



2025 Edition

OBS NEW EMPLOYEE GUIDE

On behalf of Local 23, we'd like to welcome all new hires to their new railroad careers! This guide represents the core information critical to your success, as well as a foundation of principles to reference. Railroad rules can be complex, and largely exist independent of state labor law, as well as independent of the National Labor Relations Board (NLRB); We are subject to the Federal Railroad Labor Act. As such we've compiled a list that will help keep your career on the rails, so to speak. A railroad career can be rewarding for both you and your family, provided you know your rights and work safely. Let's delve into some of the rules that will help you do both.

RULE 2 - SENIORITY

(a) Except as provided in Section II of this rule, employees shall establish seniority in a seniority classification as of the time their pay starts in that classification and shall be placed on both the nationwide as well as the crew base seniority roster where employed. A crew base will constitute a seniority district.

(b) When two or more employees start in the same classification on the same date, they will be placed on the roster with the last six digits of their social security number determining seniority rank, the higher number being ranked first. When a training class of new employees is released to the crew base on a particular date, such date shall constitute the seniority of those employees. They will then be ranked by the last six digits of their social security number, the higher number being ranked first.

RULE 4 - BULLETIN AND ASSIGNMENT

(a) New **permanent** positions and vacancies known to be more than 30 days' duration shall be bulletined within five (5) days.

(b) **Temporary** positions and vacancies not known to be more than 30 days' duration shall be bulletined upon the expiration of 30 days from date they occur.

RULE 5 - REDUCING AND INCREASING FORCES

(c) Advance notice before abolishing positions or making force reductions is not required under emergency conditions, such as flood, snowstorm, hurricane, tornado, earthquake, fire or strike, provided that such conditions result in suspension of the Corporation's operations in whole or in part. Such force reductions will be confined solely to those work locations directly affected by any suspension of operations. Notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for their position without having been previously notified not to report, shall receive four (4) hours' pay at the applicable rate for his position. If an employee works any portion of the day, they will be paid in accordance with existing rules.

Employees whose guarantees are suspended will be paid for actual time worked in the month, or 180 hours less 8 hours for each day during the emergency suspension, whichever is greater. Employees whose regular positions are abolished during the emergency suspension may be used for extra work and if they decline such extra work their monthly guarantee will be broken and they will be paid only for the hours actually worked. If an emergency suspension lasts more than three days, employees whose positions are abolished may exercise displacement rights to positions

held by junior employees if available, or may continue to make themselves available for extra work. **Upon termination of the emergency conditions, all positions and incumbents thereof shall be restored to the status prevailing prior to the emergency.**

September 15, 2022

ASWC Rule 5(c) Amendment

Dear Chairmen:

This letter memorializes our discussions regarding the application of Rule 5(c) of the ASWC agreement. Regularly assigned employees whose assignments/trips are impacted by a service disruption will be prorated eight hours on the days of the service disruption. For example, if a service disruption lasts for a period of two (2) days, an employee holding a regularly assigned position of (6) days will be prorated eight hours for each of the two (2) days, 16 hours, and will not be prorated remaining four (4) days of their regular trip, if they remain available for extra work on their scheduled work days. Before being offered any assignment they must be able to be rested two (2) full days before their next regular assignment in accordance with Rule 11(f).

RULE 6 - DISPLACEMENT RIGHTS

(a) **An employee whose regular assignment has been abolished**, or an employee who has been displaced from his regular assignment by a senior employee, may displace a junior employee, or **may displace** onto an open job that has been bulletined for bid, **within 24 hours of the time** they would otherwise have been required to report for the next run of such assignment **following his regular layover period**. When Carrier becomes aware of a displacement, it shall notify the displaced employee.

RULE 10 - GUARANTEE HOURS

(a) **Regularly assigned employees** who do not lay off of their own accord from their regular bulletined assignment shall be guaranteed a basic monthly rate of **180 hours**. The basic monthly rate of **150 hours shall be guaranteed for extra employees** who do not lay off on their own accord. Employees who lay off on their own accord shall be paid for actual hours worked that month.

RULE 11 - EXTRA BOARD

(a) The Corporation will establish extra board positions for the number of extra employees needed, to be determined by the Corporation. **Such extra employees may be used on all positions in accordance with their experience and ability, and will be paid the rate of**

the position to which they are assigned. Reduction in the number of positions on the extra board will be affected by giving the junior employees five (5) days' advance written notice.

(b) Extra board positions will be composed of the five classes as set forth in Rule 1.

Vacancies will be filled by extra board employees on a first-in, first-out basis. When this results in certain employees working less than others, the employees with the least number of hours in the month may be used ahead of others, in order to equalize the earnings as much as possible. However, an employee will only be bypassed for assignment in order to equalize the earnings after the 10th day of the month and if the employee has already earned one - hundred hours.

The names of employees on each respective extra board, showing classification, placement and rotation on the board, shall be posted at each crew base daily for employee inspection.

Note: This rule does not require the posting of a hard copy. The extra board may be available on a PC or other electronic device provided the employees have access to the device and the employees have been trained or supplied with written instructions on its use.

(d) **Extra employees must be available on a five-day per week basis,** days of availability to be specified by the Crew Management Center. On such days, if the extra employee is required to be available, the Crew Management Center may require them to report by calling not more than two times **or be available for call not more than two two-hour periods each day.** Extra employees are subject to emergency calls if available at any time.

(e) **The extra employee will be placed at the bottom of the rotating extra board upon his return from an assignment (before taking layover days.) If an extra employee reaches the top of the extra board list before expiration of their layover period, they will remain at the top, but will not be used (except in emergencies) until expiration of the layover.**

(f) Extra employees will receive the bulletined layover (both away and at home) of the assignment they are filling to a **maximum of 48 hours following their return to the home**

crew base. Extra to the number of hours worked on the assignment to a maximum of 48 hours.

(g) Upon return from an assignment (before taking layover days), the extra employee will report to the Crew Management Center, who will advise them of the length of layover and the two "call in" or "availability" periods for each of the five calendar days following the layover period.

RULE 13 - OVERTIME

- Time worked in excess of 180 hours in any month will be considered overtime and will be paid overtime at a straight time rate for hours in excess of 180 hours up to 185 hours. **Time worked in excess of 185 hours will be paid at time and a half.**

RULE 24 - UNAUTHORIZED ABSENCE

Employees who are absent from work for ten (10) days without notifying the corporation shall be considered as having resigned from the service, unless the corporation is furnished satisfactory evidence that circumstances beyond their control prevented such notification.

RULE 45 - HOLIDAYS

(a) Regular or extra employees required to work on the **designated** holidays will receive **Time & ½** at the applicable rate of pay. Such payment will be in addition to any other compensation both regular and overtime earned in the month. It, however, will not be used to offset overtime earnings nor will it count toward the monthly guarantee.

The designated holidays are: New Year's Day, Martin Luther King Jr. Day, Christmas Day, Veterans Day, Thanksgiving Day, Independence Day, Labor Day Memorial Day, Juneteenth

VACATION

Each week of vacation consists of **6 consecutive calendar days** paid at **41.5** hours a week.

Employees who take vacations under the provisions of this Agreement will not suffer a reduction of their monthly guarantee, provided they comply with the following:

- Employees holding a regular bulletined assignment which does not depart within 36 hours of 12:01 a.m. of the terminating day of their vacation **must call the crew base prior to 9:00 a.m. on the day following their vacation and make themselves available for relief (extra) work.**

Such relief (extra) work may be assigned to them provided that it consists of a minimum eight (8) hours and will allow him a layover, as defined in Rule 11(f), prior to the next run of their regular assignment.

- **Extra board employees will be placed at the top of the rotating extra board at 6:00 a.m. on the day following his vacation.**
- All vacation “**UNIT**” weeks will begin on **Monday**.
- An employee assigned to a specific unit week will normally begin their vacation on **the first due out date** of their regular job that falls within the unit week assigned.
- If the employee’s due out date does not fall in the unit week awarded, the employee will start their vacation on the trip date **closest** to the Monday of the unit week awarded.
- When trying to figure out when your vacation starts, you look from the **Monday you were awarded moving forward**.
- **All Extra board employees should, due to uncertain schedules, check with Crew Management in advance of scheduled vacation.**

FACTSHEET ON RAIL SAFETY

After President Biden took office, the Biden-Harris Administration took key steps to improve the safety of our railways by deploying funding from the President's Bipartisan Infrastructure Law, holding railroads accountable, raising rail safety standards, and supporting first responders and rail workers. Following the Norfolk Southern derailment in 2023, the Administration mobilized a comprehensive, cross-agency effort to support the people of East Palestine, Ohio. Although the President pushed to increase rail safety, members of Congress actively worked against progress by voting to cut rail safety measures.

For nearly two centuries, railroads have been an indispensable part of America's economy, society, and way of life. They are a vital component of our supply chains and get goods and people where they need to go. But no transportation system can succeed, long-term, if it is not safe—safe for the workers who operate it, and for the communities that rely on it. Safety is USDOT's top priority. That means ensuring each and every day that the freight rail industry lives up to its obligations to keep communities and workers safe. It means funding infrastructure projects to improve both the safety and the efficiency of our nation's rail network. And it means working with Congress to advance regulation in areas that need it.

As Union Workers in the passenger rail industry, we're directly impacted by the safety measures of host railroads, infrastructure laws and of course our carrier. Amtrak is committed to operating America's Safest Passenger Railroad; however, it is our responsibility to **advocate for our own safety and well-being. We are ONBOARD SERVICES, and always will be our best and strongest advocate. *In Solidarity***

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