

**A P P E N D I X   C - 2**

**T O**

**T H E**

**NATIONAL RAILROAD  
PASSENGER CORPORATION**

**A G R E E M E N T**



I N D E X

ARTICLE I	DEFINITIONS
ARTICLE II	PRESERVATION OF BENEFITS
ARTICLE III	PROCEDURES
ARTICLE IV	ALLOWANCES
ARTICLE V	FRINGE BENEFITS
ARTICLE VI	MOVING EXPENSES
ARTICLE VII	ANTICIPATED TRANSACTION
ARTICLE VIII	EXCEPTIONS
ARTICLE IX	ARBITRATION OF DISPUTES
ARTICLE X	LOSSES FROM HOME REMOVAL
ARTICLE XI	TRAINING
ARTICLE XII	SEPARABILITY CLAUSE
ARTICLE XIII	COVERAGE; NON-AGREEMENT EMPLOYEES
ATTACHMENTS:	(1) SECRETARY OF LABOR LETTER
	(2) SEC. 7(b) - WASHINGTON JOB PROTECTION AGREEMENT
	(3) SEC. 9 - WASHINGTON JOB PROTECTION AGREEMENT

APPENDIX C-2

PURPOSE AND COVERAGE

The scope, purpose and intent of this Appendix are to provide, pursuant to Section 405 of the Rail Passenger Service Act of 1970, as amended (hereinafter referred to as the "Act"), fair and equitable arrangements to protect the interest of employees of the National Railroad Passenger Corporation (hereinafter referred to as the Corporation), affected by discontinuances of Intercity Rail Passenger Service as defined in Section 405 of the Act. Thus, the terms of this Appendix are to be resolved in favor of this intent to provide employees protection and benefits no less than those established pursuant to Section 5(2)(f) of the Interstate Commerce Act. Fluctuations and changes in the volume of employment brought about by causes other than discontinuance of Intercity Rail Passenger Service are not intended to be covered by this Appendix.

## ARTICLE I

### DEFINITIONS

The definitions set forth herein and in the Act apply in this Appendix and in the event of conflict in definitions, those in the Act shall be controlling. In addition, whenever used in this Appendix, unless its context requires otherwise:

(a) "Transaction" means a discontinuance of Intercity Rail Passenger Service, as defined in the Act, effected after assumption of operations pursuant to the provisions of the Act.

(b) "Displaced employee" means an employe of Corporation who, as a result of a transaction is placed in a worse position with respect to his compensation and rules governing his working conditions.

(c) "Dismissed employee" means an employe of Corporation who, as a result of a transaction is deprived of employment with Corporation because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employe whose position is abolished as a result of a transaction, and is unable to obtain a position by the exercise of his railroad seniority if such option is available.

(d) "Protective period" means that period of time during which a displaced or dismissed employe is to be provided protection hereunder and extends from the date on which an employe is displaced or dismissed to the expiration of 6 years therefrom, provided, however, that the protective period for any particular employe shall not continue for a longer period following the date he was displaced or dismissed than the period during which such employe was in the employ of Corporation prior to the date of his displacement or his dismissal; and provided further, the protective period under this Appendix shall run concurrently with the

protective period under Appendix C-1 should the "transaction" described in (a) above occur in the C-1 protective period. For purposes of this Appendix, an employee's length of service shall be determined in accordance with the provisions of Section 7(b) of the Washington Agreement of May, 1936.

## ARTICLE II

### PRESERVATION OF BENEFITS

(a) Nothing in this Appendix shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements including the protections in Appendix C-1, provided, that there shall be no duplication of benefits to any employees by reason of this Appendix or Appendix C-1, or any other existing or other protected conditions or arrangements at the time of a transaction by the Corporation, and, provided further, that the benefits under this Appendix or any other arrangement, shall be construed to include the conditions, responsibilities and obligations of all parties accompanying such benefits.

## ARTICLE III

### PROCEDURES

(a) Whenever a "transaction" is contemplated by Corporation after an initial assumption of function which will result in the transfer of work and/or positions across seniority districts, or which requires an employee to accept employment with Corporation requiring a change in his place of residence (that is: employment at a point in excess of thirty (30) miles from the employee's place of residence,

and located further from his residence than was his former work location), or which results in the elimination of a facility it shall give at least thirty (30) days' written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees and by sending registered or certified mail notice to the representatives of such interested employees. Such notice shall contain a statement of the proposed changes to be effected by such transaction, including an estimate of the number of employees of each class or craft affected by the intended changes.

(b) At the request of either the Corporation or representatives of such interested employees, negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this Appendix shall start immediately and continue for not more than twenty (20) days (unless extended by agreement of the parties) from the date of notice. The agreement reached covering each such transaction shall provide for the selection of forces from the class or craft of employees involved on the basis accepted as appropriate for application in the particular transaction. Any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this Article III. Provided, however, that said agreement shall not diminish or enlarge the protections provided by this Appendix. At the end of the thirty (30) day period, the Corporation may proceed with the transaction.

(c) If at the end of the twenty (20) day period (or such extended period as agreed upon by the parties) there is a failure to agree, either party to the dispute may submit it for adjustment in accordance with the following procedures:

(1) Within five (5) days from the date of submission to arbitrate, the parties shall select a neutral referee and in the event they are unable to agree within said five (5) days upon the selection of said referee, then the National Mediation Board shall immediately appoint a referee.

(2) No later than twenty (20) days after a referee has been designated a hearing on the dispute shall commence.

(3) The decision of the referee shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the commencement of the hearing of the dispute.

(4) The salary and expenses of the referee shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(d) Should the Corporation proceed with the transaction prior to the consummation of an implementing agreement, all employees affected shall be kept financially whole as if the transaction had not taken place from the time they are affected through to expiration of the seventy-fifth (75th) day following the date they are first affected by the transaction, or until such earlier date upon which an implementing agreement is reached. Such affected employee shall exercise his seniority to obtain a position under existing agreements; however, after an implementing agreement is reached as provided herein, such employee may again exercise his seniority under the terms of such agreement or decision to obtain a position provided therein. Any position established as a result of a transaction prior to the consummation of an implementing agreement shall be a "temporary" position and any employee selecting, bidding, or hired to fill said position during this temporary period shall accumulate no benefits under this Appendix as a result thereof.

This protection shall be in addition to the protective period defined in Article I, Paragraph (d), which period shall begin on the effective date of the implementing agreement.

#### ARTICLE IV

##### ALLOWANCES

###### (a) DISPLACEMENT ALLOWANCES

(1) So long after a displaced employe's displacement as he is unable, in the normal exercise of seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall, during his protective period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

(2) Each displaced employe's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employe and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of his displacement as a result of the transaction (thereby producing average monthly compensation and average monthly time paid for in the test period). In the case of an employe with less than one year of compensated service, his guarantee shall be computed by dividing separately, by the number of months he performed compensated service, the total compensation received by the employe and the total time for which he was paid during those months by Corporation. Such allowance shall also be adjusted to reflect subsequent general wage increases.

(3) If a displaced employee's compensation in his retained position (including payments under Appendix C-1) in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(4) If a displaced employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence (as defined in Article III (a)) to which he is entitled under the working agreement and which carries a rate of pay and compensation equal to or exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(5) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement or dismissal for justifiable cause under existing agreements.

(b) DISMISSAL ALLOWANCES

(1) A dismissed employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date first deprived of employment

as a result of a transaction. (In the event an employe has less than 12 months service, his guarantee shall be computed by dividing the total compensation paid to him by the Corporation by the number of months of compensated service.) Such allowance shall also be adjusted to reflect subsequent general wage increases.

(2) The dismissal allowance of any dismissed employe who returns to service with the Corporation shall cease while so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section (a).

(3) The dismissal allowance of any dismissed employe who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, any payments under Appendix C-1, and his dismissal allowance exceed the amount upon which the dismissal allowance is based. Such employe, his representative, and the Corporation shall agree upon a procedure by which Corporation shall be currently informed of the earnings of such employe in employment other than with Corporation, and the benefits received.

(4) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employe's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the Corporation or a railroad (if he possesses rights to return to his former railroad employment) after appropriate notification, if his return does not infringe upon employment rights of other employes under

a working agreement.

(c) SEPARATION ALLOWANCE

(1) A dismissed employe entitled to protection under this Appendix who is unable to obtain a position as provided in Paragraph (b) (4) above may at his option at any time within 30 days from the date dismissed or 10 days from the date an implementing agreement is consummated under Article III, whichever is later, if such procedure is required for the transaction causing the employe's dismissal, resign and (in lieu of all other benefits and protections provided in this Appendix) accept a lump sum payment computed in accordance with Section 9 of the Washington Agreement of May 1936.

(2) In the event a dismissed employe makes application for and receives a dismissal allowance under Paragraph (b) above, and subsequently exercises his option for a separation allowance within the time limits set forth above, such monies paid to him shall be deducted from his separation allowance..

ARTICLE V

FRINGE BENEFITS

No employe of the Corporation who is affected by a transaction of the Corporation shall be deprived during his protective period of benefits attached to his previous employment with the Corporation, such as free transportation, hospitalization, pensions, relief, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employes of the Corporation, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under applicable authority of law or corporate action or through future authorization which may be obtained.

ARTICLE VI  
MOVING EXPENSES

Any employe retained in the service of the Corporation or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment as a result of a transaction, and who within his protective period is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expenses of himself and members of his family, including living expenses for himself and his family and for his own actual wage loss, not to exceed three (3) working days, the exact extent of the responsibility of the Corporation during the time necessary for such transfer and for a reasonable time thereafter and the ways and means of transportation to be agreed upon in advance by the Corporation and the affected employe or his representatives; provided, however, that changes in place of residence which are not a result of the transaction, which are made subsequent to the initial change or which grow out of the normal exercise of seniority rights, shall not be considered to be within the purview of this Article; provided further, that the Corporation shall, to the same extent provided above, assume the expenses, etc. for any employe furloughed within three (3) years after changing his point of employment as a result of a transaction, who elects to move his place of residence back to his original point of employment. No claim for reimbursement shall be paid under the provisions of this Article unless such claim is presented to the Corporation within 90 days after the date on which the expenses were incurred.

ARTICLE VII  
ANTICIPATED TRANSACTION

Should the Corporation rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving an employe of benefits to which he otherwise would have become entitled under this Appendix, this Appendix will apply to such employe.

ARTICLE VIII  
EXCEPTIONS

Changes in employment caused by, but not limited to, any of the following conditions will not be considered a "transaction" as defined in this Appendix:

(a) Discontinuance of seasonal Intercity Rail Passenger Service which has been in operation 120 days or less, provided, however, the Corporation shall notify the representative of any employe to be affected by the proposed initiation or discontinuance of such seasonal passenger service and the number and class and craft of employes to be affected.

(b) The abolishment, elimination or discontinuance of a position or positions established subsequent to the effective date of this Appendix, for period not exceeding two years for the purpose of performing required services in connection with non recurring special projects such as, but not limited to, the operation of special and extra passenger trains in excess of that prescribed for the basic system, industrial, experimental or governmental projects when abolishments, elimination or discontinuance of said position or positions is within 60 calendar days after the completion of said project. The provisions of this

paragraph shall apply only to those employees with less than 2 years of service with the Corporation, and, provided further, that the Corporation shall notify the representatives of any employee to be affected of the number of positions to be added or eliminated as a result of such special projects.

(c) Emergencies -- The abolishment, elimination or discontinuance of a position or positions under emergency conditions such as flood, snow storm, hurricane, earthquake, fire or strike which suspends operation in whole or in part of Intercity Rail Passenger Service, provided that because of such emergency the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employee involved in the force reduction no longer exists or cannot be performed. When forces have been so reduced and thereafter operations are restored, employees who were affected must be recalled upon the termination of the emergency.

#### ARTICLE IX

##### ARBITRATION OF DISPUTES

(a) In the event any dispute or controversy arises between the parties hereto with respect to the interpretation or application of any provision of this Appendix, except Articles III and X, which cannot be settled within thirty (30) days after the dispute arises, such dispute may be referred by either party to the dispute to a Public Law Board for consideration and determination.

(b) In the event of any dispute as to whether or not a particular employee was affected by a transaction, it shall be his obligation to identify the transaction and specify the pertinent facts of that transaction relied upon. It shall then be the Corpor-

ations' burden to prove that factors other than a transaction affected the employee.

#### ARTICLE X

##### LOSSES FROM HOME REMOVAL

(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the Corporation (or who is later restored to service after being entitled to receive a dismissal allowance) who is required to change the point of his employment within his protective period as a result of a transaction and is therefore required to move his place of residence:

- (i) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by the Corporation for any loss suffered in the sale of his home for less than its fair market value, such loss to be paid within thirty (30) days of the sale of the home. In each case the fair market value of the home in question shall be determined as of a date sufficiently prior to the date of the transaction so as to be unaffected thereby. The Corporation shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person. It is the intent of this section that the fair market value so determined and to be received by the employee is not to be reduced by any expenses incident to the closing of the transaction of sale of home such as brokerage fees, discounts, preparation of abstract, or deed of

sale, and the employee will be made whole for any such expense involved.

(ii) If the employee is under a contract to purchase his home, the Corporation shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligation under his contract.

(iii) If the employee holds an unexpired lease of a dwelling occupied by him as his home, the Corporation shall protect him from all loss and cost in securing the cancellation of said lease.

(b) Changes in place of residence which are made subsequent to the initial changes caused by a transaction and which grow out of the normal exercise of seniority rights, shall not be considered to be within the purview of this Article.

(c) No claim for loss shall be paid under the provisions of this Article unless such claim is presented to the Corporation within 1 year after the date the employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employee, or his representative, and the Corporation. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner: One to be selected by the employee or his representative, and one by the Corporation, and these two, if unable to agree within 30 days upon a valuation,

shall endeavor by agreement within 10 days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the National Mediation Board to designate within 10 days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

#### ARTICLE XI

1. Any employee who is terminated or furloughed as a result of a transaction shall, if he so requests, be granted priority of employment or reemployment to fill a position comparable to that which he held when terminated or furloughed, even though in a different craft or class, on Corporation which he is, or by training or retraining physically and mentally can become, qualified, not however, in contravention of collective bargaining agreements relating thereto.

2. In the event such training or retraining is requested by such employee, Corporation shall provide for such training or retraining at no cost to the employee.

3. If such a terminated or furloughed employee who has made a request under Sections 1 or 2 of this Article XI fails without good cause within 10 calendar days to accept an offer of a position comparable to that which he held when terminated or furloughed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such 10-day period, forfeit all rights and benefits under this Appendix.

#### ARTICLE XII

##### SEPARABILITY CLAUSE

In the event any provision of this Appendix is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Appendix shall not be affected, and such provision shall be renegotiated and resubmitted to the Secretary of Labor for certification pursuant to Section 405 of the Act.

#### ARTICLE XIII

##### COVERAGE; NON-AGREEMENT COVERED EMPLOYEES

(a) Employees who are not represented by a Labor Organization shall be afforded substantially the same levels of protection as are afforded to members of Labor Organizations under these terms and conditions.

(b) In the event any dispute or controversy arises between the Corporation and an employee not represented by a Labor Organization with respect to the interpretation, application or enforcement of any provision hereof which cannot be settled by the parties within 30 days after the dispute arises, either party may refer the dispute to the Secretary of Labor for determination. The determination of the Secretary of Labor, or his designated representative, shall be final and binding on the parties.

Signed at Washington, D.C. this 5<sup>th</sup> day of July 1973.

FOR THE EMPLOYEES OF THE NATIONAL  
RAILROAD PASSENGER CORPORATION  
REPRESENTED BY THE RAILWAY LABOR  
EXECUTIVES' ASSOCIATION AND ITS  
AFFILIATED ORGANIZATIONS:

International Brotherhood of Electrical Workers  
AMERICAN RAILWAY SUPERVISORS ASSOCIATION  
AMERICAN TRAIN DISPATCHERS ASSOCIATION  
BROTHERHOOD OF RAILROAD SIGNALMEN  
BROTHERHOOD RAILWAY CARMEN OF THE  
UNITED STATES AND CANADA  
BROTHERHOOD OF SLEEPING CAR PORTERS  
INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AERO SPACE WORKERS  
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,  
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS  
AND HELPERS  
INTERNATIONAL BROTHERHOOD OF FIREMEN AND  
OILERS  
INTERNATIONAL ORGANIZATION MASTERS, MATES  
AND PILOTS OF AMERICA  
NATIONAL MARINE ENGINEERS BENEFICIAL ASSOCIATION  
RAILROAD YARDMASTERS OF AMERICA  
SHEET METAL WORKERS INTERNATIONAL ASSOCIATION  
RAILWAY EMPLOYEES' DEPARTMENT, AFL-CIO

NATIONAL RAILROAD  
PASSENGER CORPORATION

A. R. Lowry  
DIRECTOR LABOR RELATIONS

William J. Henney  
ATTORNEY FOR RLEA AND ITS AFFILIATED ORGANIZATIONS

FOR THE EMPLOYES OF THE NATIONAL  
RAILROAD PASSENGER CORPORATION  
REPRESENTED BY THE CONGRESS OF  
RAILWAY UNIONS AND ITS AFFILIATED  
ORGANIZATIONS:

BROTHERHOOD MAINTENANCE OF WAY EMPLOYES  
BROTHERHOOD OF RAILWAY, AIRLINE AND  
STEAMSHIP CLERKS, FREIGHT HANDLERS,  
EXPRESS AND STATION EMPLOYES  
HOTEL & RESTAURANT EMPLOYES BARTENDERS INTERNATIONAL UNION  
SEAFARERS' INTERNATIONAL UNION OF  
NORTH AMERICA  
TRANSPORT WORKERS UNION OF AMERICA  
UNITED TRANSPORTATION UNION

*Wm. J. Mahoney*  
\_\_\_\_\_  
ATTORNEY FOR CRU AND ITS AFFILIATED ORGANIZATIONS

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

*James W. Lee*  
\_\_\_\_\_  
ATTORNEY FOR BLE

*H. A. R.  
100%*

U. S. DEPARTMENT OF LABOR  
OFFICE OF THE SECRETARY  
WASHINGTON

OCT 1 1973

National Railroad Passenger Corporation  
Eighth Floor, North Building  
955 L'Enfant Plaza North, S. W.  
Washington, D. C. 20024

Gentlemen:


I have received the agreement, dated July 5, 1973, executed by the National Railroad Passenger Corporation, the Railway Labor Executives' Association, the Congress of Railway Unions and the Brotherhood of Locomotive Engineers.

Having reviewed this agreement, a copy of which accompanies this certification, I find that it provides to members of these labor organizations and their affiliates fair and equitable protection as required by Section 405(c) of the Rail Passenger Service Act of 1970, as amended.

Accordingly, I hereby make the certification required in Section 405(c) on condition that employees of the National Railroad Passenger Corporation who are not represented by a labor organization signatory to the agreement shall be afforded substantially the same levels of protection as are afforded to members of the signatory organizations under the agreement. In the event any dispute or controversy arises between the National Railroad Passenger Corporation and an employee not represented by a signatory labor organization with respect to the interpretation, application or enforcement of any provision of the agreement which cannot be settled by

the parties within 30 days after the dispute arises, either party may refer the dispute to the Secretary of Labor for determination. The determination of the Secretary of Labor, or his designated representative, shall be final and binding on the parties.

Sincerely,



Secretary of Labor

Enclosure

SECTION 7(b) - WASHINGTON JOB PROTECTION AGREEMENT

(b) For the purposes of this agreement the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

SECTION 9 - WASHINGTON JOB PROTECTION AGREEMENT

Section 9. Any employee eligible to receive a coordination allowance under Section 7 hereof may, at his option at the time of coordination, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>SEPARATION ALLOWANCE</u>
1 year & less than 2 years	3 months' pay
2 years " " 3 "	6 " "
3 " " " 5 "	9 " "
5 " " " 10 "	12 " "
10 " " " 15 "	12 " "
15 years and over	12 " "

In the case of employees with less than one year's service, five days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

- (a) Length of service shall be computed as provided in Section 7.
- (b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination.