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October 26, 1982

THIS AGREEMENT made this 26th day of October, 1982, by and between the National Railroad Passenger Corporation and Passenger Engineers represented by the **Brotherhood of Locomotive Engineers**.

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, effective January 1, 1983, Amtrak will assume its own train and engine operations heretofore performed by the Consolidated Rail Corporation (Conrail) pursuant to the Northeast Rail Service Act of 1981; and

WHEREAS, Amtrak desires to employ persons currently employed by Conrail in its engine service operations, and those employees desire to accept employment with Amtrak; and

WHEREAS, the Brotherhood of Locomotive Engineers now represents all employees of Conrail in the craft of Locomotive Engineers who would accept Passenger Engineer positions with Amtrak; and

WHEREAS, Congress, in the Amtrak Improvement Act of 1981, also imposed upon both Amtrak and the Brotherhood of Locomotive Engineers the duty to enter into a cooperative effort to achieve the efficiencies and economies necessary to operate a modern passenger service entity;

NOW, THEREFORE, it is hereby agreed in conformity therewith that the following Rules shall govern the rates of pay, rules and working conditions of employees of Amtrak employed in its engine service operations:

Revised: August 1, 1998

(Updated: As of June 6, 2000)

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RULE 1 - SCOPE AND DEFINITIONS

- a. This Agreement will apply to the work or service of transporting passengers performed by the employees specified herein and governs the rates of pay, hours of service, and working conditions of all such employees engaged in the operation of engines and any other motive power used in performing the work or services provided by Passenger Engineers and all other work generally recognized as the work of Passenger Engineers performed on main lines or branch lines, or within yard facilities, or in road, local, or yard service.

It is understood that the duties and responsibilities of Passenger Engineers will not be assigned to others. If a new type of locomotive or motive power is placed in service, Passenger Engineers will be instructed in the operation of the new type of locomotive power and used to operate it.

Section 1¹

A second Passenger Engineer will be required on all off-Corridor trains operating over six (6) hours from the departure at the initial station of the assignment to the arrival at the final station of the assignment. If a train scheduled to operate in less than six (6) hours from the departure at the initial station of the assignment to the arrival at the final station of the assignment requires more than six (6) hours for the trip on ten (10) or more occasions during any fifteen (15) consecutive trips, a second Passenger Engineer will be required on said train until the operating time is reduced to less than six (6) hours on ten (10) or more occasions during any fifteen (15) consecutive trips.

Section 2

Assignments involving trains scheduled to operate more than four (4) hours, but less than six (6) hours, as calculated in accordance with Section 1, shall not be structured to exceed ten (10) hours total time on duty without a second Passenger Engineer being assigned, unless otherwise agreed upon by the highest officer designated by the Carrier and the General Chairman of the Organization.

Section 3

Employees possessing prior rights to Assistant Passenger Engineer positions under Article V, Section D of the Agreement made in settlement of NMB Case No. A-12290, will have prior rights to regularly assigned second Passenger Engineer positions to the same extent they had prior rights to Assistant Passenger Engineer positions. Any such employee who is unable to hold a position as a Passenger Engineer within a 130-mile radius of his/her crew base as the result of the implementation of Section 1 shall be retained on the Passenger Engineer extra board.

Note: Employees who were formerly passenger firemen on 5/29/92 will have prior rights to second passenger engineer assignments in the crew base to which they were assigned as of the date of this agreement.

¹ Adopted from Article V of August 1, 1998 Wage and Rule Agreement

Q1. In the application of the revised Article II, Section 1, how are excursion trains that operate off the Amtrak route system to be staffed?

A1. Excursion trains that operate off the Amtrak route system will be staffed by one (1) Amtrak Passenger Engineer while operating off the Amtrak system.

Q2. If scheduled track maintenance or a similar condition affords advance knowledge that a train scheduled to operate in less than six (6) hours from the departure at the initial station of the assignment to the arrival at the final station of the assignment will require more than six (6) hours for the trip on ten (10) or more occasions during a period of fifteen (15) consecutive trips, how will the crew size be adjusted?

A2. When it is known in advance that the running time of a train will increase from less than six (6) hours to more than six (6) hours as computed above, for any reason, a second Passenger Engineer will be assigned to said train until the running time is reduced to less than six (6) hours.”

- b. The National Railroad Passenger Corporation (hereinafter the “Corporation”) recognizes the General Committee of Adjustment of the Brotherhood of Locomotive Engineers, the Chairman of which is signatory hereto as bargaining representative of all Passenger Engineers employed by the Corporation in the Northeast Corridor.
- c. “Duly accredited representative” means the General Chairman of the Brotherhood of Locomotive Engineers having jurisdiction or any elected officer of the Brotherhood of Locomotive Engineers designated by the General Chairman.
- d. “Crew Base” means the territory encompassed within a radius of 30 miles measured from the principal Amtrak station or facility as designated by the Corporation for each crew base.

RULE 2 - CLASSIFICATIONS AND BASIS OF PAY

- a. The rate of pay for Passenger Engineers effective January 1, 1983, is \$16.74 an hour.
- b. Passenger Engineers will be paid for each trip or tour of duty at the straight-time rate for the first eight (8) hours between the time they are required to report for duty until the time they are released on completion of service, and at the time and one-half rate for all time in excess of eight (8) hours. Passenger Engineers paid forty (40) straight-time hours in a work week will be paid at the time and one-half rate for all additional time paid for in the work week. The term “work week” for regularly assigned Passenger Engineers will mean a week beginning on the first day on which the assignment is bulletined to work, and for Passenger Engineers assigned to an extra board will mean a period of seven (7) consecutive days, starting with Thursday.

NOTE¹: The “work week” for Passenger Engineers on the extra board and the “weekly period” for extra board guarantee purposes is a period of seven (7) consecutive days, starting with Thursday.²

NOTE²: In off-corridor, in lieu of the provisions of Rule 2, paragraph (b), of the October 26, 1982, Agreement, the following will apply:

Passenger Engineers will be paid for each trip or tour of duty at the straight-time rate for the first eight (8) hours between the time they are required to report for duty until the time they are released on completion of service, and at the time and one-half rate for all time in excess of eight (8) hours. Passenger Engineers paid 40 straight-time hours for service performed in yard and work train service in a work week will be paid at the time and one-half rate for all additional such service performed in the work week. The term “work week” for regularly assigned Passenger Engineers will mean a week beginning on the first day on which the assignment is bulletined to work, and the Passenger Engineers assigned to an extra board will mean a period of seven (7) consecutive days, starting with Wednesday.

- c. Except as provided in Rule 13, regularly assigned Passenger Engineers and Passenger Engineers assigned to an extra board will be paid a minimum of eight (8) hours for each tour of duty.
- d. When pilots are required for engine service, they will come from the ranks of Passenger Engineers and will be paid the Passenger Engineer’s rate of pay.
- e. Except as provided in Rule 14, Passenger Engineers in the Northeast Corridor held at other than their home crew base will be paid for the actual time so held for the first eight (8) hours in any 24-hours period. In Off-Corridor service passenger engineers will be paid for actual time held other than home crew base after the expiration of twelve (12) hours with a maximum of eight (8) hours in any 24-hour period.

NOTE: Employees on the passenger engineer roster as of May 28, 1992, who are assigned to a common engine service extra board pursuant to this Article V will be guaranteed the money equivalent of 40 straight-time hours at the passenger engineer rate of pay subject to the conditions of Rule 9(a) of the passenger engineer rules agreement.

- f. As of August 3, 1992, Passenger engineers shall be paid at 90% of the applicable hourly rate of pay for any yard assignment they work during their first two years of service.
- g. 1. The passenger engineer rules agreement dated October 26, 1982, as amended by the December 23, 1985, memorandum of understanding, will be applied to the Auto Train service.

² Adopted from Letter of agreement dated August 2, 1983.

2. Auto Train work zone A and B engine service employees will be placed on the bottom of the work zone 5 and 6 passenger engineer roster, respectively, but will retain prior rights to regular assignments in the Auto Train service in their respective work zones.

RULE 3 - SENIORITY

- a. Passenger Engineers will have Northeast Corridor (NEC) seniority divided into two (2) prior right working zones. NEC Working Zone 1 is the territory between Boston, MA, and New York, NY (exclusive), including Springfield, MA. NEC Working Zone 2 is the territory between New York, NY (inclusive), and Washington, DC (exclusive), including Harrisburg, PA.
- b. The seniority ranking in the Northeast Corridor (NEC) Region for Passenger Engineers with Conrail engine service seniority as of January 1, 1983, will be in accordance with the Order Selection List established pursuant to the Agreement made in accordance with Section 1165 of the Northeast Rail Service Act of 1981. Employees on the Order Selection List who possess seniority on Conrail Seniority District F - Northeastern will have prior rights to assignments in NEC Working Zone 1. Employees on the Order Selection List who possess seniority on Conrail Seniority District G - Southeastern will have prior rights to assignments in NEC Working Zone 2.

NOTE: Effective June 2, 1988

- A. Passenger Engineers in Work Zones 1 and 2 will be placed on the Amtrak Passenger Engineer national seniority roster in accordance with Article IV.B. of the December 23, 1985, Agreement and Work Zones 1 and 2 will be added to the existing work zones covered by the national seniority roster.
- B. 1. The Work Zone 1 and 2 Passenger Engineers granted seniority in accordance with A, above, will only be able to utilize such in accordance with Article IV.C.1 of the December 23, 1985, Agreement while they are in active service as a Passenger Engineer with Amtrak.
2. Work Zone 1 and 2 Passenger Engineers voluntarily exercising their seniority to Conrail pursuant to the Section 1165 Agreement will forfeit their seniority granted in A, above; furloughed Passenger Engineers in active service with Conrail pursuant to the Section 1165 Agreement must accept recall or forfeit seniority on the national seniority roster.
3. All new employees, including employees transferring to Amtrak pursuant to the Section 1165 Agreement, will receive seniority on the national seniority roster based on the date they report to the medical examiner in accordance with Article IV.C.2 or, in the case of Section 1165 Agreement transferees, on the flow date on which they transferred to Amtrak. This provision will also apply to former Amtrak employees who forfeited their national seniority rights pursuant to B2, above.
- C. The Passenger Engineers on the Northeast Corridor roster on the effective date of this Agreement and Passenger Engineers flowing to Amtrak pursuant to the Section 1165

Agreement will have prior rights to the Northeast Corridor service and their respective work zones for the purposes of this Agreement and the December 23, 1985, Agreement.

- c. Passenger Engineers, without prior rights as defined in paragraph “b” of this Rule, who enter service in a classification covered by these work rules will establish seniority as of the time and date they first report to the medical examiner. When two (2) or more Passenger Engineers without prior rights start at the same time on the same day, they will be ranked in alphabetical order according to their last names. The ranking of all employees covered by this paragraph Ac” will follow the ranking of all employees covered by paragraph “b.”

NOTE: Effective December 23, 1985

- A. Successful applicants for Passenger Engineer positions will be placed on an Off-Corridor Seniority Roster based on the equity allocation determine in accordance with Article II.C., above.
- B. Composite date of hire seniority date for engineers presently in zone of contributing agency carriers, shall be established for all twelve working zones in relative seniority standing with final result, one national seniority roster of engine service personnel.
- C. Upon assumption of service, Amtrak intends to establish the following working zones:

Working Zone 3	New York City, exclusive, to Albany to Cleveland, Niagara Falls, Montreal, and Boston, exclusive, and Springfield to St. Albans.
Working Zone 4	Chicago, inclusive to Pittsburgh, Fort Wayne, Indianapolis, Cincinnati, Battle Creek, Port Huron, Grand Rapids, Detroit, Toledo, Cleveland and Harrisburg to Pittsburgh.
Working Zone 5	Washington, DC, exclusive, Pittsburgh, Salisbury, Hamlet, Savannah, Florence, Newport News, and Charlottesville.
Working Zone 6	Savannah, Jacksonville, Tampa, Miami, and Hamlet.
Working Zone 7	Chicago, exclusive, Minot, St. Paul-Minneapolis and Milwaukee.
Working Zone 8	Chicago, exclusive, Champaign-Urbana, Memphis, LaJunta, Lincoln, and Kansas City.
Working Zone 9	Memphis, Salisbury, Atlanta, New Orleans, and El Paso.
Working Zone 9a	St. Louis, MO exclusive to San Antonio, TX. Houston, TX exclusive to Sanderson, TX.
Working Zone 10	Portland, Seattle, Spokane, Shelby, Minot, Nampa, and Klamath Falls.
Working Zone 11	Nampa, Lincoln, La Junta, Las Vegas, Sparks, Salt Lake City and Denver.

Working Zone 12 San Diego, Los Angeles, Oakland, Klamath Falls, Sparks, Las Vegas, LaJunta, Albuquerque, El Paso, and Phoenix.

Working Zone 12a Los Angeles, CA to Sanderson, TX

The General Chairman will be advised of the Crew Base locations and the principal stations, therein, within each working zone with copy to the assigned Brotherhood of Locomotive Engineers Vice President. Before each phase is finalized Amtrak will notify the assigned Brotherhood of Locomotive Engineers Vice President and/or his designated representative of any changes in the principal station within each crew base.

- d. Newly designated Assistant Passenger Engineers hired on or before May 29, 1992, will be placed on the Amtrak Passenger Engineer national seniority roster with a seniority date of May 29, 1992. All newly designated Assistant Passenger Engineers will retain, for purposes of exercising seniority, the same relationship to each other as they had prior to the date of this agreement. All engine service employees, including individuals in engine service application pools, hired after May 29, 1992, will be placed on the Amtrak Passenger Engineer national seniority roster in accordance with Rule 3.
- e. The seniority of any new employee* whose seniority in engine or train service is established after the effective 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 day period referenced herein will not include any period in which an employee is furloughed from Amtrak as a Passenger Engineer but working in train service or another engine service craft for Amtrak. (* The term Anew employee” as used in this paragraph does not include those applicants for Amtrak employment in the respective work zone application pools.)

RULE 4 - SERVICE BETWEEN ZONES

Assignments between any two (2) or more working zones may be established. When such assignments are established, prior right Passenger Engineers of the zones over which such assignment or assignments operate will participate in such service on the basis which the ratio of mileage in each zone bears to the total mileage covered by such assignment or assignments, measured from the principal station of the originating crew base to the principal station of the terminating crew base.

RULE 5 - SENIORITY ROSTER

- a. A roster showing seniority dates, promotion dates, prior rights (if any), and seniority standing will be posted in a conspicuous place at all crew bases for the information of Passenger Engineers, with copies to the General Chairman.
- b. The roster will be revised and posted in January of each year and will be open to protest by the Passenger Engineer or his duly accredited representative for a period of sixty (60) calendar days from date of posting. Protests on seniority dates will be confined to names added or changes made since posting the previous rosters.

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

RULE 6 - BULLETINS AND ASSIGNMENTS

- a. 1. (Northeast Corridor) New assignments, assignments subject to readvertisement, extra board positions, and vacancies will be advertised every Wednesday. The advertising period will close 11:59 p.m. the following Saturday, and assignments will be made effective 12:01 a.m. the following Thursday.
2. (Off Corridor) New assignments, assignments subject to readvertisement, extra board positions, and vacancies will be advertised every Wednesday. The advertising period will close 11:59 p.m. the following Saturday, and assignments will be made effective 12:01 a.m. the following Wednesday.
- 3.³ For the purpose of schedule revisions, mandatories and/or dictates of service for new assignments, the effective date of the assignment under advertisement will be the date designated on the bulletin.

NOTE: It is understood that the advertising and award period is based on the extra board work week and payroll period in the respective services, as well as the program requirements of the automated system. In the event of a change in any of these variables, the carrier shall notify the organization at least ten (10) days in advance of any change which may be necessary in the bid and award process.

- b. Vacancies caused by sickness, temporary disability, suspension or leave of absence, when it is known that the Passenger Engineer will be off for a period of thirty (30) or more days, or when such Passenger Engineer will have been off duty for a period of thirty (30) days, will be advertised in accordance with paragraph “a” of this Rule.
- c. For regular assigned service, the advertisement bulletin will show the crew base; reporting and relieving point; turnaround or layover point; days on which the assignment is scheduled to work; assigned reporting time; and train or crew numbers.

NOTE: Unless otherwise agreed to by the duly accredited representative and the Director - Labor Relations, the reporting and the relieving point for any assignment will be the same point.

- d. A Passenger Engineer who bids for and is awarded another assignment will not be permitted to bid for his former position until it has been filled and again advertised, unless the position has been materially changed. He will be permitted to exercise his seniority to his former assignment if he is displaced from the position to which he bid.

³ Adopted from Article VIII, Section B of the August 1, 1998 Wage and Rule Agreement

- e. A Passenger Engineer who is occupying a regular assignment which is readvertised in accordance with the provisions of this Rule may elect to exercise his seniority to another assignment within forty-eight (48) hours after the effective date and time of the change causing the readvertisement. A Passenger Engineer who elects to remain on the assignment must bid for it if he desires to remain after the advertisement is closed and the assignment has been made. If he does not bid for it, and he is not assigned to any other job as the result of that advertisement, he will immediately leave the assignment he has been holding, and will be allowed five (5) days in which to exercise his seniority and may select any job held by a junior man, except the job he has been occupying and on which he did not bid.

NOTE: Effective March 9, 1989, engineers who are entitled to exercise their seniority rights to displace junior employees will be permitted to select a second assignment which is unadvertised. Employees who exercise displacement rights to assignments subject to or by advertisement shall be considered automatic bidders for such assignments. Employees who exercises his seniority to a vacancy who is not fully qualified in such assignment will not be permitted to occupy such assignment until fully qualified. In the event a senior employee is awarded the assignment after the advertisement is closed, the junior employee who picked the vacancy will be required to exercise his seniority to another assignment within 24 hours after the effective date and time of the award.

- f. A Passenger Engineer returning to duty after being absent less than thirty (30) days by reason of sickness, temporary disability, suspension, or leave of absence, will be permitted to exercise his seniority on an assignment advertised and filled during his absence, provided he exercises such right before he performs any service. A Passenger Engineer absent because of a reason listed in this paragraph for a period of thirty (30) days or more, upon his return to duty, may exercise his seniority on any assignment. A Passenger Engineer returning to duty after being absent by reason of vacation will be permitted to exercise his seniority on an assignment advertised and filled in his absence, provided he exercises such right before he performs any service.
- g. Regular assignments will be readvertised when any of the following permanent changes are made in such assignments:
 - 1. changing the crew base, layover, or turnaround point;
 - 2. changing advertised starting time at the crew base or arrival time at the end of the assignment, one (1) hour or more;
 - 3. changing the assigned rest days.
- h. Assignments will be made to employees in seniority order from bids submitted through an automated system prior to the close of an advertisement period. Employees will be given a receipt number for bids submitted through such automated system.
- i. When no bids are received for a regular or extra board assignment, such will be so designated on the award; the senior Passenger Engineer in the work zone who, within seven (7) calendar days of such award makes written application to be qualified and assigned, will be assigned the position and instructed to qualify in accordance with Rule 16(c). Such Passenger Engineer may not voluntarily exercise his seniority to another position for a period of six (6)

months from the date fully qualified to work the assignment, unless entitled to a displacement rights pursuant to Rule 8, or is the successful applicant for a position in the same geographic service. In the event the employee's assignment is readvertised incident to the change of time, he will be required to bid on such assignment or on an assignment in the same geographic service as his first choice. If no written application for voluntary assignment is received for a regular assignment, the assignment will be filled by the junior Passenger Engineer on the extra board at the same crew base as the assignment that failed for bid.⁴

NOTE: Rule 6, paragraph (j), references the force assignment of the junior Passenger Engineer and not any other Passenger Engineer utilizing the newly amended language.

- j. When an assignment that failed for bid is filled in accordance with paragraph Ai," the Passenger Engineer assigned will remain on the assignment until a junior Passenger Engineer becomes available at the crew base. The senior Passenger Engineer who is force assigned in accordance with paragraph Ai" will be promptly notified and have twenty-four (24) hours after notification to elect to vacate the assignment and exercise his seniority. If the assignment is vacated, the junior Passenger Engineer will be assigned to the vacated Passenger Engineer assignment. If the senior Passenger Engineer who was force assigned in accordance with paragraph Ai" elects to remain on his assignment, the next junior Passenger Engineer who was force assigned will be permitted to vacate his assignment and exercise his seniority as outlined herein. A Passenger Engineer who is force assigned will be permitted to bid for any Passenger Engineer assignment.
- k. When an extra board is to be increased, the required number of Passenger Engineers may be added to the board during the advertisement and assignment period with the understanding that they are bidders for the board.
- l. When regular runs are rearranged, the local representative of the Corporation and the duly accredited representative(s) having jurisdiction will arrange to meet for the purpose of grouping such runs consistent with seniority, with the understanding that the Corporation reserves the right to place a schedule in effect to protect the service when no agreement is reached.
- m. Amtrak will have the right to eliminate the two remaining blankable fireman's positions, provided, however, that the former firemen who could have occupied such blankable positions shall have the limited right to fill these positions if they cannot occupy any engineer or assistant engineer position in their respective work zones.

RULE 7 - REDUCING AND INCREASING FORCES

- a. In reducing forces, seniority will govern. Passenger Engineers affected by a reduction of force or abolishment of positions will be given five (5) calendar days' advance notice. A

⁴ Revised according to Article VIII, Section G of August 1, 1998 Wage and Rule Agreement

copy of such notice will be posted on bulletin boards, with a copy to the duly accredited representative.

Passenger Engineers whose positions are abolished may exercise their seniority rights to displace junior Passenger Engineers within five (5) calendar days after the date of notification of abolishment. Passenger Engineers displaced may exercise their seniority in the same manner within five (5) calendar days after the date of notification of displacement. Passenger Engineers who are able to but fail to exercise their displacement rights within the prescribed time limit will revert to the extra board. Passenger Engineers not possessing sufficient seniority to displace any Passenger Engineers will be placed in furlough status.

NOTE: Off-Corridor employees would not be required to exercise their seniority throughout their entire work zone. Taking into Account geographical distance and frequency of passenger train service, it has been determined that Passenger Engineers will only be required to exercise their seniority to the following assignment:

- ! assignments at their Crew Base,
- ! assignments protected by the extra board at their Crew Base, i.e., outlying points, and
- ! assignments of other Crew Bases within 130 miles of the employees home Crew Base but only if necessitated by service requirements.

Passenger Engineers exercising displacement rights under this Rule must meet all the qualifications required of the assignment to which they displace before being permitted to work.

- b. Passenger Engineers will promptly notify the Corporation in writing, by certified mail, return receipt requested, of any change of name or address, and provide a copy to the duly accredited representative.
- c. When forces are increased or vacancies occur, furloughed Passenger Engineers will be notified by certified mail or telegram, sent to the last address given, with a copy provided to the duly accredited representative, and will be recalled to service in seniority order.
- d. Furloughed Passenger Engineers who fail to return to service within fifteen (15) calendar days after being notified in accordance with paragraph Ac” of this Rule will be considered as having resigned, unless they present sufficient proof that circumstances beyond their control prevented their return.

RULE 8 - ANNULMENT OF ASSIGNMENTS

- a. When it is known that the assignment of a regular assigned Passenger Engineer, except the extra board, is to be annulled for one (1) day or longer, the Passenger Engineer will be notified at least four hours in advance of reporting time.

When a regular assignment is annulled for more than one (1) day, or when a regular assignment in other than revenue passenger service is annulled more than one (1) day in a

workweek, or is annulled one day in each of two (2) consecutive workweeks, not including holidays, an employee holding the assignment may elect to remain on it or exercise seniority to another assignment that has not been annulled.

- b. Advance notice before annulling assignments is not required under emergency conditions such as flood, snow storm, hurricane, tornado, earthquake, fire, strike, or derailment, provided that such conditions result in suspension of the Corporation's operation in whole or in part. Such emergency annulments will be confined solely to those work locations directly affected by any suspension of operation.

Passenger Engineers who are affected by an emergency annulment and report for work without having been previously notified not to report, will receive two (2) hours pay at the applicable rate of their positions. If Passenger Engineers work any portion of the day, they will be paid in accordance with Rule 2. Upon termination of the emergency conditions and restoration of the service, all positions and incumbents thereof will be restored to the status prevailing prior to the emergency.

RULE 9 - GUARANTEED EXTRA BOARD

- a. 1. A Passenger Engineer assigned to an extra board who is available for service during an entire weekly period or who does not lay off or miss a call will be guaranteed a money equivalent of forty (40) straight-time hours each weekly period. The term "weekly period" means a period of seven (7) consecutive days, starting with Thursday for corridor service and Wednesday for off-corridor service. The Corporation will determine the location of and the number of Passenger Engineers assigned to an extra board. Employees assigned to extra board who mark off because of a verified illness or in a personal emergency approved by their supervisor, shall have their extra board guarantee reduced on a pro rated basis of one-fifth for each day absent.⁵

NOTE: 1. Article VI - Guaranteed Extra Boards of the Mediation Case A-12290 revisions is deleted.

2. Questions and answers #4 and #5 pertaining to Rule 9 are revised accordingly.

3. The "work week" for Passenger Engineers on the extra board and the "weekly period" for extra board guarantee purposes is a period of seven (7) consecutive days, starting with Thursday.⁶

- 2. All extra board positions will be advertised with a specific relief day. Employees assigned to the extra board would submit a preference list which would remain on file until changed by the employee. Each month, the preference bids would be reviewed and

⁵ Adopted from Article VIII, Section C of the August 1, 1998 Wage and Rule Agreement.

⁶ Adopted from Letter of agreement dated August 2, 1983

adjustments made as required. Employees who had not submitted a preference bid would be assignment an available rest day by the carrier.

An employee occupying an extra board position who has not submitted a preference bid will have the rest day to which assigned considered his first preference when adjustments are to be made. The employee will retain that rest day if his seniority permits. If that day is selected by a senior engineer, the carrier will assign the employee another available rest day.

- b. Except as provided in this paragraph, Passenger Engineers assigned to an extra board will be called first in, first out, as registered on the extra board. Passenger Engineers assigned to an extra board must be qualified to work any assignments which the extra board protects.

Vacancies of five (5) or more days may be filled by the senior Passenger Engineer assigned to the extra board requesting such vacancy. A Passenger Engineer assigned to a vacancy under this paragraph will remain on the assignment for the duration of the vacancy. If such assignment results in a Passenger Engineer not being afforded his assigned rest day nor a rest day on the vacancy to which assigned, he shall be granted a rest day, consistent with the requirements of service, upon conclusion of the vacancy. Notwithstanding any other provision of this agreement, Passenger Engineers requesting to fill vacancies under this paragraph will be compensated at the straight time rate for the first eight (8) hours worked on each day of such vacancy.

- c. Passenger Engineers assigned to an extra board must register on the extra board immediately upon release from duty at the relieving point in the crew base.
- d. Passenger Engineers assigned to an extra board missing a call for an assignment for which they stand will be placed at the bottom of the extra board.
- e. Passenger Engineers assigned to an extra board deadheading to their home crew base will not be marked upon the board until actual arrival at their relieving point in the home crew base.
- f. Passenger Engineers assigned to an extra board will be called as nearly as possible two (2) hours before the time required to report for service or deadhead. Where local conditions warrant, the duly accredited representative and the designated Labor Relations officer may agree to a different calling time, subject to the approval of the General Chairman and the highest appeals officer of the Corporation.
- g. Passenger Engineers assigned to an extra board will not be called to fill vacancies unless they have sufficient rest to complete the assignment under the Hours of Service law.
- h. Passenger Engineers assigned to an extra board who are sent from their crew base to outlying points will not be required to remain there longer than one (1) week at a time. Deadhead pay will be allowed only to the first Passenger Engineer for the going trip and to the last Passenger Engineer for the returning trip.
- i. Passenger Engineers assigned to an extra board who are not called in their turn will be paid four (4) hours and will retain their place on the extra board.

- j. The Carrier will have the right to establish positions which will be combination regular/extra board assignments. Such positions will be advertised and awarded in accordance with Rule 6 with one rest day. The position will be guaranteed to money equivalent to forty (40) straight time hours per week.

NOTE: A Passenger Engineer on a combination assignment will not be called for a vacancy or extra work if it will result in the Passenger Engineer not being available for his regular assignment. It is understood the provisions of Rule 6(l) will apply. This rule is not intended to result in the reduction of regular assignments.

- k. Amtrak will have the right to establish extra boards which protect both passenger engineer and assistant passenger engineer vacancies. Employees on the extra board shall be paid at the rate applicable to the position occupied. Employees assigned to such boards will be guaranteed the money equivalent of 40 straight-time hours at the assistant passenger engineer rate of pay subject to the conditions of Rule 9(a) of the passenger engineer rules agreement.

NOTE: Employees on the passenger engineer roster as of May 29, 1992, who are assigned to a common engine service extra board pursuant to this Article V will be guaranteed the money equivalent of 40 straight-time hours at the passenger engineer rate of pay subject to the conditions of Rule 9(a) of the passenger engineer rules agreement.

RULE 10 - DEADHEADING

- a. Deadheading and service may be combined in any manner that traffic conditions require, and when so combined, will be paid actual hours on a continuous time basis, with not less than eight (8) hours for the combined deadheading and service.
- b. 1. When deadheading is paid for separately and apart from service, actual time consumed with a minimum of eight (8) hours will be allowed.
2. For new employees when deadheading is paid for separate and apart from service, compensation on a minute basis, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed. However, if service after deadheading to a crew base other than the employee's home crew base does not begin within sixteen (16) hours after completion of deadhead, a minimum of a basic day at such rate will be paid. If deadheading from service at a crew base other than the employee's home crew base does not commence within sixteen (16) hours of completion of service, a minimum of a basic day at such rate will be paid. A minimum of a basic day also will be allowed where two (2) separate deadhead trips, the second of which is out of a crew base other than the home crew base, are made with no intervening service performed. Non-service payments such as held-away-from-home crew base allowance will count toward the minimum of a basic day provided in this paragraph. Deadheading will not be paid where not paid under existing rules.

NOTE: The existing paragraph (b) of Rule 10 is modified to read as b(1) and will continue to apply to all employees whose seniority in train or engine service

precedes the date of this Agreement, including applicants for Amtrak employment in the respective Off-Corridor work zone application pools for the train and engine service crafts. In addition, this Article will not apply to train and engine service employees hired from other railroads in future assumptions of service.

- c. Passenger Engineers are not entitled to deadhead pay for traveling from one point to another in exercising seniority.
- d. Passenger Engineers will be notified at the time called whether deadheading will be combined with service or separate, and the proper officer of the Corporation will mark their time slips accordingly. If not so notified, paragraph “b” will apply.

RULE 11 - DEFERRED STARTING TIME

Where Passenger Engineers normally report for duty without being called, and it is desired on any day to defer the reporting time, at least two (2) hours' advance notice will be given before the usual reporting time of the assignment. The advance notice will specify the new reporting time, and the Passenger Engineers' trip or tour of duty will not begin until that time. If not so notified, the reporting time will be as provided in the assignment. A Passenger Engineer may have his starting time deferred only once for each trip or tour of duty.

RULE 12 - LAYING OFF/REPORTING

- a. Regularly assigned Passenger Engineers laying off due to sickness must notify the appropriate official as soon as possible. Passenger Engineers who desire to lay off for personal reasons may do so when such absence is authorized in advance by the proper officer of the Corporation.
- b. A regularly assigned Passenger Engineer who has laid off will mark up for his regular assignment not less than three (3) hours in advance of the reporting time.

RULE 13 - CALLS

- a. 1. Passenger Engineers called, or required to report without being called, and released without having performed service will be paid for actual time held with a minimum of four (4) hours and, in the case of Passenger Engineers assigned to an extra board, will remain first out on the extra board; if held over four (4) hours and released without having performed service, they will be paid eight (8) hours and, in the case of Passenger Engineers assigned to an extra board, will be placed at the bottom of the extra board.
- 2. A regular assigned employee who is displaced from his assignment and no attempt was made to notify such employee at least three (3) hours prior to reporting time of his assignment and such employee reports for the assignment without being notified and is not permitted to work, the displaced employee will be allowed the earnings of the assignment from which displaced less any other earnings made on such calendar day. In the application of this Rule, an employee may not physically displace onto an assignment less than six (6) hours prior to reporting time of the assignment.

- b. Passenger Engineers who are called in an emergency situation after having already - performed compensated service on the day involved will be paid for the actual time worked at the time and one-half rate, with a minimum of two (2) hours.

NOTE: The term emergency as used in this paragraph is defined as a situation that:

1. Involves or may cause delay to traffic because all tracks are blocked;
 2. Involves delay to a passenger train or trains.
 3. Involves violation of laws or local ordinances.
 4. Involves injury to persons requiring prompt treatment or removal to hospital.
- c. If a Passenger Engineer on a regular assignment in the Off-Corridor service is called in an emergency situation on a day which he is not scheduled to work nor being held at other than his home crew base, he will be paid for actual time worked at the time and one-half rate, with a minimum of eight (8) hours, provided he works all the hours of his regular assignment in the same work week, unless unable due to the emergency call.

RULE 14 - CUTOFF UNDER HOURS OF SERVICE

- a. Passenger Engineers will not be released from duty before arriving at their advertised crew base or turnaround point, unless it is apparent that the trip cannot be completed under the laws limiting the hours on duty. Passenger Engineers will be released from duty under this Rule only upon instructions from the proper officer of the Corporation.
- b. Passenger Engineers will not be cut off for rest pursuant to this Rule, except at locations where food and lodging are available. In such cases, the Passenger Engineers will be covered by Rule 15 - Expenses Away From Home.
- c. Passenger Engineers cut off under the law limiting the hours on duty who then deadhead into their crew base or turnaround point will be paid continuous time until released at their relieving point.
- d. Passenger Engineers cut off between crew bases under the law limiting the hours on duty will again be considered on duty and under pay immediately after expiration of the legal rest period.

RULE 15 - EXPENSES AWAY FROM HOME

- a. When a Passenger Engineer is released from duty at a location other than the designated crew base of the assignment for more than four (4) hours, he will be provided suitable lodging at the Corporation's expense and will receive a meal allowance of \$6. A second allowance of \$6 will be provided after being held an additional eight (8) hours.
- b. Passenger Engineers assigned to an extra board will be provided with lodging and meal allowance in accordance with the provisions of this Rule when they are released from duty at other than their assigned crew base.
- c. Passenger Engineers called from the extra board to fill vacancies at outlying points will be provided lodging and meal allowance in accordance with the provisions of this Rule at the

outlying point in the same manner as if held at a point other than their assigned crew base, subject to the following conditions:

1. An "outlying point" is one which is outside the crew base territory of the extra board from which they are called.
2. Suitable lodging will be provided when Passenger Engineers assigned to an extra board are held at the outlying point for more than one tour of duty.

RULE 16 - TRAINING, QUALIFYING AND EXAMINATIONS

- a. Passenger Engineers will be required to attend training classes and take examinations connected with their duties. Examinations may be written or oral and include physical examinations, territorial qualification examinations and service examinations (on the Operating Rules, Safety Rules, air brake and other equipment rules).
- b. Subject to the exceptions listed below, Passenger Engineers required to attend a training class or an examination will be compensated for the time engaged in such training or examination. If requested to lose time, Passenger Engineers will be paid an amount not less than they would have earned on the assignment they would have worked. If no time is lost, compensation will be for the actual time consumed in such training class or examinations, at the straight-time hourly rate, with a minimum of eight (8) hours.

Exceptions:

1. Any qualification examinations or familiarization trips necessary in the voluntary exercise of seniority.
 2. Physical examinations, including vision and hearing examinations.
 3. Territorial qualification examinations, except as provided in paragraph "c" of this Rule.
- c. Passenger Engineers who are instructed to qualify or who are force-assigned to a crew base, regular assignment or extra board where it is necessary to qualify will be compensated for such qualifying. If required to lose time, Passenger Engineers will be paid an amount not less than they would have earned on the assignment they would have worked. If no time is lost, compensation will be for the actual time consumed in qualifying, at the straight-time hourly rate, with a minimum of eight (8) hours.
 - d. To the extent practicable and except as provided in paragraph "c" of this Rule, the Corporation will schedule territorial qualification examinations so that Passenger Engineers may arrange to take them without loss of time. Unless otherwise specified by the Corporation, Passenger Engineers will arrange to schedule their own physical examinations.

NOTE: Also, see letter #1 dated 6/2/88, which states:

“In the event the carrier establishes assignments over new territory, the employees who are originally awarded positions on such new assignments and employees assigned at that time to the extra board protecting such assignments will be compensated for qualifying over the new territory in accordance with Rule 16 (c).

It was also understood that such payment will only be made for the number of days which the carrier deems necessary to obtain the territorial qualification.”

- e.⁷ Displaced Passenger Engineers unable to hold a position for which they are not or were not previously qualified will be compensated at the Passenger Engineer straight-time hourly rate of pay, with a minimum of eight (8) hours, for each day spent qualifying for the position to which they exercise their seniority. Passenger Engineers paid under this paragraph will be required to remain in the same geographic territory for a period of six (6) months from the date of qualification, so long as they can hold a position in said geographic territory.

RULE 17 - ATTENDING COURT OR CORONER'S INQUEST

- a. Regular Passenger Engineers attending court or inquest or giving a deposition or stenographic statement in connection with other legal proceedings as a witness on behalf of the Corporation at the direction of a proper officer of the Corporation will be paid for the time actually lost on their assignments. Necessary reasonable expenses, including travel expenses, will be paid when away from home.
- b. A Passenger Engineer assigned to an extra board attending court or inquest, or giving a deposition or stenographic statement in connection with other legal proceedings as a witness on behalf of the Corporation at the direction of a proper officer of the Corporation will be paid for the time actually lost on their assignments. Necessary reasonable expenses, including travel expenses, will be paid when away from home.
- c. Passenger Engineers attending court or inquest as a witness on behalf of the Corporation or giving a deposition or stenographic statement in connection with other legal proceedings at the direction of a proper officer of the Corporation, when no time is lost, will be paid actual time consumed, with a minimum of eight (8) hours. Necessary reasonable expenses, including travel expenses, will be paid when away from home, and Passenger Engineers assigned to an extra board will hold their same relative standing on the crew board.
- d. No deadhead payment will be made to Passenger Engineers for any traveling necessary to their attendance at court or inquest.
- e. Witness fees and mileage allowance will be remitted to the Corporation.

RULE 18 - BEREAVEMENT LEAVE

Bereavement leave will be allowed in case of the death of a Passenger Engineer's brother, sister, parent, child, spouse or spouse's parent, not in excess of three (3) calendar days following the date of death. In such cases, eight (8) hours' pay will be allowed for each work day lost during bereavement leave. Passenger Engineers involved will make provision for taking leave with their supervisor in the usual manner. Agreed to questions and answers to the National Agreements where applicable, are made a part of this Rule and are attached as Supplement 1 to this Agreement.

⁷ Adopted from Article VIII, Section F of the August 1, 1998 Wage and Rule Agreement

RULE 19 - JURY DUTY

When Passenger Engineers are summoned for jury duty and are required to lose time from their assignments, they will be paid for actual time lost with a maximum of eight (8) hours' pay for each calendar day lost. From this amount will be deducted the amount allowed for jury service for each such day, except allowances paid by the court for meals, lodging or transportation. These payments are subject to the following requirements and limitations:

1. A Passenger Engineer must furnish the Corporation with a statement from the court of jury allowances paid and the days on which jury duty was performed.
2. The number of days for which jury duty pay will be paid is limited to a maximum of sixty (60) days in any calendar year.
3. No jury duty pay will be allowed for any day the Passenger Engineer is entitled to vacation. Agreed to questions and answers to the National Agreements where applicable are made a part of this Rule and are attached as Supplement 2 to this Agreement.

RULE 20 - TIME LIMIT ON CLAIMS

- a. A claim for compensation alleged to be due may be made only by a claimant or, on his behalf, by a duly accredited representative. No later than sixty (60) days from the date of the occurrence on which the claim is based, a claimant or his duly accredited representative must submit two (2) timeslips alleging the claim to the officer of the Corporation designated to receive timeslips. The representative of the Corporation who receives the timeslips from the claimant or from his duly accredited representative must acknowledge receipt of the timeslips by signing and dating them, and return the duplicate copy to the claimant or his duly accredited representative. If not presented in the manner outlined in this paragraph, a claim will not be entertained or allowed, but improper handling of one (1) claim will not invalidate other claims of a like or similar nature. No monetary claim will be valid, unless the claimant was available, qualified, and entitled to perform the work.
- b. If a claimant is absent because of sickness, temporary disability, leave of absence, vacation or suspension, the sixty- (60) day time limit will be extended by the number of days the claimant is absent.
- c. To file a claim, a claimant or his duly accredited representative will be required to furnish sufficient information on the time slip to identify the basis of the claim, such as:
 1. Name, occupation, employee number, division.
 2. Train symbol or job number and engine number(s).
 3. On and off duty time.
 4. Date and time of day work performed.
 5. Location and details of work performed for which claim is filed.
 6. Upon whose orders work was performed.
 7. Description of instructions issued to have such work performed.
 8. Claim being made, rule if known, and reason supporting claim.

- d. When a claim for compensation alleged to be due is not allowed, or should payment be made for less than the full amount claimed, the claimant will be informed of the decision and reasons for it, in writing, within sixty (60) days from the date that claim is received. When the claimant is not so notified, the claim will be allowed, but such payment will not validate any other such claims, nor will such payment establish any precedent.
- e. A claim for compensation, properly submitted, which has been denied, will be considered closed unless the Local Chairman, within sixty (60) days from the date of denial, lists the claim in writing for discussion with the designated Labor Relations officer. When a claim for compensation is denied following such discussion, the Labor Relations officer will notify the Local Chairman in writing within sixty (60) days from the date of such discussion. When not so notified, the claim will be allowed as presented, but such payment will not validate any other such claims nor will such payment establish any precedent.
- f. A claim for compensation denied in accordance with paragraph “e” above, will be considered closed unless, within sixty (60) days from the date of the denial, the Local Chairman presents a written request to the Labor Relations officer for a Joint submission.

A Joint Submission will consist of a Subject which will be the claim as submitted to the Labor Relations officer, a Joint Statement of Agreed Upon Facts, a Position of Employees, and a Position of the Corporation.

If the parties are unable to agree upon a Joint Statement of Agreed Upon Facts, the Local Chairman may progress the claim as an Ex Parte Submission. An Ex Parte Submission will consist of a Subject which will be the claim as submitted to the Labor Relations officer, a Statement of Facts, and a Position of the Employees.

- g. 1. When a Local Chairman makes a request for a Joint Submission, he will prepare a proposed Joint Statement of Facts together with the Position of the Employees and submit it to the Labor Relations officer. If the proposed Joint Statement of Facts meets with the approval of the Labor Relations officer, the Labor Relations officer will complete the Joint Submission within sixty (60) days from the date of receipt of the proposed Joint Statement of Agreed Upon Facts, by including the Position of the Corporation. Three copies of the completed Joint Submission will be furnished to the Local Chairman. Failure to complete the Joint Submission within the time limit set forth, the specific claim will be allowed as presented, but such payment will not validate any other such claims nor will such payment establish any precedent.
- 2. If the proposed Joint Submission of Facts does not meet with the approval of the Labor Relations officer, the Labor Relations officer will submit a revised proposed Joint Submission of Agreed Upon Facts to the Local Chairman. If the Local Chairman agrees with the revised proposed Joint Submission of Facts, he will notify the Labor Relations officer accordingly. The Labor Relations officer will complete the Joint Submission within sixty (60) days from the date of receipt of the approval of the Joint Submission of Agreed Upon Facts, by including the Position of the Corporation, and furnish three copies of the completed Joint Submission to the Local Chairman. Failure to complete the Joint Submission within the time set forth, the specific claim will be allowed as

presented, but such payment will not validate any other such claims nor will such payment establish any precedent.

3. If the Local Chairman does not agree with the proposed revised Statement of Facts submitted to him by the Labor Relations officer and the claim is to be progressed as an Ex Parte Submission, the Local Chairman will so notify the Labor Relations officer in writing within fifteen (15) days from the date the Labor Relations officer forwarded the proposed revised Statement of Facts to the Local Chairman. The Local Chairman will complete and submit three copies of the Ex Parte Submission to the Labor Relations officer within thirty (30) days from the date of his notification to the Labor Relations officer of his intent to progress an Ex Parte Submission. Failure to complete the Ex Parte Submission within the time limit set forth herein, the claim will be considered closed.
- h. The General Chairman will have sixty (60) days from the date on which the Joint Submission or Ex Parte Submission is completed in which to list the claim, in writing, with the highest appeals officer, for discussion. If the claim is not listed within sixty (60) days from the date the submission is completed, the claim will be considered closed.

When a claim for compensation properly progressed in accordance with this Rule is not allowed following discussion between the General Chairman and the highest appeals officer, the highest appeals officer will notify the General Chairman of his decision, in writing, within ninety (90) days from the date of such discussions. When not so notified, the claim will be allowed as presented, but such payment will not validate any other such claims nor will such payment establish any precedent.

- i. The decision of the highest officer of the Corporation designed to handle claims will be final and binding unless, within six (6) months after the date of that decision, the officer is notified in writing that his decision is not accepted. In the event of such notification, the claim will become invalid unless, within one (1) year from the date of the Corporation's decision, the claims are disposed of on the property or submitted to a tribunal having jurisdiction pursuant to law or agreement, unless the parties mutually agree to other proceedings for final disposition of said claims.
- j. The time limit provisions in this Rule may be extended at any level of handling in any particular case by mutual consent of the duly authorized officer of the Corporation or representative of the Organization.
- k. The time limits set forth herein do not apply in discipline cases.

RULE 21 - DISCIPLINE AND INVESTIGATION

- a. Except as provided in paragraph "c", no Passenger Engineer will be disciplined, suspended or dismissed from the service until a fair and impartial formal investigation has been conducted by an authorized Corporation officer.
- b. 1. Except when a serious act or occurrence is involved, a Passenger Engineer will not be held out of service in disciplinary matters before a formal investigation is conducted. A serious act or occurrence is defined as: Rule "G", Insubordination, Extreme Negligence, Stealing.

2. If a Passenger Engineer is held out of service before a formal investigation for other than a serious act or occurrence, he will be paid for what he would have earned on his assignment had he not been held out of service beginning with the day he is taken out of service and ending with the date the decision is rendered or he is returned to service, excluding the day of the formal investigation, whether or not he is disciplined. Holding a Passenger Engineer out of service before a formal investigation or paying him for being out of service for less than a serious act or occurrence is not prejudging him.
- c. Formal investigations, except those involving a serious act or occurrence, may be dispensed with should the Passenger Engineer involved and/or the duly accredited representative and an authorized officer of the Corporation, through informal handling, be able to resolve the matter to their mutual interests. Requests for informal handling must be made at least twenty-four (24) hours before a formal investigation is scheduled to begin. No formal transcript, statement, or recording will be taken at the informal handling. When a case is handled informally and the matter of responsibility and discipline to be assessed, if any, is resolved, no formal investigation will be required. A written notice of the discipline assessed and the reason therefor will be issued to the Passenger Engineer responsible, with a copy to the duly accredited representative if he participated in the informal handling, at the conclusion of the informal handling. Discipline matters resolved in accordance with this paragraph are final and binding.
- d. 1. A Passenger Engineer directed to attend a formal investigation to determine his responsibility, if any, in connection with an act or occurrence will be notified in writing within seven (7) days from the date of the act or occurrence or in cases involving stealing or criminal offense within seven (7) days from the date the Corporation becomes aware of such act or occurrence. The notice will contain:
 - A. The time, date and location where the formal investigation will be held.
 - B. The date, approximate time and the location of the act or occurrence.
 - C. A description of the act or occurrence which is the subject of the investigation and rules which may be involved.
 - D. A statement that he may be represented by his duly accredited representative.
 - E. The identity of witnesses directed by the Corporation to attend.
2. When a letter of complaint against a Passenger Engineer is the basis for requiring him to attend the formal investigation, the Passenger Engineer will be furnished a copy of the written complaint together with the written notice for him to attend the investigation.
- e. 1. The investigation must be scheduled to begin within seven (7) days from the date the Passenger Engineer received notice of the investigation.
2. A Passenger Engineer who may be subject to discipline will have the right to have present desired witnesses who have knowledge of the act or occurrence, to present testimony, and the Corporation will order employee witnesses to be in attendance.

3. The time limit is subject to the availability of the principal(s) involved and witness(es) to attend the formal investigation and may, by written notice to the Passenger Engineer involved, be extended by the equivalent amount of time the principal(s) involved or necessary witness(es) are off duty due to sickness, temporary disability, discipline, leave of absence or vacation.

When a Passenger Engineer is being held out of service for a serious act or occurrence pending the investigation and other principal(s) or witness(es) are not available for the reasons cited, he may request commencement of the investigation. If either the Passenger Engineer or the Corporation officer is of the opinion that the testimony of the unavailable principal(s) or witness(es) is necessary for the final determination of the facts and discipline has been assessed against the Passenger Engineer as a result of the investigation, such discipline will be reviewed when the testimony of the missing principal(s) or witness(es) is available.

4. When a formal investigation is not scheduled to begin within the time limit as set forth in this Rule, no discipline will be assessed against the Passenger Engineer.
5. A Passenger Engineer who may be subject to discipline and his duly accredited representative will have the right to be present during the entire investigation. Witnesses may be examined separately but those whose testimony conflicts will be brought together.
- f. When a Passenger Engineer is assessed discipline, a true copy of the investigation record will be given to the Passenger Engineer and to his duly accredited representative with the notice of discipline.
- g.
 1. If discipline is to be imposed following a formal investigation, the Passenger Engineer to be disciplined will be given a written notice of the decision within ten (10) days of the date the formal investigation is completed, and at least fifteen (15) days prior to the date on which the discipline is to become effective, except that in cases involving serious acts or occurrences, discipline may be effective at any time.
 2. When a Passenger Engineer is required to perform service during a period of suspension, the balance of said suspension will be eliminated.
- h.
 1. When a Passenger Engineer or his duly accredited representative considers the discipline imposed unjust and has appealed the case in writing to the Labor Relations officer having jurisdiction within fifteen (15) days of the date the Passenger Engineer is notified of the discipline, the Passenger Engineer will be given an appeal hearing. Dismissal cases involving claims for time lost will be handled in accordance with the provisions of paragraph "k."
 2. The hearing on an appeal, if requested, will be granted within fifteen (15) days of the Labor Relations officer's receipt of the request for an appeal hearing.
 3. Except when discipline assessed is dismissal, or when a Passenger Engineer has been held out of service under paragraph "b" and assessed discipline, this appeal will act as a

stay in imposing the discipline until after the Passenger Engineer has been given an appeal hearing.

4. At appeal hearings, a Passenger Engineer may, if he desires to be represented at such hearings, be accompanied by his duly accredited representative.
 5. The Labor Relations officer having jurisdiction will advise the Passenger Engineer of the decision, in writing at the conclusion of the appeal hearing, with a copy to the duly accredited representative. If the decision is to the effect that the discipline will be imposed, either in whole or for a reduced period, the stay referred to in paragraph "h3" will be lifted, and the discipline will be effective on the day following the day of the appeal hearing.
- i. If a decision rendered by the Labor Relations officer is to be appealed, the General Chairman must, within sixty (60) days after the date the decision is rendered by the Labor Relations officer, make an appeal in writing to the highest appeals officer of the Corporation requesting either that he be given a written response or that the case be held in abeyance pending discussion in conference with the highest appeals officer of the Corporation. When a written response is requested, the highest appeals officer of the Corporation will give written notification of his decision to the General Chairman within sixty (60) days after the date of his receipt of the appeal. When a request is made for the case to be held in abeyance pending discussion in conference, the conference will be arranged within sixty (60) days after the highest officer of the Corporation receives the request for a conference. The highest appeals officer of the Corporation will give written notification of his decision to the General Chairman within sixty (60) days after the date of the conference.
 - j. The decision of the highest appeals officer of the Corporation will be final and binding unless, within sixty (60) days after the date of the written decision, that officer is notified in writing that his decision is not accepted. In the event of such notification, the decision on a case involving other than dismissal is still final and binding, unless the case is submitted to a tribunal having jurisdiction pursuant to law within one (1) year computed from the date the decision was rendered.

EXPEDITED PROCEDURE FOR HANDLING DISMISSAL CASES.

- k. 1. When a Passenger Engineer is dismissed, his case may be given expedited handling by his General Chairman to a Special Board of Adjustment, which will meet in Philadelphia, PA, and be composed of three members:
 - A. A representative of the Brotherhood of Locomotive Engineers.
 - B. The highest appeals officer of the Corporation or his designated representative.
 - C. A neutral member selected by the parties.

In the event the parties are unable to agree upon a neutral member, they will request the National Mediation Board to appoint a neutral. Such Special Board will be established pursuant to Public Law 89-456 89th Congress, H. R. 706 June 20, 1966, within thirty (30) days of the effective date of this Agreement.

2. Before invoking the services of the Special Board of Adjustment, the General Chairman must, within thirty (30) days after the date of a notice of dismissal, appeal the case in writing directly to the highest appeals officer of the Corporation.
 3. In the written appeal, the General Chairman should either request a conference or waive the conference and request a written decision. When a conference is requested, a meeting date will be arranged as promptly as possible but not later than thirty (30) days after the highest appeals officer of the Corporation receives the request. The highest appeals officer will render a decision in writing to the General Chairman as promptly as possible, but no later than fifteen (15) days after the date the case is discussed in conference. When a written decision is requested, the highest appeals officer of the Corporation will render a decision in writing to the General Chairman as promptly as possible, but not later than (30) days after the date the appeal is received.
 4. The decision of the highest appeals officer of the Corporation will be final and binding unless, within thirty (30) days after the date the General Chairman receives the decision, the General Chairman notifies the highest appeals officer of the Corporation in writing of his desire to submit the case to the Special board of Adjustment. After the highest appeals officer of the Corporation receives such notification, the Board will be convened as promptly as possible. The Board will render a final and binding decision as promptly as possible, but not later than 30 days after the case is presented before the Board.
 5. Claim for time lost will be waived in any dismissal case which the Organization does not progress under the Expedited Procedure for Handling Dismissal Cases. This will not preclude the Organization for progressing such a case to a tribunal having jurisdiction pursuant to law without regard to any time limits in this Rule. The progress of such a case will not be considered a request for leniency.
- l. 1. Time limits provided for in this Rule may be extended or waived by agreement in writing between the applicable officer of the Corporation and the Passenger Engineer's General Chairman of duly accredited representative.
 2. If discipline assessed is not appealed within the time limits set forth in this Rule or as extended, the decision will be considered final, except as provided in paragraph "k5". If the decision on the appeal is not rendered within the time limits set forth in this Rule or as extended, the discipline assessed will be expunged.
- m. When notification in writing is required, personal delivery or proof of mailing within the specific time limit will be considered proper notification.

RULE 22 - LEAVE OF ABSENCE

- a. Passenger Engineers must request written leave of absence when they are to be off duty for more than thirty (30) consecutive days.
- b. A written leave of absence without impairment of seniority will be granted upon request to a Passenger Engineer for the following reasons:
 1. To accept an official position with the Corporation or related national railroad agencies.

2. To perform union committee work or to accept a full-time union position with Brotherhood of Locomotive Engineers.
 3. To accept an elective or appointive public office for which a competitive examination is not required.
 4. To accept an appointive public office for which a competitive examination is required, if such public office is related to railroad work.
- c. Upon request, a Passenger Engineer will be granted a written leave of absence to perform military service in accordance with current applicable reemployment statutes.
 - d. A Passenger Engineer granted a leave of absence in accordance with paragraph "b1" or "2" will be granted the leave of absence for the duration of the assignment.
 - e. A request for a leave of absence for reasons other than those outlined in paragraphs "b" and "c" may be granted upon agreement between the highest appeals officer of the Corporation and the General Chairman.
 - f. A request for a leave of absence or for an extension must be made in writing to the highest appeals officer of the Corporation, with a copy to the General Chairman.
 - g. Except as set forth in paragraphs "c" and "d", no leave of absence or extension thereof will exceed one (1) year.
 - h. A Passenger Engineer who fails to report for duty within fifteen (15) days after the expiration of an authorized leave of absence or an extension thereof or fails to furnish satisfactory reason for not doing so will have his seniority terminated and record closed. A Passenger Engineer whose seniority has been terminated may, through the General Chairman, appeal such termination to the highest appeals officer within thirty (30) days of the notice of termination.
 - i. A Passenger Engineer granted a leave of absence under paragraph "b1" or "2" will be required to return to duty in the craft within sixty (60) days after being relieved of his assignment, or he will be subject to conditions set forth in paragraph "h".
 - j. A Passenger Engineer who absents himself without a written authorized leave of absence, as provided in this Rule, will have his seniority terminated.
 - k. A leave of absence is not required when a Passenger Engineer is unable to perform service for the Corporation due to a bona fide sickness or injury.
 - l. A Passenger Engineer on an authorized leave of absence who engages in other employment not provided for in the authorized leave of absence will forfeit all his seniority.

RULE 23

not included (compulsory retirement)

Left blank intentionally.

RULE 24 - APPROVAL OF APPLICATION

- a. Applications for employment will be rejected within 90 calendar days after seniority date is established, or applicant will be considered accepted. Applications rejected by the Corporation must be declined in writing to the applicant.
- b. A Passenger Engineer who has been accepted for employment in accordance with paragraph "a" will not be terminated or disciplined by the Corporation for furnishing incorrect information in connection with an application for employment or for withholding information therefrom, unless the information involved was of such a nature that the Passenger Engineer would not have been hired if the Corporation had timely knowledge of it.

RULE 25 - PHYSICAL RE-EXAMINATION

- a. Passenger Engineers will be subject to periodic medical examination in accordance with Corporation policy.
- b. When it is obvious that a Passenger Engineer is medically (physically or mentally) impaired in a way that affects his service, the Corporation may hold that Passenger Engineer out of service pending the outcome of a medical examination. Passenger Engineers held out of service by the Corporation because they are medically unable to perform service may have an examination by a doctor of their own choosing without expense to the Corporation. In case of disagreement on the Passenger Engineer's fitness to work, the two (2) doctors will select a third doctor who is a specialist in the medical area involved, and the decision of the majority of the three as to the Passenger Engineer's fitness will be final. The expense of the third doctor will be shared equally by the parties. If it is determined that the Passenger Engineer's condition does not warrant being held out of service, such Passenger Engineer will be returned to service, and if it is determined that the Passenger Engineer was medically fit to perform service at the time he was held out of service, the Passenger Engineer will be paid for all time lost.
- c. A Passenger Engineer who has accepted medical disqualification or who was found to be properly disqualified by a neutral physician may, if there has been a change in his medical condition as evidenced by a report of his personal physician, request a reexamination. There will be no claim for time lost in such case, unless the Corporation refuses to grant the reexamination or there is unreasonable delay in applying the terms of this paragraph.
- d. Where an indoor test discloses a deficiency of vision, color perception or hearing, the Passenger Engineer will, on request, be granted a field test, the result of which will determine his physical qualification for service. In case of a failure to pass a vision test when examined without corrective lenses, the Passenger Engineer will be given the opportunity for a reexamination with corrective lenses.

RULE 26 - LOCKER FACILITIES

Locker, toilet and lavatory facilities will be provided and maintained at crew bases where Passenger Engineers go on and off duty.

RULE 27 - VACATION

The National Vacation Agreement of April 29, 1949, as amended, will apply to employees covered by this Agreement. The parties will make such modifications to the provisions of the National Vacation Agreement as are necessary to conform to the basis of pay established in Rule 2.

RULE 28 - HEALTH AND WELFARE BENEFITS

It is agreed that the benefit levels and other health and welfare provisions, including, but not limited to, those relating to eligibility, delivery of medical services, cost-sharing, and cost containment, in the 1988 round of negotiations between the National Carriers' Conference Committee and the signatory organization will be applicable to this agreement except as provided below.

It is further understood that, notwithstanding those provisions, Amtrak reserves its right consistent with the Award of Special Board of Adjustment No. 1029 and consistent with the jointness principles, Attachment "A," that Amtrak may, with ninety (90) days notice to the union, pull out of GA-23000 and/or GA-46000, and select a substitute insurer or self-insured system, provided that the benefit levels thereunder are not changed from those agreed to in those national negotiations (unless changed by future collective bargaining between Amtrak and the BLE). Amtrak need not wait for final completion of the joint administrative and trust details before making the conversion.

It is further agreed that Amtrak employees will contribute an amount towards health care costs equal to the amount paid by employees under the national settlement. However, should Amtrak change insurance carrier from that of the national agreement, the amount of employee contribution for the cost of health care will be proportionately reduced based on any comparative reduction of premiums achieved by Amtrak due to such a change. It is understood that there will be no increase in employee contributions beyond the amount provided under the national settlement, in the event that Amtrak changes insurance carriers.

RULE 29 - UNION SHOP

- a. Subject to the terms and conditions below, all Passenger Engineers will, as a condition of their continued employment, hold or acquire union membership in any one of the labor organizations, national in scope, organized in accordance with the Railway Labor Act, and admitting Passenger Engineers to membership. Nothing herein will prevent any Passenger Engineer from changing union membership from one organization to another organization admitting Passenger Engineers to membership.
- b. Passenger Engineers will join any one of the labor organizations, described in paragraph "a" of this Rule, within sixty (60) calendar days of the date on which they complete thirty (30) days of compensated service as Passenger Engineers within twelve (12) consecutive calendar months, and will retain such membership during the time they are employed as Passenger Engineers, except as otherwise provided herein.

- c. When Passenger Engineers are regularly assigned to official or subordinate official positions or are transferred to regular assignments in another craft, they will not be compelled to maintain membership as provided herein, but may do so at their own option.
- d. Nothing herein will require a Passenger Engineer to become or remain a member of the Brotherhood of Locomotive Engineers if membership is not available to him upon the same terms and conditions as apply to any other member, or if his membership is denied or terminated for any reason other than his failure to tender the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. The dues, initiation fees and assessments referred to herein mean indebtedness accruing for these items.
- e. The Brotherhood of Locomotive Engineers will keep account of Passenger Engineers and will independently ascertain whether they comply with union membership requirements.
- f. The General Chairman of the Brotherhood of Locomotive Engineers will notify the appropriate Labor Relations officer in writing of any Passenger Engineer whose employment he requests be terminated because of the Passenger Engineer's failure to comply with union membership requirements. Upon receipt of such notice and request, the Corporation will, as promptly as possible but within 10 calendar days of such receipt, notify the Passenger Engineer concerned in writing by registered or certified mail, return receipt requested, send to his last known address, or send by receipted personal delivery, that he is charged with failure to comply with the union membership requirements. A copy of the notice will be given to the General Chairman. Any Passenger Engineer so notified who disputes the charge that he has failed to comply with union membership requirements will, within ten (10) calendar days from the date of such notice, request the Corporation in writing to accord him a formal hearing. Such a request will be honored by the Corporation and a date set for the formal hearing as soon as possible, but within ten (10) calendar days of the date of the receipt of the request. A copy of the notice of such formal hearing will be given to the General Chairman. The receipt by the Corporation of a request for a hearing will stay action on the request by the General Chairman for termination of the Passenger Engineer's employment until the formal hearing is held and the final decision is rendered. If the Passenger Engineer concerned fails to request a formal hearing as provided for herein, the Corporation will proceed to terminate his employment at the end of thirty (30) calendar days from receipt of the request from the General Chairman, unless the Corporation and the Brotherhood of Locomotive Engineers agree otherwise in writing.
- g. The Corporation will determine on the basis of evidence produced at the formal hearing whether or not the Passenger Engineer has complied with the union membership requirements, and will render a decision accordingly. Such a decision will be rendered within ten (10) calendar days of the hearing date, and the Passenger Engineer and the General Chairman will be promptly notified. A transcript of the hearing will be furnished to the General Chairman. If the decision is that the Passenger Engineer has not complied with union membership requirements, his employment as a Passenger Engineer will be terminated within ten (10) calendar days of the date of the decision, unless the Corporation and the Brotherhood of Locomotive Engineers agree otherwise in writing. If the decision of the Corporation is not satisfactory to the Passenger Engineer or to the Brotherhood of Locomotive Engineers, it may be appealed in writing directly to the highest officer of the

Corporation designated to handle appeals. Such appeal must be received within ten (10) calendar days of the date of decision appealed from, and the decision on such an appeal will be rendered within twenty (20) calendar days of the date the appeal is received. The decision by the highest appeals officer of the Corporation designated to handle appeals will be final and binding unless, within thirty (30) calendar days thereafter, the Corporation is notified in writing that the decision is unsatisfactory, and in such event, the dispute may be submitted to a tribunal having jurisdiction within six (6) months of the date of such decision. A representative of the Brotherhood of Locomotive Engineers will have the right to be present at and participate in any hearing which involves the Brotherhood of Locomotive Engineers.

- h. The discipline rule will not apply to union membership requirement cases.
- i. Nothing herein will be used as a basis for time or money claims against the Corporation.

RULE 30 - DUES DEDUCTION

- a. Subject to the conditions herein set forth, the Corporation will withhold and deduct from wages due Passenger Engineers represented by the Brotherhood of Locomotive Engineers amounts equal to periodic dues, assessments and insurance premiums (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Brotherhood of Locomotive Engineers.
- b. No such deduction will be made except from the wages of a Passenger Engineer who has executed and furnished to the Corporation a written assignment, in the manner and form herein provided, of such periodic dues, assessments and insurance premiums. Such assignment will be on the form specified in Attachment "A" and will, in accordance with its terms, be irrevocable for one (1) year from the date of its execution.
- c. Deductions as provided for herein will be made by the Corporation in accordance with a deduction list furnished by the Treasurer of the Local Division of the Brotherhood of Locomotive Engineers in the form specified in Attachment "B", which may be changed by the Corporation as conditions require. Such list will be furnished to the Director, Payroll Operations, separately for each Local Division. Thereafter, a list containing any additions or deletions of names, or changes in amount, will be so furnished to the Corporation on or before the 20th day preceding the month in which the deduction will be made.
- d. Deductions as provided for herein will be made monthly by the Corporation from wages due Passenger Engineers for the first biweekly pay period (or corresponding period for those paid on a weekly basis) which ends in each calendar month, and the Corporation will pay, by draft, to the order of the Treasurer of the Local Division of the Brotherhood of Locomotive Engineers, the total amount of such deductions, on or before the 10th day of the month following the month in which such deductions are made. With said draft, the Corporation will forward to the said Treasurer of the Local Division of the Brotherhood of Locomotive Engineers a list setting forth any scheduled deductions which were not made.
- e. No deduction will be made from the wages of any Passenger Engineer who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance herewith, after all deductions for the following purposes have been made:

1. Federal, State, and Municipal Taxes;
 2. Other deductions required by law, such as garnishment and attachments;
 3. Amounts due Corporation.
- f. Responsibility of the Corporation will be limited to remitting to the Brotherhood of Locomotive Engineers amounts actually deducted from the wages of Passenger Engineers as outlined herein, and the Corporation will not be responsible financially or otherwise for failure to make proper deductions. Any question arising as to the correctness of the amount deducted will be handled between the Passenger Engineer involved and the Brotherhood of Locomotive Engineers, and any complaints against the Corporation in connection therewith will be handled by the Brotherhood of Locomotive Engineers on behalf of the Passenger Engineer concerned.
- g. A Passenger Engineer who has executed and furnished to the Corporation an assignment may revoke said assignment by executing the revocation form specified herein within fifteen (15) days after the end of the year, but if the Passenger Engineer does not so revoke the assignment, it will be considered as re-executed and may not be revoked for an additional period of one (1) year, and the re-executed assignment will similarly continue in full force and effect and be considered as re-executed from year to year unless and until the Passenger Engineer executes a revocation form within fifteen (15) days after the end of any such year. Revocation of assignment will be in writing and on the form specified in Attachment "C", and both the assignment and revocation of assignment forms will be reproduced and furnish as necessary by the Brotherhood of Locomotive Engineers without cost to the Corporation. The Brotherhood of Locomotive Engineers will assume the full responsibility for the procurement of the execution of said forms by Passenger Engineers, and for the delivery of said forms to the Corporation. Assignment and revocation of assignment forms will be delivered with the deduction list herein provided for to the Corporation not later than the 20th of the month preceding the month in which the deduction or the termination of the deduction is to become effective.

NOTE: The one-year prohibition against revocation of the Wage Assignment Authorization referred to in this paragraph "4g" has no application to a Passenger Engineer who is changing union membership under the provisions of paragraph "a" of Rule 29, Union Shop.

- h. No part of this Rule will be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any Passenger Engineer, and no provision herein or any other provision of the agreement between the Corporation and the Brotherhood of Locomotive Engineers will be used as a basis for grievance or time claim by or in behalf of any Passenger Engineer predicated upon any alleged violation of, or misapplication or noncompliance with, any provisions of this Rule.
- i. The Brotherhood of Locomotive Engineers will indemnify, defend and save harmless the Corporation from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Rule.

RULE 31 - MEAL PERIOD

- a. Passenger Engineers engaged in switching and classification service will be allowed twenty (20) minutes for lunch without deduction in pay. The lunch period must be given and completed within four (4) and one-half and six (6) hours after starting work. In the event conditions do not allow the lunch period to be taken between and four (4) and one-half and six (6) hours after starting work, the Passenger Engineers will be paid an additional twenty (20) minutes at the straight-time rate and will be allowed a twenty (20) minute lunch period as soon as conditions permit.
- b. Passenger Engineers in work, wire, wreck, construction, and snow plow service will be given a reasonable time to eat during their trip or tour of duty.

RULE 32 - HOLIDAYS

Regularly Assigned Passenger Engineers

- a. Each regularly assigned Passenger Engineer who meets the qualifications set forth in paragraph “c” hereof will receive eight (8) hours’ pay at the straight-time rate for each of the following enumerated holidays:

New Year’s Day
President’s Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Veterans Day
Thanksgiving Day
Christmas Eve
Christmas Day

Only one eight (8) hour payment will be paid for the holiday, irrespective of the number of trips or tours of duty worked.

NOTE: When any of the above-listed holidays falls on Sunday, the date observed by the Nation will be considered the holiday.

- b. Any regularly assigned Passenger Engineer who works on any of the holidays listed in paragraph “a” will be paid at the rate of time and one-half for all services performed on the holiday. Not more than one time and one-half payment will be allowed, in addition to the one eight (8) hours holiday payment, for service performed during a single trip or tour of duty on a holiday which is also a workday or a vacation day.
- c. To qualify, a regularly assigned Passenger Engineer must be available for or perform service as a regularly assigned Passenger Engineer on the workdays immediately preceding the following such holiday, and if his assignment works on the holiday, he must fulfill such assignment. However, a regularly assigned Passenger Engineer whose assignment is

annulled, cancelled or abolished, or a regularly assigned Passenger Engineer who is displaced from a regular assignment as a result thereof on 1) the workday immediately preceding the holiday, 2) the holiday, or 3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay, provided he does not lay off on any of such days and makes himself available for service on each of such days, excepting the holiday in the event the assignment does not work on the holiday. If the holidays fall on the last day of his work week, the first workday following his “days off” will be considered the workday immediately following. If the holiday falls on the first workday of his work week, the last workday of the preceding work week will be considered the workday immediately preceding the holiday. When one (1) or more designated holidays fall during the vacation period of a Passenger Engineer, the qualifying days for holiday pay purposes will be his workdays immediately preceding and following the vacation period.

NOTE: A regularly assigned Passenger Engineer who qualified for holiday pay under paragraph “c” will not be deprived thereof by reason of changing from one regular assignment to another regular assignment on the workday immediately preceding or following the holiday or on the holiday.

- d. Nothing in this Rule will be considered to create a guarantee or to restrict the right of the Corporation to annul assignments on the specified holidays.
- e. The terms “workday” and “holiday” refer to the day to which service payments are credited.

Passenger Engineers Assigned to an Extra Board

- f. Each Passenger Engineer assigned to an extra board who meets the qualifications provided in paragraph “g” will receive eight (8) hours’ pay at the straight-time rate on any of the following enumerated holidays:

New Year’s Day
President’s Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Veterans Day
Thanksgiving Day
Christmas Eve
Christmas Day

Only one eight (8) hour payment will be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday, the allowance of one eight (8) hour payment will be at the rate of pay of the first tour.

NOTE: When any of the above-listed holidays falls on Sunday, the day observed by the Nation will be considered the holiday.

- g. To qualify, a Passenger Engineer assigned to an extra board must perform service or be available for service on the full calendar day of the holiday and on the full calendar days immediately preceding and immediately following the holiday.

NOTE 1: A Passenger Engineer assigned to an extra board whose service status changes from a Passenger Engineer assigned to an extra board to a regularly assigned Passenger Engineer or vice versa on one of the qualifying days will receive the basic day's pay provided in paragraph "f", provided (1) he meets qualifications set forth in paragraph "g" on the day or days he is a Passenger Engineer assigned to an extra board, and (2) he meets the qualifications set forth in paragraph "b" on the day or days he is a regularly assigned Passenger Engineer, provided further, that a regularly assigned Passenger Engineer who voluntarily changes his service status to a Passenger Engineer assigned to an extra board on any of the three qualifying days will not be entitled to receive the pay provided for in paragraph "f."

NOTE 2: A Passenger Engineer assigned to an extra board will be deemed to be available if he is ready for service and does not lay off of his own accord.

NOTE 3: When one or more designated holidays fall during the vacation period of a Passenger Engineer assigned to an extra board, his qualifying days for holiday pay purposes will be his workdays immediately preceding and following the vacation period.

- h. Any Passenger Engineer assigned to an extra board who works on any of the holidays listed in paragraph "f" will be paid at the rate of time and one-half for all services performed on the holiday. Not more than one time and one-half payment will be allowed, in addition to the one eight (8) hour holiday payment, for service performed during a single tour of duty on a holiday.
- i. The terms "calendar day" and "holiday" on which service is performed refer to the day to which service payments are credited.

RULE 33 - CHOICE HOLIDAY

Passenger Engineers covered by this Agreement will receive a "choice holiday" as an eleventh holiday, in lieu of a workday, subject to the qualifying requirements of the Holiday Rule, except that they will not be required to work or to be available for work on the "choice holiday" to qualify for holiday pay for such "choice holiday" if they so elect. Such day will be selected by the Passenger Engineer, consistent with the requirements of service, upon 48 hours' advance notice to the Corporation. The "choice holiday" request must be made before October 12 of each year. Failing to do so, such "choice holiday" will be assigned by management.

RULE 34 - CONFERENCES

Conferences between officers of the Corporation and duly accredited representatives will be held without cost to the Corporation. When duly accredited representatives are required to report

for a conference at the direction of the Corporation, they will be compensated for the time engaged in the conference, with a minimum of four (4) hours.

RULE 35 - SEVERABILITY

If any Rule or provision of this Agreement is at any time determined to be in conflict with any law, such Rule or provision will continue in effect only to the extent permitted by law. If any Rule or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability will not affect or impair any other term or provision of this Agreement.

RULE 36 - SHORTAGE ADJUSTMENT

When a Passenger Engineer's actual earnings are short one (1) day or more, adjustment will be made upon request.

RULE 37 - STARTING TIMES

- a. Regularly assigned Passenger Engineers engaged in switching and classification service will each have a fixed starting time which will not be changed without at least forty-eight (48) hours' advance notice.
- b. Where three (3) eight-hour shifts are worked in continuous service, the time for an assignment on the first shift to begin work will be between 6:00 am and 10:00 am, the second shift, 2:00 p.m. and 6:00 p.m., and the third shift, 10:00 p.m. and 2:00 a.m.
- c. Where two (2) shifts are worked in continuous service, the time for an assignment on the first shift to begin work will be during any one of the periods named in paragraph "b".
- d. Where two (2) shifts are not worked in continuous service, the time for an assignment on the first shift to begin work will be between the hours of 6:00 a.m. and 11:00 a.m., and on the second shift, not later than 2:00 a.m.
- e. At points where there is only one (1) regular yard assignment, the assignment may be started at any time subject to paragraph "a".
- f. Where an independent assignment is worked regularly, the assignment may be started during one (1) of the periods provided for in paragraph "b" or "d".
- g. An extra yard assignment may be started during one (1) of the periods provided for in paragraph "b" or "d".
- h. If a Passenger Engineer is started at a time other than provided for in paragraph "b" or "d", he will be paid from the last permissible starting time until released from duty.

RULE 38 - RELIEF DAY WORK

- a. Employees on regular assignments who desire to work on the relief day(s) of their assignments after the extra board at the crew base is exhausted shall so notify the Crew Dispatcher at least twenty-four (24) hours prior to the commencement of the relief days of his assignment. There shall be a separate relief day list at any crew base where an extra

board is established. An employee may mark upon the Relief Day List at the crew base where his regular assignment starts and finishes.

- b. Employees who fail to accept a call when contacted will not be allowed to mark upon the Relief Day List for thirty (30) days.
- c. Employees marked up on such supplemental board will be called in seniority order for the assignments they are qualified to work. However, an employee will not be considered if he will be unavailable due to the hours of service to work his regular assignment.
- d. Passenger Engineers called under this rule will be paid at the time and one-half rate, with a minimum of eight (8) hours, provided he worked all the hours of his regular assignment in the same work week.

RULE 39 - HOURS OF SERVICE

An employee who is unable to work his or her regular assignment as a result of the off-duty time requirements of the Hours of Service Act will be allowed the earnings of the missed assignment for the calendar day, with a maximum of eight (8) hours' pay.

RULE 40 - MILITARY TRAINING

When employees assigned to regular and/or extra board positions who are members of the Reserves or National Guard are required to be absent from work for the purpose of annual summer training exercises, they shall be paid the actual time lost during their regular workdays or workweeks (maximum of eight (8) hours' pay at the straight time rate of their positions for each day lost). Compensation received by the employees for other than meals, lodging or transportation, shall be remitted to the corporation. Such employees must furnish the corporation with a statement signed by their Commanding Officer for compensation paid and the days on which such military training service was performed.

RULE 41 - TERMINATION OF SENIORITY

The seniority of any new employee* whose seniority in engine or train service is established after the effective 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 day period referenced herein will not include any period in which an employee is furloughed from Amtrak as a Passenger Engineer but working in train service or another engine service craft for Amtrak.

*The term "new employee" as used above does not include those applicants for Amtrak employment in the respective work zone application pools.

RULE 42⁸ - UNAUTHORIZED ABSENCE

- a. Employees shall not absent themselves from their assigned positions for any cause without first properly notifying the Company.
- b. Employees who absent themselves from work for fifteen (15) days without notifying the Company shall be considered as having resigned from the service and will be removed from the seniority roster, unless they furnish the Company evidence of medical incapacity, as demonstrated by a release signed by a medical doctor, or that circumstances beyond their control prevented such notification.
- c. Passenger Engineers will be notified ten (10) days in advance of the intended action, by certified mail, return receipt requested, to their last known address, with a copy provided to the General Chairman.

RULE 43⁹ - CERTIFICATION ALLOWANCE

Subject to the Questions and Answers attached hereto for Rule 43 as Passenger Engineers shall be paid a certification allowance of five dollars (\$5.00) per day, effective with the date of execution of this Agreement.

⁸ Adopted from Article VIII, Section I of August 1, 1998 Wage and Rule Agreement

⁹ Adopted from Article III of the August 1, 1998 Wage and Rule Agreement

APPENDIX "A"

BLE ENGINEER CERTIFICATION PAY

**APPLICATION AND INTERPRETATION
AGREED TO QUESTIONS AND ANSWERS**

**NATIONAL RAILROAD PASSENGER CORPORATION
AND
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

EFFECTIVE DATE

- Q1 What is the effective date for the commencement of payment of the \$5.00 certification allowance?
- A1 August 1, 1998

ELIGIBILITY

- Q2 Who is eligible to receive the certification allowance?
- A2 A certified locomotive engineer who performs service in that capacity. Thus, for example, the certification allowance would be payable to a certified locomotive engineer who is:
- a working as a pilot;
 - doing a check ride on a simulator;
 - doing a territory familiarization trip;
 - working full time as a Locomotive Engineer Training Program Instructor.

APPLICATION

- Q3 On what basis is the certification allowance payable?
- A3 The certification allowance is payable for each start made as a certified locomotive engineer in yard and/or road service. See also Q & A 2.
- Q4 What is the amount of the certification allowance?
- A4 The certification allowance is \$5.00 per start. There is no overtime component.

Q5 Is the certification allowance payable on any calendar day during which an eligible employee does not have a start?

A5 No. The certification allowance is not payable on any calendar day during which an eligible employee does not have a start, irrespective of whether the employee is paid for that day. Thus, the certification allowance is not payable in the following examples (which assume in each case that the employee did not have a start during that calendar day):

- Deadheading
- Personal Leave days
- Holidays
- Bereavement Leave
- Jury Duty
- Paid days for attending court, inquests, investigations, safety/training sessions, etc.
- Day for which penalty payments are made such as:
 - Payments made when an engineer is called and released without actually operating a train, runarounds, etc.
 - Payments made under the Held Away From Home Terminal rules.

APPLICATION EXAMPLES

Tours of Duty/Service Running Over Two Consecutive Calendar Days

Q6 A certified locomotive engineer's run starts at 4:00 p.m. on Day One and is completed at 1:00 a.m, the next day (Day Two). What certification allowance is payable to that employee?

A6 The employee is paid one \$5.00 allowance for the start on Day One.

Q7 A certified locomotive engineer's run starts on Day One and is completed before midnight. Employee is deadheaded in combination service back to his home terminal and the deadhead is completed on Day Two. What certification allowance is payable to that employee?

A7 The employee is paid one \$5.00 allowance for the start on Day One.

Q8 A certified locomotive engineer starts and completes his run on Day One but is held on duty past midnight for testing under FRA alcohol and drug rules. What certification allowance is payable to that employee?

- A8 The employee is paid one \$5.00 allowance for the start on Day One.
- Q9 A certified locomotive engineer is called for a 12:01 a.m. assignment on Day One, but reports 15 minutes early to perform an engine inspection. What certification allowance is payable to that employee?
- A9 The employee is paid one \$5.00 allowance for the Day One start.
- Q10 A certified locomotive engineer starts his run on Day One and ties up at 11:55 p.m. on that same day, but completes reports until 12:05 a. m. on Day Two. What certification allowance is payable to that employee?
- A10 The employee is paid one \$5.00 allowance for the Day One start.

MULTIPLE STARTS, SAME CALENDAR DAY

- Q11 A certified locomotive engineer starts and completes two assignments during the same calendar day. What certification allowance is payable to that employee?
- All The employee is paid one \$5.00 allowance for each start, or a total of \$10.00.

SEPARATE STARTS DURING TWO SUCCESSIVE CALENDAR DAYS

- Q12 A certified locomotive engineer starts his run at 4:00 p.m. on Day One and ties up at 1:00 a.m. on Day Two at the completion of that tour of duty. That employee is then called for an assignment on Day Two at 1:00 p.m. which ties up at 10:00 p.m. What certification allowance is payable to that employee?
- A12 The employee is paid one \$5.00 allowance for the start on Day One, and a second \$5.00 allowance for the start on Day Two.

MULTIPLE DAYS' PAY FOR SINGLE START

- Q13 What certification allowance is payable to a certified locomotive engineer for a start for which he is compensated for two or more basic days under agreement rules?
- A13 The employee is paid one \$5.00 allowance for that start.

FRINGE BENEFITS, PROTECTIVE PAY

- Q14 Are certification allowance payments received by a certified locomotive engineer included in his compensation for purposes of computing vacation pay entitlement?
- A14 Yes, when such vacation pay entitlement (for each week) is calculated on the basis of 1/52 of the previous calendar year's compensation. If the vacation pay entitlement (for each week) is paid at the rate of the last service rendered, however, certification allowance payments received would not be taken into account because such allowance payments do not constitute an element of the pay rate.
- Q15 Are certification allowance payments credited toward guarantees in protective agreements or arrangements?

A15 Yes, so long as the certification allowance is included for purposes of calculating Test Period Earnings for employees protection purposes under existing protective agreements or arrangements.

Q16 Are certification allowance payments included for purposes of calculating Test period Earnings for employee protection purposes under existing protective agreements or arrangements?

A16 Yes.

OFFSETS

Q17 Is the certification allowance payable in addition to payments required under existing rules for special allowances, differentials, arbitraries, and penalties?

A17 Yes.

RULE 44¹⁰ - OCCUPATIONAL HEALTH/WORK RELATED INJURY PROJECT

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

RULE 45¹¹ - RATE PROGRESSION - NEW HIRES

In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee in the service covered by this agreement whose seniority in engine or train service is established on or after the date of this agreement, will be 75% of the rate for present employees and will increase in increments of 5 percentage points for each year of active service in engine and/or train service until the new employees' rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty. Letter No. 8 to the October 26, 1982, Agreement will not apply to employees while being paid under this Rule.

¹⁰ Adopted from Article VII of the August 1, 1998 Wage and Rule Agreement

¹¹ This Rule does not apply to applicants for Amtrak employment in the respective off-corridor work zone application pools for the train and engine service crafts. In addition, this rule will not apply to train and engine service employees hired from other railroads in future assumptions of service.

Original Agreement signed at Washington, DC, this 26th day of October 1982, and subsequently amended.

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

_____/s/
G. F. Daniels, Vice President
Labor Relations

_____/s/
W. J. Wanke, First Vice President

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

_____/s/
J. P. Carberry, Vice President

_____/s/
J. K. Shoemaker, Assistant
Vice President, Transportation

_____/s/
T. J. Cavan, General Manager

_____/s/
H. R. Henderson, Deputy General
Counsel

_____/s/
Harold A. Ross, General Counsel

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

ATTACHMENT "A"

WAGE DEDUCTION AUTHORIZATION FORM
NATIONAL RAILROAD PASSENGER CORPORATION
AND
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Print Name (Last Name, First Name, Initial, Employee No.)

Home Address (Street and No., City, State Zip Code)

DIRECTOR PAYROLL OPERATIONS
NATIONAL RAILROAD PASSENGER CORPORATION

I hereby assign to the Brotherhood of Locomotive Engineers that part of my wages necessary to pay periodic dues, assessments and insurance premiums (not including fines and penalties) as certified to the Corporation by the Treasurer of the Local Division of the Brotherhood of Locomotive Engineers as provided in the Dues Deduction Rule, entered into by the Corporation and the Brotherhood of Locomotive Engineers effective on January 1, 1983, and authorize the Corporation to deduct such from my wages and pay it over to the Treasurer of the Local Division of the Brotherhood of Locomotive Engineers in accordance with the Deduction Agreement.

Date Signature Division Number

ATTACHMENT "B"

INSTRUCTION FOR UNION DUES DEDUCTION FORM

Forms must be received by the end of the prior month before month to be deducted.

<u>Item</u>	<u>Field</u>		
1	Action	-- 'C' =	correction/Change to the amount to be deducted
		-- 'D' =	Deactive deduction
		-- 'R' =	Reactivate deduction
2	Employee Name	--	Enter employee's full name
3	Social Security Number	--	Enter employee's social security number
4	Deduction	--	Enter the amount to be deducted

NOTE: New member deductions will not be honored unless a properly prepared Wage Deduction Authorization Form, signed by the employee, is received by the Director, Payroll Operations. A revocation form is necessary when transferring from one labor organization to another and should accompany this form.

NATIONAL RAILROAD PASSENGER CORPORATION

PAYROLL DEDUCTION MAINTENANCE FORM

DATE: _____

TO: Director, Payroll Operations

FROM:

SUBJECT: Union Dues Deduction

Please deduct monthly the amount shown opposite the name of each employee listed beginning with the payroll month of _____, 19___. If you have been previously advised to make a deduction from the employee listed, the amount shown will be a correction in the amount to be deducted.

ACTION	EMPLOYEE NAME	SOCIAL SECURITY NUMBER	DEDUCTION
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ATTACHMENT "C"

**WAGE ASSIGNMENT REVOCATION FORM
NATIONAL RAILROAD PASSENGER CORPORATION
AND
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

Print Name (Last, First, MI Employee No.)

Home Address (Street and No., City, State, Zip)



DIRECTOR, PAYROLL OPERATIONS
NATIONAL RAILROAD PASSENGER CORPORATION:

Effective in the next calendar month, I hereby revoke the Wage Assignment Authorization now in effect assigning to the Brotherhood of Locomotive Engineers that part of my wages necessary to pay my periodic dues, assessments and insurance premiums (not including fines and penalties), and I hereby cancel the Authorization.

Date Signature Division Number

LETTER NO. 1

OCTOBER 26, 1982

Mr. W. J. Wanke
First Vice President
Brotherhood of Locomotive Engineers
1116 BLE Building
1365 Ontario Avenue
Cleveland, Ohio 44114

Dear Mr. Wanke:

This is to confirm that during negotiation of the Agreement between the National Railroad Passenger Corporation and the Brotherhood of Locomotive Engineers signed this date it was agreed that the provisions of the "Agreed Upon Implementation of Public Law 97-262," signed September 28, 1982, contained in Article I -- General Wage Increase, and Article II -- Cost of Living Adjustments, will be applicable to all employees covered by the Agreement signed this date, with the following exceptions:

1. Any general wage increases or cost-of-living increases to be effective prior to January 1, 1983, will not be applicable.
2. Amtrak will apply the national increases, including cost-of-living increase, payable in calendar year 1983, less the first three percent.

Further, this confirms our understanding that the parties agree to refrain from serving notices pursuant to Section 6 of the Railway Labor Act regarding the rates of pay, rules, or working conditions covered in the Agreement signed this date prior to January 1, 1984, or from exercising their respective self-help rights with respect to any matters covered by said Agreement, except upon 30 days' advance written notice served on or after July 1, 1984. Proposals properly served under the Railway Labor Act on matters that are not covered by the Agreement signed this date and that do not request compensation may be served and progressed under the provisions of the Railway Labor Act, as amended.

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

Very truly yours,

/s/

G. F. Daniels
Vice President - Labor Relations

I CONCUR:

/s/

W. J. Wanke
First Vice President

LETTER NO. 2

OCTOBER 26, 1982

Mr. W. J. Wanke
First Vice President
Brotherhood of Locomotive Engineers
1116 BLE Building
1365 Ontario Avenue
Cleveland, OH 44114

Dear Mr. Wanke:

During negotiation of the Agreement dated October 26, 1982, it was recognized that the elimination of the mileage basis of pay would require the employees regularly assigned in Amtrak's Washington to New York and Boston to New Haven services to work an increased number of trips per month. Accordingly, in order to provide a reasonable transition from the current 10 and 13 trips per month in such services to the five-day per week arrangement which will be established pursuant to the Agreement signed this date, it was further agreed that:

1. For a three-year period commencing January 1, 1983, Passenger Engineers regularly assigned in Amtrak's New York to Washington service will be guaranteed annual earnings of \$42,076.80, which amount is equivalent to the annualized earnings which would be produced for 10 trips per month on the former mileage basis at the rate of pay in effect on Conrail as of December 31, 1982.
2. For a three-year period commencing January 1, 1983, Passenger Engineers regularly assigned in Amtrak's Boston to New Haven service will be guaranteed annual earnings of \$37,996.92, which amount is equivalent to the annualized earnings which would be produced for 13 trips per month on the former mileage basis at the rate of pay in effect on Conrail as of December 31, 1982.
3. The annual earnings guarantee provided in paragraphs 1 and 2 above will be accomplished by establishing a minimum pay for each completed trip during the guarantee period. The "minimum pay for each completed trip" will be adjusted each year during the guarantee period to coincide with the transition from 10 and 13 trips to 5 days per week, and will be determined by division the appropriate annual earnings guarantee by the total number of trips, as set forth in paragraph 4 below, for each year in the three-year guarantee period.
4. The principles set forth in paragraph 3 above will be implemented in accordance with the following schedule:

A. New York - Washington Service:

Position	1983 Trips/ Month	Total 1983 Trips	1983 Pay/ Trip	1984 Trips/ Month	Total 1984 Trips	1984 Pay/ Trip	1985 Trips/ Month	Total 1985 Trips	1985 Pay/ Trip
Passenger Engineer	13	156	269.72	15	180	233.76	17	204	206.

B. Boston - New Haven Service:

Position	1983 Trips/ Month	Total 1983 Trips	1983 Pay/ Trip	1984 Trips/ Month	Total 1984 Trips	1984 Pay/ Trip	1985 Trips/ Month	Total 1985 Trips	1985 Pay/ Trip
Passenger Engineer	15	180	211.09	17	204	186.26	19	228	166.65

5. Any special allowances to which an employee may be entitled will be paid in addition to the "minimum pay for each completed trip" set forth in paragraph 4 above. Extra employees will not be entitled to the annual guarantee earnings provided by paragraphs 1 and 2 of this letter of understanding; however, the "minimum pay for each completed trip" will be applicable to extra employees for any completed trip worked in the service covered by this letter of understanding.
6. The terms and conditions of this letter of understanding will terminate on December 31, 1985, and thereafter, the applicable provisions of the collective bargaining agreement will govern.

It is further understood that for a three-year period, commencing January 1, 1983, Passenger Engineers regularly assigned in Amtrak's Harrisburg to Philadelphia service will be guaranteed an assignment working approximately 24 trips per month, which, if the days available are worked, will produce an amount equivalent to or in excess of the annualized earnings of \$41,969, which would be produced from 10 round trips on a five-day week (about 22 trips per month) on the former mileage basis at the rate of pay in effect on Conrail as of December 31, 1982.

If the foregoing properly sets forth our understanding, please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

/s/

G. F. Daniels
Vice President - Labor Relations

I concur.

_____/s/
W. J. Wanke
First Vice President

LETTER NO. 3

OCTOBER 26, 1982

Mr. W. J. Wanke
First Vice President
Brotherhood of Locomotive Engineers
1116 BLE Building
1365 Ontario Avenue
Cleveland, OH 44144

Dear Mr. Wanke:

This has reference to our discussions during negotiation of Rule 3 "Classification and Basis of Pay" of the Agreement signed this date. During such discussions, the parties agreed to the establishment of one class of employee, "Passenger Engineer" for all Amtrak service and the establishment of a single hourly rate of pay for all such employees.

In the establishment of such single, or common, basis of pay, it was understood:

1. Regular assignments which contemplate a combination of traditional road passenger work and traditional road freight and/or yardwork may be established. It is understood that the provisions of Rule 6L will apply. The rule is not intended to result in the reduction of regular assignments. To the extent practical, the present grouping of traditional road passenger and traditional road freight and/or yard crews will be maintained.
2. Road Passenger Engineers may be required to perform any work necessary in the handling of cars of their own train or trains, provided that setting off or picking up such cars will be limited to straight moves.
3. Yard Passenger Engineers may perform any service covered by the provisions of this Agreement, but will not be used to perform service outside the limits of their crew base except in emergency situations. If Yard Passenger Engineers are sent outside of their crew base in an emergency to assist in the movement of a train, they may advance the train only toward their crew base and may perform any service relating to the movement of the train, including intermediate station stops.

Very truly yours,

/s/

G. F. Daniels
Vice President - Labor Relations
I concur.

_____/s/

W. J. Wanke
First Vice President

LETTER NO. 4

OCTOBER 26, 1982

Mr. W. J. Wanke
First Vice President
Brotherhood of Locomotive Engineers
1116 BLE Building
1365 Ontario Avenue
Cleveland, OH 44114

Dear Mr. Wanke:

During negotiation of the Agreement dated October 26, 1982, it was agreed that Amtrak will provide all Passenger Engineers with a baseball type hat that identifies them as "Amtrak Passenger Engineers."

It was further agreed that the Brotherhood of Locomotive Engineers would participate in the selection and design of the hat and that a Passenger Engineer will not be required to wear such hat while on duty.

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

Very truly yours,

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

I concur.

_____/s/
W. J. Wanke
First Vice President

LETTER NO. 5

OCTOBER 26, 1982

Mr. W. J. Wanke
First Vice President
Brotherhood of Locomotive Engineers
1116 BLE Building
1365 Ontario Avenue
Cleveland, OH 44114

Dear Mr. Wanke:

This will confirm the understanding reached during negotiation of the Agreement between the National Railroad Passenger Corporation and the Brotherhood of Locomotive Engineers signed this date that in lieu of personal leave days, a lump-sum payment will be made not later than the first payroll period ending in July 1983, to employees covered by that Agreement who would have qualified for such lump-sum payment pursuant to the "Agreed Upon Implementation of Public Law 97-262," had they continued employment with the Consolidated Rail Corporation.

Any employee qualifying for the lump-sum payment will received \$230, if the employee's first service performed on or after January 1, 1982, was as a locomotive engineer; otherwise, the lump-sum payment will be \$200. There will be no duplication of lump-sum payments by virtue of employment under any agreement with another organization or employment with any other employer.

If the foregoing properly sets forth our understanding, please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

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

I concur.

_____/s/
W. J. Wanke
First Vice President

LETTER NO. 6

OCTOBER 26, 1982

Mr. W. J. Wanke
First Vice President
Brotherhood of Locomotive Engineers
1116 BLE Building
1365 Ontario Avenue
Cleveland, OH 44114

Dear Mr. Wanke:

This will confirm the understanding reached during the negotiation of the Agreement dated October 26, 1982.

In the event Amtrak assumes operation of commuter trains or acts for or on behalf of commuter agencies in the operation of commuter trains, the following rule will be effective with respect to Passenger Engineers employed in the operation of such trains:

Passenger Engineers whose assignment includes short turnaround passenger runs, no single trip of which is scheduled to exceed two (2) hours, will be paid overtime for all time actually on duty, or held for duty, in excess of eight (8) hours (computed on each run from the time required to report for duty to the end of that run) within nine consecutive hours. Time will be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour.

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

Very truly yours,

/s/

G. F. Daniels
Vice President - Labor Relations

I concur.

_____/s/

W. J. Wanke
First Vice President

LETTER NO. 7

OCTOBER 26, 1982

Mr. W. J. Wanke
First Vice President
Brotherhood of Locomotive Engineers
1116 BLE Building
1365 Ontario Avenue
Cleveland, OH 44114

Dear Mr. Wanke:

This is to confirm that during negotiation of the Agreement between the National Railroad Passenger Corporation and the Brotherhood of Locomotive Engineers signed this date, it was agreed that in the event the employees covered by that Agreement are awarded any transfer or seniority rights with any commuter authority by any arbitration award, judicial decision or legislation, they may exercise those rights and retain any seniority or the right to obtain seniority on Amtrak, with the further right to exercise said rights once every six-month period, as specified in the Agreement made this date between the National Railroad Passenger Corporation, Consolidated Rail Corporation and Brotherhood of Locomotive Engineers pursuant to Section 1165 of the Northeast Rail Service Act of 1891.

If the foregoing properly sets forth our understanding, please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

/s/

G. F. Daniels
Vice President - Labor Relations

I concur.

_____/s/

W. J. Wanke
First Vice President

LETTER NO. 8

OCTOBER 26, 1982

Mr. W. J. Wanke
First Vice President
Brotherhood of Locomotive Engineers
1116 BLE Building
1365 Ontario Avenue
Cleveland, OH 44114

Dear Mr. Wanke:

This will confirm the understanding reached during negotiation of the Agreement between the National Railroad Passenger Corporation and the Brotherhood of Locomotive Engineers signed this date that on any occasion that the differential in "compensation" paid the Passenger Engineer falls below 110.4% of the compensation paid any other member of the crew on that assignment, the total compensation of the Passenger Engineer on the assignment will be adjusted to maintain the 110.4% differential.

If the foregoing properly sets forth our understanding, please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

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

I concur.

_____/s/
W. J. Wanke
First Vice President

LETTER NO. 9

OCTOBER 26, 1982

Mr. W. J. Wanke
First Vice President
Brotherhood of Locomotive Engineers
1116 BLE Building
1365 Ontario Avenue
Cleveland, OH 44114

Dear Mr. Wanke:

During negotiation of the Agreement signed this date, it was agreed that the Agreed To Questions and Answers concerning the Brotherhood of Locomotive Engineers National Rule on Bereavement Leave and Jury Duty would be part of this Agreement.

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

Very truly yours,

/s/

G. F. Daniels
Vice President - Labor Relations

I concur.

_____/s/

W. J. Wanke
First Vice President

LETTER NO. 10

OCTOBER 26, 1982

Mr. W. J. Wanke
First Vice President
Brotherhood of Locomotive Engineers
1116 BLE Building
1365 Ontario Avenue
Cleveland, OH 44114

Dear Mr. Wanke:

During negotiation of the Agreement signed this date, it was agreed that Amtrak would provide a list of where lodging would be provided to Passenger Engineers in the Northeast Corridor. The list is:

Boston, MA Essex Hotel
Essex Street at Atlantic Avenue
Boston, MA 02110

New Haven, CT Holiday Inn - Downtown
30 Whalley Avenue
New Haven, CT 06511

New York, NY Southgate Hotel
371 7th Avenue
New York, NY 10001

Philadelphia, PA Penn Center Inn
Market at 20th Street
Philadelphia, PA 19103

Washington, DC Bellevue Hotel
15 "E" Street, NW
Washington, DC 20001

Very truly yours,

/s/

G. F. Daniels
Vice President - Labor Relations

LETTER NO. 11

OCTOBER 26, 1982

Mr. T. J. Cavan
General Chairman
Brotherhood of Locomotive Engineers
5301 Jonestown Road
Harrisburg, PA 17112

Dear Mr. Cavan:

During negotiation of the Agreement dated October 26, 1982, it was agreed that engines will be supplied with fuel, water, sand, and have all equipment that is necessary for the service to be performed. Engines will also be equipped to comply with statutory requirements relating to the health and comfort of the Passenger Engineer.

It was also agreed that when engines are dispatched from engine facilities where enginehouse forces are employed and on duty at the time of dispatchment, engines will be supplied and cleaned by enginehouse forces. Passenger Engineers will not be required to supply engines.

It was further understood that Passenger Engineers will be responsible for knowing that their engines are properly equipped and serviced. Passenger Engineers will report any defects that come to their attention.

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

Very truly yours,

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

I concur.

_____/s/
T. J. Cavan
General Chairman

Approved.

_____/s/
W. J. Wanke
First Vice President

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

APPENDIX A

AGREEMENT ENTERED INTO THIS 20th DAY OF OCTOBER 1982 BETWEEN THE EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS, AMTRAK AND CONSOLIDATED RAIL CORPORATION (CONRAIL) PURSUANT TO SECTION 1165 OF THE NORTHEAST RAIL SERVICE ACT OF 1981 (NRSA)

WHEREAS the Congress enacted the Northeast Rail Service act of 1981 providing in Section 1165 thereof that Conrail shall be relieved of the responsibility to provide crews to Amtrak for intercity passenger service on the Northeast Corridor effective January 1, 1981; and

WHEREAS Section 1165 also provides that the employees of Conrail with seniority in both freight and passenger service shall have the right to move from one service to the other once each six-month period; and

WHEREAS Section 1165 also mandates that Conrail, Amtrak, and the representatives of Conrail's employees with seniority in both freight and passenger service agree to the terms and conditions by which said employees of Conrail who become employees of Amtrak shall retain their seniority with Conrail flowback rights, by December 8, 1982, or submit the matter to binding arbitration;

NOW, THEREFORE, it is agreed that the following terms and conditions are in conformity with and do implement the provisions of Section 1165 of NRSA with respect to the craft of locomotive engineers represented by the Brotherhood of Locomotive Engineers.

I. SENIORITY

- A. All Conrail employees holding seniority rights within the craft of locomotive engineers as of December 31, 1982, shall have the opportunity to exercise those rights to passenger service on Amtrak effective January 1, 1983, and on each and every April 1st and October 1st thereafter, in accordance with the provisions of this Agreement.
- B. The standing of Conrail employees on the Amtrak Passenger Engineers Seniority Roster during each six-month period commencing on April 1, 1983, as described in Article I.A. above, shall be in accordance with the Order Selection List provided for in Article III.B.
- C. Any employees hired by Amtrak subsequent to January 1, 1983, in the craft or class of Passenger Engineers represented by BLE, other than those Conrail employees identified in Article I.A. of this Agreement, will establish seniority in accordance with the applicable Amtrak agreement governing rates of pay and working conditions.

II. NUMBER OF EMPLOYEES TO BE TRANSFERRED

- A. The number of positions to be set forth on the Order Selection List for Amtrak Passenger Engineers will be equal to 125% of the number of positions, regular and extra, required for the operations of intercity passenger trains and other yard service assignments supporting such operations within the NEC as of August 1, 1982.

- B. The number of Amtrak Passenger Engineers positions advertised for bid and award will be equal to the number of positions, regular and extra, required in the operation of intercity passenger trains and yard service supporting operations within the NEC as of January 1, 1983.

III. TRANSFER OF EMPLOYEES

- A. A special advertising bulletin will be posted on Conrail advising qualified employees under Article I.A. of their right to indicate interest in obtaining employment as Passenger Engineers on the NEC region of Amtrak. Such bulletin will be posted from October 25, 1982, to November 4, 1982.
- B. Conrail employees qualified under Article I.A. equal to the number of positions referred to in Article II.A., who indicate a desire to transfer to Amtrak NEC in writing to the official designated in the bulletin described in Article III.A., will be placed on the Order Selection List, which will become the Passenger Engineers Seniority Roster for Amtrak NEC, and will be eligible to bid for positions advertised under Article IV.A. of this agreement. Placement of employees according to seniority on the Order Selection List will be in accordance with Appendix "A" of this Agreement.
- C. Employees who are on suspension, discharge pending appeal, disability, leave of absence, or are full-time Union Representatives during the period specified in Article III.A. who would otherwise have been entitled to transfer to Amtrak NEC under the provisions of this Agreement, may within five working days following their return to service with Conrail, exercise seniority against a junior employee on Amtrak NEC.

IV. OFFERS OF EMPLOYMENT AND ACCEPTANCE OF EMPLOYEES

- A. The Amtrak NEC Passenger Engineer positions referred to in Article II.B. will be advertised by special bulletin to the employees on the Seniority Roster established pursuant to Article III.B. from November 15, 1982, through November 26, 1982. Awards of positions shall be posted on December 17, 1982, and the jobs will be effective January 1, 1983.
- B. Any employee who is on the Order Selection List, who either fails to bid or withdraws the bid and would have otherwise been awarded a position shall be removed from the Order Selection List (Seniority Roster) and will be permitted displacement rights to Conrail on January 1, 1983.
- C. The advertising bulletin will include the following statement:

"This will serve as notice that these positions will be established on the NEC Region of Amtrak effective January 1, 1983. The successful applicants for positions with the NEC Region of Amtrak will be considered as having applied for and been accepted for employment by Amtrak. The bid and award will also be considered as the employee's release to transfer copies of the employee's service and personnel records to Amtrak."
- D. The successful applicants will become employees of Amtrak effective January 1, 1983.

- E. Unsuccessful applicants will retain their place on the Order Selection List as provided for in Article II.B. and will be permitted displacement rights on Conrail on January 1, 1983. Unsuccessful applicants regularly assigned to Conrail yard or freight assignments will remain on such assignments.
- F. Vacancies on Amtrak positions which occur after the awards are made under Article IV.A. (and before January 1, 1983) shall be advertised to Conrail employees on the Order Selection List, who were unsuccessful applicants, and if vacancies still remain, in accordance with the applicable Conrail collective bargaining agreement. Ass such advertisements shall contain the statement contained in Article IV.C.

V. RETENTION OF CONRAIL SENIORITY

- A. Employees transferred to Amtrak pursuant to Article IV. of this Agreement shall retain and continue to accumulate seniority on Conrail and shall be entitled to exercise such seniority under the following circumstances:
 - 1. If deprived of employment as a Passenger Engineer on Amtrak. “Deprived of Employment,” as used herein, means the inability of an employee covered by this Agreement to obtain a position in the normal exercise of his seniority rights as a Passenger Engineer with Amtrak. It shall not, however, include a deprivation of employment by reason of retirement, separation allowance, resignation, dismissal or disciplinary suspension for cause, work stoppage, or failure to work due to illness or disability. Employees who are deprived of employment as Passenger Engineers must exercise Conrail seniority rights and will be considered furloughed Amtrak Passenger Engineers with rights to recall in accordance with the appropriate Amtrak agreement.
 - 2. On April 1 and October 1 of each year, by written notice by the employees to Conrail, Amtrak, and the BLE General Chairman at least thirty (30) days in advance thereof.
- B. Employees returning to Conrail pursuant to Articles V.A.1. and 2. above shall exercise their Conrail seniority in accordance with the applicable Conrail Displacement Rule.
- C. Employees returning to Conrail pursuant to Articles V.A.1. and 2. above will retain and continue to accumulate Amtrak seniority in accordance with the applicable Amtrak agreement.
- D. Employees returning to Conrail pursuant to Articles V.A.1. and 2. will be permitted to exercise their Passenger Engineer seniority rights on Amtrak on April 1 and October 1 of each year.

VI. EMPLOYEES EXERCISING CONRAIL AND/OR AMTRAK RIGHTS

As required by Section 1165 of NRSA, Conrail and Amtrak shall have the right to furlough on employee in applicable service for each employee who returns through the exercise of seniority.

VII.EMPLOYMENT OPPORTUNITIES - UNSUCCESSFUL INITIAL BIDDERS ON THE AMTRAK NEC ROSTER - SUBSEQUENT EMPLOYMENT OPPORTUNITIES ON AMTRAK

- A. Any Passenger Engineer position advertised after January 1, 1983, and not filled by then current Amtrak Passenger Engineers in accordance with the Amtrak collective bargaining agreement, will be offered first to Conrail employees on the Amtrak NEC Seniority Roster established pursuant to Article III.B. who were not successful bidders under Article IV.A. If any such positions remain vacant, or there becomes a need for new Passenger Engineers, Amtrak will offer such positions to Conrail employees with seniority dates as locomotive engineers prior to January 1, 1983, in seniority order who have indicated, in writing to Amtrak and Conrail, their desire for employment by Amtrak.
- B. On April 1, 1983, and on each April 1st and October 1st thereafter, any Conrail employee covered by this Agreement shall be entitled to exercise the right to move to service as a Passenger Engineer on Amtrak by notifying both Conrail and Amtrak in writing by the preceding March 1st or September 1st of the desire to exercise that right. The determination as to which employees may exercise such rights will be made on the basis of Conrail seniority. An eligible employee will be placed on the Order Selection List (Seniority Roster) in accordance with Appendix "A," and will be assigned the position held by the Passenger Engineer which he displaces on the Order Selection List until all positions are advertised incident to the change of timetable. Employees displaced and unable to obtain a position as a Passenger Engineer on Amtrak must exercise Conrail seniority rights and will be considered furloughed Amtrak Passenger Engineers with rights to recall in accordance with the appropriate Amtrak agreement.
- C. On April 1, 1983, and on each April 1st and October 1st thereafter, any Amtrak employee covered by this Agreement shall be entitled to exercise the right to move to Conrail by notifying Amtrak, Conrail and the BLE General Chairman in writing by the preceding March 1st or September 1st of the desire to exercise that right. Employees returning to Conrail pursuant to this Article VII.B. shall exercise their Conrail seniority in accordance with the applicable Conrail Displacement Rule.
- D. In the event that the number of employees who move from Conrail to Amtrak is insufficient to fill the required Passenger Engineer positions those positions shall be filled by recalling furloughed Conrail employees in seniority order. When the number of such unfilled positions exceeds 10 percent of the total number of Passenger Engineers in Amtrak service, junior incumbent Passenger Engineers exceeding 10 percent shall remain on their positions until they are replaced by employees recalled from furlough.
- E. Employees entering the employ of Amtrak under this Article VI. will obtain Amtrak seniority in accordance with Article I.B. and exercise same under the applicable Amtrak collective bargaining agreement.
- F. Conrail employees accepted for employment by Amtrak under this Article VII. will retain and accumulate seniority on Conrail. Said employees returning to Conrail shall retain their rights on Amtrak as set forth in Article V.D.

VIII. VACATION ELIGIBILITY, ETC.

- A. Subject to the provisions of the applicable Amtrak collective bargaining agreement, compensated days and years of service recognized by Conrail shall be used in determining eligibility for benefits such as vacation for employees transferred under Articles III, IV, or VII. Conversely, compensated days and years of service with Amtrak shall be used in determining eligibility for benefits such as vacation of employees returning to Conrail under Articles V or VII.
- B. In the calendar year 1983, Conrail employees transferred to Amtrak in accordance with this Agreement shall be granted not less than the number of vacation days with pay they would have received under the applicable Conrail agreement.
- C. Service performed for Conrail prior to January 1, 1983, shall be considered in determining eligibility for holiday pay for New Year's Day that may be provided in the applicable Amtrak collective bargaining agreement.
- D. There shall be no pyramiding or duplication of any benefit in the application of any portion of this Agreement.

IX. DISPUTES

Any dispute or controversy with respect to the interpretation, application, or enforcement of the provisions of this Agreement which has not been resolved within 60 days, may be submitted by any of the parties to an Adjustment Board for a final and binding decision thereon as provided for the Section 3, Second of the Railway Labor Act. This time limit may be waived by mutual agreement.

X. COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which shall be deemed an original.

Signed at Washington, DC, this 20th day of October 1982.

FOR CONSOLIDATED RAIL
CORPORATION:

_____/s/
R. E. Swert
Vice President - Labor Relations

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

_____/s/
W. J. Wanke
First Vice President

FOR NATIONAL RAILROAD
PASSENGER CORPORATION:
Vice President

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

_____/s/
J. P. Carberry

_____/s/
Harold A. Ross
General Counsel

_____/s/
T. J. Cavan
General Chairman

Part "A" of Appendix A
Page 1 of 2

The following procedures will be instituted to establish the Order Selection List and Amtrak's Passenger Engineers Seniority Roster provided for in Article III of the implementing agreement governing the transfer of engine service employees to Amtrak in accordance with Section 1165 of the Northeast Rail Service Act of 1981 (codified at 45 USC 1113).

- I. The number of engine service employees by prior prior right seniority district that were employed in the service, including assignments supporting such service as of August 1, 1982, are:

Conrail Seniority District "G":

New York Division	84.10
Maryland Division	63.85
Harrisburg Division	18.40
Philadelphia Terminal	8.00

Conrail Seniority District "F":

Shore Line Division	56.50
Providence Division	<u>16.00</u>
	246.85

- II. On the basis of the above figures, the percentage allocations to be used in placing employees on the Order Selection List are:

Conrail Seniority District "G":

New York Division	34.07%
Maryland Division	25.87%
Harrisburg Division	7.45%
Philadelphia Terminal	3.24%

Conrail Seniority District "F":

Shore Line Division	22.89%
Providence Division	<u>6.48%</u>
	100.00%

The specific Order Selection List is as indicated in Appendix "B."

- III. Engineers will be placed on the Order Selection List on the basis of their prior prior or prior right seniority.

Part "A" of Appendix A
Page 2 of 2

In the event there are insufficient applications from employees with prior rights to fill the allocated numbers for any of the Penn Central prior right districts, the remaining employees below the last prior right employee of that district will be drawn from prior right Penn Central employees and placed on the Order Selection List on the basis of their prior right Penn Central roster standing.

In the event there are insufficient applications from employees with prior rights to fill the allocated numbers for any of the New Haven prior right districts, the remaining employees below the last prior right employee of that district will be drawn from the prior right New Haven Employees Combined Roster, dated 10-31-68, and placed on the Order Selection List on the basis of their prior right New Haven Combined Roster standing.

Vacancies remaining on the Order Selection List, following the exercise of prior and prior rights will be filled with applicants from the appropriate Conrail roster on the basis of their Conrail seniority.

IV. As long as there are prior right employees on the Order Selection List, the standing of the employees will reflect the determined allocation as set forth in Article II of this Appendix

Part “B” of Appendix A

Page 1 of 2

**PASSENGER ENGINEERS ORDER SELECTION LIST
(NEC Region of Amtrak)**

Seniority Districts

(Conrail Seniority District “G” & “F”)

<u>Engineers</u>			<u>Percentage</u>
New York Division	84.10	' G-NY '	34.07%
Maryland Division	63.85	' G-MD '	25.87%
Harrisburg Division	18.40	' G-HB '	7.45%
Philadelphia Terminal	8.00	' G-PT '	3.24%
Shore Line Division	56.50	' F-SL '	22.89%
Providence Division	<u>16.00</u>	' F-PV '	<u>6.48%</u>

246.85 100.00%

	<u>OSN</u>	<u>Seniority District</u>	<u>OSN</u>	<u>Seniority District</u>	<u>OSN</u>	<u>Seniority District</u>
1	G-NY 27	G-MD 53	G-MD			
2	G-MD 28	G-NY 54	F-PV			
3	F-SL 29	G-MD 55	G-NY			
4	G-NY 30	F-SL 56	F-SL			
5	G-MD 31	G-NY 57	G-MD			
6	G-NY 32	G-MD 58	G-NY			
7	F-SL 33	F-SL 59	F-SL			
8	G-HB 34	G-HB 60	G-MD			
9	F-PV 35	G-NY 61	G-HB			
10	G-MD 36	G-MD 62	G-NY			
11	G-NY 37	F-SL 63	G-MD			
12	F-SL 38	G-NY 64	F-SL			
13	G-NY 39	F-PV 65	G-NY			
14	G-MD 40	G-NY 66	G-MD			
15	F-SL 41	G-MD 67	F-SL			
16	G-PT 42	F-SL 68	G-NY			
17	G-NY 43	G-NY 69	F-PV			
18	G-MD 44	G-MD 70	G-MD			
19	G-NY 45	G-NY 71	F-SL			
20	F-SL 46	F-SL 72	G-NY			
21	G-HB 47	G-HB 73	G-HB			
22	G-MD 48	G-PT 74	G-NY			
23	G-NY 49	G-NY 75	G-MD			
24	F-PV 50	G-MD 76	G-PT			
25	F-SL 51	F-SL 77	F-SL			
26	G-NY 52	G-NY 78	G-NY			

Part "B" of Appendix A
Page 2 of 2

	<u>OSN</u>	<u>Seniority District</u>	<u>OSN</u>	<u>Seniority District</u>	<u>OSN</u>	<u>Seniority District</u>
79	G-MD	87	G-MD	95	G-NY	
80	F-SL	88	G-HB	96	G-HB	
81	G-NY	89	F-SL	97	G-NY	
82	G-MD	90	G-NY	98	G-MD	
83	G-NY	91	G-MD	99	F-SL	
84	F-SL	92	G-NY	100	G-NY	
85	F-PV	93	F-SL			
86	G-NY	94	G-MD			

Employees on the Order Selection List who possess seniority on Conrail Seniority District F--Northeastern will have prior rights to assignments in NEC Working Zone 1. Employees on the Order Selection List who possess seniority on Conrail Seniority District G--Southeastern will have prior rights to assignments in NEC Working Zone 2.

APPENDIX B

THIS AGREEMENT, MADE THIS 2ND DAY OF AUGUST, 1983, BY AND BETWEEN NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) AND ITS EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS, GOVERNING THE ITEMIZED STATEMENT OF EARNINGS AND AMENDING PARAGRAPH (D) OF RULE 20 OF THE RULES AGREEMENT, DATED OCTOBER 26, 1982.

- (a) Passenger Engineers will furnish all information required on time slips so that proper identification of payments can be made.
- (b) An itemized statement of the employee's daily earnings for each pay period will be furnished with the employee's pay draft. A brochure type pamphlet containing applicable codes will be provided each employee to enable him to determine what payments were made for each date.
- (c) The requirement set forth in paragraph (d) of Rule 20 for initial denial of monetary claims for compensation alleged to be due will be satisfied when a monetary claim is identified and disallowed on an itemized statement of earnings form issued within the time limit specified in Rule 20. If an employee feels he has been improperly paid on the itemized statement of daily earnings form, he will submit his claim for grievance to the Local Chairman for appeal handling in accordance with paragraph (e) of Rule 20.
- (d) The itemized statement of daily earnings form will serve as notification of payment of claims and no further notification will be required.
- (e) Employees should use the itemized statement of daily earnings as the basis of reporting any overpayments.
- (f) This Agreement will become effective upon seven (7) days notice by the Corporation.

Signed this 2nd day of August 1983.

For:
Brotherhood of Locomotive Engineers

_____/s/_____
J. P. Carberry
Vice President
Labor Relations

_____/s/_____
D. F. Riley
General Chairman

For:
National Railroad Passenger Corporation

_____/s/_____
G. R. Weaver, Jr.
Assistant Vice President

APPENDIX C

Section A) New Commuter Service

“Commuter service operations assumed after the execution of this Agreement will be governed by the following additional conditions:

1. Amtrak will notify the General Chairman thirty (30) days prior to Amtrak’s operation of a commuter service.
2. Unless otherwise agreed to, assumptions of existing services will be placed in new work zones and new services will be placed in existing zones.
3. a. Employees in commuter service will be paid forty (40) straight-time hours for service performed in a work week and will be paid at the time and one-half rate for all additional service paid for in the work week, except as provided for in paragraph b, below.
 - b. i. Commuter service employees whose assignments include short turnaround passenger service runs, no single trip of which is scheduled to exceed three (3) hours, will be paid overtime for all time on duty, or held for duty, in excess of eight (8) hours, except that time released will be excluded and paid in accordance with paragraph ii, below.
 - ii. Such employees may be released during their tour of duty and will be compensated for such time at one-half the straight time rate for any period of release that exceeds one (1) hour. Time paid for as release time will not be taken into account for purposes of Rule 2(b) in the determination of the forty (40) straight time hours in the work week, except as specifically provided in paragraph iv, below.
 - iii. Except as provided in Rule 13 (Calls), regular assigned and employees assigned to extra boards will be paid a minimum equivalent of eight (8) straight time hours for each tour of duty completed, which will include all time paid for as release time.
 - iv. Employees performing service and paid for such in accordance with iii, above, will be credited with eight (8) hours of service performed at the straight time rate for the purpose of calculating the forty (40) straight time hours of service pursuant to Rule 2(b).
4. The crew bases in commuter service will have a radius of fifty (50) miles from the principal station in the crew base. It will remain the responsibility of employees to report directly to locations within the crew base. However, employees who are required to report to such locations which are within the crew base, but in excess of thirty (30) miles from the principal station, will be compensated as follows:
 - a. Compensation will be limited to the Corporation policy for the use of automobiles.
 - b. Only railroad miles in excess of thirty (30) railroad miles will be utilized in the compensation computation.

- c. Employees will only be entitled to such compensation when called to fill a temporary vacancy and when there are no commuter or Amtrak trains available for transportation.
5. The parties recognize that commuter service does not constitute intercity rail passenger service and that, accordingly, the Appendix C-2 successor agreement, as negotiated between the parties, does not apply to these services.
6. Where Amtrak determines that it requires a stabilized work force, it is agreed that employees electing to work in commuter service will be unable to exercise seniority to intercity service, except for an exercise of seniority in connection with a mandatory displacement. Likewise, employees in intercity service will only be able to exercise seniority into commuter service at the time of the mandatory displacement. Except that in either case, employees may elect to exercise seniority from one service to another should it develop that they cannot hold a position within thirty (30) miles of the location where they last performed service, and there is a position available in the other service that is closer to their place of residence.
7. Regular assignments in commuter services under this agreement will not be commingled with intercity passenger service, except by agreement.”

APPENDIX D

MEMORANDUM OF AGREEMENT DATED NOVEMBER 4, 1992, BY AND BETWEEN THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) AND THE EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS.

It is in the parties best interest to maintain a training program to facilitate the training, qualifying, and promotion of engine service trainees, to be certified as locomotive engineers in accordance with the terms of the Agreement. The parties agree to cooperate so that this program will produce the highest caliber locomotive engineers in an efficient, safe, and productive learning environment.

The following provisions are applicable to this engineer training program:

- I. A. Amtrak will reimburse trainees for actual, reasonable and necessary travel, lodging and meal expenses while engaged in orientation, classroom instruction, or on-the-job training at locations other than their assigned crew base.

B. While engaged in this program, trainees will be compensated at the hourly rate of \$12.00 with a minimum of eight hours per day. During the on-the-job training phase of the program, trainees shall receive lodging or suitable allowance in lieu thereof, and meal allowances and held time as provided under the applicable rules agreement.
- II. Upon successful completion of the training program, trainees will be certified as qualified engine service employees and shall be accorded a seniority date as provided in the June 7, 1990, letter of agreement. Such fully qualified employees will be entitled to exercise their engine service seniority in accordance with the applicable rules.
- III. While assigned to the training program, a trainee will not be used in other service prior to completion of the program.
- IV. A. The training program will consist of classroom instruction, simulator handling and work experience as determined by Amtrak.

B. During the classroom instruction phase of the program, trainees will be given final examinations on air brake, operating/safety rules and locomotive equipment and must achieve a minimum passing grade.

If the trainee fails one of these examinations, he will retake the examination within seven calendar days. If the trainee fails to pass a second examination, he will be terminated from the program in accordance with Article VI of this agreement.
- C. Initial sessions on the simulator will be graded on a pass/fail basis. Satisfactory performance on the simulator will be required for advancement to the on-the-job training phase of the program.
- V. A. Passenger engineers will be selected by the designated transportation officer in consultation with the Union representative at each location, to train candidates, if

applicable, on both diesel and electric locomotives, in yard, work, conventional passenger and Metroliner service, and during day and night operations. Amtrak will make the final selection based on FRA guidelines and other criteria such as personal safety and operating rule record, locomotive engineer evaluations and supervisory input, subject to the approval of the General Road Foreman and the BLE regional Chairman having jurisdiction. Subject to paragraph (B), below, the selected Passenger Engineer will be required to give the trainee the necessary experience at the controls (throttle time) and will fill out any necessary evaluation reports of the trainee. For these services the passenger engineer will be paid \$20.00 per day or trip in addition to all other earnings for each trip or tour of duty.

(As amended from Section 6 Agreement dated August 1, 1998)

- B. Passenger engineers selected to participate will be required to attend an orientation session to explain what is expected of them in the way of monitoring, evaluating and reporting the progress of a trainee. While attending orientation, passenger engineers will be paid in accordance with Rule 16.
- C. Passenger engineers used in the on-the-job training are responsible for the operation of their train in compliance with all operating rules and the proper instruction and evaluation of trainees. However, while trainees are operating, such passenger engineer will not be held responsible for problems or delays encountered as a result of the following:

Station stops - stopping short or long of platforms;

Ride quality - rough ride resulting from trainee's handling of equipment;

Penalty applications - delays resulting from trainee's delay in responding to alerter, automatic train control or cab signal changes;

Train handling delays - loss of time into or out of speed restrictions and loss of time in stops and starts.

- D. At the end of the on-the-job training phase of the program, the trainee will be given a final examination on the simulator which he must achieve a minimum passing grade in order to be certified as a qualified engineer.

VI. Failing to complete any phase of the training program, including on the job training, in accordance with the terms of this agreement or failure to pass a final examination on the second attempt will result in termination from the training program. If a trainee is unable to complete the training program due to sickness or authorized leave of absence, he will not be regarded as having failed. The decision as to whether the individual must start the program at the beginning or at another point in the program will be made by the designated carrier representative after consulting with the designated union representative.

NOTE: Prior to terminating a trainee in accordance with this Article VI, the System General Road Foreman, or his designee, will review the progress of the trainee.

- VII.A. If the content or format of the training program changes, the General Chairman will be advised prior to such change. The General Chairman will also be supplied with the name of each trainee, with the date his training commences and the date of his certification, if he successfully completes the program.
- B. In furtherance of the parties commitment to maintain a quality training program, a standing committee of six members, three from the company, and three from the union, will meet periodically to study the program and make recommendations for improvements as appropriate.

APPENDIX D-1

April 11, 2000

Mr. Mark B. Kenny, General Chairman
Brotherhood of Locomotive Engineers
Cherry Tree Corporate Center - Suite 125
535 Route 38
Cherry Hill, NJ 08002

Dear Mr. Kenny:

This letter has reference to our discussions concerning the establishment of seniority for new hire engineers under Rule 3 of the Labor Agreement, the June 7, 1990 Letter Agreement, which attempted to deal with problems relative to the establishment of seniority based on physical examinations, and the June 7, 1990 letter concerning completion of the classroom phase of the training.

It is our mutual understanding that completion of the classroom phase of the training is the completion of the present seven (7) weeks of training common to all student engineers, regardless of SBU affiliation. Additional training requirements specific to an SBU, such as AMT-2 or NORAC Rules on-corridor or the General Code off-corridor, whether provided or not provided by our training department, are of no consequence in the establishment of seniority.

If the foregoing accurately reflects our understanding in that regard, please sign where indicated below and return one original to me for the company's file.

Very truly yours,

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

I concur.

/s/ Mark B. Kenny 4/24/00
Mark B. Kenny
General Chairman

APPENDIX E
AMTRAK/LABOR PRODUCTIVITY COUNCIL

The BLE 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 BLE and management shall each designate representatives in writing, and may revoke such designations at any time. Representatives designated by the BLE shall be reimbursed in accordance with the schedule agreement. All costs of the Council shall be borne by Amtrak.

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

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

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

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

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

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

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

Distribution of Benefits of Savings. As productivity enhancement targets are established in all areas, periodic reviews of benchmarked activities shall evaluate progress toward those goals and value of increased efficiencies and savings to Amtrak's bottom line. Savings up to \$3.0 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.

APPENDIX F

OPS-VAC.
Synthesis

Synthesis

of

Operating Vacation Agreement

1980

(This is intended as a guide and is not to be construed as constituting a separate Agreement between the parties.).

Originally prepared November 2, 1967, by
Section 10 Committee of the April 29, 1949
Operating Vacation Agreement, as amended,
Revised as of December 31, 1980.

Synthesis
of
OPERATING VACATION AGREEMENTS

The following represents a synthesis in one document for the convenience of the parties, of the National Vacation Agreement of April 29, 1949, between certain carriers represented by the National Carriers' Conference Committee and their employees represented by the Brotherhood of Locomotive Engineers and the United Transportation Union (formerly the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America), and the several amendments made thereto in various national agreements up to August 25, 1978:*

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 vacation provision, the terms of the appropriate vacation agreement shall govern.

Section 1 (a) Effective January 1, 1979, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950**, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.) (See NOTE below.)

*Agreement of 7/26/78 with the BLE

*Agreement of 8/25/78 with the UTU

** (All references to September 25, 1950 Agreement should read September 21, 1950)

(b) Effective January 1, 1979, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation

Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951, or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section I(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section I(b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See NOTE below.)

- (c) Effective January 1, 1979, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having nine or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said nine or more years of continuous service renders service of not less than fourteen hundred forty (1440) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section I(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section l(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

- (d) Effective January 1, 1979, each employee subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eighteen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said eighteen or more years of continuous service renders service of not less than twenty-eight hundred eighty (2880) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section l(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This the equivalent of 120 qualifying days.) (See NOTE below.)

- (e) Effective January 1, 1979, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section l(e)

each base day in yard service performed by a yard service employee or by an employee having road and yard rights shall be computed as 1.6 days and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(e) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

NOTE: In the application of Section 1(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

- (f) In dining car service, for service performed on and after July 1, 1949 each 7 2 hours paid for shall be considered the equivalent of one basic day in the application of Section 1 (a), (b), (c), (d) and (e).
- (g) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

The 60 and 30 calendar days referred to in this Section 1(g) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

- (h) Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), fourteen hundred forty (1440) basic days under Section 1(c), twenty eight hundred eighty (2880) basic days under Section 1(d), and four thousand (4,000) basic days under Section 1(e).

- (i) Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or

by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

- (j) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.
- (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 preceding his return to railroad service had rendered no compensated service or 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 calendar 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 Section 1(a), (b), (c), (d) or (e) and (j) hereof.
- (l) 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 Section 1 (a), (b), (c), (d) or (e) and (j) hereof.

Section 2 Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

GENERAL

- (a) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered except as provided in subparagraph (b).

- (b) Beginning on the date Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement are concerned:

YARD SERVICE

- (1) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section l(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' pay at the rate of the last service rendered.

COMBINATION OF YARD AND ROAD SERVICE

- (2) An employee having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section i(i)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay for each week of vacation shall not be less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

NOTE: Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

Section 3 Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Section 4 Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

Section 5 The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

Section 6 Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing

vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

Section 7 (a) Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.

(b) After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

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

Section 9 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.

Beginning on the date Agreement "A" dated September 21, 1950, May 25, 1951, or May 23, 1952, became or becomes effective on any carrier, such additional vacation days shall be reduced by 1/6th with respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service.

Section 10 Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled

further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the chief executives of the five organizations signatory hereto, or their representatives or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 11 This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employees represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, insofar as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented by the Brotherhood of Locomotive Engineers and the United Transportation Union.

Section 12 This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

Section 13 This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees,

Section 14 The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

(Signatures Omitted)

MEMORANDUM

CHICAGO, ILLINOIS, APRIL 29, 1949

Referring to agreement, signed this date, between employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, and Carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, with respect to vacations with pay:

In computing basic days in miles or hours paid for, as provided in Section 1 of said agreement, the parties agree that the following interpretations shall apply:

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.
2. An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1-1/4 basic days.
3. An employee in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1-3/4 basic days.
4. An employee in yard service working 12 hours will be credited with 1-1/2 basic days.
5. An employee in freight service, run-around and paid 50 miles for same, will be credited with 2 basic day.
6. An employee in freight service, called and released and paid 50 miles for same, will be credited with 2 basic day.
7. An employee in freight service, paid no overtime or other allowances, working as follows:

1st trip,	150 miles
2nd trip,	140 miles
3rd trip,	120 miles
4th trip,	150 miles
5th trip,	<u>140 miles</u>
Total	700 miles

will be credited with seven basic days.

8. An employee in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.
9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.
10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
12. A trainman in short-turn-around passenger service makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1-1/5 basic days.
13. An employee in freight service, deadheading is paid 50 miles for same, will be credited with 2 basic day.
14. An employee is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.
15. An employee is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

ATTACHMENT 1

**INTERPRETATION OF CONTINUOUS SERVICE PROVISIONS OF
SECTION 1 OF VACATION AGREEMENT**

In the granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five or fifteen or more years, of continuous services as the case may be, where the employee transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

This understanding will apply commencing with the year 1956 but will also be applicable to claims of record properly filed with the carrier on or after January 1, 1955, for 1955 vacations and on file with the carrier at the date of this understanding. No other claims for 1955 based on continuous service will be paid. Standby agreements will be applied according to their terms and conditions for the year 1955.

Signed at Chicago, Illinois, this 18th day of January, 1956.

CARRIER MEMBERS
SECTION 10 COMMITTEE

EMPLOYEE MEMBERS
SECTION 10 COMMITTEE

March 6, 1975

Mr. Burrell N. Whitmire
President
Brotherhood of Locomotive Engineers
1365 Ontario Street
Cleveland, Ohio 44114

Dear Mr. Whitmire:

This confirms our understanding that an engineer who, while working as fireman, had become eligible to count in qualifying for a vacation prior service rendered for the carrier in a class or classes of service not covered by the operating employees' Vacation Agreement of April 29, 1949, may continue to count such prior service while working as engineer.

If you concur would you please sign below.

Yours very truly,

/s/ W. H. Dempsey
William H. Dempsey

I concur.

/s/ B. N. Whitmire
Burrell N. Whitmire, President
Brotherhood of Locomotive Engineers

April 1, 1981
File No. 471-4

CIRCULAR NO. 9-5(c)

TO MEMBER ROADS:

Referring to our Circular No. 9-5(c) dated November 13, 1967 with which was transmitted a Synthesis of the Operating Vacation Agreement and amendments thereof which was prepared by the Disputes Committee established under Section 10 of that Agreement:

This Synthesis has now been up-dated, a copy of which is attached.

Yours truly,

R. T. KELLY

Director of Labor Relations

APPENDIX F-1

AGREEMENT MADE PURSUANT TO RULE 27 - VACATION OF THE RULES AGREEMENT, DATED OCTOBER 26, 1982, BETWEEN THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) AND ITS EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS.

In accordance with Rule 27 of the Passenger Engineers Rules Agreement, signed October 26, 1982, the parties to said agreement hereby agreed to apply the provisions of the National Vacation Agreement of April 29, 1949, as amended, with the following modifications to conform to the basis of pay established in Rule 2 of the Rules Agreement.

1. For the purposes of determining qualifications for vacation, service performed as a Passenger Engineer on Amtrak will be treated in the same manner as service performed as a train or engine service employee in yard service as set forth in Section 1 of the National Vacation Agreement.
2. Service performed on Conrail in a calendar year shall be computed for the purpose of determining vacation qualifications in accordance with the applicable Conrail Agreement.
3. A Passenger Engineer receiving a vacation, or pay in lieu thereof, under Section 1 of the National Vacation Agreement, as modified herein, shall be paid for each week of vacation 1/52 of the compensation earned by such Passenger Engineer while engaged in train or engine service for Amtrak and/or Conrail during the calendar year preceding the year in which the vacation is taken, but in no event, shall such payment be less than five (5) eight (8) hour days at the Passenger Engineer's rate if working as such at the time the vacation is taken.
4. The provisions of Section 8 of the National Vacation Agreement will not apply to a Passenger Engineer who returns to service with Conrail pursuant to the application of the Section 1165 Agreement dated October 20, 1982.
5. A Passenger Engineer receiving a vacation, or pay in lieu thereof, will be paid for such vacation by Amtrak, if such Passenger Engineer last performed compensated service on Amtrak immediately preceding the date the vacation is taken or payment in lieu thereof is due. In no case, will a Passenger Engineer be entitled to dual vacation benefits as a result of the application of this Agreement.
6. Vacation periods shall begin at 12:01 am, Monday, and end at 11:59 pm, Sunday. Passenger Engineers shall be permitted, subject to the provisions of Section 6 of the National Vacation Agreement, to divide the total vacation due in any calendar year into segments, but no segment shall be less than one (1) week.

7. Any dispute or controversy arising out of the interpretation of any of the provisions of the Agreement shall be handled in the same manner as other disputes arising under the Passenger Engineers Rules Agreement.

Signed this **2nd** day of **August 1983**.

For:
Brotherhood of Locomotive Engineers

_____/s/_____
J. P. Carberry
Vice President
Labor Relations

_____/s/_____
D. F. Riley
General Chairman

For:
National Railroad Passenger Corporation

_____/s/_____.
G. R. Weaver, Jr.
Assistant Vice President

APPENDIX F-2

Section E) Vacations

Changes to the National Vacation Agreement contained in Article V, Section 2 and Side Letter No. 6 of the NCCC/BLE Agreement dated May 31, 1996, are adopted, with such modifications previously agreed upon for application to Amtrak.

APPENDIX "B"

AUGUST 1, 1998 AGREEMENT

**ENGINEER VACATIONS
AGREED TO QUESTIONS AND ANSWERS**

**NATIONAL RAILROAD PASSENGER CORPORATION
AND
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

Section 1

In the application of Article VIII, Section E, existing rules governing vacations are amended as follows effective August 1, 1998.

- a. The minimum number of basic days on which an employee must render service to qualify for an annual vacation for the succeeding calendar year shall be increased by fifty (50) percent from the minimum number applicable under vacation rules in effect on the date of this Agreement. The multiplying factors set forth in vacation rules in effect on the date of this Agreement shall be amended to provide that each basic day of service performed by an employee shall be computed as 1.6 days.

NOTE: It is the parties' intention that, in accordance with application of the multiplying factors set forth in existing vacation rules as amended above, commencing with calendar year 1999, this subsection would require the equivalent of 150 days in a calendar year to qualify for an annual vacation for the succeeding year.

- b. Calendar days on which an employee assigned to an extra board is available for service and on which day he/she performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of an injury received on duty will be included. Such days will not be subject to the multiplier factor set forth in existing vacation rules as amended.
- c. Calendar days on which an employee is compensated while attending training, corporate level joint labor-management committee meetings and rules class at the direction of the Carrier will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the multiplier factor set forth in existing vacation rules as amended.
- d. An employee may take his annual vacation in any calendar year in weekly segments.
- e. An employee may take up to one week of his/her annual vacation in single day increments.
- f. Existing rules and practices regarding vacation not specifically amended by this Section including (but not limited to) scheduling of vacations, shall continue in effect without change.

SECTION 2

- Q1 What procedure should be followed when requesting a single day of vacation?
- A1 The procedure for requesting a single day of vacation will be consistent with the requirements set forth in Rule 33 for scheduling the "choice holiday," However, Q&A 1 and 2 of the Agreed Upon Questions and Answers to Rule 33, dated June 6, 1983, is not applicable to single day vacations,
- Q2 Must the Carrier allow the request made by an employee to observe a single day of vacation?
- A2 Yes, consistent with the requirements of service and procedures set forth in Rule 33 for scheduling the "choice holiday." However, O&A 1 and 2 of the Agreed Upon Questions and Answers relative to Rule 33, dated June 2, 1983, is not applicable to single day vacations.
- Q3 Does the Term "local officials" as used in Side Letter #4 include Division Presidents, Secretaries/Treasurers, and Legislative Representatives who may be required to lose time from their assignments due to union obligations?
- A3 No. Local Officials are limited to working General Chairmen, Vice General Chairmen, Regional Chairmen, Secretary/Treasurer of the General Committee of Adjustment, Local Chairmen, and State Legislative Board Chairmen.
- Q4 In application of the "single day rule," how many days of single day vacations is an employee permitted to take?
- A4 Five (5) days will be allowed in single day increments.
- Q5 In the application of the "single day rule," can the employee elect to take vacation in periods of two (2), three (3), or four (4) days, rather than single day increments?
- A5 Yes.
- Q6 What rate of pay is due a Passenger Engineer taking a single day of vacation?
- A6 A Passenger Engineer will be paid 1/5 of his/her weekly vacation allowance for each single day of vacation.

May 18, 2000

Mr. Mark B. Kenny
General Chairman - BLE
Cherry Tree Corporate Center - Suite 125
535 Route 38
Cherry Hill, NJ 08002

Dear Mr. Kenny:

This has reference to our discussions concerning a special agreement to provide incentives to engineers to work in the Peninsula Commute Service (PCS). The engineers are needed through October, 2000, for the purpose of operating "baseball specials". Also, there is a possibility that they may be needed beyond that date to support a proposed expansion of Peninsula Commute Service (PCS).

Therefore, we have agreed to the following:

1. Amtrak passenger engineers relocating to the PCS under this letter agreement will have their travel, in the manner directed by the company, to and from PCS paid.
2. Amtrak passenger engineers relocating to the PCS will also be provided a furnished apartment (or equivalent), \$40.00/ day meals and \$100.00/ week for incidentals.
3. Amtrak passenger engineers accepting assignments in the PCS under the terms of this letter agreement will be locked into the PCS until October 31, 2000, unless released by the company prior to that date.
4. Upon the release of a passenger engineer(s) accepting assignment to the PCS, such passenger engineers will be permitted to return to their former position if filled by a junior engineer. If their position has been filled by a senior engineer, the engineer may exercise seniority to any other position held by a junior engineer in that Work Zone.
5. Engineers will be permitted, at no cost to them, air travel to their home crew base area and return every five (5) weeks. An engineer must request such travel not less than 30 days in advance of the intended travel.
6. Engineers who are lodged more than a mile from the sign up point(s) of their assignment will either be provided a taxi voucher or reimbursed for taxi expenses to get to and from their sign-up point(s).

APPENDIX G

January 24, 1992

Mr. R. B. Wiggins, General Chairman
Brotherhood of Locomotive Engineers
523 Route 38, Suite 102
Cherry Hill, NJ 08002-2948

Dear Mr. Wiggins:

This refers to our discussions regarding Amtrak's desire to operate commuter service in behalf of the Peninsula Corridor Study Joint Powers Board, hereinafter referred to as the Peninsula Commute Service (PCS).

In order for Amtrak to be in a competitive position to be a successful bidder for this service and in light of the fact that the operation of such service will benefit both the employees and Amtrak, it was agreed as follows:

- 1) Amtrak will notify the General Chairman thirty days prior to Amtrak's operation of the service;
- 2) This service will be placed in off-corridor work zone 12.
- 3) Article VIII of the July 18, 1986, agreement will apply to employees performing the PCS commuter service;
- 4) The crew bases for this service will be the territory encompassed within a 50 mile radius of San Jose and the territory encompassed within a 50 mile radius of San Francisco.
- 5) The parties recognize that this commuter service does not constitute intercity rail passenger service and that accordingly, Appendix C-2 would not apply to this service.

If the above correctly sets forth our understanding, please indicate your concurrence by signing in the space provided below.

Very truly yours,

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

I Concur:

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

2/4/92
Date

January 24, 1992

Mr. R. E. Wiggins, General Chairman
Brotherhood of Locomotive Engineers
523 Route 38, Suite 102
Cherry Hill, NJ 08002-2948

Dear Mr. Wiggins:

This refers to the January 24, 1992 , agreement concerning the Peninsula Commute service.

Paragraph (4) of the agreement states that the crew base(s) for employees involved in the PCS means the territory encompassed within 50 miles of the passenger station at San Jose and San Francisco.

It was understood that it will remain the responsibility of employees to report directly to locations within the crew base. However, it was agreed that employees who are required to report to such locations which are within the crew base but in excess of 30 miles from the principal passenger station will be compensated as follows:

1. Compensation will be limited to the Corporation's policy for use of automobiles;
2. Only railroad miles in excess of 30 railroad miles will be utilized in the compensation computation;
3. Employees will only be entitled to such compensation when called to fill a temporary vacancy and when there are no PCS commuter service trains or Amtrak trains available for transportation.

The foregoing will in no way affect the application of rules regarding outlying points, points outside the crew base.

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

Very truly yours,

/s/ J. M. Fagnani
J. M. Faganani
Director - Labor Relations
I Concur:

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

2/4/92
Date

APPENDIX H

July 23, 1999

Mr. Mark B. Kenny, General Chairman
Brotherhood of Locomotive Engineers
Cherry Tree Corporate Center, Suite 125
535 Route 38
Cherry Hill, New Jersey 08002

Dear Mr. Kenny:

This refers to our recent discussions regarding Article VIII, Section D, of the August 1, 1998 Agreement, wherein it was agreed to advertise all positions twice a year for mandatory bids. It is now agreed, that in lieu of advertising all positions twice a year (with the exception at this time of Work Zones 1 and 2), Passenger Engineers will have the opportunity to exercise an optional displacement twice a year. Passenger Engineers in each work zone may elect to exercise an optional displacement to an assignment held by a junior employee or to an assignment that is subject to or being advertised for bid in their current or prior right work zone. The application for an optional displacement must be submitted in writing by 12:00 Noon on the first Monday in the months of February and August, to be effective at 12:01 A.M. on the third Wednesday thereafter.

Except as noted below, employees displaced as a result of this optional displacement shall be notified as soon as possible and shall have twenty-four (24) hours from the time notified to exercise seniority over a junior employee or to an assignment subject to or being advertised for bid, until the advertisement is closed. All employees exercising displacement right to another assignment as a result of this Agreement who are not fully qualified on such assignments will not be permitted to occupy such assignments until fully qualified. Additionally, the incumbents of such assignments will not be considered displaced until the displacing employees fulfill such qualifying requirements.

Employees who exercise seniority to assignments subject to or being advertised shall be considered an automatic bidder for such assignment. An employee who exercises seniority to a vacancy as a result of this Agreement who is not fully qualified on such assignment will not be permitted to occupy such assignment until fully qualified. Further, it is understood that a Passenger Engineer that is displaced as the result of a senior employee exercising under the optional will have twenty-four (24) hours from the date displaced to exercise their displacement right. Should a senior employee be awarded the assignment after the advertisement is closed, the junior employee who exercised to the vacancy will be required to exercise his seniority to another assignment within twenty-four (24) hours after the effective date and time of the award. In any event, should a Passenger Engineer fail to exercise displacement within twenty-four (24) hours, they will be placed on the extra board at the crew base in which they were displaced.

If the above is acceptable to you, please indicate your concurrence by signing in the space provided, returning one signed copy of this letter to my office.

Very truly yours,

Larry C. Hriczak
Director-Labor Relations

I Concur:

Mark B. Kenny, General Chairman
Brotherhood of Locomotive Engineers

APPENDIX I

November 9, 1999

Mr. Mark B. Kenny
General Chairman - BLE
Cherry Tree Corporate Center
Suite 125
535 Route 38
Cherry Hill, NJ 08002

Dear Mr. Kenny:

This letter has reference to our discussions concerning the relocation of engineers in order to ease engineer shortages at certain crew bases. Amtrak may offer the following package to engineers at crew bases that have furloughed and/or excess protected engineers. Engineers who physically relocate their residence to an area with an engineer shortage will be entitled to and governed by the following conditions.

A The Carrier will pay the cost of relocation as follows:

- 1) A \$2,000 advance payment, in addition to any other payment that may be applicable under this agreement. If an employee accepts this advance payment but does not relocate, the advance payment will be deducted from any monies due the employee. The Carrier will arrange to have the transfer allowance referred to herein issued two (2) weeks prior to the employee reporting to the new work location, provided the employee gives sufficient notification.
- 2) A lump sum transfer allowance based upon the shortest highway mileage from the old work location to the new work location as follows:

Mileage	Amount
Up to 449	\$5,000
450-899	5,500
900-1349	6,000
1350+	6,500

50% of the applicable lump sum amount called for by this Item will be paid when the employee actually relocates to the new work location; and provided the employee has continued to work or to be available for work at the new work location; the remaining 50% will be paid in two installments at ninety (90) day intervals thereafter.

- 3) Once physically relocated, an employee who owned a mobile home at the former work location will be paid an additional \$3,000. A mobile home owner is defined as an employee who owns or is under contract to purchase a mobile home, which was occupied as a principal place of residence immediately prior to the transfer. The employee must furnish evidence satisfactory to the Carrier to establish ownership of that mobile home.

- 4) Once physically relocated, an employee who owned a home at the former work location immediately prior to the transfer will be paid an additional \$11,000. A homeowner is defined as an employee who owns or was under contract to purchase a home, which was occupied as a principal place of residence immediately prior to the transfer. The employee must furnish evidence satisfactory to the Carrier to establish ownership of that home.
- B. At a crew base(s) where there are furloughed and/or excess protected engineers, relocation benefits will be offered to engineers and offers will be accepted in seniority order.
- C. Engineers relocating under this agreement will be paid to qualify and locked into positions in the geographic service to which relocated for one (1) year, from the date fully qualified to work an assignment in that geographic service.

This agreement may be canceled by either party with twenty (20) days advance written notice. If this properly reflects our understanding, please indicate your concurrence by signing in the space provided.

Very truly yours,

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

I concur.

/s/ Mark B. Kenny
Mark B. Kenny
General Chairman - BLE

APPENDIX J

November 9, 1999

Mr. Mark B. Kenny, General Chairman
Brotherhood of Locomotive Engineers
Cherry Tree Corporate Center - Suite 125
535 Route 38
Cherry Hill, NJ 08002

Dear Mr. Kenny:

This has reference to our discussions in connection with a manpower shortage at different locations through the Amtrak system and the use of certified engineers from other railroads that would be interested in working for Amtrak.

Due to a continuing shortage of engineers, it was agreed that Amtrak would offer to active or furloughed engineers from other railroads, enhanced employment opportunities with Amtrak at locations where a shortage exists. In consideration of their FRA certification and engine service experience, and as an incentive to accept employment with Amtrak, the following terms and conditions would apply in connection therewith:

1. Credit of up to five (5) years continuous engine service toward entry rates.
2. Credit of prior railroad service for vacation purposes to the extent enjoyed on their existing railroad.

NOTE: For the purposes of 1. above, a break in continuous engine service occurs when an engineer has not operated an engine in the twelve (12) full months preceding employment by Amtrak. For the purposes of 2. above, a break in service occurs when an engineer has not worked for his prior railroad in the twelve (12) full months preceding employment by Amtrak.

Further, when an engineer is employed under this Agreement, existing similarly situated engineers are likewise eligible to have their service with their former railroad credited in the same manner upon the submission of documentation relating to and verification of such service. For existing engineers, the increased rate will be applied prospectively and any vacation improvements would not be effective until the year 2000.

Mr. Mark B. Kenny
November 9, 1999
Page 2

This agreement may be cancelled by either party with 20 days advance notice. If this properly reflects our understanding, please indicate your concurrence by signing in the space provided below.

Very truly yours,

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

I concur.

/s/ Mark B. Kenny

Mark B. Kenny
General Chairman - BLE

APPENDIX K
AGREEMENT
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
(AMTRAK)
AND
ITS EMPLOYEES REPRESENTED BY
THE AMERICAN TRAIN DISPATCHERS 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:

- 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.
- An eligible employee is an active employee who has completed one year of service as defined in the Plan.
- Participation in the Plan by any eligible employee shall be voluntary.
- There will be no contributions to the Plan by Amtrak.
- Amtrak will take such actions as may be prudent or required by law to maintain the tax qualified status of the Plan.

Signed this 27 day of December, 1993.

For:

Amtrak
Association

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

For:

American Train Dispatchers

/s/ E. A. Cratin
E. A. Cratin
General Chairman

AGREED UPON
QUESTIONS AND ANSWERS
TO THE
AGREEMENT
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DATED
OCTOBER 26, 1982

RULE 2 - CLASSIFICATION AND BASIS OF PAY

Q1. A Passenger Engineer arrives late at turning point and misses the return leg of his assignment. What compensation will he be entitled to?

A1. He may be instructed to deadhead combined with service or he may perform service to his Crew Base with not less than the earnings of his assignment.

Agreed: 6/23/83

Q2. Under this rule Engineers are entitled to the overtime rate for all time in excess of 40 straight time hours in a work week. However, in service between Philadelphia, and Harrisburg, assignments are advertised to operate six (6) days every other week. Will this require payment at overtime or does the guarantee waive such payment?

A2. The guarantee provided for the Harrisburg to Philadelphia service is a special arrangement which is not subject to the overtime after 40 hours provision of Rule 2. The first eight (8) hours worked on a sixth day which is scheduled for purposes of the Harrisburg/Philadelphia guarantee is to be paid at the pro rata rate. Any time worked in excess of eight (8) hours on such day would be paid for at a rate of time and on-half.

Agreed: 3/22/83

Q3. A Passenger Engineer assigned to a New York-Philadelphia Road Passenger run, with a three hour layover at the Philadelphia Crew Base is used to perform service during the three hour layover. Is the Passenger Engineer entitled to any additional compensation?

A3. No; however, Letter No.3 would apply.

Agreed: 4/6/83

- Q4. What will a Passenger Engineer be paid if, by virtue of performing work during his layover period, he misses the return leg of his assignment?
- A4. Time will be computed from time he reported to duty at his home Crew Base until the time relieved at his home Crew Base, with not less than the earnings of his regular assignment.

Agreed: 4/6/93

- Q5. If a Passenger Engineer is called off the New York Extra Board for service to Washington, DC, deadhead combined with service, may he be required to perform service back from Washington?
- A5. Yes.

Agreed: 4/6/83

- Q6. A Passenger Engineer's assignment operates a total time on duty for four (4) hours per day, five days a week. If such Passenger Engineer performs service on the sixth and seventh day of his work week, is he entitled to be paid time and on-half for each day with a minimum of eight (8) hours time and one-half? (BLE 3/22/83)
- A6. Yes

Agreed: 3/22/83

- Q7. What is meant by "90% of the applicable hourly rate of pay" in the application of this article?
- A7. Work performed in yard service shall be paid at 90% of the passenger engineer's then applicable rate under the rate progression provisions of the agreement.
- Q8. How is the first two years of service defined? Do employees receive credit for prior Amtrak service or engine service with other rail corporations toward the two year period?
- A8. The two years of service is the first twenty-four (24) months after an employee enters engine service with Amtrak. There is not credit for prior service under this agreement.

RULE 3 - SENIORITY

- Q1. May a Passenger Engineer working in Northeast Corridor Zone 1 bid for and be awarded an advertised position in NEC Zone 2?
- A1. Only if no Amtrak Passenger Engineer with prior rights to Work Zone 2 assignments bids on such assignment.

Agreed: 6/23/83

- Q2. How far must a Passenger Engineer exercise his seniority under Rule 3 before he will be

allowed to take furlough or be considered deprived of employment under Article V.A.1. of the Section 1165 Agreement?

- A2. Passenger Engineer is required to exercise his NEC seniority to any position within the Work Zone in which found.

Agreed: 3/22/83

- Q3. May a Passenger Engineer working in Northeast Corridor Zone 1 bid for and be awarded an advertised position in NEC Zone 2?

- A3. Only if no Amtrak Passenger Engineer with prior rights to Work Zone 2 assignments bids on such assignment.

Agreed: 6/23/83

- Q4. How far must a Passenger Engineer exercise his seniority under Rule 3 before he will be allowed to take furlough or be considered deprived of employment under Article V.A.1. of the Section 1165 Agreement?

- A4. Passenger Engineer is required to exercise his NEC seniority to any position within the Work Zone in which found.

Agreed: 3/22/83

RULE 4 - SERVICE BETWEEN ZONES

- Q1. In service within a work zone can an assignment be advertised which operates through a crew base in between the principal station of the originating crew base and the principal station of the terminating crew base? (BLE 3/22/83)

- A1. Yes.

Agreed: 6/23/83

RULE 6 - BULLETINS AND ASSIGNMENTS

- Q1. Will a Passenger Engineer be permitted to remain on a job he bid from if the job he bid for does not commence work during the following 48 hours, (rest days), and the assignment he is bidding from has not yet been under advertisement?

- A1. Yes. In order to avoid any loss of time due to changing assignment, a Passenger Engineer bidding from a regular assignment that is not under advertisement may remain on the assignment he has bid from for a period not to exceed 48 hours from the time the assignment becomes effective.

Agreed: 6/23/83

- Q2. A Passenger Engineer's assignment is readvertised. He does not bid for this assignment or any other assignment, and chooses to remain on the assignment while it is under advertisement. What happens to this Passenger Engineer when the advertisement is

closed and the assignment has been made?

- A2. He must vacate the assignment on the effective date of the award and will have five days to exercise his seniority to any position other than the assignment he is holding.

Agreed: 6/23/83

- Q3. How do we define permanent changes in a regular assignment? For example: track work for a week, month, or year.

- A3. When it is known that it is a change of 30 days or more.

Agreed: 6/23/83

- Q4. In the application of Rule 6, paragraph (i) who is considered as the junior Passenger Engineer working at the same Crew Base?

- A4. Junior Passenger Engineer on the Crew Base Extra Board at the location where the assignment failed for bid.

Agreed: 4/6/83

- Q5. When a junior Passenger Engineer becomes available at the crew base, releasing a senior man who was force assigned, and is force assigned in his place, does he have the right to be released if another junior man marks up?

- A5. Yes.

Agreed: 6/23/83

- Q6. If the junior Passenger Engineer on an extra board is force assigned to an assignment that failed for bid under the provision of Rule 6, paragraph (i), will his weekly extra board guarantee be prorated?

- A6. If the Passenger Engineer was available for service during that portion of the weekly period he was on the extra board and works all the hours of his regular assignment for the remainder of the extra board weekly period, he will be allowed the difference between what he actually earns in the weekly period and the money equivalent of 40 straight time hours.

Agreed: 6/23/83

- Q7. A Passenger Engineer assigned to an extra board at Crew Base A is cut from the extra board and immediately exercises his seniority to an extra board at Crew Base B and is available for service during the entire weekly period. Would such Passenger Engineer be entitled to the weekly guarantee provided in Rule 9?

- A7. Yes.

Agreed: 6/23/83

Q8. When a Passenger Engineer exercises displacement rights to an assignment for which he does not meet all qualifications, will the incumbent Passenger Engineer be considered immediately displaced?

A8. No; the incumbent Passenger Engineer will not be considered displaced until the displacing Passenger Engineer meets all the qualifications required of the assignment and physically displaces the incumbent.

Agreed: 8/2/83

Q9. In the application of this Article, can a Passenger Engineer be furloughed while a “junior” employee occupies an assistant passenger engineer position?

A9. If the “junior” employee has prior rights as an assistant passenger engineer, a passenger engineer who does not possess prior rights to assistant passenger engineer positions under this paragraph may properly be furloughed.

Q10. Do passenger engineers have rights to Assistant Passenger Engineers assignments?

A10. A Passenger Engineer without prior rights to Assistant Passenger Engineer assignments may only exercise seniority to an Assistant Passenger Engineer position not occupied by an employee with prior rights to such assignment.

Q11. Can the junior assistant passenger engineer in a crew base who is unable to hold an assistant passenger assignment, yet can hold a passenger engineer assignment in the same crew base, take a home terminal furlough?

A11. No; the assistant passenger engineer must either exercise his or her passenger engineer seniority within the crew base, or exercise his or her seniority to another crew base.

RULE 7 - REDUCING AND INCREASING FORCES

Q1. If a Passenger Engineer, who is notified that his position is abolished, fails to exercise his displacement rights, will this be considered a displacement onto the extra board so that one employee will be cut off the board for each one added through failure to exercise seniority?

A1. The Engineer will revert to the Extra Board and the Extra Board may be immediately adjusted.

Agreed: 6/23/83

Q2. At Crew Base “A” the Passenger Engineer’s Extra Board is cut by one man. What happens to the employee cut from the Board who fails to exercise seniority within five days?

A2. An employee cut from an Extra Board must exercise seniority within five days. If he is able to but fails to do so, he may only return to active service by bidding on advertised assignments.

Agreed: 6/23/83

Q3. Does Rule 7 require that five days advance notice be given if the number of positions on an Extra Board is to be reduced?

A3. No.

Agreed: 6/23/83

Q4. Rule 7 allows a Passenger Engineer to exercise displacement within five days after the date of notification of abolishment of positions. What is considered the first day of this five day period?

A4. The first full calendar day following the date of the notice. For example, notice is posted 3:00 pm on January 5, 1983, the five day period begins 12:01 am, January 6, 1983.

Agreed: 6/23/83

Q5. Will a man forfeit his NEC Seniority on Amtrak if he is recalled from furlough by Amtrak and Conrail does not release him? (BLE 3/22/83)

A5. No.

Agreed: 3/22/83

RULE 8 - ANNULMENT OF ASSIGNMENTS

Q1. Is there any penalty payment provided in Rule 8 if a Passenger Engineer is notified of an annulment in less than four hours but prior to reporting for duty?

A1. No.

Agreed: 6/23/83

Q2. What payment, if any, will be made to a Passenger Engineer if he reports to his assignment without being notified of its annulment?

A2. The Passenger Engineer will be allowed four hours under Rule 13 if no attempt was made to notify the Passenger Engineer at least four hours prior to the reporting time of the assignment.

Agreed: 6/23/83

Q3. If a Passenger Engineer's assignment is annulled, is he entitled to exercise displacement rights?

A3. A Passenger Engineer whose regular assignment is annulled for more than one day will be entitled to exercise displacement rights.

Agreed: 3/22/83

Q4. A Passenger Engineer's assignment is annulled due to emergency conditions and he is

not notified; however, when he reports he is informed of the annulment and is used on another assignment. What amount of payment will he receive?

A4. The employee will be paid in accordance with Rule 2.

Agreed: 8/2/83

RULE 9 - GUARANTEED EXTRA BOARD

Q1. Is an extra employee entitled to deadhead pay and/or auto mileage allowance when covering assignments within the Crew Base?

A1. No.

Agreed: 3/22/83

Q2. An extra Passenger Engineer is called to cover a one day vacancy at an outlying point, i.e., a point outside the confines of the Crew Base. Where will such Passenger Engineer report for and be relieved from duty? (New 3/22/83)

A2. The extra Passenger Engineer will report for duty at the principal station within the Crew Base and will be transported under pay to the outlying point. After completing service at the outlying point, the Passenger Engineer will be transported back to the principal station within the Crew Base where he will report off duty for pay purposes.

Agreed: 3/22/83

Q3. An extra employee on the Washington, DC, extra board is called to report for an assignment at Odenton (within the Crew Base). Where will such employee be relieved from duty? (New 3/22/83)

A3. An extra employee on the Washington, DC, Extra Board is called from duty at the same point within the Crew Base, i.e., Odenton.

Agreed: 3/22/83

Q4. If an extra Passenger Engineer filling a vacancy at an outlying point marks off in the middle of his holddown, is the extra Passenger Engineer filling this vacancy entitled to deadhead compensation?

A4. Deadhead pay is allowed only for the first and last day of the vacancy.

Agreed: 6/23/83

Q5. Will the extra board guarantee be pro-rated for a Passenger Engineer not completing a full week? (BLE 3/22/83)

A5. No, except in those situations specifically provided in Rule 6, Q&A 6 and 7.

Agreed: 8/2/83

Q6. Are payments such as, but not limited to, those provided in Rules 8(b) and 13(b) applied

against the money equivalent of 40 straight time hours? (BLE 3/22/83)

A6. Yes.

Agree: 6/23/83

Q7. A Passenger Engineer is called to report at his home crew base. The job is a work extra to be run as follows: light engine North to Yard "A"-3 miles and switch cars. Then South to crew base; then light 10 miles East to siding "B" to pick up cars; then back to crew base; then North to yard "A" by his home crew base to yard "C" 70 miles. Can you run a Passenger Engineer through his originating crew base? (BLE 3/22/83)

A7. Yes.

Agree: 8/2/83

Q8. A Passenger Engineer on an Extra Board refuses to accept a "soon as possible" call. Is such Engineer to be dropped to the bottom of the Extra Board and considered as having missed a call thereby breaking his guarantee? (BLE 3/22/83)

A8. Yes

Agreed: 6/23/83

Q9. A duly accredited representative regardless of craft as defined in Rule 1 of the Rules Agreement is assigned to an extra board and requests to mark off to attend a conference with the carrier or to represent another employee under this Agreement at an investigation. How will such action affect the duly accredited representative's status on the Extra Board?

A9. The duly accredited representative will maintain his relative standing on the extra board. Such action will not be considered as unavailability under Rule 9(b); however, any earnings lost or any payments made in accordance with Rule 34 or under policy determination will be charged against the money equivalent of forty (40) straight-time hours for guarantee purposes. Payments made are not subject to the overtime provisions of Rule 2(b) since they are not payments for service performed.

Q10. What is the percentage of extra board positions that Amtrak will allocate to Auto Train employees on the Work Zone 5 engine service extra board at Washington, DC?

A10. Based on the 16 regular passenger engineer and 6 regular assistant passenger engineer positions at the Washington Crew Base in Zone 5; and the 4 regular passenger engineer and 3 regular assistant passenger engineer positions at Lorton in Auto Train service, 25% of the positions on the combined Washington engineer extra board shall be allocated to Auto Train employees under this Article.

RULE 10 - DEADHEADING

Q1. Who is the proper officer of the Corporation responsible for marking time slips indicating how and when a Passenger Engineer was notified to deadhead?

- A1. In light of the Centralized Crew Dispatching operation compliance with the rule will be satisfied by the Crew Dispatcher instructing the Passenger Engineer to mark his own time slip in accordance with the call.

Agreed: 3/22/83

- Q2. If a Passenger Engineer is verbally notified how to deadhead but the time slip is not marked, will deadhead be paid for separately?

- A2. No; however, the Corporation has the burden of proof by producing the taped conversations (or a certified transcript thereof).

Agreed: 3/22/83

RULE 13 - CALLS

- Q1. Does Rule 13(a) provide for any compensation to a Passenger Engineer who reports for his assignment which is annulled?

- A1. See Rule 8, Question and Answer No. 2.

Agreed: 8/2/83

- Q2. A Passenger Engineer assigned to the Harrisburg-Philadelphia service completes his advertised assignment in five hours. He is then used for an additional three hours in emergency service pursuant to Rule 13(b). How would this employee be paid?

- A2. Minimum day plus three hours at time and one-half rate under Rule 13(b).

Agreed: 3/22/83

RULE 15 - EXPENSES AWAY FROM HOME

- Q1. Are the provisions of Rule 15 applicable to a Passenger Engineer who as a part of his assignment is under pay at other than the designated Crew Base of the assignment, e.g. at the layover point in turnaround service?

- A1. No.

Agreed: 5/18/83

RULE 16 - TRAINING, QUALIFYING AND EXAMINATIONS

- Q1. If a Passenger Engineer on an extra board must mark off to attend training class or examination will this be considered as breaking his guarantee? (BLE 3/22/83)

- A1. No, however, any compensation received will be applied towards the guaranteed money equivalent of 40 straight time hours.

Agreed: 6/23/83

- Q2. Is compensation received pursuant to Rule 16 considered in the application of the

overtime provisions in Rule 2?

A2. No.

Agreed: 6/23/83

RULE 19 - JURY DUTY

Q1. How will the laws concerning jury duty in the state of New Jersey affect the application of this rule insofar as Passenger Engineer is concerned?

A1. An employee required to lose time from his assignment will be entitled to the amount of usual compensation he would have earned had he worked on such day or days less the amount of jury allowance paid as verified by a statement from the court.

Agreed: 6/23/83

RULE 20 - TIME LIMITS

Q1. Is a denial by the Carrier required when a time claim is not submitted in duplicate and/or properly receipted as required by Rule 20?

A1. No. Paragraph (a) specifically states that such claims will not be entertained.

Agreed: 6/23/83

RULE 21 - DISCIPLINE AND INVESTIGATIONS

Q1. What is meant by the term "Corporation" as used in paragraph (d) (1) relating to cases involving stealing or criminal offense?

A1. General Superintendent involved.

Agreed: 6/23/83

Q2. Does paragraph (h) (5) require that the employee and his representative will have a decision in writing when they leave the officer after an appeal hearing on discipline?

A2. Yes, unless mutually agreed to otherwise.

Agreed: 6/23/83

Q3. What pay will a Passenger Engineer be entitled to if found not guilty as a result of a disciplinary investigation? (BLE 3/22/83)

A3. When discipline assessed as a result of a formal investigation is subsequently expunged, an engineer who has incurred wage loss shall be paid for such wage loss incurred. When discipline assessed is subsequently reduced, an engineer who has incurred wage loss shall be paid for such wage loss during any period not part of the final discipline assessment.

Agreed: 6/23/83

RULE 32 - HOLIDAYS

Q1. If a Passenger Engineer on the Extra Board performs service on the day before, after and on the holiday and subsequently is called for another tour of duty on that same day and is not available, will he be disqualified from receiving holiday pay?

A1. No.

Agreed: 6/23/83

Q2. What compensation will a Passenger Engineer in the New York -Washington service be paid when he works on a holiday, provided he meets all the qualifications set forth in Rule 32?

A2. He would receive the 8 hour holiday payment at the straight time rate; in addition, he would receive the *greater* of the earnings of his assignment computed in accordance with Rules 2 and 32 or the “minimum pay for each completed trip.”

EXAMPLE:

Run takes 8 hours

- 8 hours “ 12 time \$201.24
- Minimum trip pay \$269.72
Would be paid minimum trip pay

Run takes 12 hours

- 12 hours “ 12 time \$301.86
- Minimum trip pay \$269.72
Would be paid earnings under Rules 2 and 32

RULE 33 - CHOICE HOLIDAY

Q1. Does an employee have a demand right to work his choice holiday?

A1. Yes.

Agreed: 6/23/83

Q2. If a man takes a choice holiday and works the day, will he be paid at the time and one-half rate for all service performed plus eight (8) hours pay for the holiday? (BLE 3/22/83)

A2. Yes, if he fulfills qualifying requirements for the holiday pay as set forth in Rule 33.

Agreed: 6/23/83

LETTER NO. 2

Q1. A Passenger Engineer working a Road Passenger assignment in the guaranteed New York to Washington service, exceeds the maximum hours of service permitted under the House of Service Law upon arrival at Washington, and an extra employee is called off the Washington Crew Base Extra Board to fill the remainder of the assignment and deadhead combined with service back to the Washington Crew Base. Is the extra employee entitled to the guarantee payment for this service? Is the regular Passenger Engineer entitled to the guarantee payment?

A1. The extra employee would not be entitled to the guarantee but the regular employee would receive not less than the guarantee payment.

Agreed: 6/23/83

Q2. A Passenger Engineer works an assignment in the New York-Washington guaranteed service which is delayed in arriving at Washington and misses the return leg of his assignment, and an extra employee off the Washington Crew Base Extra Board is called to fill the vacancy and deadhead back to Washington combined with service. Is the extra employee entitled to the New York-Washington guarantee payment? Is the regular Passenger Engineer entitled to the guarantee payment even though he did not complete the assignment?

A2. The extra employee would not be entitled to the guarantee but the regular employee would receive not less than the guarantee payment.

Agreed: 6/23/83

Q3. An extra Passenger Engineer assigned to the Washington Crew Base Extra Board is called to work the second leg of a New York-Washington Road Passenger assignment from Washington back to New York and deadhead combined with service back to Washington. Upon arrival at New York he is used to fill a vacancy on a Road Passenger assigned from New York to Washington. Is the extra employee entitled to receive not less than the daily guarantee for a completed trip in New York-Washington Road Passenger service?

A3. Yes.

Agreed: 6/23/83

Q4. Does the 110.4% differential provided in Letter No. 8 apply to Letter No. 2 concerning guaranteed annual earnings above any member of the crew? (BLE 3/22/83)

A4. The special guarantee arrangements which are set forth in Letter No. 2 and expire on December 31, 1985, are not subject to the application of Letter No. 8.

Agreed: 3/22/83

Q5. How will guarantee money in the New York-Washington and Boston-New Haven service be paid? (BLE 3/22/83)

- A5. The guarantee will be paid on the basis of the appropriate minimum pay for each completed trip which a Passenger Engineer works in the service.

Agreed: 3/22/83

LETTER NO. 6

- Q1. Can Passenger Engineers covering the Maryland DOT Commuter Service assignments who are under pay (continuous time) during their layover at Washington be used to perform protect service?

- A1. Yes.

Agreed: 6/23/83

- Q2. A Passenger Engineer whose assignment includes operation of trains in commuter service under Letter No. 6 operates the first leg of his assignment from 6:00 am to 8:00 am and after an eight (8) hour layover, operates the final leg of his assignment from 4:00 pm to 6:00 pm. How will such Passenger Engineer be compensated.

- A2. Eight (8) hours at the straight time rate and three hours at the time and one-half rate.

Agreed: 6/23/83

LETTER NO. 11

- Q1. Will Passenger Engineers be required to supply engines at locations where engine house forces are not employed?

- A1. No.

Agreed: 3/22/83

SECTION 1165 AGREEMENT

- Q1. May a Passenger Engineer working on Amtrak remain in such capacity if for any reason his employment relationship with Conrail is severed?

- A1. Yes, however, his position on the Order Selection List/Seniority Roster would be behind *all* Passenger Engineers possessing seniority on Conrail prior to January 1, 1983, inasmuch as the standing on the Order Selection List is based on Conrail seniority.

Agreed: 4/3/86

- Q2. Article II, (a) of the October 20th Agreement states that “the number of positions to be set forth on the Order Selection List will be equal to 125% of the number of positions as of August 1, 1982.” Must Amtrak retain 125% for three years life of the contract? (BLE 3/22/83)

- A2. The 125% only refers to positions on the Order Selection List; it does not establish a minimum number of Passenger Engineer positions which the Corporation is required to

maintain. The number of positions on the Order Selection List in the application of 125% provision will remain in effect until the Section 1165 Agreement is modified in accordance with the Railway Labor Act, as amended.

Agreed: 4/6/83

Signed at Philadelphia, PA this 2nd day of August 1983.

For the Brotherhood of
Locomotive Engineers

For the National Railroad
Passenger Corporation

_____/s/
J. P. Carberry - Vice President
Assistant Vice President
Labor Relations

_____/s/
G. R. Weaver, Jr.,

_____/s/
D. F. Riley - General Chairman

August 2, 1983

Mr. J. P. Carberry, Vice President
Brotherhood of Locomotive Engineers
455 Empire Boulevard
Rochester, NY 14609

Mr. D. F. Riley, General Chairman
Brotherhood of Locomotive Engineers
105 Wolf Road
Albany, NY 12205

Gentlemen:

This letter is to confirm our understanding that the following agreed to Question and Answer will be add to the other agreed to Questions and Answers which were formally signed August 2, 1983:

- Q. When a Passenger Engineer exercises Displacement rights to an assignment for which he does not meet all qualifications, will the incumbent Passenger Engineer be considered immediately displaced?
- A. No; the incumbent Passenger Engineer will not be considered displaced until the displacing Passenger Engineer meets all the qualifications required of the assignment and physically displaces the incumbent.

If the foregoing properly sets forth our understanding, please indicate your concurrence by affixing your signatures in the spaces provided below.

Very truly yours,

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

We concur.

_____/s/_____
J. P. Carberry, Vice President

_____8/2/83
Date

_____/s/_____
D. F. Riley, General Chairman

_____8/2/83
Date

AGREEMENT

This agreement made this 1st day of August 1998, by and between the National Railroad Passenger Corporation (Amtrak) and its employees represented by the Brotherhood of Locomotive Engineers (BLE) is in full and final settlement of all pending Section 6 notices filed by both parties.

ARTICLE I) WAGES

Section 1) Signing Bonus

Subject to Sections 8 and 9, each employee with 2,000 or more straight time hours paid for (not including any such hours reported to the STB as constructive allowances except vacations, holidays, paid sick leave and guarantees in protective agreements or arrangements) during the period January 1, 1996, through December 31, 1996, will be paid, as specified herein, a Signing Bonus of four hundred dollars (\$400.00) within sixty (60) days of the execution of this agreement.

Section 2) First General Wage Increase

Effective December 1, 1995, all hourly rates of pay of employees covered by this Agreement in effect on the preceding day shall be increased in the amount of three percent (3%).

(a) Disposition of Fractions)

Rates of pay resulting from application of this section which end in a fraction of a cent will be rounded to the nearest whole cent; fractions less than one-half cent will be dropped, and fractions of one-half cent or more will be increased to the nearest full cent.

(b) Application of Wage Increase)

The increase in wages provided for in this section will be applied in accordance with the wage or working conditions agreement in effect. Special allowances not included in fixed rates and arbitraries representing duplicate time payments will not be increased.

Section 3) First Lump Sum Payment

Each employee will be paid a lump sum equal to three percent (3%) of the employee's compensation for 1995, excluding pay elements not subject to general wage increases under Section 2(b) of this Article. Said lump sum will be paid on or after October 1, 1998, and no later than November 5, 1998.

Section 4) Second General Wage Increase

Effective July 1, 1997, all hourly rates of pay in effect on June 30, 1997, for employees covered by this Agreement shall be increased in the amount of three and one-quarter percent (3.75%). The increase provided for in this Section will be applied in the same manner as provided for in Section 2 hereof.

Section 5) Second Lump Sum Payment

Effective July 1, 1998, each employee will be entitled to a lump sum equal to the excess of (I) three and one-half percent (32%) of the employee's compensation for 1997, excluding pay elements not subject to general wage increases under Section 2(b) of this Article and lump sums, over (ii) the amount resultant from the formula contained in Article I, Section 5(ii) of the National Carriers' Conference Committee (NCCC)/BLE Agreement dated May 31, 1996. Said lump sum will be paid on or after October 1, 1998, and no later than November 5, 1998.

Section 6) Third General Wage Increase

Effective July 1, 1999, all hourly rates of pay in effect on June 30, 1999, for employees covered by this Agreement shall be increased in the amount of three and one-half percent (32%). The increase provided for in this Section will be applied in the same manner as provided for in Section 2 hereof.

Section 7) Eligibility for Receipt of Signing Bonus, Lump Sum Payments

The signing bonus and lump sum payments provided for in this Article shall be paid to each employee subject to this Agreement who has an employment relationship as of fifteen (15) days prior to the date such payments are payable, or has retired or died subsequent to the beginning of the applicable calendar year used to determine the amount of such payment. There shall be no duplication of the signing bonus or lump sum payments by virtue of employment under another agreement nor will such payments be used to offset, construct or increase guarantees in protective agreements or arrangements.

Section 8) Employees Working Less Than Full-Time

For employees who have fewer straight time hours (as defined) paid for in the period described in Section 1 than the minimum number set forth therein, the dollar amount of the Signing Bonus specified in Section 1 shall be adjusted by multiplying such amount by the number of straight time hours (including vacations, holidays, paid sick leave and guarantees in protective agreements or arrangements) for which the employee was paid during such period divided by the defined minimum hours.

Section 9) Signing Bonus Proration

In the case of any employee subject to the wage progression or entry rates, the dollar amount of the Signing Bonus specified in Section 1 shall be adjusted by multiplying such amount by the weighted average entry rate percentage applicable to wages earned during the specified determination period.

ARTICLE II) COST-OF-LIVING PAYMENTS

Part A) Cost-of-Living Payments Under Agreement Dated June 27, 1992

The nine cent (\$0.09) cost-of-living allowance in effect beginning July 1, 1995, pursuant to Article II of the 1992 Amtrak/BLE Agreement, shall be rolled into the basic rates of pay on

November 30, 1995, and such Article II shall be eliminated at that time, except as provided in Article IV of this Agreement.

Part B) Cost-of-Living Allowance Through January 1, 2000, and Effective date of Adjustment

- (a) A cost-of-living allowance, calculated and applied in accordance with the provisions of Part C of this Article, except as otherwise provided in this Part, shall be payable and rolled into the basic rates of pay on December 31, 1999.
- (b) The measurement periods shall be as follows:

MEASUREMENT PERIODS

<u>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date of Adjustment</u>
March 1995 plus March 1997	March 1996 March 1998	 Dec. 31, 1999

The number of points change in the CPI during each of these measurement periods shall be added together before making the calculation described in Part C, Section 1(e) of this Article.

- ©(I) Floor. The minimum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Minimum CPI Increase That Shall Be Taken Into Account</u>
Dec. 31, 1999	4% of March 1995 CPI Plus 4% of March 1997 CPI

- (ii) Cap. The maximum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Minimum CPI Increase That Shall Be Taken Into Account</u>
Dec. 31, 1999	6% of March 1995 CPI Plus 6% of March 1997 CPI

- (d) The cost-of-living allowance payable to each employee and rolled into basic rates of pay on December 31, 1999, shall be equal to the difference between (I) the cost-of-living allowance effective on that date pursuant to this Part, and (ii) the amount resultant from the formula

contained in Article II, Part B(d)(ii) of the NCCC/BLE Agreement, dated May 31, 1996, or as otherwise may be agreed to nationally.

Part C) Cost-of-Living Allowance and Adjustments Thereto After January 1, 2000

Section 1) Cost-of-Living Allowance and Effective Dates of Adjustments

- (a) A cost-of-living allowance shall be payable in the manner set forth in and subject to the provisions of this Part, on the basis of the “Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)” (1967'100), U.S. Index, all items) unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the CPI. The first such cost-of-living allowance shall be payable effective July 1, 2000, based, subject to paragraph (d), on the CPI for March, 2000, as compared with the CPI for September, 1999. Such allowance, and further cost-of-living adjustments thereto which shall become effective as described below, shall be based on the change in the CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d)(iii), according to the formula set forth in paragraph (e).

MEASUREMENT PERIODS

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

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

- (b) While a cost-of-living allowance is in effect, such cost-of-living allowance shall apply to straight time, overtime, protected rates, vacations, holidays and personal leave days in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to special allowances and arbitraries representing duplicate time payments.
- © The amount to the cost-of-living allowance, if any, that shall be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.

(d) (I) Cap. In calculations under paragraph (e), the maximum increase in the CPI that shall be taken into account shall be as follows:

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

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

- (ii) Limitation. In calculations under paragraph (e), only fifty percent (50%) of the increase in the CPI in any measurement period shall be considered.
- (iii) If the increase in the CPI from the base month of September 1999 to the measurement month of March 2000 exceeds 3% of the September 1999 base index, the measurement period that shall be used for determining the cost-of-living adjustment to be effective the following January shall be the 12-month period from such base month of September, the increase in the index that shall be taken into account shall be limited to that portion of the increase that is in excess of 3% of such September base index; and the maximum increase in that portion of the index that may be taken into account shall be 6% of such September base index less the 3% mentioned in the preceding clause, to which shall be added any residual tenths of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which shall have become effective July 1, 2000, during such measurement period.
- (iv) Any increase in the CPI from the base month of September 1999 to the measurement month of September 2000 in excess of 6% of the September 1999 base index shall not be taken into account in the determination of subsequent cost-of-living adjustments.
- (v) The procedure specified in subparagraphs (iii) and (iv) shall be applicable to all subsequent periods during which this Article is in effect.
- (e) Formula. The number of points change in the CPI during a measurement period, as limited by paragraph (d), shall be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion shall not be counted.)

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

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

Section 2) Payment of Cost-Of-Living Allowances

- (a) The cost-of-living allowance payable to each employee effective July 1, 2000, shall be equal to the difference between (i) the cost-of-living allowance effective on the date pursuant to Section 1 of this Part, and (ii) the amount resultant from the formula contained in Article II, Part C, Section 2(a)(ii) of the NCCC/BLE Agreement, dated May 31, 1996.
- (b) The increase in the cost-of-living allowance effective January 1, 2001, pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.
- © The increase in the cost-of-living allowance effective July 1, 2001, pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.
- (d) The procedure specified in paragraphs (b) and (c) shall be followed with respect to computation of the cost-of-living allowances payable in subsequent years during which this Article is in effect.
- (e) In making calculations under this Section, fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

Section 3) Application of Cost-Of-Living Allowances

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

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

Section 4) Continuation of Part C

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

ARTICLE III) CERTIFICATION ALLOWANCE

Subject to the Questions and Answers attached hereto as Appendix "A", Passenger Engineers shall be paid a certification allowance of five dollars (\$5.00) per day, effective with the date of execution of this Agreement.

ARTICLE IV) RETROACTIVE PAYMENTS

(a) Retroactive wage adjustments will be made as follows:

Payments owed as a result of the retroactive application of the general wage increases contained in Article I, Sections 2 and 4, will be paid on or after October 1, 1998, and no later than November 5, 1998.

(b) General wage increases and the Certification Allowance provided for in Article III will be implemented as soon as possible. The Union will be notified of the implementation schedule. Retroactive payments will run to, but not including, the date of such implementation.

© The payment specified in paragraph (a) will be reduced by the excess of (I) the cost-of-living allowance provided for in Article II, Part B, Sections 1 and 4 of the NCCC/BLE imposed agreement, dated November 7, 1991, and (ii) the nine cent cost-of-living allowance rolled into the basic rate in Article II, Part A above. In the calculation of (I) above, the offsets in clauses (ii) in Article II, Part B, Section 2(b) of the NCCC/BLE imposed agreement adopted in the Amtrak/BLE mediation agreement dated August 3, 1992, will not be taken into consideration to reduce (I).

ARTICLE V) SECOND PASSENGER ENGINEER

Article II of the November 4, 1992, Agreement is revised as follows:

“Section 1)

A second Passenger Engineer will be required on all off-Corridor trains operating over six (6) hours from the departure at the initial station of the assignment to the arrival at the final station of the assignment. If a train scheduled to operate in less than six (6) hours from the departure at the initial station of the assignment to the arrival at the final station of the assignment requires more than six (6) hours for the trip on ten (10) or more occasions during any fifteen (15) consecutive trips, a second Passenger Engineer will be required on said train until the operating time is reduced to less than six (6) hours on ten (10) or more occasions during any fifteen (15) consecutive trips.

Section 2)

Assignments involving trains scheduled to operate more than four (4) hours, but less than six (6) hours, as calculated in accordance with Section 1, shall not be structured to exceed ten (10) hours total time on duty without a second Passenger Engineer being assigned, unless otherwise agreed upon by the highest officer designated by the Carrier and the General Chairman of the Organization.

Section 3)

Employees possessing prior rights to Assistant Passenger Engineer positions under Article V, Section D of the Agreement made in settlement of NMB Case No. A-12290, will have prior

rights to regularly assigned second Passenger Engineer positions to the same extent they had prior rights to Assistant Passenger Engineer positions. Any such employee who is unable to hold a position as a Passenger Engineer within a 130-mile radius of his/her crew base as the result of the implementation of Section 1 shall be retained on the Passenger Engineer extra board.

- Q1. In the application of the revised Article II, Section 1, how are excursion trains that operate off the Amtrak route system to be staffed?
- A1. Excursion trains that operate off the Amtrak route system will be staffed by one (1) Amtrak Passenger Engineer while operating off the Amtrak system.
- Q2. If scheduled track maintenance or a similar condition affords advance knowledge that a train scheduled to operate in less than six (6) hours from the departure at the initial station of the assignment to the arrival at the final station of the assignment will require more than six (6) hours for the trip on ten (10) or more occasions during a period of fifteen (15) consecutive trips, how will the crew size be adjusted?
- A2. When it is known in advance that the running time of a train will increase from less than six (6) hours to more than six (6) hours as computed above, for any reason, a second Passenger Engineer will be assigned to said train until the running time is reduced to less than six (6) hours.”

ARTICLE VI) AMTRAK/LABOR PRODUCTIVITY COUNCIL

The BLE 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 BLE and management shall each designate representatives in writing, and may revoke such designations at any time. Representatives designated by the BLE shall be reimbursed in accordance with the schedule agreement. All costs of the Council shall be borne by Amtrak.

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

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

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

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

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

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

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

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

ARTICLE VII) OCCUPATIONAL HEALTH/WORK RELATED INJURY PROJECT

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

ARTICLE VIII) WORK RULES

Section A) New Commuter Service

“Commuter service operations assumed after the execution of this Agreement will be governed by the following additional conditions:

1. Amtrak will notify the General Chairman thirty (30) days prior to Amtrak's operation of a commuter service.
2. Unless otherwise agreed to, assumptions of existing services will be placed in new work zones and new services will be placed in existing zones.
3. a. Employees in commuter service will be paid forty (40) straight-time hours for service performed in a work week and will be paid at the time and one-half rate for all additional service paid for in the work week, except as provided for in paragraph b, below.

- b. i. Commuter service employees whose assignments include short turnaround passenger service runs, no single trip of which is scheduled to exceed three (3) hours, will be paid overtime for all time on duty, or held for duty, in excess of eight (8) hours, except that time released will be excluded and paid in accordance with paragraph ii, below.
 - ii. Such employees may be released during their tour of duty and will be compensated for such time at one-half the straight time rate for any period of release that exceeds one (1) hour. Time paid for as release time will not be taken into account for purposes of Rule 2(b) in the determination of the forty (40) straight time hours in the work week, except as specifically provided in paragraph iv, below.
 - iii. Except as provided in Rule 13 (Calls), regular assigned and employees assigned to extra boards will be paid a minimum equivalent of eight (8) straight time hours for each tour of duty completed, which will include all time paid for as release time.
 - iv. Employees performing service and paid for such in accordance with iii, above, will be credited with eight (8) hours of service performed at the straight time rate for the purpose of calculating the forty (40) straight time hours of service pursuant to Rule 2(b).
4. The crew bases in commuter service will have a radius of fifty (50) miles from the principal station in the crew base. It will remain the responsibility of employees to report directly to locations within the crew base. However, employees who are required to report to such locations which are within the crew base, but in excess of thirty (30) miles from the principal station, will be compensated as follows:
- a. Compensation will be limited to the Corporation policy for the use of automobiles.
 - b. Only railroad miles in excess of thirty (30) railroad miles will be utilized in the compensation computation.
 - c. Employees will only be entitled to such compensation when called to fill a temporary vacancy and when there are no commuter or Amtrak trains available for transportation.
5. The parties recognize that commuter service does not constitute intercity rail passenger service and that, accordingly, the Appendix C-2 successor agreement, as negotiated between the parties, does not apply to these services.
6. Where Amtrak determines that it requires a stabilized work force, it is agreed that employees electing to work in commuter service will be unable to exercise seniority to intercity service, except for an exercise of seniority in connection with a mandatory displacement. Likewise, employees in intercity service will only be able to exercise seniority into commuter service at the time of the mandatory displacement. Except that in either case, employees may elect to exercise seniority from one service to another should it develop that they cannot hold a position within thirty (30) miles of the location where they last performed service, and there is a position available in the other service that is closer to their place of residence.

7. Regular assignments in commuter services under this agreement will not be commingled with intercity passenger service, except by agreement.”

Section B) Bulletin and Assignment

Revise Rule 6(a) as follows:

- “a. 1. (Northeast Corridor) New assignments, assignments subject to readvertisement, extra board positions, and vacancies will be advertised every Wednesday. The advertising period will close 11:59 p.m. the following Saturday, and assignments will be made effective 12:01 a.m. the following Thursday.
2. (Off-Corridor) New assignments, assignments subject to readvertisement, extra board positions, and vacancies will be advertised every Wednesday. The advertising period will close 11:59 p.m. the following Saturday, and assignments will be made effective 12:01 a.m. the following Wednesday.
3. For the purpose of schedule revisions, mandatories and/or dictates of service for new assignments, the effective date of the assignment under advertisement will be the date designated on the bulletin.

NOTE: It is understood that the advertising and award period is based on the extra board work week and payroll period in the respective services, as well as the program requirements of the automated system. In the event of a change in any of these variables, the carrier shall notify the organization at least ten (10) days in advance of any change which may be necessary in the bid and award process.”

Section C) Guaranteed Extra Board

Revise Rule 9(a) by adding the following:

“Employees assigned to extra boards who mark off because of a verified illness or in a personal emergency approved by their supervisor, shall have their extra board guarantee reduced on a pro rated basis of one-fifth for each day absent.

NOTE:1. Article VI) Guaranteed Extra Boards of the Mediation Case A-12290 revisions is deleted.

2. Questions and answers #4 and #5 pertaining to Rule 9 are revised accordingly.”

Section D) Mandatory Displacement

Replace Letter No. 2 of the June 2, 1988, Agreement, as amended by the March9, 1989 letter agreement, with the following language:

“All positions will be readvertised not less than two times per year. Positions will be awarded effective on the date specified on such bulletins.

Employees moving between extra board and regular positions, and vice versa, will be guaranteed a minimum of forty (40) hours pay providing they remain available for service during the payroll period in which those awards are effective.

Employees who fail to make application or who do not apply for sufficient positions to be awarded an assignment, will only be permitted to select an assignment that failed for bid or will be placed on the extra board.”

Section E) Vacations

Changes to the National Vacation Agreement contained in Article V, Section 2 and Side Letter No. 6 of the NCCC/BLE Agreement dated May 31, 1996, are adopted, with such modifications previously agreed upon for application to Amtrak.

Section F) Training, Qualifying and Examinations

Revise Rule 16 by adding a new paragraph as follows:

“e. Displaced Passenger Engineers unable to hold a position for which they are not or were not previously qualified will be compensated at the Passenger Engineer straight-time hourly rate of pay, with a minimum of eight (8) hours, for each day spent qualifying for the position to which they exercise their seniority. Passenger Engineers paid under this paragraph will be required to remain in the same geographic territory for a period of six (6) months from the date of qualification, so long as they can hold a position in said geographic territory.”

Section G) Lock-In

Revise Rule 6(I) to read as follows:

“When no bids are received for a regular or extra board assignment, such will be so designated on the award; the senior Passenger Engineer in the work zone who, within seven (7) calendar days of such award makes written application to be qualified and assigned, will be assigned the position and instructed to qualify in accordance with Rule 16©. Such Passenger Engineer may not voluntarily exercise his seniority to another position for a period of six (6) months from the date fully qualified to work the assignment, unless entitled to displacement rights pursuant to Rule 8, or is the successful applicant for a position in the same geographic service. In the event the employee’s assignment is readvertised incident to the change of time, he will be required to bid on such assignment or on an assignment in the same geographic service as his first choice. If no written application for voluntary assignment is received for a regular assignment, the assignment will be filled by the junior Passenger Engineer on the extra board at the same crew base as the assignment that failed for bid.”

Section H) Training

Revise Article V, Section A of Appendix “A” to the November 4, 1992, Agreement to read as follows:

“Passenger Engineers will be selected by the designated transportation officer in consultation with the Union representative at each location, to train candidates, if applicable, on both diesel and electric locomotives, in yard, work, conventional passenger and Metroliner service, and during day and night operations. Amtrak will make the final selection based on FRA guidelines and other criteria such as personal safety and operating rule record, locomotive engineer evaluations and supervisory input, subject to the approval of the General Road Foreman and the BLE Regional Chairman having jurisdiction. Subject to paragraph (B), below, the selected Passenger Engineer will be required to give the trainee the necessary experience at the controls (throttle time) and will fill out any necessary evaluation reports of the trainee. For these services the Passenger Engineer will be paid \$20 per day or trip in addition to all other earnings for each trip of tour of duty.”

Section I) Unauthorized Absence

Adopt a new rule that reads as follows:

“RULE 42 - UNAUTHORIZED ABSENCE

- (a) Employees shall not absent themselves from their assigned positions for any cause without first properly notifying the Company.
- (b) Employees who absent themselves from work for fifteen (15) days without notifying the Company shall be considered as having resigned from the service and will be removed from the seniority roster, unless they furnish the Company evidence of medical incapacity, as demonstrated by a release signed by a medical doctor, or that circumstances beyond their control prevented such notification.
- © Passenger Engineers will be notified ten (10) days in advance of the intended action, by certified mail, return receipt requested, to their last known address, with a copy provided to the General Chairman.”

Section J) Printing of Codified Agreement

The parties agree to meet, as soon as practicable following the execution of this Agreement, in order to codify the collective bargaining agreement. After such codification is completed, Amtrak will have printed and will distribute copies of such codified agreement in sufficient quantity to provide each Passenger Engineer with his/her own copy, as well as an adequate number for the internal use of the BLE. The cost of such printing and distribution will be borne by Amtrak.

ARTICLE IX) CONTINGENCIES

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

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

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

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

This agreement is without prejudice to BLE’s position that the glidepath is poorly considered transportation policy.

ARTICLE X) MORATORIUM

- A. The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the notice dated October 27, 1995, served upon the organization by Amtrak, and all notices served on Amtrak by the organization on or after November 1, 1994. This agreement shall remain in effect through December 31, 1999 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- B. No party to this Agreement shall serve notice prior to November 1, 1999 (not to become effective before January 1, 2000), any notice or proposal which relates to the subject matter of the provisions of this Agreement or which proposes matters covered by the proposals of the parties specified in paragraph (A) above and any proposal in pending notices relating to such subject matters are hereby withdrawn.

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

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

Joseph M. Bress
Vice President) Labor Relations

Mark B. Kenny
General Chairman

Larry C. Hriczak
Director Labor Relations

Craig A. McDowell
Vice General Chairman

Travis C. Hinton
General Manager Operations) Amtrak Intercity

LeRoy L. Lucas
General Chairman Emeritus

Kurt G. Laird
General Manager Product Line) Amtrak West

Jon S. Tainow
Acting Vice President Operations) NEC

Patrick E. Dougherty
Labor Relations Officer

LETTER NO. 1

August 1, 1998

Mr. Mark B. Kenny
General Chairman
Brotherhood of Locomotive Engineers
Cherry Tree Corporate Center
535 Route 38, Suite 125
Cherry Hill, New Jersey

Dear Mr. Kenny:

This confirms our understanding with respect to the Agreement of this date.

The parties exchanged various proposals and drafts antecedent to adoption of the various Articles that appear in this Agreement. It is our mutual understanding that none of such antecedent proposals and drafts will be used by any party for any purpose and that the provisions of this Agreement will be interpreted and applied as though such proposal and drafts had not been used or exchanged in the negotiation.

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

Yours very truly,

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

/s/ Mark B. Kenny
Mark B. Kenny, General Chairman, BLE

LETTER NO. 2

August 1, 1998

Mr. Mark B. Kenny
General Chairman
Brotherhood of Locomotive Engineers
Cherry Tree Corporate Center
535 Route 38, Suite 125
Cherry Hill, New Jersey

Dear Mr. Kenny:

This refers to the increase in wages provided for in Article I of the Agreement of this date.

It is understood that the retroactive portion of that wage increase shall be applied only to employees who have an employment relationship with a carrier on the date of this agreement or who retired or died subsequent to December 1, 1995.

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

Yours very truly,

Joseph M. Bress
Vice President
Labor Relations

Mark B. Kenny, General Chairman, BLE

LETTER NO. 3

August 1, 1998

Mr. Mark B. Kenny
General Chairman
Brotherhood of Locomotive Engineers
Cherry Tree Corporate Center
535 Route 38, Suite 125
Cherry Hill, New Jersey

Dear Mr. Kenny:

This will confirm our understanding regarding the August 1, 1998 agreement. Certification Allowances paid in accordance with the provisions of Article III will not be used to offset any extra board guarantee payments required under Rule 9(a)(1), as subsequently modified.

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

Yours very truly,

Joseph M. Bress
Vice President
Labor Relations

Mark B. Kenny, General Chairman, BLE

LETTER NO. 4

August 1, 1998

Mark B. Kenny, General Chairman
Brotherhood of Locomotive Engineers
Cherry Tree Corporate Center - Suite 125
535 Route 38
Cherry Hill, NJ 08002

Dear Mr. Kenny:

This confirms our understanding regarding Article VIII - Section E - Vacations of the August 1, 1998 Agreement.

This will confirm our understanding that vacation qualification criteria in effect on the date of this Agreement shall continue to apply to employees represented by the organization who hold positions as working General Chairmen, Local Chairmen, and State Legislative Board Chairmen ("local officials"). In other words, the changes in qualification as set forth in Article VIII, Section E are not intended to revise vacation qualification conditions for such local officials. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.

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

Very truly yours,

Joseph M. Bress
Vice President
Labor Relations

I agree.

Mark B. Kenny, General Chairman, BLE

LETTER NO. 5

August 1, 1998

Mr. Mark B. Kenny
General Chairman
Brotherhood of Locomotive Engineers
Cherry Tree Corporate Center
535 Route 38, Suite 125
Cherry Hill, New Jersey

Dear Mr. Kenny:

This letter has reference to Article V - Second Passenger Engineer of our August 1, 1998 agreement.

This confirms our understanding that assignments involving trains in turnaround service off-corridor which are scheduled to operate in segments of less than four hours will not require a second engineer. Passenger Engineers in such service may be utilized consistent with the Hours of Service law.

Additionally, assignments involving trains in turnaround or straightaway service off-corridor which are scheduled to operate with a segment that exceeds four hours may operate engineer only as long as the engineer's total time on-duty from sign-up to release does not exceed ten hours, pursuant to Section 2.

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

Very truly yours,

Joseph M. Bress
Vice President
Labor Relations

Mark B. Kenny, General Chairman, BLE

LETTER NO. 6

August 1, 1998

Mr. Mark B. Kenny
General Chairman
Brotherhood of Locomotive Engineers
Cherry Tree Corporate Center
535 Route 38, Suite 125
Cherry Hill, New Jersey

Dear Mr. Kenny:

This will confirm our understanding regarding the agreement reached this date that, as a result of the modifications made to Article II of the November 4, 1992, Agreement, pending claims and/or grievances related to crew size on mail/express trains, contract trains, and assignment EJSF-1 are hereby withdrawn by the Organization.

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

Yours very truly,

Joseph M. Bress
Vice President
Labor Relations

Mark B. Kenny, General Chairman, BLE

LETTER NO. 7

August 1, 1998
Mr. Mark B. Kenny
General Chairman
Brotherhood of Locomotive Engineers
Cherry Tree Corporate Center
535 Route 38, Suite 125
Cherry Hill, New Jersey

Dear Mr. Kenny:

This will confirm our understanding regarding the agreement reached this date, that if Amtrak, subsequent to this settlement, negotiates an agreement with another union that provides for general wage increases and lump sum payments which result in total compensation greater than 90% of the cost of the applicable national settlement through FY 2000, without any concomitant greater work rule savings and/or savings as the result of modifications to the health and welfare provisions, the BLE may request a compensation adjustment. Amtrak may agree to apply the requested adjustment or will meet with the BLE to discuss the matter. If the parties are unable to resolve the matter, within 30 days of the initial meeting, or as otherwise agreed upon, it may be submitted to an arbitration panel to be established by the parties. Amtrak and the BLE shall share the fees and expenses of the neutral member, who shall have experience in interest arbitration.

If Amtrak, subsequent to the agreement reached this date, negotiates an agreement with another union that provides more favorable health and welfare benefits than those provided to the BLE without any concomitant work rule savings, greater reduction in the application of their national settlement and/or changes to the health and welfare benefits that offsets the cost for providing the more favorable health and welfare benefits, then the procedure above would apply. In any event, the BLE may request such health and welfare benefits in return for similar concomitant offsets.

The parties agree to exchange data and calculations necessary to support their respective positions within a reasonable period subsequent to a request and, in any event, prior to the submission of such dispute to arbitration.

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

Yours very truly,

Joseph M. Bress
Vice President
Labor Relations

Mark B. Kenny, General Chairman, BLE