

AGREEMENT

between

SOUTHERN RAILWAY

ALABAMA GREAT SOUTHERN RAILROAD COMPANY

(including the NO&NE District)

and their employees

represented by the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Whereas, the National Railroad Passenger Corporation pursuant to the Rail Passenger Service Act of 1970, as amended, has indicated its desire to assume its own train and engine operations, including the employment of its own train and engine service employees, and

Whereas, the Carriers and Organization desire to cooperate to the extent possible in permitting Carriers' employees to obtain reasonable leaves of absence for the purpose of accepting employment with Amtrak,

It is agreed:

A. Present Scheduled Agreement rules concerning leaves of absence are amended to the extent covered herein only when the leave of absence is sought for the purpose of Amtrak employment and this Agreement will not serve as any further precedent.

1. When an employee desires to accept employment with Amtrak, he shall make application for a leave of absence in writing to the proper officer of the Carrier.
2. The Carrier may, contingent upon its needs of service, grant an employee a one-time leave of absence. It is understood that the Carrier may grant leaves of absences in each seniority district up to the number of employees of each craft in that district who are regularly assigned in passenger service on the day prior to Amtrak takeover. It is further understood that in granting and continuing an employee's leave of absence, the Carrier's interests are of the first priority.
3. A Carrier employee granted a leave of absence must keep the Carrier and the General Chairman advised of his current address and telephone number.

- B. An employee may return to the Carrier only one time during the leave of absence, and this can only occur when he is deprived of employment on Amtrak with the following exception:

EXCEPTION: Employees assigned and accepting positions with Amtrak in accordance with bulletins inaugurating Amtrak's employment of its own train and engine service employees, will be allowed this one-time return back to the Carrier by a voluntary exercise of seniority six (6) months after inception of such service. Thereafter, these employees will be covered by all provisions of this Agreement.

1. "Deprived of employment" as used herein means the inability of an employee covered by this Agreement to obtain a regular or extra position with Amtrak in the Amtrak work zone in which employed.

NOTE: "Deprivation of employment" shall not include deprivation of employment on Amtrak by reason of retirement, separation allowance, resignation, dismissal or disciplinary suspension for cause, failure to work due to illness or disability, or voluntary withholding of services.

2. An employee who elects to return to the Carrier shall not be granted an additional leave of absence, and subsequent resumption of employment with Amtrak shall be regarded as a self-executing resignation.

C. No duplication of benefits, such as health and welfare and vacation, will be allowed any employee who worked for both the Carrier and Amtrak.

This Agreement signed in Atlanta, Georgia, on 3 June, 1986.

For The Organization:

R. C. Wallace  
R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers

For the Carriers:

R. S. Spenski  
R. S. Spenski  
Assistant Vice President  
Labor Relations  
Southern Railway Company  
Alabama Great Southern  
Railroad Company (including  
NO&NE)