

**AGREEMENT**

**between the**

**NATIONAL RAILROAD PASSENGER CORPORATION**

**(AMTRAK)**

**and the**

**Sheet Metal, Air, Rail and Transportation Workers  
(SMART-SM)**

Effective: October 1, 1977  
Revised: October 1, 1982  
March 24, 1992  
December 22, 1998  
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**PREAMBLE**

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

**RULE 1 – CLASSIFICATION OF WORK - SECTION 1**

I. Rule 54, Employee Utilization, is eliminated and Rule 1 is modified as follows:

- (a) The Classification of Work provisions in Rule 1, Letter No. 1, and the Incidental Work Rule and Simple Work provisions (attached) will not apply as long as Sheet Metal Workers comprise no less than 12% of the total number of active Amtrak employees represented by the SMWIA, IBEW, IAM, JCC (not including cleaners), and IBBB. Work will be performed without restriction as to craft or class. The number will be provided to the union within 30 working days after the last day of each quarterly month, which will be March, June, September and December.
- (b) When the number falls below 12% the burden rests with Amtrak to provide the reason(s) thereof, with the quarterly report.
- (c) If the reason(s) for the ratio falling below 12% is listed below, work will continue to be performed without restriction as to craft or class, as in (a) above.
  - \* Changes in technology or equipment,
  - \* Work curtailment due to lack of funding, work loss, or work project completion,
  - \* Emergencies. Rule 9(b) of the Agreement can be used as a guide.
- (d) If the reason(s) for the number falling below 12% is not listed in paragraph (c) above, the Classification of Work provisions in Rule 1, Letter No. 1, and the Incidental Work Rule and Simple Work provisions (attached), will apply as of the 90<sup>th</sup> working day after the number is reported to the union, if within that period the ratio is not returned to 12% . Thereafter, when the ratio returns to 12%, the Classification of Work provisions in Rule 1, Letter No. 1, and the Incidental Work Rule and Simple Work provisions (attached) will no longer apply, and work will again be performed without restriction as to craft or class, as in (a) above.
- (e) When the 12% in (a) above is applied, the result will be rounded to the nearest whole person.

II. The following procedure will govern the resolution of disputes under this modified Rule 1:

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<sup>1</sup> Updated 4/11/14.

- (a) If disputes arise regarding the application of these provisions, no claims for compensation will be filed and instead the parties shall meet within 10 working days with the goal of resolving such disputes.
- (b) In the event such disputes cannot be resolved, the parties shall submit the dispute to the parties' Public Law Board within 30 working days, for resolution.

III. Time limits are subject to extension by mutual agreement.

IV. It is understood that it is not the intent of this percentage rule to eliminate Sheet Metal Workers employed with Amtrak as of the date of this agreement at any location unless there is not enough Sheet Metal Worker work to support a position(s) now or in the future, including for the reasons in I(c) above.

**RULE 1 – CLASSIFICATION OF WORK - SECTION 2<sup>2</sup>**

- A. 1. MECHANIC "A" - performs skilled work requiring journeyman level of knowledge with ability to read and work from prints and schematics; may also include lead duties, layout, welding, air conditioning work and other skilled duties.

NOTE: Inclusion of work such as layout, welding, etc., into the Mechanic "A" classification is not intended to take away the differential that employees would otherwise receive for performing such work. For example, if a Mechanic "A" also held a welding position or was otherwise performing welding duties, he would be paid the Mechanic "A" rate plus the welding differential. The same principle would apply to a Mechanic "B" assigned to perform duties that provide for differentials.<sup>3</sup>

- 2. MECHANIC "B" - performs semi-skilled work, simple work such as connecting and disconnecting of hoses and cables, cleaning sand hoses and valves, changing filters, watering locomotives and cars, operating cranes and moving equipment, dumping toilets, assisting welders, removing covers and hatches, loading and unloading parts and materials, burning on reclamation projects; and duties under the direction of a Mechanic "A".

NOTE: <sup>4</sup>A Mechanic "B" assigned to perform more than 2 hours of Mechanic "A" work will be paid at the Mechanic "A" rate as follows:

- a. time worked if more than 2 hours are worked, and
- b. for the entire tour of duty if more than 4 hours are worked.

- B. 1. All Journeyman on March 24, 1992 will be recognized as Mechanics "A", will be paid the Mechanic "A" rate even when they hold Mechanic "B" positions, and will hold and accumulate seniority on both the Mechanic "A" and "B" rosters.

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<sup>2</sup> Adopted from Article V of the March 24, 1992 Arbitration Agreement.

<sup>3</sup> Adopted from letter dated December 23, 1992.

<sup>4</sup> Adopted from letter dated December 23, 1992.

2. The Mechanic "B" full rate of pay will be 85% of the Mechanic "A" rate of pay. Employees holding Mechanic "B" positions will be entitled to the fringe benefits that employees holding Mechanic "A" positions receive. All employees holding helper positions in maintenance of equipment and/or facility work on March 24, 1992 will receive a Mechanic "B" seniority date of October 1, 1991, and will be ranked in order of their helper seniority.

- NOTE:
1. Existing helpers will retain their higher rate of pay if their helper positions are abolished or if they are displaced and the only position they can hold is a Mechanic "B" position.
  2. The Mechanic "A" rate of pay will be \$12.81 prior to applying the wage increases in Article X. The Mechanic "B" rate will be based on the Mechanic "A" rate and not the graded rates. The graded rates will continue to apply until eliminated consistent with Article 1, Section 10.

- C. Mechanic "B" employees may be promoted to Mechanic "A" positions based on seniority and completion of documented training courses which Amtrak will provide. Should a Mechanic "B" fail to satisfactorily complete a course of the required program, he shall be given a second opportunity to satisfactorily complete a course. A Mechanic "B" failing to successfully complete a course of required training after the second opportunity will be dropped from the training program. Prior to removal, the circumstances surrounding same will be reviewed with the appropriate labor representative.

The organization will designate an individual to participate in the planning and development of promotion training programs. The designated representative will be advised of the initiation of the planning and development process and will be afforded the opportunity to participate and contribute in the planning and development process.

A Mechanic "B" successfully completing the required course of training will be placed on Mechanic "A" seniority roster effective as of the date of completion of training. Persons completing training on the same date will be ranked in order as on the Mechanic "B" seniority roster. Employees with Mechanic "A" seniority will be required to hold Mechanic "A" positions, if available.

- D. The ratio of Mechanic "B" employees to Mechanic "A" employees for each craft will be no greater than one to one up to the initial equity number in Article IV; this ratio limitation will not apply to employment levels in excess of the equity number.<sup>5</sup>

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<sup>5</sup> Adopted from letter dated January 29, 1996

The coverage of the Incidental Work Rule is expanded to include all shopcraft employees represented by the SMWIA and shall read as follows: Where a shopcraft employee or employees are performing a work assignment, the completion of which calls for the performance of “incidental work” (as hereinafter defined) covered by the classification of work or scope rules of another craft or crafts, such shopcraft employee or employees may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as “incidental” when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment, and shall include simple tasks that require neither special training nor special tools. Incidental work shall be considered to comprise a preponderant part of the assignment when the time - normally required to accomplish it exceeds the time normally required to accomplish the main work assignment. In addition to the above, simple tasks may be assigned to any craft employee capable of performing them for a maximum of two hours per shift. Such hours are not to be considered when determining what constitutes a “preponderant part of the assignment.” If there is a dispute as to whether or not work comprises a “preponderant part” of a work assignment the carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop committee may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the carrier for the actual time at pro rata rates required to perform the incidental work.

## 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 employees' pay starts within the class in which employed, provided they qualify for a position in that class.
- (b) Employees voluntarily leaving the service will forfeit all seniority, and if they re-enter the service will be considered as new employees.
- (c) Where 2 or more employees start at the same time on the same day, they shall be ranked in alphabetical order according to their last names, and shall continue in the same relative rank.
- (d)<sup>6</sup>
  - 1. Employees now filling or hereafter promoted to official, supervisory or excepted positions shall retain all seniority rights they possess at the time of their promotion to a position outside the scope of this agreement.
  - 2. Employees who remain members in good standing with the Organization shall continue to accumulate seniority in the district from which promoted. Such employees who fail to maintain membership in good standing with the Organization shall maintain existing seniority throughout their employment, but shall not accumulate additional seniority in the district from which promoted subsequent to the date of their promotion.
  - 3. Employees who fail to maintain membership as specified above will be identified on the roster as having their "seniority arrested." "The roster will also show their previous seniority date and the date they stopped accumulating additional seniority. When such employees elect to exercise their seniority, a new date and roster position will be determined by counting back the number of days' seniority which had been "arrested."
  - 4. All promoted official and excepted employees will make their intentions known on the form to be provided to the official in charge at the location with a copy to the Union within 60 calendar days from the date of promotion or the date of this Agreement. The attached form to be utilized will be made a part of this Agreement. (SEE APPENDIX H)
  - 5. In the event employees fail to remain members in good standing with the Organization as provided above, the duly accredited representative shall so notify the Director of Labor Relations and, within 30 days after receipt of notification, the employees will have their seniority arrested as of the date of such notice unless, within the 30-day period, the employees involved remit all monies due the union.
- (e) If promoted employees retaining seniority under paragraph (d) of this rule who are working on a position not covered by any labor agreement are dismissed for cause, they may request a hearing under the discipline rule of this or another applicable labor agreement, but only one such hearing will be held. If such promoted employees are working on a position covered by a labor agreement and are dismissed for cause following a hearing under the discipline rule of that labor agreement, they may appeal the merits of that decision under this agreement or the agreement under which the hearing was held.

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<sup>6</sup> Adopted from Exhibit A, Letter 9 of the October 1, 1982 Agreement

- (f) Employees 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 employee with less seniority or may bid on a bulletined vacancy on the seniority roster from which promoted.
- (g) Employees promoted to official, supervisory or excepted positions who voluntarily demote themselves may displace the junior employee or bid on a bulletined vacancy on the seniority roster from which promoted.
- (h) Termination Of Seniority<sup>7</sup>

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

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

**RULE 3 – VALIDATING APPLICATIONS:<sup>8</sup>**

- (a) Applications for newly-hired employees shall be approved or disapproved within 90 calendar days (or six (6) months of active service if hired on/after April 19, 2011)<sup>9</sup> after applicants begin work. If applications are not disapproved within the 90-day period (or six (6) months of active service if hired on/after April 19, 2011), the applications will be considered as having been approved. Applicants shall, within 90 days (or six (6) months of active service if hired on/after April 19, 2011) from date of employment, if requested, have returned to them all documents which have been furnished to the Corporation.

Regarding the Validating Applications period, it is understood, that during this period a probationary employee may perform work and/or train on various assignments, which may or may not be bulletined.<sup>10</sup>

- (b) In the event of applicants giving materially false information, the 90-day (or six (6) months of active service) time limit shall not apply; and the employee may, within the first year of employment, be terminated without an investigation. If the employee can prove he did not supply false information, the employee or his organization can grieve under Rule 24.

**RULE 4 - SENIORITY ROSTER:**

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

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<sup>7</sup> Adopted from Article V of the August 26, 1986 NCCC Agreement.

<sup>8</sup> Revised from Article III of Exhibit A to the October 1, 1982 Agreement.

<sup>9</sup> April 19, 2011 Wage & Rule Agreement.

<sup>10</sup> April 19, 2011 Wage & Rule Agreement.

- (b) The rosters will be revised and posted in January of each year and will be open to protest for a period of 60 days from date of posting and, upon presentation of proof of error by employees, or their representative, such error shall be corrected; except that in case of employees off on leave of absence, vacation, sickness, disability or suspension, at the time the roster was posted, this time limit will apply from the date for correction will be confined to names added or changes made since posting the previous roster. The duly accredited representatives shall be furnished a copy of the rosters at the time they are posted.
- (c) The provision for annual revision and posting of seniority rosters shall not be construed to mean that the duly accredited representatives of the employees will be denied the right to request and receive a revised roster when reductions in force are contemplated or when, due to turnover in force, the annual roster does not furnish the information necessary to properly apply the provisions of this agreement.

**RULE 5 - PROMOTIONS:**

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

**RULE 6 - BULLETIN AND ASSIGNMENT:**

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

When **facility improvements** require the relocation of forces/operations within a facility, Amtrak will notify the organization prior to the relocation of the reason therefore. Thereafter, forces/operations within a facility may be moved without readvertising involved positions. However, when the hours, workdays, assigned duties and/or rest of positions are changed, Amtrak will be governed by the Rules Agreement and will advertise said positions.<sup>11</sup>

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

- (b) Day-to-day vacancies (not including vacation vacancies caused by the absence of regular assigned employees in positions of mechanics and helpers covered by this Agreement, positions for which

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<sup>11</sup> Adopted from letter dated December 23, 1992.

<sup>12</sup> Adopted from letter dated April 7, 1992.

no bids are received, and positions temporarily vacant pending award (initial advertising period) may be filled by qualified employees 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 employees will be permitted to remain on such positions and the next junior qualified employee shall be assigned to the vacancies in accordance with paragraph 1 hereof.
3. Subsequent vacancies created by following the procedure described in Points 1 and 2 above, may be filled with any qualified employee not holding regular bulletined positions.

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

This is construed to mean that if a claim is filed on behalf of an employee improperly used to fill such a vacancy, the claim will be for the actual hours used off his regular assignment, in addition to the actual amount earned. If the claim is for the employee who should have been used, it will be for the difference in rate, if any.<sup>13</sup>

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

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

- (d) Employees filling temporary vacancies shall assume the rest days of the assignment of the short vacancies.
- (e) Employees desiring bulletined positions shall file the applications with the officer whose name is signed to the bulletin, sending a copy to the Local Chairman. Employees may not withdraw their applications after the close of bulletin period. A bulletin assignment, designating the successful applicants, shall be posted at all places where the positions were bulletined.
- (f) Employees awarded bulletin positions shall be promptly transferred to such assignments. Employees transferring from positions on one shift to positions on another shift by award shall receive an additional 8 hours pay at the straight time rate for the positions they were awarded for

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<sup>13</sup> Adopted from Letter No. 8 of the September 1, 1977 Agreement.

each day they are required to work their former positions subsequent to the deadline provided in paragraph (a) of this Rule.

- (g) Employees transferring from one position to another position on the same shift by award shall receive an additional 3 hours pay at the straight time rate of the positions they were awarded for each day they are required to work on their former positions subsequent to the deadline provided in paragraph (a) of this Rule.
- (h) Employees who change from one shift to another as a result of being displaced by senior employees will be paid overtime rates for the first shift of each change.
- (i) Employees who bid for, and are awarded, bulletined positions cannot bid for the positions they have just vacated until same have been advertised a second time, unless such employees have been displaced from the positions they have been awarded or unless no bids are received for the positions they have just vacated.
- (j) A standard form shall be used for all bulletins covering new positions, vacancies, assignments, change in assigned hours and/or days, reduction in force and seniority roster. Standard forms are specified in Appendix "D".
- (k) Copies of all vacancy and assignment bulletins shall be furnished to the Local Chairman.

**RULE 7 - TEMPORARY PROMOTIONS:**

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

**RULE 8 - FAILURE TO QUALIFY:**

- (a) Employees, after being awarded bulletined positions or permitted to exercise displacement rights, will be allowed 20 working days in which to demonstrate their ability to competently perform the job. Employees who are disqualified must immediately return to their former positions unless they have been abolished or permanently filled by senior employees, in which event they may exercise seniority over any junior employees, or any positions bulletined during their qualifying period to which their seniority entitles them.
- (b) Employees will be given full cooperation of supervisors and employees in their efforts to qualify for positions.
- (c) Employees may be removed from positions at any time during the 20-day qualifying period if it becomes apparent that they do not possess the necessary ability and fitness to permit them to qualify. If employees feel they have been unjustly removed under this Rule they may grieve under Rule 24.

Local management will consult with the local committee on matters relating to the determination of an employee's fitness and ability. In the event of failure to agree, the management will make the final decision.<sup>14</sup>

**RULE 9 - REDUCING AND INCREASING FORCES:**

- (a)<sup>15</sup> 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 employees affected in reduction of forces or in abolishing positions. A copy of such notice shall be posted on bulletin boards with a copy to the local chairman. Employees whose positions are abolished will within the five (5) day notice period, exercise their seniority rights to displace junior employees effective with the date of the abolishment. Employees displaced will exercise their seniority rights within two (2) working days. Employees who do not possess sufficient seniority to displace junior employees shall be in furloughed status. Failure to exercise seniority within the time frame above shall subject the employee to assignment by management to any available position or work or to being required to displace the junior employee at the location.

When an employee chooses to displace to where there are substantially the same or identical positions with the same hours and rest days and under the same immediate supervisor, the employee must displace the junior employee.<sup>16</sup>

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

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<sup>14</sup> Adopted from Letter No. 9 of the September 1, 1977 Agreement.

<sup>15</sup> Adopted from section B, Article VIII of the March 24, 1992 Arbitration Agreement.

<sup>16</sup> Adopted from section C, Article VIII of the March 24, 1992 Arbitration Agreement.

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

- (f) Furloughed employees desiring to waive their right to return to service on vacancies of less than 30 calendar days duration may do so by filing written notice with the proper Company official and the Local Chairman. Such notice may be cancelled the same manner. Employees who waive the right to return to service to a position of less than 30 days, and are recalled, will be guaranteed 30 calendar days of employment.
- (g) When in the opinion of the management and the local committee the physical condition of the occupant of any position becomes such that he cannot satisfactorily perform his regular duties, he shall have the right to exercise displacement rights to a position held by a junior employee.
- (h) Except as provided in Section (b) above, if positions are abolished and restored within 7 calendar days, incumbents will be restored to those positions and compensated for any time lost. Other employees affected by such abolishments will be treated in the same manner.
- (i) In event of a reduction of force at any point and a shortage of help existing at any other point, employees laid off will have preference over men not in the employ of the Company. The appropriate officials shall notify the General Chairman of the number of men needed at the point where the shortages exist, the General chairman to notify the furloughed employees so they may take advantage of the opportunity to transfer.
- (j) Employees transferring under this rule, whether taking the place of absentees, filling vacancies or new jobs, shall take rank behind all employees in service at the point to which transferred and will retain seniority at the point from which transferred until 30 days after date of restoration of forces at point of former employment, seniority to govern.

**RULE 10 - TRANSFER OF WORK-ABANDONMENT OF FACILITIES:**

- (a) The protective benefits of Appendix C-2 of the Rail Passenger Service Act, as amended, of Title V (where applicable) shall be applicable, as more specifically outlined below, with respect to employees who are deprived of employment or place in a worse position with respect to compensation and rules governing working conditions as a result of any of the following changes in operations:
  - (1) Transfer of work across seniority district lines;
  - (2) Abandonment or discontinuance, in whole or in part, of facilities for 6 months or more;
  - (3) Consolidation of 2 or more separate facilities.
- (b) Whenever the Company contemplates making a change in operation for any of the reasons listed in Section (a) of this Rule, the provisions of Article III of appendix C-2 shall apply.
- (c) When positions are abolished as a result of changes in Amtrak's operations for any of the reasons set forth in Section (a) of this Rule, and all or part of the work of the abolished positions is transferred to another location or locations, the selection and assignment of forces to perform the work in question shall be provided for by agreement of the General Chairman and the director of

Labor Relations establishing provisions appropriate for application in the particular case; provided, however, that under the terms of the agreement sufficient employees will be required to accept employment within their classifications so as to insure a force adequate to meet the Corporation's requirements. In the event of failure to reach such agreement, the dispute may be submitted by either party for settlement as provided in Article III of Appendix C-2.

**RULE 11 - WORKDAY AND WORKWEEK:**

- (a) Except as otherwise provided in this Agreement, 8 or 10 consecutive hours work in a 24-hour period, exclusive of the meal period, shall constitute a day's work.
- (b) The workweek shall be 40 hours, consisting of either 5 days of 8 hours each, with 2 consecutive days off in each 7, or 4 days of 10 hours each, with 3 consecutive days off in each 7, however, positions established with 4 days of 10 hours with 3 rest days shall be by written agreement between the parties signatory hereto. (See (b1) below where agreement is no longer required.)
- (b1) The workweek at facilities where planned Preventive Maintenance is performed may consist of four-ten hour or five-eight hour workdays. The Workday and Workweek Rule will be modified to provide for expanded use of 4x10 workweeks:
  - Amtrak may establish such 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).
  - Rest Days must include Saturday and Sunday
  - Start time may begin as early as 5 AM.<sup>17</sup>
- (c) On positions the duties of which can reasonably be met in 5 days of 8 hours each, the days off shall be Saturday and Sunday, and in 4 days of 10 hours each, the days off shall be Friday, Saturday and Sunday.
- (d) Where the nature of the work is such that employees will be needed 6 days each week, the appropriate number of consecutive rest days shall be assigned on Friday, Saturday, Sunday or Monday.
- (e) Where the nature of the work is such that employees will be needed 7 days per week, any 2 or 3 consecutive days may be the rest days with the presumption in favor of Saturday and Sunday or Friday, Saturday and Sunday.
- (f) All possible regular relief assignments with 5 days of 8 hours of work and 2 consecutive rest days, or 4 days of 10 hours of work and 3 consecutive rest days, shall be established to do the work necessary on rest days of assignments in 6 and 7 day service or combinations thereof. The bulletin will provide that such employees may also be used to perform work on other days as may be assigned under this Agreement in order to produce 40 hours of work per week. Assignments for regular relief positions may, on different days, include different starting times,

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<sup>17</sup> April 19, 2011 Wage & Rule Agreement.

duties and work locations, provided they take the starting time, duties and work locations of employee or employees whom they are relieving.

- (g) The term “workweek” for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.
- (h) The term “workday” shall mean a 24-hour period beginning with the start of the tour of duty of an assignment.

**RULE 12 - STARTING TIME:**<sup>18</sup>

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

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

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

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

- (b) At running repair or inspection locations the service requirements shall determine starting times and the number of shifts employed.

NOTE: The phrase “running repair or inspection locations” refers only to the determination of starting time and the number of shifts, and has nothing to do with assignment of work among the various crafts.<sup>19</sup>

- (c) 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.
- (d) Starting times will not be changed without giving 36 hours' advance notice to the employees affected.<sup>20</sup>

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<sup>18</sup> Revised from Article III of Exhibit A to the October 1, 1982 Agreement.

<sup>19</sup> Adopted from Letter No. 10 of the September 1, 1977 Agreement.

<sup>20</sup> Adopted from Letter dated February 23, 2005.

**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.

- (a) Service performed by regular assigned hourly or daily rated employees on the second (and third) rest day of their assignments shall be paid at double the basic straight time rate provided that they have worked all the hours of their assignments in that workweek and have worked on the other rest days of their workweek, except that emergency work paid for under the call rule (paragraph (c) hereof) will not be counted as qualifying service under this Rule nor will it be paid for under the provisions hereof.
- (b) Employees will be allowed time and one-half on a minute basis for service performed continuously in advance of the regular working period with a minimum of 1 hour. Except in emergencies, the advance period will not be more than 1 hour. For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis with a minimum of 1 hour for any such service performed.
- (c) Employees called or required to report for service not continuous with regular bulletined hours and reporting but not used, will be paid a minimum of 4 hours at straight time rates. Employees called or required to report for service not continuous with regular bulletined hours and reporting will be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes of service or less.
- (d) Except as otherwise provided for in this Rule, all overtime beyond 16 hours service in any 24-hour period, computed from the starting time of the employee's regular shift, shall be paid for at rate of double time until relieved.
- (e) Employees working continuous overtime which results in their returning to their regular assignments without having been relieved will be paid double time if used; if not used on their regular assignments, the employees will be paid straight time rate for the hours of their regular assignments.
- (f) When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to equalize the time. Overtime to be distributed in conjunction with the duly-authorized local committee of the craft or their representative and the Local Management. Record will be kept of overtime worked and men called with the purpose in view of distributing the overtime equally.

**RULE 14 - MEAL PERIOD:**

- (a) Except as provided in paragraph (d) and (e) of this Rule, the meal period shall be 30 minutes.
- (b) When a meal period is allowed, it shall be regularly assigned between the ending of the fourth and the beginning of the seventh hour after starting work, unless otherwise agreed to between the Corporation and the duly-accredited representative, and the meal period shall not be changed without at least 36 hours' advance notice to employees affected, except that employees having assigned meal period of 30 minutes whose work assignments are dependent on train

movements may have their meal periods advanced or deferred 30 minutes daily when such changes are the result of train arrivals or departures.

- (c) Employees required to work any part of the meal period will be paid therefor, on the minute basis at the rate of time and one-half, and in the event there is not 20 minutes time within the assigned period, 20 minutes in which to eat will be allowed at the first opportunity without deduction in pay therefor.
- (d) Assignments of 8 consecutive hours without an assigned meal period may be established, in which case not less than 20 minutes shall be allowed in which to eat, without deduction in pay. At locations where 3 consecutive shifts are worked, the 20-minute meal period will be allowed.
- (e) Employees required to work 3 hours or more 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 termination of preceding meal period. No allowance will be made under this paragraph for the first meal period on an employee's rest day.

**RULE 15 - ROAD SERVICE:**

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

- (a) Time spent in traveling outside regular working hours (including waiting time) from one work location to another work location will be paid for at the pro-rata rate. If authorized to travel by private automobile, travel time shall be computed at the rate of 2 minutes for each 1 mile traveled. The allowance specified in this Section does not apply to employees traveling during assigned work hours.
- (b) Employees shall be reimbursed for authorized transportation expense, and, if authorized to use personal automobile, shall be allowed mileage at the rate of 15 cents per mile by the most direct route between the points traveled.
- (c) Employees performing service away from their headquarters who are directed not to return to their headquarters or residence on any day shall be reimbursed for the reasonable expense of meals and lodging.

**RULE 16 - ATTENDING COURT - TEMPORARY COMPANY SERVICE:**

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

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

- (b) Employees shall be reimbursed for authorized transportation expense, and, if authorized to use personal automobile shall be allowed mileage at the rate of 15 cents per mile by the most direct route between the points traveled.
- (c) Employees required to travel to a point 60 or more miles from their headquarters and from their place of residence for 2 or more consecutive days, shall be allowed reasonable expenses for meals and lodging expense incurred. Receipts for lodging must accompany expense claims
- (d) Employees required to travel to a point more than 30 but less than 60 miles from their headquarters and their place of residence shall be allowed meal expenses incurred not to exceed two meals per day.
- (e) Employees taken from their assigned duties during assigned hours at the request of the Company to perform temporary service, attend court or appear as witnesses at hearings or investigations for the Company, will be allowed compensation equal to what would have been earned had such interruption not taken place.
- (f) Employees who perform their regular assigned duties and then perform temporary service, attend court or act as witness 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

**RULE 17 - JURY DUTY:**

When regularly assigned employees are summoned for jury duty and are required to lose time from their assignments as a result thereof, they shall be paid for actual time lost with a maximum of 1 day's pay at the straight time rate of his position for each day lost less the amount allowed them for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualifications, requirements and limitations:

- (a) Employees must exercise any right to secure exemption from the summons and/or jury service or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.
- (b) Employees must furnish the company with a statement from the court of jury allowance paid and the days on which jury duty was performed.
- (c) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (d) No jury duty pay will be allowed for any day as to which the employees are entitled to vacation or holiday pay.
- (e) When employees are excused from company service on account of jury duty, the company shall have the option of determining whether or not the employees' regular positions shall be blanked, notwithstanding the provisions of any other rules.

**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 - BEREAVEMENT LEAVE:**

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provisions for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.<sup>21</sup>

Agreed upon questions and answers<sup>22</sup>

Q-1: How are the three calendar days to be determined?

A-1: An employee 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 employee 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: Employee 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 employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Q-3: An employee 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

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<sup>21</sup> Adopted from December 4, 1978 Agreement.

<sup>22</sup> NRLC distributed agreed-upon Interpretation, 2/1/79 circular

following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

**RULE 20 - LEAVE OF ABSENCE:**

- (a) Employees will be granted reasonable leaves of absence when they can be spared without interference to the service. Except for physical disability or as otherwise provided in this Rule, leaves of absence in excess of 90 days in any calendar year shall not be granted unless by agreement between the officer designated by the company and the designated representative of the Organization.
- (b) Employees absent on leave who are found, after formal investigation, to have engaged in other employment, shall forfeit their seniority and be considered out of service, unless special arrangements shall have been made with the official granting the leave of absence and the designated representative of the Organization.<sup>23</sup>
- (c) Employees who fail to report for duty at the expiration of leave of absence shall forfeit their seniority rights and be considered out of service unless the employees present sufficient proof that circumstances beyond their control prevented such return. In such case, the leave will be extended to include the delay.
- (d) Employees granted a leave of absence desiring to return from such leave before the expiration thereof shall be permitted to do so upon 48 hours' written advance notice to the supervisor with copy to the designated representative of the Organization.
- (e) Employees of the Company who become full-time duly accredited representatives of employees of the Company or are employed exclusively by the Union shall be considered on leave of absence until 60 days after release from such employment.
- (f) Other duly accredited representatives of the employees shall be granted necessary time off for investigations, consideration and adjustment of grievances, negotiations, or to attend meetings of employees.
- (g) Employees retired under the disability provisions of the Railroad Retirement Act shall retain seniority until they attain the age of 65 years at which time their names will be removed from the seniority roster. The positions vacated by them, if not abolished, will be bulletined for permanent appointment. Should they recover sufficiently to resume service prior to attaining the age 65 years, they shall be permitted to exercise seniority in accordance with Rule 21.
- (h) Employees with one or more years seniority may request a leave of absence in connection with the birth or adoption of a child or serious health condition of a family member (natural or adoptive child, parent or spouse only). Leave shall be granted for such purposes for a maximum of twelve weeks in any twenty-four (24) month period, commencing with the birth or adoption of the child, or serious illness of the family member. For employees on maternity leave, such leave will commence with the expiration of maternity leave. The request for leave should be made at least two weeks in advance if circumstances permit. Such request should be accompanied by such information as certificate of pregnancy or date of birth or adoption of

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<sup>23</sup> Adopted from Article IV of Exhibit A to the October 1, 1982 Agreement.

the child or, in case of family members' illness, certification of the illness and need for the employee to care for the family member.<sup>24</sup>

- (i)(1) Sheet Metal Workers accepted into Locomotive Engineer training will be granted a leave of absence while they are in training. When the Sheet Metal Worker marks-up for actual service as an Amtrak Locomotive Engineer his seniority under the SMWIA Agreement is forfeited.<sup>25</sup>
- (i)(2) If a Sheet Metal Worker fails to complete the Locomotive Engineer training, he may return to an SMWIA covered position in his former seniority district, in accordance with the provisions of Rule 21, provided the Sheet Metal Worker has continued to remit dues or fees to the SMWIA and remains a member in good standing while in Locomotive Engineer training.
- (i)(3) Sheet Metal Workers who fail to remain members in good standing while in Locomotive Engineer training, by failing to pay SMWIA union dues or fees for two months, will be automatically removed from the Sheet Metal Workers' seniority roster.

**RULE 21 - RETURN FROM LEAVE OF ABSENCE AND TEMPORARY ASSIGNMENT:**

- (a) Employees returning after leave of absence, sick leave military service, disability annuity, vacation or from temporary assignment, including vacation or other temporary relief service on covered, official or excepted positions, who have been absent from their regular assigned positions 180 consecutive days or less, may resume the last positions to which assigned, provided they have not been abolished or filled by senior employees in the exercise of displacement rights or may, upon return, exercise displacement rights on any position bulletined during their absence.
- (b) Employees whose permanent assignments have been abolished or filled by senior employees in the exercise of displacement rights, or who have been absent from their regular assigned positions in excess of 180 consecutive days may, upon their return, exercise displacement of junior employees. Other employees displaced under this Rule may exercise displacement over junior employees. Employees who do not perform service for the Company for 30 or more consecutive days may be required to submit to a physical examination to determine their physical fitness for service, except if the absence is due to vacation.<sup>26</sup>

**RULE 22 - PHYSICAL EXAMINATIONS AND DISQUALIFICATION:**

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

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<sup>24</sup> Adopted from section F, Article VIII of the March 24, 1992 Arbitration Agreement.

<sup>25</sup> i(1-3) adopted from Letter Agreement signed 5/11/09.

<sup>26</sup> Adopted from Section A, Article VIII of the March 24, 1992 Arbitration Agreement and December 23, 1992 letter.

However, return to duty physical examinations may be given employees who are absent from work for 30 or more consecutive days, except if the absence is due to vacation.<sup>27</sup>

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

**RULE 23 - DISCIPLINE-INVESTIGATION-APPEAL:**

- (a) Employees who have been in service more than 90<sup>28</sup> calendar days (or 6 months of active service for employees hired on or after April 19, 2011)<sup>29</sup> 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 seriously detrimental to themselves, another person, or the Company.

**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.<sup>30</sup>**

- (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.

**Notice of Intent meeting for offenses suggesting discipline short of dismissal:**

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. If management's representative fails to attend the meeting,

<sup>27</sup> Adopted from Section A, Article VIII of the March 24, 1992 Arbitration Agreement and December 23, 1992 letter.

<sup>28</sup> Adopted from Letter No 8 to Exhibit A of the October 1, 1982 Agreement.

<sup>29</sup> Wage and Rules Agreement April 19, 2011.

<sup>30</sup> Wage and Rules Agreement April 19, 2011.

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.<sup>31</sup> 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.

For offenses suggesting dismissal:

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) 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.
- (d) 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 the conference, whichever is later. Any appeal from such decision shall be made to the Director of Labor Relations.
- (e) 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.
- (f) If the final decision decrees that the charges against the employees were not sustained, the record shall be cleared of the charge. If held out of service (suspended or dismissed) the employees shall be reinstated with all rights unimpaired and reimbursed for net, wages lost.
- (g) The time limits of this Rule shall not apply to request 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.

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<sup>31</sup> Wage and Rules Agreement April 19, 2011.

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

**RULE 26 - MILITARY TRAINING:**

When 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.<sup>32</sup>

**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 their supervisor cannot be located, they shall notify a supervisor or another person in authority as soon as possible.
- (b) The Corporation will be responsible for notifying employees at each location the procedure for obtaining permission to be off on account of sickness, emergencies, etc.
- (c) Employees who absent themselves from work for ten days without notifying the Company shall be considered as having resigned from the service and will be removed from 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 prevented such notification.

**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.
- (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 can be reasonably accomplished whereby they can work inside. This does not apply to work in engine cabs or emergency work on engines or cars set out for or attached to trains.

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<sup>32</sup> January 4, 2018 Wages and Rules Agreement

**RULE 29 - CLOTHING:**

The Company shall upon request provide water and acid-repellant 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, and such committees will meet once a month to ensure cooperation and adherence to the rules.

**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, roofs, 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, heated and ventilated in the best manner possible, consistent with the source of heat and light available at the point in question. Where parking lots and fire roads 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. 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 or its equivalent [AMPLAN]. 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 EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES:**<sup>33</sup>

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 Corporation 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
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

<sup>33</sup> Updated in 2008 Wage & Rule Settlement.

"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 or AMTRAK's Supplemental Sickness Benefit Plan.

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 carrier 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:**

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

**RULE 36 - ASSIGNMENT OF WORK:**

At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of any 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 of any craft, the parties will undertake a joint check of the work done at the point. If the check indicates that a sufficient amount of work of that craft is performed, a mechanic or mechanics of such craft will be employed. 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.

Effective January 1, 1983, each employee covered by the Agreement will receive a "personal holiday" in lieu of a workday subject to the qualifying requirements of the Holiday Agreement. Such day will be selected by the employee, consistent with the requirements of service, upon 48 hours' advance notice to the Corporations. 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.

Holidays as designated by the Federal Government:

The current holiday agreement will be amended so that in all states where proclamations of National and State holidays do not coincide, employees covered by our holiday agreement will observe holidays designated by the Federal Government. Such holidays as designated by the Federal Government will take precedence over holidays enumerated by the State.<sup>34</sup>

**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.<sup>35</sup>
- c. 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 intent on the application vacation request form submitted in December of the prior year when scheduling is arranged.

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<sup>34</sup> From July 16, 1975 Letter Agreement.

<sup>35</sup> Adopted from section G, Article VIII of the March 24, 1992 Arbitration Agreement.

- d. 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 12<sup>th</sup>.
- e. 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.
- f. 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.<sup>36</sup>

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

(a) (1) Lead Men

In small groups, working Journeymen may be assigned who will take the lead and direct the work of the other men of the group. For such services, a differential of 50<sup>37</sup> cents per hour will be paid in addition to the Journeyman's rate of pay. [See Letter No. 6 for selection of Lead Men]

(2) Air Conditioning/Refrigeration<sup>38</sup>

At locations where air conditioning/refrigeration work is ordinarily performed by employees represented by the Sheet Metal Workers International Association, individuals who have acquired specialized training or skills in connection with maintenance of air conditioning/refrigeration systems will be eligible for selection as Air Conditioning/Refrigeration Specialists, and employees assigned to this classification will be paid a differential of \$.20 per hour above the journeyman's rate. The selection of such Air Conditioning/Refrigeration Specialists will be accomplished in the same manner as "lead" positions, under Letter No. 6 of the Schedule Agreement.

(3) Welding

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<sup>36</sup> Paragraphs c, d, e, f - April 19, 2011, Wage and Rule Agreement.

<sup>37</sup> Adopted from Section 11, Article I of the April 7, 1992 Agreement.

<sup>38</sup> Adopted from Letter No. 2 of Exhibit A to the October 1, 1982 Agreement.

Welders shall receive 50<sup>39</sup> cents per hour above the minimum Journeyman's rate of pay. Positions carrying such a differential rate will be identified as such on bulletins.

The welding differential will be increased to \$ .50, effective no later than May 1, 1992. After such date, if a welding position goes no bid, the junior employee qualified for the position not holding a welder position on the same shift will be assigned to the position. Employees trained as welders by Amtrak after the date of this agreement will be considered automatic bidders for welder positions for a period of 12 months following completion of training. However, automatic bidders on the same shift as the advertised positions will be awarded such positions prior to automatic bidder on other shifts.

(4) Inspecting Locomotives<sup>40</sup>

At points where sheet metal workers are required to inspect engines and sign Federal reports covering such inspections, they will be paid ten (10) cents per hour above the Journeyman's minimum rate at the point employed for the days on which such inspections are made.

(5) Lay Out Men<sup>41</sup>

A differential of 50 cents per hour over the journeyman's rate will be paid to "Lay Out Men" who are men of high grade skill, qualified and assigned to lay out complete pipe installations or renewal of same and lead in the performance of the work involved. It also includes men qualified and assigned to laying out sheet metal work (not assistants or helpers). The differential does not apply to man laying out by templates only.

- (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:**

Employees whose applications are approved and who have been in the service 60 days or longer, shall upon written request if the 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, General Chairman and/or the officers of the Sheet Metal Workers International Association.

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<sup>39</sup> Adopted from letter dated April 7, 1992.

<sup>40</sup> Adopted from Letter No. 3 of the September 1, 1977 Agreement.

<sup>41</sup> Adopted from Letter No. 7 of the September 1, 1977 Agreement.

**RULE 43 - COMMITTEE WORK:**

- (a) Conferences and hearings between Local Officers and Local Committees will be held during regular working hours without loss of time to Committeemen, and when payment for such is made, such time will be considered as compensated service for both Vacation and Holiday qualifying time.

Local Chairmen/Committeemen will be allowed reasonable time to investigate time claims, grievances, or safety matters while on duty without loss of time. It is understood that Local Chairmen Committeemen will not write time claims or grievances while on duty and will perform their regular assigned duties.<sup>42</sup>

- (b) The Corporation shall not discriminate against any of its employees who are selected as representatives of the Organization who from time to time represent other employees; nor shall the Corporation discriminate against any employee for testifying on behalf of other employees.
- (c) The Corporation will provide the organization with a current list of the officers designated to handle appeals under the provisions of Rules 23 and 24 of this Agreement.
- (d) The Union will be responsible for notifying the Corporation as to who its “duly accredited representatives” shall be. The list to be amended as often as needed.

**RULE 44 - UNION SHOP -- DUES DEDUCTION:**

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

**RULE 45 - PAYING OFF:**

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

**RULE 46 - DAYLIGHT SAVING TIME:**

If and when Daylight Saving Time is placed into effect at any point, by reason of which employees on the third trick will ordinarily work 1 hour less than their regular tour of duty, payment will be made for the actual hours worked; when Standard Time is restored, and the employees on such trick are required to work 1 hour more than their regular tour of duty, in that

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<sup>42</sup> Adopted from Article VI of the December 22, 1998 Agreement.

case, also they will receive pay for the actual hours worked. The intent of this is that actual hours worked will govern payment to employees, and the time worked in excess of 8 hours will be paid for at time and one-half.

**RULE 47 - UNION REFERRAL:**

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

**RULE 48 - DATE EFFECTIVE AND CHANGES:**

- (a) This Agreement shall be effective October 1, 1977 and shall remain in full force and effect until changed as provided herein or in accordance with the Railway Labor Act, as amended.
- (b) 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.

Signed at Washington, D.C., this 1<sup>st</sup> day of September 1977.

FOR:  
THE SHEET METAL WORKERS  
INTERNATIONAL ASSOCIATION:

/s/ \_\_\_\_\_  
Richard E. Martin  
Vice President

FOR:  
THE NATIONAL RAILROAD  
PASSENGER CORPORATION:

/s/ \_\_\_\_\_  
G. F. Daniels  
Vice President - Labor Relations

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

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

**RULE 49 - VOLUNTARY TRANSFER:**<sup>43</sup>

Employees 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. Employees will not be compelled to accept a permanent transfer to another point.

<sup>43</sup> Adopted from Letter No. 12 of the September 1, 1977 Agreement.

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**RULE 50 – PERSONAL LEAVE:**<sup>44</sup>

**Section 1**

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

Employees who have not the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982 shall be entitled to one day of personal leave in subsequent calendar years;

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

**Section 2**

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

**Section 3**

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

**RULE 51 – HOURS OF SERVICE AND REST DAYS:**<sup>45</sup>

The following will apply at existing mechanical locations where the work is dependent primarily on the inspection, running repair servicing and/or dispatching of trains when the

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<sup>44</sup> Adopted from Article X of the December 11, 1981 NCCC Agreement.

<sup>45</sup> Adopted from Article VII of Exhibit A to the October 1, 1982 Agreement.

provisions of the current Rule would necessitate the use of an otherwise unnecessary additional shift or regularly recurring overtime:

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

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

\*Unless there is a significant change in the amount of train service or the arrival and departure times change substantially.<sup>46</sup>

**RULE 52 – TRAINING:**<sup>47</sup>

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

**RULE 53 – TRAINING-TRAVEL ADVANCES:**<sup>48</sup>

Employees sent from their seniority point for five or more consecutive workdays to receive training and who will require overnight lodging will be given, upon request, travel advances to cover estimated meal, lodging and transportation expenses to the extent such expenses are not paid

<sup>46</sup> Adopted from Letter No. 3 to Exhibit A of the October 1, 1982 Agreement.

<sup>47</sup> Adopted from Article IX of Exhibit A to the October 1, 1982 Agreement.

<sup>48</sup> Adopted from Article XI of Exhibit A to the October 1, 1982 Agreement.

directly by the Corporation. Such request must be made at least 15 workdays before the advance is required.

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

**RULE 54 – EMPLOYEE UTILIZATION (RULE REMOVED FROM AGREEMENT)**

**RULE 55 – ENTRY RATES OF PAY:<sup>49</sup>**

- I. Mechanic “B” and upgraded Mechanic “All employees will be paid as follows during their first 180 days of actual service; provided however, that this provision shall apply only to employees who enter service under agreements with the shop craft organizations on or after the effective date of this agreement:
  - A. For the first 90 days of service, such employees shall be paid 90% of the applicable rates of pay.
  - B. For the second 90 days of service, such employees shall be paid 95% of the applicable rates of pay.
  - C. At the completion of 180 day period specified above, employees shall be paid at 100% of the applicable rates of pay.

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

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

The term “upgraded mechanics” as used in this article is intended to apply to those employees upgraded to a Mechanic “A” after entering service in a lower classification without having completed Amtrak's apprenticeship program.

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

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<sup>49</sup> Adopted from Article VI of the March 24, 1992 Arbitration Agreement.

service credited provided that such service last occurred within one year from the date of employment with Amtrak.

VI. The foregoing does not affect the existing entry rate provisions as applied to helpers.

**RULE 56 – PERFORMANCE REVIEW OF M OF E WORK:**<sup>50</sup>

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

**RULE 57 – SPECIAL ACCOUNTS:**<sup>51</sup>

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

**RULE 58 – AMTRAK/LABOR PRODUCTIVITY COUNCIL:**<sup>52</sup>

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

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<sup>50</sup> Adopted from section E, Article VIII of the March 24, 1992 Arbitration Agreement.

<sup>51</sup> Adopted from Article IX of the March 24, 1992 Arbitration Agreement.

<sup>52</sup> Adopted from Article IV of the December 22, 1998 Agreement.

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

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

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

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

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

Distribution of Benefits of Savings. As productivity enhancement targets are established in all areas, periodic reviews of benchmarked activities shall evaluate progress toward those goals and the value of increased efficiencies and savings to Amtrak's bottom line. Savings up to \$3.0 million annually would primarily benefit Amtrak's bottom line. (Employees shall receive 20 percent of the benefits of the savings, while the company receives 80 percent.) However, if total annual savings exceed \$3.0 million per year, 50 percent of those savings shall be paid to employees as a bonus above normal wages and payments.

**RULE 59 – OCCUPATIONAL HEALTH WORK RELATED INJURY PROJECT:**<sup>53</sup>

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

**RULE 60 – PART TIME:**<sup>54</sup>

- (a) Part time sheet metal worker positions may be established as follows:
  1. At new locations, and new commuter services, including locations where Amtrak now contracts but does not employ sheet metal workers.
  2. At other locations but subject to paragraph (b), below.
- (b) Part time positions maybe established under this paragraph and will be limited to 10% of sheet metal workers on a system-wide basis and shall be established from new positions. The phrase

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<sup>53</sup> Adopted from Article V of the December 22, 1998 Agreement.

<sup>54</sup> Adopted from Article VI of the December 22, 1998 Agreement.

“new positions” is defined as positions over and above the number of sheet metal worker positions on Amtrak as of the date of this agreement.

- (c) Part time employees will establish seniority on a separate part time seniority roster.
- (d) Part time employees may apply for full time positions when there are no bids from full time employees. They will be given preference for such positions over new hires in seniority order.
- (e) No employee holding a full time position will be furloughed if part time employees are employed in their seniority district.
- (f) Part time employees 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. They will be paid time and one-half for time worked on the holidays designated in the rules agreement. Part time employees 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 employee, the part time employee may use his credited time off in the following manner:
  - \*The employee may schedule the time off in lieu of working his scheduled assignment consistent with service requirements and with 48 hours notice.
  - \*Prior to the 15th of each month the employee may request payment of all credited time off that has been accumulated as of the date the request is submitted in writing to the supervisor. Payment will be made in the following month.
- (g) The starting times and work week will be determined by the needs of service. Starting times and work weeks will not be changed without advance notice to the employee.
- (h) Service as a part time employee will be credited for vacation purposes when the employee becomes a full time employee. For the purposes of the vacation agreement, for each 8 hours worked as a part time employee in a calendar year, the employee will be credited with a qualifying compensation day.
- (i) Part time employees will not be scheduled to work more than 25 hours, or less than 20 hours in a work week. The work week is defined as a seven calendar day period beginning with Monday. Part time employees will not be worked in excess of 25 hours to deprive full time workers of overtime.

**RULE 61 – LOCK-IN FOR SPECIAL PROJECTS:**<sup>55</sup>

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

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<sup>55</sup> Adopted from Article VI of the December 22, 1998 Agreement.

Employees 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 employee accepts training at Amtrak's expense, the employee 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 employee selected for the position will be locked-in commencing from the date the position is occupied.
- (c) If no qualified employee bids for the position, the lock-in shall commence on the date the position is occupied and the period of any training will not be counted towards the lock-in.

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

If an employee assigned under this article and outside the lock in period bids to another position and is awarded the position, the employee 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.

**RULE 62 – BANK TIME:**<sup>56</sup>

- (a) Sheet Metal Workers at their option, may elect to accept compensatory time off in lieu of the overtime premium. The straight-time portion of overtime pay will be paid and the half time portion of the overtime will be accrued in a compensatory time bank. Employees may not accrue more than 40 hours in the compensatory time bank.
- (b) Compensatory time off will be taken in 8-hour segments (or 10-hour in the case of employees in 4x10 work weeks), provided, however, such day(s) may be taken only when consistent with the requirements of the carrier's service.:
  - \* If the employee desires to take 40 hours of compensatory time off at one time (as a full week), the employee must provide 60 days advance notice.
  - \* Single days may be taken upon 48 hours' advance notice from the employee to the proper carrier supervisor.
  - \* Up to two 8-hour segments of compensatory time may be taken in a year without advance notice requirement other than that the employee give notice before the beginning of the shift. Compensatory time will not constitute compensation for bridging purposes in the application of the Holiday Rule.

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

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

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<sup>56</sup> Adopted from Article VI of the December 22, 1998 Agreement.

- (d) For employees hired before April 19, 2011, the Bank Time Rule is modified to limit compensatory time taken to no more than eighty (80) hours in a calendar year, beginning in 2011. Compensatory time off will be paid for at the pro-rata rate of the employee's regularly assigned position.
- (e) For employees hired on or after April 19, 2011, the Bank Time Rule is modified to limit compensatory time taken to no more than forty (40) hours in a calendar year.
- (f) 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.<sup>57</sup>

**RULE 63 – FLEXIBLE SHIFT START TIMES:**<sup>58</sup>

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

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

- (b)<sup>59</sup> This rule will be applied at the following locations and will apply to the following employee numbers:

<u>Locations</u>	<u>SMW</u>
New York	7
Chicago	16
Los Angeles	7

<sup>57</sup> Paragraphs d, e, and f - April 19, 2011 Wage and Rule Agreement.

<sup>58</sup> Adopted from Article VI of the December 22, 1998 Agreement.

<sup>59</sup> Adopted from Side Letter 1 to the December 22, 1998 Agreement.

***SMART-SM***

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New Orleans	4
Washington DC	4
Hialeah	<u>5</u>
Total	43

New Rule – TOTAL QUALITY COMMITMENT<sup>60</sup>

The company and union recognize that Amtrak's success is dependent on delivering quality service to the traveling public. It is the mutual goal of the parties to promote quality service in every phase of Amtrak's operations. To meet this goal, the company and union pledge to cooperate in endeavors which promote quantity and quality of work; safety and efficiency of operation and harmonious work relationships.

The parties recognize that a joint approach involving employees and supervisors at the local level is essential to delivering quality customer service and improving the effectiveness of Amtrak's performance. Local supervisors and employees are encouraged to implement cooperative approaches, including quality circles, to improve our operations and quality of customer service.

The company and union recognize that quality offers the greatest opportunity for the success and security of Amtrak and its employees. To this end, the parties commit to make quality the performance standard for all employees.

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<sup>60</sup> Article VII of the March 24, 1992 Wage and Rule Agreement

**APPENDIX A**

**HOLIDAYS**

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

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

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

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

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

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

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

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

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

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

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

**APPENDIX B**

**AGREEMENT**

BETWEEN

THE SHEET METAL WORKERS INTERNATIONAL ASSOCIATION

AND

THE NATIONAL RAILROAD PASSENGER CORPORATION

1. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Company now or hereafter subject to the rules and working conditions agreement between the parties hereto shall, as a condition of their continued employment subject to such agreement, become members of one of the Organizations party to this agreement representing their crafts or classes within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of the agreement, and thereafter shall maintain membership in good standing in such Organization; except that such membership shall not be required of any individual until he has performed thirty (30) days of such compensated service within a period of twelve (12) consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreement.
2. (a) Employees who have secured seniority under the rules and working conditions agreement and who are subsequently regularly assigned or transferred to full-time employment not covered by such agreement or are furloughed on account of force reduction will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment or furloughed as herein provided, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreement they shall, as a condition of their continued employment subject to such agreement, be required to become and remain members in good standing in the Organization within thirty (30) days from date of their return to such service.  
  
(b) The seniority status and rights of employees granted leave of absence to serve in the Armed Forces shall not be terminated by reason of any of the provision of this agreement but such employees shall, upon resumption of employment, be governed by Section 1 of this agreement.
3. Nothing in this agreement shall require an employee to become or to remain a member of an Organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other members, or if the membership of such employee is denied or terminated for any reason other than failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Section, dues, fees, and assessments shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

- 4 (a) The Company will furnish to the Organization information with respect to the employment status of employees represented by it, and which information is pertinent to the administration of this agreement. The Organization will notify the Company in writing of any employee who by reason of failure to comply with the terms of this agreement is not entitled to continue in employment. Upon receipt of such notice, the Company will, as promptly as possible but within ten (10) calendar days of such receipt, so notify the employee concerned in writing by certified mail, return receipt requested, or by personal delivery evidenced by receipt. Copy of such notice shall be given the Organization. Any employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall, within a period of ten (10) calendar days from the date of such notice, request the Company in writing to accord him a hearing which shall be held as soon as possible and within ten (10) calendar days of receipt of request therefore. Notice of the date set for hearing shall be promptly given the employee in writing by certified mail, return receipt requested, or by personal delivery evidenced by receipt. Copy of notice of such hearing shall be given to the Organization and the Organization shall attend and participate in the hearing. The receipt by the Company of a request for hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Company is rendered. In the event the employee concerned fails to request a hearing as provided herein, the Company shall proceed to terminate his employment and seniority not later than thirty (30) calendar days from receipt of the above described notice from the Organization, unless the Company and the Organization agree otherwise in writing.
- (b) The Company shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement, and shall render a decision accordingly. Such decision shall be rendered within ten (10) calendar days of the hearing date and the employee and the Organization shall be promptly advised thereof. If the decision is that the employee has not complied with the terms of this agreement, his employment and seniority shall be terminated within ten (10) calendar days of the date of said decision, unless the Company and the Organization agree otherwise in writing. If the decision of the Company is not satisfactory to the employee or to the Organization, it may be appealed directly to the highest officer of the Company designated to handle such appeals. Such appeals shall be taken within ten (10) calendar days of the date of the decision appealed from, and if taken, shall operate to stay action on the termination of employment, until the decision on appeal is rendered. The Company shall promptly notify the other party in writing of any such appeal. The decision on such appeal shall be rendered within ten (10) calendar days of the date the appeal is taken, and the employee and the Organization shall be promptly advised thereof. If the decision on such appeal is that the employee has not complied with the terms of this agreement, his employment and seniority shall be terminated within ten (10) calendar days of the date of said decision, unless the Company and the Organization agree otherwise in writing. Such decision on appeal shall be final and binding unless within ten (10) calendar days thereof the Organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 4(c) below. Any request for selection of a neutral person as provided in Section 4 (c) below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

- (c) If within ten (10) calendar days after the date of a decision on appeal by the highest officer of the Company designated to handle appeals under this agreement the Organization or the employee involved requests such highest officer in writing that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Company designated to handle appeals under this agreement or his designated representative, the Chief Executive of the Organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection a neutral person, any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Company, the Organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall, be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Company, the employee and the Organization shall be promptly advised thereof in writing. If the position of the employee is sustained, such fees, salary and expenses shall be borne in equal shares by the Company, the Organization, and the employee.
  - (d) Time limits specified in this Section may be extended in individual cases by written agreement of the Company and the Organization.
  - (e) The Organizations shall notify the Company in writing of the titles(s) and address(es) of their officers or representatives who are authorized to serve and receive notices described in this Section. The Company shall notify the Organizations of the title(s) and address(es) of its officers or representatives who are authorized to receive the notices described in this Section.
5. The Company shall not be required to terminate the employment of any employee until such time as the services of a qualified replacement are available. The determination of whether a qualified replacement is available shall be made jointly by the designated representative of the Company and the designated representative of the Organization. The Company may not, however, retain any employee in service under the provisions of this paragraph for a period in excess of ninety (90) calendar days from the date of the organization's original notice or sixty (60) calendar days from the date of the last decision rendered in accordance with Section 4 above. Employees whose service is extended under the provisions of this Section shall not, during such extension, retain or acquire any seniority rights.
  6. An employee whose employment and seniority is terminated pursuant to the provisions of this Agreement shall have no time or money claim by reason thereof.
  7. In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the Company under the provisions of this Agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Company against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this sentence shall not apply to any case in which the Company is the plaintiff or the moving party in the action which the aforesaid determination is made or in which case the Company acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense

to the Company in defending suits by employees whose seniority and employment are terminated by the Company under the provisions this Agreement.

**PAYROLL DEDUCTION**

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

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

- 9 (a) Individual authorizations to be effective for a particular month must be in the possession of the Company not later than the twentieth (20th) day of the month preceding the month in which such deductions are to be made.
- (b) The designated representative of the Organization shall furnish to the Company an initial statement, in alphabetical order showing deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, not later than the fifth (5th) day of the month in which the deductions become effective. Subsequent monthly deductions will be based on the initial statement, plus a monthly statement showing additions or deletions, furnished in the same manner as the initial statement required hereby.
10. Said deductions will be made only from wages earned in the first pay period of each month and shall be remitted by check to the officer designated by the Organization not later than the end of the month in which deductions are made, accompanied by a list in alphabetical order showing the names of the employees for whom deductions were made, the amount of the deductions and the total amount of money deducted. If the earnings of the employees are insufficient in the first pay period of the month to permit the full amount of the deduction, no deduction will be made for that month. In the event of any excess or shortage in said deductions for an individual employee, said excess or shortage will be subject to adjustment by the Organization and the individual employee.
11. The following payroll deductions will have priority over the deductions covered by this Agreement:
- Federal, state and local taxes
  - Other deductions required by law and court orders
  - Amounts due Company
12. The deductions provided for herein shall not be effective with respect to any individual employee until the Company has been furnished with written authorization of assignment of wages of such monthly membership dues, initiation fees, reinstatement fees, and assessments.

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

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

Effective this 1st day of October, 1977.

FOR THE SHEET METAL WORKERS  
INTERNATIONAL ASSOCIATION

/s/  
Richard E. Martin, VP

/s/

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION:

/s/  
G. F. Daniels, VP-LR

A. R. Lowry, Asst. VP & Dir – LR

/s/  
J. R. Johnson, Senior LRO



APPENDIX B-2

ADDENDUM TO DUES DEDUCTION AGREEMENT  
between the  
NATIONAL RAILROAD PASSENGER CORPORATION  
and the  
SHEET METAL WORKERS INTERNATIONAL ASSOCIATION

The parties hereby amend the Dues Deduction Agreement of October 1, 1977, to the extent necessary to provide for the deduction of employes' voluntary political contributions on the following terms and bases:

1(a) Subject to the terms and conditions hereinafter set forth, the Carrier will deduct from the wages of employes voluntary political contributions upon their written authorization in the form (individual authorization form) agreed upon by the parties hereto, copy of which is attached, designated Attachment "A" and made a part hereof.

(b) Voluntary political contributions will be made monthly from the compensation of employes who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such authorization will remain in effect for a minimum of twelve (12) months and thereafter until cancelled by thirty (30) days' advance written notice from the employe to the SMWIA and the Carrier by Registered Mail. Changes in the amount to be deducted will be limited

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to one change in each 12-month period and any change will coincide with a date on which dues deduction amounts may be changed under the Dues Deduction Agreement.

2. The Vice President or his designated representative shall furnish the Carrier, with copy to appropriate units of the SMWIA, an initial statement by lodges, in alphabetical order and certified by him, showing the amounts of deductions to be made from each employe, such statement to be furnished together with individual authorization forms to cover, and payroll deductions of such amounts will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statement plus a monthly statement showing additions and/or deletions furnished in the same manner as the initial statement required hereinabove.

3. Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are deducted from the employe's paycheck.

4. Concurrent with making remittance to the Organization of monthly membership dues, the Carrier will make separate remittance of voluntary political contributions to the officer of the Organization's Political League designated to receive same, together with a list prepared in accordance with the requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the Vice President.

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5. Section 11 of the Dues Deduction Agreement of October 1, 1977, is hereby amended to provide that deductions of employes' voluntary political contribution will immediately follow the priority position of union dues deductions.

6. The requirements of this Agreement shall not be effective with respect to any individual employe until the employer has been furnished with a written authorization of assignment of wages of such monthly voluntary political contribution.

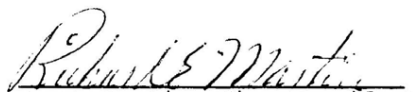
Signed at Washington, D.C. this 20<sup>th</sup> day of May 1980

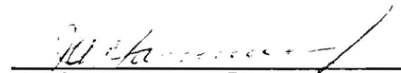
FOR THE:

FOR THE:

SHEET METAL WORKERS  
INTERNATIONAL ASSOCIATION:

NATIONAL RAILROAD PASSENGER  
CORPORATION:

  
R. E. Martin, Vice President

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

ATTACHMENT "A"

INDIVIDUAL AUTHORIZATION FORM

Voluntary Payroll Deductions -  
SMWIA Political League

To: \_\_\_\_\_  
\_\_\_\_\_

Space for label showing name, address,  
System Board and local lodge number.

\_\_\_\_\_ Department                      \_\_\_\_\_ Work Location

I hereby authorize and direct my employer

to deduct from my pay the sum of \$ \_\_\_\_\_ for each month in  
which compensation is due me, and to forward that amount to  
the SMWIA Political League. This authorization is  
voluntarily made on the specific understanding that the  
signing of this authorization and the making of payments to  
the Organization's Political League are not conditions of  
membership in the Union or of employment with the Carrier;  
that the Organization's Political League will use the money  
it receives to make political contributions and  
expenditures in connection with Federal, State and Local  
elections.

It is understood that this authorization will remain  
in effect for a minimum of 12 months; and, thereafter, I  
may revoke this authorization at any time by giving the  
Carrier and the Organization 30 days' advance written  
notice of my desire to do so.

Signed at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
(personal signature)

\_\_\_\_\_  
Social Security Number

APPENDIX C

NATIONAL VACATION AGREEMENT

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

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

1. (a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.
- (b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.
- (c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.  
(Revised May 27, 1982)
- (d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive. (Revised May 27, 1982)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Except as otherwise provided herein this agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full

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

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

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

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof. (From Article I - Vacations - Section 6 of 8-21-54 Agreement)

**APPENDIX D-1**

BULLETIN

Place \_\_\_\_\_  
Date \_\_\_\_\_  
Bulletin No. \_\_\_\_\_

To Employees Concerned:

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

Location: \_\_\_\_\_

Title of Position: \_\_\_\_\_ Section: \_\_\_\_\_

Rate of Pay: \_\_\_\_\_ Hours of Assignment \_\_\_\_\_

Days of Assignment: \_\_\_\_\_ Days of Rest: \_\_\_\_\_

Meal Period: \_\_\_\_\_ New Position or Vacancy: \_\_\_\_\_

Permanent or Temporary: \_\_\_\_\_

Temporary-Probable Duration: \_\_\_\_\_

Description of Duties: \_\_\_\_\_

Minimum Qualifications: \_\_\_\_\_

Prepared by \_\_\_\_\_  
Signature Title

cc: Local Chairman

**APPENDIX D-2**

JOB BID

I hereby apply for the position of \_\_\_\_\_

covered by Bulletin No. \_\_\_\_\_.

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 or the Committeeman. A separate bid form must be submitted for each Bulletin referred, to if a Bulletin covers more than one position, one bid form is acceptable, but be sure to indicate exactly the numbered position or positions you desire.

**APPENDIX E**  
**RATES OF PAY**

Note: Current rate of pay available from Payroll Department.

**APPENDIX F**

**Transfer Form**

Name: \_\_\_\_\_

Seniority District: \_\_\_\_\_

Furloughed Date: \_\_\_\_\_

Seniority Date: \_\_\_\_\_

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

First Choice: \_\_\_\_\_

Second Choice: \_\_\_\_\_

Third Choice: \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date

Duly Authorized Representative \_\_\_\_\_ Date

**APPENDIX G-1**

**TOOLS AGREEMENT**

IT IS AGREED:

A.<sup>61</sup> Amtrak will provide upon request, without cost to the employee, hand tools Amtrak deems required for the employee to properly perform his duties. Except for tools that are worn or broken, the employee will be held accountable for the tools given to him by the Corporation.

Tools provided under this Agreement will remain the property of Amtrak and Amtrak will control the administrative process for procuring the tools. The manner in which tools are distributed and utilized will be at the sole discretion of Amtrak.

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

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

B.<sup>62</sup> It is agreed and understood that tools which become worn or broken will be replaced by Amtrak without cost to the employees. However, if tools are lost or stolen, the employees must bear the expense of replacing the tools, except as described below.

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

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<sup>61</sup> Revised from Article V of Exhibit A to the October 1, 1982 Agreement.

<sup>62</sup> Adopted from Letter No. 4 to Exhibit A of the October 1, 1982 Agreement.

**APPENDIX G-2**

RECEIPT FOR TOOLS

This will acknowledge receipt that the following tools have been issued to 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)



**APPENDIX I**

December 9, 1997

Gentlemen:

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

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

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

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

Very truly yours,

/s/  
Joseph M. Bress

**APPENDIX J**  
**AGREEMENT**  
**BETWEEN**  
**NATIONAL RAILROAD PASSENGER CORPORATION**  
**(AMTRAK)**  
**AND**  
**ITS EMPLOYEES REPRESENTED BY**  
**SHEET METAL WORKERS INTERNATIONAL ASSOCIATION**

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

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

Signed this 11<sup>th</sup> day of March, 1994.

For:  
Amtrak

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

For:  
Sheet  
Metal Workers International Association

/s/ \_\_\_\_\_  
A. M.  
Pirro  
General Chairman

**APPENDIX K-1**  
**AGREEMENT**  
**BETWEEN**  
**NATIONAL RAILROAD PASSENGER CORPORATION**  
**AND**  
**SHEETMETAL WORKERS' INTERNATIONAL ASSOCIATION**

**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 Sheetmetal Workers' International Association 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 employee(s) believes that another employee may be in an unsafe condition, such employee may immediately contact an Amtrak officer. If the Amtrak officer, upon investigation, determines there is an apparent violation of Rule G, the employee will be removed from service.

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

2. Once an employee has been relieved from service under paragraph (1), he or she must contact Amtrak's Employee Assistance Program (EAP) Counselor within five (5) working days of the removal from service. If the employee contacts the EAP Counselor and accepts counseling, he will be paid for the full tour of duty as a result of his or her removal from service.
3. If the employee does comply with the requirements set forth in paragraph (2), and the EAP Counselor determines that the employee is not in need of counseling, the employee will be returned to service not later than forty-eight (48) hours unless a physical examination is required. There will be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph (2) unless the forty-eight (48) hours for return to service is exceeded.
4. If the employee does comply with the requirements set forth in paragraph (2), and the EAP Counselor determines that the employee is in need of employee assistance, and the employee accepts counseling, then the employee will be returned to service upon a favorable recommendation from the EAP Counselor. Successful completion of a physical examination will be required if the employee has been off more than 30 days. In addition, the employee will be subject to such continuing review and testing as deemed appropriate by and only under the direction of the EAP Counselor for up to two years to ensure the effectiveness of treatment.

If a subsequent test conducted at the discretion of the EAP Counselor is positive, the employee will be removed from service and required to reenter treatment or counseling, and will again be subject to continuing review and testing for a two-year period commencing upon the completion of treatment. An employee will be permitted no more than two reenters after the initial enrollment in the EAP. There will be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph (2).

5. If the employee does not comply with the requirements set forth in paragraph (2) or does not accept counseling as provided in paragraph (4), he must lay off and, if he so desires, may request a formal investigation. Such request must be made within five (5) working days of the day removed from service. If the employee does not request an investigation and is off, he must request a leave of absence prior to the expiration of fifteen (15) calendar days. One 45-day leave of absence will be granted. If at the end of the period, the employee still has not contacted an EAP Counselor or does not accept counseling, if required, all regular rules of the agreements will apply.
6. The employee(s) who originated the action as provided in paragraph (1) will not be called as a witness(s) if a formal investigation is held.
7. This Agreement will apply one time within ten (10) years to each employee covered by this Agreement. Thereafter, all regular rules of the Agreements will apply.
8. The rules of the Agreements between the National Railroad Passenger Corporation and the Sheetmetal Workers' International Association 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 General Chairman of the Sheetmetal Workers' International Association 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 22<sup>nd</sup> day of February 1993.

**FOR:**

**INTERNATIONAL ASSOCIATION**

/s/ \_\_\_\_\_

D.C. Buchanan,

**THE SHEETMETAL  
WORKERS' FOR: THE  
NATIONAL RAILROAD  
PASSENGER  
CORPORATION**

/s/

Thomas, Sr. Dir

C. B.

Director of Railroads

Relations

Labor

**APPENDIX K-2**

January 22, 1993

Mr. D. C. Buchanan  
Director Railroads  
Sheetmetal Workers' International Association  
1750 New York Avenue, NW  
Washington, DC 20006

Dear Mr. Buchanan:

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. Employees who attend this training on their day off will be paid eight hours at the straight time rate. Union and local management will cooperate in scheduling assignments to allow members of the Prevention Teams to attend training sessions.

Very truly yours,

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

**APPENDIX K-3**

January 22, 1993

Mr. D. C. Buchanan  
Director of Railroads  
Sheetmetal Workers' International Association  
1750 New York Avenue, NW  
Washington, DC 20006

Dear Mr. Buchanan:

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  
Senior Director  
Labor Relations

**I AGREE:**

/s/ \_\_\_\_\_  
D. C. Buchanan  
Director of Railroads

**APPENDIX K-4**

January 22, 1993

Mr. D. C. Buchanan  
Director of Railroads  
Sheetmetal Workers' International Association  
1750 New York Avenue, NW  
Washington, DC 20006

Dear Mr. Buchanan

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  
Senior Director  
Labor Relations

**I AGREE:**

/s/  
D. C. Buchanan  
Director of Railroads

**APPENDIX K-5**

**AGREEMENT  
BETWEEN  
NATIONAL RAILROAD PASSENGER CORPORATION  
AND  
SHEETMETAL WORKERS' INTERNATIONAL ASSOCIATION**

**PREVENTION PROGRAM COMPANION AGREEMENT**

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

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

6. If, at any time during the 24-month probationary period, the employee fails to follow the course of treatment established by the EAP Counselor or fails a periodic alcohol and/or drug test required by the Counselor, Amtrak will remove the employee from the EAP. If the employee has been returned to service, Amtrak will, remove the employee from service and the employee will be subject to an investigation in accordance with Rule 23 and subject to dismissal.
7. An employee may withdraw from the EAP at any time by notifying, in writing, the EAP Counselor and the Amtrak Officer who signed the Rule G charge. If the employee has been returned to service, Amtrak will remove the employee from service and the employee will be subject to an investigation in accordance with Rule 23 and subject to dismissal.
8. If the employee successfully completes the EAP Program, a notation to that effect will be placed on the employee's personal record and the employee's probationary status will terminate.
9. No claims will be progressed by or on behalf of the employee on time lost as a result of the incident leading to the employee's participating in the Rule G Employee Assistance Program.
10. This Agreement is effective February 22, 1993 and may be terminated by either party upon service of five day's written notice upon the other party.

Signed this 22nd day of February 1993.

**FOR THE SHEETMETAL WORKERS'  
INTERNATIONAL ASSOCIATION**

/s/  
\_\_\_\_\_  
D. C. Buchanan  
Director of Railroads

**FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION**

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

**APPENDIX L**

**Agreement**

**Between The**

**National Railroad Passenger Corporation (Amtrak)**

**and the**

**Sheetmetal Workers International Association**

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

1) The Work Team Process:

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

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

2) Selection Process:

These positions will be advertised to all employees at the headquarters (individual facility) location for a period of seven (7) days. All interested parties may make application for the positions within their respected craft. Amtrak will promptly establish specific qualification standards and objective standards of measurement for each position. Such qualifications and measurement standards will be reviewed with the organization to afford them the opportunity to provide their input. Designated representatives of the Organizations will participate in the testing and examination program. All employees who pass the qualification test will be deemed equally qualified, placed on a selection list in seniority order, and selected for the positions accordingly. In the event insufficient employees apply in the headquarters district on the original posting, these positions will be made available to other craft employees on a nationwide basis who may then make application, and if accepted, transfer into the district under the existing transfer rules of the agreement.

3) Seniority:

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

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

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

4) Assignment:

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

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

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

5) Lock in:

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

6) Training:

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

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

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

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

Following the initial training of the selected employees, Amtrak will continue to offer identical training on an annual basis for 3 years to other interested employees who meet the basic qualifications and who desire to be trained in High Speed Rail. After this, the requirement for

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

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

7) Disqualification:

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

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

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

8) Positions:

**A. High Speed Trainset Electrical Technician**

The High Speed 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 High Speed 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 High Speed Trainset Electrical Technician must also be capable of training others in attaining higher levels of skill in the inspection and repair of the High Speed Trainsets. They are expected to work in a team environment performing other work as required regardless of classification to the level of their ability.

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

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

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

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

9) Other Rules:

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

It is understood that during the initial establishment of High Speed Rail and while the new trainsets 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 SMWIA 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 of this 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 of 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 SHEET METAL WORKERS  
INTERNATIONAL ASSOCIATION

/s/  
D. Garland  
International Representative

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

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

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

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

**APPENDIX M**

**IMPLEMENTING AGREEMENT BY AND BETWEEN EMPLOYEES REPRESENTED BY SHEET METAL WORKERS INTERNATIONAL ASSOCIATION AND THE CHICAGO UNION STATION COMPANY IN CONNECTION WITH THE ASSUMPTION BY AMTRAK OF PASSENGER FACILITIES AND FUNCTIONS AT THE CHICAGO UNION STATION LOCATED AT CHICAGO, ILLINOIS.**

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

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

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

**NOW, THEREFORE, IT IS AGREED:**

1. The Labor Protective Conditions as set forth in Appendix C-1 to the Operating Agreement between Amtrak and CUS which appendix, by reference hereto, is incorporated and made part hereof, shall be applicable to this transaction.
2. CUS employees will be considered adversely affected as a result of the implementation of the provisions of this Memorandum of Agreement and be entitled to the protective benefits and conditions as provided in Section 1 above.
3. All active employees, represented by the organization signatory hereto, have been notified of the offer of employment and have completed Amtrak employment application forms.
  - (a) An employee of CUS who is on vacation, suspension, temporary leave of absence or temporary disability at the time of assumption and who otherwise has entitlement to transfer to Amtrak, shall be subject to the provisions of this Agreement the same as if he had been in active service on the effective date of the transaction. In the event such employee returns to service on or after the date of the transaction, he shall have seven (7) days following his return to service to accept Amtrak's offer of employment and exercise seniority to an available position in the Amtrak Facility.
  - (b) Employees to whom the offer of employment is made will be considered as having accepted the offer unless, prior to the assumption, they specifically declined the offer in writing to the General Manager of CUS.

4. Employees who accepted employment with Amtrak were assigned to a position on the date of assumption comparable to those held prior to the date of assumption except as provided in paragraph (a) of this Section 4.
  - (a) An employee who accepts employment and who has a displacement right at the time of takeover may exercise that right under applicable seniority rules in effect at that time.
5. An employee who accepts employment with Amtrak will be granted leave of absence by CUS for the length of his protection period, under Appendix C-1. During said protected period, such employees shall be entitled to the benefits and subject to the obligation of Appendix C-1.
6. An employee who accepts employment with Amtrak under the provisions of this Agreement will retain and continue to accumulate seniority on CUS, and will retain all of the rights and benefits to which he may be entitled under Appendix C-1.
7. Employees accepting employment with Amtrak under the terms of this Agreement who are entitled to certain monetary guarantees under Appendix C-1 shall have guarantees paid as follows:
  - (a) As promptly as possible following the effective date of the transaction, CUS shall furnish Amtrak a list showing the applicable guarantee for each employee accepting employment with Amtrak pursuant to the provisions to this Agreement. A copy of such list shall be furnished to the General Chairman. Amtrak shall supply each employee their respective test period average and guarantee (TPA-MDA).
  - (b) Amtrak shall prepare and distribute appropriate forms to permit affected employees to file claims for dismissal, displacement, moving, separation allowances as provided for in Appendix C-1.

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

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

Signed at Washington, D. C., this 24th day of April, 1987.

For the SHEET METAL WORKERS  
INTERNATIONAL ASSOCIATION

/s/ \_\_\_\_\_  
Carlton J. Welch  
Acting General Chairman

FOR CHICAGO UNION STATION

/s/ \_\_\_\_\_  
C. W. Autro  
General Manager  
Chicago Union Station

For the NATIONAL RAILROAD  
PASSENGER CORPORATION

/s/ \_\_\_\_\_  
L. C. Hriczak, Director  
Labor Relations

**APPENDIX N-1**

MEMORANDUM OF AGREEMENT

BETWEEN

THE SHEET METAL WORKERS

INTERNATIONAL ASSOCIATION

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 employees; 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 employees; 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, employees covered by this Agreement will be compensated at a monthly rate of \$1,023.12. This rate includes the current cost-of-living allowance and is based on 87 hours' work per month. Employees who are required to work more than 87 hours in a given month and employees who do not work all the hours of their assignment will be compensated \$11.76 for each hour worked.
2. It is understood that Rule 11 (Workday and Workweek) would not be applicable to employees covered by this Agreement. All other rules of the October 1, 1977 Schedule Agreement, as amended, will be applicable unless superseded by this Agreement.<sup>63</sup>

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<sup>63</sup> Adopted from Letter Agreement dated August 26, 1987.

The Auto Train Agreement is modified to pay overtime in accordance with Rule 13 of the Schedule Agreement.<sup>64</sup>

3. Employees' 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 employee; available Sheet Metal Workers shall be considered for Sheet Metal Worker vacancies before other employees.
4. Employees 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 employees affected in reduction of forces or in abolishing positions. A copy of such notice shall be posted on bulletin boards, with a copy to the Local Chairman. Employees whose positions are abolished may, within two calendar days of date of abolishment, exercise their seniority rights to displace junior employees. Employees displaced may, within two calendar days from date displaced, exercise their seniority rights in the same manner. Employees who do not possess sufficient seniority to displace junior employees 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 consecutive calendar days, rather than five consecutive working days. Likewise, the subsequent references to 10, 15, 20 and 25 consecutive workdays 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, employees shall be entitled to pro rata rate for the actual hours worked matched with the same number of hours pro rata for the holiday (i.e. 4 hours worked equals 8 hours straight time 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 employees will not be eligible for the protective provisions of Appendix C-2 until the two-year limitation has been satisfied.

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<sup>64</sup> Adopted from Letter dated December 23, 1992 as an amendment to paragraph H, Article VI of the March 24, 1992 Agreement.

9. Employees 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 employee is temporarily assigned, his or her position will not be backfilled.

Signed at Washington, D.C., this 19th day of August 1983.

FOR THE SHEET METAL WORKERS  
INTERNATIONAL ASSOCIATION  
WORKERS:

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION:

/s/  
R. L. King  
Directing Representative

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

/s/  
E. J. Fusco  
General Chairman

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

APPENDIX N-2

August 19, 1983

Mr. R. L. King  
Directing Representative  
Sheet Metal Workers' International Association  
5111 South 8<sup>th</sup> Road  
Building 1, Apartment 208  
Arlington, VA 22204

Mr. E. J. Fusco  
General Chairman  
Sheet Metal Workers' International Association  
250 Sargent Drive  
New Haven, CT 06511

Gentlemen:

This letter of understanding refers to negotiation of the August 19, 1983 Amtrak Auto-Train Agreement.

During our negotiations it was agreed that if the four items specified in the Auto-Train Corporation Pipe-fitter's Scope Rule are not performed by positions of Machinist established by agreement with IAM, such items of work will be performed by positions of the Sheet Metal Workers' craft.

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

Very truly yours,

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

/s/ \_\_\_\_\_  
J. R. Johnson  
Director Labor Relations

AGREED:

/s/ \_\_\_\_\_  
R. L. King, Directing  
Representative

/s/ \_\_\_\_\_  
E. J. Fusco, General  
Chairman

**APPENDIX O-1**

August 19, 1987

Mr. B. T. Proffitt  
International Representative  
Sheet Metal Workers International Association  
524 Parkdale Drive  
Salem, Virginia 24153

Dear Sir:

This refers to various discussions concerning the parties' agreement to establish a classification of "SMW Waste Water Plant Operator" at Boston, Massachusetts, and New Haven, Connecticut.

The classification of "SMW Waste Water Plant Operator" will include the following requirements:

Must be knowledgeable of the plant's air flotation system and have the know-how and ability to operate and maintain the Waste Water Treatment Plant on a day-to-day basis. Duties will also include, but are not limited to, monitoring the water-flow, pH, and adjusting the treatments accordingly. Periodic inspection of various areas of the facility used for storing industrial hazardous waste to insure compliance with OSHA and EPA standards.

Positions in this classification may be established as required. The positions will be filled by selection by Management from employees with not less than 60 days' service on positions covered by the Schedule Agreement. Employees assigned to these positions will be subject to the provisions of the Union Shop Agreement.

Employees filling these positions will be permitted to perform the work of the craft at the maintenance facilities at which they hold seniority.

The rate of compensation for these positions will be \$.50 per hour over the Journeyman's rate of pay. It is understood that employees will normally work and be compensated for 40 straight time hours per week. These hours need not be consecutive or on the same shift each day, except when the employees are used to perform Sheet Metal work as a Journeyman in the facility. Overtime commences after 40 hours per week.

In addition to the foregoing, Sheet Metal Workers employed in the capacity described above will be subject to the following provisions of the Rules Agreement:

- Rule 38 - Vacations
- Rule 37 - Holidays
- Rule 33 - Health and Welfare
- Rule 18 - Sickness Insurance
- Rule 17 - Jury Duty
- Rule 34 - Off-Track Vehicle Insurance
- Rule 19 - Compassionate Leave
- Rule 26 - Military Training

In the event that employees holding positions covered by this letter vacate the positions and exercise seniority as a Journeyman Sheetmetal Worker, they will then be covered by all the applicable provisions of agreements then in force between Amtrak and the Sheet Metal Workers International Association.

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

In the event of a reduction in force, SMW Waste Water Plant Operators will be furloughed in accordance with their Journeyman seniority.

If this meets with your concurrence, please sign in the space provided below.

Very truly yours,

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

AGREED:

/s/ \_\_\_\_\_  
B. T. Proffitt  
International Representative

\_\_\_\_\_ Date

**APPENDIX O-2**

January 19, 2000

Mr. Dewey Garland  
International Representative  
Sheet Metal Workers' International Association  
P. O. Box 176  
Thompson Station, TN 37179

Dear Mr. Garland:

This refers to our discussions concerning the parties agreement dated August 19, 1987, establishing the classification of "SMW Waste Water Plant Operator" at Boston, Massachusetts, and New Haven, Connecticut.

We agree to add New York, New York, and Washington, DC to the locations where these positions may be established. The provisions of the August 19, 1987, agreement will govern these new positions. This will not put the Organization in a worse position than it was before the agreement. It is also understood the employee must have and maintain local jurisdiction certification requirements.

If this meets with your concurrence, please sign in the space provided below.

Very truly yours,

/s/ \_\_\_\_\_  
Charles B. Thomas  
Senior Director  
Labor Relations

AGREED:

/s/ \_\_\_\_\_  
Dewey Garland

**APPENDIX O-3**

July 28, 2004

Mr. Dewey Garland  
International Representative  
Sheet Metal Workers' International Association  
P. O. Box 176  
Thompson Station, TN 37179

Dear Mr. Garland:

This refers to our discussions concerning the Waste Water Plant Operator position in High Speed Rail at Washington, DC.

In view of the range of responsibilities for this particular position only, the parties agreed to classify this position with an hourly rate of pay of \$20.85 which includes the current \$.87/hr. COLA. It is understood this position will operate under Side Letter dated August 19, 1987 (Appendix 0-1) and will be responsible for all agreement covered work of the High Speed Rail Facility or work as otherwise assigned.

This agreement is without precedent setting value and will not be cited by the parties in any future discussions. If the foregoing incorrectly reflects our understanding, please so indicate in the space provided below.

Sincerely,

Charles E. Woodcock, III  
Director, Labor Relations

I conquer:

/s/  
Dewey Garland

APPENDIX O-4

NATIONAL RAILROAD PASSENGER CORPORATION  
60 Massachusetts Avenue, N.E., Washington, DC 20002



January 28, 2011

Mr. Richard W. Zeigler  
7958 N. 700 West  
Fairland, IN 46126

Dear Mr. Zeigler:

This refers to the parties' discussions regarding establishment of the classification of "SMW Waste Water Plant Operator" at Seattle, Washington, and the understanding that establishment of such position does not grant the SMWIA exclusive right to the work outlined here to the extent that such work is currently being performed by other crafts at Seattle.

The classification of "SMW Waste Water Plant Operator" at Seattle, Washington, will include the following:

- Must be knowledgeable of the plant's air flotation system and have the know-how and ability to operate and maintain the Waste Water Treatment Plant on a day-to-day basis. Duties will also include, but are not limited to, monitoring the water-flow, pH and adjusting the treatments accordingly.
- Period inspection of various areas of the facility used for storing industrial hazardous waste to insure compliance with OSHA and EPA standards.
- Must have current applicable licenses. Performance of other facility maintenance, coordination of facility contractors, and the performance of other duties as directed and necessary.

This position will be selected by management and will be subject to the Union Shop Agreement. The rate of compensation will be \$.50 per hour over the hourly Journeyman's rate of pay. Employees will be compensated 48 straight time hours per week, on an all services rendered basis, even if they perform less or more than 48 hours work in the work week. A general work week of 5 days will be observed. However, rest days and hours may vary depending on needs of service. The "SMW Waste Water Plant Operator" in Seattle, Washington, will be subject to the following provisions of the labor agreement, and is exempt from all other rules of the parties' existing labor agreements:

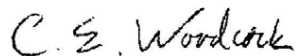
- Rule 17 - Jury Duty
- Rule 18 - Sickness Insurance
- Rule 19 - Compassionate Leave

Richard W. Zeigler  
1/28/2011  
Page 2

Rule 26 - Military Training  
Rule 33 - Health and Welfare  
Rule 34 - Off-track Vehicle Insurance  
Rule 37 - Holidays  
Rule 38 - Vacations  
Rule 44 - Union Shop  
Rule 50 - Personal Leave

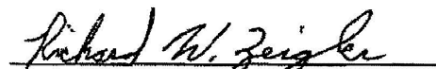
The parties agree the establishment of the this position is without precedential value.

Very truly yours,



C. E. Woodcock, III  
*Chief Labor Relations Officer and  
Assistant Vice President*

I Concur:

  
Richard W. Zeigler, *General Chairman*

1-31-2011  
Date

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



January 28, 2011

Mr. Richard W. Zeigler  
7958 N. 700 West  
Fairland, IN 46126

Dear Mr. Zeigler:

This refers to the parties' discussions regarding establishment of the classification of "SMW Waste Water Plant Operator" at Seattle, Washington, in the agreement dated January 24, 2011.

This confirms the parties' understanding that Appendix I, dated December 9, 1997, of the Amtrak-SMWIA master agreement, involving Amtrak's right to contract out work, will continue to apply to this work and at Seattle, Washington.

Very truly yours,

A handwritten signature in cursive script that reads "C. E. Woodcock".

C. E. Woodcock, III  
Chief Labor Relations Officer and  
Assistant Vice President

I Concur:

A handwritten signature in cursive script that reads "Richard W. Zeigler".  
Richard Zeigler, General Chairman

1-31-2011  
Date

**APPENDIX P-1**

**IMPLEMENTING AGREEMENT BY AND BETWEEN EMPLOYEES REPRESENTED BY THE SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, 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 employees 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 employees involved, and to insure the preservation of their rights and privileges under Appendix C-1 of the National Railroad Passenger Corporation Agreement;

**NOW, THEREFORE, IT IS AGREED:**

1. The Labor Protective Conditions as set forth in Appendix C-1 to the Operating Agreement between Amtrak and the WTCO which Appendix, by reference hereto, is incorporated herein and made part hereof, shall be applicable to this transaction.
2. WTCO employees 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 employees holding an employment status with WTCO shall be notified of the offer of employment by notice posted on the appropriate employee bulletin boards not less than seven (7) days prior to the date Amtrak will formally assume responsibility for such service. Such notice will contain dates, times and locations for employees to complete Amtrak employment application forms.  
  
(b) An employee 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 employee returns to service on or after the date of the transaction, he shall have seven (7) days following his

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

- (c) Employees to whom the offer of employment is made will be considered as having accepted the offer unless they specifically decline by written notice to the designated officer of WTCO within 7 days from the date Amtrak formally makes the offer of employment.
5. (a) Employees who accept employment with Amtrak shall be assigned to the same position on the date of takeover that they held prior to takeover except as provided in paragraph (b) of this Section 5.
    - (b) An employee who accepts employment and who has a displacement right at the time of takeover may exercise that right under applicable seniority rules in effect at that time.
  6. A separate seniority district is hereby established for employees 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 employee 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 employees shall be entitled to the benefits, and subject to the obligation, of Appendix C-1.
  8. An employee 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 employee 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 employee 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. Employees 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 employee their respective test period average and guarantee (TPA - MDA).
- (b) Amtrak shall prepare and distribute appropriate forms to permit affected employees to file claims for dismissal, displacement, moving, separation allowances as provided for in Appendix C-1.

Claims of employees must be made within 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 employee 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 employees protected under Appendix C-1 who accept Amtrak employment.
  - 13. Work being performed by a Craft and Class of employee of WTCO shall continue to be recognized and performed at the new Amtrak's Washington Seniority District by the respective Craft and Class of employee without change.
  - 14. WTCO shall furnish to each employee 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 employees accepting employment with Amtrak.
  - 16. Employees receiving any of the benefits and/or protection provided in Appendix C-1 shall be required to maintain membership under the respective Union Shop Agreements in effect in the same manner as any other employee regularly assigned in Amtrak's service.

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, D.C. this 13th day of July, 1984.

For The Sheet Metal Workers  
International Association

/s/  
R. L. King, International  
Representative

For the Washington Terminal  
Company

/s/  
E. S. Bagley, General  
Superintendent

For the National Railroad  
Passenger Corporation

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

**APPENDIX P-2**

Letter No. 1  
July 13, 1984

Mr. R. L. King, International Rep  
SMWIA  
5111 South 8th Road, Apt. 208  
Arlington, VA. 22204

Mr. A. R. Hicks, General Chairman  
SMWIA  
2312 Miller Road  
Huntington, W.VA. 25701

Gentlemen:

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

It is understood that regarding the subcontracting of work, Amtrak-will continue to apply the terms and conditions of the following Letter Agreements presently in existence between the Washington Terminal Company and the Organization until completion of the projects:

Project RYGCR7F/A - Washington Service Facility dated May 7, 1982.

Construction of "H" Street Mail Facility dated November 30, 1983.

Parking Garage Construction dated March 18, 1983.

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

This understanding does not establish a precedent and is without prejudice to the right or positions of either party with respect to subcontracting work at any other location.

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

Very truly. yours,

/s/  
C. B. Thomas, Corp Director - LR

I CONCUR:

/s/  
R. L. King, International Rep.

/s/  
R. A. Hicks, General Chairman

**APPENDIX P-3**

Letter No. 2  
July 13, 1984

Mr. R. L. King  
International Representative  
Sheet Metal Workers  
International Association  
5111 South 8th Road, Apt. 208  
Arlington, VA. 22204

Mr. A. R. Hicks  
General Chairman  
Sheet Metal Workers  
International Association  
2312 Miller Road  
Huntington, W.VA. 25701

Gentlemen:

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

In the application of ARTICLE I of the October 1, 1982 Memorandum of Agreement between Amtrak and the Organization, Section B Program Work will apply to the new Amtrak Car Shop facility at Washington, D.C.

Further, in the application of ARTICLE VII of the October 1, 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  
Corporate Director  
Labor Relations

I CONCUR:

/s/ \_\_\_\_\_  
R. L. King, International Rep.

/s/ \_\_\_\_\_  
R. A. Hicks, General Chairman

**APPENDIX P-4**

Letter No. 3  
July 13, 1984

Mr. R. L. King  
International Representative  
Sheet Metal Workers  
International Association  
5111 South 8th Road Apt, 208  
Arlington, VA. 22264

Mr. A. R. Hicks  
General Chairman  
Sheet Metal Workers  
International Association  
2312 Miller Road  
Huntington, W.VA. 25701

Gentlemen:

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

Washington Terminal Company employees 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  
Corporate Director  
Labor Relations

I CONCUR:

/s/ \_\_\_\_\_  
R. L. King, International  
Representative

/s/ \_\_\_\_\_  
R. A. Hicks, General  
Chairman

**APPENDIX P-5**

Letter No. 4  
July 13, 1984

Mr. R. L. King  
International Representative  
Sheet Metal Workers  
International Association  
5111 South 8th Road Apt, 208  
Arlington, VA. 22264 Huntington, W.VA. 25701

Mr. A. R. Hicks  
General Chairman  
Sheet Metal Workers  
International Association  
2312 Miller Road

Gentlemen:

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

In the event the Washington Terminal Company rate of pay in a position held by a Washington Terminal Company employee exceeds the rate of pay provided under the Amtrak Schedule Agreement for the position to which the employee is transferred, the employee 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  
Corporate Director  
Labor Relations

I CONCUR:

/s/  
R. L. King, International  
Representative

/s/  
R. A. Hicks, General  
Chairman

**APPENDIX P-6**

Letter No. 5  
July 13, 1984

Mr. R. L. King  
International Representative  
Sheet Metal Workers  
International Association  
5111 South 8th Road Apt, 208  
Arlington, VA. 22264

Mr. A. R. Hicks  
General Chairman  
Sheet Metal Workers  
International Association  
2312 Miller Road  
Huntington, W.VA. 25701

Gentlemen:

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

A Washington Terminal Company employee who is dismissed at the time of assumption and who is subsequently reinstated, will be accorded the same rights as an-employee covered under Article 4(b) of the June 13, 1984 Implementing Agreement. .

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

Very truly yours,

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

I CONCUR:

/s/  
R. L. King, International  
Representative

/s/  
R. A. Hicks, General  
Chairman

**APPENDIX P-7**

Letter No. 6  
July 13, 1984

Mr. R. L. King  
International Representative  
Sheet Metal Workers  
International Association  
5111 South 8th Road Apt, 208  
Arlington, VA. 22264

Mr. A. R. Hicks  
General Chairman  
Sheet Metal Workers  
International Association  
2312 Miller Road  
Huntington, W.VA. 25701

Gentlemen:

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

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

Very truly yours,

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

**APPENDIX Q**

AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION

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

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

I. ADMINISTRATION

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

II. TYPES AND TERMS OF APPRENTICESHIP

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

III. QUALIFICATIONS AND SELECTION FOR APPRENTICES

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

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

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

#### IV. TRAINING FOR APPRENTICES

- A. The Apprentice Training Program will consist of varying combinations of academic instruction, laboratory training, and on-the-job training. At each point where apprentices are employed, the local chairman of each craft and the designated management representatives shall cooperate to establish a schedule of mechanic's work in order that, upon completion of the program, the apprentice will be able to perform satisfactorily all of the work that is required at that point. It is also understood that the amount of work available and its complexity will require variation in the work schedules from point to point.
- B. Each Regular Apprentice must complete a minimum of ten (10) eight-hour days of classroom instruction for each of the six (6) training periods, a Helper Apprentice must complete a minimum of ten (10) eight-hour days of classroom instruction for each of the four (4) training periods, such classroom instruction being conducted at a point designated by the Corporation. It is understood that the Corporation may arrange the classroom training in other concentrations than those described above, so long as the minimum amount described above is provided.
- C. If possible, when arranging to utilize the training facilities, classes will not be scheduled on agreed upon Holidays.
- D. During the time employees are temporarily away from their regularly assigned positions on authorized classroom training sessions, the classroom site will be their recognized headquarters and they shall be considered as working with and under the direction of the designated instructors.
- E. All participants in the program will be furnished the appropriate training material at the beginning of each period of training to enable them to prepare for examination for each period of training.

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

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

V. EXPENSES

- A. In connection with the classroom instruction and rotating apprentice, the Company will arrange and pay for lodging facilities, where necessary, that will be of adequate quality and with the assignment of not more than two (2) employes to a room beginning on the night before the training classes begin, continuing throughout the time classes are in session.. Employes who will not occupy such lodging facilities and employes who will not attend scheduled classroom sessions must notify the designated Instructor in advance.
- B. Transportation between the Company-arranged place of lodging and the classroom facility will be made available by the Company.
- C. The Company will arrange for transportation and will reimburse the employes for reasonable meal expenses for travel from their headquarters to the lodging at the classroom training location and return. If transportation is not provided by the Company and his personal transportation is authorized and used, mileage will be allowed for one round-trip between the employe's regular headquarters and the lodging facility at the classroom training location at the rate of fifteen cents (\$0.15) per mile.
- D. Participants in the classroom training sessions staying in the lodging facilities provided by the Company will have all meals provided from the first day of the session up to the dinner meal on the last day of the session. This does; not apply to classroom training sessions at home point.
- E. Employes taking re-examination at training points will be reimbursed for meals, lodging and transportation incident to taking such re-examination.
- F. The following practice will be maintained<sup>65</sup>:

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.

VI. ROTATION OF POSITIONS

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

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<sup>65</sup> Adopted from Article X of Exhibit A to the October 1, 1982 Agreement.

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

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

- D. (1) Each apprentice shall be required to take and pass courses of instruction on subjects related to his trade. 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 on the first examination, he will be given an opportunity within thirty (30) days after having been so notified to take the examination a second time. Examinations and the grading of examinations will be agreed upon by the Chief Mechanical Officer and the General Chairman, either of whom may designate an individual to represent them. An employe who has accumulated two outstanding failures will be called to attend a joint meeting with local officials and the local committee and issued a warning.

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

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

satisfactory condition to the apprentice supervisor within twenty (20) calendar days after his dismissal.

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

management. These representatives may be changed at any time and may be designated as limited to handling certain subject matters. These committees shall have no formal organization and shall exist for the sole purpose of expediting the training program contemplated herein. Each committee shall meet at a mutually convenient time on request of either party, and as often as necessary to handle affairs properly within its scope. The individual craft committees shall meet in joint sessions on matters of common concern. Any party requesting a meeting of the committee shall submit a written description of the matters he desires to discuss.

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

VII. SENIORITY

- A. A regular apprentice indentured on or after the effective date of this Agreement shall, upon completion of his apprenticeship, be given a seniority date as a journeyman mechanic retroactive seven hundred thirty-two (732) working days from the date of such completion, but not prior to his date of indenture.
- B. A helper apprentice indentured on or after the effective date of this Agreement shall, upon completion of his apprenticeship, be given a seniority date as a journeyman mechanic retroactive four hundred eighty-eight (488) working days from the date of completion, but not prior to his date of indenture.
- C. In counting back the seven hundred thirty-two (732) working days, or four hundred eighty-eight (488) working days (five (5) days per week) all normal working days at the shop in question which were available to be worked and actually worked (whether full days of work or not), plus his paid holidays and vacations with pay, shall be counted. Days not worked because of any reason shall not be counted. This paragraph is not applicable to any apprentice who started his training before the date of this Agreement, but the application of this paragraph shall not result in any such apprentice standing lower on the mechanic's seniority roster than apprentices who started training after the date of this Agreement, except for failure to work an available work day.
- D. Apprentices indentured prior to the effective date of this Agreement shall be required to complete the number of days remaining in the apprenticeship, except no such apprentice shall be required to serve more time subsequent to the effective date of this Agreement than that required by this Agreement.
- E. Upon completion of their apprenticeship, apprentices indentured prior to the effective date of this Agreement shall receive a seniority date on appropriate journeyman mechanic's seniority roster as of the date one day immediately prior to the effective date of this Agreement. Placement of their names on appropriate journeyman mechanic's seniority roster shall be in order of completion of apprenticeship.
- F. An apprentice who leaves the service of the Corporation voluntarily shall be considered as having given up all rights and privileges.

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

**CERTIFICATE OF APPRENTICESHIP**

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

Name and Title of Appropriate Officer of  
the Corporation

General Chairman

H. Apprentices may, within five (5) calendar days from the date of completion of their apprenticeship, exercise their seniority to displace junior employees.<sup>66</sup>

**VIII. RATES OF PAY**

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

	<u>REGULAR APPRENTICES:</u>	<u>Period</u>	<u>Rate</u>
1st		\$5.85	
2nd		5.92	
3rd		6.04	
4th		6.13	
5th		6.24	
6th		6.36	
	<u>HELPER APPRENTICES:</u>	<u>Period</u>	<u>Rate</u>
1st		6.46	
2nd		6.53	
3rd		6.58	
4th		6.63	

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

**IX. EFFECT OF THIS AGREEMENT**

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

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<sup>66</sup> Adopted from Article VIII of Exhibit A to the October 1, 1982 Agreement.

Signed at Washington, D.C., this 1<sup>st</sup> day of September, 1977.

FOR THE SHEET METAL WORKERS  
INTERNATIONAL ASSOCIATION

/s/ \_\_\_\_\_  
Richard E. Martin  
Vice President

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

/s/ \_\_\_\_\_  
G. F. Daniels  
Vice President-Labor Relations

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

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

**APPENDIX R**

**MEMORANDUM OF AGREEMENT  
Between  
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)  
and  
SHEET METAL WORKERS INTERNATIONAL UNION (SMWIA)**

Whereas Amtrak desires to create additional ways to fill mechanic level positions through the development of a program to train existing employees and new hires who do not possess full mechanic skills to be Pipefitters, it is agreed:

- I. The carrier will establish a training program to provide for basic mechanic skills training to provide for Pipefitters.

It is the Carrier's obligation to solicit and accept applications for Mechanic In Training (MIT) positions. Prior to entry into the program, candidates will be screened and interviewed. In addition, for existing employees, satisfactory work record and performance will be required. If the candidate successfully completes this, the candidate will be assigned as a Pipefitter MIT and placed in the training program.

The selection and training of employees under this program shall be without discrimination because of race, color, creed, national origin or sex.

- II. (a) A course of instruction will be established, including classroom, simulated field exercises, homework assignments and on the job training and rotation. The program will consist of two periods. The first period must be successfully completed before beginning the second period. The content and extent of each period may vary to meet the needs and requirements of each particular facility. The content and the extent of the program will be reviewed with the union as part of its development.
- (b) A MIT will be required to maintain passing performance, demonstrate proficiency and complete the required training and other assignments in each period. Failing to do so, a MIT will be dropped from the training program after failing two consecutive attempts to complete the particular period. A MIT failing to so complete the first period must successfully complete the period within 30 calendar days of the date failing the first attempt. A MIT may request an extension, based on hardship, to and with approval from the authorized Instructor. If the extension is not granted, the employee may refer the issue to a Joint General Advisory Committee outlined below for review within 7 days from the Instructor response. A MIT failing to so complete the second period will be given additional time to successfully complete the program but it must be done within a length of time not to exceed the original length of the second period.
- (c) A MIT will perform any work done by a qualified Mechanic or such other work as is assigned in connection with his training, but:
- (1) A MIT will not work in lieu of a qualified Pipefitter when a qualified Pipefitter is available.

- (2) Trainees may be assigned overtime work based on service needs.
- (d) ~~The Carrier will supply tools as generally used by a Pipefitter to perform required duties at such time as a MIT has completed the first period. These tools remain the property of Amtrak and must be returned to Amtrak, less normal wear, when the employee leaves.~~
- (e) Employees in training and after completing training will not be considered for or permitted to transfer to other positions outside of the department employed, except under the following circumstances:
- The employee is unable to hold a position due to a reduction in force
  - Hardship as approved by the Director-Labor Relations and the General Chairman, SMWIA
  - The employee is moving to a position of higher class.
- (f) 1. The seniority of a MIT will be considered as the date entered the training program. New employees shall be placed on the seniority list of MIT employees in employment date order effective as of the date each new training session begins. Employees who do not successfully complete the training program will be removed from the MIT seniority list.
2. In the event of force reduction at a particular facility which would otherwise result in the furlough of non-MIT employees in the craft, MIT positions in the craft will be abolished first at that location.
3. MIT employees will establish mechanic seniority on the particular mechanic roster upon graduation and assignment to a mechanic position with the MIT date serving as the mechanic date. MIT employees will be assigned to positions upon completion of training in seniority preference order.
- (a) The Carrier will designate the location and date of the training sessions and the officer of the Carrier to whom the individual employee will report. MIT employees will be required to report to the designated Carrier officer and site on dates as designated in the prescribed training program. A training schedule showing location, hours and primary training assignments will be issued to MIT employees monthly, with at least a week notice prior to the next schedule beginning. It is expected that MIT employees will be rotated to different work areas and hours/rest days within a mechanical facility. Daily assignment(s) may change and will not necessarily be uniform but will be subject to change at the discretion of the Carrier to meet training and service requirements.
- b) In the event that the training necessitates MIT employees to report to a field location, other than various headquarters, for training where necessary, the Carrier will provide transportation.

(c) In instances of a hardship on the employee due to unforeseen situations, time lost in training classes/assignments must be successfully and timely made up prior to the end of each period, or a MIT will be considered to have failed as described in Section II(b). Hardship cases must be written to the Instructor and Joint General Advisory Committee within fifteen (15) days after the hardship, with a response within 15 days after receipt. Time lost account of any inability of Amtrak to provide the training and/or testing will not be held against the employee in determining whether the employee failed.

IV. (a) Pay for MIT employees will be as follows:

For Amtrak employees entering from Mechanic "B" or helper positions:

Starting Rate- 1 <sup>st</sup> Period	90% of full Pipefitter Rate (Code DA100)
2 <sup>nd</sup> Period - until completed	92.5% of full Pipefitter Rate

For new hires and Amtrak employees entering from other than Mechanic "B" or helper positions:

Starting Rate- 1 <sup>st</sup> Period	85% of full Pipefitter Rate (Code DA100)
2 <sup>nd</sup> Period - until completed	90% of full Pipefitter Rate

If on entry into the training program employees have a rate of pay greater than the beginning or other period(s) rate, they will maintain their rate until they advance to a period with a greater rate.

Trainees will receive eight (8) hours pay per day while attending training and/or performing work, except as noted above. Trainees who are required to travel from their headquarters in excess of 60 miles in each direction consistent with III.(b) will be paid one hour at the applicable straight time rate for each day of such travel.

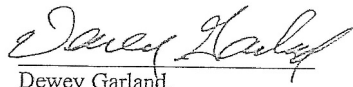
A local Joint General Advisory Committee, equally apportioned between labor and management, in conjunction with the Director-Labor Relations and General Chairman, SMWIA will, as needed, review performance, reports, progress of the training program and handle disputes arising from the application of the training program. Any disputes or complaints that have not been resolved by the Joint General Advisory Committee shall be referred to the Director-Labor Relations and the General Chairman, SMWIA, for final disposition.

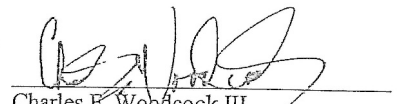
VI. This Agreement signed in Washington, DC on Feb. 20.08, and will remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

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FOR THE  
SHEET METAL  
WORKERS  
INTERNATIONAL UNION

FOR THE  
NATIONAL RAILROAD PASSENGER  
CORPORATION (AMTRAK)

  
\_\_\_\_\_  
Dewey Garland,  
Director, Railroad and Shipyard  
Workers, SMWIA

  
\_\_\_\_\_  
Charles E. Woodcock III,  
Assistant Vice President, Labor Relations

**APPENDIX S**

*Not Applicable as long as  
Section 1, I.(a) is in effect.*

**APPENDIX T**

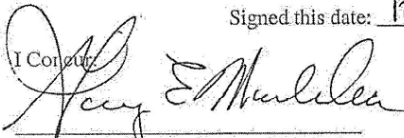
**Mentor Agreement**

- 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)

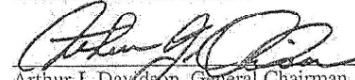
7) Either party may abrogate this agreement by providing 90 day written notice.

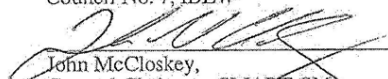
Signed this date: 10/2/13 2013.

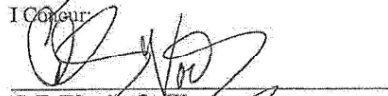
I Concur:  


Gary Maslanka, Dir. Railroad Division  
and Int'l Vice President, TWU

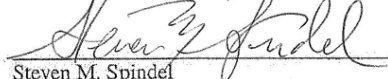
  
John Laess, ~~Michael McCarthy~~  
General Chairman IAMAW

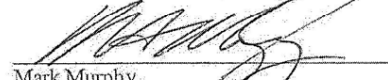
  
Arthur J. Davidson, General Chairman, System  
Council No. 7, IBEW


  
John McCloskey,  
General Chairman, SMART-SM

I Concur:  


C. E. Woodcock, III  
Leader, Corporate Labor Relations, Amtrak

  
Steven M. Spindel  
Labor Relations Officer, Amtrak

  
Mark Murphy,  
Deputy Chief Mechanical Officer, Amtrak

  
Carl A. Tingle,  
Assistant General President TCU/IAM

Appendix U

AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
SYSTEM COUNCIL NO. 7

AND

SHEET METAL AIR RAIL AND TRANSPORTATION WORKERS-SM

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

Whereas states have purchased new locomotives (Siemens Charger) with certain warranty/modification functions the responsibility of the manufacturer- Siemens, and whereas Amtrak and the unions desire to work with Siemens to perform any such work assigned to Amtrak and gain knowledge and training on the locomotives, and whereas Amtrak and the unions are desirous of building a high performing work team to do this and any work on these units now and in the future as a preferred provider to Siemens and our state customers, and whereas the locomotives are expected to be located in Amtrak facilities in Chicago, IL, Oakland, CA and Los Angeles, CA, we hereby agree to the following as pertains to all employees assigned to the Charger equipment:

1. For the purposes of this agreement, Amtrak employees from the locomotive facilities and crafts covered by this agreement will be selected in the anticipated numbers shown in Attachment A to support the S&I, warranty/modification, repair and preventative maintenance work on Charger locomotives as assigned and directed by Siemens and/or Amtrak. Such employees may also perform any other work of their respective craft under the rules of agreement. Such employees will be considered "Charger Work Team Specialist" and may apply for positions posted as such consistent with this agreement and work. Such employees will be selected through use of existing assessment tests. Further, Amtrak and labor will review the conditions of this agreement with employees who successfully pass the above to ascertain their interest and agreement in working under this agreement and in support of Siemens. If this is acceptable, such employees will be assigned as needed in the particular craft based in seniority order. After initial selection, future /additional selections of employees into the work team will be made in similar fashion.

2. The Work Team Process:

With Siemens' input, the parties agree that there is a need to have dedicated work teams maintaining Charger locomotive equipment capable of efficiently maintaining the equipment to the highest standards of excellence. These teams will consist of mixed craft employees as estimated in Attachment A who will be trained in all aspects of equipment maintenance to use their full potential. An employee on these teams, in addition to the work of the employee's craft, may perform all work directly or indirectly related to the service. In recognition of the above, journeymen working on these work teams will have their basic rates of pay adjusted to the Work Team Seattle rate (currently \$29.95/hr.). 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. Any current Technicians who may apply will keep their Technician rate of pay, similarly subject to any future wage increases.

A committee consisting of the General Chairman of each organization covered by this agreement, the Chief Mechanical Officer of the carrier and the Vice President Labor Relations 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 the work teams herein, the committee will meet as often as necessary, thereafter, as needed or by request and with reason, a special meeting may be held 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; absent such resolution, the union may grieve the matter under the Claim and Grievance Rule.

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 locomotive equipment, employees will be required to participate in and complete specially designed Amtrak and/or vendor supplied training. It is further agreed that employees will be required to remain qualified for these positions through the completion of additional training and testing on a periodic basis as determined by Amtrak and/or the vendor. Employees shall maintain a specified grade point average, as determined by Siemens and/or Amtrak. Amtrak will ensure the same standards are utilized in the process; such will be reviewed with labor for input, if any. Training and any tests will timely be reviewed with labor prior to implementation. Training herein may include classroom training and on-the-job training at locations determined by Amtrak and/or the vendor.

Employees required to take training shall not be required, but may if asked, to work their regular tour-of-duty, if combination of training and work exceeds eight hours. When employees work their regular assignment and attend training beyond an eight hour assignment, the employee will be paid time and a half for time exceeding eight hours. It is understood that absent a need for additional manpower, existing employees on the tour will cover for the employees who are not available for work.

In the event an employee fails to complete training or is unable to pass required tests, the employee will be provided an opportunity to train and pass in the area/module of deficiency within 30 days of failing the test. Failing to pass this 2<sup>nd</sup> test will result in the employee being disqualified from the work team and the work; thereafter, the employee will exercise seniority in accordance with the Reducing and Increasing Forces Rule.

4. Miscellaneous:

a. Starting times and days of assignment will be set in consideration of operational and the vendor's needs under existing rules and positions will have bulletined starting times and days of assignment/rest days. Employees in the work teams under this agreement will choose hours and rest days within their respective craft by craft seniority. Rotation of employees with Siemens will be worked out with Siemens, Amtrak and local representative(s) input and outlined in an anticipated schedule which shall be forwarded to the General Chairman and the Chief Mechanical Officer for their approval. Starting times will not be changed without 36 hours advance notice.

b. Employees in the work teams will remain locked into the work teams (and may not be displaced) for the duration of Siemens' agreement to utilize Amtrak employees to support Siemens' work, the termination of Siemens' obligations to perform work on the locomotives by contract with the states involved, or the termination of Amtrak's obligations to perform work on the locomotives by contract with the states involved, whichever comes earlier. Exceptions: Employees may leave only under the following:

- Promotion
- Hardship request if agreed upon by Amtrak and the union
- If Siemens requests removal of an employee(s) a valid reason with verifiable facts must be provided. Such will not occur until the circumstances are reviewed with Amtrak, then Amtrak shall investigate the circumstances with the union. If the parties are unable to resolve the matter a grievance may be filed, protesting the employee being removed for the position.

c. Notwithstanding the above, employees shall have the option of leaving the positions under this agreement at the end of the warranty period (two or three years, and/or the one year option) on the last Charger locomotive. If the warranty period should be extended beyond this time, the parties will promptly meet before the expiration of this warranty period to decide on future or lock-in arrangements.

5. The illustrative staffing for work teams at each location in this program appears as Attachment A, which represents the full expected work team per location. The teams shall gradually be staffed based upon the needs of service as the Charger locomotives arrive at each location. This program will be considered a pilot. If the parties desire to expand the work team members beyond the pilot program numbers, the committee shall meet to review the proper staffing level. Further, should this program continue beyond the pilot, it will be by agreement.

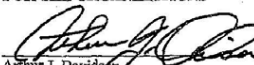
6. This agreement shall become effective the date Siemens commences the work covered hereunder and/or Amtrak employees are selected for the teams, whichever occurs later, and at each facility as such occurs. This agreement will continue in effect except if Siemens and/or the state(s) elect to no longer use Amtrak employees to perform the work, or the warranty period expires without renewal, at which point it will terminate in the situation ejected. In the event Amtrak, Siemens and/or the States opt to continue/renew the maintenance agreement the parties shall meet to agree to continue this agreement.

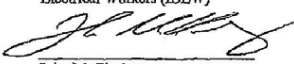
The parties shall not serve notice to change the provisions of this agreement on each other for the period of Siemens' responsibility for the work and locomotives (Approximately 4 years). The parties may, however, negotiate on items of mutual agreement during this period. This agreement modifies the existing scheduled agreements of the unions signatory hereto as specifically modified herein. All other provisions of those agreements shall remain in full force and effect.


7. 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 Amtrak or any other entity.

Signed at Washington, DC this day of June 22, 2017.

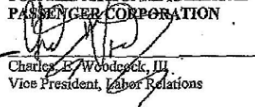
FOR THE ORGANIZATIONS

  
Arthur J. Davidson  
General Chairman,  
System Council No. 7  
International Brotherhood of  
Electrical Workers (IBEW)

  
John McCloskey  
General Chairman  
Sheet Metal Air Rail and  
Transportation Workers

  
Michael McCarthy  
General Chairman - IAMAW  
International Association of Machinists  
and Aerospace Workers

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

  
Charles E. Woodcock, III  
Vice President, Labor Relations

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Attachment A

Anticipated Staffing for Work Team Staffing for Charger Locomotive Work:

Chicago:

6 Electricians  
8 Machinists  
1 Pipefitter

Oakland:

5 Electricians  
6 Machinists

Los Angeles:

9 Electricians  
15 Machinists  
1 Pipefitter

**LETTER NO. 1**  
September 1, 1977

Mr. Richard E. Martin, Vice President  
Sheet Metal Workers International Association  
1750 New York Avenue, NW  
Washington, DC 20006

Dear Mr. Martin:

This refers to our discussions concerning the recently signed "Interim Agreement" covering Sheet Metal Workers 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 classification of work rule, 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 Albany/ Rensselaer.

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

In the event of a grievance hereunder pertaining to work classification, it shall be submitted by the General Chairman to the Director of Labor Relations, and if the Director of Labor Relations cannot reach a satisfactory agreement with the Organization promptly, such grievance shall forthwith be submitted to a public law board appointed by the parties immediately. In the event such board sustains such grievance, the carrier shall promptly implement and enforce such decision.<sup>67</sup>

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 grievance, the Organization 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.

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<sup>67</sup> Adopted from Letter No. 1 of Exhibit A to the October 1, 1982 Agreement.

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

AGREED:

/s/  
Richard E. Martin, Vice President

Very truly yours,

/s/  
G. F. Daniels  
Vice President - Labor Relations

**LETTER NO. 2**  
September 1, 1977

Mr. R. E. Martin, Vice President  
Sheet Metal Workers International Association  
1750 New York Avenue, N.W.  
Washington, D. C. 20006

Dear Mr. Martin:

This refers to our negotiation of the Rules Agreement between the Sheet Metal Workers International Association and Amtrak.

During our negotiations, it was agreed to establish the-following classification:

Sheet Metal Technician:

The classification of "Sheet Metal Technician" is established. Such classification shall include the following requirements:

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

Positions in this technical classification may be established when determined by Management. Employees assigned to such position shall be selected by the Management from employees with at least sixty (60) days seniority on a roster covered by the agreement between Amtrak and the Sheet Metal Workers International Association. All employees assigned to these positions shall be subject to the provisions of the Union Shop Agreement.

\*All such positions must include teaching other employees, but the Corporation may assign such employees to other work of the craft when they are not teaching.<sup>68</sup>

\*The selection of such "Sheet Metal Technicians" will be accomplished in the same manner as "lead" positions, under Letter No. 6 of the Schedule Agreement.

\*The General Chairman and Director of Labor Relations will jointly review the current "Technician positions to determine whether they meet the criteria of this Agreement, and should remain as "Technicians".

\*\*Sheet Metal Technicians" will be furloughed in accordance with their Journeyman seniority in the event of a reduction in force.

The rate of compensation for all positions covered by this section shall be 50 cents per hour over the Journeyman's rate of pay. It is understood that employees shall normally work and be

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<sup>68</sup> Adopted from Article VI of Exhibit A to the October 1, 1982 Agreement. This footnote applies to all paragraphs with a star.

compensated for 40 straight time hours per week. These hours need not be consecutive or on the same shift each day, except when the employees are used to perform Sheet Metal work as a Journeyman in the facility. Overtime to commence after 40 hours per week.

In addition to the foregoing, Sheet Metal Workers employed in the technical capacity described above shall be subject to the following provisions of the Rules Agreement:

- Rule 38      Vacations
- Rule 37      Holidays
- Rule 33      Health and Welfare
- Rule 18      Sickness Insurance
  
- Rule 17      Jury Duty
- Rule 34      Off-Track Vehicle Insurance
- Rule 19      Compassionate Leave
- Rule 26      Military Training

In the event that employees holding positions covered by this section vacate the positions and exercise seniority as a Sheetmetal Worker, they will then be covered by all the applicable provisions of agreements then in force between Amtrak and the Sheet Metal Workers International Association.

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

If this meets with your concurrence, please sign in the space provided below.

Very truly yours,

/s/ \_\_\_\_\_  
G. F. Daniels  
Vice President - Labor Relations

AGREED:

/s/ \_\_\_\_\_  
Richard E. Martin, Vice President

**LETTER NO. 4**  
September 1, 1977

Mr. Richard E. Martin, Vice President  
Sheet Metal Workers International Association  
1750 New York Avenue, NW  
Washington, DC 20006

Dear Mr. Martin:

This refers to discussions concerning our negotiations of rules, working conditions, and rates of pay between the Sheet Metal Workers International Association and the National Railroad Passenger Corporation.

It is our understanding that employees in the service will be considered for promotion to positions of Foreman. However, this will not preclude the Corporation from hiring qualified Foremen from outside the Corporation.

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

Very truly yours,

/s/  
G. F. Daniels  
Vice President - Labor Relations

AGREED:

/s/  
Richard E. Martin, Vice President

**LETTER NO. 5**  
September 1, 1977

Mr. Richard E. Martin, Vice President  
Sheet Metal Workers International Assn.  
1750 New York Avenue, N.W.  
Washington, D. C. 20006

Dear Mr. Martin:

This refers to the recently concluded Rules Agreement between Amtrak and the Sheet Metal Workers International Association.

This will confirm our understanding that Rules in other Agreements which relate to Qualifications for positions in other crafts are not intended to in-fringe in any way upon the work which accrues to Sheet Metal Workers under this Agreement.

If this meets with your concurrence, please sign in the space provided below.

Very truly yours,

/s/ \_\_\_\_\_  
G. F. Daniels  
Vice President - Labor Relations

AGREED:

/s/ \_\_\_\_\_  
Richard E. Martin  
Vice President

**LETTER NO. 6**  
September 1, 1977

Mr. Richard E. Martin, Vice President  
Sheet Metal Workers International Association  
1750 New York Avenue, NW  
Washington, DC 20006

Dear Mr. Martin:

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

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

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

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

Very truly yours,

/s/ \_\_\_\_\_  
G. F. Daniels  
Vice President - Labor Relations

AGREEMENT:

/s/ \_\_\_\_\_  
Richard E. Martin, Vice President

**LETTER NO. 11**  
September 1, 1977

Mr. Richard Martin, Vice President  
Sheet Metal Workers International Assn.  
1750 New York Avenue, N.W.  
Washington, D. C. 20006

Dear Mr. Martin:

This refers to the recently concluded Rules Agreement between Amtrak and the Sheet Metal Workers International Association.

This will confirm our understanding that the seniority of employees shall automatically terminate, and employees may retire from service, as provided by the Railroad Retirement Act, but in no event will such retirement be later than the end of the month following the month in which their 65th birthday occurs. Any monetary claim pending prior to employees retirement under this Rule shall not be affected thereby.

If this meets with your concurrence, please sign in the space provided below.

Very truly yours,

/s/  
G. F. Daniels  
Vice President - Labor Relations

AGREED:

/s/  
Richard E. Martin  
Vice President

**LETTER NO. 13**  
September 1, 1977

Mr. Richard E. Martin, Vice President  
Sheet Metal Workers International Association  
1750 New York Avenue, NW  
Washington, DC 20006

Dear Mr. Martin:

This refers to the recently concluded Rules Agreement between Amtrak and the Sheet Metal Workers International Association.

This will confirm our understanding that this Agreement does not abrogate the Assumption of Function Implementing Agreements, except to the extent that they may be in conflict.

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

Very truly yours,

/s/ \_\_\_\_\_  
G. F. Daniels  
Vice President – Labor Relations

AGREED:

/s/ \_\_\_\_\_  
Richard E. Martin, Vice President