railroad Authority (SCRRA) before October 11, 1991.

1. It is agreed that the Los Angeles Commuter Service constitutes a separate seniority district.

2. It is understood that should a commuter authority change their operator from Amtrak in the future such change would not constitute a transaction for the purposes of the Transfer of Work-Abandonment of Facilities rule of the labor agreement.

3. It is recognized that the operation of a commuter service does not constitute intercity rail passenger service and that Appendix C-2 is not applicable to such operations.

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

If the foregoing is agreeable to the organization, please indicate by signing in the space provided below and returning the original to me for implementation.

Very truly yours,

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

I CONCUR:

/s/ J. E. Allred
J. E. Allred, Chairman

APPENDIX "U"

January 14, 1993

Mr. H. B. Lewin, General Vice President
Vice Chairman, Joint Council of Carmen
400 North Capitol Street, N.W., Suite 858
Washington, D.C. 20001

Dear Mr. Lewin:

This refers to our discussions concerning Amtrak's operation of commuter service in behalf of the Peninsula Corridor Joint Powers Board, hereinafter referred to as the Peninsula Commute Service (PCS). Amtrak has provided opportunities for employment to Southern Pacific employes who were engaged in that commuter service. This will confirm our agreement to the following with regard to that service:

1. The territory of the Peninsula Commute Service, including the future facility at

   Lick, will constitute a separate seniority district. Therefore, the operation due to commence at Gilroy, CA in the near future is included in the PCS seniority district. PCS employes will be placed on a Peninsula Service seniority roster in order of their former Southern Pacific seniority. However, employes will retain prior rights to positions at the location at which they are working the date of this agreement until the Lick facility becomes operational.

2. The parties recognize that this commuter service does not constitute intercity rail passenger service and that, accordingly, Appendix C-2 does not apply to this service;

3. SP employes who became Amtrak employes in connection with the operation of this service will have their SP service credited insofar as vacation, personal days, holidays, and all health and welfare and dental benefits are concerned.

4. There shall be no pyramiding or duplication of any benefit(s) in the application of any portion of this Agreement.

.5 Amtrak will provide the organization with copies of the applicable job notices and awards pertaining to the start of this service.

If you are agreeable to the foregoing, please indicate your concurrence by signing in the space provided below.

Very truly yours,

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

I CONCUR:

/s/ H. B. Lewin
H. B. Lewin, General Vice President
Vice Chairman, Joint Council of Carmen

January 14, 1993

Mr. H. B. Lewin, General Vice President
Vice Chairman, Joint Council of Carmen
400 North Capitol Street, N.W., Suite 858
Washington, D.C. 20001

Dear Mr. Lewin:

In application of the agreement signed this date regarding the Peninsula Commute Service (PCS) there were no references to the application of Rule 10-Transfer of Work-Abandonment of Facility. While the parties disagree to the application of the provision to a contract commuter service operation, in order to facilitate an orderly operation of service, the parties have agreed to hold the potential dispute in abeyance for a six-year period under the following conditions:

(1) The rule would not in any event be in effect for the first six years following the initial staff of service.

(2) Employes not transferring from the SP to the PCS service would not be covered by the rule.

(3) Employes entitled to other protective conditions would necessarily apply for such protection prior to a potential application of Rule 10; such protective benefits would be offset against Rule 10 benefits.

(4) In the negotiation of future commuter agreements with commuter agencies, Amtrak will seek to have included in such agreements provisions that the agency will require that any substitute operator employ the Amtrak employes engaged in the PCS service operation in the event Amtrak ceases to operate the service.

(5) Except as indicated herein, it was agreed that the February 1, 1977, Agreement, as amended, will be applicable to the Peninsula Commute Service.

If the above correctly sets forth our understanding, please sign in the space provided below, returning one original to me for our files.

Very truly yours,

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

I CONCUR:

/s/ H. B. Lewin
H. B. Lewin, General Vice President - Vice Chairman, Joint Council of Carmen

January 14, 1993

Mr. H. B. Lewin, General Vice President
Vice Chairman, Joint Council of Carmen
400 North Capitol Street, N.W., Suite 858
Washington, D.C. 20001

Dear Mr. Lewin:

This refers to our discussions concerning Amtrak's operation of commuter service in behalf of the Peninsula Corridor Joint Powers Board, hereinafter referred to as the Peninsula Commute Service (PCS), and the agreement signed this date.

It is understood that if Amtrak employes engaged in intercity service are located in a facility with Amtrak employes engaged in Peninsula Commute Service, Amtrak employes may be utilized on a day to day basis in support of either commuter or intercity work which may be properly assigned to the carman craft pursuant to the labor agreement at the facility. However, regular positions will be advertised indicating whether primarily for PCS or intercity service, and awarded to employes from the PCS or intercity roster, whichever roster is applicable to the position to be awarded. Separate rosters will be maintained for Peninsula Commute Service and Amtrak intercity.

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

Very truly yours,

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

I CONCUR:

/s/ H. B. Lewin
H. B. Lewin, General Vice President
Vice Chairman, Joint Council of Carmen

January 14, 1993

Mr. H. B. Lewin, General Vice President
Vice Chairman, Joint Council of Carmen
400 North Capitol Street, N.W., Suite 858
Washington, D.C. 20001

Dear Mr. Lewin:

This refers to our discussions concerning Amtrak's operation of commuter service in behalf of the Peninsula Corridor Joint Powers Board, hereinafter referred to as the Peninsula Commute Service (PCS).

This will confirm our understanding that when Amtrak's heavy duty cleaning operation in West Oakland, CA is relocated to the facility at Lick, Amtrak will consider performing the heavy cleaning now performed by contractors at San Francisco, CA at the Lick facility.

Very truly yours,

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

It is the purpose of this Memorandum of Understanding by and between the NATIONAL RAILROAD PASSENGER CORPORATION (Amtrak) and the **JOINT COUNCIL OF CARMEN (JCC)**, the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), and the AMERICAN RAILWAY AND AIRWAY SUPERVISORS (ARASA-ME), in the West Coast Strategic Business Unit at the **PENINSULA COMMUTE SERVICE** IN SAN FRANCISCO, CALIFORNIA, to institute a workweek of 40 hours, consisting of 4 days of 10 hours each, with 3 consecutive rest days in 7 days.

This agreement will apply only when a National Holiday falls or is observed on a Monday as follows:

- Applicable only to third shift employees which currently consists of 1 Electrician, 2 Carmen, 2 Coach Cleaner and 1 Foreman.
- Scheduled hours will be 9:00 p.m. to 7:00 a.m.
- Rest days will be Friday through Sunday (prior to the holiday). Workdays will be Monday through Thursday.
- Employees will revert to their regular scheduled rest day on the Friday following the holiday.
- Employees will be considered to have blocked the holiday by working the Thursday prior to the holiday, and the Tuesday following the holiday.

It is understood that employee will not be adversely affected by this temporary change.

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

FOR THE CARRIER:

/s/ C. B. Thomas 6/6/00
C. B. Thomas Date
Senior Director, Labor Relations

FOR THE ORGANIZATIONS:

/s/ Marvin Napier
Marvin Napier
Assistant General President
Joint Council of Carmen

/s/ Robert Ramirez
Robert Ramirez
General Chairman
Secretary/ Treasurer
IBEW

/s/ Pete F. Bradarich
Pete F. Bradarich
President/General Chairman
American Railway and Airway Supervisors - ME

APPENDIX "V"

ATTACHMENT A

JOINTNESS PRINCIPLES

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

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

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

Specifically, Amtrak retains its right to self insure if such would be more economically beneficial and assure the same quality level of administration.

Amtrak will make every effort to design a proposed joint committee plan and share it with the unions promptly. The organizations signatory hereto are also committed to reaching an agreement as soon as possible regarding the design and implementation of this joint administrative plan, including the selection of a neutral chairman for the committee.

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

APPENDIX "W"

MEMORANDUM OF AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION

And

JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS AND APPRENTICES

In order to provide a more efficient operation in the maintenance of equipment in the Mechanical Department of the Northeast Corridor, it is agreed to establish a NECIP Car Equipment Maintenance and Support Gang Program as set forth below:

1. The Carrier will provide one (1) repair truck at each location listed below which will be equipped with such light repair materials as deemed necessary and used as transportation for repairmen to make repairs to and/or maintain Amtrak freight rolling stock equipment.

   Providence, Rhode Island
   New Haven, Connecticut
   County, New Jersey
   Wilmington, Delaware
   Baltimore, Maryland

   It is understood the locations at which these repair trucks are headquartered may be subject to change to conform to service requirements in which event advance notice will be given to the Organization.

2. Repair trucks referred to in Item #1 will be manned by one (1) Lead Car Inspector and one (1) Car Inspector (Welder). It is understood the driver of the repair truck will be property licensed.

3. Employes assigned to the repair trucks will be required as needed to travel to other locations on the Northeast Corridor to make such repair and/or maintenance to Amtrak freight rolling stock equipment as is required. The employes assigned to these repair trucks will be compensated in accordance with Rule 15 of the current agreement.

4. The established rate of pay for the Load Car Inspector/Repairman will be $8.01 per hour, and the Car Inspector/Repairman (Welder) rate will be $7.81 per hour.

5. Seniority districts of employes assigned to repair trucks will be as follows:

Providence, RI -	Boston to Boston Switch
	Boston Switch to New London
New Haven, CT -	New London to Division Post
	New Haven, CT
County, NJ -	Portal to Holmes
Wilmington, DE -	Holmes to Brill
	Brill to Perryville
Baltimore, MD -	Perryville to Washington

It is understood, however, that the parties will meet after a period of three (3) months from the date repair truck assignments are established for the purpose of reviewing the operation to determine the need to continue or amend the above seniority districts to conform to service requirements.

6. It is agreed that the repair truck established at Wilmington will be manned as follows:

1 Employe from the Philadelphia Seniority District
1 Employe from the Wilmington Seniority District

It is further agreed that the two (2) repair truck positions to be established at Providence, Rhode Island will be first advertised to those mechanical employes having seniority in the Boston Seniority District. Also, the two (2) repair truck positions to be established at Baltimore, Maryland will be first advertised to those mechanical employes having seniority in the Wilmington Seniority District. In the event there are no applicants for repair truck positions at Providence, Rhode Island and Baltimore, Maryland, the parties will promptly meet for the purpose of establishing a list of names to be submitted by your Organization from furloughed employes holding seniority rights with other railroads in the area involved. Such

employes who are qualified repairmen will be considered for employment by Amtrak in accordance with established employment procedures and practices.

7. The Carrier will also establish a repair track at Wilmington, Delaware, and the following positions will be created at that location:

1 Lead Car Repairman
2 Car Repairman (Welder)

8. The Carrier will advertise each of the positions listed herein in accordance with the provisions of Rule 6 of the current agreement.

Except as provided in item 5, this Agreement will become effective July 25, 1978 and will remain in effect for the duration of FPA funding of the NECIP Car Equipment Maintenance and Support Gang Program (DOT-FR-T3003), or as otherwise agreed to between the parties.

Signed at Philadelphia, Pennsylvania this 25th day of July 1978.

FOR
JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS AND APPRENTICES

/s/ Albert Terriego
Chairman - Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices

/s/ T. Grandfield
T. Granfield, President
Local 2055

/s/ R. W. McManus
R. W. McManus, President
Local 2054

/s/ J. W. Mellon
J. W. Mellon, President
Local 2013

/s/ J. Sherlock
J. Sherlock, President
Local 2001

/s/ F. Zubowicz
F. Zubowicz, President
Local 2015

FOR
NATIONAL RAILROAD PASSENGER CORPORATION

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

October 20, 1992

Mr. J. Czuczman, Assistant Director-RRD
Chairman, Joint Council of Carmen
80 West End Avenue
New York City, New York 10023

Dear Mr. Czuczman:

This refers to our discussion concerning Article 1, Section 10 - Differentials of our July 20, 1992 agreement.

A question arose concerning the applicability of the Lead Man differential to the classification of NECIP Lead Car Inspector/Repairman. The language in the July 25, 1978 NECIP Car Equipment Maintenance and Support Gang Program Agreement established a rate of $8.01 per hour for the Lead Car Inspector/Repairman which was $.20 more than the hourly rate established for the Car Inspector/Repairman. Since the inception of the classification of NECIP Lead Car Inspector/Repairman that $.20 difference was properly treated as part of the basic rate of pay. After the first two general wage increases from our July 20, 1992 agreement were applied, that rate is presently $13.92. However, the NECIP Car Inspector/Repairman (Welder) rate created under the July 25, 1978 Agreement has erroneously had welding treated as a differential since 1978.

In order to resolve any inconsistency and/or misunderstanding concerning the manner in which NECIP Lead Car Inspector/Repairmen are to be compensated Amtrak is agreeable to the following. Since the current rate of pay for the NECIP Lead Car Inspector includes the $.20 lead difference, we will increase the actual pay for the position by $.30, with the understanding that $.50 will be the lead differential and the basic rate of the position is $13.72. Therefore, both positions under the July 25, 1978 Agreement will have lead and welder amounts added as differentials rather than included in rates of pay in the future.

If the foregoing correctly reflects our understanding, please sign in the space provided below, and return one copy to me for implementation.

Very truly yours,

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

I Concur:

/s/ John Czuczman
J. Czuczman, Vice Chairman

APPENDIX "X"

May 25, 1977
115.51.1

Mr. W. D. Crawford, Chairman
Joint Council of Carmen
400 First Street, N. W.
Washington, DC 20001

Dear Mr. Crawford:

This refers to our discussion on May 25, 1977, in connection with the filling of journeyman vacancies.

This will confirm our understanding that it will be permissible for Amtrak to upgrade helpers and coach cleaners to journeyman positions, as long as neither journeymen nor apprentices are available.

If agreeable, please sign in the space provided below.

Very truly yours,

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

AGREED:

/s/ W. D. Crawford
W. D. Crawford, Chairman
Joint Council of Carmen

cc A.A. Terriego

(APPENDIX Y OMITTED)

APPENDIX Z

Mentor Agreement

1) The designation of Mentor is created to support the Mechanical Department's New Hire Training Program. Providing instruction, posting or training to co-workers under any other scenario will be not be subject to the compensation established in this agreement.

2) In addition to their bulletined rate of pay and regardless of the number of hours they mentor, Mentors will receive $16.00 daily for any day on which they mentor one or more employees in the Mechanical Department's New Hire Training Program.

3) Mentors will remain on their bulletined positions and perform their normal work. Mentors will generally not follow employees in the New Hire Training Program around a facility, except at smaller facilities where all work would be at one area.

4) After the initial selection of mentors, additional mentors will be selected in the following fashion. An annual Notice seeking mentor volunteers will be posted for 10 continuous days. Employees willing to participate in the mentor program shall notify the designated contact person(s). Mentors will be selected jointly by both the local labor official and local management from the list of volunteers.

The duties of mentor will be included within the selected employees' regular duties as needed.

5) The skill sets required of a Mentor are technical proficiency, subject matter expertise, high integrity, excellent oral/written communication skills, and willingness to participate in the Mentor program.

6) Mentors will complete a weekly Mechanic New Hire Assessment Form and will actively participate with their supervisor in assessing the performance of employees they mentor.

Mentor Agreement (continued)

7) Either party may abrogate this agreement by providing 90 day written notice.

Signed this date: 10/2/13 2013.

I Concur:

Gary Maslanka, Dir. Railroad Division
and Int'l Vice President, TWU

I Concur:

C. E. Woodcock, III
Leader, Corporate Labor Relations, Amtrak

~~John Lacey,~~ Michael McCarthy
General Chairman IAMAW

Steven M. Spindel
Labor Relations Officer, Amtrak

Arthur J. Davidson, General Chairman, System
Council No. 7, IBEW

Mark Murphy,
Deputy Chief Mechanical Officer, Amtrak

John McCloskey,
General Chairman, SMART-SM

Carl A. Tingle,
Assistant General President TCU/IAM

NEW APPENDIX

AGREEMENT
BETWEEN THE
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
and the
FOR THE JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS
AND APPRENTICES (JCC)

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

1) The Work Team Process:

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

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

2) Selection Process:

These positions will be advertised to all employes at the headquarters (individual facility) location for a period of seven (7) days. All interested parties may make application for the positions within their respected craft. Amtrak will promptly establish specific qualification standards and objective standards of measurement for each position. Such qualifications and measurement standards will be reviewed with the organization to afford them the opportunity

to provide their input. Designated representatives of the Organizations will participate in the testing and examination program. All employes who pass the qualification test will be deemed equally qualified, placed on a selection list in seniority order, and selected for the positions accordingly. In the event insufficient employes apply in the headquarters district on the original posting, these positions will be made available to other craft employes on a nationwide basis who may then make application, and if accepted, transfer into the district under the existing transfer rules of the agreement.

3) Seniority:

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

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

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

4) Assignment:

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

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

Employes will be moved to new positions as soon as practicable, however, employes transferring from positions on one shift to a position on another shift by award shall receive an

additional 8 hours pay at the straight time rate per day and employes transferring from one position to another position on the same shift by award shall receive an additional 3 hours pay at the straight time rate per day if held to cover the position and not moved after the first twenty working days, provided management shall promptly advertise the position for bid and award the position within the twenty day period.

5) Lock-in:

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

6) Training:

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

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

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

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

Following the initial training of the selected employes, Amtrak will continue to offer identical training on an annual basis for 3 years to other interested employes who meet the basic qualifications and who desire to be trained, in High Speed Rail. After this, the requirement for annual training will be reviewed by management and the organizations in light of the needs of the service and the needs of the organizations to have a sufficient number of individuals in the replacement pool. As vacancies occur, employes who complete the training will be offered positions in High Speed Rail in seniority order. If no employe voluntarily accepts the assignment, the junior employe completing the training will be assigned to the position.

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

7) Disqualification:

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

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

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

8) Positions

A. High Speed Trainset Carman Technician

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

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

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

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

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

9) Other Rules:

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

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

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

11) This agreement shall become effective the date of the signing agreement and shall not be changed except in accordance with the Railway Labor Act or by mutual agreement.

12) The parties shall not serve notice on each other for a period of 3 years from the first day of revenue service by High Speed Rail.

13) The provisions of this agreement, including establishment of rates of pay herein, will not be cited by either party before a Presidential Emergency Board or arbitration to resolve Section 6 Negotiations unrelated to High Speed Rail.

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

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

/s/ John Czuczman
J. Czuczman
Chairman

/s/ H. B. Lewin
H. B. Lewin
Vice Chairman

/s/ C. Moneypenny
C. Moneypenny
International Representative

FOR THE NATIONAL RAILROAD PASSENGER CORPORATION

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

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

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

March 31, 1998

Side Letter #1

Mr. John Czuczman
Chairman, Joint Council of Carmen
80 West End Avenue, Room 511
New York, NY 10023

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

Gentlemen:

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

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

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

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

Very truly yours,

Joseph M. Bress
Vice President
Labor Relations

/s/ John Czuczman
J. Czuczman, Chairman

/s/ C. Moneypenny
C. Moneypenny
International Representative

/s/ H. B. Lewin
H. B. Lewin, Vice Chairman

March 31, 1998

Side Letter #2

Mr. John Czuczman
Chairman, Joint Council of Carmen
80 West End Avenue, Room 511
New York, NY 10023

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

Gentlemen:

It is agreed that the position of "High Speed Rail Equipment Cleaner" will be established under the provisions of this Agreement.

These individuals will be selected from the craft of Coach Cleaner under the JCC Agreement, under the same basis as other employes under paragraph 2 of this Agreement. Coach Cleaners selected for this service will receive training, as appropriate, under the rules of the agreement. This training will be discussed with the organization prior to being offered.

Article 5 of this Agreement will not apply to individuals in High Speed Rail Equipment Cleaner positions. The rate for this position will be the existing Amtrak coach cleaner rate. Otherwise, all other provisions of this Agreement will apply.

Very truly yours,

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

/s/ John Czuczman
J. Czuczman, Chairman

/s/ H. B. Lewin
H. B. Lewin, Vice Chairman

/s/ C. Moneypenny
C. Moneypenny
International Representative

July 25, 2000

Mr. John Czuczman
Chairman
Joint Council of Carmen
80 West End Avenue, Room 511
New York, NY 10023

Mr. Marvin Napier
Vice Chairman
Joint Council of Carmen
3 Research Place
Rockville, MD 20850

Gentlemen:

Reference our conversation this date concerning "High Speed Rail Equipment Cleaners".

We agreed to modify Side Letter #2 of the "High Speed Rail (NEC) Agreement" dated March 31, 1998, so that Article, 5 "Lock-In" of the "High Speed Rail (NEC) Agreement will apply to High Speed Rail Equipment Cleaner positions. We also agreed that for such services, High Speed Rail Equipment Cleaners will be paid a differential of 50 cents per hour in addition to the employee's rate of pay.

Senior coach cleaner employees will be given the privilege to displace current High Speed Rail Equipment Coach Cleaner positions for ten days after the effective date of this agreement.

This agreement will take effect on July 26, 2000.

Very truly yours,

/s/
Charles B. Thomas
Director
Labor Relations

AGREED:

/s/
John Czuzman

AGREED:

/s/
Marvin Napier

NEW APPENDIX

AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AND

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

AND

INTERNATIONAL ASSOCIATION OF MACHINIST AND AEROSPACE WORKERS

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

1) The Work Team Process:

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

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

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

2) Selection Process:

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

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

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

3) Lock in:

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

4) Assignment:

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

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

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

5) Training:

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

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

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

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

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

6) Disqualification:

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

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

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

7) Positions:

A. Los Angeles Talgo Trainset Machinist Technician

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

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

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

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

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

B. Los Angeles Talgo Trainset Electrical Technician

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

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

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

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

C. Los Angeles Talgo Trainset Carman Technician

The Los Angeles Talgo Trainset Carman Technician after receiving training on all systems and mechanical devices must possess the basic skills necessary to independently inspect, repair or

replace components and troubleshoot equipment to determine required corrective action and determine causes of failures on equipment which generally fall within the scope of their craft agreements. In addition, the Los Angeles Talgo Trainset Carman Technician must be capable of absorbing the training presented to enable them to understand the overall operation of the Los Angeles Talgo Trainset equipment, and assist other classifications in the completion of their work, and/or perform work up to the level of their training.

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

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

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

8) Other Rules:

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

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

10) This agreement shall become effective the date of the signing of this agreement and shall not be changed except in accordance with the Railway Labor Act or by mutual agreement.

11) The parties shall not serve notices on each other for a period of 3 years from the first day of revenue service of Los Angeles Talgo Service.

12) The provisions of this agreement, including establishment of rates of pay herein, will not be cited by either party before a Presidential Emergency Board or arbitration to resolve Section 6 Negotiations unrelated to Los Angeles Talgo Rail.

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

FOR THE ORGANIZATIONS

/s/_____
Ron Markon
General Chairman, I.B.E.W.

/s/_____
Danny L. Lancaster
General Chairman.

/s/_____
H.B. Lewin
Vice Chairman, J.C.C.

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

FOR THE NATIONAL RAILROAD PASSENGER CORPORATION

/s/_____
Charles B. Thomas, Sr. Director

/s/_____
Thomas W. Fleming
Manager

/s/_____
Richard M. Sandler
Labor Relations Officer

June 11, 1998

Side Letter 1

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

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

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

Gentlemen:

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

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

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

Very truly yours,

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

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

_____
H.B. Lewin
Vice Chairman, JCC

_____
Danny L. Lancaster
General Chairman

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

June 11, 1998

Mr. H. B. Lewin
Vice Chairman
JCC
3 Research Place
Rockville, MD 20850

Dear Mr. Lewin:

It is agreed that Coach Cleaners represented by the JCC will be utilized for the Los Angeles Talgo Service. It is also understood that this service will be considered a new location for the application of Rule 54 of the Master Agreement. A minimum of one full time Coach Cleaner will be employed for this service.

If Coach Cleaners are required in Las Vegas, they may be employed according to the needs of the service.

Sincerely,

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

I concur:

H. B. Lewin, Vice Chairman JCC

Danny L. Lancaster
General Chairman

NEW APPENDIX

May 19, 1997

Memorandum of Understanding

Between

NATIONAL RAILROAD PASSENGER CORPORATION

and

JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS AND

APPRENTICES

Pursuant to our discussions concerning the continuation of maintenance of vehicle work on the Metrolink Commuter Service performed by Amtrak employes represented by the Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices, the parties have agreed to the following modifications of the respective labor agreements between the parties.

Incidental Work Rule:

With reference to employes represented by the JCC, the Incidental Work Rule will not be

in effect on the Metrolink Commuter Service. Specifically

- References to "preponderant part of the assignment" shall not have application for the purpose of defining “"incidental work" under application of this Rule as pertains to

- work performed on Metrolink.

- References to "simple tasks that require neither special training or special tools" shall not have application for the purpose of defining "Incidental work" under application of this Rule as pertains to work performed on Metrolink.

- The limit of two hours per shift shall not have application for the purpose of defining simple tasks under application of this Rule as pertains to work performed on Metrolink.

- Individual daily work assignments on the Metrolink service will be made solely on the basis of skills and abilities of the individual employes performing service on that property.

However, with reference to work jurisdiction of other craft employes not subject to this agreement, JCC shall not infringe upon the Classification of Work Rule of any other craft employes except to the extent that members of the JCC shall perform duties subject to the Incidental Work Rule, unless such other craft employes represented by other Organizations agree to the conditions as set forth in this agreement in the same manner.

Rates of Pay and Rate Progression - Carmen:

For the purposes of this agreement, new employes shall be considered those with no previous employment relationship with the Carrier.

New employes shall be compensated in accordance with the Rules of the Agreement between the carrier and the Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices except that starting rates and rate progression shall be established as follows for the first 1220 days of actual service.

Progression through the rate ranges set forth below shall be contingent upon the employe completing the required annual training as established for his class and craft, and satisfactory demonstration of proficiency in association with his class and craft in accordance with the standards established by the parties hereto. Progression through the rate ranges set forth below may be contingent upon passing proficiency tests as required by the carrier.

(a) for the first 244 days of service, such employes shall be paid 75% of the applicable rates of pay (including COLA).

(b) for the second 244 days of service, such employes shall be paid 80% of the applicable rates of pay (including COLA),

(c) for the third 244 days of service, such employes shall be paid 85% of the applicable rates of pay (including COLA).

(d) for the fourth 244 days of service, such employes shall be paid 90% of the applicable rates of pay (including COLA),

(e) for the fifth 244 days of service, such employes shall be paid 95% of the applicable rates of pay (including COLA).

After completion of 1220 days of service and thereafter, the employe will be paid 100% of the full rate.

Rates of Pay and Rate Progression - Metrolink Coach Cleaners - New Employes:

For the purposes of this agreement, a new classification of employe to be represented by the Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices titled Metrolink Coach Cleaner shall be established to perform service related to the Metrolink Commuter Service at outlying points and new facilities.

Employes hired into this classification shall be compensated as set forth herein and in accordance with the Rules of the Agreement representing their craft except that starting rates and rate progression shall be established as follows for the first 1220 days of actual service.

Progression through the rate ranges set forth below shall be contingent upon the employe completing the required annual training and satisfactory demonstration of proficiency in association with his class and craft in accordance with the standards established by the parties hereto.

(a) for the first 244 days of service, such employes shall be paid 75% of the applicable rates of pay (including COLA). ($7.50/hr.)

(b) for the second 244 days of service, such employes shall be paid 80% of the applicable rates of pay (including COLA). ($8.00/hr.)

(c) for the third 244 days of service, such employes shall be paid 85% of the applicable rates of pay (including COLA). ($8.50/hr)

(d) for the fourth 244 days of service, such employes shall be paid 90% of the applicable rates of pay (including COLA). ($9.00/hr)

(e) for the fifth 244 days of service, such employes shall be paid 95% of the applicable rates of pay (including COLA). ($9.50/hr)

After completion of 1220 days of service and thereafter, the employe will be paid 100% of the full rate. ($10.00)

It is understood, that the work regularly assigned to the Coach cleaner classification will not infringe on the work traditionally reserved to the journeyman positions represented by the Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices.

Existing work force on Metrolink represented by the JCC shall not be displaced or furloughed without first being given the option and privilege to displace any new Metrolink employe at any other locations preserving all rights, pay, privileges and benefits they currently are entitled to or will be entitled to under the existing rules. The exercising of such privilege to displace employes at new facilities or outlying points shall be at the sole option of the employe.

Part Time Positions: Journeymen, and Coach Cleaners at Outlying Points and New Facilities:

a) Part time Journeymen and Coach Cleaner positions performing service for Metrolink may be established as follows for all positions represented by the organizations party hereto.

b) Part time employes will establish seniority on a separate part time seniority roster in accordance with the Seniority Rule of the applicable agreement.

c) Part time employes may apply for full time positions in their craft and class when there are no bids from full time employes. They will be given preference for such positions over new hires in seniority order.

d) Full time employes may not bid on part time positions.

e) Part time employes will not be entitled to health and welfare benefits provided under current insurance programs, holiday pay, jury duty pay, bereavement leave, personal leave, and vacation pay. Although part time employes will not be subject to the rules governing the foregoing benefits, they will be paid time and one half for time worked on the holidays designated in the rules agreement and paid for time off in accordance with paragraph (k). Also,

their service days and compensation will be credited for vacation purposes in accordance with paragraph (j).

f) Part time employes at outlying points and new facilities will not be scheduled to work more than 25 hours. The work week is defined as a seven calendar day period beginning on Monday. Part time assignments will be scheduled for a maximum of 8 hours in any calendar day. All work performed in excess of eight hours per day shall be compensated at the overtime rate.

g) Scheduled part time positions will be bulletined in accordance with existing rules, except as modified herein. However, the parties may agree upon an assignment selection process for part time employes that is consistent with both the needs of the service and the interest of the part time employes.

h) Service as a part time employe will be credited for vacation purposes when the employe becomes a full time employe. For the purpose of the vacation agreement, for each 8 hours worked as a part time employe in a calendar year, the employe will be credited with a qualifying compensation day.

The starting time rules restricting the hours of assignment will not apply to part time employes at outlying points or at new facilities.

j) Part time employes will be credited with 1 hour of paid time off for each 25 hours of time worked, not including training, during a calendar year to a maximum of 40 hours. After accumulating 6 months of service as a part time employe, the part time employe may use his credited time off in the following manner:

The employe may schedule the time off in lieu of working his scheduled assignment consistent with service requirements and with 48 hours notice.

Prior to the 15th of each month the employe may request payment of all credited time off that has been accumulated as of the date the request is submitted in writing to his supervisor. Payment will be made the following month.

k) There will be no limits placed on the number of part time Metrolink Coach Cleaner positions that may be employed on the Metrolink Service at outlying points or at new facilities.

l) At new facilities where the number of full time journeymen positions is less than ten (10), but at least one (1) , three (3) part time journeymen positions may be established.

m) At new facilities where the number of ***full time*** journeymen positions exceeds ten (10) thirty (30) percent of that number may be part time.

n) There will be no limits placed on the number of part time Journeymen positions that may be employed on the Metrolink Service at outlying points.

Voluntary Transfers:

It is agreed that for the application of Appendix "G" of the agreement between Amtrak and the Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices dated February 1, 1977, as

amended, employes currently employed by Amtrak at Metrolink facilities existing on the date of this agreement will be offered an opportunity for voluntary transfer to full time positions at newly established Metrolink facilities and or outlying points established by Metrolink providing service for Metrolink equipment before new employes are hired to perform service at those locations.

The parties further agree, that this agreement shall not be applied in any manner the result of which is to reduce the current ratio of employes between crafts represented by the organization performing work on Metrolink owned or operated facilities as a percentage of the total shop craft workforce employed at Metrolink on the date of this agreement and shall, in the future, maintain minimally that same ratio.

This Agreement shall have application only to the Metrolink Commuter Service operated by Amtrak under contract to the Southern California Regional Rail Authority, and as such shall not be cited by any of the parties thereto in any negotiations under the provisions of Section 6, of the Railway Labor Act.

For the
National Railroad
Passenger Corporation

/s/ Thomas W. Fleming 5/20/97
Thomas W. Fleming, Date
Manager, Labor Relations
Amtrak West

For the Organization:

/s/ H. B. Lewin 5/21/97
H. B. Lewin, Chairman, Date
Joint Council of Carmen
General Vice President

/s/ C. B. Thomas 5/21/97
C. B. Thomas, Date
Senior Director, Labor Relations

March 21, 1994

Mr. H. B. Lewin
General Vice President
Vice Chairman, Joint Council of Carmen,
400 North Capitol Street, N. W. , Suite 858
Washington, D. C. 20001

Dear Mr. Lewin,

The Los Angeles Commuter Service (Metrolink) is considering a staffing plan for that seniority district that includes a one time last and final opportunity for a limited number of existing Amtrak forces to transfer to positions established for Metrolink.

In this regard, Amtrak proposes that interested employes represented by your organization file a request to transfer to the Metrolink seniority district with the Mechanical Superintendent by April 15, 1994.

Employes will be selected for transfer to Metrolink on the basis of seniority and will be assigned a new seniority date at the bottom of the Metrolink seniority roster.

Employes transferring to Metrolink will continue to retain and accumulate seniority in their former seniority district.

Employes transferring to Metrolink shall have their compensated days and years of service with Amtrak recognized by Metrolink in determining eligibility for benefits such as vacation.

However, such employes would only be able to return to their former seniority district in the event that they were deprived of employment in the Metrolink seniority district.

An employe would not be considered deprived of employment in the Metrolink seniority district if he fails to obtain a position available to him in the normal exercise of seniority , or by reason of his retirement, resignation, dismissal or disciplinary suspension for cause, failure to work due to illness or disability, or any severance of employment.

If you are agreeable to providing the foregoing opportunity to our existing employes, please indicate your concurrence by signing in the space provided below and return one original to me for implementation.

Very truly yours,

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

I concur:

/s/ H. B. Lewin
H. B. Lewin, General Vice President
Vice Chairman, Joint Council of Carmen

NEW APPENDIX

AMTRAK TALGO FACILITY

SEATTLE, WASHINGTON

AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AND

JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS

AND APPRENTICES (JCC)

Whereas, currently certain work is being performed at the Talgo Railroad Maintenance Facility within the Seattle, King Street Yard, and the employes performing such work will do so in a work team process, and whereas the parties desire to gain opportunities for employment for Amtrak employes on passenger equipment owned and or leased by the State of Washington from Talgo; and whereas Amtrak anticipates the lease or purchase of additional Talgo trainsets to provide all service in the Pacific/Northwest the parties to this agreement agree as follows:

1) Work team process:

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

A committee consisting of the General Chairman of each organization covered by this agreement, the Chief Mechanical Officer-West of the carrier and the Chief Labor Relations Officer of the carrier, or their respective designees, is hereby established for the purpose of monitoring the application of this agreement, to ensure compliance and/or to resolve conflicts. During the initial establishment of a Seattle/Talgo service, the committee will meet as often as necessary, thereafter, the committee shall meet no less than quarterly on a date and time mutually convenient to all the parties, however, by request and with reason a special meeting

may be held at any time to resolve disputes regarding the application of this agreement. Such special meeting shall be scheduled at a mutually agreeable time, no later than fifteen (15) days after date of request. The carrier agrees to make a good faith effort to resolve the conflicts resulting from the application of this agreement. Work opportunities will be provided in the following classifications:

a) Talgo Electrical Technician

b) Talgo Carmen Mechanical Technician

2) Selection Process:

These positions and any future positions or vacancies will be advertised to all employes at Seattle, for a period of seven (7) days. All interested parties may make application for the positions within their respective craft. Amtrak will promptly establish specific qualification standards and objective standards of measurement for these positions. Such qualifications and measurement standards will be reviewed with the Organization, to afford them the opportunity to provide their input. The General Chairman or his designated representative of the Organizations will participate in the testing and examination program. All employes' who pass the qualification test, will be deemed equally qualified, placed on a list in seniority order, and awarded the positions accordingly. In the event of furlough, employes will be furloughed in inverse seniority order with the Seattle Seniority Roster to govern. However, if existing employes refuse to apply for the Seattle/Talgo positions, or if such employes do not qualify for said positions then Amtrak may employ such new employes as necessary to meet the Seattle/Talgo requirements of the service with the understanding that only senior qualified employes, if any, may displace new employes to avoid furlough.

It is understood that the on-board technician(s) is a Talgo, Inc. employe not covered under the provisions of this agreement, and shall not perform any work other than diagnostic analysis and the repair of en route failures affecting safety or service delivery to the customers.

At the expiration of the initial service contract/maintenance agreement with Talgo, the parties agree to meet to discuss these positions.

3) Seniority:

Amtrak employes at Seattle accepting positions dedicated to Talgo, will establish a seniority date on the Talgo roster by having their Amtrak seniority date dove-tailed into the Talgo seniority roster and will maintain their original Amtrak seniority date on the Seattle seniority roster in which they held seniority immediately prior to accepting a position on using Talgo equipment.

Amtrak employes who were/are hired by Amtrak for Talgo services, who established seniority on the Talgo roster but not on the Amtrak roster, shall have their effective hired date by Amtrak dovetailed onto the Seattle Mechanical facility roster.

The seniority of Equipment Cleaner (Coach Cleaner) currently appearing on the Talgo seniority district seniority rosters headquartered in Seattle, Washington, will be dovetailed on

to the Amtrak Maintenance Facility Seniority Roster. Appendix "A" attached hereto reflects the "common seniority roster" as it will now appear.

4) Lock-in:

Employes accepting a position in the Talgo service will be locked into positions in said service for a period of eighteen (18) months, inclusive of their initial training and assignment to the positions in Talgo. Employes will be locked-in for a subsequent one-year period unless they indicate otherwise at least sixty (60) days in advance of the expiration of this period. Employes may leave their position in Talgo service, in the event they are unable to hold a position in the service, promotion or hardship to be agreed upon by local management and the union.

Coach Cleaners represented by the Joint Council of Carmen (JCC) hired for Talgo or Amtrak services will be locked in for the first ninety (90) days of service. After such time their names will appear on a single common roster in accordance with provisions of Rule 2. The "Lock-in" provision described in paragraph 4 will no longer apply to those in said classification.

5) Training:

It is agreed that in order to develop the necessary skills that are set-forth above, the new hire employes selected will be required to have a minimum of two and a half years experience and participate and complete specifically designed Amtrak or vendor supplied training. It is further agreed that new hire employes selected will be required to remain qualified for these positions through the completion of additional training and testing on a periodic basis as determined by management. They must maintain a specific grade point average, as determined by management and the Organizations (apprenticeship program as guide). Employes will be paid at the pro rata (straight-time) rates for training, not to exceed eight-hours per day. Initial training will take place in Seattle, Washington, thereafter training program(s) contemplated herein may include classroom training and on the job training at locations to be determined by management.

Employes required to take training shall not be required, but may if asked, work their regular tour-of-duty, if combination of training and work exceeds eight hours. Where employes are required to work their regular assignment and attend training beyond an 8-hour assignment, the employe will be paid time and a half. It is understood that absent a need for additional manpower, existing employes on the tour will cover for the employes who are not available for work.

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

New hire employes without journeyman status will be in training for the first 18 months and during that time will receive 85% of the journeyman rate of pay. This rate of pay will be increased 5% in six month increments. At the end of the 18 months of training, they will establish journeyman status, effective the hire date for that classification.

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

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

6) Disqualification:

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

New hire employes shall serve a probationary period for the period of time required in the validating applications rule or the period of time during which the required initial training occurs, which ever is longer.

Employes, who successfully complete training and are awarded jobs in the Seattle/Talgo service, may be disqualified for cause and only after a review of their work history with the facility manager, local union representative and the employe. Thereafter, the employe will exercise seniority as provided in the first paragraph above. If requested by the employe, the basis for disqualification will be confirmed in writing. Employe's may, within fifteen (15) days, in writing appeal any result in disqualification directly to the Chief Mechanical Officer for disposition. Further appeal can be addressed under the relevant rule of the governing agreements.

7) Positions:

a. Seattle/Talgo Trainset Electrical Technician

The Seattle/Talgo trainset electrical technician after receiving training on all electrical power, control, on-board passenger comfort systems and safety monitoring systems, must possess the skills to perform the required inspections, trouble-shoot all systems, repair or replace component parts in an efficient manner with a minimum amount of supervision. In addition, the Seattle/Talgo trainset electrical technician must have a full understanding of mechanical, hydraulic and pneumatic system functions and be capable of making repairs to these systems based upon the training they have received. The Seattle/Talgo trainset electrical technician must also be capable of training others in obtaining higher-levels of skills in the inspection and repair of the Seattle/Talgo trainsets. They are expected to do work in a team environment performing other work as required, regardless of classification to the level of their ability.

After receiving training on all systems and mechanical devices, they must possess the basic skills necessary to independently inspect, repair or replace components and trouble-shoot equipment, to determine required corrective action and determine causes of failures on equipment which generally fall within the scope of their craft agreements. In addition, the Seattle/Talgo trainset electrical technician must be capable of absorbing the training

presented, to enable them to understand the overall operation of the Seattle/Talgo trainset equipment and assist other classifications in the completion of their work, and/or perform work up to the level of their training.

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

In recognition of the above, employes on these positions will be paid at the rate of pay specified in Job Code E3172 (Elec Tec Lax Talgo)($17.50 at present, $18.69 after ratification of pending wage settlement) . The rate of pay is subject to all future wage increases that apply to all other rates of pay covered under the master agreement. This rate is not covered by the moratorium provisions of this agreement.

b. Seattle/Talgo Trained Carmen Technician

The Seattle/Talgo trainset carmen technician, after receiving training on systems and mechanical devices, must possess the basic skills necessary to independently inspect, repair or replace components and trouble-shoot equipment to determine required corrective action, and determine cause of failures on an equipment which generally fall within the scope of their craft agreements. In addition, the Seattle/Talgo trainset carmen technician must be capable of absorbing the training presented, to enable them to understand the overall operation of the Seattle/Talgo trainset equipment, and assist other classifications in the completion of their work, and/or perform work up to the level of their training.

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

The skills involved in the maintenance, inspection and repair of the Seattle/Talgo trainsets must be demonstrated through a series of tests and/or practical application as determined by management. Seattle/Talgo trainset employes covered under this agreement are expected to work in a team environment and perform other work required regardless of classification, to the level of their ability. All classifications will receive various types of

training, some which may be across Seattle/Talgo trainsets systems and craft disciplines, to ensure a high performance work team.

Employes on these positions will be paid at the rate of pay specified in Job Code C8139 (Carmn Tec Lax Talgo)($18.69 effective rate of pay). This rate of pay is subject to all future wage increases and cost-of-living wage increases that apply to all other rates of pay covered under the respective master agreement and signed December 15, 1998. This rate is not covered by moratorium provisions of this agreement.

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

9) This agreement is without prejudice to the position of either party, in regard to the issues dealing with surrounding ownership and/or leasing of the equipment and/or trackage in this case.

10) This agreement shall become effective with the date of the signing of this agreement and shall not be changed, except in accordance with the Railway Labor Act or by mutual agreement.

11) The parties shall not serve notice on each other for a period of two years from the first day of revenue service of the new Seattle/Talgo service. This agreement modifies the existing agreement of May 1, 1996, between the JCC, the IBEW and Amtrak. Side letter numbers 1 and 2 of the May 1, 1996, agreement attached are retained, subject to the review as outlined in Section 1 of this agreement. Side letters 3 and 4, attached, are added.

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

Signed in Washington, D. C., this 25th day of January, 1999.

FOR THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

_____

Charles B. Thomas
Senior Director - Labor Relations

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

_____

H. B. Lewin
Vice President

_____

R. K. Schafer, Jr.
General Chairman

FOR THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)

_____

Ronald G. Markon
General Chairman

APPENDIX A

As of December 5, 1997

1997 Seniority Roster
Coach Cleaners
Maintenance Facility - Seattle, Washington

	Original RR Date	Craft Date	Amtrak Date	
Harris, Michael H		07-13-62	07-13-62	04-01-89
Burditt, Raymond		10-11-74	10-16-74	04-01-89
Reeder, Jill A.		10-04-74	10-17-74	04-01-89
Hansen, Jeff L.		10-06-75	10-14-75	04-01-89
Herlofson, Ladonna A.		10-06-75	10-14-75	04-01-89
Andrina, James B.		04-09-77	04-09-77	04-01-89
Roberts, Tarline F.		05-12-77	05-12-77	04-01-89
Tarica, Timi L.				12-17-90
Mattern, Ray				06-24-91
Yuke, Renee				04-16-92
Rowe, Lamont				08-24-92
Frederick, Nona		09-10-79		10-04-93
Bean, Donna				04-11-94
Barron, Lisa				09-19-94
Jackson, Kathy				08-21-95
Barron, Judy				12-07-95
Ngo, Minh				12-07-95
Kite, Charles				10-18-96
Langevin, Eric				10-18-96
Yuke, Cherish				10-18-96
Ansbaugh, Susan (T)				03-07-97
Raybell, Teresa (T)				03-07-97
Walsh, Jacqueline (T)				03-14-97
Cole, Richard (T)				05-21-97
Waskey, Mary (T)				05-21-97
D'Andrea, Martha				07-26-97
Blosser, Debbie (T)			12-27-95	10-01-97
Bruner, Gary				10-07-97

Side Letter 1

May 1, 1996

Mr, Ronald G, Markon
GC/IBEW
360 N. Robert St.
St. Paul, MN 55101

Mr. R. K. Schafer, Jr.
General Chairman, BN/JPB #50
3460 Washington Drive, #206
Eagan, Minnesota 55122

Dear Sirs:

This is in regard to the May 1, 1996 Agreement signed in Minneapolis, Minnesota concerning Talgo. It is understood that Appendix "J" of the IBEW Agreement and Appendix "G" of the JCC, involving "Voluntary Transfer," applies to employes who gain seniority under Section 3 of this Agreement.

Sincerely,

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

AGREED:

/s/ R. K. Schafer, Jr.
Mr. R. K. Schafer, Jr.
General Chairman, BN/JPB #50

/s/ R. G. Markon
Mr. Ronald G. Markon
GC/IBEW

Side Letter 2

Mr. Ronald G. Markon
GC/IBEW
360 N. Robert St,
St. Paul, MN 55101

Mr. R. K. Schafer, Jr.
General Chairman, BN/JPB #50
3460 Washington Drive, #206
Eagan, Minnesota 55122

Dear Sirs:

This is in regard to the May 1, 1996 Agreement signed in Minneapolis, Minnesota concerning Talgo. It was agreed that those employes not having prior Amtrak seniority selected to fill Talgo positions in accordance with Section 2 of this Agreement will be assigned to JCC and IBEW Crafts on a one for one basis to provide equal numbers to each organization.

Sincerely,

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

AGREED:

/s/ R. K. Schafer, Jr. /s/ R. G. Markon
Mr. R. K. Schafer, Jr. Mr. Ronald G. Markon
General Chairman, BN/JPB #50 GC/IBEW

January 26, 1999
Side Letter No. 3

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

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

Mr. Ronald G. Markon
General Chairman
International Brotherhood of
Electrical Workers
315 Empire Building
360 Robert Street
St. Paul, Minnesota 55101

Gentlemen:

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

For the purposes of this agreement, and in conformity with Side Letter 2, it is understood and assumed by the parties, that the nature of the preponderance of work being performed on the trainsets, is fifty percent electrical and fifty percent mechanical. Any reallocation of that assumed percentage shall be done in accordance with Section 1 of the Agreement.

Very truly yours,

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

January 26, 1999
Side Letter No. 4

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

Dear Mr. Lewin:

In discussions culminating in the Amtrak Talgo Facility Agreement, it was agreed that coach cleaners employed by Amtrak at the King Street Maintenance Facility at Seattle, Washington will be assigned to perform coach cleaning tasks as is presently being done.

Very truly yours,

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

I concur:

/s/
H. B. Lewin, Chairman
Joint Council of Carmen

NEW APPENDIX

SEATTLE INTERCITY/COMMUTER FACILITY

AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AND

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

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

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

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

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

applicants in cooperation with the Local Chairman to determine ability. Where equal aptitude is present, seniority shall govern.

2. The Work Team Process:

   The parties agree that there is a need to have dedicated work teams maintaining Commuter and Inter City Passenger equipment capable of maintaining the equipment to the highest standards of excellence to the extent of their capabilities. These teams will consist of mixed craft employes who will be trained in all aspects of equipment maintenance to use their full potential. An employe on these teams, in addition to the work of the employe's craft, may perform all work directly or indirectly related to the service which does not exceed the preponderance of the hours of *work* (four hours per day**)** of that employe's craft performed by the employe on that day. In recognition of the above, journeymen working on these work teams will have their basic rates of pay increased by .75 cents per hour. This rate of pay is subject to all future wage increases that apply to all other basic rates of pay covered under the master agreement. This rate is not covered under the moratorium provisions of this agreement.

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

3. Training:

   It is agreed that in order to develop the necessary skills to perform the full range of duties associated with the maintenance of the commuter equipment, new hire employes will be required to participate in and complete specially designed Amtrak or vendor supplied training. It is further agreed that new hire employes will be required to remain qualified for these positions through the completion of additional training and testing on a periodic basis as determined by Management. They shall maintain a specified grade point average, as determined jointly by Management and the Organizations (Apprentice Program as guide). Employes will be paid at the pro rata (straight time) rates for training, not to exceed eight (8) hours per day. The training program; contemplated herein may include classroom training and on-the-job training at locations determined by Management.

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

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

4. Part time: (Coach Cleaners)

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

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

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

5. Wheel Truing:

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

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

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

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

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

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

FOR THE ORGANIZATIONS

_____

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

_____

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

_____

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

FOR THE NATIONAL RAILROAD PASSENGER CORPORATION

_____

Charles B. Thomas, Senior Director

January 26, 1999
Side Letter No. 1

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

Dear Mr. Lewin:

As we discussed during negotiations relative to Paragraph 4 of the Agreement concerning the Sound Transit Commuter Service, if Amtrak obtains the contract we anticipate employing approximately 30 full-time and 16 part-time coach cleaners in Seattle Terminal. Amtrak may employ up to 16 part-time coach cleaners as permitted under Article 4, Part-time Employees of the Memorandum Agreement. The ratio of full-time coach cleaners to part-time shall equal no more than 1 part-time coach cleaner for every 2 full-time coach cleaners. But in no case, shall there be less full-time coach cleaners than the Carrier currently employees at that facility and still maintains part-time coach cleaners.

In the event of service expansion, the parties will meet to discuss adding additional part-time coach cleaner positions. The Section 4 of the Agreement refers to part-time coach cleaners only and does not allow for the use or the establishment of the part-time employees on any journeyman position.

Very truly yours,

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

I concur:

/s/ H. B. Lewin
H. B. Lewin, Chairman
Joint Council of Carmen

January 26, 1999
Side Letter No. 2

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

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

Mr. Ronald G. Markon
General Chairman
International Brotherhood of
Electrical Workers
315 Empire Building
360 Robert Street
St. Paul, Minnesota 55101

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

Gentlemen:

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

Very truly yours,

Charles B. Thomas
Senior Director - Labor Relations

NEW APPENDIX

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

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

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

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

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

NOW, THEREFORE, IT IS AGREED:

1) The Amtrak Agreement, as amended, applicable to each Organization signatory hereto, will apply to the operation of the facility, except as specifically provided herein. Hialeah, excepting any work involved in providing commuter service, will be a separate seniority district. Employes securing a position established by Amtrak in accordance with this Agreement will be placed on a separate seniority roster identified as the "Hialeah Seniority District Roster".

2) Amtrak will provide the General Chairman of the Organization signatory hereto with not less than thirty (30) days written notification of Amtrak's assumption of the operation of the Hialeah Coach Yard which notice will list the estimated number of positions to be established by Amtrak.

3) The positions to be established by Amtrak will be advertised for a period of seven (7) calendar days via special bulletin notice to all qualified CSX employes in active service in the seniority districts involved. The advertisement of the positions will show the Amtrak headquarters location, tour of duty, rest days, rate of pay, etc. The bulletin notice will constitute a written offer of employment by Amtrak and will contain the following statement:

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

Amtrak, where appropriate. Only those bids postmarked or personally delivered to the office of the undersigned and receipt obtained within seven (7) calendar days of the date of this notice will be accepted."

4) Applicants eligible for employment with Amtrak will be selected in seniority order. Awards will be made within fourteen (14) calendar days after the close of the advertising bulletin. Awards will be made effective as of 12:01 AM, June 1, 1993.

5) Employes of the CSX accepting employment on Amtrak pursuant to paragraph 3 of this Agreement will be placed on the corresponding Amtrak "Hialeah Seniority District Roster" with the same seniority date as shown on the applicable CSX seniority rosters and in their same relative standing.

6) Employes eligible for employment with Amtrak on applicable CSX seniority rosters who initially apply for but are unable to secure positions under this Agreement solely on the basis of insufficient seniority, will be placed in an application pool. Until one year from the assumption of the Coach Yard, as positions become available at Hialeah, such CSX employes eligible for employment with Amtrak will, in seniority order, be offered positions for which qualified in the same craft and class at which time they must accept or relinquish any rights to employment with Amtrak they may have. Upon accepting such position, they will receive a seniority date in accordance with the applicable rule of the Amtrak Labor Agreement.

7) An active CSX employe who fails to submit a bid for a position advertised pursuant to paragraph 3 hereof will be considered as having declined Amtrak's offer of employment and will not have any demand or contractual right to any positions subsequently advertised on Amtrak.

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

8) The Amtrak rule(s) pertaining to probationary period will not be applicable to those employes who accept a position with Amtrak pursuant to this agreement. CSX employes previously employed by Amtrak and terminated for cause will not be eligible for employment with Amtrak under this agreement.

9) Subject to the provisions of the applicable Amtrak collective bargaining agreement, compensated days and years of service recognized by CSX shall be used in determining entry rates and eligibility for benefits such as sick leave, personal leave, vacation and health and welfare benefits for employes entering Amtrak service under this Agreement. In no case will an employe be entitled to dual vacation or other benefits as a result of the application of this Agreement.

10) There shall be no pyramiding or duplication of any benefit(s) in the application of any portion of this Agreement.

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

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

Signed at Washington, D. C., this 25th day of May, 1993.

FOR THE BROTHERHOOD OF RAILWAY CARMEN

/s/ H. B. Lewin
H. B. Lewin
Chairman (JCC)

FOR THE NATIONAL RAILROAD PASSENGER CORPORATION

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

March 25, 1993
Side Letter No. 1

Mr. C. T. VanHook, President
American Railway and Airway Supervisors Association
3 Research Place
Rockville, MD 20850
Mr. Frederick D. Nalley, General Chairman
International Association of Machinists and
Aerospace Workers
111 Park Road
Paducah, Kentucky 42003

Mr. N. R. Cobb, General Chairman
International Brotherhood of Electrical Workers
P. 0. Box 1265
Rockingham, North Carolina 28379

Mr. D. B. Garland, General Chairman
Sheet Metal Workers' International Association
P. 0. Box 176
Thompson Station, TN 37179

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

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

Gentlemen:

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

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

Very truly yours,

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

March 25, 1993
Side Letter No. 2

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

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

Mr. N. R. Cobb, General Chairman
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International Brotherhood of Firemen and Oilers
System Council No. 2
Ellipse Shopping Center
4201 Church Road
Mt. Laurel, NJ 08054

Gentlemen:

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

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

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

Very truly yours,

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

NEW APPENDIX

AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION
(AMTRAK)

AND
ITS EMPLOYEES REPRESENTED BY
JOINT COUNCIL OF CARMEN

Amtrak will establish a 401(k) tax-deferred retirement savings plan for its eligible employes 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 employes may make contributions provided in the Plan through payroll deductions.

2. An eligible employe is an active employe who has completed one year of service as defined in the Plan.

3. Participation in the Plan by any eligible employe 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 15 day of March 1994.

For:
Amtrak

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

For:
Joint Council of Carmen

/s/ H. B. Lewin
H. B. Lewin
Chairman

/s/ T. A. McAdams
T. A. McAdams
Director

NEW APPENDIX

AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND
JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS AND APPRENTICES

Whereas, the National Railroad Passenger Corporation, hereinafter referred to as Amtrak, desires to perform turnaround maintenance services now performed by an outside contractor, CSX Corporation, at Newport News, Virginia, with employees represented by the Joint Council of Carmen commencing on or about July 1, 1997, and because of the unique nature of the work to be performed at Newport News; we agree to the following:

1) The Amtrak Agreement between Amtrak and the JCC, as amended, will apply to the facility. Employees securing a position established by Amtrak in accordance with this Agreement will be placed on a separate seniority roster identified as the Newport News Seniority District.

2) It is understood that Rules 12 (b), 36, 49, and 54 (a) (1) are applicable at this facility because of the nature of the work.

   a) Rule 54 (h) is amended, to read as follows:

   Part time coach cleaners at Newport News will not be scheduled to work more than 25 hours in a work week. The work week is defined as a seven day period beginning on Monday.

3) Part time journeymen positions, covered under Rule 54 as amended, may be established when the work does not justify a full time position. Where 40 hours work exists during a work week, full time positions, on a split shift basis, will be established. Amtrak will initially establish two full time journeymen positions. Full time journeymen positions will not be abolished to create equivalent part time positions.

4) Amtrak may offer employment opportunities to the three CSX Coach Cleaners currently working on the Amtrak CSX contract. Bids will be accepted from these employees. The bid and award will be considered as the employees release to transfer copies of the employees medical, service and personnel records to Amtrak. Each CSX employee will be required to undergo a drug screen. Any employee testing positive for drugs will be provided a confirmation test conducted on the same sample at a medical facility selected by Amtrak using another method that is specific for the substance detected in the first test. If the confirmation test is positive, the employee shall not be eligible for employment with Amtrak.

5) Employees of the CSX accepting employment on Amtrak pursuant to paragraph 4 above will be placed on the Amtrak Newport News Seniority District roster with the same seniority date as shown on the applicable CSX seniority roster and in their same relative standing.

6) Subject to the provisions of the Agreement, compensated days and years of service recognized by CSX shall be credited as Amtrak service. In no case will an employee be entitled to dual vacation or other benefits as a result of the application of this Agreement.

7) There shall be no pyramiding or duplication of any benefit(s) in the application of any portion of the Agreement.

8) Because of the unique nature of this agreement neither Appendix C-2 or Rule 10, Transfer of Work-Abandonment of Facilities, will apply at this location for the first two years after the Amtrak employees begin providing this service.

9) If the needs of the service change, the parties shall meet to mutually agree to any necessary changes to this agreement.

10) This agreement shall apply to Newport News only and shall not be cited by the parties in any National negotiations under the provisions of section 6 of the Railway Labor Act.

11) This agreement can only be terminated, changed and or modified under the provisions of Section 6 of the Railway Labor Act or by mutual agreement of the parties.

Signed at Washington, D, C, this 6th day of June, 1997

For National Railroad Passenger Corporation

/s/ C. B. Thomas
Charles B. Thomas

For Joint Council of Carmen

/s/ H. B. Lewin
H. B. Lewin, Chairman

NEW APPENDIX

CONTRACTING OUT - CITED IN PUBLIC LAW NO. 105-134

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 0, 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 Director., Labor Relations know.

Very truly yours,

Joseph M. Bress
Vice President
Labor Relations

NEW APPENDIX

NATIONAL RAILROAD PASSENGER CORPORATION
60 Massachusetts Avenue, NE, Washington, DC 20002

Memorandum of Agreement
Wi-Fi Work Team, Washington, D.C.

Whereas as Amtrak is undertaking the installation of Wi-Fi (wireless internet) technology equipment and apparatus on approximately 461, Amfleet cars, and such installation will take place in Washington, D.C., approximately from April to September 2011;

Whereas the IBEW and the JCC have expressed interest in joining with Amtrak to perform the project work, illustratively involving removing and replacing ceiling panels, running wireless cable, and installing wireless antenna, with the prime contractor NOMAD;

Whereas the parties agree that, to be competitive with and perform such work with and for the contractor, a work team of dependable employees, locked-in for the duration of the project, must be established, herein after identified, as the Wi-Fi Work Team, the following will apply;

Article 1: A dedicated Wi-Fi Work Team of Electricians and Carmen will be established to perform the work, in accordance with the work team process as established on Amtrak (i.e. TALGO service). A Wi-Fi Work Team will consist of an equal number of Carmen and Electricians. Assigned employees will function cooperatively as a team. The teams will perform work under the guidance of and as assigned by the contactor and Amtrak management, as necessary.

Article 2: Electricians and Carmen on the Wi-Fi Work Team will be locked-in to the work team until the project is completed. Team members cannot be displaced in the exercise of seniority by other employees for the duration of the project. Such employees may be released from their lock-in commitment only with combined approval of management and the union, for reason of personal hardship, and depending on needs of service.

Article 3: Positions shall be bulletined in accordance with the respective bulletin and assignment rules. Management shall establish qualifications, which may include no violation of the attendance policy within the previous 12 month period. Employees bidding for Wi-Fi Work Team positions may be interviewed jointly by representatives of the unions and management to ensure their complete understanding of work team expectations. Any employee who believes he\she could not meet the expectations set forth shall be allowed to withdraw their application. Positions shall be filled based on seniority and the

Memorandum of Agreement
Wi-Fi Work Team, Washington, D.C. (continued)

employee possessing the necessary qualifications. After being awarded positions, employees who do not meet work team expectations may be disqualified from the work team only after review and mutual agreement with the union, and thereafter, exercise seniority to positions outside the work team.

Article 4: Work Team members will receive a fifty cent hourly differential (not subject to wage increase). Said differential shall be paid to employees holding work team positions while on vacation, holidays and personal leave days.

Article 5: Vacancies other than day to day vacancies, vacations, etc. on the Work Team will be filled with an employee represented by the respective union who represents the employee who was on the vacant position. Local labor and management will determine the posting and/or supplementing process.

Article 6: This Agreement is without precedential value and will not be cited in the future in any forum.

Approved by:

C. E Woodcock 1/25/11

C. E. Woodcock, III Date
Chief Labor Relations Officer and Assistant Vice President

Nick Bello 1/28/11

Michael Bello, Date
Deputy Master Mechanic

Approved. by:

1/25/11

Arthur J. Davidson, Date
General Chairman, System Council #7, IBEW

Carl A. Tingle 1/26/11

Carl A. Tingle Date
Chairman, TCU - BRC Division

NATIONAL RAILROAD PASSENGER CORPORATION
60 Massachusetts Avenue, NE, Washington, DC 20002

January 25, 2011

Mr. Arthur J. Davidson
General Chairman
System Council No. 7, IBEW
239 McClellan St.
Pennsport Mall
Philadelphia, PA 19148

Mr. Carl A. Tingle
Chairman - TCU (BRC Division)
9015 Lemon Road
Slaughter, LA 7077

Dear Sirs:

This confirms our discussions in connection with taking on the Wi-Fi project. Amtrak is currently hiring four (4) Electricians and four (4) Carmen to supplement the work force in Washington, D.C. The new hires will be assigned to vacancies created by employees moving to the Wi-Fi Work Team, or to the Wi-Fi Work Team, to the extent insufficient Electricians or Carmen apply and are selected for the Work Team.

Very truly yours,

C. E. Woodcock

C. E. Woodcock, III
Chief Labor Relations Officer
and Assistant Vice President