

APPENDIX “J” – New Commuter Service Work Rules

Section A) New Commuter Service (pursuant to Article VII, Section A of the August 1, 1998 Agreement).

“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.”