

RECEIPT OF AGREEMENT

This is to certify that I have received the Amtrak/Brotherhood of Maintenance of Way Employees (NEC) Agreement, effective May 19, 1976, updated March 1, 1999.

\_\_\_\_\_  
(Employee Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Occupation)

\_\_\_\_\_  
(Location)

AGREEMENT

Entered Into By and Between

THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

NORTHEAST CORRIDOR

And

Its Employees Represented By

THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Note: It is understood that this reprinting is a synthesis in one document of the provisions of the current labor agreement. This is intended as a guide. It is not a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any rules, the terms of the actual negotiated labor agreement shall govern. (Synthesis printed April, 1999)

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A G R E E M E N T

Entered Into By And Between

THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

NORTHEAST CORRIDOR

and

Its Employees Represented By

THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Effective May 19, 1976

SCOPE AND WORK CLASSIFICATIONS

A. SCOPE

These rules, subject to the exceptions herein, shall constitute the agreement between National Railroad Passenger Corporation, hereinafter referred to as "AMTRAK", and its respective employees of the classifications herein set forth, represented by the Brotherhood of Maintenance of Way Employees, hereinafter referred to as Brotherhood, engaged in work generally recognized as Maintenance of Way work, such as, inspection, construction, repairs and maintenance of water facilities, bridges, culverts, buildings and other structures, tracks, fences and roadbed, including catenary system, third rail, substations and transmission in connection with electric train operation, and work which as of June 1, 1945, was being performed by these employees, such as station lighting, power lines, floodlights, on elevators and drawbridges, and shall govern the rates of pay, rules and working conditions of such employees.

Nothing in this Agreement shall be construed to require the transfer of work now being performed by AMTRAK employees not covered by this Agreement to employees covered by this Agreement. In the event AMTRAK plans to contract out work within the scope of the schedule agreement, the Director-Labor Relations shall notify the General Chairman in writing as far in advance of the date of the contracting transaction as is practicable and in any event not less than fifteen (15) days prior thereto.

If the General Chairman requests a meeting to discuss matters relating to the said contracting transaction, the Director-Labor Relations or his representative shall promptly meet with him for that purpose. The Director-Labor Relations or his representative and the General Chairman or his representative shall make a good faith attempt to reach an understanding concerning said contracting, but if no understanding is reached, the Director-Labor Relations may nevertheless proceed with said contracting, and the General Chairman may file and progress claims in connection therewith.

Nothing in this Rule shall affect the existing rights of either party in connection with contracting out except as provided below. Its purpose is to require AMTRAK to give advance notice and, if requested, to meet with the General Chairman to discuss and if possible reach an understanding in connection therewith, except in emergencies. "Emergencies" as that term is used herein applies to fires, floods, heavy snow and like circumstances.

## 1. EXCEPTIONS

- A. Effective March 2, 1987, the following work may not be contracted out without the written concurrence, except in case of emergency, of the appropriate General Chairman.
- (1) Track inspection, maintenance, construction or repair from four (4) inches below the base of the tie up, and undercutting.
  - (2) Inspection, maintenance, construction or repair of third rail systems and the electric traction catenary wire system including transmission wires, poles and appurtenances, which are not integrally associated with overhead bridges or similar structures. Routine substation maintenance of the type being performed under the scope of this Agreement on January 1, 1987. Specifically excluded from this provision are new substation installation or construction and the construction or conversion of major power systems.
  - (3) Bridge and Building inspection, maintenance, construction or repair of the type being performed by Amtrak forces under the scope of this Agreement on January 1, 1987, specifically excluding major construction projects and non-railroad projects.
- B. It is understood that the written concurrence of the General Chairman for the contracting of work in Paragraph 1.a. above will not be required where the time of completion for the work, as determined prior to the start of construction of projects contracted in accordance with Paragraph 1.a., cannot be met for the following reasons:
- (1) Lack of available skilled manpower, However, the Carrier shall make a reasonable effort to hire additional employees and train current employees to perform the work in question if such does not add unreasonable cost to the project and if the project is not a "one time" job that will require furlough of most of such employees, who cannot be used in connection with other projects, following completion. Further, the work referenced in 1.a. (1), (2), and (3) will not be contracted out if sufficient employees to perform the project are furloughed within the sub department.
  - (2) Lack of essential equipment.
- C. Should a significant change in the time of completion referenced in Paragraph b. occur after the start of construction, the Carrier shall schedule a conference and discuss the circumstances for such change as soon as possible.
- D. Any question with regard to contracting out work in accordance with the scope of this Agreement may be referred by either party to a Special Board of Adjustment created specifically and solely to hear and render decisions upon such questions. The Special Board of Adjustment shall operate in accordance with the Agreement appended hereto as Attachment "A".
- E.<sup>1</sup>
- (1) Amtrak may not contract out work normally performed by an employee in a bargaining unit covered by a contract between a labor organization and Amtrak or a rail carrier that provided intercity rail passenger transportation on October 30, 1970, if contracting out results in the layoff of an employee in the bargaining unit.
  - (2) This subsection does not apply to food and beverage services provided on trains of

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<sup>1</sup> Added December 2, 1997, pursuant to Public Law No. 105-134 of the "Amtrak Reform and Accountability Act of 1997".

Amtrak.

- F. Articles I through III, inclusive, of this Scope Rule are the Work Classification Rules of the various classifications of employees in the Maintenance of Way and Structures Department covered by this Agreement. Where reference is made in this Agreement to work generally recognized as Maintenance of Way work or work of a particular classification, such work is work so recognized on the AMTRAK Passenger Corridor, Washington, DC to Boston, Massachusetts (excluding that portion from New Rochelle, New York, to New Haven, Connecticut), including Harrisburg, Pennsylvania, to Philadelphia, Pennsylvania, and New Haven to Springfield, Massachusetts. The listing of the various classifications is not intended to require the establishment or to prevent the abolishment of positions in any classification, nor to require the maintenance of positions in any classification. The listing of work under a given classification is not intended to assign work exclusively to that classification. It is understood that employees of one classification may perform work of another classification subject to the terms of existing rules or agreement between the parties hereto.

This Agreement does not apply to the following employees in the Maintenance of Way and Structures Department:

- (1) Employees of AMTRAK covered by "Agreements entered into by and between AMTRAK and Clerical, Other Office, Station and Storehouse Employees of AMTRAK designated herein, Represented by Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees, except as otherwise specified."
- (2) Employees of AMTRAK covered by the "Agreements entered into by and between AMTRAK and Telegraph and Signal Department Employees of AMTRAK designated herein, Represented by Brotherhood of Railroad Signalmen of America."

"SCOPE BOARD AGREEMENT AND SIDE LETTERS FOLLOW"

AGREEMENT

Between

THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And

THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

For the purpose of establishing a Special Board of Adjustment under Section 3 Second of the Railway Labor Act, as amended,

IT IS AGREED:

- A. There is hereby established a Special Board of Adjustment which shall be known as Special Board of Adjustment No. 1005, hereinafter referred to as the "Board".
- B. The Board shall have jurisdiction only of disputes or controversy arising out of the interpretation, application or enforcement of the Scope Rule provision of the Schedule Agreement, as revised September 2, 1986, between the parties hereto.
- C. The Board shall consist of three members. The Carrier Member of this Board shall be the Director-Labor Relations. The Employee Member of this Board shall be the appropriate General Chairman. The third member, who shall be Chairman of the Board, shall be a neutral person, unbiased as between the parties, and shall be selected as provided in Paragraph D hereof. Party members of the Board may be changed or substituted for from time to time, and at any time, by the respective parties designating them.
- D. The Carrier Member and the Employee Members have agreed that Peter Meyers (effective 06/24/97) shall, to the extent practical, be the neutral member and Chairman of the Board. If Peter Meyers is unable or unavailable to serve as Chairman of the Board for the timely handling of any dispute referred to the Board, the Carrier Member and the Employee Member shall endeavor to select a neutral member who shall serve as Chairman. Should the members be unable to agree upon the appointment of the neutral member within five (5) days, either party may request the National Mediation Board to appoint the neutral member. The Compensation and expenses of the neutral member shall be paid in accordance with existing law.
- E. The Board shall meet at Philadelphia, PA, as required.

- F. Either party to this Agreement may initiate a dispute to the Board following the required meeting to discuss matters relating to the contracting transaction and the Board shall hold hearings on each dispute or controversy submitted to it. At such hearings, the parties may be heard in person, by counsel, or by other authorized representatives, as they may elect.

The initial submission may be oral and/or in writing. If the neutral member is unable to issue an award from an oral or written submission within five (5) days of the hearing, he shall request such additional information as he deems relevant to proper adjudication of the dispute and may order that the parties submit such information to the Board in writing. In that event, such written information shall be submitted within thirty (30) days of order from the neutral member.

- G. The parties agree that the Board shall have jurisdiction to make determinations upon all matters, procedural and/or substantive, involved in any dispute or controversy submitted to it pursuant to Paragraph B of this Agreement. In the event a so-called procedural matter arises, the Board shall first make a determination upon the procedural matter and, if then necessary, rule upon the merits of the particular dispute or controversy.

- H. The Board shall make findings of fact and render an award on each case submitted to it within sixty (60) days after the close of the initial hearing of each case, with the exception of such case(s) as may be withdrawn from the Board by the party submitting the case. No case may be withdrawn after hearing on that case has begun, except by consent of both parties. Such findings and award shall be in writing, and copies shall be furnished to each of the parties to the dispute at an executive session of the Board, and if in favor of the petitioner, shall direct the other party to comply therewith on or before the day named which shall be no more than thirty (30) days after the date of the award. Any payment ordered by the Board shall be made within thirty (30) days of the order to the appropriate party as per the award. Each member of the Board shall have one vote and any two members of the Board shall be competent to render an award and to make any decision which the Board is empowered to make by statute or this Agreement.

In case a dispute arises involving an interpretation or application of an award while the Board is in existence or upon recall within thirty (30) days thereafter, the Board upon request of either party shall interpret the award in the light of the dispute.

Scope Board Agreement,  
dated January 5, 1987

I. The time limits set forth in this Agreement may be extended  
by agreement of the parties.

Signed at Philadelphia, PA, January 5, 1987.

For the

BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES

*/s/ John J. Davison*

---

J. J. Davison  
General Chairman

*/s/ Jed Dodd*

J. Dodd  
General Chairman

NATIONAL RAILROAD  
PASSENGER CORPORATION

*/s/ L. C. Hriczak*

L. C. Hriczak  
Director-Labor Relations

Side Letter No. 1  
dated January 5, 1987

Side Letter No. 1  
January 5, 1987

Mr. J. J. Davison, General Chairman  
Brotherhood of Maintenance of Way Employes  
135 Burnside Avenue  
Room B-4  
East Hartford, CT 06108

Mr. J. Dodd, General Chairman  
Brotherhood of Maintenance of Way Employes  
Carlton House - Suite 303  
1819 J. F. Kennedy Boulevard  
Philadelphia, PA 19103

Gentlemen:

This letter of understanding refers to negotiation of the revised Scope and Work Classifications Rule of the January 5, 1987, Agreement and will become effective upon ratification of that Agreement by the Organization.

It is the Carrier's intent to continue performing general right of way clean-up work and brush cutting with employees who are members of the Brotherhood of Maintenance of Way Employes. However, it is not the Carrier's intention by this letter to prevent other employees from performing the foregoing work if related to, or incidental to, the performance of work associated with their positions.

If the foregoing reflects our understanding in this regard, please sign where indicated.

Very truly yours,

*/s/ L. C. Hriczak*

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

*/s/ John J. Davison*

J. J. Davison  
General Chairman

*/s/ Jed Dodd*

J. Dodd  
General Chairman



Side Letter No. 2,  
dated January 22, 1987

Side Letter No. 2  
January 22, 1987

Mr. J. J. Davison, General Chairman  
Brotherhood of Maintenance of Way Employes  
135 Burnside Avenue  
Room B-4  
East Hartford, CT 06108

Mr. J. Dodd, General Chairman  
Brotherhood of Maintenance of Way Employes  
Carlton House - Suite 303  
1819 J. F. Kennedy Boulevard  
Philadelphia, PA 19103

Gentlemen:

This has reference to the Agreement negotiated between Amtrak and the Brotherhood of Maintenance of Way Employes dated January 5, 1987. It is understood that it is the Carrier's intent to preserve work of the scope and magnitude historically performed by members of the BMWWE for the Carrier as of January 1, 1987, or prior thereto. It is understood that Paragraph A.1.b. of the Scope Rule of the Agreement dated January 5, 1987, will not apply to work of the scope and magnitude historically performed by members represented by the BMWWE.

Amtrak intends to use the BMWWE represented employees to perform work beyond that which is reserved to them in Items A.1.a. (1), (2), and (3). However, such use does not create obligations or rights to work which do not exist in the current Agreement. BMWWE agrees to meet with management from time to time to review the current provisions of the existing Agreement and consider making adjustments in scope, work rules, and/or rates of pay where such will result in more work being performed by BMWWE.

Additionally, should the Carrier lease 30th Street Station, Philadelphia, PA to another party, Amtrak will work out an understanding for the BMWWE employees who will be adversely affected.

The foregoing Paragraph will not be construed to in any way modify Amtrak's obligation under Article IV of the Agreement.

Very truly yours,

/s/ L. C. Hriczak

L. C. Hriczak  
Director-Labor Relations

I CONCUR:  
/s/ John J. Davison

I CONCUR:  
/s/ Jed Dodd

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J. J. Davison, General Chairman

J. Dodd, General Chairman

B. WORK CLASSIFICATION RULE

PREAMBLE

As used in this Agreement, position titles are deemed to be without gender and no position title shall be construed in any way to denote gender of the occupant of the position or be used in any way so as to restrict access to the position by reason of sex. Neither party to this Agreement will discriminate against any employee with regard to race, color, religion, sex, national origin, age, handicap, or sex orientation. Consideration of the qualifications of candidates for employment, promotion or transfer will be based on qualifications which are job related.

ARTICLE I - BRIDGE AND BUILDING AND TRACK DEPARTMENTS

The description of each position title outlined in this Article is intended to cover the primary duties of that position and, in addition, it is understood that each title comprehends other work generally recognized as work of that particular classification.

1. (a) Foreman - Directs and works with employees assigned under their jurisdiction.
- (b) Assistant Foreman - Directs and works with employees assigned to them under the supervision of a Foreman. This classification includes:
  - Foreman and Assistant Plumber-except Northern District
  - Foreman and Assistant Carpenter
  - Foreman and Assistant Ironworker
  - Foreman and Assistant Painter
  - Foreman and Assistant Mason
  - Foreman and Assistant Tinsmith-except Northern District
  - Foreman and Assistant Welder
  - Foreman and Assistant M of W Equipment-except Northern District
  - Foreman and Assistant Track
  - Foreman and Assistant Miscellaneous-except Northern District
  - Foreman and Assistant Track-Wreck-except Northern District
  - Foreman and Assistant Work-Wreck-except Northern District
  - Foreman and Assistant Wreck-except Northern District
  - B&B Foreman and B&B Assistant Foreman
2. Plumber or Pipefitter - except Northern District - Installation or repairs to plumbing or piping on water lines, heating boilers, stoves, drinking fountains, lavatories, heat distribution lines including appurtenances incidental thereto, fuel oil lines of diesel fueling stations, sanding stations, compressed air lines, fire protection water systems, liquid storage tanks, waste and sewage lines, fuel lines in connection with operation of switch heaters, wiping and caulking of lead joints.
3. Plumber Helper - except Northern District - Assists Plumber or Pipefitter.
4. Carpenter - Construction of, repairs to or dismantling of structures made of wood or wood substitutes.
5. Carpenter Helper - Assists Carpenter.
6. Ironworker - Construction of, repairs to or dismantling of metal structures (11 gauge or thicker - U.S. Standard).
7. Ironworker Helper - Assists Ironworker.

8. Painter - Paints, sizes, glazes, stains, tints or decorates with paint, or a substitute for paint, on structures and preparation of such surfaces for painting.
9. Painter Helper - Assists Painter.
10. Mason - Construction of, or repairs to masonry or concrete structures, including concrete forms.
11. Mason Helper - Assists Mason.
12. Bricklayer - Actual laying of bricks in mortar.
13. Cabinetmaker - Construction of, or repairs to wooden office furniture.
14. B&B Mechanic - Construct, repair and maintain bridges, buildings and other structures.
15. B&B Helper - Assists a B&B Mechanic.
16. Sign Writer - Lettering, stencil lay-out and cutting, decorative figure painting, applying metal leaf to signs.
17. Tinsmith or Sheetmetal Worker - except Northern District - Construction of, or repairs to items of metal (12 gauge or thinner - U. S. Standard).
18. Tinsmith Helper - except Northern District - Assists Tinsmith.
19. Welder - Welds M. of W. materials and equipment by use of oxyacetylene or electric arc method where facilities for such welding are provided by the M. of W. Department, exclusive of welding performed by plumbers, pipefitters and tinsmiths in connection with their own work.
20. Welder Helper - Assists structural electric arc welder.
21. Repairman M.W. Equipment - except Northern District -Repairs to mechanical tools, on-track equipment and roadway machinery used by M. of W. employees.
22. Repairman M.W. Equipment Helper - except Northern District - Assists Repairman M.W. Equipment.
23. Engineer Work Equipment - Operates and makes minor repairs to cranes, on or off rail, movable or fixed and other heavy equipment assigned to the M. of W. Department agreed upon as requiring the assignment of an Engineer Work Equipment.
24. Machine Operator - Operates and makes and minor repairs to machines assigned to the M. of W. Department, agreed upon as requiring the assignment of a Machine Operator.
25. Fireman Work Equipment - except Northern District- Maintains fire in coal burning work equipment assigned to the M. of W. Department.
26. Paver - Sets brick or paving block in connection with construction of roadways, paths and ditches.
27. Rammer - Assists paver.
28. Truck Driver - Operates highway or rail-highway vehicles assigned to the M. of W. Department where the duties of a position consist exclusively of the operation of such vehicles.
29. Camp Overseer - except Northern District - Manages Camps.

30. Cook - Prepares and serves meals in camps.
31. Camp Attendant - Assists Cook, keeps quarters in clean and sanitary condition.
32. Electrician - except Northern District - Installs and repairs electrical equipment and wiring.
33. Lampman - Repairs and maintains switch lamps and targets.
34. Inspector B&B - except Northern District - Inspects bridges, buildings and other structures under the jurisdiction of the M. of W. Department.
35. Fire Inspector - except Northern District - Inspects structures and fire fighting equipment for fire safety.
36. B&B Inspector - except Northern District - Inspects bridges, building and other structures under the jurisdiction of the Maintenance of Way Department.
37. Watchman-Bridge - Patrols and protects bridges.
38. Watchman-Tunnel - Patrols and protects tunnels, including the approaches.
39. Watchman-Cut-Patrols and protect cuts.
40. Drawbridge Operator - Operates, lubricates and adjusts movable railroad bridges.
41. Drawbridge Tender - Assists Drawbridge Operator.
42. Trackman - Constructs, maintains, repairs, inspects, and dismantles track and appurtenances thereto, including right-of-way maintenance.
43. Stationary Engineer - except Northern District- Operates and makes minor repairs to stationary steam engines.
44. Stationary Fireman - except Northern District - Assists Stationary Engineer.
45. Sand Blaster - Operates sand blasting machine in connection with the cleaning of structures and materials.
46. Nozzleman - Operates nozzle in application of pressure concrete or similar substance.
47. Plasterer - Applies all types of plaster and stucco to walls, ceilings and partitions.
48. Audigage Operator - Operates audigage.

## ARTICLE II - NORTHEAST CORRIDOR UNITS

The description of each position title outlined in this Article is intended to cover the primary duties of that position and, in addition, it is understood that each title comprehends other work generally recognized as work of that particular classification.

1. Foreman Brownhoist or Speno Ballast Cleaner - Directs and works with employees assigned to the Brownhoist or Speno Ballast Cleaner.

2. Foreman Rail Surface Grinding Train - Directs and works with employees assigned to the Rail Surface Grinding Train.
3. Foreman Rail Laying Train - Directs and works with employees assigned to the Rail Laying Train.
4. Foreman Track Welding and Grinding Units - Directs and works with employees assigned to the Track Welding and Grinding Unit.
5. Foreman Welder (Structural Arc) - Directs and works with employees assigned to the Structural Arc Welding Unit.
6. Foreman Track Sweeper (On Track) - Directs and works with employees assigned to the Track Sweeper (On Track).
7. Technician - Operates, maintains and repairs the equipment to which assigned.

### ARTICLE III - ELECTRIC TRACTION DEPARTMENT - except Northern District

The description of each position title outlined in this Article is intended to cover the primary duties of that position and, in addition, it is understood that each title comprehends other work generally recognized as work of that particular classification.

1. Foreman-Catenary and Transmission - Plans, supervises, directs and coordinates the construction, installation and maintenance of transmission and catenary systems.
2. Foreman-Third Rail - Plans, supervises, directs and coordinates the construction, installation and maintenance of Third Rail Systems.
3. Foreman-Substation - Plans, supervises, directs and coordinates the construction, installation, maintenance and testing of substations and substation apparatus.
4. Gang Foreman-Catenary and Transmission - Directs and works with Lineman.
5. Gang Foreman-Third Rail - Directs and works with Electricians-Third Rail.
6. Gang Foreman-Substation - Directs and works with Electricians-Substation.
7. Gang Foreman-Cable Plant - Directs and works with assigned to the installation, maintenance of high and low voltage cables, and cable potheads, including cable splicing.
8. Gang Foreman-Doble Test - Directs and works with employees assigned to dielectric loss and power factor insulation tests.
9. Gang Foreman-Electrolysis Test - Directs and works with employees assigned to testing, surveying, analyzing, calibrating and recording source and required corrective action for the protection of cable and other apparatus against electrolytic action.
10. Electrician-Supervisory Control and Electrolysis - Maintains, tests and repairs supervisory control systems and surveys, tests, analyzes, calibrates, records and determines required corrective action for protection of cables and other apparatus against electrolytic action.
11. Electrician-Relays - Maintains, calibrates, tests and repairs relays, meters, instruments and contactors.

12. Electrician-High Voltage Cable and Electrolysis - Maintains and repairs high voltage underground transmission systems, surveys, tests, analyzes, calibrates, records and determines required corrective action for the protection of cables and other apparatus against electrolytic action.
13. Electrician-Electrolysis - Surveys, tests, analyzes, calibrates and records source and required corrective action for protection of cables and other apparatus against electrolytic action.
14. Electrician-Third Rail - Constructs, installs, maintains, tests and repairs Third Rail Systems.
15. Electrician-Bonding - Installs and maintains bonds on third rail propulsion and return rails and negative return systems.
16. Electrician-Substation - Constructs, installs, maintains, repairs and tests Substation switching apparatus, cable controls and associated batteries. Operates Substations and protects workmen and work equipment in proximity of high tension lines or apparatus.
17. Electrician-Cable Splicer - Splices high and low voltage cables and installs cable potheads.
18. Lineman - constructs, installs, maintains and repairs high voltage transmission and catenary systems, (attaching appurtenances, relocating away from existing lines, shifting poles requiring new foundations, installation of anchors and foundations, shifting under traffic, moving poles with wires attached, splicing existing poles to increase height, rearranging guys, brackets and other appurtenances, installation of new foundations, painting, and certain designated power lines, signal transmission systems and protects workmen and work equipment in proximity of high tension line, catenary or apparatus).
19. Power Operator - Operates switching mechanism to energize or de-energize circuits.
20. Helper - Assists Mechanic to whom assigned.
21. Electronic Technician - except Northern District - Install, maintain, calibrate, test and repair of electronic and electro-magnetic components associated with SCADA (Supervisory control and Data Acquisition) Systems and remote control of and protection of Electric Traction Facilities.

#### ARTICLE IV - APPLICATION AND INTENT

This Scope Rule does not apply to work on any property not owned or operated by AMTRAK, except when the said Corporation assumes responsibility to maintain such property under a contract or other arrangement.

The intent of the exception in the final clause of the preceding paragraph is that in those instances where property is leased by AMTRAK or operated by it under any other type of arrangement, it is the express intent of the parties hereto that the work will be performed by Maintenance of Way Employees and that AMTRAK will use its best efforts in the negotiation of future leases or re-negotiation of current leases to retain the rights to fully maintain and repair said property or properties.

This Scope Rule does not apply to work on any property owned by AMTRAK which is leased to a lessee who under the lease assumes responsibility for work on the leased property. Property owned or operated by AMTRAK necessary for the operation of the railroads coming under the Scope of this Agreement will not be leased for the purpose of evading the application of this Agreement.

It is not the intent of AMTRAK to use the Scope Rule to divert work covered by this Scope Rule from employees covered thereby, nor the intent of the Brotherhood to demand the assignment of work not covered by this Scope Rule to employees covered thereby.

The Work Classification Rules shall not require any change in the existing manner of performance of work involving employees represented by any other Organization (nor shall any claims be presented in connection therewith, as long as there is no change in the existing manner of performance of work), unless the Maintenance of Way Organization and such other Organization agree upon a division of work or have been parties to an arbitration which has resulted in an award or determination as to the division of work which is final and binding on both Organizations. If and when such an agreement, award or determination has been made, AMTRAK shall accept it as an interpretation of the Maintenance of Way Agreements involved.

In no event shall AMTRAK be required to accept an agreement, award or other determination herein referred to which requires AMTRAK to use or pay employees represented by the Brotherhood of Maintenance of Way Employees and employees represented by any other Organization for the performance of work for which employees represented by only one Organization are now used.

#### RULE 1. ASSIGNMENT TO POSITIONS

In the assignment of employees to positions under this Agreement, qualification being sufficient, seniority shall govern.

The word "seniority" as used in this Rule 1 means, first, seniority in the class in which the assignment is to be made, and thereafter, in the lower classes, respectively, in the same group in the order in which they appear on the seniority roster.

#### RULE 2 QUALIFICATIONS FOR POSITIONS

- (a) In making application for an advertised position or vacancy, or in the exercise of seniority, an employee will be permitted, on request, or may be required, to give a reasonable practical demonstration of his qualification to perform the duties of the position.
- (b) In the event the employee requests, or is required, to give a reasonable and practical demonstration of his qualifications for a position, the Company must give uniform job related tests based on reasonable job related criteria in order to ascertain initial qualifications for positions. The General Chairman or his designated representative shall have the right to inspect the tests and/or criteria and results of such tests to determine that the application of such tests and/or criteria are uniform to all employees.
- (c) Upon becoming qualified for a position, an employee shall not be disqualified, other than for failure to maintain in current status qualifications on necessary rules or physical characteristics, without a hearing and investigation. An employee shall not be required to requalify for a machine similar to the machine he was operating in the event of a displacement or job award to such a similar machine.
- (d) When on-the-job training opportunities to operate Maintenance of Way machinery occur in a gang, employees within that gang who request such training in writing to the General Foreman or higher level supervisor of that gang shall be given the opportunity in seniority order. Such employees shall first be given the opportunity to qualify on AMT-1 and AMT-2 rules, as appropriate, and then, if so qualified, the opportunity to train with a qualified machine operator as requirements of service permit.

Should an employee so covered fail to make sufficient progress and/or qualify, he will be removed from such training and will be ineligible for consideration for future on-the-job training on the involved and similar machinery for a period of one year. If the employee so removed disputes his removal, the employee, or his representative may file a protest pursuant to Rule 75



with the appropriate Assistant Chief Engineer. Any other disputes under this Section (d) may also progressed pursuant to Rule 75.

### RULE 3 ADVERTISEMENT AND ASSIGNMENT TO POSITION

- (a) All positions and vacancies will be advertised within thirty days previous to or within five days following the dates they occur, except that temporary vacancies need not be advertised until the expiration of thirty days from the dates they occur.
- (b) Advertisements will show whether the positions or vacancies are of a permanent or temporary nature, and will be posted for a period of seven days at the headquarters of the gangs in the sub-department of employees entitled to consideration in filling the positions, during which time an employee may file his application. Advertisements shall be posted on Monday and shall close at 5:00 PM on the following Monday. Bids which are postmarked or received anytime during the application period will be considered.
- (c) Application for new position or vacancy advertised under this Rule 3 must be prepared on Bid Form with receipt attached thereto, properly filled out, and filed with the official whose name appears on the advertisement, who will detach receipt, sign, and return same to the applicant.
- (d) Awards will be made and bulletin announcing the name of the successful applicant will be posted within ten (10) days after the close of the advertisement. The ten (10) days may be extended by an equal number of work days when any of the nationally observed holidays enumerated in Rule 48 fall within the normal work week of the involved assignment office.

This rule shall not be construed so as to require the placing of employees on their awarded positions when properly qualified employees are not available at the time to fill their places, but physical transfers must be made within ten days.

- (e) An employee awarded a position who would establish seniority in the classification as a result of the award may only bid to equal or higher rated positions for the ninety (90) days from the effective date of the award. An employee displaced, abolished or disqualified from such position may exercise his rights as outlined in Rule 18 without loss of seniority except as provided in Rule 6. However, in the event an employee bids a lower rated position during this ninety (90) day period he/she will forfeit seniority in that higher class.
- (f) An advertisement may be canceled within seven (7) days from the date advertisement is posted.
- (g) An employee who desires to withdraw his bid or application for an advertised position or vacancy must file his request in writing, with the official whose name appears on the advertisement within seven (7) days from the date the advertisement is posted.
- (h) Nothing in these rules prohibits the Management from employing mechanics and according them seniority when there are no helpers qualified as mechanics.

### RULE 4 TEMPORARY POSITIONS AND VACANCIES - METHOD OF FILLING

- (a) A position or vacancy may be filled temporarily pending assignment. When the new positions or vacancies occur the senior available employees will be given the preference, whether working in a lower rated position or in the same grade or class pending advertisement and award.
- (b) An employee so assigned may be displaced by a senior employee working in a lower rated position or in the same grade or class, provided displacement is made prior to the starting time of

the assigned tour of duty, by notice to the Foreman or other officer in charge. The latter employee will not be subject to similar displacement from such temporary assignment by a senior employee unless such employee is exercising seniority in accordance with Rule 18.

- (c) Employees temporarily assigned in accordance with the foregoing will be governed by the starting time, headquarters, tour of duty and rate of pay of the position so filled.

The provisions of this paragraph (c) apply only when positions are filled by AMTRAK in accordance with paragraph (1) of this Rule 4, and when an employee in the exercise of seniority displaces a junior employee.

The provisions of this paragraph (c) do not apply to employees assigned by AMTRAK to fill vacancies or new positions pending assignment after they have expressed a desire not to be so assigned.

- (d) Temporary vacancies which are not advertised will be filled in like manner.
- (e) The word "senior" as used in this Rule 4 means the senior qualified employee on the roster involved and then on any seniority roster in the same sub-department, and then on any seniority roster.

#### RULE 5 DISPLACED FROM TEMPORARY POSITION OR VACANCY

- (a) An employee displaced from an advertised temporary position or vacancy may within ten days after being displaced elect to exercise seniority to obtain another advertised temporary position or vacancy only in the class in which employed and successively in lower classes shown on the same seniority roster, or return to his regular position or original status. If his regular position has been abolished, or filled by a senior employee in the exercise of seniority in reduction of force, he may exercise seniority in the class in which he held such permanent position in accordance with provisions of Rule 18.
- (b) An employee assigned to temporary service may, when released, return to the position from which taken without loss of seniority; in the event the position from which he was taken has been permanently filled by a senior employee in the exercise of seniority during his absence, he may exercise his seniority in accordance with provisions of Rule 18, except as otherwise provided in Rules 89 and 90.

#### RULE 6 FAILURE TO QUALIFY - BULLETINED POSITION

An employee awarded an advertised position and failing to qualify within thirty (30) days, will return to his former position if available to him without loss of seniority, but will acquire no seniority dating on the position for which he failed to qualify. If his former position is not available to him, he may exercise seniority as outlined in Rule 18.

#### RULE 7 APPLICATION FOR FORMER POSITION VACATED

When an employee bids for and is awarded a permanent position, his former permanent position will be declared vacant and advertised. Such employee cannot make application for position he had just vacated, but if the position is vacated by the employee who filled the vacancy, he may then make application and his application will be considered.

RULE 8 ADVERTISEMENTS AND NOTICES OF AWARD - COPY TO

Copy of all advertisements and notices of awards or abolishments of positions covered by these Rules will be furnished the designated representative.

RULE 9 INCAPACITATED EMPLOYEES - PLACEMENT OF

Subject to mutual understanding, in writing, between the Director of Labor Relations and the General Chairman in filling positions that can be taken by permanently disabled employees preference will be given to such employees as are capable of performing the service.

A permanently disabled employee so placed may be compensated at the rate of the position to which assigned, and cannot bid for advertised positions or vacancies.

Positions while occupied by such permanently disabled employees will not be subject to the seniority or advertising rules.

An employee displaced in the application of this Rule shall exercise seniority in accordance with Rule 18.

RULE 10 SENIORITY

Seniority begins at the time the employee's pay starts. An employee assigned to a position of higher class than Trackman will begin to earn seniority in such higher class and lower classes on the same seniority roster in which he has not previously acquired seniority from the date first awarded an advertised position in such higher class. He will retain and accumulate seniority in the lower class from which assigned. An employee entering service in a class above that of Trackman will acquire seniority in that class from the date assigned to an advertised position and will establish seniority as of the same date in all lower classes on the same seniority roster, except as otherwise provided in Rules 89 and 90.

RULE 11 SENIORITY - EXERCISE OF

Except as provided in Rules 4, 9, 12, 13, and 22, an employee may exercise his seniority only in case of a vacancy, new position, force reduction or demotion for cause.

RULE 12 APPOINTMENT TO OFFICIAL OR SUPERVISORY POSITIONS -RETENTION OF SENIORITY

- (a) An employee possessing seniority under the provisions of this Agreement now filling or hereafter appointed to a position of Power Director, Assistant Power Director, Load Dispatcher or Assistant Load Dispatcher shall retain and continue to accumulate seniority in the class or classes in which he held seniority under this Agreement prior to such appointment, and provided he reports for duty within thirty (30) days after release from such position, he may exercise seniority in accordance with the provisions of Rule 22.
- (b) Employees under this Agreement shall have the right to make application for General Foreman positions in the area of their expertise in the Maintenance of Way Department which are not subject to the exercise of seniority under this Agreement and if senior will be afforded full review for the position consistent with Amtrak personnel policies. Such positions shall be bulletined to the Sub-department and locations specified in Rule 14 for the Brotherhood of Maintenance of Way Employees Seniority District involved.
- (c) Employees who are presently or subsequently appointed to supervisory or official positions not subject to the application or exercise of seniority under this Agreement shall retain all their

seniority rights and shall continue to accumulate seniority provided they pay a fee no greater than the current dues and assessments being paid by Carrier's employees covered by this Agreement. Existing supervisors or officials not presently required to pay dues shall have sixty (60) days from the effective date of this Agreement to initiate such payments should the Organization require.

- (d) In the event an employee fails to comply with (c) above, the duly accredited representative shall so notify the Director of Labor Relations and the employee. Within thirty (30) days after receipt of a subsequent notification from the Director-Labor Relations the employee will forfeit his seniority unless the employee involved remits all monies due the union.
- (e)<sup>2</sup> Employees appointed to positions covered by paragraph (c) of this Rule 12 who are subsequently removed from such positions by the Company (other than through dismissal for cause) may displace any employee with less seniority or may bid on a bulletined vacancy. However, employees suspended from service for sixty (60) days or less while in their appointed positions may not displace any employee under this agreement nor bid a bulletined vacancy. Employees suspended for more than sixty (60) days (other than dismissal for cause) may bid on any bulletined vacancy to be effective after such sixty (60) days but may not displace any regular assigned employee.
- (f) Employees appointed to positions covered by paragraph (c) of this Rule 12 who voluntarily demote themselves may bid on any advertised position thereafter, but may not displace any regular assigned employee.
- (g) The Carrier shall provide the Organization the name and address of all employees who appear on any roster covered by the scope of this Agreement and who hold an official or supervisory position with Amtrak within 30 days of the execution of this agreement or, in the case of employees not presently holding supervisory or official positions with Amtrak, within thirty (30) days of appointment to a supervisory or official position.

"SIDE LETTER FOLLOWS"

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<sup>2</sup> Revised February 6, 1990

Revision No. 6  
Side Letter  
January 5, 1987

Mr. J. J. Davison, General Chairman  
Brotherhood of Maintenance of Way Employes  
135 Burnside Avenue  
Room B-4  
East Hartford, CT 06108

Mr. J. Dodd, General Chairman  
Brotherhood of Maintenance of Way Employes  
Carlton House - Suite 303  
1819 J. F. Kennedy Boulevard  
Philadelphia, PA 19103

Gentlemen:

In the application of Rule 12, it is agreed that dues and assessments for those employees not presently required to pay dues and assessments will commence at the first full month of employment after the effective date of this Agreement.

The sole purpose for the requirement for Supervisors and Officials covered by this Rule to make the payments required here is to preserve their existing seniority and to continue to accumulate seniority in such classes.

Very truly yours,

*/s/ L. C. Hriczak*

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

*/s/ John J. Davison*

J. J. Davison  
General Chairman

*/s/ Jed Dodd*

J. Dodd  
General Chairman

RULE 13            FAILURE TO QUALIFY - TRANSFERS AND PROMOTIONS

An employee transferred or promoted at the instance of AMTRAK and failing to qualify within thirty days, may return to his former position without loss of seniority.

RULE 14            SENIORITY DISTRICTS - WORKING ZONES - TRACK AND B&B

(a)            The Southern District will be made up of the following work zones:

ZONE 1(A)        Lorton, VA Auto Train facility and former Washington Terminal territory

ZONE 1 MP 134.9 to and including Gunpowder River Bridge, MP 79.0

ZONE 2 Gunpowder River Bridge, MP 79.0 to Darby Creek, MP 6.4 (including Bear Maintenance of Way Equipment Repair Facility)

ZONE 3 Harrisburg, PA MP 105.4 to Philadelphia, PA MP 21.0

ZONE 4 Philadelphia territory, MP 21.0 (to west), MP 6.4 (to south) and MP 76.0 (to north)

ZONE 4(a)<sup>3</sup>        Immediately south of the Delair Bridge to and including Atlantic City, NJ

ZONE 5 East of Holmes Tower, MP 76.0 to Hunter, MP 11.0

ZONE 6 Hunter, MP 11.0 to Shell Tower New Rochelle, NY, MP 18.7, (including Sunnyside Yard), <sup>4</sup>The West Side Connection, MP 0.0 to MP 10.82

(b)            The Northern District will be made up of the following working zones:

ZONE 7 Fair Street, New Haven, MP 72.7 to East of Thames River, MP 125.0

ZONE 8 East of Thames River, MP 125.0 to Cranston, RI MP 182.0

ZONE 9 Cranston, RI MP 182.0 to Boston Terminal, MP 228.5

ZONE 10         New Haven (Mill River), MP 1.3 to Springfield, MP 62.0

(c)            Normal maintenance work for Track Department and Bridge and Building Department will be advertised to the working zone (excluding that work assigned to District Gangs as provided in Rules 89 and 90), and will be posted at the headquarters of interested employees in the working zone.

(d)            Copies of all advertisements for the Southern District Track and Bridge and Building Departments will be posted at Washington, Odenton, Baltimore, Perryville, Wilmington, Harrisburg, Lancaster, Downingtown, Philadelphia, Trenton, Adams, Newark, New York Penn Station, and New York Sunnyside Yard.

(e)            Copies of all advertisements for the Northern District Track and Bridge and Building Departments

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<sup>3</sup>    Added March 24, 1986

<sup>4</sup>    Added June 27, 1992

will be posted at New Haven, Hartford, New London, Providence, and Boston.

- (f) Seniority Districts and working zones as defined in this Rule 14 will not be changed except by agreement between the Director of Labor Relations and the General Chairman.

RULE 15            SENIORITY DISTRICTS - ELECTRIC TRACTION

The following shall be separate seniority districts:

1.        Washington, DC, M.P. 134.9 to East of Holmes Tower, M.P. 76, Harrisburg to Philadelphia.
2.        East of Holmes Tower, M.P. 76 to Harold Tower, NY (including Sunnyside Yard).

Working zones within the seniority districts may be established, by Agreement, in writing, between the General Chairman and Chief Engineer.

RULE 16            ROSTERS

- (a) Seniority rosters will be prepared and posted by March 1, of each year and will be posted at the headquarters of the various employees interested. The Division Engineer or other Company representative will furnish to the General Chairmen the name and location of all headquarters receiving rosters and the date the rosters are posted for employee use in the headquarters.
- (b) The names of trackmen will not be shown on roster until they actually have been in service in excess of six months. Trackmen will not be considered as having been in service six months until they actually have worked 127 days. Trackmen with less than six months' service, laid off in reduction of force, who comply with the provisions of Rule 18, will be given credit for actual number of days worked as trackmen. After having actually worked 127 days, seniority of trackmen will date from the first day which is counted in calculating the 127 days comprising six months' service.
- (c) An employee, or his representative in behalf of the employee, will have sixty days from date his name first appears on the roster to appeal, in writing, his roster date or relative standing thereon, except that in case of an employee off duty on leave of absence, furlough, sickness, disability or suspension at the time the roster is posted, such time limit will apply from the date employee returns to duty. If no appeal is taken within the sixty day period, future appeals will not be entertained unless the employee's roster date or his relative standing is changed from that first posted. A note will be placed on each roster stating the time limit of appeal.

The sixty day time limit will not apply to obvious clerical errors. However, such errors must be protested in writing by the employee or in his/her behalf by a duly accredited representative of the Organization as defined in Rule 83.

- (d) Appeals on roster date or relative standing filed in accordance with the provisions of paragraph (c) of this Rule 16, will be held until the time limit of appeal has expired, following which all such appeals will be handled jointly by the appropriate Assistant Chief Engineer (Maintenance of Way and Structures or C&S/E.T.) and the representative and correction notice posted.
- (e) Copy of roster and correction notice will be furnished to the representatives of employees. Roster and correction notice will be signed by the appropriate Assistant Chief Engineer (Maintenance of Way and Structures or C&S/E.T.).

RULE 17            ORDER OF SENIORITY - TIME OF EMPLOYMENT

The order in which the names of employees who enter service on the same date and in the same class shall be shown on the seniority rosters on the following basis:

1. Length of previous service in the same class.
2. Length of previous service in other classes covered by these Rules.
3. Length of previous service on former railroad on positions not covered by these Rules.
4. In alphabetical order.

RULE 18            REDUCTION IN FORCE-RETAINING RANK ON ROSTER

- (a) When the force is reduced, employees affected shall have the right, within ten (10) days after the effective date of such reduction, to elect to take furlough or to exercise seniority to displace junior employees in accordance with the following provisions of this Rule.

An employee displaced in reduction of force who elects to exercise seniority may exercise seniority onto any position for which he is qualified by bid or displacement without loss of seniority. The requirement to exercise in class is deleted.

- (b) The Carrier may force assign the junior qualified employee in a working zone as defined in Rule 14 who is working in a lower class on the same shift to a vacancy in the same working zone which has gone no bid. A qualified employee is considered an employee who is qualified on the position to be filled and who has established seniority in the class of that position. Force assignment shall be made in writing to the affected employee and a copy of such written notice shall be promptly furnished the General Chairman. An employee who refuses to fill such assignment will forfeit seniority in the class of the position refused and all higher classes on the same seniority roster.

(1) The Carrier will not force assign an employee to a position in a work zone if another employee in the work zone possesses the necessary qualifications for the position although not having established seniority and has made application for such position.

(2) Temporary vacancies will not be filled by the force assignment procedure.

(3) Employees will not be forced to vacant positions for which they have no seniority.

(4) Employees not working in gangs covered by Rules 89-90 at the time furloughed will not be forced to cover positions in gangs established pursuant to those rules.

- (c) If a vacancy cannot be filled in accordance with (b) above the appropriate Assistant Chief Engineer, or his representative will promptly meet with the appropriate General Chairman or his representative to determine how to fill the vacancy. However, the time required to fill the vacancy shall not be more than ten (10) days or the Carrier may assign the junior qualified employee in the working zone in a lower class.

- (d) It is not the desire of Amtrak or the Organization to reduce the total compensation of an employee force assigned under this rule. Upon written request by an employee force assigned under this rule, or his representative as designated in Rule 83 to the Division Engineer, with copy to the General Chairman, these respective officers, or their representatives, shall promptly meet for the purpose of determining if there are mutually agreeable ways to minimize any loss in total compensation.



- (e) A position filled by force assignment under this Rule shall continue to be advertised in accordance with the provisions of Rule 3 until filled through the normal advertisement and assignment process or abolished. The incumbent of such position shall be allowed a displacement in accordance with this rule should the position to which the incumbent was force assigned be subsequently awarded to another employee in accordance with Rule 3.
- <sup>5</sup>(f) An employee furloughed as the result of reduction of force, desiring to be recalled to active service shall file his name and address, as well as subsequent notice(s) of change, in writing, with the officer(s) designated by the Carrier. The employee will prepare three (3) copies of such notice and/or change notice(s), retaining one copy and filing two (2) copies with the officer referred to. One copy of such notice will be forwarded by AMTRAK to the General Chairman.

In the event an employee fails to file notice as set forth above, Amtrak may request, by certified mail to the employee's address of record, that the employee file such notice. Failure to comply with such a request may result in the application of Rule 21-A.

Amtrak shall not be subject to financial liability for failure to recall employees who do not file their name and address as required above.

The requirement for filing name and address will not apply to an employee who exercises seniority in reduction of force to another position covered by this Agreement.

#### RULE 19            PROBATIONARY PERIOD

Applications for newly-hired employees shall be approved or disapproved within 90 calendar days after applicants begin work. If applications are not disapproved within the 90 calendar day period, the applications will be considered as having been approved. Applicants shall within 90 calendar days from date of employment, if requested, have returned to them all documents which have been furnished to the Company. In the event an employee's application for employment is disapproved in accordance with the provisions of this rule, he shall be notified, in writing, by the Company of such disapproval.

#### RULE 20            MILITARY TRAINING

When employees assigned to regular positions who are members of the Reserves or National Guard are required to be absent from work for the purpose of their annual training exercise, they shall be paid the actual time lost during their regular work days or work weeks (maximum of eight (8) hours pay at the straight time rate of their positions for each day lost). Compensation received by the employees for other than meals, lodging or transportation, shall be remitted to the Corporation. Such employees must furnish the Corporation with a statement signed by their Commanding Officer for compensation paid and the days on which such military training service was performed.

#### RULE 21            RETURNING FROM FURLOUGH

When the Carrier recalls furloughed employees to service, furloughed employees from that work zone having seniority in the class will be recalled from furlough in seniority order in that work zone. The employee's work zone will be the work zone selected by the employee at the time of furlough, or if no selection by the employee, the work zone from which furloughed.

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<sup>5</sup> Revised effective December 9, 1997.

If the pool of employees is exhausted in the work zone where the position is headquartered, the Carrier will recall in seniority order, other employees having seniority in the class who are furloughed from other work zones.

An employee who fails to return to service within ten (10) days from date notification of recall has been mailed to his last recorded address for a position or vacancy of thirty (30) days or more duration in the work zone selected or from which furloughed as designated in paragraph 1 above will forfeit all seniority under this Agreement. Forfeiture of seniority under this Rule will not apply:

- (1) When an employee, within thirty (30) days from date of notification of recall, furnished evidence satisfactory to the officer signatory to notification that failure to respond within ten (10) days was due to conditions beyond his control. Such evidence will be made available to the representative.
- (2) When an employee recalled to a gang (work zone) established in accordance with Rule 90-A, 90-B or 90-C, advises the General Chairman and appropriate Assistant Chief Engineer in writing that extenuating circumstances prevent his return to that work zone. Such extenuating circumstances will be evaluated and must be approved by the General Chairman and appropriate Assistant Chief Engineer.
- (3) When the position to which recalled is outside of the work zone selected by the employee, or if no selection by the employee, the work zone from which furloughed.
- (4) When an employee refuses recall to a gang established pursuant to Rule 89, the employee shall only forfeit seniority on rosters associated with Rule 89.

<sup>6</sup>Furloughed employees may exercise seniority to displace junior employees awarded to new positions or recalled to service within fifteen days from the date such junior employees start work on such new positions.

New positions filled by recalled employees will be advertised on the first Monday after five days from the date such employees start work on such positions. Such advertisements will be made in accordance with the procedures in Rule 3.

If such positions are not advertised on the first Monday thereafter, then employees in active service may exercise seniority to displace newly recalled employees, provided they notify their current supervisory officer or foreman not less than 24 hours in advance of their current starting time. The current supervisory officer or foreman shall prepare a release form to be presented to the new supervisory officer or foreman prior to making the displacement. Such release form will be available for the employee to pick up at the current supervisor's office by the end of the employee's tour. If such release form or reasonable facsimile thereof is not available, then the current supervisory officer or foreman shall contact the new supervisory officer or foreman and arrange the displacement.

<sup>7</sup>RULE 21-A      ABSENT WITHOUT PERMISSION

- (a) Employees who absent themselves from work for fourteen (14) consecutive days without notifying their supervisor shall be considered as having resigned from the service and will be removed from the seniority roster unless they furnish the Carrier documented evidence of either physical incapacity or that circumstances beyond their control prevented such notification. In the absence of the supervisor, the employee shall notify the office of the Division Engineer of the division on which last assigned.
- (b) If the Carrier refuses to accept such documented evidence, the employee or his representative may

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<sup>6</sup> The following three paragraphs were adopted June 27, 1992

<sup>7</sup> Revised April 22, 1982

appeal such action in accordance with the appeal procedures of Rule 74 - DISCIPLINE.

RULE 22            RETURNING TO DUTY AFTER LEAVE OF ABSENCE, ETC.

An employee returning to duty after leave of absence, vacation, sickness, disability or suspension, shall, within five (5) days, after reporting as ready for duty, return to his former position, exercise seniority to any position advertised during his absence, or may displace any junior employee promoted to a position under this agreement during his absence, subject to Rule 2 (a).

If, during the time an employee is off duty account leave of absence, vacation, sickness, disability or suspension, his former position is abolished or filled by a senior employee in the exercise of seniority, he may exercise seniority as outlined in Rule 18.

Employees displaced from their regular positions by the return of an employee from leave of absence, vacation, sickness, disability or suspension, shall exercise seniority as outlined in Rule 18.

RULE 23            FORCE REDUCTION - ADVANCE NOTICE

When forces are reduced or positions abolished, employees will be given not less than five (5) working days advance notice and bulletin shall be promptly posted identifying the position to be abolished. All abolishments shall be effective at the close of the employees' tour of duty.

EMERGENCY FORCE REDUCTION

- (a) Rules, agreements or practices, however established, that require advance notice before positions are temporarily abolished or forces are temporarily reduced, are hereby modified so as not to require advance notice where a suspension of AMTRAK'S operations in whole, or in part, is due to a labor dispute between AMTRAK and its employees.
- (b) Except as provided in paragraph (a) hereof, rules, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions, are hereby modified to eliminate any requirement for such notice under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire, or a labor dispute, other than as defined in paragraph (a) hereof, provided that such conditions result in suspension of AMTRAK'S operations in whole, or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is understood and agreed that, notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his 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, he will be paid in accordance with existing rules.

RULE 24            DAYS REFERRED TO - MEANING OF

The days referred to in this Agreement mean calendar days.

RULE 25            PHYSICAL DISPLACEMENT

The terms "displace" or "displaced," as used in this Agreement, mean physical displacement.

RULE 26            TEMPORARY TRANSFER - RETENTION OF SENIORITY

An employee temporarily transferred by direction of AMTRAK from one seniority district to another, will retain seniority in the district from which transferred.

RULE 27            CHANGE IN SENIORITY DISTRICTS

In case of change in seniority districts, an employee so transferred will carry his seniority with him.

RULE 28            LEAVE OF ABSENCE

- (a) An employee given a leave of absence will retain and accumulate seniority during the period of such leave of absence.
- (b) Employees who are granted leaves of absence to serve as the accredited representatives of the Brotherhood of Maintenance of Way Employees will:
  - (1) Retain and continue to accumulate seniority in the classes or grades in which they have seniority at the time they were granted leave of absence to the same extent as would be the case if they were in active service.
  - (2) Acquire and accumulate seniority in higher classes or grades in which advertised positions are awarded to junior employees due to the absence of the accredited representative on leave of absence.
  - (3) Will be credited for time on the leave of absence as continuous service for the length of their vacation entitlement.<sup>8</sup>
- (c) Except when his seniority is protected by an Agreement, in writing, between the Chief Engineer and the General Chairman, an employee absent on leave who engages in outside employment shall automatically forfeit all seniority under this Agreement.

RULE 29            ACCEPTING POSITIONS UNDER OTHER AGREEMENTS<sup>9</sup>

Employees accepting positions under the jurisdiction of other Union agreements who desire to retain their BMWWE seniority shall pay a retention fee in accordance with the procedures under Rule 12.

RULE 30            HOURS CONSTITUTING DAY

Except as provided in Rules 32, 52, 76, 89, 90-A, 90-B, and 90-C, eight (8) consecutive hours, exclusive of meal period, worked or held for duty, shall constitute a day.

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<sup>8</sup> Adopted June 27, 1992

<sup>9</sup> Revised June 27, 1992

RULE 31            DAILY WORKING HOURS - REDUCTION IN

- (a) Working time shall not be reduced to less than five (5) consecutive eight (8) hour days per week, except as provided in Rules 32, 89, 90-A, 90-B, and 90-C.
- (b) When one of the ten (10) holidays, specified in Rule 48, occurs on a day an employee would otherwise be assigned to work, full time in such week will be reduced by one day.
- (c) This Rule shall not be construed as restricting or prohibiting changes in the number of hourly rated Maintenance of Way employees employed based on the requirements of service.

RULE 32            FORTY HOURS WORK WEEK<sup>10</sup>

Except as otherwise provided in this Agreement, AMTRAK will establish for all employees a work week of 40 hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7). The work week may be staggered in accordance with AMTRAK'S operational requirements. So far as practicable, the days off shall be Saturday and Sunday.

Work weeks consisting of four (4) days of ten (10) hours work per day, with three consecutive rest days, are permissible provided that there is one Saturday or Sunday rest day per week. When such a gang is established with Saturday or Sunday as a work day, employees filling positions in such gangs shall be paid an incentive allowance of \$1.00 per hour for all hours, or portion of hours, worked. The incentive allowance shall be considered separate and apart from the base rate of pay and shall not be subject to cost-of-living or general wage increases. This incentive allowance is not applicable where such a gang is established with Saturday and Sunday as rest days.

Where a four (4) day, ten (10) hours work per day gang is established with starting times in accordance with Rule 42(c), the incentive allowance in Rule 42(d) shall be applicable in addition to the incentive allowance provided above.

For vacation purposes or any other situation where work days are counted as accumulative days, employees working a four(4) ten (10) hour day work week, will be credited with working five (5) work days in that work week.

RULE 33            DEFINITION OF EXPRESSIONS "POSITIONS" AND "WORK"

The expressions "positions" and "work" as used in this Agreement, refer to services, duties, or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.

RULE 34            FIVE DAY POSITIONS

Except as otherwise provided in this Agreement, on positions the duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.

RULE 35            SIX DAY POSITIONS

Except as otherwise provided in this Agreement, where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

RULE 36            SEVEN DAY POSITIONS

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<sup>10</sup> Revised June 27, 1992

On positions which are filled seven days per week, any two consecutive days may be the rest days, with the presumption in favor of Saturday and Sunday.

RULE 37            RELIEF ASSIGNMENTS - REGULAR

Except as otherwise provided in this Agreement, all possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six (6) or seven (7) day service, or combinations thereof, or to perform relief work on certain days and such types of other work, under this Agreement, on other days as may be assigned.

Assignments for regular relief positions may on different days include different starting times, duties, and work locations for employees of the same craft or class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

RULE 38            WORK WEEK, MONDAY THROUGH FRIDAY, DEVIATION FROM

- (a) In positions or work extending over a period of five (5) days per week, where AMTRAK contends an operational problem cannot be met under the provisions of Rule 32, some of the employees may, at locations listed below and at such other locations as may be agreed upon by the General Chairman and the Chief Engineer, be assigned Sunday and Monday instead of Saturday and Sunday as days off:

SOUTHERN DISTRICT

New York City	City of Philadelphia	Washington
Newark	Wilmington	Lancaster
Trenton	Baltimore	Harrisburg

NORTHERN DISTRICT

New Haven Terminal	Hartford Terminal
New Rochelle	Providence Terminal

- (b) The assignment of some of the employees to a Tuesday to Saturday work week, at locations specified, will be limited to one-half of the track gangs at these locations. In the event an odd number of gangs is assigned to two (2) adjacent locations, the gangs assigned to a Tuesday to Saturday work week may exceed one-half at one (1) such location; provided that the total number of gangs so assigned at the two (2) locations does not exceed one-half of the sum total of all of the gangs at those two (2) locations.
- (c) When it is necessary to stagger the work week of employees as provided in this Rule 38, the representative will cooperate in the assignment of employees to a Tuesday to Saturday work week (with Sunday and Monday as rest days) and such employees work week will be alternated every thirteen (13) weeks except when it is agreed between the representative to continue such work week assignments into effect.
- (d) In alternating the work weeks employees assigned to a work week Tuesday to Saturday will have only one (1) relief day that week; Sunday.
- (e) In scheduling employees from one work week to another work week, the employee will not be

required to lose a day's work, and if required to work more than forty (40) straight time hours such work will be considered as moving from one assignment to another under the provisions of Rule 45.

RULE 39            NON-CONSECUTIVE REST DAYS

The typical work week will be one with two (2) consecutive days off. When an operating problem exists which affects the consecutiveness of the rest days of positions or assignments covered by Rules 35, 36, and 37, the following procedure shall be used:

- (1) All possible regular relief assignments shall be established pursuant to Rule 37.
- (2) Possible use of rest days other than Saturday and Sunday, by agreement between the Chief Engineer and the representative, or in accordance with other provisions of this Agreement.
- (3) Possible accumulation of rest time, and granting of longer consecutive rest periods, by agreement between the Chief Engineer and the representative.
- (4) If consecutive rest days cannot be established in accordance with the foregoing, then some of the relief men may be given non-consecutive rest days.
- (5) If, after all the foregoing has been done, there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) non-consecutive days off.
- (6) If the parties are in disagreement over the necessity of splitting the rest days on any such assignment, AMTRAK may nevertheless put the assignments into effect subject to the right of the employees to process the disputes as a grievance or claim under the rules agreement, and in such proceedings, the burden will be on AMTRAK to prove that the operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five (5) days per week.

RULE 40            BEGINNING OF WORK WEEK

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees shall mean a period of seven consecutive days, starting with Monday.

RULE 41            STARTING AND ENDING TIME

Time of employees, except those covered by Rule 76, will start and end at their advertised headquarters.

RULE 42            STARTING TIME HOURS - CHANGE IN<sup>11</sup>

- (a) When three (3) shifts are employed, the starting time of the first shift shall not be earlier than 6:00 AM nor later than 8:00 AM. The second shift will start immediately following the first shift and the third shift will start immediately following the second shift.

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<sup>11</sup> Revised June 27, 1992

- (b) Except as provided in paragraphs (c), (g) and (h) of this Rule 42, when less than three (3) shifts are employed, the starting time of employees shall be between the hours of 6:00 AM and 8:00 AM (Track Production Gangs may be required to start between 5:00 AM and 8:00 AM from May 1 through September 30).
- (c) Starting times other than those set forth in paragraphs (a) and (b) of this Rule 42 may be established between 4:00 PM and 6:00 PM or 7:00 PM and 11:00 PM.
- (d) Employees filling assignments in accordance with paragraph (c) above shall be paid an incentive allowance of .65 cents per hour for all hours, or portion of a hours, worked. The incentive allowance shall be considered separate and apart from the basic rate of pay and shall not be subject to cost-of-living or general wage increases.<sup>12</sup>
- (e) The starting and ending time of tour of duty will be shown on advertisement.
- (f) Starting times may be changed within the above starting time periods by first giving employees affected thirty-six (36) hours posted notice and then not more often than every thirty (30) days. Changes in starting times made under the provisions of this Rule shall not require readvertisement; however, employees whose starting times are changed more than one (1) hour may elect to exercise their seniority to other positions in accordance with Rule 18. Starting times will not be changed from one starting time period to another starting time period without readvertisement.
- (g) The provisions of this Rule 42 do not apply to:
  1. Special Construction Gangs established in accordance with the provisions of the Agreement dated November 3, 1976.
  2. Track Gangs whose tour of duty is changed temporarily for two (2) or more consecutive days to conform to the working hours of Corridor Gangs in conjunction with which they are working.
  3. Track Gangs when assigned temporarily to perform work in tunnels at night which on account of the density of traffic cannot be performed during normal working hours.
  4. Drawbridge Operators, Drawbridge Tenders, Camp Overseers, Camp Car Attendants and Cooks, except that the provisions of paragraph (a) shall apply where three (3) shifts are employed.
  5. New Haven Rail Welding Plant.
- (h) Except as provided in paragraph (g) of this Rule 42, starting times outside the hours specified in paragraphs (a), (b) and (c) of this Rule 42 may not be established except by agreement, in writing, between the Director of Labor Relations and the General Chairman."

"SIDE LETTERS FOLLOW"

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<sup>12</sup> The incentive allowance raised to .65 cents effective December 1, 1994.



Side Letter No. 3,  
dated June 27, 1992

Side Letter No. 3  
June 27, 1992

Mr. J. Dodd, General Chairman  
Brotherhood of Maintenance of Way Employes  
1930 Chestnut Street, Suites 607-609  
Philadelphia, PA 19103

Mr. J. J. Davison, General Chairman  
Brotherhood of Maintenance of Way Employes  
450 Chauncy Street  
Mansfield, MA 02048

Dear Sirs:

This letter has reference to our negotiations of the revision of Rule 42 as agreed in our June 27, 1992 Agreement.

This confirms that Amtrak's current practices regarding the composition of three trick operations will remain unchanged. Further, Side Letter No. 3, dated January 5, 1987 and Exhibit A, Letter No. 4, May 27, 1982, remain in effect. Previous starting time (Rule 42) Side Letter Nos. 1 and 2, dated January 5, 1987, Side Letter Nos. 4 and 5 dated January 22, 1987, and the Rule 42 Side Letter of April 22, 1982 are superseded by this letter.

Lighting sufficient for the safe operation of a maintenance gang will be provided for any gang working in tunnels or at night. Should the BMWE dispute the sufficiency of the lighting, representatives of the BMWE and Amtrak shall promptly meet to resolve the dispute.

The High Rail Platform Truck will be protected by Operating Rules and Instructions, Rules 829-830 while in operation. These rules provide among other items for Train Orders and Blocking Device Protection. Additionally, Operating Rules and Instructions, Rule 815 will govern vehicle lighting. Rule 815 requires lighting both in front and rear. Finally, the operator of the High Rail Platform Truck as an added protection will ensure that reflective or lighted barricades are provided at each limit of the work area.

Electric Traction Wire Truck Gang(s) established under Rule 42(c) will have a crew established at not less than four (4) positions. Electric Traction Wire Truck Gang(s) so established will perform inspection, maintenance, repair and other catenary work not to exceed the capacity of the truck.

Side Letter No. 3,  
dated June 27, 1992

Side Letter No. 3  
June 27, 1992  
Page Two

When ET "Class A" men are assigned for protection purposes with starting times established pursuant to paragraph (c) of Rule 42, they shall be paid at the Gang Foreman's rate of pay. The payment of such rate is applicable only during the times such employees have starting times established in accordance with paragraph (c) of Rule 42 and will not serve to establish seniority in the Gang Foreman class for such employees.

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

FOR THE BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYEES

*/s/ J. P. Lange*

*/s/ Jed Dodd*

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J. P. LANGE  
ASSISTANT VICE PRESIDENT  
LABOR RELATIONS

J. DODD, GENERAL CHAIRMAN

*/s/ John J. Davison*

J. J. DAVISON, GENERAL CHAIRMAN

Side Letter No. 3,  
dated January 5, 1987

Side Letter No. 3  
January 5, 1987

Mr. J. J. Davison, General Chairman  
Brotherhood of Maintenance of Way Employes  
135 Burnside Avenue  
Room B-4  
East Hartford, CT 06108

Mr. J. Dodd, General Chairman  
Brotherhood of Maintenance of Way Employes  
Carlton House - Suite 303  
1819 J. F. Kennedy Boulevard  
Philadelphia, PA 19103

Gentlemen:

This letter of understanding refers to negotiation of revised Rule 42(g)1. - Starting Time Hours - Change In, Special Construction Gangs Exception, of the January 5, 1987, Agreement and will become effective upon ratification of that Agreement by the Organization.

It is understood that the increased allowance outlined in Rule 42(d) will apply to any hours, or portion of an hour, worked by gangs operating under the terms of the November 3, 1976 Special Construction Gang Agreement.

If the foregoing reflects our understanding in this regard, please sign where indicated.

Very truly yours,

*/s/ L. C. Hriczak*

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

*/s/ John J. Davison*

J. J. Davison  
General Chairman

*/s/ Jed Dodd*

J. Dodd  
General Chairman

Letter Agreement governing District Rates  
dated December 22, 1992

December 22, 1992

Mr. J. Dodd, General Chairman  
Brotherhood of Maintenance of Way Employes  
1930 Chestnut Street  
Suite 607-609  
Philadelphia, Pennsylvania 19103

Dear Mr. Dodd:

This has reference to Rule 42 of the labor agreement and recent discussions with regard to negotiation of that new rule.

It is understood that effective January 1, 1993, employees in Surfacing Gangs, Welding/Joint Elimination Gangs and Switch and Rail Renewal Gangs who received the district rate of pay when working outside the starting times permissible in paragraphs (a) and (b) of the former Rule 42 will receive the district rate of pay when working in a window established outside the starting times permissible in paragraphs (a) and (b) of the new Rule 42.

Very truly yours,

*/s/ L. C. Hriczak*

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

*/s/ Jed Dodd*  
J. Dodd  
General Chairman

Exhibit A  
Letter No. 4

Mr. O. M. Berge, President  
Brotherhood of Maintenance of Way Employes  
12050 Woodward Avenue  
Detroit, MI 48203

Dear Mr. Berge:

This will confirm the understanding reached during negotiation of the Agreement effective May 27, 1982, to the effect that those special agreements relating to starting time variations which are currently in effect will remain in full force and effect until such time as they would normally terminate or expire as specifically provided in such agreements.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

*/s/ G. F. Daniels*

G. F. Daniels  
Vice President  
Labor Relations

AGREED:

*/s/ O. M. Berge*

RULE 43            HOURLY BASIS

All employees shall be paid on an hourly basis.

RULE 44            OVERTIME

Time worked in excess of eight (8) hours shall be paid for as follows, except as provided in Rules 42, 67, 76 and 80:

- (a) Time worked preceding or following and continuous with a regularly assigned eight (8) hour work period shall be computed on the actual minute basis and paid for at time and one-half rates, with double time computed on the actual minute basis after sixteen continuous hours of work, excluding the regularly assigned meal period.
- (b) Where the assignments of Highway Crossing Watchmen provide for eight (8) non-consecutive hours of work, divided into two (2) or more periods of less than eight (8) hours each, time worked outside of such work periods, shall be computed on the actual minute basis and paid for at time and one-half rates, with double time computed on the actual minute basis after sixteen continuous hours of actual work.
- (c) In the application of this Rule 44 to new employees temporarily brought into the service in emergencies, the starting time of the work period of such employees will be considered as of the time they commence work or are required to report.
- (d) Employees required in an emergency to work continuously from one regular work period into another commencing twenty-four hours from the starting time of the first work period, shall continue to receive double time after sixteen hours, until relieved from the emergency work, and pro-rata rate for the remainder of the time worked during the regularly assigned work period.

RULE 45            TIME WORKED IN EXCESS OF 40 STRAIGHT TIME HOURS IN ANY WORK WEEK

Time worked in excess of 40 straight time hours in any work week, shall be paid at time and one-half rates, except where such work is performed by an employee due to moving from one assignment to another, or where days off are being accumulated in accordance with the provisions of Rule 39.

RULE 46            EMPLOYEES WORKED MORE THAN 5 DAYS IN A WORK WEEK

Employees worked more than five (5) days in a work week, shall be paid at time and one-half rates for work on the sixth and seventh days of their work weeks, except where such work is performed by an employee moving from one assignment to another or where days off are being accumulated in accordance with provisions of Rule 39.

RULE 47            COMPUTING THE 40 HOURS PER WEEK

There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances, such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

RULE 48

HOLIDAYS

- (a) Subject to the qualifying requirements contained in paragraph (f) hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight (8) hours pay at the pro-rata hourly rate for each of the following enumerated holidays:

New Year's Day	Labor Day
Washington's Birthday	Personal Holiday *
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Eve
	Christmas Day

\* Such day will be selected by the employee, consistent with the requirement of service, upon 48 hours advance notice to the Corporation. The "personal holiday" request must be made before October 12 of each year. Failing to do so, such "personal holiday" will be assigned by management.

- (1)<sup>13</sup> Where employees are working a four-day, ten-hour per day work week and a holiday falls on a work day in that work week, they shall be paid ten (10) hours holiday pay for that holiday.
- (b) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.
- (c) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight (8) hours pay at the pro-rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight (8) hours pay at the pro-rata hourly rate of the position on which compensation last accrued to him prior to the holiday.
- (d) Subject to the applicable qualifying requirements in paragraph (f) hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (c) above, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a Union Shop Agreement, or disapproval of application of employment.
- (e) Weekly rates that do not include holiday compensation shall receive a corresponding adjustment.
- (f) A regularly assigned employee shall qualify for the holiday pay provided in paragraph (a) hereof, if compensation paid him by AMTRAK is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding holiday.

(g) Except as provided in the following paragraph, all others for whom holiday pay is provided in paragraph (a) hereof, shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

(i) Compensation for service paid by AMTRAK is credited; or

(ii) Such employee is available for service.

NOTE: "Available as used in sub-section (ii) above, is interpreted by the parties to mean that an employee is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

(h) For purposes of paragraph (a), other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the work day following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee whom he is relieving.

Compensation paid under sick leave rules or practices will not be considered as compensation for purposes of this Rule.

(i) Under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a work day, a rest day, and/or a vacation day.

(j) When any of ten (10) recognized holidays enumerated in paragraph (a) of this Rule, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of any such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein, provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

(k) In all States where proclamations of National and State holidays do not coincide, employees covered by our Holiday Agreement will observe holidays designated by the Federal Government. Such holidays as designated by the Federal Government will take precedence over holidays enumerated by the State.

(l) Holidays falling on the second or third work day of employees assigned to a four (4) ten (10) hour day work week, may by agreement between the Assistant Chief Engineer Maintenance of Way and Structures and General Chairman, be changed to the first or fourth work day of the work week.<sup>14</sup>

RULE 49                      WORK PERFORMED ON SPECIFIC HOLIDAYS

Work performed on the following legal holidays, namely:

New Year's Day

Labor Day

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<sup>14</sup> Adopted June 27, 1992



Washington's Birthday  
Good Friday  
Memorial Day  
Fourth of July

Veterans Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day

(provided when any of the above-mentioned holidays fall on Sunday, the day observed shall be considered the holiday) shall be paid for at the rate of time and one-half, computed on the actual minute basis with a minimum of four (4) hours at the pro-rata rate for two (2) hours and forty (40) minutes work or less.

RULE 50            RELIEF ASSIGNMENTS - WHEN NO BIDS RECEIVED

Relief assignments will be advertised to employees in the class. No bids being received, these positions will be awarded first to qualified furloughed Maintenance of Way Employees, following which the work may be awarded to qualified employees of other departments.

RULE 51            TRACKMEN RELIEF POSITIONS

Positions of "Trackmen-Relief" may be established, the duties of which will be to work as relief on certain positions and, when not so engaged, to work as Trackman with the gang to which assigned.

"Trackman-Relief" and/or relief assignments of less than five (5) days per week may be established by agreement between the representative and Chief Engineer. Employees filling such relief assignments will be paid the rate of the position filled. "Trackman-Relief" positions will be advertised to Trackmen and an employee filling such a position, so far as his seniority is concerned, will be considered as a Trackman, and in reduction of forces can only be displaced by a senior Trackman.

NOTE: No additional compensation for travel time will be allowed employees awarded "relief" or "Trackman-Relief" positions.

RULE 52            WHEN WEATHER CONDITIONS PREVENT WORK BEING PERFORMED

(a) When the foreman and supervisor in charge agree in writing that weather conditions prevent work being performed, employees in the below listed gangs of twelve (12) or more reporting at their regular starting time and place for the day's work will be allowed a minimum of four (4) hours [five (5) hours for four (4) day gangs]; if held on duty beyond four (4) hours [five (5) hours for four (4) day gangs], they will be paid on a minute basis.

1. Track Welding (Aluminothermic)
2. Mechanical Surfacing
3. Gangs where the nature of the work being performed is such that adverse weather conditions would present an extraordinary safety concern.

a. Applicable gangs under 3. above shall be by agreement between the appropriate General Chairman and appropriate Assistant Chief Engineer. Concurrence will not be unreasonably withheld nor delayed.

(b) The Carrier shall not combine gangs to create units of twelve (12) or more so that this rule can be invoked. Gangs of twelve (12) or more that normally do not work as a unit are not intended to be covered by Rule 52.

- (c) The allowance provided by this rule shall not be used as a basis for determining whether the weather conditions permit work to be performed.
- (d) Any positions subject to the application of Rule 52 will have that notification stated on the job advertisement.
- (e) Carrier will provide foul weather gear when appropriate.
- (f) With respect to Rule 52, Carrier must comply with Rule 3 for any position in a gang not filled for that position to be counted toward gang strength.

SEE NEXT PAGE FOR RAIN/WEATHER FORM

RULE 53            CALLS

- (a) Employees notified or called to perform service outside of and not continuous with the regularly assigned working hours shall report for duty with reasonable promptness and shall be paid a minimum of two hours and forty minutes at the rate of time and one-half, if held on duty longer than two hours and forty minutes, they shall be paid at the rate of time and one-half on the actual minute basis.
- (b) The time of employees so notified to report at a designated time to perform service outside of and not continuous with the regularly assigned working hours shall begin at the time required to report and end when released at headquarters. The time of employees so called to perform such service immediately shall begin at the time called and end when they are released at their headquarters.

RULE 54            PROTECT SERVICE ON HOLIDAYS OR ON THE EMPLOYEE'S ASSIGNED REST DAY

Employees required to report for "Protect Service" on holidays, or on Sundays, when Sunday is an assigned rest day, shall be allowed a minimum of eight (8) hours at the rate of time and one-half.

RULE 55            PREFERENCE FOR OVERTIME WORK

- (a) Employees will, if qualified and available, be given preference for overtime work, including calls, on work ordinarily and customarily performed by them, in order of their seniority.
- (b) The provisions of this Rule 55 will not apply to employees at locations where it has been agreed to stagger the work week in accordance with the provisions of Rule 38; employees at work during their bulletined working hours, may be used in emergencies on other than their own section and may complete such emergency work without being considered as violating the seniority rights of employees assigned to the section involved who are off duty on their regular assigned rest days.
- (c) When it is necessary to call employees for service in advance of their bulletined working hours, or after men have been released from work commenced during bulletined hours, the same preference will be given on rest days as on other days to employees who are qualified, available and ordinarily and customarily perform the work.

RAIN/WEATHER FORM

(Application of Rule 52)

We have mutually discussed the conditions of Rule 52 of the current Amtrak/BMWE Agreement and feel that the weather conditions prohibit our gang from performing their assigned duties for this date.

Consequently, all members of \_\_\_\_\_ which has an authorized force of twelve (12) or more members, will be released from duty as of \_\_\_\_\_ (AM) (PM) with \_\_\_\_\_ hours of compensated time this date \_\_\_\_\_.

\_\_\_\_\_  
M/W FOREMAN                      GANG NO.      DATE                      SUPERVISOR                      DATE

We have mutually discussed and agreed to this release.

RULE 56            SUSPENSION OF WORK TO ABSORB OVERTIME

An employee will not be required to suspend work, after starting any daily assigned working period, for the purpose of absorbing overtime.

RULE 57            MEAL PERIOD

- (a)      When a meal period is allowed, it will be between the ending of the fourth hour and beginning of the sixth hour after starting work.
- (b)      If the meal period is not afforded within the time limit, specified in paragraph (a) of this Rule 57, and is worked, it will be paid for at straight time rate and twenty minutes allowed for lunch at the first opportunity without loss of pay.
- (c)      Except as provided in paragraphs (e) and (f) of this Rule 46, the meal period shall be thirty (30) minutes; however, a shorter or longer meal period may be established by agreement between the representative and the Chief Engineer.
- (d)      Employees shall not be required to work more than six hours after their first meal period without being furnished meals by AMTRAK. Subsequent meal periods will be allowed at five hour intervals. The second and subsequent meals shall be furnished by AMTRAK.
- (e)      For regular operations requiring consecutive eight hour tricks, employees assigned thereto will be allowed a maximum of twenty minutes in which to eat without deduction in pay.
- (f)      Employees assigned to positions of Track, Bridge, Highway, Railroad Crossing Watchmen, Lampmen, Camp Overseers, Camp Car Attendants, Cooks, Drawbridge Tenders and Drawbridge Operators, shall be allowed twenty minutes within which to eat without deduction in pay, and will be held responsible for their regular duties during this twenty minute period.

RULE 58            ASSIGNMENT TO HIGHER OR LOWER RATED POSITIONS<sup>15</sup>

An employee may be temporarily or intermittently assigned to different classes of work within the range of his ability. In filling the position of an employee which pays a higher rate, he shall receive such rate for the time thus employed. If assigned to a lower rated position for reasons other than reduction in force or his request or fault, he will, except as provided in Rule 50, be paid the rate of his regular position. When work of an incidental nature is performed, employees performing such will receive the rate of their position only. Incidental work is work which is a necessary detail of accomplishing a main task.

RULE 59            WRECK SERVICE - PAYMENT OF, ETC.

When employees are assigned to perform wreck service, they will be compensated as follows:

- (a)      Foreman-Track allowance of twelve cents per hour in excess of their regular hourly rate shall be paid for actual time engaged in wrecking service, with a minimum allowance of one (1) hour during regular tour of duty, and appropriate overtime compensation in accordance with the provisions of Rules 44, 48 and 53, based on rate herein specified.

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<sup>15</sup> Revised June 27, 1992

- (b) Other Maintenance of Way Department Employees-The Bridge and Building Department Mechanic's Helper second year rate shall be paid for actual time engaged in wrecking service.
- (c) Handymen regularly assigned to wreck crews shall be paid a differential of two and four-tenths (2.4) cents per hour for all hours worked, except for time actually engaged in wrecking service, which will be paid for in accordance with paragraph (b) of this Rule 59.
- (d) Wreck outfits manned by M.W. Department Employees will continue to be manned by this class of employees, unless changed by agreement, between the Chief Engineer and the General Chairman.
- (e) This Rule 59 does not apply to Work-Wreck Foremen.

RULE 60            ATTENDING COURT

- (a) When attending court as witness for AMTRAK an employee will be allowed compensation equal to what would have been earned had such interruption not taken place, and in addition thereto, necessary actual expenses while away from headquarters.
- (b) If an employee is required to attend court as a witness for AMTRAK on a day that he is not assigned to work, he will be allowed eight (8) hours' pay at his regular rate, and in addition thereto, necessary actual expenses while away from headquarters.
- (c) All fees and mileage accruing to an employee required to attend court as a witness for AMTRAK will be assigned to AMTRAK.

JURY DUTY<sup>16</sup>

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (1) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- (4) When an employee is excused from railroad service account of jury duty the carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- (5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days which jury duty:
  - (a) ends within four hours of the start of his assignment, or

- (b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.
- (6) On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

RULE 61            ATTENDING INVESTIGATIONS

Employees required to report for investigation immediately after having finished, or just prior to reporting for work, will, if found not guilty, be allowed continuous time at their regular straight time rate. If required to attend investigations at any other than the above-mentioned times, except when under pay, they will, if found not guilty, be compensated in accordance with Rule 53. This Rule also applies to employees required to attend investigations as witnesses.

RULE 62            EXAMINATIONS - PHYSICAL AND OTHER

When examinations are required by AMTRAK, arrangements shall be made to take them without loss of time except:

- (a) Examinations required of an employee returning from furlough or from absence caused by sickness or disability need not be given during the employee's tour of duty.
- (b) Employees required to take examinations, other than those covered by paragraph (a) of this Rule 62, outside the hours of their regular tours of duty will be paid therefor under the provisions of Rules 44 or 53, whichever is applicable.

RULE 63            WAITING OR TRAVELING BY DIRECTION OF MANAGEMENT

An employee waiting, or traveling by direction of AMTRAK by passenger train, motor car, or any other method of transportation, will be allowed straight time for actual time waiting and/or traveling during or outside of the regularly assigned hours, except:

- (a) When employees regularly assigned to camp cars, travel in such cars, they shall be allowed straight time.
- (b) Travel time on work trains or work-wreck trains by employees thereto, will be paid for as working time.
- (c) Employees traveling on a motor car, trailer or highway vehicle, who are required to operate, flag or move the car or trailer to or from the track, or handle tools to and from such vehicles, shall be paid for time riding as time worked.
- (d) As provided in Rule 53.
- (e) An employee will not be allowed time while traveling in the exercise of seniority or between his home and designated assembling points, or for other personal reasons.
- (f) Employees assigned and held responsible for bulldozers or other heavy machines being transported from one location to another will be paid for time riding as time worked.

The following examples show the payments which will be made for waiting and/or traveling incident to the regularly assigned work period and also incident to work outside of the regularly assigned work period:

The regular work period for the employees involved in the following examples is from 7:00 a.m. to 4:00 p.m., with one hour for lunch.

Example No. 1

7:00 a.m. to 8:00 a.m. . . . . Travels  
8:00 a.m. to 5:00 p.m. . . . . (Excluding lunch period) Works  
5:00 p.m. to 6:00 p.m. . . . . Travels

For the time between 7:00 a.m. and 4:00 p.m., eight (8) hours, pro-rata.

For the time between 4:00 p.m. and 5:00 p.m., one (1) hour, time and one-half.

For the time between 5:00 p.m. and 6:00 p.m., one (1) hour, pro-rata.

Example No. 2

On the afternoon of an assigned working day, prior to being released at his regular quitting time, the employee is advised by his Foreman to report for further service at 8:00 p.m. He is released at his regular quitting time at 4:00 p.m. and reports at 8:00 p.m.

8:00 p.m. to 9:00 p.m. . . . . Traveling and waiting  
9:00 p.m. to 11:00 p.m. . . . . Works  
11:00 p.m. to 12:00 Midnight . . . Waiting and traveling  
12:00 Midnight . . . . . Released

For the time between 8:00 p.m. and 12:00 Midnight, four (4) hours at time and one-half rate.

Example No. 3

After having been released at his regular quitting time, the employee is called for further service. He is called at 8:00 p.m.

8:00 p.m. to 9:00 p.m. . . . . Traveling and waiting  
9:00 p.m. to 11:00 p.m. . . . . Works  
11:00 p.m. to 12:00 Midnight . . . Waiting and traveling  
12:00 Midnight . . . . . Released

For the time between 8:00 p.m. and 12:00 Midnight, four (4) hours at time and one-half rate.

"EXAMPLES CONTINUED ON NEXT PAGE"

Example No. 4

Employee is called in advance of his regular starting time. He is called at 6:00 a.m.

6:00 a.m. to 7:00 a.m. . . . . Traveling and waiting  
7:00 a.m. to 5:00 p.m. . . . . (Excluding one hour for lunch) Works  
5:00 p.m. to 6:00 p.m. . . . . Travels

For the time between 6:00 a.m. and 7:00 a.m., one (1) hour, time and one-half rate. For the time between 7:00 a.m. and 4:00 p.m., eight (8) hours, pro-rata rate.

For the time between 4:00 p.m. and 5:00 p.m., one (1) hour, at time and one-half rate.

For the time between 5:00 p.m. and 6:00 p.m., one (1) hour, at pro-rata rate.

Example No. 5

Employee is notified prior to his regular quitting time on an assigned working day to report at 5:30 a.m., the following day, which is also an assigned working day. He reports at 5:30 a.m. on such following day, and is engaged as follows:

5:30 a.m. to 6:30 a.m. . . . . Traveling and waiting  
6:30 a.m. to 7:00 a.m. . . . . Works  
7:00 a.m. to 4:00 p.m. . . . . (Excluding one hour for lunch) Working, waiting and traveling  
4:00 p.m. to 5:00 p.m. . . . . Works  
5:00 p.m. to 6:00 p.m. . . . . Travels

For the time between 5:30 a.m. and 7:00 a.m., one and one-half hours at time and one-half rate. 7:00 a.m. to 4:00 p.m., eight (8) hours pro-rata rate.

For the time between 4:00 p.m. and 5:00 p.m., one (1) hour at time and one-half rate.

For the time between 5:00 p.m. and 6:00 p.m., one (1) hour at pro-rata rate.



RULE 64

CLAIMS FOR COMPENSATION - TIME LIMITS FOR FILING

- (a) All claims and grievances alleged to be due made by or in behalf of employees must be presented, in writing, within sixty (60) days from the date of the occurrence on which the claim is based in accordance with the following provision of this Rule, except:
- (1) Time off duty on account of sickness, leave of absence, suspension or reduction in force, will extend the time limit as specified in this Rule 64.
  - (2) When a claim for compensation alleged to be due is based on an occurrence during a period employee was out of service due to sickness, leave of absence, suspension or reduction in force, it must be made, in writing, within sixty (60) days from the date the employee resumes duty.
- (b) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the designated officer of AMTRAK authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim is based.

Should any such claim or grievance be disallowed, AMTRAK shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative), in writing, of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of AMTRAK as to other similar claims or grievances.

- (c) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance. Failing to comply with the provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any state of the handling of a claim or grievance on the property, extend the (60) day period for either a decision or appeal, up to and including the highest officer of AMTRAK designated for that purpose.
- (d) The requirements outlined in paragraphs (b) and (c), pertaining to appeal by the employee and decision by Amtrak, shall govern in appeals taken to each succeeding officer, except that in cases appealed to the highest officer designated by AMTRAK to handle claims or grievances on appeal the sixty (60) day time limit for decision shall run from the date the appeal is heard.

All claims or grievances involved in a decision by the highest designated officer shall be barred unless within one hundred eighty five (185) days from the date of said officer's decision, proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as understood, however, that the parties may by agreement in any particular case extend the one hundred eighty five (185) days period herein referred to.<sup>17</sup>

- (e) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this Rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However no monetary claim shall be allowed retroactively for more than sixty (60) days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

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<sup>17</sup> Revised June 27, 1992, effective November 1, 1992

- (f) This Rule recognizes the right of representatives of the Organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.
- (g) This Agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within nine (9) months of the date of the decision of the highest designated officer of AMTRAK.
- (h) This Rule shall not apply to requests of leniency.
- (i) When claims are allowed, the employee and his duly accredited representative, as defined in Rule 83, shall be advised, in writing the amount involved and the payroll on which payment will be made.
- (j) The officers of AMTRAK referred to in this Rule 64 are as designated in writing by the Carrier.

RULE 65            RATES OF PAY

The rates of pay which have been agreed upon between the Director of Labor Relations and General Chairman are a part of this Agreement and are contained in Supplement. The listing of such rates and positions is for the sole purpose of providing information with respect to the rates of pay applicable to such positions and does not in any way affect Management's right to establish new positions or to abolish any existing position or positions subsequently established, in accordance with the provisions of the Schedule Agreement. Where new classifications are established, rates of pay therefor will be a matter of negotiation between the General Chairman and the Director of Labor Relations.

RULE 66            MONTHLY RATED POSITIONS - RATE COMPUTATION<sup>18</sup>

- (a) Employees assigned to positions not requiring continuous manual labor, as Tunnel, Bridge, Highway Crossing Watchmen, Drawbridge Tenders, Drawbridge Operators, Lampmen and Camp Overseers will be paid a monthly rate of pay based upon 176 hours per month, except that when the assignment is less than eight (8) hours per day, or less than five (5) days per week, the monthly rate will be based on the assignment.
- (b) The straight time hourly rate of monthly rated employees covered by paragraph (a) of this Rule 66, will be determined by dividing the monthly rate times twelve by the number of hours per year covered by the rate, such hourly rate to be extended to the nearest tenth of a cent.
- (c) The monthly rates of pay for Camp or Camp Car Cooks and/or Camp or Camp Car Attendants contemplate service necessary in preparing meals for forces working eight (8) hours a day, five (5) days a week. If the force with which they are assigned works in excess of eight (8) hours on any day, and the service of meals is thereby advanced or delayed, the Cook and/or Attendant will be paid for the amount of excess time worked by the force at the time and one-half rate on a minute basis. Cooks or Attendants called out to cook extra meals will be paid therefor in accordance with Rule 44 or 53, as the case may be.

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<sup>18</sup> Letter Agreements dated March 18, 1977, replacing monthly rates with hourly rates, reproduced following Rule 67.

Illustrations of application of this Rule:

- (1) Cook or Attendant is assigned with Bridge and Building force. Assignments for Cook and Attendant contemplate service necessary in preparing meals for force working eight (8) hours. On a certain day the force works nine (9) hours, i.e., the force is one (1) hour late in coming in for the evening meal. Pay Cook and/or Attendant one (1) hour overtime at time and one-half rate.
- (2) Cook or Attendant called out at night (outside of and not continuous with regular assignment) to prepare extra meal. Two (2) hours consumed in such service. Pay minimum of two (2) hours and forty (40) minutes at the rate of time and one-half under Rule 53.
- (3) Cook or Attendant begins one (1) hour ahead of regular starting time to provide meal so force can start one (1) hour earlier on certain day. Pay one (1) hour at time and one-half, under Rule 44.

NOTE: The foregoing not to apply where time is being made up under Rule 80 for weekend trips home. Future wage adjustments expressed in cents per hour shall be calculated on the basis of 176 hours per month; the straight time hourly rate shall be determined by dividing the monthly rate by 176.

- (d) The division into tricks of the positions referred to in paragraph (a) of this Rule 66, covering more than eight (8) hours service is permitted, provided that one of the tricks is at least eight (8) hours.

RULE 67      SUPERVISORY EMPLOYEES RATE COMPUTATION

Supervisory employees will be paid a monthly rate of pay based upon 176 hours per month.

The straight time hourly rate of pay of these employees will be determined by dividing the monthly rate times twelve by the number of hours per year covered by the rate, such hourly rate to be extended to the nearest tenth of a cent.

Time spent by such employees making out reports that have been or are agreed upon by the Chief Engineer and the General Chairman shall not be considered as time worked for which additional compensation is required. Copy of such agreement to be included in Supplement.

"LETTER AGREEMENTS FOLLOW"

Hourly Rate Agreement for Rule 89, 90-A and 90-B Gangs,  
dated March 18, 1977

March 18, 1977

Mr. T. P. Christensen, General Chairman  
Brotherhood of Maintenance of Way Employes  
135 Burnside Avenue, Room 5-A  
East Hartford, Connecticut 06108

Mr. W. E. La Rue, General Chairman  
Brotherhood of Maintenance of Way Employes  
606 Land Title Building  
Broad and Chestnut Streets  
Philadelphia, Pennsylvania 19110

Dear Sirs:

We have discussed the establishment of rates of pay for Corridor Gangs, the first of which will be created shortly.

If you are agreeable to the following rate schedule, which will be applicable to gangs created under Rules 89 NE Corridor Units; 90-A Track Units, Southern District and 90-B Track Units, Northern District, please indicate your concurrence.

<u>Job Classification</u>	<u>Hourly Rate</u>
Foreman Track Welding & Grinding	7.2750
Foreman Track Sweeper	7.2750
Foreman Track Grouting	7.2750
Foreman Pile Driver	7.2750
Foreman Rail Laying	7.2750
Assistant Foreman	6.7100
Engineer of Work Equipment A	7.1930
Engineer of Work Equipment B	6.9100
Engineer of Work Equipment C	6.7540
Machine Operator	6.2710
Trackman	5.8500
M/W Repairman	7.5280
M/W Repairman Helper	6.0700
Welder	6.8880
Lead Cook	6.7520
Cook	6.6950
Camp Car Attendant	6.0480
Truck Driver*	6.7430

\* Truck Driver not advertised will receive 12¢ per hour above Trackman rate of pay for up to 4 hours driving. Over 4 hours driving, the rate of advertised Driver will apply.

Hourly Rate Agreement for Rule 89, 90-A and 90-B Gangs,  
dated March 18, 1977

Mr. T. P. Christensen  
Mr. W. E. La Rue

-2-

March 18, 1977

It is understood these hourly rates replace any pre-existing monthly rates. Effective with this agreement, the 176 hours-per-month basis of Rule 66 - Monthly Rated Positions - Rate Computation and Rule 67 - Supervisory Employees Rate Computation, will not apply to the above listed rates when created under Rules 89, 90-A and 90-B.

In addition, it is understood the 25¢ an hour incentive rate is applicable, on a straight-time basis, to all hours for which compensation is paid.

If you are agreeable, please sign below, returning one copy for our files.

Very truly yours,

*/s/ S. H. Heltzinger*

S. H. Heltzinger  
Director-Labor Relations-NEC

I CONCUR:

*/s/ T. Christensen*

T. P. Christensen                      Date

*/s/ W. E. La Rue*

W. E. La Rue                              Date

cc: F. Wurpel, Jr.

Agreement making monthly rated Zone employees hourly,  
dated March 18, 1977

March 18, 1977

Mr. T. P. Christensen, General Chairman  
Brotherhood of Maintenance of Way Employes  
135 Burnside Avenue, Room 5-A  
East Hartford, Connecticut 06108

Mr. W. E. La Rue, General Chairman  
Brotherhood of Maintenance of Way Employes  
606 Land Title Building  
Broad and Chestnut Streets  
Philadelphia, Pennsylvania 19110

Dear Sirs:

As the result of the understanding reached this date amending Rule 67 in the case of District and Corridor gangs, to eliminate the 176 hours-per-month basis, we propose to apply the same understanding to all monthly rated Zone employes under the Maintenance of Way Agreement on the Northeast Corridor.

If you agree, please indicate your concurrence below, returning one copy for our files.

Very truly yours,

*/s/ S. H. Heltzinger*

S. H. Heltzinger  
Director-Labor Relations-NEC

I CONCUR:

*/s/ T. Christensen*

\_\_\_\_\_  
T. P. Christensen                      Date

*/s/ W. E. La Rue*

\_\_\_\_\_  
W. E. La Rue                              Date

cc: F. Wurpel, Jr.

RULE 68            TRIAL

Employees shall not be suspended nor dismissed from service without a fair and impartial trial.

<sup>19</sup>RULE 69            MAJOR OFFENSE - HELD OUT OF SERVICE

It should be understood that when an employee is to be held out of service pending trial and decision, notice that he has been removed from service will be by letter addressed to him by his department head. Such letter should be hand delivered. In cases where hand delivery cannot be accomplished, then the accepted practice of a registered return receipt letter shall be followed.

An employee held out of service pursuant to this rule shall remain under pay as though he were in active service on his regular position unless medically disqualified. Compensation under this rule shall continue until the decision is rendered following the trial, except that if the employee or his duly accredited representative requests a postponement of the employee's trial, the employee will not be compensated for the period of such postponement.

In the event of such a postponement, Amtrak shall attempt to reschedule the trial to commence within fifteen (15) days of the postponement. If the trial cannot be scheduled within that time, through no fault of the employee or his representative, compensation will again be paid after the fifteen (15) day period.

RULE 70            WRITTEN STATEMENTS

An employee who is required to make a statement prior to the trial in connection with any matter which may eventuate in the application of discipline to any employee may, if he desires to be represented, be represented by the duly accredited representative. A copy of his statement, if reduced to writing and signed by him, shall be furnished to him by AMTRAK upon his request and to the duly accredited representative when requested.

RULE 71            ADVANCE NOTICE OF TRIAL

- (a) An employee who is accused of an offense and who is directed to report for a trial therefore shall be given five (5) days advance notice in writing of the exact charge on which he is to be tried and the time, date and place of the trial. The date on which the trial is scheduled to be held shall be within thirty (30) days from the date the Division Engineer or his representative had knowledge of the employee's involvement.

At the written request of either party (one request each), a trial will be postponed for a reasonable period; additional requests may be agreed upon.

- (b) If he desires to be represented at such trial, he may be represented by the duly accredited representative. The accused employee or his duly accredited representative, as defined in Rule 83, shall be permitted to question witnesses whose testimony is presented at the trial insofar as the interests of the accused employee are concerned. Such employee shall make his own arrangements for the presence of said representative, and of any witnesses appearing on his behalf, and no expense incident thereto will be borne by Amtrak.
- (c) The Carrier must supply the organization, five (5) days prior to the hearing, all documents to be used in any investigation under the BMW(NEC) Agreement.

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<sup>19</sup> Amended December 9, 1997.

RULE 72            TRIAL RECORD - COPY OF

A true copy of the trial record shall be given to the accused employee and to the duly accredited representative, as defined in Rule 83, if the employee was represented at the trial by the duly accredited representative.

RULE 73            NOTICE OF DISCIPLINE

- (a) If discipline is to be imposed following the trial and decision, the employee to be disciplined shall be given written notice thereof at least fifteen (15) days prior to the date on which the discipline is to become effective and within fifteen (15) days of the conclusion of such trial, except that in cases involving major offenses discipline may be made effective at any time after decision without advance notice. A copy of the notice of discipline will also be sent to the duly accredited representative who attended the trial in that capacity on the employee's behalf.
- (b) If the discipline to be applied is suspension, the time the employee is held out of service prior to the serving of the notice of discipline shall be applied against the period of suspension.

RULE 74            DISCIPLINE APPEALS<sup>20</sup>

- (a) Procedure for appealing discipline other than dismissal:
  - (1) Employees dissatisfied with the decisions shall have the right to appeal, either in person or through their duly accredited representative as defined in Rule 83, to the designated officer, and a hearing shall be granted, provided written request is made to such officer within 15 calendar days of the date of the discipline notice.

This appeal, where the discipline imposed is suspension, shall act as a stay (except in the case of a major offense) in imposing the suspension until after the employee has been given a hearing.
  - (2) At hearings on appeal, an employee may, if he desires to be represented at such hearings, be represented without expense to AMTRAK, by the duly accredited representative, as defined in Rule 83.
  - (3) After the appeal has been acted upon by the designated appeal officer, the employee shall be advised, in writing, of his decision; such decision to be rendered within fifteen (15) days of the date his appeal was received by the designated appeal officer. If the decision in cases of suspension is to the effect that suspension shall be imposed, either in whole or for a reduced period, the stay referred to in paragraph (1) shall be lifted and the suspension imposed.
  - (4) If further appeal is taken, it must be filed, in writing, with the highest officer designated by Amtrak to handle such appeals, within 60 days from the date of the decision of the first level appeal officer and if he so appeals he shall be given a hearing.
  - (5) Employee may be represented at this hearing, as specified in Paragraph (2) of this Rule.
  - (6) The highest officer designated by Amtrak to handle such appeals shall render a decision within 60 days from the date the appeal was held.

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<sup>20</sup> Revised November 28, 1988, effective with discipline assessed on or after February 1, 1989.



- (7) All discipline matters involved in a decision by the highest officer designated by Amtrak to handle such matter shall be barred unless within one hundred eighty five (185) days<sup>21</sup> from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate Division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3, Second, of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the one hundred eighty five (185) day's period herein referred to.
- (b) Expedited procedure, for appealing discipline of dismissal:
- (1) Dismissed employees dissatisfied with the decisions shall have the right to appeal, either in person or through their duly accredited representative as defined in Rule 83, to the highest designated officer, and a hearing shall be granted, provided written request is made to such officer within 15 calendar days of the date of the discipline notice. Such hearings will be at monthly appeal hearings to the extent possible.
  - (2) At hearings on appeal, an employee may, if he desires to be represented at such hearings, be represented without expense to Amtrak by the duly accredited representative.
  - (3) A decision will be rendered by the highest designated officer within 30 calendar days of the date of hearing.
  - (4) A decision by the highest designated officer under this expedited appeal procedure shall be considered full and final unless within ninety (90) days from the date of said officer's decision, it is appealed by the employee or his duly authorized representative to the appropriate Division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3, Second, of the Railway Labor Act.
  - (5) The time limit provided in this rule's paragraph (a)(7) will apply to dismissal cases reduced on appeal
- (c) General Provisions:
- (1) When an employee has been held out of service pending trial and the decision exonerates him, he shall be compensated for the period of time so held out of service, the amount he would have earned had he not been held out of service.
  - (2) For purposes of counting the time limits under this rule, the canceled postmark from the U. S. Post office or the date received, whichever is earlier, will be considered as the date of discipline notice or appeal as appropriate.

"LETTER AGREEMENT FOLLOWS"

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<sup>21</sup> Revised June 27, 1992, effective November 1, 1992

October 21, 1983

Mr. J. Dodd, General Chairman  
Brotherhood of Maintenance of Way Employes  
606 Land Title Building  
Broad and Chestnut Streets  
Philadelphia, PA 19110

Dear Sir:

This has further reference to my letter to you dated September 15, 1983, regarding the practices in effect with several of the Assistant Regional Engineers concerning the handling of disciplinary appeals in accordance with Rule 74 at the first appeal level.

During discussion of this matter with Assistant Director-Labor Relations L. C. Hriczak on September 23, 1983, in response to your letter dated September 19, 1983, you indicated your concern that the practice in effect left open the time in which the appeal conference itself could be held and requested that the practice to be used in the future limit that period of time. The Carrier indicated that this has not been a problem in the past but that your concern in this regard would be reviewed with the Assistant Regional Engineers involved.

As indicated in further discussion with Assistant Director Hriczak on October 13, 1983, your concern has been discussed with the Assistant Regional Engineers and they anticipate no problem in holding the appeal hearing itself on the usual day of the week scheduled for this purpose within thirty (30) days of their receipt of the appeal. They will endeavor to hold such hearing as soon as possible. The foregoing limitation would result in establishing a practice of a maximum of forty-five (45) days to handle an appeal at the first appeal level unless the parties agreed to additional extensions.

Additionally, the Carrier has no objection to the termination of this practice, as modified above, upon fifteen (15) days written notice from the Organization to this office, or vice versa.

The following summarizes the proposed modified practice for handling disciplinary appeals under Rule 74 of the Agreement at the initial appeal level:

- The initial appeal must be presented by the employee in accordance with the provisions of Rule 74.
- The Carrier must acknowledge the appeal within fifteen (15)

days of receipt and schedule an appeal hearing.

Mr. J. Dodd

-2-

October 21, 1983

- The appeal hearing must be held within thirty (30) days of the Carrier's receipt of the employee's appeal.
- The Carrier must render a decision within fifteen (15) days from the date of the conclusion of the appeal hearing.
- It is understood that the Organization will not contest the handling of cases in accordance with the foregoing practice, or the practice in effect before this modification, that are not presently under consideration by a Public Law Board or the National Railroad Adjustment Board.
- This practice, as modified, may be discontinued by either party by fifteen (15) days written notice between the General Chairman and this office.

If the foregoing reflects our understanding with regard to the initial appeal of disciplinary matters under Rule 74, please indicate by signing in the space provided below, returning one executed copy of this letter to me.

Very truly yours,

*/s/ G. R. Weaver, Jr.*

G. R. Weaver, Jr.  
Assistant Vice President  
Labor Relations

I CONCUR:

*/s/ Jed Dodd*

J. Dodd  
General Chairman

RULE 75            OTHER THAN DISCIPLINE

When it is considered that an injustice has been done with respect to any matter other than discipline, the employee affected or the duly accredited representative, as defined in Rule 83, on his behalf, may within fifteen (15) days present his case in writing, to the appropriate Assistant Chief Engineer (Track, Structures, C&S/ET, Equipment).

In the case of claims for compensation alleged to be due, the time limits specified in Rule 64 shall be observed.

RULE 76            EMPLOYEES ASSIGNED TO DUTY REQUIRING VARIABLE HOURS

An employee assigned to duty requiring variable hours working on or traveling over an assigned territory and away from and out of reach of his regular boarding place, shall be paid a monthly rate based on eight (8) hours per day at pro-rata rate, to cover services whether working, waiting or traveling, but if called upon to perform service foreign to his assigned duties and outside of normal working hours will be compensated therefor. Reasonable actual expenses will be allowed.

RULE 77            TOOLS

Amtrak will furnish employees such general tools as are necessary to perform their work, except such tools as are customarily furnished by skilled workmen.

RULE 78            CAMP CAR OUTFITS - COOKS<sup>22</sup>

- (a) Except as provided in the September 17, 1986 letter agreement (as modified June 27, 1992), for gangs established under Rules 89, 90-A, 90-B and 90-C, Camp Car outfits will be furnished employees who are not otherwise assigned to a headquarters. Camp Cars or other lodging shall include bed, mattress, pillow, bed linen, blanket, towels, soap, washing and toilet facilities, including recreation, dining, sleeping and tool cars properly equipped and furnished to accommodate the employees assigned to same. They shall be adequate for the purpose and maintained in a clean, healthful sanitary condition.

When Cooks or Attendants are furnished, their wages will be paid by AMTRAK.

Except as provided in Rule 89, in Camps of less than 6 men when a Cook is not furnished, sufficient time will be allowed one of the gang, subject to the provisions of Rule 58, at AMTRAK's expense, to prepare meals.

Except as provide in Rule 89, in Camps of 6 men or more, Cooks or Camp Attendants will be furnished in the following manner:

6 to 14 men -	1 Cook
15 to 28 men -	1 Cook and 1 Camp Attendant
29 to 42 men -	1 Cook and 2 Camp Attendants or 2 Cooks and 1 Camp Attendant
43 to 56 men -	1 Cook and 3 Camp Attendants or 2 Cooks and 2 Camp Attendants
57 to 85 men -	2 Cooks and 3 Camp Attendants or 3 Cooks and 2 Camp Attendants
86 men or more -	2 Cooks and 4 Camp Attendants or 3 Cooks 3 Camp Attendants

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<sup>22</sup> Revised June 27, 1992

- (b) Where a unit works two (2) eight (8) hour tricks per day, Cooks and Attendants will be assigned on the basis of the number hour tricks, a minimum of two (2) Cooks will be assigned, each to work on a separate tour of duty.

Management may, by the assignment of an additional Cook, reduce the minimum number of Camp Attendants set forth above.

- (c) Cooks and Camp Attendants used in camps operated by a Commissary Company will, to the extent qualified employees of those classifications are available in the seniority district involved, be procured from AMTRAK rosters of Cooks and Camp Attendants. Employees on other M. of W. Department rosters, in the seniority district involved, who do not have seniority as Cook or Camp Attendant, but who have been used by AMTRAK in that capacity, will be given consideration for assignment in the camp operated by the Commissary Company; employees assigned shall be carried on the AMTRAK payroll.

RULE 79            MEALS AND LODGING

- (a) An employee taken off assigned territory to work elsewhere will be furnished meals and lodging by AMTRAK. This paragraph (a) will not apply to an employee customarily carrying midday lunch and not being held away from assigned territory an unreasonable time beyond the evening meal hour.
- (b) Employees assigned to Camp Cars and Camps not operated by a Commissary Company will be charged, on the basis of fifty percent (50% of actual cost, for three (3) meals every day unless properly checked off as provided in paragraph (c) of this Rule 79, except as otherwise provided in this Agreement. In computing the cost of a meal, one-half or over shall be counted as a full cent.
- (c) Employees desiring to check off for meals will be required to give sixteen (16) hours advance notice to their immediate superior, except where absence is due to illness or other conditions beyond employees' control.
- (d) AMTRAK reserves the right to arrange for the purchase and preparation of all food for Camp Cars and Camps not operated by a Commissary Company.
- (e) When AMTRAK deems it advisable to have Camp Cars or Camps operated by a Commissary Company in accordance with Rule 79, the General Chairman will be notified thirty (30) days in advance. The notice will include the specific Camps or Camp Car gangs to be operated by the Commissary Company and the period of time it is anticipated the Commissary Company will operate a specific Camp or Camp Car gang.

The Chief Engineer and General Chairman, or their representatives, will meet within this thirty (30) day period to reach an agreement on the amount to be charged employees for meals in such units; such amount shall be fixed by agreement in writing.

Each year thereafter, the Chief Engineer and General Chairman, or their representatives, shall meet during the month of January for the purpose of reviewing and, if warranted, revising the amount; such amount shall be fixed by agreement in writing.

RULE 80            WEEK-END TRIPS

When agreed to between the Chief Engineer and General Chairman, employees living in Camp or Outfit Cars will be allowed to make week-end trips to their homes. Any time lost on this account will not be paid for. Such time lost shall be made up outside of regular working hours on other days at straight time rates for hours so worked.

Employees living in Camp or Outfit Cars on portions of the railroad where there is not passenger service will be furnished necessary transportation to the nearest point where railroad passenger service is available to make week-end trips to their homes.

RULE 81            STOVES

Crossing Watchmen's watch-boxes and section tool houses will be equipped with stoves, except where other heating facilities are made available to employees, and fires will be permitted when the weather is cold or inclement.

RULE 82            LOCAL UNDERSTANDINGS OR AGREEMENTS

Regional or District officials and Local Representatives or employees shall not enter into local understandings or agreements which are in conflict with provisions of this Agreement.

RULE 83            ACCREDITED REPRESENTATIVE

The term "duly accredited representative" as used in this Agreement, shall be understood to mean the representative or System Officer of the organization signatory hereto.

RULE 84            HEADQUARTERS<sup>23</sup>

- (a) Each designated headquarters will be supplied with lockers, washing and toilet facilities, proper heating, electrical fixtures, table and benches and will be maintained in a clean and sanitary condition.
- (b) Prior to the opening of any new headquarters facility established by the Carrier, the General Chairman or his designated representative will be afforded the opportunity to inspect such new facility with the Division Engineer or his designated representative.

RULE 85            PAYING EMPLOYEES

Employees shall receive their pay checks during their regular working hours, bi-weekly, except where existing State Laws require that they be paid more frequently. Pay checks will contain an itemized record of all deductions from employee's earnings.

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<sup>23</sup> Revised April 22, 1982

RULE 86            PHYSICAL CONDITION - BOARD OF DOCTORS

When an employee covered by this Agreement has been removed from or is withheld from service on account of his physical condition and the organization desires the question of his physical fitness to be finally decided before he is permanently removed from his position or restricted from resuming service, the case shall be handled in the following manner:

The General Chairman will bring the matter to the attention of the Director of Labor Relations. He and the General Chairman shall then each select a doctor to represent them, each notifying the other of the name and address of the doctor selected. The two (2) doctors thus selected shall confer and if they disagree on the nature of illness, they shall appoint a third doctor.

Such board of doctors shall then fix a time and place for the employee to meet them. After completion of the examination they shall make a report in triplicate, one (1) copy to be sent to the Medical Director, one (1) copy to the Director of Labor Relations of AMTRAK, and one (1) copy to the General Chairman.

The decision of the board of doctors on the physical fitness of the employee to continue in his regular occupation or to resume service shall be final, but this does not mean that a change in physical condition shall preclude a re-examination at a later time.

The doctors selected for such board shall be experts in the disease from which the employee is alleged to be suffering, and they shall be located at a convenient point so that it will be only necessary for the employee to travel a minimum distance, and if possible, not be away from home for a longer period than one (1) day.

AMTRAK and the organization shall each defray the expenses of its respective appointee. At the time their report is made, a bill for the fee, and traveling expenses if there are any, of the third appointee should be made in duplicate and one (1) copy sent to the Medical Director and one (1) copy to the General Chairman. AMTRAK and the organization shall each pay one-half of the fee and traveling expenses of the third appointee.

RULE 87            VACATIONS

The December 17, 1941, National Vacation Agreement, together with amendments and interpretations, is adopted as the AMTRAK-Brotherhood of Maintenance of Way Employees Vacation Agreement. Prior continuous railroad service of employees accepting AMTRAK employment in this craft and class, who are affected by an assumption of function, will be credited for such prior service to determine length of vacation.

RULE 88            VACATIONS - SCHEDULING OF

In addition to the provisions of the Vacation Agreement of December 17, 1941, Interpretations and Amendments Thereto, the following will apply:

- (1)<sup>24</sup>    Effective January 1, 1998, employees shall be permitted to take one week of their vacation allowance per year in less than 40 hour increments, provided that such vacation days will be scheduled in accordance with existing rules on Amtrak applicable to the scheduling of personal leave days.
- (2)      Except as provided above, all vacations will start on the first day of the employee regular

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<sup>24</sup> Adopted December 9, 1997.



scheduled work week.

- (3) In gangs of ten (10) men or less (not including Foreman) only one (1) employee will be permitted to be on vacation at a time during the months of June, July, August, and September.
- (4) In gangs of more than ten (10) men (not including Foreman) two (2) employees will be permitted to be on vacation at one time during the months of June, July, August and September.
- (5) One (1) Track Foreman on a Supervisor's Territory will be permitted to be on vacation at one time.
- (6) Employees desiring to split their vacation period may request same in accordance with the following:

Employees entitled to:

1 week (5 days) vacation	No split
2 weeks (10 days) vacation	1 week - June, July, August or September. 1 week remaining months
3 weeks (15 days) vacation	1 week - June, July, August or September. 2 weeks remaining months or 2 weeks - June, July, August or September. 1 week remaining months.
4 weeks (20 days) vacation	1 week - June, July, August or September. 3 weeks remaining months or 2 weeks - June, July, August or September. 2 weeks remaining months.
5 weeks (25 days) vacation	1 week - June, July, August or September. 4 weeks remaining months or 2 weeks - June, July, August or September. 3 weeks remaining months or 3 weeks - June, July, August or September. 2 weeks remaining months.

- (7) Vacation schedule will be prepared jointly by the General Chairman and Chief Engineer, or by their authorized representatives, and signed by the General Chairman and Chief Engineer.
- (8) Request for change in scheduled vacation dates must be by written request to the Chief Engineer, with a copy to the General Chairman. Any agreement to change a scheduled vacation will be writing by the Chief Engineer and General Chairman.

RULE 89

NORTHEAST UNITS<sup>25</sup>

AMTRAK may establish one or more of the following units not assigned to fixed headquarters to work over Amtrak's present Northeast territory: MBTA, Albany, Northern and Southern Districts as herein provided:

1. Ballast Cleaner, Speno, Rail Pick-up Train, or other large on-track units.
2. Rail Surface Grinding Train.
3. Rail Laying Train.
4. Track Welding & Grinding.
5. Structural Welding.
6. Camp Car Cook, Camp Car Attendant.
7. Track Sweeper (on-track).
8. Pile Driver.
9. Track Laying Machine and Track Laying System Support Unit.
10. Track Laying System Welders and Grinders.
11. Track Undercutter Machine.
12. Ditcher Machine.
13. Unimats
14. MDZ surfacing units
15. Switch turnout exchange systems
16. Other high technology machines not on the property as of June 27, 1992

I.<sup>26</sup> Except for Technician and Trackman rosters, all Rule 89 Rosters are frozen effective January 1, 1995. Technician rosters remain active. All Rule 89 Trackman rosters are eliminated. Employees on the frozen rosters have prior rights to positions in the class in the unit covered by the respective rosters. Employees who are awarded positions in Rule 89 gangs who do not have seniority in that class in their home seniority district, will establish seniority in that class on their home seniority district.

II. All positions and vacancies below the rank of General Foreman will be advertised to employees holding seniority on Rule 89 Units, the MBTA, Albany, Northern and Southern Districts in accordance with the Rule 89 II or Rule E of the respective Agreements. The locations for such advertisements on the Northern and Southern Districts shall be those locations specified in Rule 14.

In the filling of positions advertised in accordance with the provisions of the first paragraph hereof, the order of preference will be as follows:

- (1) From employees with prior rights to positions in the class in the unit in which position is

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<sup>25</sup> Revised June 27, 1992

<sup>26</sup> Articles I through V amended effective January 1, 1995.

advertised.

- (2) From employees with seniority in the class in a dovetailed list of the same class from the MBTA, Albany, Northern and Southern Districts, including Wilmington (BEAR) Shop rosters.
- (3) From employees with seniority in lower classes on the same seniority roster in the class advertised in a dovetailed list of the lower classes from the MBTA, Albany, Northern and Southern Districts, including Wilmington (Bear) Shop rosters.
- (4) From employees with oldest date entered service in a class in the Track Department rosters of the MBTA, Albany, Northern and Southern Districts.
- (5) From employees with oldest date entered service in any class on any of the MBTA, Albany, Northern and Southern Districts.
- (6) From Employees with earliest date entered service on any Amtrak/BMWE roster.

III. When the Carrier recalls furloughed employees to service, if the pool of employees for a unit is exhausted, employees having prior rights to positions in the class in the unit, furloughed from other work zones, will be recalled prior to employees without prior rights to positions in the unit. If such employee fails to return to service within ten (10) days from date notification of recall has been mailed to his last recorded address he will forfeit all prior rights under this rule.

IV. Employees awarded Foreman, Assistant Foreman, Technician, Engineer Work Equipment, Repairman M.W. Equipment or Welder positions in any of the units covered by this Rule must remain in the unit to which assigned for one hundred twenty (120) days from the date of award, except:

- (1) An employee working in a Corridor Unit may bid on a vacancy of higher rate in another unit in which he holds seniority, or he may make application for an equal or higher rated position on his home seniority district or on a newly created position of equal or higher rate in another unit, and if awarded such position, will be permitted to retain his seniority in the unit from which transferred.<sup>27</sup>
- (2) An employee upon reaching the end of his region in lieu of moving off his district to the adjoining district, may request to exercise seniority without forfeiture of seniority. Such request may be granted provided another qualified employee is available to replace him.

V. Each year management will prepare bid and displacement lists, as specified in II(2), II(3) and II(4) above, which will govern bids and displacements on Rule 89 units when the frozen Rule 89 rosters are not a factor. The bid and displacement lists will be posted in all headquarter locations and all locations listed in Rule 14(d) of the NEC Agreement. The list will be posted on January 1, of each year.

VI.<sup>28</sup> Travel Allowance.

- (a) Employees assigned to positions in one of these units established pursuant to this Agreement, will be allowed a travel allowance of:
  - (1) \$12.50 for each week end trip from their homes to the Camp Cars, including the initial

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<sup>27</sup> Amended by letter agreement dated March 10, 1995, between General Chairmen J. J. Davison, J. Dodd and P. K. Geller, and Director-Labor Relations J. M. Faganani.

<sup>28</sup> Amended December 9, 1997.

trip in establishing the unit.

- (2) \$12.50 for each week end trip from the Camp Cars to their homes, including the final trip after termination of the unit.

However, an employee assigned to a unit working a four (4) day week shall forfeit twenty-five percent (25%) (twenty percent (20%) when working a five (5) day week) of such travel allowance for each day of the work week on which compensation paid him by AMTRAK for service performed has not been credited. Compensation referred to in this section is understood to include that received for holidays under Article II of the Agreement of August 21, 1954 as amended.

- (b) The payment referred to in Section (a) hereof, is to cover any expenses these employees may incur while making such week end trips and is in lieu of all other compensation said employees may be entitled to under the provisions of any other agreement, practice or working condition for such weekends.
- (c) The provisions of this Article are not applicable to trips made by employees to and from their homes on legal holidays.
- (d) Employees in Rule 89 units will be transported to the nearest point where Amtrak intercity rail service is available to make weekend trips home.<sup>29</sup>
- (e) For vacation purposes or any other situation where work days are counted as accumulative days, employees working a four (4) ten (10) hour day work week, will be credited with working five (5) work days in that work week.
- (f) Holidays falling on the second or third work day of employees assigned to a four (4) ten (10) hour day work week, may, by agreement between the Assistant Chief Engineer Maintenance of Way and Structures and General Chairman, be changed to the first or fourth work day of the work week.

#### VII. Meals.

- (a) Three (3) meals a day on each work day will be furnished at the expense of AMTRAK to those employees holding regularly assigned positions in the unit.
- (b) AMTRAK may elect to furnish meals for the unit by one of the following methods:
  - (1) Under the Rules of the Schedule Agreement governing Camp Cars or Camps not operated by a Commissary Company.
  - (2) in suitable restaurants or
  - (3) by a Commissary Company.

In the event AMTRAK elects to have Camp Cars or Camps operated by a Commissary Company, the General Chairman will be notified thirty (30) days in advance. The notice will include the specific Camps or Camp Car gangs to be operated by the Commissary Company and the period of time it is anticipated the Commissary Company will operated a specific Camp or Camp Car gang.

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<sup>29</sup> See Albany District Side Letter No. 4, dated June 27, 1992.

Cooks and Camp Attendants used in Camps operated by a Commissary Company will, to the extent qualified employees of those classifications are available in the seniority districts involved, be procured from the rosters of Cooks and Camp Attendants. Employees on other M. of W. Department rosters, in the seniority districts involved, who do not have seniority as Cook or Camp Attendant, but who have been used by AMTRAK in that capacity, will be given consideration for assignment in the Camp operated by the Commissary Company; employees assigned shall be carried on AMTRAK payrolls.

- (c) Where employees are required by AMTRAK to take their meals away from the Camp Cars and the distance involved is greater than walking distance from the Camp Cars, the driver of the vehicle will be paid at the pro-rata rate for his time while driving. Should such distance be greater than seven and one-half (7-1/2) miles, the employees accompanying the driver will be paid the pro-rata rate for the same time paid the driver.
- (d) The meals provided for herein are in lieu of any other meal allowance said employees may be entitled to under the provisions of any other agreement, practice or working conditions.
- (e) Amtrak may substitute a \$29.50 per diem allowance in lieu of meals for each work day that covered employees perform compensated service, whether providing lodging or camp cars.<sup>30</sup>

Lodging may be provided by camp cars or public/corporate facilities. When provided in public/corporate facilities each employee shall have a separate bed at least three (3) feet from the next nearest bed.

VIII. The Chief Engineer and the General Chairman or their designated representatives will meet to jointly review the following:

- (a) The locations where labor for hire is available for Corridor gangs.
- (b) The Seniority Roster that embraces the area, to determine if that particular roster is overburdened by Corridor employees.
- (c) In the event it is determined that such condition exists and labor for hire is not available at other locations, the Chief Engineer and the General Chairman, or their designated representatives, will jointly prepare a list of the individual Seniority Districts within the regions that are not overburdened with Corridor employees.
- (d) Newly-hired Corridor employees, hired where it has jointly been determined that Seniority Rosters are overburdened, will be given fifteen (15) days in which to make a written option for a home seniority district from the list submitted by the Chief Engineer and General Chairman, or their designated representatives. In the event the employee does not exercise his right to option for a home seniority district within the time limits herein provided, assignment of a home seniority district will be made by the Chief Engineer and the General Chairman, or their designated representatives, in writing, with copies to be forwarded to the employee involved.
- (e) In the event the conditions outlined above do not exist, employees hired for a Corridor gang will be assigned to the seniority roster at the location hired in accordance with the applicable provisions of the Schedule Agreement.
- (f) Seniority will accrue to such newly-hired employees as provided in the applicable Schedule Agreement.

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<sup>30</sup> Amended effective December 9, 1997. 69

IX. In the matter of discipline, appeals will be handled as provided in Rule 74.

The manner of handling appeals other than discipline will be in accordance with the provisions of the last paragraph of Rule 75.

X. Rates of Pay.

The rates of pay for a position regularly assigned to the Corridor Units established pursuant to the terms of this Agreement, will be agreed upon by the Director of Labor Relations and General Chairman, and included in a supplement hereto.

XI. Work Week

- (a) The normal work week for employees assigned to positions in units established pursuant to this Agreement, will consist of five (5) days of eight (8) straight time hours each, with two (2) consecutive rest days. An original determination of whether a unit is to be established for five (5) or four (4) ten (10) hour work days with three (3) consecutive rest days, shall be made in a notice to be given to the General Chairmen. When it is known in advance that a five (5) day week will not be practicable and feasible for the duration of the unit, those times will be specified in such notice. At all other times, the Chief Engineer may change the work week from five (5) days to four (4) days, or vice versa, upon at least five (5) days written notice to the involved employees and the General chairman, except that such changes may be made in less than five (5) days upon concurrence of the General Chairmen.
- (b) For vacation purposes or any other situation where work days are counted as accumulative days, employees working a four (4) ten (10) hour day work week, will be credited with working five (5) work days in that work week.
- (c) Holidays falling on the second or third work day of employees assigned to a four (4) ten (10) hour day work week, may, by agreement between the Chief Engineer and General Chairmen, be changed to the first or fourth work day of the work week.

XII. Days referred to - meaning of

The days referred to in this Agreement mean calendar days.

XIII. Technician

1. Establishment and Selection

- (a) The new Technician classification may be established only in the units listed in 13, 14, and 16 above unless agreed upon for other units by the General Chairman and Assistant Chief Engineer Maintenance of Way and Structures. Technicians may operate, maintain and repair the equipment to which assigned. The rate of pay for Technician is \$13.70 per hour subject to general wage increases. Amtrak will train those interested and qualified as of June 27, 1992 to operate the Unimats and MDZ Surfacing units in seniority order as needed and reclassify them Technicians, before utilizing the procedure for filling Technician positions outlined herein. Such employees not holding positions on the Unimat or MDZ, on June 27, 1992, were required to notify the Assistant Chief Engineer by August 23, 1992 of such interest.
- (b) New Technician positions will be advertised to employees holding seniority in the Engineer Work Equipment class (qualified as EWE-A, NEC Agreement or MO-A, Corporate Agreement) and to employees holding seniority in the Repairman MW Equipment class. Qualifications being

sufficient, employees in the EWE class, NEC Agreement, or MO-A class, Corporate Agreement shall have preference. Then preference shall be given to employees in the MW Repairman Equipment class. Amtrak will train the successful applicants in accordance with the Training Agreement of August 1977. Those who pass the prescribed training will be qualified as Technicians and awarded a seniority date on the appropriate Rule 89 roster equal to the date the employee started training.

- (c) In the event the employee requests, or is required to give a reasonable and practical demonstration of his qualifications for a technician position, the Company must give uniform job related tests based on reasonable job related criteria in order to ascertain initial qualifications for Technician positions. The General Chairman or his designated representative shall have the right to inspect the tests and/or criteria and results of such tests to determine that the application of such tests and/or criteria are uniform to all employees.

2. Retention on Position

Employees initially awarded Technician positions will remain on the position from January 1 to December 31 of the year. If the unit is initially advertised and awarded after January 1, employees awarded the positions will remain on the position until December 31 of that year. Thereafter, employees will be permitted to exercise an option between November 1-15 to elect to remain on the position for the following year or exercise their seniority and displace back to their home seniority Districts effective January 1. An employee so assigned may be released by agreement between the General Chairman and the Assistant Chief Engineer in cases of hardship.

3. Winter Overhaul

When the units are shopped for winter overhaul, the unit repairman will have first preference for overtime. During winter overhaul, the Technicians will function in a similar manner as Contract Tamper Operators function under the Contract Tamper Operator Agreement.

SIDE LETTER ON FOLLOWING PAGE

RULE 90-A     TRACK UNITS - SOUTHERN DISTRICT

I. District Units

AMTRAK may establish one or more of the following units not assigned fixed headquarters to work over the Southern District:

- 1. Tie Installation Unit
- 2. Surfacing Unit
- 3. Mechanical Brush Gang
- 4. Rail Laying Gang
- 5. Undercutter Gang
- 6. Rail Welding Gang
- 7. Panel Renewal System

Auxiliary forces that may work in conjunction with the above units:

- 1. Crossing Gang
- 2. Material Distribution Gang

Rule 89 Seniority Rights Letter Agreement  
Dated February 15, 1996

February 15, 1996

Mr. J. J. Davison  
General Chairman  
Brotherhood of Maintenance  
of Way Employes  
P.O. Box 138  
Mansfield, MA 02048-0138

Mr. Jed Dodd  
General Chairman  
Brotherhood of Maintenance  
of Way Employes  
1930 Chestnut Street, Suite 607-609  
Philadelphia, PA 19103

Mr. P. K. Geller  
General Chairman  
Brotherhood of Maintenance  
of Way Employes  
29 West 130<sup>th</sup> Street, Suite B  
Hinckley, OH 44233

Dear Gentlemen:

This refers to our recent discussions regarding seniority rights to positions on Corridor Gangs established under Rule 89 of the Northeast Corridor Agreement.

The agreement amending Rule 89 effective January 1, 1995, froze or eliminated all Rule 89 rosters other than Technicians. Thereafter, employees awarded positions in Rule 89 gangs, who do not already have seniority in such class, establish seniority in the appropriate class in their home seniority district.

We recently discussed the fact that in the awarding of MW Repairman positions on Rule 89 gangs, there is no corresponding classification or roster on either the MBTA or the Northeast Corridor Northern District on which employees in those territories can establish seniority in that class.

Consistent with our discussion and the intent of the modification to Rule 89 noted above, it is agreed that MW Equipment Repairman Seniority Rosters will be maintained for the above mentioned territories, effective January 1, 1995, solely to preserve the seniority rights of affected employees to positions on Corridor Gangs established under Rule 89.





## II. Notice to be Given

When AMTRAK intends to establish a District Unit to work over the Southern District, it shall give at least thirty (30) days written notice thereof to the interested General Chairman; such notice to contain information relative to the following:

- (1) Type of production unit.
- (2) Description of territory over which it is programmed to work.
- (3) Length of time production gang will operate.
- (4) Number of positions in each classification assigned to the unit.
- (5) Number of days per week the unit will work.

## III. Assignment of Positions.

- (a) AMTRAK will bulletin all positions in the unit to the involved seniority district in accordance with the bulletining rules of the Agreement.
- (b) Assignment will be made in accordance with the assignment and bulletining rules of the Agreement.
- (c) Vacancies in the units subsequent to its establishment will be advertised to the involved seniority district in accordance with the bulletining rules.
- (d) An employee hired to fill a position in a unit established under this Agreement, will establish seniority on the roster on that district.
- (e) Employees assigned to positions in units established under this Agreement, will continue to retain and accumulate seniority on their home seniority district and will be considered as holding a position covered by such rosters while so assigned.

## IV. Rates of Pay

The rates of pay for a position regularly assigned to the District Units established pursuant to the terms of this Agreement, will be agreed upon by the Director of Labor Relations and General Chairman, and included as a supplement hereto.

## V. Work Week

The normal work week for employees assigned to positions in units established pursuant to this Agreement, will consist of five (5) days of eight (8) straight time hours each, with two (2) consecutive rest days. An original determination of whether a unit is to be established for five (5) eight (8) hour or four (4) ten (10) hour work days with three (3) consecutive rest days shall be made in the notice given to the General Chairmen pursuant to II above. When it is known in advance that a five (5) day week will not be practicable and feasible for the duration of the unit, those times will be specified in such notice. At all other times, the Chief Engineer may change the work week from five (5) days to four (4) days, or vice versa, upon at least five (5) days written notice to the involved employees and the General Chairman, except that such changes can be made in less than five (5) days upon the concurrence of the General Chairman.

## VI. Operation of the District Units

- (a) Employees assigned to units established pursuant to the terms of this Agreement, may perform the primary duties of their position and any other work generally recognized as work of their particular classification throughout the division, without regard to working zones.

- (b) When extra help is required by the unit while enroute, it shall be furnished by the division from among available employees in the zone in which the work is being performed. Such assigned employees are not required to follow the unit outside of their zone, or more than thirty (30) road travel miles from their headquarters point.

VII.<sup>31</sup> Travel Allowance.

- (a) Employees assigned to positions in one of these units established pursuant to this Agreement, will be allowed a travel allowance of:
  - (1) \$12.50 for each week end trip from their homes to the Camp Cars, including the initial trip in establishing the unit.
  - (2) \$12.50 for each week end trip from the Camp Cars to their homes, including the final trip after termination of the unit.

However, an employee assigned to a unit working a four (4) day week shall forfeit twenty-five percent (25%) (twenty percent (20%) when working a five (5) day week) of such travel allowance for each day of the work week on which compensation paid him by AMTRAK for service performed has not been credited. Compensation referred to in this section is understood to include that received for holidays under Article II of the Agreement of August 21, 1954 as amended.

- (b) The payment referred to in Section (a) hereof, is to cover any expenses these employees may incur while making such week end trips and is in lieu of all other compensation said employees may be entitled to under the provisions of any other agreement, practice or working condition for such weekends.
- (c) The provisions of this Article are not applicable to trips made by employees to and from their homes on legal holidays.
- (d) Employees living in Camp Cars will be transported to the nearest point where rail transportation is available to make weekend trips to their homes.
- (e) For vacation purposes or any other situation where work days are counted as accumulative days, employees working a four (4) ten (10) hour day work week, will be credited with working five (5) work days in that work week.
- (f) Holidays falling on the second or third work day of employees assigned to a four (4) ten (10) hour day work week, may, by agreement between the Assistant Chief Engineer Maintenance of Way and Structures and General Chairman, be changed to the first or fourth work day of the work week.

VIII. Meals.

- (a) The September 17, 1986, letter agreement, as modified June 27, 1992 and December 9, 1997, will be applied to the Southern District.
- (b) Where employees are entitled to lodging and meals, Amtrak may substitute a \$29.50 per diem allowance in lieu of meals for each work day that covered employees perform compensated

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<sup>31</sup> Amended effective December 9, 1997. 75

service, whether Amtrak provides camp cars or other lodging.

IX. Days Referred to - Meaning of

The days referred to in this Agreement mean calendar days.

RULE 90-B TRACK UNITS - NORTHERN DISTRICT

I. District Units

AMTRAK may establish one or more of the following units not assigned fixed headquarters to work over the Northern District:

1. Tie Installation Unit
2. Surfacing Unit
3. Mechanical Brush Gang
4. Rail Laying Gang
5. Undercutting Gang
6. TLM Maintenance Gang

Auxiliary forces that may work in conjunction with the above units:

1. Crossing Gang
2. Material Distribution Gang

II. Notice to be Given

When AMTRAK intends to establish a District Unit to work over the Northern District, it shall give at least thirty (30) days written notice thereof to the interested General Chairman; such notice to contain information relative to the following:

- (1) Type of production unit.
- (2) Description of territory over which it is programmed to work.
- (3) Length of time production gang will operate.
- (4) Number of positions in each classification assigned to the unit.
- (5) Number of days per week the unit will work.

III. Assignment of Positions.

- (a) AMTRAK will bulletin all positions in the unit to the involved seniority district in accordance with the bulletining rules of the Agreement.
- (b) Assignment will be made in accordance with the assignment and bulletining rules of the Agreement.
- (c) Vacancies in the units subsequent to its establishment will be advertised to the involved seniority district in accordance with the bulletining rules.
- (d) An employee hired to fill a position in a unit established under this Agreement, will establish seniority on the roster on that district.
- (e) Employees assigned to positions in units established under this Agreement, will continue to retain and accumulate seniority on their home seniority district and will be considered as holding a position covered by such rosters while so assigned.

#### IV. Rates of Pay

The rates of pay for a position regularly assigned to the District Units established pursuant to the terms of this Agreement, will be agreed upon by the Director of Labor Relations and General Chairman, and included as a supplement hereto.

#### V. Work Week

The normal work week for employees assigned to positions in units established pursuant to this Agreement, will consist of five (5) days of eight (8) straight time hours each, with two (2) consecutive rest days. An original determination of whether a unit is to be established for five (5) of Four (4) ten (10) hour work days with three (3) consecutive rest days shall be made in the notice given to the General Chairmen pursuant to II above. When it is known in advance that a five (5) day week will not be practicable and feasible for the duration of the unit, those times will be specified in such notice. At all other times, the Chief Engineer may change the work week from five (5) days to four (4) days, or vice versa, upon at least five (5) days written notice to the involved employees and the General Chairman, except that such changes can be made in less than five (5) days upon the concurrence of the General Chairman.

#### VI. Operation of the District Units

- (a) Employees assigned to units established pursuant to the terms of this Agreement, may perform the primary duties of their position and any other work generally recognized as work of their particular classification throughout the division, without regard to working zones.
- (b) When extra help is required by the unit while enroute, it shall be furnished by the division from among available employees in the zone in which the work is being performed. Such assigned employees are not required to follow the unit outside of their zone, or more than thirty (30) road travel miles from their headquarters point.

#### VII.<sup>32</sup> Travel Allowance.

- (a) Employees assigned to positions in one of these units established pursuant to this Agreement, will be allowed a travel allowance of:
  - (1) \$12.50 for each week end trip from their homes to the Camp Cars, including the initial trip in establishing the unit.
  - (2) \$12.50 for each week end trip from the Camp Cars to their homes, including the final trip after termination of the unit.

However, an employee assigned to a unit working a four (4) day week shall forfeit twenty-five percent (25%) (twenty percent (20%) when working a five (5) day week) of such travel allowance for each day of the work week on which compensation paid him by AMTRAK for service performed has not been credited. Compensation referred to in this section is understood to include that received for holidays under Article II of the Agreement of August 21, 1954 as amended.

- (b) The payment referred to in Section (a) hereof, is to cover any expenses these employees may incur while making such week end trips and is in lieu of all other compensation said employees may be entitled to under the provisions of any other agreement, practice or working condition for such weekends.

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<sup>32</sup> Amended effective December 9, 1997. 77

- (c) The provisions of this Article are not applicable to trips made by employees to and from their homes on legal holidays.

#### VIII. Meals and Lodging

- (a) The September 17, 1986 letter agreement, as modified June 27, 1992 and December 7, 1997, will be applied to the Northern District.
- (b) Where employees are entitled to lodging and meals, Amtrak may substitute a \$29.50 per diem allowance in lieu of meals for each work day that covered employees perform compensated service, whether Amtrak provides camp cars or other lodging.<sup>33</sup>

#### IX. Headquarters

The locations of headquarters points for district units established under this Agreement, will be established by mutual agreement between the General Chairman and the Assistant Chief Engineer. Headquarters points may be changed upon thirty-six (36) hours advance notice posted with copy to the General Chairman.

#### X. Accumulative Work Days and Holidays

- (a) For vacation purposes or any other situation where work days are counted as accumulative days, employees working a four (4) ten (10) hour day work week, will be credited with working five (5) work days in that work week.
- (b) Holidays falling on the second or third work day of employees assigned to a four (4) ten (10) hour day work week, may, by agreement between the Assistant Chief Engineer Maintenance of Way and Structures and General Chairman, be changed to the first or fourth work day of the work week.

#### XI. Days Referred to - Meaning of

The days referred to in this Agreement mean calendar days.

### RULE 90-C BRIDGE & BUILDING UNITS - NORTHERN DISTRICT

#### I. District Units

AMTRAK may establish one or more of the following units not assigned fixed headquarters to work over the Northern District:

- 1. Iron Workers
- 2. Structural Welders

#### II. Notice to be Given

When AMTRAK intends to establish a District Unit to work over the Northern District, it shall give at least thirty (30) days written notice thereof to the interested General Chairman; such notice to contain information relative to the following:

- (1) Type of production unit.

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<sup>33</sup> Amended effective December 9, 1997. 78

- (2) Description of territory over which it is programmed to work.
- (3) Length of time production gang will operate.
- (4) Number of positions in each classification assigned to the unit.
- (5) Number of days per week the unit will work.

### III. Assignment of Positions.

- (a) AMTRAK will bulletin all positions in the unit to the involved seniority district in accordance with the bulletining rules of the Agreement.
- (b) Assignment will be made in accordance with the assignment and bulletining rules of the Agreement.
- (c) Vacancies in the units subsequent to its establishment will be advertised to the involved seniority district in accordance with the bulletining rules.
- (d) An employee hired to fill a position in a unit established under this Agreement, will establish seniority on the roster on that district.
- (e) Employees assigned to positions in units established under this Agreement, will continue to retain and accumulate seniority on their home seniority district and will be considered as holding a position covered by such rosters while so assigned.

### IV. Rates of Pay

The rates of pay for a position regularly assigned to the District Units established pursuant to the terms of this Agreement, will be agreed upon by the Director of Labor Relations and General Chairman, and included as a supplement hereto.

### V. Work Week

The normal work week for employees assigned to positions in units established pursuant to this Agreement, will consist of five (5) days of eight (8) straight time hours each, with two (2) consecutive rest days. An original determination of whether a unit is to be established for five (5) eight (8) hour or four (4) ten (10) hour work days with three (3) consecutive rest days shall be made in the notice given to the General Chairmen pursuant to II above. When it is known in advance that a five (5) day week will not be practicable and feasible for the duration of the unit, those times will be specified in such notice. At all other times, the Chief Engineer may change the work week from five (5) days to four (4) days, or vice versa, upon at least five (5) days written notice to the involved employees and the General Chairman, except that such changes can be made in less than five (5) days upon the concurrence of the General Chairman.

### VI. Operation of the District Units

- (a) Employees assigned to units established pursuant to the terms of this Agreement, may perform the primary duties of their position and any other work generally recognized as work of their particular classification throughout the division, without regard to working zones.
- (b) When extra help is required by the unit while enroute, it shall be furnished by the division from among available employees in the zone in which the work is being performed. Such assigned employees are not required to follow the unit outside of their zone, or more than thirty (30) road travel miles from their headquarters point.

VII.<sup>34</sup> Travel Allowance.

- (a) Employees assigned to positions in one of these units established pursuant to this Agreement, will be allowed a travel allowance of:
    - (1) \$12.50 for each week end trip from their homes to the Camp Cars, including the initial trip in establishing the unit.
    - (2) \$12.50 for each week end trip from the Camp Cars to their homes, including the final trip after termination of the unit.
- However, an employee assigned to a unit working a four (4) day week shall forfeit twenty-five percent (25%) (twenty percent (20%) when working a five (5) day week) of such travel allowance for each day of the work week on which compensation paid him by AMTRAK for service performed has not been credited. Compensation referred to in this section is understood to include that received for holidays under Article II of the Agreement of August 21, 1954 as amended.
- (b) The payment referred to in Section (a) hereof, is to cover any expenses these employees may incur while making such week end trips and is in lieu of all other compensation said employees may be entitled to under the provisions of any other agreement, practice or working condition for such weekends.
  - (c) The provisions of this Article are not applicable to trips made by employees to and from their homes on legal holidays.

VIII. Meals and Lodging

- (a) The September 17, 1986 letter agreement, as modified June 27, 1992 and December 7, 1997, will be applied to the Northern District.
- (b) Where employees are entitled to lodging and meals, Amtrak may substitute a \$29.50 per diem allowance in lieu of meals for each work day that covered employees perform compensated service, whether Amtrak provides camp cars or other lodging.<sup>35</sup>

IX. Accumulative Work Days and Holidays

- (a) For vacation purposes or any other situation where work days are counted as accumulative days, employees working a four (4) ten (10) hour day work week, will be credited with working five (5) work days in that work week.
- (b) Holidays falling on the second or third work day of employees assigned to a four (4) ten (10) hour day work week, may, by agreement between the Assistant Chief Engineer Maintenance of Way and Structures and General Chairman, be changed to the first or fourth work day of the work week.

X. Days Referred to - Meaning of

The days referred to in this Agreement mean calendar days.

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<sup>34</sup> Amended effective December 9, 1997.

<sup>35</sup> Amended effective December 9, 1997. 80



RULE 90-D      BRIDGE REHABILITATION GANGS - SOUTHERN DISTRICT<sup>36</sup>

I.      Territory

Amtrak may establish major bridge construction or rehabilitation and major station rehabilitation and construction units not assigned fixed headquarters to work over the following 3 territories on the Southern District:

- Territory 1 -      Zone 1 (MP 134.9 to and including Gunpowder River Bridge, MP 79.0);  
                         Zone 2 (Gunpowder River Bridge, MP 79.0 to Darby Creek, MP 6.4 [including Bear Maintenance of Way Equipment Repair Facility]); and  
                         Zone 1A (Lorton, VA Auto Train facility and former Washington Terminal territory).
- Territory 2 -      Zone 3 (Harrisburg, PA MP 105.4 to Philadelphia, PA MP 21.0); and  
                         Zone 4 (Philadelphia territory, MP 21.0 [to west], MP 6.4 [to south] and MP 76.0 [to north]).
- Territory 3 -      Zone 5 (East of Holmes Tower, MP 76.0 to Hunter, MP 11.0); and  
                         Zone 6 (Hunter, MP 11.0 to Shell Tower, New Rochelle, NY, MP 18.7, [including Sunnyside Yard] and the West Side Connection, MP 0.0 to MP 10.82).

II.      Operation of Southern District Bridge Rehabilitation Gangs

- (a)      Amtrak may establish one (1) Southern District Bridge Rehabilitation Gang in each of the territories defined in Section I above.
- (b)      The complement of each Southern District Bridge Rehabilitation Gang shall not exceed twelve (12) employees.
- (c)      Southern District Bridge Rehabilitation Gangs are restricted to performing only major construction or rehabilitation of bridges and major rehabilitation and construction of stations.
- (d)      The November 3, 1976, Special Construction Agreement shall not apply to gangs established under this rule.

III.      Notice to be Given

When Amtrak intends to establish a Southern District Bridge Rehabilitation Gang, it shall give at least thirty (30) days written notice thereof to the interested General Chairman; such notice to contain information relative to the following:

- (1)      Description of territory over which it is programmed to work.
- (2)      Length of time gang will operate.
- (3)      Number of positions in each classification assigned to the unit.

IV.      Work Week

- (a)      The work week shall be 4 ten hour days with hours and rest days governed by Rules 32 and 42(a)-(f) and (h) of the agreement.
- (b)      For vacation purposes or any other situation where work days are counted as accumulative days, employees working a four (4) ten (10) hour day work week, will be credited with working five (5) work days in that work week.

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<sup>36</sup> Adopted December 9, 1997.

- (c) Holidays falling on the second or third work day of employees assigned to a four (4) ten (10) hour day work week, may, by agreement between the Assistant Chief Engineer Structures and the General Chairman, be changed to the first or fourth work day of the work week.

V. Travel Allowance

- (a) Employees assigned to positions in one of these units established pursuant to this Agreement, will be allowed a travel allowance of:
  - (1) \$12.50 for each weekend trip from their homes to the lodging site, including the initial trip in establishing the unit.
  - (2) \$12.50 for each weekend trip from the lodging site to their homes, including the final trip after termination of the unit.

However, an employee assigned to a unit working a four (4) day week shall forfeit twenty-five percent (25%) of such travel allowance for each day of the work week on which compensation paid him by Amtrak for service performed has not been credited. Compensation referred to in this section is understood to include that received for holidays under Article II of the Agreement of August 21, 1954, as amended.

- (b) The payment referred to in Section (a) hereof, is to cover any expenses these employees may incur while making such weekend trips and is in lieu of all other compensation said employees may be entitled to under the provisions of any other agreement, practice or working condition for such weekends.
- (c) The provisions of this Article are not applicable to trips made by employees to and from their homes on legal holidays.
- (d) Employees in lodging will be transported to the nearest point where rail transportation is available to make weekend trips to their homes.

VI. Meals and Lodging

- (a) Three (3) meals a day on each work day will be furnished at the expense of Amtrak to those employees holding regularly assigned positions in the unit.
- (b) Amtrak may substitute a \$29.50 per diem allowance in lieu of meals for each work day that covered employees perform compensated service.
- (c) Amtrak shall provide suitable lodging in which each employee shall have a separate bed at least three (3) feet from the next nearest bed.

VII. Headquarters

The location of headquarters points shall be the carrier designated lodging site unless otherwise agreed to by the General Chairman and Assistant Chief Engineer. Headquarters points may be changed upon seventy-two (72) hours advance notice posted with a copy to the General Chairman.

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RULE 90-E      CATENARY CONVERSION GANGS - SOUTHERN DISTRICT<sup>37</sup>

I.      Territory

Amtrak may establish catenary conversion gangs not assigned fixed headquarters to work over the following territories on the Southern District:

- Territory 1 -      Washington Terminal to Ragan (MP 29.3)
- Territory 2 -      Ragan (MP29.3) to Holmes (MP 76.0), and  
                                 Harrisburg to Philadelphia, Pennsylvania
- Territory 3 -      Holmes (MP 76.0) to Harold Interlocking (MP 4.3)

II.      Operation of Southern District Catenary Conversion Gangs

- (a)      Amtrak may establish one (1) Southern District Catenary Conversion Gang in each of the territories defined in Section 1 above. The maximum consist of gangs established under this rule shall be 14 employees; however, it is understood that up to five (5) trainees may be placed with such gangs, consistent with the ET Training Agreement, and such trainees shall not be counted as part of the gang consist. It is further understood that for pre-determined overtime purposes, all qualified rostered employees in the involved territory, as defined in Section 1 above, will be called before Trainees placed with such gangs.
- (b)      Southern District Catenary Conversion Gangs are restricted to performing work necessary for the conversion of the existing Catenary System to a Constant Tension System.
- (c)      The November 3, 1976, Special Construction Agreement shall not apply to gangs established under this rule.

III.      Notice To Be Given

When Amtrak intends to establish a Southern District Catenary Conversion Gang, it shall give at least thirty (30) days written notice thereof to the interested General Chairman; such notice to contain information relative to the following:

- (1)      Description of territory over which it is programmed to work.
- (2)      Length of time gang will operate.
- (3)      Number of days per week the unit will work.
- (4)      Number of positions in each classification assigned to the unit.

Note:      It is understood that not more than two (2) HRO/Lineman positions shall be established for each Catenary Car/Hi-Rail Vehicle assigned to the unit.

IV.      Work Week, Hours and Rest Days

- (a)      Except as provided in paragraph (b) below, the work week, hours and rest days shall be governed by Rules 32 and 42 (a)-(f) and (h) of the agreement. The work week may only be changed from five (5) days to four(4) days, or vice versa, upon at least five (5) days advance written notice to the involved employees and the General Chairman. For vacation purposes or any other situation where work days are counted as accumulative days, employees working a four (4) ten (10) hour day work week, will be credited with working five (5) work days in that work week.

NOTE: It is understood that five day assignments may be established working either a Saturday or

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<sup>37</sup> Adopted December 9, 1997

a Sunday, and if so established, shall be paid the \$1.00 per hour incentive provided in Rule 32.

- (b) Changing from one shift to another for a specified period shall not require readvertisement provided the majority of employees in the gang agree with such change and it is approved by the General Chairman. A copy of the notice of change, signed by the majority of the employees indicating their concurrence, shall be furnished to the General Chairman for his approval.
- (c) Holidays falling on the second or third work day of employees assigned to a four (4) ten (10) hour day work week, may, by agreement between the Assistant Chief Engineer Structures and the General Chairman, be changed to the first or fourth work day of the work week.

#### V. Travel Allowance

- (a) Employees assigned to positions in one of these units established pursuant to this Agreement, including trainees assigned to such gang outside their home work zone, will be allowed a travel allowance of:
  - (1) \$12.50 for each weekend trip from their homes to the Lodging site, including the initial trip in establishing the unit.
  - (2) \$12.50 for each weekend trip from the Lodging site to their homes, including the final trip after termination of the unit.

However, an employee assigned to a unit working a four (4) day week shall forfeit twenty-five percent (25%) of such travel allowance for each day of the work week on which compensation paid him by Amtrak for service performed has not been credited. Compensation referred to in this section is understood to include that received for holidays under Rule 48.
- (b) The payment referred to in Section (a) hereof, is to cover any expenses these employees may incur while making such weekend trips and is in lieu of all other compensation said employees may be entitled to under the provisions of any other agreement, practice or working condition for such weekends.
- (c) The provisions of this Article are not applicable to trips made by employees to and from their homes on legal holidays.
- (d) Employees in lodging will be transported to the nearest point where rail transportation is available to make weekend trips to their homes.

#### VI. Meals and Lodging

- (a) Three (3) meals a day on each work day will be furnished at the expense of Amtrak to those employees holding regularly assigned positions in the unit, including trainees who are assigned to such gang outside their home work zone.
- (b) Amtrak may substitute a \$29.50 per diem allowance in lieu of meals for each work day that covered employees perform compensated service, including trainees assigned to such gang outside their home work zone.
- (c) Upon request, Amtrak shall provide lodging in which each employee, including trainees assigned to such gang outside their home work zone, shall have a separate bed at least three (3) feet from the next nearest bed.

NOTE: In the application of Articles V and VI of this agreement, it is understood that a trainee's home work zone is the work zone where his first assignment was made.

VII. Headquarters

Except as otherwise agreed by the General Chairman and the Chief Engineer - Electric Traction, the headquarters point shall be the designated lodging facility. Headquarters points may be changed upon seventy-two (72) hours advance notice posted with a copy to the General Chairman.

RULE 91            HEALTH AND WELFARE<sup>38</sup>

- (a) Benefit levels and other health and welfare provisions including but not limited to those relating to eligibility, delivery of medical services, cost-sharing, and cost containment, agreed to in agreement between the National Carriers Conference Committee and the Brotherhood of Maintenance of Way Employes, dated July 29, 1991, imposed pursuant to Public Law 102-29, will be applicable to this agreement except as provided below.
- (b) Notwithstanding those provisions, Amtrak reserves its right consistent with the decision of Special Board of Adjustment No. 1029, and consistent with the jointness principles, that Amtrak may, with 90 days' notice to the union, pull out of GA-23000 and/or GA-46000, and select a substitute insurer or self-insured system, provided, that the benefit levels thereunder are not changed from those agreed to in the Agreement between the National Carriers Conference Committee and the Brotherhood of Maintenance of Way Employes, dated July 29, 1991, imposed pursuant to Public Law 102-29, (unless changed by future collective bargaining between Amtrak and the BMW). Amtrak need not wait for final completion of the joint administrative and trust-details before making the conversion.
- (c)<sup>39</sup> Notwithstanding the above provisions, employees covered by this agreement will contribute to health care costs in accordance with the provisions of Article I, Section 5 and Article II, Parts B and C, of the December 9, 1997, AMTRAK/BMWE agreement.

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<sup>38</sup> Revised June 27, 1992

<sup>39</sup> Amended effective December 9, 1997.

## JOINTNESS PRINCIPLES

The parties agree to develop a plan for labor and management to jointly operate and administer a health and welfare benefits plan. The parties will discuss arrangements to effectuate this, including establishing a trust, that would have adequate safeguards and guidelines for efficient and professional administration of the plan, including the use of an appointed neutral to act within a defined jurisdiction to resolve differences between the parties.

In order to assure competitiveness and from an administrative and economical perspective, the plan would necessarily be bid periodically, every three years, for example, unless the parties agreed that the plan would not be bid a particular year.

Selection of an insurance carrier would be on the basis of the best bid from a qualifying insurance carrier with appropriate regard to the performance record in handling the Amtrak plan or similar plan(s). However, if the insurance carrier would be changed in the next two years, Metropolitan may be selected based on their current bid.

Specifically, Amtrak retains its right to self insure if such would be more economically beneficial and assure the same quality level of administration.

Amtrak will make every effort to design a proposed joint committee plan and share it with the union promptly. BMW is also committed to reaching an agreement as soon as possible regarding the design and implementation of this joint administrative plan, including the selection of a neutral chairman of the committee.

Both parties understand that a health insurance plan and any agreement with respect to the administration of that plan will permit Amtrak employees of other crafts to be covered, as well as allow their representatives to participate in the work of the committee. However, "benefit levels and other health and welfare provisions" cannot be changed except with the joint approval of BMW and Amtrak.

Attachment "B",  
dated December 9, 1997

#### **OCCUPATIONAL HEALTH WORK RELATED INJURY PROJECT**

BMW & Amtrak shall jointly investigate with a consultant of BMW's and Amtrak's choosing and paid for by Amtrak, ways to improve access to quality health care and innovative cost effective programs to care for occupationally injured employees. By October 1, 1998, the parties agree to create and implement a "pilot project" based on the recommendations of the consultant. This project will recognize the parties' obligation to comply with applicable federal law.

Amtrak and the BMW agree that Commonwealth Consulting shall be the first choice as consultant.

RULE 92            EMPLOYEE INFORMATION

Amtrak will provide each General Chairman with a list of employees who are hired or terminated, their home addresses, and Social Security Numbers, if available, otherwise the employee's identification numbers. This information will be limited to the employees covered by this Agreement and will be furnished to the respective General Chairman within whose jurisdiction the employees are hired or terminated. The data will be supplied within thirty (30) days after the end of the month in which the employee is hired or terminated. Where Amtrak cannot meet the thirty (30) day requirement, the matter will be worked out with the General Chairman.

RULE 93            BEREAVEMENT LEAVE<sup>40</sup>

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

QUESTIONS AND ANSWERS ON FOLLOWING PAGE

RULE 94            SUPPLEMENTAL SICKNESS<sup>41</sup>

The provisions of Article IV of the Agreement between the National Carriers Conference Committee and the Brotherhood of Maintenance of Way Employes, dated July 29, 1991, imposed pursuant to Public Law 102-29 by reference are made a part of this agreement as though repeated here verbatim.

RULE 95            UNION SHOP - DUES DEDUCTION

The Union Shop and Dues Deductions provisions as set forth in Supplement, are incorporated in and made a part of this Agreement.

<sup>42</sup>RULE 96            OFF-TRACK VEHICLE ACCIDENTS

The benefits and protection provided under the terms and provisions of the agreement covering accidents involving off-the-track vehicles authorized by Railroad to transport employees entered into at Washington, D. C. on February 10, 1971, and effective May 1, 1971, together with the amendments and interpretations made or agreed upon by proper authority from time to time, including the changes in benefit levels as set forth in Article X of the September 26, 1996, NCCC/BMWE agreement, will be applied to employees of Amtrak and will be considered part of this Agreement to the same extent it would be if Amtrak were a party to that agreement. Benefits under this Rule will be paid for covered accidents occurring on or after May 19, 1976.

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<sup>40</sup> Revised October 30, 1978 National Agreement

<sup>41</sup> Revised June 27, 1992

<sup>42</sup> Revised December 9, 1997





Q-1: How are the three calendar days to be determined?

A-1: An employee will have the following options in deciding when to take bereavement leave:

- a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty; or
- b) three consecutive calendar days, ending the day of the funeral service; or
- c) three consecutive calendar days, ending the day following the funeral service.

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

Example: Employee has a work week of Monday to Friday - off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

A-3: A maximum of two days.

Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

A-4: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

RULE 97      ENTRY RATES<sup>43</sup>

- (a) For the first 12 calendar months of employment employees will be paid 90% of the applicable rates of pay (including COLA).
- (b) For the second 12 calendar months of employment employees will be paid 95% of the applicable rates of pay (including COLA).
- (c) At the conclusion of the second period specified in (b) above, employees will be paid at 100% of the applicable rates of pay (including COLA).
- (d) An employee will be credited with a "month of employment" if the employee retains seniority in that month.
- (e) Employees who have had an employment relationship with Amtrak and are rehired will be paid at established rates after completion of a total of twenty-four (24) months of combined service.
- (f) Service in a craft not represented by the BMWWE shall not be considered in determining periods of employment under this rule.
- (g) Employees who have had a previous employment relationship with a carrier in a craft represented by the BMWWE and are subsequently hired by Amtrak will receive credit toward completion of the twenty-four (24) month period for any month in which compensated service was performed in such craft, provided that such compensated service last occurred within one year from the date of subsequent employment.
- (h) Entry Rates will not be applied to Maintenance of Way Repairmen

RULE 98      REPRINTING THE AGREEMENT<sup>44</sup>

Amtrak shall print and distribute copies of the agreement, as amended, to all affected employees within ninety (90) days after the parties have agreed and approved the contents of the agreement.

RULE 99      PERSONAL LEAVE<sup>45</sup>

Section 1

A maximum of two days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982, shall be entitled to one day of personal leave in subsequent calendar years.

Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982, shall be entitled to two days of personal leave in subsequent calendar years.

Section 2

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<sup>43</sup> Revised June 27, 1992

<sup>44</sup> Revised December 9, 1997

<sup>45</sup> December 11, 1981 National Agreement, adopted April 22, 1982

- (a) Personal leave days provided in Section 1 may be taken upon 48 hours advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.
- (b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
- (c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute work on a position vacated among other employees covered by the agreement with the organization signatory hereto.
- (d)<sup>46</sup> Where personal leave days are taken either immediately preceding or following a holiday, the work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day is considered as the qualifying day for holiday purposes.

RULE 100      TERMINATION OF SENIORITY<sup>47</sup>

The seniority of any employee whose seniority under an agreement with BMW is established after the date of this Agreement and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

The "365 consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an I.C.C. employee protection order or an employee protection agreement or arrangement.

RULE 101      AMTRAK/LABOR PRODUCTIVITY COUNCIL<sup>48</sup>

The BMW and Amtrak will immediately establish a joint labor/management productivity council. The Council's purpose is to achieve real, measurable cost savings through a joint process yielding benchmarks for productivity increases and strategies to achieve them.

The Council would be based on a structure of mutual representation and consensual decision-making similar to the Amtrak/BMW Safety Program. The BMW and management shall each designate employee representatives in writing, and may revoke such designations at any time. Employee representatives designated by the BMW shall be reimbursed in accordance with the schedule agreement. All costs of the Council shall be borne by Amtrak.

The Council will select a mutually agreed-upon third party -- government, private sector business, non-profit or otherwise -- to help develop benchmarks and to evaluate labor and management's progress toward those measurable goals.

Benchmarking and goal setting are not new to the transportation industry -- and especially not new to railroads. In fact, Amtrak already has the facility to collect and compare work performance.

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<sup>46</sup> Adopted by Agreement dated January 5, 1987.

<sup>47</sup> October 17, 1986 National Agreement, adopted January 5, 1987

<sup>48</sup> Adopted December 9, 1997

This process would provide a forum for discussions to encourage labor participation in job scheduling and design, and other logistics. Similar work-teams are used in the auto industry and other businesses to cost-engineer projects and work processes.

The Council will work to identify possible steps for improvement in such areas as:

1. Organization and execution of proposed capital construction projects.
2. Effective use of new technology.
3. Current and proposed modes of work organization and methods.
4. Training.
5. Issues of workplace quality of life and fair treatment.

Possible specific cost reduction or revenue improvement targets/goals include, for example:

1. Reducing costs related to injuries.
2. Efficient use of materials and reduction of wastage.
3. Reducing other costs associated with job planning and execution.
4. Increasing productivity in core activities such as tie installation, track construction and renewal, bridge reconstruction, catenary inspection, etc.
5. Increasing revenue through on-time performance.

**Contracting-In.** It is anticipated that productivity enhancements will permit additional Amtrak work to be performed and increase crew availability of contracting-out to other railroads (commuters and freight), thereby growing revenue.

**Distribution of Benefits of Savings.** As productivity enhancement targets are established in all areas, periodic reviews of benchmarked activities shall evaluate progress toward those goals and the value of increased efficiencies and savings to Amtrak's bottom line. Savings up to \$3.0 million annually would primarily benefit Amtrak's bottom line. (Employees shall receive 20 percent of the benefits of the savings, while the company receives 80 percent.) However, if total annual savings exceeds \$3.0 million per year, 50 percent of those savings shall be paid to employees as a bonus above normal wages and payments.

RULE 102      SAFETY<sup>49</sup>

See the attached April 4, 1996, Amtrak-BMWE System Safety Agreement.

RULE 103      MORATORIUM<sup>50</sup>

- (a) This Agreement includes the settlement of the disputes growing out of any and all notices served on Amtrak by the BMWE, and proposals dated October 27, 1995, served by Amtrak for concurrent handling therewith and shall remain in effect through December 31, 1999, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act.
- (b) No party to this Agreement shall serve, prior to November 1, 1999 (not to become effective before

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<sup>49</sup> Amended April 4, 1996

<sup>50</sup> Revised December 9, 1997

January 1, 2000), any notice or proposal which relates to the subject matter of the provisions of this Agreement or which proposes matters covered by the proposals of the parties specified in paragraph (a) above and any proposals in pending notice relating to such subject matters are hereby withdrawn.

- (c) This Article will not bar the National Railroad Passenger Corporation and the Brotherhood of Maintenance of Way Employes from agreeing upon any subject of mutual interest.

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Forms of Roster

(SAMPLE FORM OF ROSTER)

AMTRAK

Seniority Roster of Employees Covered by  
 Agreement between Amtrak and the Brotherhood of Maintenance of Way Employes

TRACK DEPARTMENT

NAME	DATE ENTERED SERVICE	SENIORITY IN CLASS					
		FOREMAN		ASSISTANT FOREMAN		TRACKMAN	
		RANK	DATE	RANK	DATE	RANK	DATE

REVISED (DATE OF REVISION)

Revised  
 Date Posted  
 Time Limit of Appeal Expires

(Signature of Officer Issuing Roster)

(Signature of Representative)



(SAMPLE FORM OF ROSTER)

AMTRAK

Seniority Roster of Employees Covered by  
Agreement between Amtrak and the Brotherhood of Maintenance of Way Employees

WORK EQUIPMENT ENGINEER

MACHINE OPERATOR

REVISED (DATE OF REVISION)

QUALIFICATIONS FOR  
WORK EQUIPMENT ENGINEER

Name of Equip.	Name of Equip.
A-	K-
B-	L-
C-	M-
D-	N-
E-	O-
F-	P-
G-	Q-
H-	R-
I-	S-
J-	T-

QUALIFICATIONS FOR  
MACHINE OPERATOR

Name of Equip.	Name of Equip.
A-	K-
B-	L-
C-	M-
D-	N-
E-	O-
F-	P-
G-	Q-
H-	R-
I-	S-
J-	T-

NAME	DATE ENTERED SERVICE	SENIORITY IN CLASS					
		ENGINEER WORK EQUIPMENT			MACHINE OPERATOR		
		RANK	DATE	QUALIFICATIONS	RANK	DATE	QUALIFICATIONS

Revised  
Date Posted  
Time Limit of Appeal Expires

(Signature of Officer Issuing Roster)

(Signature of Representative)

Forms of Roster

(SAMPLE FORM OF ROSTER)

AMTRAK

Seniority Roster of Employees Covered by  
 Agreement between Amtrak and the Brotherhood of Maintenance of Way Employees

OXY-ACETYLENE WELDER GROUP

NAME	DATE ENTERED SERVICE	SENIORITY IN CLASS					
		FOREMAN		WELDER		MACHINE OPERATOR	
		RANK	DATE	RANK	DATE	RANK	DATE

REVISED (DATE OF REVISION)

This form of roster to be used  
 for other Track Welders.

Revised  
 Date Posted  
 Time Limit of Appeal Expires

(Signature of Officer Issuing Roster)

(Signature of Representative)

(SAMPLE FORM OF ROSTER)  
AMTRAK  
 Seniority Roster of Employees Covered by  
 Agreement between Amtrak and the Brotherhood of Maintenance of Way Employes  
 TRUCK DRIVER

NAME	DATE ENTERED SERVICE	SENIORITY IN CLASS	
		RANK	DATE

REVISED (DATE OF REVISION)

This form of roster to be used  
 for other classes of employees  
 appearing on a separate roster;  
 (ie) Crossing Watchman,  
 Lampman, etc.

Revised  
 Date Posted  
 Time Limit of Appeal Expires

(Signature of Officer Issuing Roster)

(Signature of Representative)

Forms of Roster

(SAMPLE FORM OF ROSTER)

AMTRAK

Seniority Roster of Employees Covered by  
Agreement between Amtrak and the Brotherhood of Maintenance of Way Employees

BRIDGE AND BUILDING DEPARTMENT

NAME	DATE ENTERED SERVICE	SENIORITY IN CLASS							
		FOREMAN		ASSISTANT FOREMAN		B&B INSPECTOR		B&B MECHANIC	
		RANK	DATE	RANK	DATE	RANK	DATE	RANK	DATE

REVISED (DATE OF REVISION)

This form of roster will be used for each craft in the Bridge and Building Department. B&B Inspectors will be shown on roster of craft from which promoted.

Revised  
Date Posted  
Time Limit of Appeal Expires

(Signature of Officer Issuing Roster)

(Signature of Representative)

(SAMPLE FORM OF ROSTER)  
AMTRAK  
 Seniority Roster of Employees Covered by  
 Agreement between Amtrak and the Brotherhood of Maintenance of Way Employees  
 ELECTRIC TRACTION DEPARTMENT  
 CATENARY AND TRANSMISSION

NAME	DATE ENTERED SERVICE	FOREMAN		GANG FOREMAN		LINEMAN		LINEMAN HELPER	
		RANK	DATE	RANK	DATE	RANK	DATE	RANK	DATE

REVISED (DATE OF REVISION)

This form of roster to be used  
 for Third Rail and Electrolysis

Revised  
 Date Posted  
 Time Limit of Appeal Expires

(Signature of Officer Issuing Roster)

(Signature of Representative)

Forms of Roster

(SAMPLE FORM OF ROSTER)  
AMTRAK  
 Seniority Roster of Employees Covered by  
 Agreement between Amtrak and the Brotherhood of Maintenance of Way Employes  
 ELECTRIC TRACTION DEPARTMENT  
 ELECTRICIAN SUB STATION

NAME	DATE ENTERED SERVICE	FOREMAN		GANG FOREMAN		ELECTRICIAN		ELECTRICIAN HELPER	
		RANK	DATE	RANK	DATE	RANK	DATE	RANK	DATE

REVISED (DATE OF REVISION)

This form of roster to be used for other classes of employees in the E.T. Department, ie, Third Rail, etc.

Revised  
 Date Posted  
 Time Limit of Appeal Expires

(Signature of Officer Issuing Roster)

(Signature of Representative)

(SAMPLE FORM OF ROSTER)  
AMTRAK  
 Seniority Roster of Employees Covered by  
 Agreement between Amtrak and the Brotherhood of Maintenance of Way Employes  
 ELECTRIC TRACTION DEPARTMENT  
 M. W. ELECTRICIAN

NAME	DATE ENTERED SERVICE	GANG FOREMAN		M.W. ELECTRICIANS		M.W. ELECTRICIAN HELPER	
		RANK	DATE	RANK	DATE	RANK	DATE

REVISED (DATE OF REVISION)

Revised  
 Date Posted  
 Time Limit of Appeal Expires

(Signature of Officer Issuing Roster)

(Signature of Representative)

Forms of Advertisement

SAMPLE FORM OF BULLETIN  
AMTRAK

District \_\_\_\_\_

\_\_\_\_\_ Zone  
Advertisement No.

To employees covered by Agreement between Amtrak and Brotherhood of Maintenance of Way Employes.

(City or Town)

Applications for the following (permanent/temporary) position will be accepted by the Officer named below until

\_\_\_\_\_ P.M., \_\_\_\_\_  
(Hour) (Date)

Position	Foreman-Track
Headquarters	(Show Location)
Territory	(Define Limits)
Qualifications	Must Pass Satisfactory Examination (Rule 2)
Duties	Supervise Trackmen in watching, maintaining and construction of track, roadbed, and such other duties as required of a Foreman; recording of time and material consumed, etc.
Tour of Duty	7:00 A.M. - 12:00 Noon; 12:30 P.M. - 3:30 P.M.
of duty.	Daily except (rest days), subject to call outside tour
Rate of Pay	(Insert rate)

Signature of Officer Issuing Bulletin

Posted in accordance with Rule 3.

Posted \_\_\_\_\_ A.M., \_\_\_\_\_ P.M.

Detach and Return.

Notice of Advertisement under date of \_\_\_\_\_, received and posted.

Foreman

Return to: \_\_\_\_\_  
Name of Officer Issuing Bulletin



SAMPLE FORM OF AWARD  
AMTRAK

NOTICE OF AWARD NO.  
SAME AS BULLETIN

To employees covered by Agreement between Amtrak and Brotherhood of Maintenance of Way Employees.

The (permanent/temporary) position of Foreman Track, advertised in Advertisement No. \_\_\_\_\_, has been awarded

to:

Name of Employee

effective \_\_\_\_\_.  
(Date)

Name of Officer Issuing Bulletin

Posted in accordance with Rule 3.

Synthesis of Nonoperating (M of W) National Vacation Agreements

VACATIONS

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the December 17, 1941, National Vacation Agreement and amendments thereto provided in the various national agreements, with appropriate source identifications.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provisions, the terms of the appropriate vacation agreement shall govern.

- - - - -

1 (a) An annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(Art. II - VACATIONS - Section 1(a) - 1/13/67 Agreement and  
Art. IV - VACATIONS - Section 1(a) - 2/10/71 Agreement)

(b) An annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950 - 1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

(Art. II-VACATIONS-Section 1(b)-5/17/68 Agreement and  
Art. IV-VACATIONS-Section 1(b)-2/10/71 Agreement)

(c) An annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service and not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not

necessarily consecutive.

National Vacation Agreement,  
as amended December 17, 1984

(Art. II-VACATIONS-Section 1(c)-1/13/67 Agreement and  
Art. IV-VACATIONS-Section 1(c)-2/10/71 Agreement  
Art. III-VACATIONS-Section 1(c)-3/10/78 Agreement  
Art. III-VACATIONS-Section 1(c)-11/21/81 Agreement)

(d) An annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

(Art. II-VACATIONS-Section 1(d)-1/13/67 Agreement and  
Art. IV-VACATIONS-Section 1(d)-2/10/71 Agreement  
Art. III-VACATIONS-Section 1(d)-3/10/78 Agreement  
Art. III-VACATIONS-Section 1(d)-11/12/81 Agreement)

(e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.

(Art. IV-VACATIONS-Section 1(e)-2/10/71 Agreement)

(f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

(Art. II-VACATIONS-Section 1(e)-1/13/67 Agreement and  
Art. IV-VACATIONS-Section 1(f)-2/10/71 Agreement)

(g) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of

August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(Art.II-VACATIONS-Section 1(f)-1/13/67 Agreement and  
Art.IV-VACATIONS-Section 1(g)-2/10/71 Agreement)

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(h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

(Art.II-VACATIONS-Section 1(g)-1/13/67 Agreement and  
Art.IV-VACATIONS-Section 1(h)-2/10/71 Agreement)

(i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(Art.IV-VACATIONS-Section 1(i)-2/10/71 Agreement)

(j) Effective January 1, 1973, in instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(Art.IV-VACATIONS-Section 1(j)-5/21/71 Memorandum of Agreement)

(k) Effective January 1, 1973, in instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such years on which he was in the Armed

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Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(Section 1(k) - 5/21/71 Memorandum of Agreement)

(l) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the same carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

(Art.II-VACATIONS-Section 1(i)-1/13/67 Agreement and  
Art.IV-VACATIONS-Section 1(l)-2/10/71 Agreement)

2. Insofar as applicable to the employees covered by this agreement who are also to the Vacation Agreement of December 17, 1941, as amended, Article 2 of such agreement is hereby canceled.

(Art.II-VACATIONS-Section 2 - 5/17/68 Agreement)

3. The terms of this agreement shall not be construed to deprive an employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

(Section 3 - 12/17/41 Agreement)

An employee's vacation period will not be extended by reason of

any of the eleven recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, Personal Holiday) or any day which by agreement has been substituted or is observed in place of any of the eleven holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

(Art.IV-VACATIONS-Section 3 - 2/10/71 Agreement)

4(a) Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations.

The local committee of each organization signatory hereto and the representatives of the Carrier will cooperate in assigning vacation dates.

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(b) The management may, upon reasonable notice (of thirty (30) days or more if possible, but in no event less than fifteen (15) days require all or any number of employees in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee of each organization affected signatory hereto and the proper representative of the carrier will cooperate in the assignment of remaining forces.

(Section 4(a) and (b) - 12/17/41 Agreement)

5. Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much as advance notice as possible; not less than ten days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty days' notice will be given affected employee.

If a carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation, the allowance hereinafter provided.

(Section 5 - 12/17/41 Agreement)

Such employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time under specified conditions.

(Art.I-VACATIONS-Section 4 - 8/21/54 Agreement)

6. The carriers will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employees remaining on the job, or burden the employee after his return from vacation, the carrier shall not be required to provide such relief worker.

(Section 6 - 12/17/41 Agreement)

7. Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:

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(a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment.

(b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this agreement.

(c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.

(d) An employee working on a piece-work on tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.

(e) An employee not covered by paragraphs (a), (b), (c) or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

(Section 7 - 12/17/41 Agreement)

8. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason, whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

(Art.IV-VACATIONS-Section 2 - 8/19/60 Agreement)

9. Vacations shall not be accumulated or carried over from one vacation year to another.

(Section 9 - 12/17/41 Agreement)

10.(a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief

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position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

(c) No employee will be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.



(Section 10 - 12/17/41 Agreement)

11. While the intention of this agreement is that the vacation period will be continuous, the vacation may, at the request of an employee, be given in installments if the management consents thereto.

(Section 11 - 12/17/41 Agreement)

12.(a) Except as otherwise provided in this agreement a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu thereof under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

(b) As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

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(Section 12 - 12/17/41 Agreement)

13. The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay agree that the duly authorized representatives of the employees, who are parties to one agreement, and the proper officer of the carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this agreement, provided that such changes or understandings shall not be inconsistent with this agreement.

(Section 13 - 12/17/41 Agreement)

14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall

be referred for decision to a committee, the carrier members of which shall be the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the Chief Executive of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the Carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act as amended, in the event committee provided in this section fails to dispose of any dispute or controversy.

(Section 14 - 12/17/41 Agreement)

Effective January 1, 1973, Section 15 is amended and will read as follows:

15. Except as otherwise provided herein, this Agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973 or in any subsequent year) by any carrier or organization party thereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

(Art.IV-VACATIONS-Section 2 - 2/10/71 Agreement)

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Except to the extent that articles of the Vacation Agreement of December 17, 1941, are changed by this Agreement, the said agreement and the interpretations thereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942, July 20, 1942, and July 18, 1945, and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Section 1 and 2 of this Agreement certain words and phrases

which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof.

(Art.1-VACATIONS-Section 6 - 8/21/54 Agreement)

**UNION SHOP-DUES DEDUCTION**

**UNION SHOP**

1. In accordance with and subject to the terms and conditions hereinafter set forth, all employes of the Corporation now or hereafter subject to the rules and working conditions agreement between the parties hereto shall, as a condition of their continued employment subject to such agreement, become members of the union party to this agreement representing their crafts or classes within sixty (60) calendar days of the date they first perform compensated service as such employes after the effective date of this agreement, and thereafter shall maintain membership in good standing in such union; except that such membership shall not be required of any individual until he has performed thirty (30) days of such compensated service within a period of twelve (12) consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreement.

2(a). Employes who have secured seniority under the rules and working conditions agreement and who are subsequently regularly assigned or transferred to full-time employment not covered by such agreement or are furloughed on account of force reduction will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment or furloughed as herein provided, but they may do so at their option. Should such employes return to any service covered by the said rules and working conditions agreement they shall, as a condition of their continued employment subject to such agreement, be required to become and remain members in good standing in the union within thirty (30) days from date of their return to such service.

(b). The seniority status and rights of employes granted leave of absence to serve in the Armed Forces shall not be

terminated by reason of any of the provisions of this agreement but such employes shall, upon resumption of employment, be governed by Section 1 of this Agreement.

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3. Nothing in this agreement shall require an employe to become or to remain a member of the union if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other members, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Section, dues, fees, and assessments shall be deemed to be "uniformly required" if they are required of all employes in the same status at the same time in the union.

4(a). The Corporation will furnish to the union information with respect to the employment status of employes represented by it, and which information is pertinent to the administration of this agreement. The union will notify the Corporation in writing of any employe who by reason of failure to comply with the terms of this agreement is not entitled to continue in employment. Upon receipt of such notice, the Corporation will, as promptly as possible but within (10) calendar days of such receipt, so notify the employe concerned in writing by certified mail, return receipt requested, or by personal delivery evidenced by receipt. Copy of such notice shall be given the union. Any employe so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall, within a period of ten (10) calendar days from the date of such notice, request the Corporation in writing to accord him a hearing which shall be held as soon as possible and within ten (10) calendar days of receipt of request therefor. Notice of the date set for hearing

shall be promptly given the employe in writing by certified mail, return receipt requested, or by personal delivery evidenced by receipt. Copy of notice of such hearing shall be given to the union and the union shall attend and participate in the hearing. The receipt by the Corporation of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Corporation is rendered. In the event the employe

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concerned fails to request a hearing as provided herein, the Corporation shall proceed to terminate his employment and seniority not later than thirty (30) calendar days from receipt of the above described notice from the union, unless the Corporation and the union agree otherwise in writing.

(b) The Corporation shall determine on the basis of the evidence produced at the hearing whether or not the employe has complied with the terms of this agreement, and shall render a decision accordingly. Such decision shall be rendered within ten (10) calendar days of the hearing date and the employe and the union shall be promptly advised thereof. If the decision is that the employe has not complied with the terms of this agreement, his employment and seniority shall be terminated within ten (10) calendar days of the date of said decision, unless the Corporation and the union agree otherwise in writing. If the decision of the Corporation is not satisfactory to the employe or to the union, it may be appealed directly to the highest officer of the Corporation designated to handle such appeals. Such appeals shall be taken within ten (10) calendar days of the date of the decision appealed from, and if taken, shall operate to stay action on the termination of employment, until the decision on appeal is rendered. The Corporation shall promptly notify the other party in writing of any such appeal. The decision on such

appeal shall be rendered within ten (10) calendar days of the date the appeal is taken, and the employe and the union shall be promptly advised thereof. If the decision on such appeal is that the employe has not complied with the terms of this agreement, his employment and seniority shall be terminated within ten (10) calendar days of the date of said decision unless the Corporation and the union agree otherwise in writing. Such decision on appeal shall be final and binding unless within ten (10) calendar days thereof the union or the employe involved requests the selection of a neutral person to decide the dispute as provided in Section 4(c) below. Any request for selection of a neutral person as provided in Section 4(c) below

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shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

(c). If within ten (10) calendar days after the date of a decision on appeal by the highest officer of the Corporation designated to handle appeals under this agreement the union or the employe involved requests such highest officer in writing that a neutral person be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Corporation designated to handle appeals under this agreement or his designated representative, the Chief Executive of the union or his designated representative, and the employes involved or his representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral person. The Corporation, the union and the employe involved shall have the right to appear and present evidence at a hearing before such neutral person. Any decision by such neutral person

shall be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Corporation, the employe and the union shall be promptly advised thereof in writing. If the position of the employe is sustained, such fees, salary and expenses shall be borne in equal shares by the Corporation and the union. If the position of the employe is not sustained, such fees salary and expenses shall be borne in equal shares by the Corporation and the union and the employe.

(d). Time limits specified in this Section may be extended in individual cases by written agreement of the Corporation and the union.

(e). The union shall notify the Corporation in writing of the title(s) and address(es) of its officers or representatives who are authorized to serve and receive notices described in this Section. The Corporation shall notify the union of the title(s) and

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address(es) of its officers or representatives who are authorized to receive the notices described in this Section.

5. The Corporation shall not be required to terminate the employment of any employe until such time as the services of a qualified replacement are available. The determination of whether a qualified replacement is available shall be made jointly by the designated representative of the Corporation and the designated representative of the union. The Corporation may not, however, retain any employe in service under the provisions of this paragraph for a period on excess of ninety (90) calendar days from the date of the union's original notice or sixty (60) calendar days from the date of the last decision rendered in accordance with Section 4 above. Employes whose service is



extended under the provisions of this Section shall not, during such extension, retain or acquire any seniority rights.

6. An employe whose employment and seniority is terminated pursuant to the provisions of this agreement shall have no time or money claim by reason thereof.

7. In the event that seniority and employment under the rules and working conditions agreement is terminated by the Corporation under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the union shall indemnify and save harmless the corporation against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this sentence shall not apply to any case in which the Corporation is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Corporation acts in collusion with any employe; provided further, that the aforementioned liability shall not extend to the expense to the Corporation in defending suits by employes whose seniority and employment are terminated by the Corporation under the provisions of this Agreement.

**DUES DEDUCTION**

8(a). Subject to the terms and conditions hereinafter set forth, the Corporation will deduct from the wages of employes, membership dues, fees and assessments (excluding fines and penalties) whenever applicable each calendar quarter which are uniformly required as a condition of acquiring or retaining membership in the union upon written and unrevoked authorization of the employe on the form (Individual Authorization Form - Attachment "A") agreed upon by the parties hereto, a copy of which is attached and made a part of this Appendix A.

(b). The designated representative of the union shall promptly notify in writing the Officer or Officers designated by the Corporation of any special assessments or changes in amounts of fees or dues, and shall also furnish to such designated Officer or Officers of the Corporation, the individual authorization forms as provided for herein.

9(a). Individual authorizations to be effective for a particular calendar quarter must be in the possession of the Corporation not later than the twentieth (20th) day of the month preceding the month in which such deductions are to be made.

(b). The designated representative of the union shall furnish to the Corporation an initial statement in alphabetical order, showing the employe's name, lodge number, Social Security number and amount to be deducted, such statement to be furnished together with individual authorization forms to cover, not later than the twentieth (20th) day of the month preceding the month in which the deductions become effective. Subsequent quarterly deductions will be based on the initial statement, plus a quarterly statement showing additions or deletions, furnished in the same manner as the initial statement required hereby.

10. Said deductions will be made only from wages earned in the first pay period of the second month (February, May, August and November) of each calendar quarter and shall be remitted by check

to the Officer designated by the union not later than the end of

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the month in which deductions are made, accompanied by a list in alphabetical order showing the name of each employe for whom a deduction was made, his lodge number, Social Security number and the amount of the deduction and the total amount of money deducted. If the earnings of the employes are insufficient in the first pay period of the month in which deductions are made to permit the full amount of the deduction, no deduction will be made for that calendar quarter. In the event of any excess or shortage in said deductions for an individual employe, said excess or shortage will be subject to adjustment by the union and the individual employe.

11. The following payroll deductions will have priority over the deductions covered by this Agreement:

Federal, state and local taxes.

Other deductions required by law and court orders.

Amounts due Corporation.

12. The deductions provided for herein shall not be effective with respect to any individual employe until the Corporation has been furnished with written authorization of assignment of wages of such quarterly membership dues, initiation fees, reinstatement fees, and assessments. Such assignment shall be revocable in writing after the expiration of one year, or upon termination of this Agreement.

13. Responsibility of the Corporation under this arrangement shall be limited to remitting to the union the amount actually deducted from wages of employes pursuant hereto and the Corporation shall not be responsible financially or otherwise for failure to make deductions or for improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employe involved and

the union, and any complaints against the Corporation in connection therewith shall be handled by the union on behalf of the employes concerned.

14. The union shall indemnify and save harmless the Corporation from and against any and all claims, demands, liability, losses or damage resulting from the entering into this Agreement or arising or growing out of any dispute or litigation from any deductions

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made by the Corporation pursuant to this Agreement; except for remitting to the union the monies deducted pursuant to this Agreement; provided, however, that this sentence shall not apply to any case in which the Corporation is the plaintiff or the moving party in the action or in which case the Corporation acts in collusion with any employe; provided further, that the aforementioned liability shall not extend to the expense of the Corporation in defending suits by employes as a result of the Corporation's actions under this Agreement.

15. In the event of a change in representation of employes now represented by the union this Agreement shall be automatically terminated as of the date official notification is received from the National Mediation Board of such change in representation.

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WAGE DEDUCTION AUTHORIZATION

AMTRAK AND \_\_\_\_\_ FEDERATION, REGION  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES  
\_\_\_\_\_  
\_\_\_\_\_

PRINT NAME (LAST NAME, FIRST NAME, MIDDLE INITIAL)

HOME ADDRESS (STREET AND NUMBER) SOCIAL SECURITY NUMB:  
\_\_\_\_\_

(CITY, STATE, ZIP CODE)

\_\_\_\_\_  
\_\_\_\_\_

AMTRAK ACCOUNTING:

I Hereby assign to the \_\_\_\_\_ Federation, Brotherhood of Maintenance of Way Employes that part of my wages necessary to pay periodic dues, initiation fees and assessments (not including fines and penalties) as certified to AMTRAK by the designated representative of the Brotherhood as provided in the Deduction Agreement, entered into by AMTRAK and the Brotherhood on May 19, 1976, and authorize AMTRAK to deduct such sum from my wages and pay it over to the said designated representative of the Brotherhood in accordance with the Deduction Agreement.

DATE

SIGNATURE

LODGE NO. \_\_\_\_\_ CODE NO.

WAGE ASSIGNMENT REVOCATION

AMTRAK AND \_\_\_\_\_ FEDERATION, REGION  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES \_\_\_\_\_  
\_\_\_\_\_  
PRINT NAME (LAST NAME, FIRST NAME, MIDDLE INITIAL)

HOME ADDRESS (STREET AND NUMBER) SOCIAL SECURITY NUMB:  
\_\_\_\_\_  
\_\_\_\_\_  
(CITY, STATE, ZIP CODE)

AMTRAK ACCOUNTING:

Effective in the next calendar month, I hereby revoke the Wage Assignment Authorization, now in effect, assigning to the \_\_\_\_\_ Federation, Brotherhood of Maintenance of Way Employes that part of my wages necessary to pay my periodic dues, initiation fees and assessments, (not including fines and penalties), and I hereby cancel the Authorization.

DATE

SIGNATURE

LODGE NO. \_\_\_\_\_ CODE NO.

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**DEDUCTION LIST**

\_\_\_\_\_ FEDERATION, REGION \_\_\_\_\_ SHEET SHEET  
BROTHERHOOD OF MAINTENANCE DIVISION \_\_\_\_\_ OF  
OF WAY EMPLOYES \_\_\_\_\_

AMTRAK ACCOUNTING:

Please arrange to deduct, monthly, the amount shown opposite the name of each employe listed, beginning with the first payroll period ending in \_\_\_\_\_, \_\_\_\_\_. If you have been previously advised to make a deduction from the employe listed,

LINE	EMPLOYEE NUMBER	EMPLOYEE'S NAME	AMOUNT TO BE DEDUCTED	NEW DEDUCTION	CORRECTION

the amount shown will be a correction in the amount to be deducted.



General Chairman

PAYROLL DEDUCTION CODE NO. \_\_\_\_\_ LODGE NO.

Union Shop and Dues Check-Off Agreement,  
with Amendment, dated June 30, 1988

ADDENDUM TO DUES DEDUCTION SUPPLEMENT

between

NATIONAL RAILROAD PASSENGER CORPORATION  
(AMTRAK)

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES  
(NEC)

In conformity with the provisions of the Voluntary Payroll Deduction of Political Contributions Agreement signed August 31, 1979, the parties hereby amend the Dues Deduction Supplement to the May 19, 1976, labor agreement to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms and bases:

1(a). Subject to the terms and conditions hereinafter set forth, the carrier will deduct from the wages of employees voluntary political contributions upon their written authorization in the form (individual authorization form) agreed upon by the parties hereto, copy of which is attached, designated "Attachment A" and made a part hereof.

(b). Voluntary political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such authorization will remain in effect for a minimum of twelve (12) months thereafter until cancelled by thirty (30) days' advance written notice from the employee to the Brotherhood and the carrier by registered mail. Changes in the amount to be deducted will be limited to one change in each 12-month period, and any change will coincide with a date on which dues deduction amounts may be changed under the dues deduction supplement.

2. The General Chairman or his designated representative shall furnish the carrier with copy to appropriate units of the Brotherhood, an initial statement by lodges, in alphabetical order

Agreement,

Union Shop and Dues Check-Off

with Amendment, dated June 30, 1988

and certified by him, showing the amounts of deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, and payroll deductions of such amounts will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statement plus a monthly statement showing additions and/or deletions furnished in the same manner as the initial statement required herein above.

3. Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are

deducted from the employee's paycheck.

4. Concurrent with making remittance to the organization of monthly membership dues, the carrier will make separate remittance of voluntary political contributions to the Treasurer, Maintenance of Way Political League, together with a list prepared in accordance with the requirements of the Dues Deduction Supplement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.

5. The requirements of this agreement shall not be effective with respect to any individual employee until the employer has been furnished with a written authorization of assignment of wages of such monthly voluntary political contribution.

FOR THE BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYEES

*/S/ Jed Dodd*

---

J. Dodd  
General Chairman

*/s/ John J. Davison 6-30-88*

J. J. Davison  
General Chairman

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

*/S/ L. C. Hriczak*

L. C. Hriczak  
Director-Labor Relations

INDIVIDUAL AUTHORIZATION FORM

Voluntary Payroll Deductions  
Maintenance of Way Political League

To

Space for label showing name, address,  
System Board and Local Lodge Number.

\_\_\_\_\_ Department

Work Location

I hereby authorize and direct my employer National Railroad Passenger Corporation, to deduct from my pay the sum of \$ \_\_\_\_\_ for each month in which compensation is due me, and to forward that amount to the Treasurer, Maintenance of Way Political League. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the Maintenance of Way Political League are not conditions of membership in the Union or of employment with the Carrier; that the Maintenance of Way Political League will use the money it receives to make political contributions and expenditures in connection with Federal, State and Local elections.

It is understood that this authorization will remain in effect for a minimum of 12 months and, thereafter, I may revoke this authorization at any time by giving the Carrier and the Organization 30 days' advance written notice of my desire to do so.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

(Personal Signature)

Social Security Number

Tri-Partite Agreement of April 21, 1976

NEC-1  
Maintenance of Way  
Communication & Signal

IMPLEMENTING AGREEMENT BY AND BETWEEN EMPLOYEES REPRESENTED BY THE ORGANIZATIONS SIGNATORY HERETO, THE NATIONAL RAILROAD PASSENGER CORPORATION AND CONSOLIDATED RAIL CORPORATION IN CONNECTION WITH THE ASSUMPTION BY THE NATIONAL RAILROAD PASSENGER CORPORATION OF THE NORTHEAST CORRIDOR.

WHEREAS, the National Railroad Passenger Corporation (hereinafter referred to as Amtrak) has, pursuant to the Regional Rail Reorganization Act of 1973, as amended, (hereinafter referred to as the Act), acquired the property, facilities, and control of the Northeast Corridor as designated in the Final System Plan; and,

WHEREAS, this acquisition and assumption will result in the establishment by Amtrak of comparable positions necessary to perform the work formerly performed by employees of the Consolidated Rail Corporation (hereinafter referred to as ConRail) represented by the Organizations signatory hereto; and,

WHEREAS, it is the desire of the parties to effect orderly transfers and reassignment of the employees involved pursuant to Section 504(f) of the Act;

NOW, THEREFORE, IT IS AGREED:

1. ConRail and Amtrak will jointly provide the interested General Chairmen of the Organizations signatory hereto with not less than 20 calendar days' written notification of Amtrak's assumption of the Maintenance of Way and Communication and Signal functions in the Northeast Corridor, which notice will list the headquarters and estimated number of positions to be discontinued by ConRail and transferred to Amtrak.
2. The positions to be discontinued by ConRail and transferred

to Amtrak will be advertised via bulletin notice to all employees in active service in the seniority district involved for a period of 7 calendar days. The positions will otherwise be advertised in the same manner as required by the applicable ConRail schedule rules and will show the existing job identification, i.e., headquarters location, rate of pay, etc., except that when a

Tri-Partite Agreement of April 21, 1976

description of the assigned territory is a requirement, only that portion of the territory which will fall within Amtrak's jurisdiction and responsibility will be described. The bulletin notice will constitute a written offer of employment by Amtrak to those employees whose positions are so advertised and will contain the following statement:

"This (these) position(s) will be discontinued on ConRail and transferred to Amtrak effective \_\_\_\_\_ . The successful applicant(s) will be considered as having applied for and accepted employment with Amtrak and will be entitled to all rights, privileges and attending obligations as set forth in the Implementing Agreement of April 21, 1976. Bids will be accepted only from employees active in the seniority district involved and only for positions in the same craft and class in which such employees were active during the advertising period."

3. Awards will be made within 7 calendar days after the close of the advertising bulletin in accordance with the terms of the applicable ConRail schedule agreements, except that rules providing for automatic bid or force assignment will not be applicable. Awards will be made effective as of the date of the transaction.

4. Rules requiring advance notice of abolishment of positions will not be applicable to the incumbents of the positions to be discontinued by ConRail. These positions will be considered abolished and discontinued as ConRail positions effective with the date of the transaction, at which time such positions and the employees awarded such positions pursuant to Article 3 of this

Agreement will be transferred to Amtrak.

5.(A). The seniority status of employees transferring to Amtrak will be determined by the agreement to be negotiated by Amtrak and the involved labor organizations pursuant to Section 504(f)(2) of the Act.

(B). Employees transferring to Amtrak will carry with them their protected status under Title V of the Act and Amtrak will be responsible, pursuant to Section 504(f)(3) of the Act, for the payment of all protective benefits due qualifying employees.

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Tri-Partite Agreement of April 21, 1976

(C). Employees transferring to Amtrak will not be considered as having been required to change their place of residence.

6. An employee entitled to the protective conditions of the Act who accepts employment with Amtrak pursuant to this Agreement will be granted a leave of absence by ConRail for the length of his protective period as defined in Section 505(c) of said Act. Such employee will, while on said leave of absence, retain and continue to accumulate all seniority in the crafts and classes in which held on ConRail.

7. Employment in the positions established by Amtrak pursuant to this Agreement shall, for the purpose of applying the protective conditions of Title V of the Act, be treated the same as employment in a position on ConRail. As employee occupying a position to be discontinued on ConRail who fails to submit a bid for a position advertised pursuant to Article 2 hereof, will be considered as having declined Amtrak's offer of employment and will not be regarded as being deprived of employment or adversely affected with respect to his compensation in applying the protective provisions of Title V of the Act.

8.(A). An employee who accepts employment with Amtrak pursuant to this Agreement will be permitted to return to ConRail during his leave of absence only in circumstances wherein he is deprived of employment with Amtrak. An employee will not be considered as deprived of employment in those instances wherein he fails to

obtain a position with Amtrak available to him in the normal exercise of his Amtrak seniority rights, or by reason of his retirement, resignation, dismissal or disciplinary suspension for cause, failure to work due to illness or disability, or any severance of employment.

(B). An employee who returns to ConRail in accordance with this Article 8, will be accorded the benefits and attending obligations to which entitled under the Act.

9. Any dispute or controversy with respect to the interpretation, application, or enforcement of the provisions of this Agreement which has not been resolved within 90 days may be

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Tri-Partite Agreement of April 21, 1976

submitted by any of the parties to an Adjustment Board for a final and binding decision thereon as provided in Section 3, Second of the Railway Labor Act.

10.(A). Notwithstanding the provisions in any other agreement, Amtrak employees of the Maintenance of Way and Communication and Signal Departments represented by the organizations signatory hereto may, on and after the effective date of the transaction made pursuant to this Agreement, be required and permitted to perform certain functions for ConRail as set forth in the attached Appendix A.

(B). Conversely, ConRail employees of its Maintenance of Way and Communication and Signal Departments represented by the organizations signatory hereto may, on and after the effective date of this Agreement, be required and permitted to perform certain functions in the Northeast Corridor for Amtrak as set forth in the attached Appendix B.

(C). The performance of work by Amtrak employees as set forth in Appendix A will not be considered a violation of any agreement between ConRail and the Organizations signatory hereto. The performance of work by ConRail employees as set forth in Appendix B will not be considered a violation of any agreement



between Amtrak and the Organizations signatory hereto.

11. This Agreement will be considered as a separate agreement between the respective Carriers and each of the Organizations signatory hereto, and shall remain in full force and effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Philadelphia, Pa. This 21st day of April 1976.

FOR THE BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES

FOR THE CONSOLIDATED RAIL  
CORPORATION

*/S/ Fred Wurpel, Jr.*

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*/s/ A. E. Egbers*

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

*/S/ A. R. Lowry*

APPENDIX A

WORK WHICH MAY BE PERFORMED FOR CONRAIL  
BY  
NATIONAL RAILROAD PASSENGER CORPORATION

- A. All Track Department work at the following locations:
1. NY/Phila. - MP 33± - North Side
    - a. Millstone Branch
    - b. Industrial spur crossing New Jersey Ave.
  2. NY/Phila. - MP 33.2± to MP 36.5± -  
Industry lead - North Side
  3. NY/Phila. - Princeton Branch
  4. Phila./Wash. - Havre de Grace Branch
  5. Phila./Hbg. - Suburban Station to 30th St. Station
  6. Phila./Hbg. - 30th St. Station to Spring Garden St. -  
Phila./Hbg. - main tracks and commuter coach yard
  7. Phila./Hbg. - Paoli Coach Yard
  8. NY/Bos. - MP 165.9± - South Side  
Wickford Track
  9. NH/Sprfld. - MP 26±
    - a. Berlin Secondary - West Side Berlin
    - b. Industry Tracks - East Side Berlin
- B. All electric traction maintenance, rehabilitation and construction work on former Pennsylvania Railroad property conveyed to ConRail.

APPENDIX B

WORK WHICH MAY BE PERFORMED FOR AMTRAK  
BY  
CONSOLIDATED RAIL CORPORATION

- A. All maintenance work on facilities conveyed to Amtrak pursuant to the Final System Plan which, as of April 21, 1976, was performed for Amtrak by employees assigned to ConRail's Maintenance of Equipment Department.
- B. All maintenance and inspection work on the Pelham Bay Bridge.

MEMORANDUM OF AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And Its Employees In The

Track Department

And

Bridge and Building Department

Represented By

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

1. Effective May 18, 1976, 11:59 p.m., all Track Department and all Bridge and Building Department Seniority Rosters for each classification of employes in the territory between Washington, D.C. (MP 134.9) and Harold Tower, New York (MP 4.5), and between Harrisburg (MP 105.4) and Philadelphia, Pennsylvania, (Southern District) will be frozen.

2.(a) Effective May 18, 1976, 11:59 p.m., all Track Department and all Bridge and Building Department Seniority Rosters for each classification of employes in the territory between Harold Tower, New York (MP 4.5) and Boston, Massachusetts (MP 228.5), and between New Haven (MP 0.0) and Springfield, Massachusetts (MP 61.8), Northern District) will be frozen.

(b) Effective May 18, 1976, 11:59 p.m., all Track Department Seniority Rosters for each classification of employes employed in Track Production Gangs in the territory between Harold Tower (MP4.5) and Shell Tower (MP 18.7), between New Haven (MP 0.0) and Springfield, Massachusetts (MP 61.8) and between New Haven (MP 73.0) and Cranston (MP 179.0) (former New England West Division), will be separately dovetailed and will be frozen.

(c) Effective May 18, 1976, 11:59 p.m., all Track Department Seniority Rosters for each classification of employes in Track Production Gangs in the territory between Cranston (MP

179.0) to Boston, Massachusetts (MP 228.5) (former New England East Division) will be separately dovetailed and will be frozen.

Memorandum of Agreement Consolidating Rosters,  
dated April 30, 1976

(d) Effective May 18, 1976, 11:59 p.m., Bridge and Building Department Iron Workers and Structural Welders Seniority Roster Northern (West) District listed in Item 2(b) will be frozen.

3. Effective May 19, 1976, 12:01 a.m., in addition to the frozen seniority rosters described above, there will be established for the Track Department and for the Bridge and Building Department separate consolidated seniority rosters for each of the classifications in the Southern District coming under the Scope and Work Classification Rule of the former Penn Central Agreement (Agreement between Pennsylvania Railroad Company, Baltimore and Eastern Railroad Company, and the Pennsylvania Federation Brotherhood of Maintenance of Way Employes, effective December 16, 1945).

4. Effective May 19, 1976, 12:01 a.m., in addition to the frozen seniority rosters described above, there will be established for the Track Department and for the Bridge and Building Department separate consolidated seniority rosters for each of the classifications in the Northern District coming under the Scope and Work Classification Rules of the former Penn Central Agreement (Agreement between the New York, New Haven and Hartford Railroad Company, and the Brotherhood of Maintenance of Way Employes, effective September 1, 1949).

5. Where special district gangs are established in the Southern District, they may be used to perform service on the Southern District and on that portion of the Northern District between Harold Tower (MP 4.5) and Shell Tower (MP 18.7).

Memorandum of Agreement Consolidating Rosters,  
dated April 30, 1976

6. Effective May 19, 1976, the following will apply:

(a) Positions advertised in the Track Department or in the Bridge and Building Department will be awarded in accordance with the provisions of the M.W. Agreement in seniority order to employes with established seniority in that class on that particular frozen seniority roster, in accordance with prior right preference.

(b) In the event no bids are received from employes with established seniority in that class on the particular frozen seniority roster in which the position was advertised as provided in Paragraph (a) above, awards will be made in accordance with the provisions of the M.W. Agreement in seniority order to employes appearing on the newly established May 19, 1976, Consolidated Seniority Roster.

(c) Employes first establishing a seniority date in any class, and new employes will be shown only on the appropriate newly established May 19, 1976, Consolidated Seniority Roster.

(d) Prior right preference is applicable only when assigning employes from frozen rosters to positions in classifications in which they had established seniority on frozen rosters in existence prior to May 19, 1976.

7. While this Agreement does not apply to the employees employed in the territory between New Rochelle, New York, and New Haven, Connecticut, the parties agree that should Amtrak, at some future date, assume control and operation of this line of railroad the terms of this Agreement shall become applicable in the same manner and to the same extent as if the effective date

of the assumption took place on May 19, 1976.

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Memorandum of Agreement Consolidating Rosters,  
dated April 30, 1976

8. It is the intent of this Agreement to preserve the work jurisdiction (and established work practices) presently included in the Scope Rules of Agreements identified in Paragraphs 3 and 4 of this Agreement. It is not the intent of the parties to either diminish or enlarge upon the work jurisdiction set forth in said Scope Rules.

This Agreement signed at Washington, D.C. this 30th day of April, 1976, will become effective May 19, 1976 and will remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

FOR THE BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYEES:

*/S/ Thos. Christensen*

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Thomas P. Christensen  
General Chairman  
Northeastern Federation

*/s/ R. N. Mogle*

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R. N. Mogle  
General Chairman  
Pennsylvania Federation

*/s/ Fred Wurpel, Jr.*

Fred Wurpel, Jr.  
Vice President

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION:

*/s/ A. R. Lowry*

A. R. Lowry  
Assistant Vice President and  
Director Labor Relations

*/s/ S. H. Heltzinger*

S. H. Heltzinger  
Director Personnel/Labor  
Relations N.E.C.

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MEMORANDUM OF AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And Its Employees

Represented By

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

SOUTHERN DISTRICT

In view of the assumption by Amtrak of all Track and Bridge and Building work formerly performed by employees of the Washington Terminal Company effective August 1, 1984, the parties agree to the following:

1. The Agreement dated May 17, 1976, as amended between the National Railroad Passenger Corporation (Amtrak) and the Brotherhood of Maintenance of Way Employes, Northeast Corridor (BMW-NEC Agreement) will apply on the former territory of the Washington Terminal Company and the Lorton, VA Auto Train Facility.
2. Rule 14 of the BMW-NEC Agreement is modified to include the addition of a new Work Zone, Zone 1A, which will encompass the former territory of the Washington Terminal Company and Auto Train Facility at Lorton, VA.

Seniority District No. 1, Rule 15, of the BMW-NEC Agreement and the April 27, 1977 Work Zone Agreement, as amended, are modified, as appropriate to include the former territory of the Washington Terminal Company and Auto Train Facility at Lorton, VA.

3. Employees formerly employed by the Washington Terminal Company accepting an offer of employment from Amtrak on August 1, 1984, shall have their Washington Terminal seniority in classes consistent with those in the BMW-NEC Agreement dovetailed into the existing appropriate Amtrak BMW Southern District Seniority Rosters.
4. Employees formerly employed by the Washington Terminal Company accepting employment with Amtrak on August 1, 1984, will retain full prior rights to positions headquartered within the former Terminal Company property limits. Likewise, employees presently possessing rights on the Amtrak BMW Southern District Seniority Rosters as of August 1, 1984 shall have full

prior rights to positions headquartered within  
previously existing Southern District territory.

5. Compensated days and years of service recognized by the Washington Terminal Company will be used by Amtrak in determining eligibility for vacation and personal leave for Washington Terminal Company employees accepting employment with Amtrak.
6. In the event the Washington Terminal Company rate of pay in a position held by a Washington Terminal Company employee exceeds the rate of pay provided under the BMWE-NEC Agreement for the position to which the employee is transferred, the employee transferring to Amtrak will, on an incumbency basis, be paid the Washington Terminal Company rate during his protected period subject to the application of Article I, Section 5(b) of Appendix C-1.
7. Employees who accept employment with Amtrak will be transferred on August 1, 1984, to positions comparable to those that they held prior to the assumption. Should a dispute arise concerning the appropriate Amtrak job title and rate of pay, the parties will promptly meet to discuss and resolve such matter.
8. Claims for guarantee compensation alleged to be due pursuant to Appendix C-1 which are allowed shall be paid to employees by Amtrak acting as an agent for Washington Terminal Company for this transaction.

All claims and grievances pending on Washington Terminal Company prior to the assumption by Amtrak shall become the responsibility of Amtrak on behalf of the Washington Terminal Company.

9. All provisions of the May 15, 1980 Minimum Force Agreement will be applicable to the former Washington Terminal Company territory. Minimum employment levels applicable to the former Washington Terminal Company territory are established as follows:

Track Department:	4 Foremen
	<u>20</u> Others
	24 Total

B & B Department:	1 Foreman
	<u>10</u> Others
	11 Total

Washington Terminal Agreement, dated July 16, 1984,  
with December 17, 1986 Letter of Understanding

10. Existing craft work jurisdictions in effect at Washington Terminal Company prior to Amtrak's assumption will be preserved. Nothing in this Agreement nor the BMW-NEC Agreement shall be construed to require the transfer of work not covered by the BMW-NEC Agreement to employees covered by the BMW-NEC Agreement or vice versa.

This agreement is effective this 16th day of July, 1984, and until changed in accordance with the provisions of the Railway Labor Act, as modified.

*/s/ Jed Dodd*

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J. Dodd  
General Chairman

*/s/ G. R. Weaver, Jr.*

G. R. Weaver  
Assistant Vice President  
Labor Relations

APPROVED:

*/s/ W. E. LaRue*

W. E. LaRue  
Vice President



Washington Terminal Agreement, dated July 16, 1984,  
with December 17, 1986 Letter of Understanding

July 16, 1984

Mr. W. E. LaRue, Vice President  
Brotherhood of Maintenance of Way Employes  
106 Brandywine Avenue, 2nd Fl.  
Downingtown, PA 19335

Mr. J. Dodd, General Chairman  
Brotherhood of Maintenance of Way Employes  
606 Land Title Building  
Broad and Chestnut Streets  
Philadelphia, PA 19110

Gentlemen:

This refers to our discussions in connection with Amtrak's  
assumption of employees at the Washington Terminal Company.

Amtrak will continue the present practices concerning  
provision of transportation between Washington Union Station and  
Ivy City Yard for those employees working at the Ivy City Yard  
location.

Very truly yours,

*/s/ G. R. Weaver, Jr.*

G. R. Weaver, Jr.  
Assistant Vice President  
Labor Relations

Washington Terminal Agreement, dated July 16, 1984,  
with December 17, 1986 Letter of Understanding

December 17, 1986

Mr. J. Dodd, General Chairman  
Brotherhood of Maintenance of Way Employes  
Carlton House - Suite 303  
1819 J. F. Kennedy Boulevard  
Philadelphia, PA 19103

Dear Sir:

This is in reference to your various discussions with Assistant Director-Labor Relations C. E. Woodcock relative to application of Section 4 of the Washington Terminal Agreement dated July 16, 1984.

This will confirm our understanding that in the application of prior rights in that Section 4, such prior rights will extend only to positions in the respective territories in which employees possessed seniority rights as of August 31, 1984. This application will be effective December 15, 1986, and is made with the understanding that the Organization will save the Carrier harmless from any and all claims or grievances which may arise in connection with this understanding.

It was further agreed to allow employee R. L. Harrington displacement rights pursuant to Rule 18 and this understanding, effective December 15, 1986, should he desire to exercise such rights. This displacement is permitted with the similar understanding that the Organization will save the Carrier harmless from any and all claims or grievances which may arise in connection with this displacement.

If the foregoing correctly sets forth our understanding in this matter, please so indicate in the space provided below, returning one original to me and retaining one for your files.

Very truly yours,

*/s/ L. C. Hriczak*

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

*/s/ Jed Dodd*

J. Dodd  
General Chairman

## AGREEMENT

This agreement made this **9th** day of **December, 1997** by and between the National Railroad Passenger Corporation (Amtrak) and its employees represented by the Brotherhood of Maintenance of Way Employees is in full and final settlement of all pending Section 6 notices filed by both parties.

### **ARTICLE I - WAGES**

#### **Section 1 - First General Wage Increase**

On December 1, 1995, all hourly rates of pay of employees covered by this Agreement in effect on the preceding day shall be increased in the amount of three (3) percent applied so as to give effect to this increase in pay irrespective of the method of payment. The increase provided for in this Section 1 shall be applied as follows:

(a) **Hourly Rates** -

Add 3 percent to the existing hourly rates of pay.

(b) **Disposition of Fractions** -

Rates of pay resulting from application of paragraph (a) above which end in fractions of a cent shall be rounded to the nearest whole cent. Fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

(c) **Deductions** -

Insofar as concerns deductions, which may be made from the rates resulting from the increase herein granted, under Section 3(m) of the Fair Labor Standards Act of 1938, they may continue to be made to the extent that such deductions were being legally made as of August 31, 1941.

(d) **Application of Wage Increase** -

The increase in wages provided for in this Section 1 shall be applied in accordance with the wage or working conditions agreement in effect between Amtrak and the labor organization party hereto. Special allowances not included in fixed hourly rates of pay for all services rendered, and arbitraries representing duplicate time payments, will not be increased. Overtime hours will be computed in accordance with individual schedules for all overtime hours paid for.

#### **Section 2 - Signing Bonus**

Subject to Sections 8 and 9, each employee with 2,000 or more straight time hours paid for (not including any such hours reported to the STB as constructive allowances except vacations, holidays, paid sick leave and guarantees in protective agreements or arrangements) during the period January 1, 1996 through December 31, 1996 will be paid, as specified herein, a Signing Bonus of four hundred dollars (\$400.00). If this Amtrak/BMWE Agreement is ratified by November 30, 1997, the Signing Bonus will be paid to each employee on December 20, 1997; if ratified after November 30, 1997, the Signing bonus will be paid within 60 days of execution of this agreement.



**Section 3 - First Lump Sum Payment**

Within 60 days of the execution of this Agreement, each employee will be paid a lump sum equal to three (3) percent of the employee's compensation for 1995, excluding pay elements not subject to general wage increases under Section 1(d) of this Article.

**Section 4 - Second General Wage Increase**

Effective July 1, 1997, all hourly rates of pay in effect on June 30, 1997 for employees covered by this Agreement shall be increased in the amount of three-and-one-half (3-1/2) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 4 shall be applied in the same manner as provided for in Section 1 hereof.

**Section 5 - Second Lump Sum Payment**

On July 1, 1998, each employee will be paid a lump sum equal to the excess of (I) three-and-one-half (3-1/2) percent of the employee's compensation for 1997, excluding pay elements not subject to general wage increases under Section 1(d) of this Article and lump sums, over (ii) the amount resultant from the formula contained in Article I, Section 5 (ii) of the National Carriers' Conference Committee (NCCC)/BMW Agreement, dated September 26, 1996.

**Section 6 - Third General Wage Increase**

Effective July 1, 1999, all hourly rates of pay in effect on June 30, 1999 for employees covered by this Agreement shall be increased in the amount of three-and-one-half (3-1/2) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 6 shall be applied in the same manner as provided for in Section 1 hereof.

**Section 7 - Eligibility for Receipt of Signing Bonus, Lump Sum Payments**

The signing bonus and lump sum payments provided for in this Article shall be paid to each employee subject to this Agreement who has an employment relationship as of the date such payments are payable, or has retired or died subsequent to the beginning of the applicable calendar year used to determine the amount of such payment. There shall be no duplication of the signing bonus or lump sum payments by virtue of employment under another agreement nor will such payments be used to offset, construct or increase guarantees in protective agreements or arrangements.

**Section 8 - Employees Working Less Than Full-Time**

For employees who have fewer straight time hours (as defined) paid for in the period described in Section 2 than the minimum number set forth therein, the dollar amount of the Signing Bonus specified in Section 2 shall be adjusted by multiplying such amount by the number of straight time hours (including vacations, holidays, paid sick leave and guarantees in protective agreements or arrangements) for which the employee was paid during such period divided by the defined minimum hours.

**Section 9 - Signing Bonus Proration**

In the case of any employee subject to wage progression or entry rates, the dollar amount of the Signing Bonus specified in Section 2 shall be adjusted by multiplying such amount by the weighted average entry rate percentage applicable to wages earned during the specified determination period.

Article II-Cost of Living,  
dated December 9, 1997

**ARTICLE II - COST-OF-LIVING PAYMENTS**

**Part A - Cost-of-Living Payments Under Agreement Dated June 27, 1992**

The nine-cent cost-of-living allowance in effect beginning July 1, 1995 pursuant to Article II of the 1992 Amtrak/BMWE Agreement, shall be rolled in to basic rates of pay on November 30, 1995 and such Article II shall be eliminated at that time, except as provided in Article IV© of this agreement.

**Part B - Cost-of-Living Allowance Through January 1, 2000 and Effective Date of Adjustment**

(a) A cost-of-living allowance, calculated and applied in accordance with the provisions of Part C of this Article except as otherwise provided in this Part, shall be payable and rolled in to basic rates of pay on December 31, 1999.

(b) The measurement periods shall be as follows:

<u>Measurement Periods</u>		<u>Effective Date of Adjustment</u>
<u>Base Month</u>	<u>Measurement Month</u>	
March 1995 plus March 1997	March 1996  March 1998	Dec. 31, 1999

The number of points change in the CPI during each of these measurement periods shall be added together before making the calculation described in Part C, Section 1(e) of this Article.

(c)(I) Floor. The minimum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date</u>	<u>Minimum CPI Increase That</u>	<u>of Adjust</u>
Dec. 31, 1999	4% of March 1995 CPI plus 4% of March 1997 CPI	

(ii) Cap. The maximum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date</u>	<u>Maximum CPI Increase That</u>	<u>of Adjust</u>
Dec. 31, 1999	6% of March 1995 CPI plus 6% of March 1997 CPI	

(d) The cost-of-living allowance payable to each employee and rolled in to basic rates of pay on December 31, 1999 shall be equal to the difference between (I) the cost-of-living allowance effective on that date pursuant to this Part, and (ii) the amount resultant from the formula contained in Article II, Part B(d)(ii) of the NCCC/BMWE Agreement, dated September 26, 1996, or as otherwise may be agreed to nationally.

**Part C - Cost-of-Living Allowance and Adjustments Thereto After January 1, 2000**

**Section 1 - Cost-of-Living Allowance and Effective Dates of Adjustments**

(a) A cost-of-living allowance shall be payable in the manner set forth in and subject to the provisions of this Part, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967=100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the CPI. The first such cost-of-living allowance shall be payable effective July 1, 2000 based, subject to paragraph (d), on the CPI for March 2000 as compared with the CPI for September 1999. Such allowance, and further cost-of-living adjustments thereto which shall become effective as described below, shall be based on the change in the CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d)(iii), according to the formula set forth in paragraph (e).

<u>Measurement Periods</u>		<u>Effective Date</u>
<u>Base Month</u>	<u>Measurement Month</u>	<u>of Adjustment</u>
September 1999	March 2000	July 1, 2000
March 2000	September 2000	January 1, 2001

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

(b) While a cost-of-living allowance is in effect, such cost-of-living allowance shall apply to straight time, overtime, protected rates, vacations, holidays and personal leave days in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to special allowances and arbitrations representing duplicate time payments.

(c) The amount of the cost-of-living allowance, if any, that shall be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.

(d)(I) Cap. In calculations under paragraph (e), the maximum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date</u>	<u>Maximum CPI Increase That</u>
<u>of Adjustment</u>	<u>May Be Taken Into Account</u>
July 1, 2000	3% of September 1999 CPI
January 1, 2001	6% of September 1999 CPI, less the increase from September 1999 to March 2000

Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

(ii) Limitation. In calculations under paragraph (e), only fifty (50) percent of the increase in the CPI in any measurement period shall be considered.

Article II-Cost of Living,  
dated December 9, 1997

(iii) If the increase in the CPI from the base month of September 1999 to the measurement month of March 2000 exceeds 3% of the September 1999 base index, the measurement period that shall be used for determining the cost-of-living adjustment to be effective the following January shall be the 12-month period from such base month of September; the increase in the index that shall be taken into account shall be limited to that portion of the increase that is in excess of 3% of such September base index; and the maximum increase in that portion of the index that may be taken into account shall be 6% of such September base index less the 3% mentioned in the preceding clause, to which shall be added any residual tenths of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which shall have become effective July 1, 2000 during such measurement period.

(iv) Any increase in the CPI from the base month of September 1999 to the measurement month of September 2000 in excess of 6% of the September 1999 base index shall not be taken into account in the determination of subsequent cost-of-living adjustments.

(v) The procedure specified in subparagraphs (iii) and (iv) shall be applicable to all subsequent periods during which this Article is in effect.

(e) Formula. The number of points change in the CPI during a measurement period, as limited by paragraph (d), shall be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion shall not be counted.)

The cost-of-living allowance in effect on December 31, 2000 shall be adjusted (increased or decreased) effective January 1, 2001 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (d), in the CPI during the applicable measurement period. Any residual tenths of a point resulting from such division shall be dropped. The result of such division shall be added to the amount of the cost-of-living allowance in effect on December 31, 2000 if the CPI shall have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index shall have been lower at the end than at the beginning of the measurement period and then, only, to the extent that the allowance remains at zero or above. The same procedure shall be followed in applying subsequent adjustments.

(f) Continuance of the cost-of-living allowance and the adjustments thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W during such measurement period.

**Section 2 - Payment of Cost-of-Living Allowances**

(a) The cost-of-living allowance payable to each employee effective July 1, 2000 shall be equal to the difference between (I) the cost-of-living allowance effective on that date pursuant to Section 1 of this Part, and (ii) the amount resultant from the formula contained in Article II, Part C, Section 2(a)(ii) of the NCCC/BMWE Agreement, dated September 26, 1996.

(b) The increase in the cost-of-living allowance effective January 1, 2001 pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.

Article II-Cost of Living, Article III-Equity Adjustment,  
Article IV-Retroactive Payments, and Article X-Contingencies,  
dated December 9, 1997

(c) The increase in the cost-of-living allowance effective July 1, 2001 pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.

(d) The procedure specified in paragraphs (b) and © shall be followed with respect to computation of the cost-of-living allowances payable in subsequent years during which this Article is in effect.

(e) In making calculations under this Section, fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

**Section 3 - Application of Cost-of-Living Allowances**

The cost-of-living allowance provided for by Section 1 of this Part C will be payable as provided in Section 2 and will not become part of basic rates of pay. Such allowance and the adjustments thereto will be applied as follows:

**Hourly Rates** - Add the amount of the cost-of-living allowance to the hourly rate of pay produced by application of Article I.

**Section 4 - Continuation of Part C**

The arrangements set forth in Part C of this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act.

**ARTICLE III - EQUITY WAGE ADJUSTMENT**

(a) Effective November 30, 1995, rates of pay of employees covered by this Agreement shall be increased in the amount of \$.30 per hour.

(b) Effective on January 1, 2000, rates of pay of employees covered by this Agreement shall be increased in the amount of \$.21 per hour.

**ARTICLE IV - RETROACTIVE PAYMENTS**

(a) Retroactive wage adjustments will be made as follows:

Payments owed as a result of the retroactive application of the Equity Wage Adjustment contained in Article III (a) and the Wage Increases contained in Article I, Sections 1 and 4, will be paid on or after October 1, 1998, and no later than November 5, 1998.

(b) General wage and equity increases will be implemented as soon as possible. The union will be notified of the implementation schedule. Retroactive payments will run to but not including the date of such implementation.

(c) The payment specified in paragraph (a) will be reduced by the excess of (I) the cost-of-living allowance provided for in Article II, Part B, Sections 1 and 4 of the NCCC/BMWE imposed agreement, dated July 29, 1991, and (ii) the nine cent cost-of-living allowance rolled into the basic rate in Article II, Part A above. In the calculation of (I) above, the offsets in clauses (ii) in Article

II, Part B, Section 3 of the NCCC/BMWE imposed agreement adopted in the Amtrak/BMWE agreement, dated June 27, 1992, will not be taken into consideration to reduce (I).

Article X-Contingencies,  
dated December 9, 1997

#### **ARTICLE X - CONTINGENCIES**

The agreement will be effective only upon ratification by the BMWE and approval by Amtrak's Board of Directors. The parties to this agreement further agree that specific funding actions must occur to assure that Amtrak can execute the financial obligations of this agreement. Federal appropriations funding contingencies that must be met in order for Amtrak to be bound to carry out these financial obligations include, but are not limited to:

- enactment of an Amtrak authorization bill; and
- submission by the Administration and enactment of legislation providing operating assistance in amounts consistent with the "glidepath" to zero operating subsidy by FY 2002; and
- submission by the Administration and enactment of legislation providing additional operating assistance in amounts sufficient to correct shortfalls in FY 1996 and 1997 operating assistance; and
- no reduction in the first payment of \$1.15 billion from the Capital Trust Fund; and
- appropriation of general capital in FY 2000 at levels at least comparable to the FY 99 level.

Should the Amtrak Board of Directors determine that any of these contingencies — or other significant funding event — has failed to occur within a reasonable time, the BMWE-Amtrak agreement provisions related to wage increases not yet paid shall be void unless the Amtrak Board of Directors determines that Amtrak is financially able to continue such payments. Prior to making its decision, the Board of Directors shall consult with the BMWE. If the wage increase provisions are void because such contingencies are not met or if Amtrak fails to pay scheduled increases and/or scheduled retroactive payments and/or scheduled lump sum payments on schedule:

1. Amtrak shall notify the BMWE as soon as it has determined that it will be unable to pay the scheduled increase and/or retroactive payment, and/or lump sum payment on schedule.
2. The parties will for a period of 30 days renegotiate the terms and conditions of this agreement in an effort to meet changed financial circumstances.
3. At the end of the 30 days, a cooling-off period will prevail for 30 days.
4. At the end of the cooling-off period, the parties may engage in self-help. If either party engages in self-help, the agreement will no longer bind either party.
5. The parties agree that a failure to pay scheduled pay increases and/or retroactive and/or lump sum payments on schedule shall be a major dispute.
6. Clerical error which delays scheduled pay increases and/or retroactive and/or lump sum payments shall not trigger procedures 1 - 5 above.

This agreement is without prejudice to BMWE's position that the glidepath is poorly considered transportation policy.

Quality Commitment,

dated June 27, 1992

June 27, 1992

Mr. J. Dodd, General Chairman  
1930 Chestnut Street, Suites 607-609  
Philadelphia, PA 19103

Mr. J. J. Davison, General Chairman  
450 Chauncy Street  
Mansfield, MA 02048

Dear Sirs:

The company and union recognize that Amtrak's success is dependent on delivering quality service to the traveling public. It is the mutual goal of the parties to promote quality service in every phase of Amtrak's operations. To meet this goal, the company and union pledge to cooperate in endeavors which promote quantity and quality of work; safety and efficiency of operations and harmonious work relationships.

The parties recognize that a joint approach involving employees and supervisors at the local level is essential to delivering quality customer service and improving the effectiveness of Amtrak's performance. Local supervisors and employees are encouraged to implement cooperative approaches, including quality circles, to improve our operation and quality of customer service.

The company and union recognize that quality offers the greatest opportunity for the success and security of Amtrak and its employees. To this end, the parties commit to make quality the performance standard for all employees.

This agreement may be canceled by either party by sending a written twenty-nine day advance notice on the other party.

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

/s/ J. P. Lange  
J. P. Lange, Assistant Vice President  
Labor Relations

FOR THE BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYEES

/s/ Jed Dodd  
J. Dodd, General Chairman

/s/ John Davison  
J. J. Davison, General Chairman

Flexible Spending Accounts Agreements,  
dated January 7, 1993

January 7, 1993

Mr. J. Dodd, General Chairman  
Brotherhood of Maintenance  
of Way Employes  
1930 Chestnut Street  
Suites 607-609  
Philadelphia, PA 19103

Dear Mr. Dodd:

During the recent round of negotiations, we reached agreements with several labor organizations which contained provisions for flexible spending accounts for dependent care and health care. We want to extend this benefit to all of our agreement covered employees. Accordingly, we propose the following language be adopted covering employees under your jurisdiction.

**SPECIAL ACCOUNTS**

Within six months from the date of this agreement, Amtrak will establish flexible spending accounts for dependent care and health care. The plans will be in accordance with the IRS regulations and applicable laws.

If you concur in adopting this provision, please sign in the space indicated below and return the fully-executed copy to me within 45 days of the date of this letter.

Very truly yours,

*/s/ J. M. Fagnani*

J. M. Fagnani  
Director-Labor Relations

I CONCUR:

*/s/ Jed Dodd*

2/19/93

\_\_\_\_\_  
J. Dodd  
General Chairman

Date



January 7, 1993

Mr. J. J. Davison, General Chairman  
Brotherhood of Maintenance  
of Way Employes  
450 Chauncy Street  
Mansfield, MA 02048

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*/s/ J. M. Fagnani*

J. M. Fagnani  
Director-Labor Relations

I CONCUR:

*/s/ John Davison*

*2/15/93*

\_\_\_\_\_  
J. J. Davison  
General Chairman

Date

401(k) Savings Plan Agreement  
dated February 28, 1994

**AGREEMENT**  
**BETWEEN**  
**NATIONAL RAILROAD PASSENGER CORPORATION**  
**(AMTRAK)**  
**AND**  
**ITS EMPLOYEES REPRESENTED BY**  
**THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

Amtrak will establish a 401(k) tax-deferred retirement savings plan for its eligible employees represented by the Union signatory below, subject to the following provisions:

1. The plan will be effective July 1, 1994, or as soon thereafter as possible. Eligible employees may make contributions as provided in the Plan through payroll deduction.
2. An eligible employee is an active employee who has completed one year of service as defined in the Plan.
3. Participation in the Plan by any eligible employee shall be voluntary.
4. There will be no contributions to the Plan by Amtrak.
5. Amtrak will take such actions as may be prudent or required by law to maintain the tax qualified status of the Plan.

Signed this 28 th day of February, 1994.

For:  
Amtrak

*/s/ J. M. Fagnani*

---

J. M. Fagnani  
Director-Labor Relations

For:  
Brotherhood of Maintenance  
of Way Employes

*/s/ John Davison*

J. J. Davison  
General Chairman

**AGREEMENT**  
**BETWEEN**  
**NATIONAL RAILROAD PASSENGER CORPORATION**  
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**ITS EMPLOYEES REPRESENTED BY**  
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1. The plan will be effective July 1, 1994, or as soon thereafter as possible. Eligible employees may make contributions as provided in the Plan through payroll deduction.
2. An eligible employee is an active employee who has completed one year of service as defined in the Plan.
3. Participation in the Plan by any eligible employee shall be voluntary.
4. There will be no contributions to the Plan by Amtrak.
5. Amtrak will take such actions as may be prudent or required by law to maintain the tax qualified status of the Plan.

Signed this 9<sup>th</sup> day of February, 1994.

For:  
Amtrak

*/s/ J. M. Fagnani*

\_\_\_\_\_  
J. M. Fagnani  
Director-Labor Relations

For:  
Brotherhood of Maintenance  
of Way Employes

*/s/ Jed Dodd*

J. Dodd  
General Chairman

**RATES OF PAY EFFECTIVE JANUARY 1, 1999**

Corridor & District Gangs

Foreman A TLM		19.35
Foreman TLM		18.27
Technician - Gangs		18.21
Foreman/Repairman	C&D	19.30
MW Foreman	C&D	17.73
Asst. Track Foreman		16.06
E.W.E. Operator A	C&D	16.93
E.W.E. Operator B	C&D	16.43
E.W.E. Operator C	C&D	16.15
Machine Operator	C&D	15.28
Trackman	C&D	14.54
MW Truck Driver	C&D	16.13
MW Repairman C&D		17.54
Repairman Helper	C&D	14.92
Oxygen Welder C&D		16.39
Lead Camp Car Cook	C&D	16.15
Camp Car Cook C&D		16.05
Camp Car Attendant	C&D	14.88
Foreman TLS		18.10
Foreman TLS		17.82
Trackman TLS		14.62
E.W.E. Operator A TLS	17.03	
E.W.E. Operator B TLS	16.51	
E.W.E. Operator C TLS	16.26	
Machine Operator TLS		15.39
Truck Driver TLS		16.24
Asst. Foreman TLS		16.18
MW Foreman/Repairman TLS		19.35
MW Repairman TLS		17.64
Welder		16.47
Lead Cook		16.25
Cook		16.13
Camp Car Attendant		15.00

Southern District Electric Traction

Foreman	ET	20.64
Electronic Technician		20.20
Gang Foreman	ET	19.39
MW Foreman Gang Bal	ET	18.82
Cable Splicer	ET	17.21
ET Lineman		16.93
MW Electrician - SubStation		16.93
MW Electrician		16.82
3 <sup>rd</sup> Rail Welder NY		16.80
Lineman/Groundman 3 <sup>rd</sup> Rail		16.58
Stationary Engineer	ET	16.27

Divisional Forces

B&B Foreman		NSD	18.15
B&B Inspector		NSD	18.15
B&B Mechanic		NSD	16.15
Bricklayer			16.39
Cabinetmaker			16.39
Sign Writer			16.39
Sandblaster			16.39
Master Plumber Foreman			18.80
Plumber			16.39
B&B Asst. Foreman			16.80
B&B Foreman		ND	18.39
B&B Mechanic		ND	16.35
MW Foreman Track	SD		17.50
Asst. Foreman Track	SD		15.28
Trackman		NSD	14.52
E.W.E. Operator A	SD		16.94
E.W.E. Operator B	SD		16.15
E.W.E. Operator C	SD		15.89
Machine Operator			15.28
MW Repairman Foreman			18.15
MW Repairman			17.05
MW Helper/Apprentice	SD		14.94
MW Foreman Welder			17.90
Structural Welder	SD		16.55
MW Welder	SD		16.39
Structural Welder	ND		16.53
Arc Welder	ND		16.39
MW Foreman B	ND		17.50
MW Foreman Crane	ND		16.57
E.W.E. Operator B	ND		15.14
Machine Operator	ND		15.14
Tractor Trailer Driver Bear			17.10
Tractor Trailer Driver Neng			17.10
Portal Drawbridge 1 <sup>st</sup>			15.49
Portal Drawbridge 2 <sup>nd</sup> & 3 <sup>rd</sup>			15.67
Portal Bridge Tender			14.72
Dock Bridge Tender			14.72
Drawbridge Operator	ND		15.49
MW Truck Driver	SD		16.13
Track Asphalt		NSD	14.94

## Off Track Vehicle Accident Benefits

### National Agreement As Amended September 26, 1996

Where employees sustain personal injuries or death under the conditions set forth in paragraph A below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph B below, subject to the provisions of other paragraphs in this Article.

#### A. Covered Conditions

This article is intended to cover accidents involving employees covered by this Agreement while such employees are operating, riding in, boarding, or alighting from off-track vehicles authorized by the carrier and any accident which occurs while an employee is under pay.

#### B. Payments to be Made

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

##### (1) Accidental Death or Dismemberment

The carrier will provide for loss of live or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$300,000
Loss of Both Hands	\$300,000
Loss of Both Feet	\$300,000
Loss of Sight of Both Eyes	\$300,000
Loss of One Hand and One Foot	\$300,000
Loss of One Hand and Sight of One Eye	\$300,000
Loss of One Foot and Sight of One Eye	\$300,000
Loss of One Hand or One Foot or Sight of One Eye	\$150,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense and medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a), commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$1,000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$10,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$10,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

**C. Payments in Case of Accidental Death**

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

**D. Exclusions**

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;

- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

**E. Offsets**

It is intended that this Article V is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

**A. Subrogation**

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided for covered accidents on or after May 1, 1971.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

“In consideration of the payment of any of the benefits provided in Article V of the Agreement of February 10, 1971,

(Employee or personal representative)

Agrees to be governed by all of the conditions and provisions said and set forth by Article V.”

**Savings Clause**

This Article V supersedes as of May 1, 1971, any agreement providing benefits of a type specified in paragraph (b) hereof under the conditions specified in paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by April 1, 1971, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article V in lieu of this Article V.