

APPENDIX “W” – Assumption of Train Nos. 50/51

**BLE
TRAIN NOS. 50/51
OFF-CORRIDOR SERVICE**

IMPLEMENTING AGREEMENT BETWEEN THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK), AND ITS EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS IN CONNECTION WITH THE PERFORMANCE BY AMTRAK OF SERVICE BETWEEN WASHINGTON, D.C., AND CINCINNATI, OHIO.

WHEREAS, the performance of service presently performed by CSXT will result in the establishment by Amtrak of positions necessary to perform such work and,

WHEREAS, it is the desire of the parties to effect an orderly transfer and reassignment of such employees;

IT IS UNDERSTOOD THAT:

1. Amtrak will provide the General Chairman of the Organization signatory hereto with not less than thirty (30) days written notification of Amtrak’s assumption of the operation of Trains 50 and 51, between Washington, DC, and Cincinnati, OH, which notice will list the estimated number of positions to be established by Amtrak by location.
2. The Rules Agreement dated October 26, 1982, as amended and interpreted by agreement, will apply to the operation and service covered by this Agreement, except as specifically provided.
3. A. Amtrak will offer employment to CSXT engine service employees holding seniority rights within the craft as of the date of this Agreement.
B. Applicants for Passenger Engineer positions will be selected in seniority order.
4. The positions to be established by Amtrak will be advertised for a period of fifteen (15) calendar days via special bulletin notice to all active CSX engine service employees with seniority in the service involved. The advertisement of the positions will show the Amtrak headquarters location, tour of duty, rest days, rate of pay, etc.. The bulletin notice will constitute a written offer of employment by Amtrak and will contain the following statement:

“This will serve as notice that the above positions will be established on Amtrak for operation of Trains 50 and 51 between Washington, DC, and Cincinnati, OH, effective 12:01 am, September 9, 2001. Successful applicants for positions will be considered as having applied for and been accepted for employment by Amtrak. Bids will initially be accepted only from active employees entitled to provide the service involved in the same craft and class in which such employees were active during the advertising period. The bid and award will also be considered as the employee’s release to transfer copies of the employee’s

medical, service, and personnel records to Amtrak. Only those bids postmarked or personally delivered to the office of the undersigned and receipt obtained within fifteen (15) calendar days of the date of this notice will be accepted.”

5. An employee absent on vacation, leave of absence (including promotion), suspension, discharge pending appeal, or disability during this assumption of function who otherwise would have been entitled to make application for transfer to Amtrak, shall be subject to this Agreement the same as if they had been in active service on the effective date of the assumption of functions. Such employees shall have five (5) working days following their return to service to exercise seniority to an available position on Amtrak if they so desire.
6. Employees on the CSXT engine service roster failing to apply for Passenger Engineer position established by this Agreement, except as provided in Paragraph 5, will forfeit all rights to employment on Amtrak as a Passenger Engineer.
7.
 - A. Employees of CSXT accepting employment with Amtrak pursuant to this Agreement will have seniority over all other Amtrak engine service employees to regular and/or extra assignments covering work now being performed by CSXT.
 - B. Successful applicants for positions, referred to in Paragraph 4, will be placed on the National Seniority Roster based on the date that this service is assumed and ranked in accordance with their seniority standing with CSXT in regard to the service assumed.
 - C. The service covered by this Agreement is included in Work Zone 5 of the Off-Corridor Service and will be covered by the October 26, 1982 Agreement, as amended.
8. Employees on the CSXT engine service roster who apply for but are unable to secure a position under this Agreement, will be placed in an application pool, and as positions become available in the service covered by this Agreement, they will be offered Passenger Engineer positions which they must accept or relinquish their rights to employment with Amtrak. Article 7 (A) of this agreement will apply to such employees and they will be ranked at the bottom of the National Seniority Roster as of the date they establish seniority on Amtrak.
9. Except as otherwise provided herein, CSXT employees accepting employment with Amtrak, will be credited with compensated days and years of service recognized by CSXT for the purposes of applying the October 26, 1982 agreement, as amended.
10. There shall be no pyramiding or duplication of any benefit as a result of the application of this Agreement.

11. Any dispute or controversy with respect to the interpretation, application, or enforcement of the provisions of this Agreement which has not been resolved within 90 days may be submitted by the parties to a Public Law Board for a final and binding decision thereon as provided in Section 3, Second of the Railway Labor Act.

SIGNED AT WASHINGTON, D.C., THIS SIXTEENTH (16) DAY OF AUGUST 2001.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

original signed by
Mark B. Kenny
General Chairman

original signed by
Larry C. Hriczak
Director-Labor Relations