

# **EXHIBIT A-2**



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**EXHIBIT LIST**

ARASA (MW) Agreement – Effective 8/1/1978 – Synthesis Reprinted 4/1999

BRS Agreement – Effective 9/13/1999

ATDA Agreement – Effective 9/1/1976 – Last Revised 3/27/2000

BLET Agreement – Effective 10/26/1982 – 5/20/2004 Codification Draft<sup>1</sup>

UTU Agreement – Effective 1/1/1983 – Reprinted 10/1/1994 – Last Revised 10/27/1999

TCU Agreement – Effective 7/1967 – Revised 6/1/1998

ASWC (TWU-HERE-TCU) Agreement – Effective 11/3/1973 – Revised through 12/9/1998

ARASA – OBS Agreement – Effective 7/1/1976 – Revised 3/1/1999 – Printed 11/1/2000

IAM Agreement – Effective 9/1/1977 – Revised 3/1/1999

NCFO Agreement – Effective 7/1976 - Last Revised 1/11/1999

IBEW Agreement – Effective 9/1/1975 - Last Revised 2/4/1999

IBB Agreement – Effective 7/1/1976 – Last Revised 1/14/1999

SMWIA – Effective 10/1/1977 – Last Revised 12/22/1998

ARASA – ME – Effective 2/1/1976 – Last Revised 3/18/1999

AMK0000579923 – Amtrak Policy for Handling Formal Discipline

AMK0000580465 – Amtrak’s National Attendance Policy

AMK0000352844.100 - Intercity Organizational Charts

Chart 6 dated October 2000 (Page 78 of document)

Chart 1 dated September 2000 (Page 83 of document)

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<sup>1</sup>The version of the BLET agreement used by Roth is dated May 5, 2005 and is publicly available, however, that document was not produced during discovery. I used the version dated May 20, 2004 which was produced during discovery and provided to me by counsel. A review of the two versions confirmed that the later version used by Roth did not appear to have material modifications that affected my study. As such I used the version produced during discovery.

AMK0000433953 – Coach Cleaner Posting

AMK00004341118 – Machinist Posting 1

AMK0000409087 – Machinist Posting 2

Tom Roth’s Declaration, Deposition and Exhibits 1-8

Charlie Woodcock’s Deposition and Exhibits 1-5, and various selections from Exhibit 6

I, JERROLD A. GLASS, subject to the penalties provided by law for perjury, do hereby declare the following to be true and correct on the basis of my personal knowledge and upon information from documents I have reviewed, including those in my custody and control.

**I. IDENTIFICATION OF DECLARANT**

**A. Employment History**

**1. Current Employment**

1. **F&H Solutions Group.** I am currently employed as President of F&H Solutions Group (FHSG), a national human resources and labor relations consulting firm with offices in four locations. F&H Solutions Group was formed in May 2006 as the successor to my previous consulting firm, J. Glass & Associates, which was formed in 1989. I was employed by J. Glass and Associates from 1989 until I joined US Airways in April 2002; I rejoined J. Glass & Associates upon my departure from US Airways in October 2005 and the business was renamed to F&H Solutions Group in January 2006. J. Glass & Associates specialized in representing transportation sector companies, including airlines and railroads, in labor and employee relations matters. J. Glass & Associates cofounded the Labor Relation Association of Passenger Railroads<sup>2</sup> (LRAPR), an organization comprised of the chief labor relations officers of eight commuter and passenger railroads. J. Glass and Associates also conducted ad hoc surveys for individual airline and railroad companies and provided clients with other analyses related to labor and employee relations. J. Glass & Associates also provided expert witness testimony in labor arbitrations and litigation.

2. There are currently 14 full-time professional consultants employed at F&H Solutions Group. The initial client base at F&H Solutions Group mostly consisted of airlines and

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<sup>2</sup> The other cofounder was Joshua Javits.

railroads carried over from J. Glass and Associates; F&H Solutions continues to do considerable work for air carriers and railroads, but the client base has also grown to include non-transportation clients as well. Practice areas at F&H Solutions Group also include recruiting, human resource assessments, diversity and inclusion training, compensation analysis, and FMLA administration. The firm is also responsible for producing pay, work rule and benefit comparisons on behalf of various trade associations. These include the Regional Airline Association and the Labor Relations Association of Passenger Railroads. The surveys for LRAPR cover shop craft employees, trainmen and engineers, maintenance-of-way employees, agents and clerks, and supervisors.

**2. Prior Employment**

3. **US Airways, Inc.** I was employed by US Airways, Inc. as Senior Vice President of Employee Relations from April 2002 to April 2004, at which time I was promoted to Executive Vice President and Chief Human Resources Officer. I remained in that position at US Airways, Inc. until September 30, 2005, when US Airways merged with America West Airlines and relocated its headquarters from Arlington, Virginia to Tempe, Arizona. I was responsible for all aspects of human resources and labor relations, including all collective bargaining, human resources policy assessment and implementation, recruitment, benefit administration, benefit strategy and design, recruiting, compensation, and corporate learning and development.

4. **J. Glass & Associates.** I started and served as President of J. Glass & Associates in September 1989 as a consulting firm targeted toward airline and railroad clients seeking outside support for their labor relations team for special projects or assistance in collective bargaining, with particular focus on contract negotiations (chief negotiator), costing (valuation) of company and union proposals, and contract analysis and research on any of the various

subjects usually found in airline labor contracts. I remained at the firm until my departure for US Airways in April 2002. During my thirteen years of consulting work, I developed a practice strong enough to survive and prosper despite my hiatus from 2002 to 2005. Three associates continued to provide assistance to clients during my years at US Airways. At J. Glass & Associates, I provided consulting services to nearly 60 different airlines and railroads.

5. **Airline Industrial Relations Conference.** From 1980 to 1989, I served in several capacities with the Airline Industrial Relations Conference (“**AIRCon**”), a membership organization of U.S. air carriers. AIRCon was created to serve as the information exchange and labor policy organization of U.S. scheduled air carriers. At AIRCon, I started employment as Director of Labor Relations Research, later being promoted to Vice President and Secretary-Treasurer. My responsibilities at AIRCon included analysis of all collective bargaining agreements in the airline industry, including newly ratified agreements, and preparation and updating of reports on the contract terms in effect at the various airlines, which included all pay, work rule and benefits information contained in each airline’s collective bargaining agreements. AIRCon’s members were especially interested in such comparative information when their own agreements were coming up for negotiations.

**B. Experience in Labor Relations and Collective Bargaining**

6. **Collective Bargaining Experience.** I have negotiated more than 100 airline, railroad and manufacturing collective bargaining agreements in the United States. Our firm has a database of thousands of airline, railroad, manufacturing and other collective bargaining agreements and our firm is well known for the analysis it does in reviewing and analyzing labor contracts.



7. **Railroad Experience.** As noted in Paragraph 1, I cofounded LRAPR in 1994. The purpose of LRAPR is to provide information to member railroads on labor and employment-related matters. As part of our service, we produce wage, work rule and benefit surveys covering the major rail crafts or classes. We conduct quarterly meetings with our members to discuss industry issues of concern such as health care, absence management, violence in the workplace, whistleblower protection and other issues of importance to labor relations officers. We also have a database of nearly 4,000 arbitration awards in the passenger rail industry. I have represented LRAPR before the National Mediation Board to help inform the NMB Members and mediators on the unique nature of the passenger rail business. Members include Amtrak (withdrew in 2012 due to budgetary constraints), Long Island Railroad, Metro North Railroad (MNR), Massachusetts Bay Commuter Railroad (MBCR), New Jersey Transit, Northern Indiana Commuter Transportation District (NICTD), Port Authority Trans Hudson Line (PATH), and Southeastern Pennsylvania Transportation Authority (SEPTA).

8. As noted in Paragraph 6, I have negotiated contracts in the passenger railroad industry. I have represented NICTD in negotiations with both the UTU and IBEW. I have advised and assisted Amtrak, MBCR and SEPTA in preparation for Presidential Emergency Boards. I have advised PATH and MNR on labor relations matters. I have also conducted special projects for Amtrak including an analysis of best practices in reservations centers in other industries. Other railroad experience includes work performed for CSX Corporation in recruiting and human resources. We have also done recruiting on behalf of Amtrak for its labor relations staff.

**C. Other Experience and Educational Background**

9. Prior to joining AIRCon, I was the assistant to the director of economic studies at the American Association of University Professors, a trade association and union of college professors, where I analyzed salary and benefit data from more than 2,600 colleges and universities for inclusion in an annual report on the economic status of college professors. I received a bachelor's degree in political science from Boston University in 1976 and a master's degree in public administration from The George Washington University in 1978. In addition to the experience outlined in this Declaration, I have served as a speaker on numerous airline and railroad panels throughout the years, all on the subject of labor and employee relations matters in the airline industry. I am frequently asked to provide analysis to the media and have been quoted, or appeared on television and radio on numerous occasions to discuss airline and other industry labor relations matters.

**D. Prior Testimony**

10. I testified on two separate occasions in Bankruptcy Court in the Eastern District of Virginia on behalf of US Airways during the course of their two bankruptcy proceedings. The subject of my testimony included labor costs and projections, management compensation, retention and staffing issues. During my work as a consultant, I have testified at least 50 times on behalf of clients in labor arbitration proceedings on a variety of airline contract interpretation issues, including wage, work rule and benefit comparisons, negotiations history, and seniority. In addition, I have testified in a number of interest arbitration proceedings involving pay rates of employees. I have been retained as an expert to advise law firms and their clients on airline matters. Examples include calculations involving prevailing wage rate issues (Service Contract Act), seniority issues (Bertulli v. IACP and Continental Airlines), and 3-pilot vs. 2-pilot issues (Tice v. American). I have also testified as an expert witness in the following matters: Pinoli v.

Westermeyer (citation not available) and Crocker v. Piedmont Aviation, 741 F. Supp. 241 (D.D.C. 1989). I appeared as an expert witness to opine on comparative pay, work rules and benefits in the regional airline industry in the United States Bankruptcy Court for the Southern District of New York In re: Delta Air Lines, et al, Debtors (Chapter 11 Case No. 05-17923 (ASH)). I have also appeared as an expert witness in April 2012 in support of AMR Corporation's motion to reject its collective bargaining agreements pursuant to 11 U.S.C. § 1113(c) (Chapter 11 Case No. 11-15463 (SHL)). The aforementioned AMR Corporation case is the only case of which I have testified in the past four years.

**E. Compensation for Study**

11. My standard hourly rate for this matter is \$425.00. The standard hourly rate for the research analyst who assisted me is \$175.00.

**F. Publications**

12. I was a contributor to a book on Human Capital Management in 2004. My chapter, "Focusing on Internal Resources," was published by Aspatore Books.

**II. ASSIGNMENT**

13. I have been asked by counsel for Amtrak to review Mr. Tom Roth's declaration and render an opinion as to his conclusions. I used my knowledge and experience in the field of labor relations, collective bargaining, and particularly passenger railroad collective bargaining, to evaluate his conclusions. My study included: a review of the scope and types of classifications included in the 14<sup>3</sup> contracts studied by Roth as well as the ARASA-OBS agreement<sup>4</sup>; a review

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<sup>3</sup> It is our understanding that while Roth included the BMW (NEC) agreement in his list of reviewed documents, this union is not part of this matter. Therefore, I did not review the BMW (NEC) agreement for my analysis.

of the types of discipline infractions used under various agreements; and an analysis of differences in contract provisions covering promotions and discipline based on job function. I have reviewed the documents identified in the Exhibit List attached to this declaration.<sup>5</sup>

### **III. FINDINGS AND ANALYSIS**

#### **A. A Review of Mr. Tom Roth's Declaration**

14. Mr. Roth writes that Amtrak's employees can be grouped into five "functional categories." These include: Operating Crafts, Shop Crafts, Engineering Crafts, Clerical and On-Board Services Crafts, and Security Crafts. His declaration describes contract similarities both within and among these five functional groups. Mr. Roth lists specific crafts and classes and then identifies the respective unions in each of his five "functional categories." Within the Shop Craft category, for example, he includes seven unions: JCC, IAM, IBEW, SMWIA, NCFO, IBB, as well as ARASA-ME, the union that he states supervises the first six unions listed.

15. Roth bases his analysis on the premise that these five functional categories are cohesive groups of functionally similar employees. In his discussion of supervision, pattern bargaining, and collective bargaining terms, Roth draws similarities between the functional categories as well as between specific unions. Roth claims that all five of the employee groups "share common work sites and supervision." He identifies similarities in collective bargaining terms such as the identical compensation structures found at BLE and UTU, two of the unions that comprise his "operating crafts" category. Roth does acknowledge differences in the various benefit provisions such as short-term illness and injury pay across employee groups. Lastly, he

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<sup>4</sup> Although the ARASA-OBS agreement was not in Roth's list of collective bargaining agreements he reviewed (*see* Roth's Exhibit 5), he discusses the ARASA-OBS contract in paragraph 13 of his declaration. For this reason, I have reviewed the ARASA-OBS agreement and included it in my analysis.

claims that the “rules governing discipline and grievances are common to a substantial degree within each functional employee group.”

16. By focusing on the contract similarities within and among the five functional groups, Mr. Roth’s declaration leads one to the conclusion that employees in each of these five functional categories have the same or similar contract provisions in important areas such as selection for promotion and discipline. When describing discipline, this includes both the discipline process and the severity of an infraction.

17. Mr. Roth fails to mention the important differences contained in Amtrak’s collective bargaining agreements not only among the functional categories, but even within particular crafts and classes that comprise his five functional categories.

18. An analysis of the various collective bargaining agreements upon which Mr. Roth relied, as well as the ARASA – OBS contract, various discipline policies, Amtrak job postings and Amtrak organizational charts, indicates that employees at Amtrak do not always share the same discipline and promotional provisions among the different collective bargaining agreements. In fact, even within Mr. Roth’s five functional categories, there are numerous examples of differences in contract provisions covering promotions and discipline between classes and crafts.

**B. Analysis of Roth’s “Functional Categories”**

19. Mr. Roth’s grouping of collective bargaining agreements by function does not produce the uniform similarities that he attempts to portray. The differences among the crafts and classes are often reflected in the rules of their respective collective bargaining agreements (CBAs). The grouping of Amtrak’s thousands of employees into these five functional categories must be questioned. While the categories themselves may seem logical, each one contains a

wide range of job classifications and is comprised of several unions, each with its own distinct CBA (*see* Exhibit 1). Exhibit 1 is a chart summarizing the numerous job classifications contained in each of the 14 agreements reviewed by Mr. Roth, as well as the ARASA-OBS agreement. Based on the information provided in these agreements, together, they seem to cover well over 175 unique job classifications. The sheer scope of the number and variety of those classifications is apparent. For the purposes of this case, grouping by only five main job functions in order to review the similarities and differences in rules and provisions guiding Amtrak's thousands of unionized employees is far too broad and, ultimately, produces inaccurate or misleading conclusions.

20. For example, Roth recognizes the broad range of classifications within the functional category of "clerical and on-board service crafts" (*see* paragraph 13 of Roth's declaration; *see also* Roth's deposition at 263:15-269:18 ; 286:7-294:11; 311:12-312:15; 306:3-308:10). Ticket/Reservation Agents are lumped in with Train Attendants. The job functions of these two positions and the skills that would be considered in selecting individuals for those positions are quite different. The job of a Reservations Sales Agent is to sell tickets and requires knowledge and training on Amtrak's computer reservation system. No similar requirements are needed for a Train Attendant.

21. Mr. Roth also fails to recognize that management supervision of employees varies by more than just functional job categories. Based on my experience in passenger rail and other transportation industries, employees within the same functional group but in different job classifications almost always have different supervisors or managers who make promotional and/or discipline decisions. For example, managers who oversee the dispatch functions and manage dispatchers are not the same individuals who supervise engineers, even though they are

both in the “operating craft.” The same managers could not possibly be able to assess the performance of someone who works in a controlled, office type work environment dispatching trains versus someone whose job it is to be on the road operating a locomotive as his/her work assignment. The job requirements and duties of those positions and, likewise, their criteria for selection, would be different.

22. A common way to verify differences in managing employees within functional categories is to review organization charts. I reviewed various organization charts that I requested from Amtrak’s counsel. An example of what I am referring to in Paragraph 19 is to look at Chart 1 dated September 2000 and Chart 6 dated October 2000 in the collection of organization charts for Intercity provided to me by counsel (*see* AMK0000352844.182 and AMK0000352844.184). When I looked at Terminal Operations for Intercity, I found separate managers reporting to the General Manager and Assistant General Manager in the following categories: operations, trainmen and engineers (T&E), mechanical and engineering (M&E), food and beverage, cars, locomotive, station and material control. Not one of these managers had responsibilities for more than one of these groups.

23. Another example of how employees in the same functional categories are subject to different selection processes can be found in my review of the various CBAs during the time period when an employee is on probation. This time period is often referred to in the CBAs as “approval of the application process.” The probationary period is 60 days for dispatchers, 90 days for BLE, UTU, BRS, TCU, and ASWC employees, and 120 days for ARASA-MW and ARASA-OBS employees. The rationale for this difference may likely have its genesis in the nature of the positions each CBA covers. While ATDA, BLE and UTU are under the same functional umbrella “operating crafts,” it is logical that a dispatcher (covered by ATDA) whose

job is rather sedentary and located at a particular dispatching office would generally take less time to observe and evaluate than an engineer or a conductor (covered by the BLE and UTU agreements, respectively) who works in the field.

24. In one of his few admissions that there are differences within a functional area, Mr. Roth acknowledges there can be many different jobs within the same functional group. In the “shop craft” group, there are highly skilled and licensed machinists who repair locomotive engines grouped in the same functional area as unskilled car cleaners. Organizations like Amtrak are not likely to handle discipline for highly skilled employees in exactly the same manner as they would for an unskilled employee. Based on my experience in both the passenger railroad and airline industries, companies give due consideration to the technical skill set of a highly skilled employee when determining discipline. The difference in skill set is often a consideration when making the decision to remove an employee when there is a violation of a particular rule or policy. In addition, I reviewed actual Amtrak job postings for both a coach cleaner and a machinist and, not surprisingly, the job duties were completely different. As such, the responsibilities and selection criteria were completely different as well. While machinists are responsible for the repair, testing and maintenance of locomotive engines, coach cleaners are responsible for cleaning the interior and exterior of cars. Additionally, while a machinist position often requires previous experience in the machinist trade and specific certifications, a coach cleaner position only requires the ability to communicate in English both written and verbal (*see* AMK0000433953, AMK0000409087 and AMK00004341118). While a machinist position may require experience in a specific machinist trade, past experience would not be required for coach cleaners. One could not claim the responsibilities are even remotely similar



or that promotions or discipline should be handled in the same manner. Mr. Roth claims a similarity solely on the basis that both work in the same general location.

**C. The Areas of Discipline and Promotion**

25. An analysis of Amtrak's contracts indicates that employees within and among the five functional areas are treated differently and are subject to different provisions in the areas of discipline and promotion. These two important topics are not adequately addressed in Mr. Roth's declaration, yet are quite relevant to this case. I compared individual collective bargaining agreements (CBAs) and found several disparities within discipline and promotions across the unions and within Roth's functional categories.

**1. Discipline**

26. Employers recognize that keeping customers and employees safe is of the utmost importance to their organizations. Amtrak's goal is for the operation to run safely and efficiently. It is not surprising that discipline policies in the transportation industry tend to focus on safety issues. Amtrak demonstrates the importance of safety in one of its Rules of Conduct Manuals that governs all Amtrak employees: "Safety is of first importance in the operation of the railroad and, therefore, is the most important aspect of an employee's duties." (*See* AMK0000007294).

27. I was not surprised to find safety violations listed as a "major offense" in Amtrak policies and CBAs (*see* AMK0000579923, UTU (NEC) agreement). Safety violations are often made a permanent part of an employee's record in the transportation industry. Amtrak's Discipline Expungement Guidelines state that "a violation of a safety rule resulting in a suspension may never be expunged from an employee's record." (*See* Charlie Woodcock's Exhibit 6-18).

28. Other major infractions listed in the documents I reviewed included any form of dishonesty (such as unrecorded funds, falsification of records, and abuse of pass travel), theft, insubordination, racial and sexual harassment, sleeping on duty and others (*see* AMK0000579923, Charlie Woodcock's Exhibit 6-19, AMK0000008470, the BLE and UTU (NEC) agreements). These infractions warrant discipline and Amtrak is not unique in its policies addressing such infractions. These kinds of infractions are contained in Rules of Conduct throughout the airline and railroad industries.

29. It is also common practice in the transportation industry that different types of offenses will result in different levels of discipline. While an employee who has established a pattern of absenteeism may be assessed some form of discipline, this type of offense pales in comparison to the severity of an employee who fails to obey a stop signal which could result in injury or death to passengers and damage to the train. Amtrak's Policy for Handling Formal Discipline states that there must be "uniformity of discipline commensurate with the offense," (*see* AMK0000579926).

30. This approach is not just reflected in the Amtrak policies and CBAs that I have reviewed for this case, but is true across the transportation industry. Many companies, both within and outside the transportation industries, follow a system of progressive discipline. An example would be Amtrak's National Attendance Policy which uses progressive counseling and discipline measures for an employee based on the number of absences (*see* AMK0000580465). Infrequent absences are not treated the same way as frequent absences are within a short period.

31. After reviewing Amtrak's CBAs and policy documents, it is my opinion that Amtrak's approach to rule infractions and the way they handle discipline is consistent with other passenger and freight railroads.

32. In reviewing the CBAs covering the “operating crafts”, the “engineering crafts”, the “shop crafts” and the “clerical and on-board services crafts”, I identified several rules where infractions are treated differently even within Mr. Roth’s functional categories (*see* Exhibit 2 - Differences in Disciplinary Processes, Unauthorized Absence Rules and Probationary Periods). Explanations of those rules are identified below.

**a. Unauthorized Absences**

33. In an industry where being on time and providing a safe operation are critically important to the success of a railroad, an employee’s reliability is crucial. Tardiness or unauthorized absences not only reflect poorly on the employee, but can have other significant consequences. A single delay and its inevitable domino effect can impact hundreds, if not thousands of passengers. When an employee does not show up for his/her scheduled work and an explanation is not provided, he has committed a significant offense. Most Amtrak CBAs have a rule dedicated to unauthorized absences that sets a limit on the number of unauthorized absences allowed before an employee is terminated. This limit is different among unions and within Roth’s functional categories. Within the “clerical and on-board services crafts,” TCU’s limit of unauthorized absences is 15 days whereas ASWC’s limit is 10 days. The limit for supervisors within the “clerical and on-board services crafts” under the ARASA – OBS agreement is just 5 days. Likewise, in the “engineering crafts,” the limit for the supervisors under the ARASA-MW agreement is 5 days while the maintainers, helpers, foremen and other employees under the BRS agreement have an unauthorized absence limit of 14 days prior to termination. Within the “shop crafts” group, the limit on unauthorized absences ranges from 5 (under the IAM, NFCO, IBEW and ARASA-ME) to 10 (under the JCC and SMWIA). So, while

unauthorized absences are not taken lightly at Amtrak, the discipline rules for such infractions vary by union and are not uniform as Roth implied in his declaration.

**b. Expungement of Discipline**

34. Clearing the personnel record of discipline is an important issue for employees and management alike and it is often negotiated or part of company policy (*see* Charlie Woodcock's attachment 18 from his Exhibit 6). Starting in 2000, a policy for discipline expungement was put in place. The policy states that managers may expunge discipline if records are clear for the following minimum periods: one year for a letter of reprimand, two years for a 1 to 5 day suspension, three years for a 6 to 9 day suspension, and five years for a suspension of 10 or more days. This policy does not include employees covered by the TCU (NEC), TCU (OC) and ASWC agreements. The employees covered under TCU and ASWC therefore, follow different schedules for expunging discipline. The ASWC agreement, for example, spells out a schedule quite different from the policy noted above: 12 months for a letter of reprimand, 24 months for a suspension of less than 10 days and 36 months for a suspension of 10 days or more. Notably, TCU employees started following the same expungement schedule as ASWC employees starting in 2010 when a side letter was added to the CBA.

**c. Disciplinary Process**

35. There are several differences between contracts in terms of the timelines of the disciplinary process. Each of the Amtrak contracts I reviewed provides a chronology of the disciplinary process that generally includes events such as the local manager's decision to discipline, the notice of intent to discipline provided to the employee, a formal investigation, the employee's option to appeal, a second review of the case, a further option to appeal, and others.

Most of these steps in the process are found in each of the contracts, but the timeline of these events can be drastically different.

36. One example is Amtrak's "decision to discipline" and "notice of intent" to impose that discipline on an employee. Within the "operating crafts" there are significant differences in this early part of the disciplinary process. The BLE agreement requires that the employee is notified of an investigation within 7 days of Amtrak becoming aware of the offense. For dispatchers covered by the ATDA agreement, Amtrak may not make a charge that involves an offense of which Amtrak has had actual knowledge of 20 days or more. Simply put, Amtrak is contractually obliged to notify its BLE employees that they are going to be faced with discipline (pending an investigation) within 7 days of knowledge of the offense whereas Amtrak has 20 days, or an extra 13 days, to notify one of its ATDA dispatchers of its intent to impose discipline.

37. A similar provision in the disciplinary process is how far in advance Amtrak must provide an employee with notice of an investigation's starting date. In some agreements, the time frame is a fixed number of days such as 5 days for the dispatchers (ATDA) and 7 days for BLE employees. In other agreements, precise guidance is not provided. Both the UTU (NEC) and BRS agreements only require that the employee is given "reasonable advance notice" of the investigation.

38. The time required for Amtrak to render a decision after the investigation is concluded is between 10 and 15 days and is not consistent within Mr. Roth's "functional categories." Within the "operating crafts," the ATDA and the BLE agreements require that Amtrak render a decision within 10 days following completion of the investigation, while the UTU (NEC) agreement allows for 15 days. Similarly, while some agreements require Amtrak to notify the employee of discipline 10 days (BRS) or 15 days (BLE, UTU (NEC), and ASWC)

prior to the date the discipline is to become effective, the TCU agreement requires that employees be given a full 30 days notice prior to the actual date of discipline (*see* Exhibit 2 – Differences in Disciplinary Processes, Unauthorized Absence Rules and Probationary Periods).

**d. Two Main Types of Infractions**

39. A similarity between most of the contracts is the tendency to treat minor infractions differently from more significant infractions within the disciplinary process. There are fewer opportunities to appeal a more severe infraction and the appeal is often made directly to the Director-Labor Relations. In the ARASA-MW agreement, there is a divergence in the disciplinary process when the offense is “suggesting discipline of dismissal.” When the offense is “suggesting discipline of dismissal,” the process is slightly different; the employee does not have the opportunity to meet with management before Amtrak pursues a formal investigation. While other contracts have similar language providing two disciplinary processes based on the infraction type, the language is not identical between contracts. For example, in determining whether or not the employee may be held out of service pending an investigation, the BLE does not distinguish the infraction based on the whether or not they are “suggesting of dismissal,” but whether or not the occurrence is defined a “serious act.” A “serious act,” according to the BLE contract, is “Rule “G”, insubordination, extreme negligence, and stealing.” (*See* AMK0000581399). The UTU (NEC) agreement provides a third variation of this type of rule and distinguishes whether an infraction is or is not a “major offense.” The contract states that a “major offense” is “generally recognized as dishonesty, extreme negligence, use of possession of alcoholic beverages, intoxicants, narcotics or insubordination, disorderly or immoral conduct, or any offense bringing discredit upon the Corporation.” (*See* AMK40125).

40. Based on my professional experience, the examples shown above are consistent with how other transportation companies use different levels of discipline even when work groups have a “community of interest.”<sup>6</sup> There are a number of reasons why discipline differs among union contracts. First, certain disciplinary provisions may or may not be high priority issues in a round of bargaining for either labor or management. However, in another round of bargaining, if management sees a negative trend on certain types of discipline, this could cause management to pay particular attention to that issue in negotiations. An example of this circumstance might be employees starting to call in sick on weekends or around holidays. Second, one union might choose to bargain quite extensively over the type of infractions deemed serious, while another union in the same functional group might decide it is not a major issue for them. If a union decides to bargain extensively over certain disciplinary provisions and succeeds in achieving its goal in this area, management may be limited in how it is able to discipline an employee for a particular infraction because the contract prevents management from taking more aggressive action.

## **2. Promotions**

41. In the airline and railroad industries, promotions can be based on a variety of factors including job performance, written examinations or tests, and interviews. Notable in the airline and railroad industries is the importance that is often given to seniority. Seniority is accumulated based on date of hire by an employee and is also based on how long an employee has been in a certain class or craft. An employee can also accumulate seniority based on a geographic location. Amtrak, for example, has seniority districts. The seniority an employee

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<sup>6</sup> See Roth Declaration, February 20, 2012, Exhibit 2, Paragraph 25.

holds in the “Southern District,” may be completely unrelated to the seniority he holds in another district.

42. Employees eligible for promotions at Amtrak are not evaluated the same way across the system. Amtrak’s contracts provide for different processes for promoting employees. While some contracts provide that more weight is given to seniority<sup>7</sup>, such as for unskilled positions, other promotions rely on interviews and/or exams to evaluate an employee’s potential for promotion.

43. Under the ASWC agreement, several positions are filled by appointment and are based on factors such as, “attendance, past discipline, demeanor toward passengers, coworkers, and supervisors, and technical proficiency of required duties.” (*See* AMK37700). The BRS contract has unique rules for promotion depending on the position. All employees under the BRS agreement that are hired in the Helper class will become trainees after completing their probation period of 60 days. This transition, or promotion, requires nothing more than completing a probationary period. There are no tests or interviews involved. Moving up to the next position of Maintainer, however, requires completing the Education and Training Program. Beyond the position of Maintainer, only employees who “possess the necessary qualifications to plan, direct, lead, regulate and coordinate the work of other employees will be given consideration for promotion to positions in the Inspector and Forman and Assistant Inspector classes.” (*See* AMK10249). So, even within a single contract, the BRS contract for example, there can be vastly different requirements for promotions for different positions.

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<sup>7</sup> Seniority differs by union contract and can include different types of seniority such as date of hire seniority, classification seniority, union seniority, and district seniority. Based on my experience in labor relations and collective bargaining, seniority within a union often is given preference in the selection process over someone coming into a bargaining unit from outside that union.



44. Further, based on my review of the collective bargaining agreements, union officials may occasionally participate in the selection process. For example, Appendix L – High Speed Train Agreement in the SMWIA agreement provides that when establishing qualification standards for each position, “such qualification and measurements standards will be reviewed with the organization to afford them the opportunity to provide their input.” (*See* AMK39480). Under the ASWC Agreement a new rule regarding the Las Vegas Talgo operation allows for union involvement during the actual interview process. According to the rule, “applicants will be screened and interviewed in seniority order by a committee made up of one ASWC representative and two Amtrak representatives.” (*See* AMK37734). The selection process, therefore, may be a joint effort involving both management and the union.

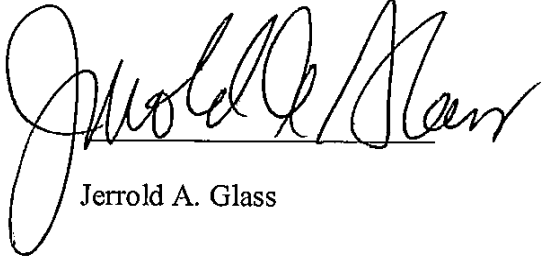
45. In several of the contracts there are often letters of agreement (LOAs) as well as new rules that provide separate promotion and assignment rules that are specific to a particular location or time period. For example, when Amtrak expected to launch a new service between Los Angeles and Las Vegas, the provisions for staffing the new service were added to the ASWC agreement as a new rule in 1998. The rule outlined that applicants would be interviewed in seniority order by a committee (as mentioned in paragraph 41) and that selection would be based on several factors. Again, while each contract will likely describe its own unique promotion and assignment policy, specific assignments within each contract may also have provisions that are unique to them.

#### **IV. CONCLUSIONS**

46. Mr. Roth has written a declaration that fails to identify the significant differences that exist within and among the five functional groups identified in his declaration. As I have

identified in this declaration, there are important contractual differences in the areas of discipline and promotions, and the similarities are not as universal as Mr. Roth contends.

Date: June 25, 2012



Jerrold A. Glass

# **EXHIBIT 1**

**Exhibit 1 -Classifications and Job Descriptions in Various AMTRAK Collective Bargaining Agreements**

**ASWC (TWU-HERE-TCU) Agreement – Effective 11/3/1973 – Revised through 12/9/1998**

**Rule 1 – Scope**

Employees represented by the Amtrak Service Workers Council in the classification designated herein and such new classifications of positions pertaining to or related to all on-board service and culinary classes on cars and in experimental and preparatory kitchens as are now in service or may be created by the Corporation in the dining, chair and sleeping parlor cars.

Employee Classifications:

- Chefs
- Food Specialists (Cooks)
- Service Attendants (Waiters and Pantrymen)
- Lead Service Attendants (In Charge of Diner)
- Lead Service Attendants (Club Car)
- Lead Service Attendants (Lounge Car)
- Train Attendants
- Auto-Train Attendants\*

\*From attachment H (1983)

Work not traditionally associated with the above classifications may be required of employees qualified to perform such work. This rule recognizes that a certain ebb and Flow of on-board services work has existed and will continue to exist and nothing in this agreement grants employees covered by this agreement to the right to all on train work to the exclusion of employees of other crafts who are assigned to perform duties on the train.

**Total classifications listed: 8\***

*\*For the purposes of this exhibit, an estimate of the total classifications under a particular agreement was calculated by adding the number of the employee classifications listed in each of the collective bargaining agreements.*

**Exhibit 1 -Classifications and Job Descriptions in Various AMTRAK Collective Bargaining Agreements**

**TCU Agreement – Effective 7/1967 – Revised 6/1/1998**

**Rule 1 - Scope**

Employees covered by the agreement are of the following:

Employees engaged in the work of the crafts or classes of

- 1) clerical, office, station and storehouse employees and
- 2) station, tower and telegraph service employees.

Clerks and operators of all types of office machines who regularly devote not less than 4 hours per day to the writing and calculating incident to keeping records and accounts, renditions of bills, reports and statements, handling of correspondence and similar work, making reservations and selling tickets, and employees who regularly devote not less than 4 hours per day to the operation of office or station mechanical equipment requiring special skill and training, such as typewriters, calculators, bookkeeping, dictating and keypunch machines and other similar equipment used in the performance of clerical work as herein defined, shall be designated as clerks.

Station and storehouse employees such as attendants, messengers, train announcers, gatemen, station helpers, mail and baggage room employees, telephone switchboard operators, red caps and commissary employees.

**MOA No.10**

If the Company hires employees who are engaged in work of the craft and classes of Station, Tower and Telegraph Service, the following typical job categories shall be included in the Scope and covered by the General Rules Agreement:

- Agent Telegraphers
- Operator Agents
- Wire Chiefs
- Telegraphers
- Block Operators
- Towerman
- Leverman

***Total classifications listed: 17 (or more)***

**Exhibit 1 -Classifications and Job Descriptions in Various AMTRAK Collective Bargaining Agreements**

**ARASA – OBS Agreement – Effective 7/11976 – Revised 3/1/1999 – Printed 11/1/2000**

Agreement covers Supervisors below the rank of General Supervisor, pursuant to NMB Certification Case R-4547.

**Rule 1 – Scope**

“Supervisor” refers only to positions covered within the Scope Rule as follows:

- On-Board Service Inspector
- Supervisor, On-Board Operations
- Supervisor, Crew Base;
- Supervisor, Planning and Scheduling
- Chief, On-Board Services
- Product Line Supervisor\*
- Administrative Chief

\*From Letter 11 dated 4/4/2001

Work not traditionally associated with the above classification may be required of employees qualified to perform such work. This rule recognizes that a certain ebb and Flow of on-board services work has existed and will continue to exist and nothing in this agreement grants employees covered by this agreement to the right to all on-train work to the exclusion of employees of other crafts who are assigned to perform duties on the train.

**Total classifications listed: 7**

**Exhibit 1 -Classifications and Job Descriptions in Various AMTRAK Collective Bargaining Agreements**

**ATDA Agreement – Effective 9/1/1976 – Last Revised 3/27/2000**

**Part I – Train Dispatchers**

**Rule 1 – Scope**

The Definition of Chief, Assistant Chief and Night Chief Dispatchers includes the responsibilities:

- For the movement of trains on a division or other assigned territory,
- Involving the supervision of Train Dispatchers and other similar employees;
- The distribution of road power as directed by supervision,
- The handling of road crews between terminals,
- The running and balancing of light power and deadheading of road crews in accordance with the flow of traffic,
- Maintaining records as to power on hand at various terminals and road crews available and on rest.,
- Checking with the Train Dispatcher in order to follow the movement of road trains, and whenever difficulties arise, they take action to overcome them,
- Handling the relieving of crews and arrange to keep all terminals advised of conditions and movement en route.

Additionally, they are responsible for the prompt movement of any car that has been set out in bad order and after repairs have been made, arrange for the movement of the car. They keep a current record of cars to be moved out of terminals, and arrange for the power to move trains scheduled out of terminals. They keep in contact with and work with other supervisory personnel such as Yard Masters and Train Masters in connection with the classification and make up of road freight and passenger trains and also keep the Train Master informed with respect to the road movement of the operating division, and other related work.

Definition of Trick, Relief and Extra Train Dispatcher Positions.

This class includes positions in which the duties of incumbents are to be primarily responsible for the movement of trains over a defined territory by train orders, or otherwise; to supervise forces employed in handling train orders, to keep necessary records incident thereto; to perform related work as may be assigned by the Chief or Assistant Chief Dispatcher.

**Total classifications listed: 6**

**Part II – Power Directors and Load Dispatchers**

**Scope**

Part II covers Power Directors and Load Dispatchers.

**Definitions**

Power Directors:

Supervises operations and sectionalizing of electric power distribution system which transmits electric energy for the propulsion of trains; direct opening and closing of circuit-breakers, disconnecting and sectionalizing switches as required for movement of trains and as required for protection of employees and others engaged in work on or in close proximity to any portion of the electric power distribution system. Supervises operation, transmission and sectionalizing of power supply for the 2200 volt, 3300 volt and 6600 volt signal power lines. Supervises the operation, transmission and sectionalizing of electric power (2200 volts and above) used for lighting and power supply in stations, yards, shops, tunnels, etc. only at the specific locations and to the extent that the work referred to in this sentence was being performed by Power Directors on the effective date of this Agreement; work referred to in this sentence not being so performed by Power Directors on the effective date of this Agreement will not accrue to such employees but additional work of this character may be assigned to such employees. Power Directors also supervise operation, transmission of power and sectionalizing of the 6600 volt signal power lines in the non-electrified territory between Baltimore and Wago Junction, and between Jersey and Vernon.

Load Dispatchers:

Supervises operation of electric power supply system, load requirements, transmission system network and electric, power system operation. Directs arrangement of power supply circuits and associated apparatus as required to maintain proper supply of electric energy for propulsion of trains.

**Total classifications listed: 2**

**Exhibit 1 -Classifications and Job Descriptions in Various AMTRAK Collective Bargaining Agreements**

**ARASA (MW) Agreement – Effective 8/1/1978 – Synthesis Reprinted 4/1999**

**Rule 1 – Scope**

Covered employees, referred to as “supervisors”:

Track Department

- Supervisor
- Assistant Supervisor
- General Foreman
- Welding/Rail Inspector

Structures Department

- Supervisor
- Assistant Supervisor
- Bridge Inspector (applicable only in the Boston District)
- General Foreman

Communication and Signal Department

- Supervisor
- Assistant Supervisor
- General Foreman

Electric Traction Department

- Supervisor
- Assistant Supervisor

- It is understood that employees of one classification may perform work of another classification.
- When the duties of a position covered by this Agreement are composed of the work of two or more classifications herein defined, the senior qualified employee with seniority in the classifications involved will be awarded the position.

***Total classifications listed: 13***



**Exhibit 1 -Classifications and Job Descriptions in Various AMTRAK Collective Bargaining Agreements**

**BRS Agreement – Effective 9/13/1999**

**Rule 1 – Scope**

Agreement covers classifications engaged in the installation and maintenance of all signals, interlockings, telegraph and telephone lines and equipment including telegraph and telephone office equipment, wayside or office equipment of communicating *systems* (not including such equipment), highway crossing protection (excluding highway crossing gates not operated in conjunction with track or signal circuits) including repair and adjustment of telegraph, telephone and signal relays and the wiring of telegraph, telephone and signal instrument cases, and the maintenance of car retarder systems, and all other work in connection with installation and maintenance thereof that has been generally recognized as telegraph, telephone or signal work.

Certain other work is also covered in specific seniority districts (*see page 3 of CBA for specifics*).

**Rule 2 – Classifications**

Southern, Western and Pacific Districts

- Inspector
- Foreman
- Assistant Inspector
- Assistant Foreman
- Electronic Specialist
- Electronic Technician.
- \*Maintainer C&S
- \*Maintainer
- Signalman
- Helper

\* Except where otherwise specified, the term "maintainer" applies to both of these classifications in the CBA.

Northern District

- Foreman
- Assistant Foreman
- Inspectors
- Signal Maintainer
- Signalman
- Electronic Specialist
- Electronic Technician.
- \*Maintainer C&S
- \*Maintainer
- Helper

**Total classifications listed: 11**

**Exhibit 1 -Classifications and Job Descriptions in Various AMTRAK Collective Bargaining Agreements**

**BLET Agreement – Effective 10/26/1982 – 5/20/2004 Codification Draft\***

\*While this document does not match the description of the BLET Agreement Roth used in his declaration, it is the version that was provided to me by counsel from the documents produced during discovery. Roth used a May 5, 2005 version which is publicly available. A review of the two versions confirmed that the later version used by Roth did not appear to have material modifications that effected my study. As such I used the version produced during discovery.

**Rule 1 – Scope**

Agreement covers 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.

***Total classifications listed: 1***

**Exhibit 1 -Classifications and Job Descriptions in Various AMTRAK Collective Bargaining Agreements**

**UTU Agreement – Effective 1/1/1983 – Reprinted 10/1/1994 – Last Revised 10/27/1999**

**Rule 1 – Scope**

The United Transportation Union shall have the exclusive right to represent all Passenger Conductors and Assistant Passenger Conductors in Company-level grievance, claim and disciplinary proceedings.

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 employees, as defined in this Rule, engage in the performance of work presently recognized as the exclusive work of passenger train service employees on main lines, or branch lines or within yard facilities.

The words "employee" or "employees" as used in this Agreement refer to all train service operating craft personnel. Train service operating craft personnel will be classified as Passenger Conductor or Assistant Passenger Conductor.

***Total classifications listed: 2***

**Exhibit 1 -Classifications and Job Descriptions in Various AMTRAK Collective Bargaining Agreements**

**JCC Agreement – Effective 2/1/1977; Last Revised 12/15/1998**

**Rule 1 – Classification of Work**

Pending adoption of a system classification of work rule, employees will ordinarily perform the work which has been performed traditionally by the craft at that location, if formerly a railroad facility, or, as it had been performed at comparable Amtrak facilities, if it is a new facility.

**Appendix “E” – Rate Sheet**

- Journeyman
- Helper
- Coach Cleaner
- Regular Apprentice
- Helper Apprentice
- Wreck Train Crane Operator
- Mobile Crane Operator/Driver
- Block Truck Driver
- Assistant Truck Driver/Welder

***Total classifications listed: 9***

**Exhibit 1 -Classifications and Job Descriptions in Various AMTRAK Collective Bargaining Agreements**

**IAM Agreement – Effective 9/1/1977 – Revised 3/1/1999**

**Rule 1 – Scope**

Pending adoption of a system classification of work rule, employees will ordinarily perform the work which has been performed traditionally by the craft at that location, if formerly a railroad facility, or, as it had been performed at comparable Amtrak facilities, if it is a new facility.

**Appendix E – Rates of Pay**

- Machinist Journeyman
- Machinist – Lead
- Machinist Welder
- Mech Technician
- Inspector Loco
- Mech Inspector
- Road Mechanic Bos
- Road Mech-OT RT Bos
- Machinist – Chicago
- Building Sys Spec NY &PHL
- Mach Tec LaxTalگو
- Mach LaxTalگو Trnee

**Total classifications listed: 12**

**Exhibit 1 -Classifications and Job Descriptions in Various AMTRAK Collective Bargaining Agreements**

**NCFO Agreement – Effective 7/1976; Last Revised 1/11/1999**

**Rule 1 – Classification of Work**

Pending adoption of a system classification of work rule, employees will ordinarily perform the work which has been performed traditionally by the craft at that location, if formerly a railroad facility, or, as it had been performed at comparable Amtrak facilities, if it is a new facility.

**Rule 2 - Seniority Classifications and Rates of Pay**

Group A

- Utility Worker
- Motor Equipment Operator
- Hostler Helper

Group B

- Large Crane Operator
- Stationary Fireman
- Fuel Truck Driver
- Stationary Engineer
- Large Equipment Operator

***Total classifications listed: 8***

**Exhibit 1 -Classifications and Job Descriptions in Various AMTRAK Collective Bargaining Agreements****IBEW Agreement – Effective 9/1/1975; Last Revised 2/4/1999****Rule 1 – Classification of Work**

Pending adoption of a system classification of work rule, employees will ordinarily perform the work which has been performed traditionally by the craft at that location, if formerly a railroad facility, or, as it had been performed at comparable Amtrak facilities, if it is a new facility.

**Appendix E – Rates of Pay**

ELCTRICN JRNYMN  
 ELCTRICN HELPER  
 ELCTRICN APPR 1 PRD  
 ELCTRICN APPR 2 PRD  
 ELCTRICN APPR 3 PRD  
 ELETRICN APPR 4 PRD  
 ELETRICN APPR 5 PRD  
 ELETRICN APPR 6 PRD  
 ELEC HLPRAPR 1 PRD  
 ELEC HLPRAPR 2 PRD  
 ELEC HLPR APR 3 PRD  
 ELEC HLPR APR 4 PRD  
 ELECTRICIAN LEAD LD  
 ELECTRICIAN WELDER  
 ELECTRICAL INSPCTR  
 ELC FLDTCH TRN RIDR  
 ELCTRCAL TECHNICIAN  
 RADIO MNTNP NEC  
 CBLE SPUCR NH/BOS  
 MAINTNR COOM NH/BOS  
 RADIO MNTNR NEC LD  
 UNEMAN NH/BOS  
 SHP EXT ELECT L.A  
 NC ELC 1 ST CLS N/O  
 NC ELC 2ND CLS N/O  
 ELCTRICN GRDE A-WIL  
 ELECTRICIAN GRADE A  
 ELECTRICIAN GRADE B  
 ELECTRICIAN GRADE C  
 ELECTRICIAN GRADE D  
 ELECTRICIAN GRADE E  
 ELECTRICIAN GRADE F  
 ELECTRICIAN GRADE G  
 ELECTRICIAN GRADE H  
 ELECTRICIAN GRADE J  
 ELCTRICN GRD P (HLP)  
 ELECT INSPCTR NH  
 ELC EQUIP OPR SNYSD  
 ELCTRICN TECH(RADIO)  
 ELEC TECH (RADIO) LD  
 ELC EQUIP OP PN-STA  
 ELECTRICIAN-SEBRD  
 EI" FOREMAN  
 CATENARY UNEMAN  
 SUBSTATION ELCTRICN  
 HI RAIL TRK OPRATR  
 TST SIGNALMN CUS

**Exhibit 1 -Classifications and Job Descriptions in Various AMTRAK Collective Bargaining Agreements**

SIGNALMAN CUS  
SIGNALi./FORMN CUS  
SIGNL HLPR WLDR CUS  
SIGNAL/HLPR CUS  
AST INS COM&SIG CUS  
ELECTRONIC TECH COM  
AIR COND/RFRIG MNTN  
TCHNICIAN-LOCOMTVE  
JRYMN ASBESTOS BEEC  
JRYMN ASBESTOS WILM  
JRYMN ASBESTOS BEAR  
LOCOMOTIVE INSPECT  
JRYMN ARMATURE WILM  
TECHNICIAN-S  
TECHNICIAN-C  
TECHNICIAN-E  
TECHNICIAN-BSS  
SIGNAL FOREMAN  
ELEC INSPECTOR C&S  
ELEC MAINTAINR C&S  
HI-RAIL SUBSTAT ELE  
HI-RAI L CATN RY LNMN  
ELEC MAINTAINER-C&S  
ELEC TEC LAX TALGO  
ELEC LAXTALGO TRNEE  
ELCT JRNM WK TM SEA

***Total classifications listed: 64\****

\*Positions with the same pay rate were not counted more than once. For example, Technician-S, Technician-C, Technician-E, and Technician-BSS all have the same pay rate. Therefore, they were only counted once, collectively, for the purpose of the total listed above.



**Exhibit 1 -Classifications and Job Descriptions in Various AMTRAK Collective Bargaining Agreements**

**IBB Agreement – Effective 7/1/1976 – Last Revised 1/14/1999**

**Rule 1 – Classification of Work**

Pending adoption of a system classification of work rule, employees will ordinarily perform the work which has been performed traditionally by the craft at that location, if formerly a railroad facility, or, as it had been performed at comparable Amtrak facilities, if it is a new facility.

**Appendix E – Rates of Pay**

IBB MECHANIC A  
LOCO INSPECTOR  
LAYOUT  
GRADE B-BLKSMTH  
GRADE C-BLKSMTH  
GRADE A-WI-LM-BOILMKR  
GRADE B-BOIL.MKR  
BLKSMITH WELDER  
1BB MECHNC A WELDER  
1BB MECHNC A LEAD  
IBB TECHNICIAN  
BLACKSMITH TECH  
IBB MECHANIC B  
IBB MECHNC B WELDER  
IBB MECHNC B LEAD

**Appendix P**

There shall be two classes of apprentices in each craft:  
Regular Apprentices  
Helper Apprentices

**Appendix Q-1 –Work by Amtrak at the Enprotech facility in Canton, Ohio**

The following classifications are hereby established for employees assigned to contract project work who are employed subsequent to the date of this agreement.

Mechanic “A”  
Mechanic “B”  
Assemblers  
Utility Worker

**Total classifications listed above: 19\***

\*Positions with the same pay rate were not counted more than once.

**Exhibit 1 -Classifications and Job Descriptions in Various AMTRAK Collective Bargaining Agreements**

**SMWIA – Effective 10/1/1977 – Last Revised 12/22/1998**

**Rule 1 – Classification of Work**

Pending the adoption of a national work rule, employees will ordinarily perform the work which has been performed traditionally by the craft at that location, if formerly a railroad facility, or, as it has been performed at comparable Amtrak facilities, if it is a new facility.

**Appendix E – Rates of pay**

Appendix E

SMTL WKR MECHANIC A  
SHTMTL WKR HELPER  
SHTMTL LD LD  
SHTMTL WELDER  
SHTMTL WKR-LAYOUT MN  
SHTMTL TECHNICIAN  
LOCOMOTIVE INSPCTOR  
FAC MNT SHTMT WK\_R  
SHTMT WKR GRAD A WIL  
SHT.MTL.WKR.GRADE A  
SHT.MTL..WKR GRADE B  
SHT.MTL.WKR GRADE C  
SHT.MTL.WKR GRADE D  
SHT.MTL.WKR GRADE E  
SHT.MTL..WKR GRADE F  
SMW WSTEWTR PLNT OP  
AIR COND/REFRIG MNTN  
SMTL WKR MECHANIC B  
SMTL WKR CAR WASH

**Appendix Q - Apprentice Training Agreement**

There shall be two classes of apprentices in each craft:

Regular Apprentices

Helper Apprentices

**Appendix L - High Speed Rail Agreement**

High Speed Trainset Electrical Technician

**Total classifications listed above: 14\***

\*Positions with the same pay rate were not counted more than once.

**Exhibit 1 -Classifications and Job Descriptions in Various AMTRAK Collective Bargaining Agreements**

**ARASA – ME – Effective 2/1/176 – Last Revised 3/18/1999**

**Scope**

- Agreement covers Foremen of Mechanics, Laborers Coach Cleaners and Material Handlers in the Mechanical, Stores and Materials Departments at a maintenance facility, below the rank of General Foreman.
- The primary duties of Foremen covered under this agreement shall be to directly supervise the work of the crafts specified in the paragraph above.

**Appendix E – Rates of pay**

Foreman I  
Foreman II  
Foreman III

**Appendix O-1 – High Speed Trainsets**

High Speed Trainset Supervising Technician

***Total classifications listed above: 4***

# **EXHIBIT 2**

## Exhibit 2. Differences in Disciplinary Processes, Unauthorized Absence Rules and Probationary Periods

Roth's "Functional Category"	Operating Crafts			Engineering Crafts		Clerical and On-Board Services Crafts		
	Union	ATDA	BLE	UTU (NEC)	BRS	Supervised by ARASA-MW	TCU	ASWC
Company must act within X days of knowledge of the offense	Rule 19 20 days	Rule 21 7 days	Rule 25 No provision	Rule 57 Trial scheduled 30 days within supervisor's first knowledge of employee's involvement (may be postponed for a valid reason).	Rule 19 30 days	Rule 24 30 days	Rule 19 30 days	Rule 19 Charges must be filed 30 days from when the officer of the corporation authorized to file charges has a reasonable basis for the filing.
Written notice of investigation will be given to the employee X days prior to the investigation	Rule 19 5 days	Rule 21 7 days*  *Employee may request an informal handling at least 24 hours before the investigation.	Rule 25 Reasonable advance notice*  *Employee may request an informal handling at least 24 hours before investigation.	Rule 57 Reasonable advance notice	Rule 19 Within 7 days from receipt of notice of intent to discipline, the employee will meet with management.	Rule 24 Within 7 days from receipt of notice of intent to discipline, the employee will meet with management.	Rule 19 Within 7 days from receipt of notice of intent to discipline, the employee will meet with management.	Rule 19 Employee will be given written notice in advance of investigation.
Decision will be rendered X days after completion of the investigation	Rule 19 10 days	Rule 21 10 days	Rule 25 15 days	Rule 57 15 days	Rule 19 15 days	Rule 24 10 days	Rule 19 10 days	Rule 19 15 days
Employee will be notified X days before discipline will be effective	No provision	Rule 21 15 days	Rule 25 15 days	Rule 57 10 days	Rule 19 No provision	Rule 24 30 days	Rule 19 15 days	No provision
Limit of days of unauthorized absence before employee is terminated	No provision	Rule 42 15 days	Rule 26 15 days	Rule 51 14 days	Rule 23 5 days	New Rule – Abandonment of Position* 15 days	Rule 24 10 days	Rule 23 5 days
Probationary period, or "Approval of application process"	Rule 4 60 days	Rule 24 90 days	Rule 28 90 days	Rule 6 90 days	Rule 4 120 days	Rule 3 90 days	Rule 28 90 days	Rule 4 120 days

## Exhibit 2. Differences in Disciplinary Processes, Unauthorized Absence Rules and Probationary Periods

Roth's "Functional Category" Union	Shop Crafts						
	JCC	IAM	NFCO	IBEW	IBB	SMWIA	ARASA-ME
Company must act within X days of knowledge of the offense	Rule 23 30 days	Rule 24 30 days	Rule 25 30 days	Rule 23 30 days	Rule 23 30 days	Rule 23 30 days	Rule 19 30 days
Written notice of investigation will be given to the employee X days prior to the investigation	Rule 23  Within 7 days from receipt of notice of intent to discipline, the employee will meet with management.  If an investigation is held, it will be held within 15 days from the date of the meeting.	Rule 24  Employees shall be given written notice in advance of the investigation.	Rule 25  Employees shall be given written notice in advance of the investigation.	Rule 23  Employees shall be given written notice in advance of the investigation.	Rule 23  Employees shall be given written notice in advance of the investigation.	Rule 23  Employees shall be given written notice in advance of the investigation.	Rule 19  Within 7 days from receipt of notice of intent to discipline, the employee will meet with management.  If an investigation is held, it will be held within 15 days from the date of the meeting.
Decision will be rendered X days after completion of the investigation	Rule 23 15 days	Rule 24 15 days	Rule 25 15 days	Rule 23 15 days	Rule 23 15 days	Rule 23 15 days	Rule 19 15 days
Employee will be notified X days before discipline will be effective	No provision	No provision	No provision	No provision	No provision	No provision	No provision
Limit of days of unauthorized absence before employee is terminated	Rule 27 10 days	Rule 28 5 days	Rule 30 5 days	Rule 28 5 days	Rule 28 5 days	Rule 27 10 days	Rule 22 5 days
Probationary period, or "Approval of application process"	Rule 3 90 days	Rule 3 90 days	Rule 4 60 days	Rule 3 90 days	Rule 3 90 days	Rule 3 90 days	Rule 2 90 days