NEW APPENDIX

AMTRAK TALGO FACILITY

SEATTLE, WASHINGTON

AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AND

JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS

AND APPRENTICES (JCC)

Whereas, currently certain work is being performed at the Talgo Railroad Maintenance Facility within the Seattle, King Street Yard, and the employees performing such work will do so in a work team process, and whereas the parties desire to gain opportunities for employment for Amtrak employees on passenger equipment owned and or leased by the State of Washington from Talgo; and whereas Amtrak anticipates the lease or purchase of additional Talgo trainsets to provide all service in the Pacific/Northwest the parties to this agreement agree as follows:

1) Work team process:

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

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

a) Talgo Electrical Technician

b) Talgo Carmen Mechanical Technician

2) Selection Process:

These positions and any future positions or vacancies will be advertised to all employes at Seattle, for a period of seven (7) days. All interested parties may make application for the positions within their respective craft. Amtrak will promptly establish specific qualification standards and objective standards of measurement for these positions. Such qualifications and measurement standards will be reviewed with the Organization, to afford them the opportunity to provide their input. The General Chairman or his designated representative of the Organizations will participate in the testing and examination program. All employes' who pass the qualification test, will be deemed equally qualified, placed on a list in seniority order, and awarded the positions accordingly. In the event of furlough, employes will be furloughed in inverse seniority order with the Seattle Seniority Roster to govern. However, if existing employes refuse to apply for the Seattle/Talgo positions, or if such employes do not qualify for said positions then Amtrak may employ such new employes as necessary to meet the Seattle/Talgo requirements of the service with the understanding that only senior qualified employes, if any, may displace new employes to avoid furlough.

It is understood that the on-board technician(s) is a Talgo, Inc. employe not covered under the provisions of this agreement, and shall not perform any work other than diagnostic analysis and the repair of en route failures affecting safety or service delivery to the customers.

At the expiration of the initial service contract/maintenance agreement with Talgo, the parties agree to meet to discuss these positions.

3) Seniority:

Amtrak employes at Seattle accepting positions dedicated to Talgo, will establish a seniority date on the Talgo roster by having their Amtrak seniority date dove-tailed into the Talgo seniority roster and will maintain their original Amtrak seniority date on the Seattle seniority roster in which they held seniority immediately prior to accepting a position on using Talgo equipment.

Amtrak employes who were/are hired by Amtrak for Talgo services, who established seniority on the Talgo roster but not on the Amtrak roster, shall have their effective hired date by Amtrak dovetailed onto the Seattle Mechanical facility roster.
The seniority of Equipment Cleaner (Coach Cleaner) currently appearing on the Talgo seniority district seniority rosters headquartered in Seattle, Washington, will be dovetailed on to the Amtrak Maintenance Facility Seniority Roster. Appendix “A” attached hereto reflects the “common seniority roster” as it will now appear.\(^1\)

4) Lock-in:

Employes accepting a position in the Talgo service will be locked into positions in said service for a period of eighteen (18) months, inclusive of their initial training and assignment to the positions in Talgo. Employes will be locked-in for a subsequent one-year period unless they indicate otherwise at least sixty (60) days in advance of the expiration of this period. Employes may leave their position in Talgo service, in the event they are unable to hold a position in the service, promotion or hardship to be agreed upon by local management and the union.

Coach Cleaners represented by the Joint Council of Carmen (JCC) hired for Talgo or Amtrak services will be locked in for the first ninety (90) days of service. After such time their names will appear on a single common roster in accordance with provisions of Rule 2. The “Lock-in” provision described in paragraph 4 will no longer apply to those in said classification.\(^1\)

5) Training:

It is agreed that in order to develop the necessary skills that are set-forth above, the new hire employes selected will be required to have a minimum of two and a half years experience and participate and complete specifically designed Amtrak or vendor supplied training. It is further agreed that new hire employes selected will be required to remain qualified for these positions through the completion of additional training and testing on a periodic basis as determined by management. They must maintain a specific grade point average, as determined by management and the Organizations (apprenticeship program as guide). Employes will be paid at the pro rata (straight-time) rates for training, not to exceed eight-hours per day. Initial training will take place in Seattle, Washington, thereafter training program(s) contemplated herein may include classroom training and on the job training at locations to be determined by management.

Employes required to take training shall not be required, but may if asked, work their regular tour-of-duty, if combination of training and work exceeds eight hours. Where employes are required to work their regular assignment and attend training beyond an 8-hour assignment, the employe will be paid time and a half. It is understood that absent a need for additional manpower, existing employes on the tour will cover for the employes who are not available for work.

In the event that training is required away from headquarters location, the employes selected to participate therein, shall be reimbursed for reasonable and actual expenses for meals, lodging, and transportation in conjunction with Amtrak's policies pertaining to such expenses to the extent such expenses are not paid directly by management.
New hire employees without journeyman status will be in training for the first 18 months and during that time will receive 85% of the journeyman rate of pay. This rate of pay will be increased 5% in six month increments. At the end of the 18 months of training, they will establish journeyman status, effective the hire date for that classification.

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

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

6) Disqualification:

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

New hire employees shall serve a probationary period for the period of time required in the validating applications rule or the period of time during which the required initial training occurs, whichever is longer.

Employees, who successfully complete training and are awarded jobs in the Seattle/Talgo service, may be disqualified for cause and only after a review of their work history with the facility manager, local union representative and the employee. Thereafter, the employee will exercise seniority as provided in the first paragraph above. If requested by the employee, the basis for disqualification will be confirmed in writing. Employee’s may, within fifteen (15) days, in writing appeal any result in disqualification directly to the Chief Mechanical Officer for disposition. Further appeal can be addressed under the relevant rule of the governing agreements.

7) Positions:

a. Seattle/Talgo Trainset Electrical Technician

The Seattle/Talgo trainset electrical technician after receiving training on all electrical power, control, on-board passenger comfort systems and safety monitoring systems, must possess the skills to perform the required inspections, trouble-shoot all systems, repair or replace component parts in an efficient manner with a minimum amount of supervision. In addition, the Seattle/Talgo trainset electrical technician must have a full understanding of mechanical, hydraulic and pneumatic system functions and be capable of making repairs to these systems based upon the training they have received. The Seattle/Talgo trainset electrical technician must also be capable of training others in obtaining higher-levels of skills in the inspection and repair of the Seattle/Talgo trainsets. They are expected to do work in a team environment performing other work as required, regardless of classification to the level of their ability.
After receiving training on all systems and mechanical devices, they must possess the basic skills necessary to independently inspect, repair or replace components and trouble-shoot equipment, to determine required corrective action and determine causes of failures on equipment which generally fall within the scope of their craft agreements. In addition, the Seattle/Talgo trainset electrical technician must be capable of absorbing the training presented, to enable them to understand the overall operation of the Seattle/Talgo trainset equipment and assist other classifications in the completion of their work, and/or perform work up to the level of their training.

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

In recognition of the above, employees on these positions will be paid at the rate of pay specified in Job Code E3172 (Elec Tec Lax Talgo)($17.50 at present, $18.69 after ratification of pending wage settlement). The rate of pay is subject to all future wage increases that apply to all other rates of pay covered under the master agreement. This rate is not covered by the moratorium provisions of this agreement.

b. Seattle/Talgo Trained Carmen Technician

The Seattle/Talgo trainset carmen technician, after receiving training on systems and mechanical devices, must possess the basic skills necessary to independently inspect, repair or replace components and trouble-shoot equipment to determine required corrective action, and determine cause of failures on an equipment which generally fall within the scope of their craft agreements. In addition, the Seattle/Talgo trainset carmen technician must be capable of absorbing the training presented, to enable them to understand the overall operation of the Seattle/Talgo trainset equipment, and assist other classifications in the completion of their work, and/or perform work up to the level of their training.

After receiving training on all mechanical systems, undercarriage power components and mechanical control systems, they must possess the skills to inspect, repair or replace components and trouble-shoot equipment to determine required corrective action and determine causes of failures on equipment which generally fall within the scope of their craft agreement. In addition, the Seattle/Talgo Trainset Carmen Technician must also be capable of training members of their craft and other trainset mechanics in the operation and repairs of systems and components to improve the skill level of all trainset mechanics. In addition, the Seattle/Talgo trainset carmen technician must have a working knowledge of all electrical, hydraulic and pneumatic systems and be able to make repairs to them based upon the training that they have received. They are expected to work in a team environment, performing other work as required, regardless of classification to the level of their ability.
The skills involved in the maintenance, inspection and repair of the Seattle/Talgo trainsets must be demonstrated through a series of tests and/or practical application as determined by management. Seattle/Talgo trainset employes covered under this agreement are expected to work in a team environment and perform other work required regardless of classification, to the level of their ability. All classifications will receive various types of training, some which may be across Seattle/Talgo trainsets systems and craft disciplines, to ensure a high performance work team.

Employes on these positions will be paid at the rate of pay specified in Job Code C8139 (Carmn Tec Lax Talgo) ($18.69 effective rate of pay). This rate of pay is subject to all future wage increases and cost-of-living wage increases that apply to all other rates of pay covered under the respective master agreement and signed December 15, 1998. This rate is not covered by moratorium provisions of this agreement.

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

9) This agreement is without prejudice to the position of either party, in regard to the issues dealing with surrounding ownership and/or leasing of the equipment and/or trackage in this case.

10) This agreement shall become effective with the date of the signing of this agreement and shall not be changed, except in accordance with the Railway Labor Act or by mutual agreement.

11) The parties shall not serve notice on each other for a period of two years from the first day of revenue service of the new Seattle/Talgo service. This agreement modifies the existing agreement of May 1, 1996, between the JCC, the IBEW and Amtrak. Side letter numbers 1 and 2 of the May 1, 1996, agreement attached are retained, subject to the review as outlined in Section 1 of this agreement. Side letters 3 and 4, attached, are added.

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

FOR THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) 

_________________________ _____________________________
Charles B. Thomas H. B. Lewin
Senior Director - Labor Relations Vice President

_____________________________
R. K. Schafer, Jr.
General Chairman

FOR THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) 

_____________________________
Ronald G. Markon
General Chairman
APPENDIX A

As of December 5, 1997

1997 Seniority Roster
Coach Cleaners
Maintenance Facility - Seattle, Washington

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Side Letter 1

May 1, 1996

Mr. Ronald G. Markon  
GC/IBEW  
360 N. Robert St.  
St. Paul, MN 55101

Mr. R. K. Schafer, Jr.  
General Chairman, BN/JPB #50  
3460 Washington Drive, #206  
Eagan, Minnesota 55122

Dear Sirs:

This is in regard to the May 1, 1996 Agreement signed in Minneapolis, Minnesota concerning Talgo. It is understood that Appendix "J" of the IBEW Agreement and Appendix "G" of the JCC, involving "Voluntary Transfer," applies to employees who gain seniority under Section 3 of this Agreement.

Sincerely,

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

AGREED:

/s/ R. K. Schafer, Jr.  
Mr. R. K. Schafer, Jr.  
General Chairman, BN/JPB #50

/s/ R. G. Markon  
Mr. Ronald G. Markon  
GC/IBEW
Side Letter 2

Mr. Ronald G. Markon  
GC/IBEW  
360 N. Robert St,  
St. Paul, MN 55101

Mr. R. K. Schafer, Jr.  
General Chairman, BN/JPB #50  
3460 Washington Drive, #206  
Eagan, Minnesota 55122

Dear Sirs:

This is in regard to the May 1, 1996 Agreement signed in Minneapolis, Minnesota concerning Talgo. It was agreed that those employees not having prior Amtrak seniority selected to fill Talgo positions in accordance with Section 2 of this Agreement will be assigned to JCC and IBEW Crafts on a one for one basis to provide equal numbers to each organization.

Sincerely,

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

AGREED:

/s/ R. K. Schafer, Jr.  
Mr. R. K. Schafer, Jr.  
General Chairman, BN/JPB #50

/s/ R. G. Markon  
Mr. Ronald G. Markon  
GC/IBEW
January 26, 1999
Side Letter No. 3

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

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

Mr. Ronald G. Markon
General Chairman
International Brotherhood of Electrical Workers
315 Empire Building
360 Robert Street
St. Paul, Minnesota 55101

Gentlemen:

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

For the purposes of this agreement, and in conformity with Side Letter 2, it is understood and assumed by the parties, that the nature of the preponderance of work being performed on the trainsets, is fifty percent electrical and fifty percent mechanical. Any reallocation of that assumed percentage shall be done in accordance with Section 1 of the Agreement.

Very truly yours,

/s/ Charles B. Thomas
Charles B. Thomas
Senior Director - Labor Relations
January 26, 1999
Side Letter No. 4

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

Dear Mr. Lewin:

In discussions culminating in the Amtrak Talgo Facility Agreement, it was agreed that coach cleaners employed by Amtrak at the King Street Maintenance Facility at Seattle, Washington will be assigned to perform coach cleaning tasks as is presently being done.

Very truly yours,

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

I concur:

/s/
H. B. Lewin, Chairman
Joint Council of Carmen