

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 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"

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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".

Scope Board Agreement,  
dated January 5, 1987

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.

**Scope Board Agreement,  
dated January 5, 1987**

- 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 EMPLOYEES

NATIONAL RAILROAD  
PASSENGER CORPORATION

*/s/ John J. Davison*

*/s/ L. C. Hriczak*

\_\_\_\_\_  
J. J. Davison  
General Chairman

\_\_\_\_\_  
L. C. Hriczak  
Director-Labor Relations

*/s/ Jed Dodd*

\_\_\_\_\_  
J. Dodd  
General Chairman



Side Letter No. 1  
dated 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**

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 BMWE 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 BMWE.

Amtrak intends to use the BMWE 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. BMWE 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 BMWE.

Additionally, should the Carrier lease 30th Street Station, Philadelphia, PA to another party, Amtrak will work out an understanding for the BMWE 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*

---

J. J. Davison, General Chairman

I CONCUR:

*/s/ Jed Dodd*

---

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"

**Revision No. 6, Side letter,  
dated January 5, 1986**

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*

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L. C. Hriczak  
Director-Labor Relations

I CONCUR:

*/s/ John J. Davison*

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J. J. Davison  
General Chairman

*/s/ Jed Dodd*

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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.

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<sup>3</sup> Added March 24, 1986

<sup>4</sup> Added June 27, 1992



- (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 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.

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

**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.

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.

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

- (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 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).

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

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

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 BMW 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.

**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.

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

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

(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.

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



**RULE 36 - SEVEN DAY POSITIONS**

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.
- (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.

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11 Revised June 27, 1992

12 The incentive allowance raised to .65 cents effective December 1, 1994.

- (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”

**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 truck 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*

\_\_\_\_\_  
J. P. LANGE  
ASSISTANT VICE PRESIDENT  
LABOR RELATIONS

\_\_\_\_\_  
J. DODD, GENERAL CHAIRMAN

*/s/ John J. Davison*

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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*

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L. C. Hriczak  
Director-Labor Relations

I CONCUR:

*/s/ John J. Davison*

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J. J. Davison  
General Chairman

*/s/ Jed Dodd*

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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*

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L. C. Hriczak  
Director-Labor Relations

I CONCUR:

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



**Exhibit A, Letter No. 4,  
dated May 27, 1982**

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*

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G. F. Daniels  
Vice President  
Labor Relations

AGREED:

*/s/ O. M. Berge*

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**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

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<sup>13</sup> Adopted June 27, 1992

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 employees'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
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
Fourth of July	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.

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

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**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**

**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:

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15 Revised June 27, 1992

- (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.
- (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.

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 4:00 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>

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

- (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.
- (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 therefore 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.

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

- (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.

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

\* Truck Driver not advertised will receive 124 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 254 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.

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

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

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

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 BMWE(NEC) Agreement.

**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

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

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.
- (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:

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

- (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"

**Procedure for scheduling appeal by first level appeal officer,  
dated October 21, 1983**

October 21, 1983

Mr. J. Dodd, General Chairman  
Brotherhood of Maintenance of Way Employees  
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:

- C The initial appeal must be presented by the employee in accordance with the provisions of Rule 74.
- C The Carrier must acknowledge the appeal within fifteen (15) days of receipt and schedule an appeal hearing.



**Procedure for scheduling appeal by first level appeal officer,  
dated October 21, 1983**

Mr. J. Dodd

-2-

October 21, 1983

- C The appeal hearing must be held within thirty (30) days of the Carrier's receipt of the employee's appeal.
- C The Carrier must render a decision within fifteen (15) days from the date of the conclusion of the appeal hearing.
- C 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.
- C 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.*

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

I CONCUR:

*/s/ Jed Dodd*

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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:

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

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

- (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.

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

- (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.

**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 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

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

- 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.

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.

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.

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

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 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

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



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 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>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.

- (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.

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 that walking distance from the Camp Cars, the driver of the vehicle

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

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.

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

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

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.

**Rule 89 Seniority Rights Letter Agreement  
Dated February 15, 1996**

Messrs. Davison, Dodd and Geller  
February 15, 1996  
Page 2

If the above properly reflects our understanding, please sign below.

Very truly yours,

*/s/ R. F. Palmer*

\_\_\_\_\_  
R. F. Palmer  
Director-Labor Relations

I Concur:

*/s/ John J. Davison*  
J. J. Davison, General Chairman

*3-4-96*  
Date

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

*3-4-96*  
Date

*/s/ Perry K. Geller*  
P. K. Geller, General Chairman

*3-4-96*  
Date



## 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

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

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 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.
- (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.

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

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

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.
- (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.

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

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



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**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:

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

- (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.
- (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.

**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

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<sup>37</sup> Adopted December 9, 1997 and February 17, 1999 Letter Agreement

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 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

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38 Revised June 27, 1992

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

**Attachment "A",  
dated June 27, 1992**

### **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 Employees, 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.

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

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

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40 Revised October 30, 1978 National Agreement

41 Revised June 27, 1992

42 Revised December 9, 1997

Amtrak were a party to that agreement. Benefits under this Rule will be paid for covered accidents occurring on or after May 19, 1976.

**Rule 93 - Questions & Answers**

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 BMW 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 BMW 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.

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43 Revised June 27, 1992

44 Revised December 9, 1997

45 December 11, 1981 National Agreement, adopted April 22, 1982

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

- (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.

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46 Adopted by Agreement dated January 5, 1987.

47 October 17, 1986 National Agreement, adopted January 5, 1987

48 Adopted December 9, 1997

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

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-BMW 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 BMW, 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 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 Employees from agreeing upon any subject of mutual interest.

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49 Amended April 4, 1996

50 Revised December 9, 1997

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(SAMPLE FORM OF ROSTER)

AMTRAK

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

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	QUALIFICAT IONS	RANK	DATE	QUALIFICAT IONS

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

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 Employees

TRUCK DRIVER

NAME	DATE ENTERED SERVICE	SENIORITY IN CLASS	
		RANK	DATE

REVISED (DATE OF REVISION)

This form of roster to be used Revised \_\_\_\_\_  
for other classes of employees Date Posted \_\_\_\_\_  
appearing on a separate roster; Time Limit of Appeal Expires \_\_\_\_\_  
(ie) Crossing Watchman,  
Lampman, etc.

\_\_\_\_\_  
(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

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 Revised \_\_\_\_\_  
for each craft in the Bridge and Date Posted \_\_\_\_\_  
Building Department. B&B Time Limit of Appeal Expires \_\_\_\_\_  
Inspectors will be shown on roster  
of craft from which promoted.

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

(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

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 Employees

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)

SAMPLE FORM OF BULLETIN  
AMTRAK

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

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

(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.
Rate of Pay	Daily except (rest days), subject to call outside tour of duty. (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



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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  
Employes.

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.

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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.

(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)

- (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 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.

- (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:
  - (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 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 therefor 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.

(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)

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.
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 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 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 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 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 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.

**WAGE DEDUCTION AUTHORIZATION**

**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 \_\_\_\_\_ FEDERATION,  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

REGION

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

HOME ADDRESS (STREET AND NUMBER)

SOCIAL SECURITY NUMBER

(CITY, STATE, ZIP CODE)

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 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. \_\_\_\_\_





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 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

ATTACHMENT A  
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

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 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.  
  
(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 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 FOR THE CONSOLIDATED RAIL  
OF WAY EMPLOYES

*/S/ Fred Wurpel, Jr.*

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CORPORATION

*/s/ A. E. Egbers*

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FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

*/S/ A. R. Lowry*

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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 33.2 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.  
  
(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 Employees, 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).
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 employees 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 employees 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 employees appearing on the newly established May 19, 1976, Consolidated Seniority Roster.
  - (c) Employees first establishing a seniority date in any class, and new employees will be shown only on the appropriate newly established May 19, 1976, Consolidated Seniority Roster.
  - (d) Prior right preference is applicable only when assigning employees 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.
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.

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Memorandum of Agreement Consolidating Rosters, dated April 30, 1976

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:

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION:

*/s/ Thos. Christensen*

*/s/ A. R. Lowry*

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Thomas P. Christensen  
General Chairman  
Northeastern Federation

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

*/s/ R. N. Mogle*

*/s/ S. H. Heltzinger*

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R. N. Mogle  
General Chairman  
Pennsylvania Federation

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

*/s/ Fred Wurpel, Jr.*

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Fred Wurpel, Jr.  
Vice President

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 Employees, Northeast Corridor (BMWE-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 BMWE-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 BMWE-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 BMWE-NEC Agreement dovetailed into the existing appropriate Amtrak BMWE 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 BMWE 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 BMW-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  
                                  20 Others  
                                  24 Total

B & B Department:      1 Foreman  
                                  10 Others  
                                  11 Total

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*

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

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J. Dodd  
General Chairman

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G. R. Weaver  
Assistant Vice President  
Labor Relations

APPROVED:

*/s/ W. E. LaRue*

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W. E. LaRue  
Vice President

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



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

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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 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(c) 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:

**MEASUREMENT PERIODS**

<u>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date of Adjustment</u>
March 1995	March 1996	
plus		
March 1997	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 of Adjustment</u>	<u>Minimum CPI Increase That Shall Be Taken Into Account</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 of Adjustment</u>	<u>Maximum CPI Increase That Shall Be Taken Into Account</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>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date 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 arbitraries 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 of Adjustment</u>	<u>Maximum CPI Increase That 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.
- (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/BMW 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.
- (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**

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 BMW- 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 BMW. 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 BMW 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 BMW’s position that the glidepath is poorly considered transportation policy.

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

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

Dear Mr. Davison:

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/ John Davison*

J. J. Davison

General Chairman

2/15/93

Date

**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 28th day of February, 1994.

For:  
Amtrak  
/s/ J. M. Fagnani  
J. M. Fagnani  
Director-Labor Relations

For:  
Brotherhood of Maintenance of Way Employees  
/s/ John Davison  
J. J. Davison  
General Chairman

**AGREEMENT**

**BETWEEN**

**NATIONAL RAILROAD PASSENGER CORPORATION  
(AMTRAK)**

**AND**

**ITS EMPLOYEES REPRESENTED BY**

**THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

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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 9th day of February, 1994.

For:  
Amtrak

For:  
Brotherhood of Maintenance  
of Way Employes

*/s/ J. M. Fagnani*

*/s/ Jed Dodd*

\_\_\_\_\_  
J. M. Fagnani  
Director-Labor Relations

\_\_\_\_\_  
J. Dodd  
General Chairman

**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

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
Traction Portal Bridge Tender		14.72
Dock Bridge Tender		14.72
MW Truck Driver	SD	16.13
Drawbridge Operator	ND	15.49
Track Asphalt	NSD	14.94

**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:

i. Accidental Death or Dismemberment

The carrier will provide for loss of life 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.

ii. 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.

iii. 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.

iv. 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:

- (A) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- (B) Declared or undeclared war or any act thereof;
- (C) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (D) 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;
- (E) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (F) 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.

f. 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,

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(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.

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**General Letter Agreements -  
Scope And Classification Rules Intent Agreement, dated April 30, 1976**

April 30, 1976

Mr. Fred Wurpel, Jr., Vice President  
Brotherhood of Maintenance of Way Employes  
Broad Street Bank Building - Suite 709  
143 East State Street  
Trenton, New Jersey 08608

Dear Mr. Wurpel:

It is the intent of the parties that the Agreement signed at Washington, D.C., April 30, 1975, covering Wages, Rules and Working Conditions, shall apply to employees in the Northeast Corridor and that the Scope Rule of the former New York, New Haven & Hartford Railroad Agreement shall govern work jurisdiction on the former New York, New Haven & Hartford Railroad territory, and that the Scope Rule of the former Pennsylvania Railroad Agreement shall govern work jurisdiction on the former Pennsylvania Railroad territory.

The parties intend to preserve the work jurisdiction and established work practices presently included in the Scope Rules and Classification Rules of the Agreements between the former Pennsylvania Railroad and New York, New Haven & Hartford Railroad and the Brotherhood of Maintenance of Way Employes. It is not the intent of the parties either to diminish or enlarge upon the work jurisdiction set forth in said Rules. A copy of the former New York, New Haven & Hartford Railroad Scope Rule is attached hereto for convenient reference.

If you agree that the foregoing correctly sets forth our understanding, please sign one copy of this letter in the space provided below to indicate your concurrence and return it to me.

Very truly yours,

*/s/ A. R. Lowry*

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Assistant Vice President &  
Director - Labor Relations

I CONCUR:

*/s/ Fred Wurpel, Jr.*  
Fred Wurpel, Jr., Vice President

MAINTENANCE OF WAY AGREEMENT

SCOPE: These rules governing the hours of service, rates of pay and working conditions of the following classes of employees:

MAINTENANCE OF WAY DEPARTMENT

Bridge and Building Foremen  
Assistant Bridge and Building Foremen  
Bridge and Building Mechanics, i.e., Carpenters, Masons, Painters and Helpers of each Section and Extra Gang Foremen and Assistants  
Equipment Engineers  
Equipment Firemen  
Equipment Watchmen  
Track, Extra Gang and Work Train Laborers  
Bridge and Tunnel Watchmen  
Track Patrol  
Maintenance Helpers  
Trackwalkers  
Track Welders  
Assistant Track Welders  
Rail Inspectors  
Motor Patrol Helpers  
B&B Laborers  
Fire Patrol  
Bull Dozer Operator  
Compressor Operator  
Milling Machine Operator  
Grinder Operator  
Track Department Machine Operators  
Track Nut Runner Operators  
Power Jack Operators  
Mole Operators  
Spike Pullers  
Adzing Machine Operators  
Tie Borers  
Clip Nut Runners  
Combination Owing and Sidewalk Plow Operators

TRANSPORTATION OR MAINTENANCE OF WAY DEPARTMENT

Highway Crossing Watchmen and Gatemen  
Lampmen  
Drawbridge Tenders and Assistants

**MEMORANDUM OF AGREEMENT**  
Between  
**NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)**  
and  
**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES**

Effective May 19, 1976, employees assigned to Camp Car Gangs (except as provided in Rules 89, 90-A, 90-B and 90-C) will be compensated for travel time as follows:

- (a) Time spent in traveling from one work point to another outside of regularly assigned hours or on a rest day or holiday shall be paid for at the straight time rate.
- (b) An employee who is not furnished means of transportation by the railroad company from one work point to another and who uses other forms of transportation for this purpose shall be reimbursed for the cost of such other transportation. If he uses his personal automobile for this purpose in the absence of transportation furnished by the railroad company he shall be reimbursed for such use of his automobile at the rate of fifteen cents (15¢) a mile. If an employee's work point is changed during his absence from the work point on a rest day or holiday this paragraph shall apply to any mileage he is required to travel to the new work point in excess of that required to return to the former work point.

This Agreement signed at Philadelphia, Pennsylvania on May 19, 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 NATIONAL RAILROAD  
OF WAY EMPLOYES:**

**PASSENGER CORPORATION:**

/s/ Thos. Christensen  
Thomas P. Christensen,  
General Chairman Northern Federation

/s/ S. H. Heltzinger  
S. H. Heltzinger  
Director Personnel/Labor Relations

/s/ R. N. Mogle  
R. N. Mogle  
General Chairman  
Pennsylvania Federation  
Absenteeism Agreement  
dated October 26, 1976

/s/ A. R. Lowry  
A. R. Lowry  
Assistant Vice President &  
Director-Labor Relations

AGREEMENT BY AND BETWEEN NATIONAL RAILROAD  
PASSENGER CORPORATION AND THE EMPLOYEES  
REPRESENTED BY  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

IT IS AGREED:

1. Maintenance of Way Employees absent from work without permission or legitimate cause shall, on the first offense, be served a written notice advising them that unauthorized absences from work will not be tolerated and could subject them to discipline. A copy of such notice will be furnished the General Chairman of the area involved.

“Legitimate cause” is interpreted to mean illness of the employee, or of a member of his household requiring his personal attention; or attendance in court. In cases where the employee reports off ill, resulting in absence of three [3] or more days, a doctor’s certificate of treatment or examination by a Company physician will be required before return to duty is permitted.

2. Maintenance of Way Employees who are found guilty of unauthorized absence from work on the second offense shall be subject to discipline of ten [10] working days suspension.
3. Maintenance of Way Employees who are found guilty of unauthorized absence from work for the third time within a 12-month period shall be subject to dismissal from service. The 12-month period shall start as of first offense as indicated under Item 1 of this Agreement.
4. The holding of a hearing resulting from the application of this understanding shall be on scheduled dates agreed to by the local supervision and the local representative of the area involved.
5. This policy shall be applied uniformly to employees subject to the rules of the Schedule Agreement.
6. The provisions of this Memorandum of Agreement shall in no way waive, restrict or affect the employees’ right to appeal under provisions of the effective Maintenance of Way Agreement.
7. This Agreement does not apply to Trackmen with less than thirty-one [31] calendar days of service.

8. This Agreement may be terminated by either party upon thirty [30] days' written notice by either party.

Signed at Philadelphia, Pennsylvania, this 26th day of October, 1976.

FOR THE BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYEES

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

/S/ W. E. LaRue, General Chairman

R. N. Mogle, General Chairman  
Pennsylvania Federation

/s/ S. H. Heltzinger

S. H. Heltzinger, Director  
Personnel/Labor Relations NEC

/s/ Thos. Christensen

T. C. Christensen, General Chairman  
Northeastern Federation



MEMORANDUM OF AGREEMENT

between

The National Railroad Passenger Corporation  
(Northeast Corridor)

And

Its Employees Represented By

The Brotherhood of Maintenance of Way Employees

WHEREAS, on April 30, 1976, the parties hereto entered into a Letter Agreement providing that Rules 89, 90-A, 90-B, and 90-C governing the establishment of special gangs will not become effective until the parties hereto agree on rates of pay,

IT IS HEREBY AGREED:

1. Employees assigned to special construction gangs established pursuant to Rules 89, 90-A, 90-B, or 90-C of the Agreement between the National Railroad Passenger Corporation and its employees represented by the Brotherhood of Maintenance of Way Employees will be paid an incentive rate of 25¢<sup>51</sup> per hour over and above the rate provided for the classification of the position to which assigned subject to the following:
  - a. The starting time of special gangs will be established by bulletin and will supersede existing starting time rules.
  - b. Starting times of special gangs established by bulletin may be changed upon 16 hours advance notice to the Organization and the employees affected.
  - c. Rules governing work days and rest days are modified to establish Saturday and Sunday as work days and to provide that any two consecutive rest days may be assigned.
  - d. A work week consisting of four ten-hour work days may be established with any three consecutive days as rest days.
  - e. When special gangs are established to work beyond the normal work zones and across seniority districts, positions will be bulletined to employees in the seniority districts over which the gang is to be worked.

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<sup>51</sup> Increased to 65¢ per hour effective June 27, 1992.

**General Letter Agreements - Special Construction Agreement, dated November 3, 1976**

- f. The incentive rate of 25¢ per hour shall be considered separate and apart from the basic rate of pay and shall not be subject to general wage increases.<sup>52</sup>
  - g. The incentive rate of 25¢ per hour shall not apply to employees on special gangs assigned by bulletin to work during normal working hours and a normal work week with rest days Saturday and Sunday within the normal work zone or seniority district of the employees assigned to such gangs.
2. The provisions in this Memorandum of Agreement shall supersede any rules of the Schedule Agreement entered into on April 30, 1976, with which they may be in conflict.
- 3.<sup>53</sup> The provisions of this Memorandum of Agreement shall be applicable for a period of one year from the date the first special gang is established thereunder, or until such earlier date agreed upon by the parties. At such time, either party may serve a notice upon the other for the purpose of revising and supplementing said agreement. In the event that any dispute involving such a notice cannot be resolved by the parties within 30 days after service of said notice, either party may serve upon the other a 30-day notice of termination of the provisions of this agreement.

Signed at Washington, D.C., this 3rd day of November 1976.

FOR THE BROTHERHOOD OF MAINTENANCE FOR THE NATIONAL RAILROAD  
OF WAY EMPLOYEES:

PASSENGER CORPORATION:

/s/ H. C. Crotty

/s/ A. R. Lowry  
A. R. Lowry  
Assistant Vice President &  
Director-Labor Relations

/s/ S. H. Heltzinger  
S. H. Heltzinger  
Director-Labor Relations  
Northeast Corridor

<sup>52</sup> Incentive increased to 65¢ per hour effective June 27, 1992.

<sup>53</sup> Amended February 27, 1979, by agreement between Director-Labor Relations S. H. Heltzinger and General Chairmen W. E. LaRue and J. J. Lattanzio, as attached.

MEMORANDUM OF UNDERSTANDING

Between

NATIONAL RAILROAD PASSENGER CORPORATION (NEC)

And

Brotherhood of Maintenance of Way Employes

It is understood between the parties signatory hereto that the Agreement dated November 3, 1976, which is currently in effect, providing for the establishment of SPECIAL CONSTRUCTION GANGS under Rules 89, 90A, 90B or 90C of Brotherhood of Maintenance of Way Employes Agreement dated May 19, 1976, will remain in effect until changed or modified in accordance with the Railway Labor Act, as amended.

FOR:  
BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES

FOR:  
NATIONAL RAILROAD PASSENGER  
CORPORATION

/s/ W. E. LaRue  
General Chairman

/s/ S. H. Heltzinger  
Director-Labor Relations

/s/ J. J. Lattanzio  
General Chairman

September 17, 1986

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

Dear Sir:

This has reference to our various discussions, most recently on September 3, 1986, concerning the Organization's request for establishment of a procedure to provide a per diem allowance for certain types of gangs established pursuant to Rule 90-A, 90-B and 90-C<sup>54</sup> in lieu of all other allowances provided in those Rules.

Consistent with our discussions, a per diem allowance will be provided for covered gangs established pursuant to Rules 90-A, 90-B and 90-C subject to the following:

1. The per diem allowance will be \$29.50<sup>55</sup> for each work day that covered employees perform compensated service. This per diem allowance is in lieu of any and all other allowances for which covered employees are otherwise eligible.
2. The per diem will be applicable to gangs established pursuant to Rules 90-A, 90-B and 90-C which normally consist of twenty-five or less positions and perform such functions as, but not limited to Surfacing, Welding and Material Distribution.
3. When the per diem allowance is to be applied consistent with this Agreement, the Organization will be so advised at the time the units are established pursuant to Section II of Rules 90-A, 90-B and 90-C. In this regard, to the extent that the per diem is applicable, Rule 90-A, 90-B and 90-C, Section II are so modified to include item (6) - Per diem allowance. The per diem allowance will also be included on all bulletins of positions in covered gangs.

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<sup>54</sup> Amended June 27, 1992 to include Rule 90-B and 90-C gangs.

<sup>55</sup> Amended December 9, 1997.

J. Dodd  
Per diem Allowance  
September 17, 1986  
Page 2

4. The per diem allowance will discontinue and the allowances otherwise provided for in Rule 90-A, 90-B and 90-C will be applicable should the headquarters point for a particular gang change more than seventy (70)<sup>56</sup> rail miles in any one direction from the point originally established.

Confirming our discussions, the per diem allowance provided for in [this] agreement will be applied to Contract Tamper Operators and employees in Gang Z-142 consistent with agreements covering those employees effective upon receipt of a fully executed copy of [this] agreement.<sup>57</sup>

This agreement will become effective upon receipt by the Carrier of a fully executed copy thereof, or as soon thereafter as practical, and shall remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

If the foregoing is acceptable to the Organization, please so indicate by signing in the space provided below, returning one original to this office and retaining one for your file.

Very truly yours,

/s/ L. C. Hriczak  
L. C. Hriczak  
Director-Labor Relations

I CONCUR:

/s/ Jed Dodd 11/4/86  
J. Dodd  
General Chairman

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<sup>56</sup> Amended June 27, 1992

<sup>57</sup> Inserted from September 17, 1986, Letter of Understanding.

Memorandum of Agreement entered into this 28th day of January 1977 by and between the National Railroad Passenger Corporation (Amtrak) Northeast Corridor and the Maintenance of Way Employees represented by the Brotherhood of Maintenance of Way Employees.

IT IS AGREED THAT:

In the event Amtrak, Northeast Corridor does not have equipment available to perform maintenance of way work and said equipment cannot be rented or leased without an operator it may, in accordance with the Scope Rule of the Maintenance of Way Agreement, which provides for clearance before work of maintenance of way classification can be contracted out in accordance with the following:

Forms #1 and #2 attached hereto and made part of this memorandum will be used with the understanding that Form #1 shall be completed by the Division Engineer and furnished to the General Chairman, M.W., or his designated representative, for his approval before any contractor's equipment or employees are permitted to perform work coming within the scope of the current M.W. Agreement.

Form #2 shall be completed by the General Chairman and mailed to the Division Engineer. When the work referred to in the original request has been completed, a copy of Form #2 will be furnished the General Chairman advising him the date payment is to be made.

For the:  
Northeastern System Federation  
Brotherhood of Maintenance  
of Way Employees

/s/ Thos. Christensen  
Thomas P. Christensen  
General Chairman

Pennsylvania Federation  
Brotherhood of Maintenance  
of Way Employees

/s/ W. E. LaRue  
Wm. E. LaRue  
General Chairman

For the:  
National Railroad Passenger  
Corporation, Northeast  
Corridor

/s/ S. H. Heltzinger  
S. H. Heltzinger  
Director Labor Relations NEC

Form No. 1

Date:

Subject:

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M. W. District Chairman

In accordance with the scope rule of the M. W. Agreement, it is our desire to hire contractor's equipment to perform M. W. Maintenance work on the \_\_\_\_\_ Division.

Will you please advise who shall be step-rated while the contractor's equipment is used on this project.

Very truly yours,

Division Engineer

Form No. 2

Date:

Subject:

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

Division Engineer

This is to advise that I approve rental of equipment for work as outlined in subject above with the full understanding that \_\_\_\_\_, M. W. employee of Sub-Division No. \_\_\_\_\_ will be paid the hourly rate of \_\_\_\_\_ per hour for each hour the contractor's equipment is used on this project.

Approved:

\_\_\_\_\_  
District Chairman, BMWE

Payment Confirmed

\_\_\_\_\_, M. W. Employee was paid the hourly rate shown above

on the following dates: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Supervisor of Track



MEMORANDUM OF AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

and

Its Employees in the Maintenance of Way Department

Represented by

THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

IT IS AGREED:

1. The Carrier will establish training programs for the following classes of employees:
  - (a) Track Foremen
  - (b) Track Foremen Trainees
  - (c) Track Welders/Structural Welders
  - (d) Machine/Equipment Operators
  - (e) B&B Foremen
  - (f) B&B Foremen Trainees
  - (g)<sup>58</sup> Maintenance of Way Repairmen
2. The Carrier may at its discretion request any employees holding seniority and working as such in Classes (a), (c), (d), (e) and (g)<sup>59</sup> listed in Section 1 above to attend the appropriate training courses in order to more adequately qualify them for such responsibilities. Employees requested to attend these training courses and declining to do so will be excused from attending with a reasonable explanation.
- 3.<sup>60</sup>
  - (a) The Carrier will solicit and accept applications from employees holding seniority on M of W Track and Bridge and Building Department seniority rosters for training courses for Trainee positions.
  - (b) The Carrier will designate the location, length of training course, type of training course and officer to whom the employee will report.

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<sup>58</sup> Added November 29, 1977

<sup>59</sup> Added November 29, 1977

<sup>60</sup> Amended June 27, 1992

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**General Letter Agreements - Maintenance of Way Employees Training Agreement dated August 26, 1977, updated through June 27, 1992**

- (c) The Carrier will have the right to change the length of a respective training course with 15 days notice to the General Chairman.
  - (d) The Carrier will bulletin the types of training courses, qualifications for the course, location to be held and work zone of assignment, at least 15 days prior to the start of each month. Such bulletins will be displayed at the headquarters listed in Rule 14 for not less than 7 days. The bulletin shall include the caption (Initial Training to be Provided in Accordance with the Training Agreement of August 26, 1977.) The successful applicants will be notified by bulletin.
  - (e) Trainees of the above listed program will be selected from applicants jointly by the Assistant Chief Engineer Maintenance, or his designated representative, and the designated representative of the appropriate General Chairman, B.M.W.E. In the selection of applicants, qualifications and aptitude being sufficient, earliest date of entry into Carrier's service shall govern. In the event the Assistant Chief Engineer-Maintenance, or his designated representative, and the designated representative of the appropriate General Chairman, B.M.W.E. are unable to agree on the candidates, the matter will be referred to the Chief Engineer, Northeast Corridor, and the appropriate General Chairman, B.M.W.E.
  - (f) The Assistant Chief Engineer-Maintenance, or his designated representative, and the designated representative of the appropriate General Chairman, B.M.W.E., will promptly review any complaint received from individual employees who applied for selection as Trainees but were not so selected. If they are not able to dispose of such complaints, the complaints may be referred to the Chief Engineer, Northeast Corridor, and the appropriate General Chairman, B.M.W.E. In no event shall such complaints be considered, handled or recognized as a grievance or penalty claim against the Carrier.
4. (a) Employees will be required to report to designated classrooms, Monday through Friday, 40 hours per week. Daily class hours will not necessarily be uniform but will be subject to the discretion of the Carrier. In no event will employees be required to attend class in excess of 40 hours per week.
- (b) Employees who are absent from class without furnishing bona fide reason to the Carrier, or who in the judgement of the designated Carrier officer are failing to maintain satisfactory progress, will be dismissed from the program and returned to their former positions.
5. (a) Employees attending training courses will be paid at the pro rata rate of the position held immediately prior to attending.
- (b) During the period the employees who are attending any of the above training courses will have the right to make application for advertised positions, may be awarded the position at the appropriate rate of pay but will not be placed on the position until such time the training course is completed. The period of qualification as specified in Rule 6 of the current M of W agreement will begin the first day the employee is placed on his awarded position.
- (c) Necessary lodging and transportation will be provided by the Carrier when applicable.

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**General Letter Agreements - Maintenance of Way Employees Training  
Agreement dated August 26, 1977, updated through June 27, 1992**

- (d) When employees are attending training courses, it will be understood that the employees have accepted a position in accordance with Rule 4, Paragraph (c) of the current Amtrak agreement. Employees will be paid travel time on the basis of two minutes per mile from home to the classroom, and return, each day unless the Carrier provides transportation and travel time.
- 6.<sup>61</sup> (a) Vacancies caused by employees attending training courses will be considered a temporary vacancy of less than 30 days duration and, if necessary, filled in accordance with the rules of the applicable schedule agreement. These vacancies, however, will not be bulletined or advertised.
- (b) Those who successfully complete the training shall be awarded the positions covered by the training. Employees awarded the positions shall stay on the position for a period of 6 months except when bidding to a higher rated position. The senior employee who completes the training shall be awarded the position. Seniority shall begin on the date of the award for employees who successfully complete the training and are awarded the position.
- (c) Employees who successfully complete the training who are not awarded positions may be assigned to positions that go (no qualified bidders) that are in the same work zone for the positions for which the training was initially posted in reverse seniority order. Such employees stand for assignment to such positions for a period of six months and must remain on the position for six months unless bidding to a higher rated position. An employee so assigned may be released by agreement between the General Chairman and the Assistant Chief Engineer in cases of hardship. No employee may be so assigned more than once for each training course completed under the provisions of this training agreement.
- (d) At the completion of the training course, employees will be returned to the position they last held prior to attending these courses, or may, within 5 days from his return to such position, exercise seniority to any position bulletined or awarded during the time he is attending training courses.
- (e) If, during the time an employee is attending training courses, his former position is abolished or filled by a senior employee in the exercise of his seniority, he may, upon return from training courses, exercise seniority in conformity with the rules of the applicable schedule agreement.
7. The selection and training of employees under this program shall be without discrimination because of race, color, creed, national origin or sex.
8. This Memorandum of Agreement will be considered as a separate agreement between the National Railroad Passenger Corporation (Amtrak-NEC) and the Brotherhood of Maintenance of Way Employees and shall remain in full force and effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

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<sup>61</sup> Amended June 27, 1992

MEMORANDUM OF AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Recognizing the need to establish a uniform procedure for Committee Work on the Northeast Corridor, effective October 1, 1978, it is agreed:

1. Conferences between the Local Carrier Officers and Local Committee (comprised of not more than three Representatives) will be held during regular working hours without loss of time to the members of such Committee.
2. The Local Committee will meet with the Department Head at least once a month, at a scheduled date, to discuss claims and grievances which will be listed for discussion not less than ten (10) days prior to the scheduled date of the monthly meeting.
3. The Local Committeeman will have the right to stop his time on his work assignment to investigate and adjust claims and grievances for the members of his Lodge when it will not interfere with or cause delay to his assigned duties. The starting and stopping of the Committeeman's work will be reported to the person responsible for recording the daily work time. It is further understood that the Local Committee will not be compensated by the Carrier while investigating and/or adjusting claims and grievances.
4. The Corporation shall not discriminate against any of its employees who are selected as Local Committee Representatives of the Organization who from time to time represent other employees.
5. The Organization will be responsible for notifying the Carrier the names of the members of its Local Committee.

It is not the intent of this Agreement to delay or in other way interfere with the daily work operation in order to investigate and/or adjust claims. However, should conditions exist that would result in an unsafe practice, then the Committee and Local Supervisory personnel will promptly meet in a joint effort to resolve the problem.

This Agreement signed at Philadelphia, PA, this 19th day of September will become effective October 1, 1978, and will remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

FOR  
BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES

/S/ S. J. Adamo  
General Chairman

/s/ W. E. LaRue  
General Chairman

/s/ Fred Wurpel, Jr.  
Vice President

FOR  
NATIONAL RAILROAD PASSENGER  
CORPORATION

/s/ S. H. Heltzinger  
Director-Labor Relations

MEMORANDUM OF AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And Its Employees

Represented By

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Recognizing our Agreement, set forth in Exhibit A, Letter No. 12 of the May 27, 1982 Agreement, to establish the work classifications of B&B Foreman, B&B Assistant Foreman, B&B Mechanic and B&B Helper, according to the principles contained therein:

IT IS AGREED:

I. Work Classification Descriptions

The following work classifications are added to Article I of the Work Classification Rule:

- A. B&B Helper - Assists a B&B Mechanic
- B. B&B Mechanic - Construct, repair and maintain bridges, buildings and other structures.
- C. B&B Inspector (Except Northern District) - Inspect bridges, buildings and other structures under the jurisdiction of the Maintenance of Way Department.
- D. B&B Assistant Foreman - Directs and works with employees assigned to him under the supervision of a Foreman.
- E. B&B Foreman - Directs and works with employees assigned under his jurisdiction.

The following work classifications will be deleted from Article I of the Work Classification Rule, when the last incumbent attrites from each respective category:

Foreman and Assistant Carpenter	Ironworker
Foreman and Assistant Ironworker	Ironworker Helper
Foreman and Assistant Painter	Painter
Foreman and Assistant Mason	Painter Helper
Carpenter	Mason
Carpenter Helper	Inspector-B&B

II. Rates of Pay (Effective July 1, 1983)

		<u>Southern</u> <u>District</u>	<u>Northern</u> <u>District</u>
A. B&B Helper	(First Year 85%)	\$ 8.7420	\$ 8.5740
	(Second Year 92%)	\$ 9.4620	\$ 9.2800

**General Letter Agreements - B&B Mechanic Agreement dated August 16, 1983**

	(Full Rate)	\$10.2850	\$10.0870
B.	B&B Mechanic	\$11.1660	\$11.3090
C.	B&B Inspector	\$11.6410	---
D.	B&B Assistant Foreman	\$11.6410	---
E.	B&B Foreman (Carp., Painter)	\$12.1360	\$11.5950
	(Mason)		11.5280
	(Ironworker)		\$12.3140

III. Employment

- A. Employees hired subsequent to the Agreement effective May 27, 1982, will be employed as B&B Mechanics (or Helpers) in lieu of being employed as either Ironworkers (or Helpers), Masons (or Helpers), Carpenters (or Helpers), or Painters (or Helpers).
- B. In order to qualify as a B&B Mechanic (or Helper) an employee will be required to possess the skills normally associated with at least one of the crafts of Ironworker, Mason, Carpenter or Painter and to possess the personal hand tools normally required to perform the duties of the craft in which he is skilled. It shall be the obligation of the company to furnish B&B Mechanics those tools which are necessary when performing the duties of a craft other than that which was used to initially establish his qualifications as a B&B Mechanic (or Helper).

IV. Seniority

A. Mechanic, Mechanic Helper

- 1. The existing seniority rosters covering Ironworkers (or Helpers), Masons (or Helpers), Carpenters (or Helpers), or Painters (or Helpers) will be frozen coincident with the establishment of the new classes of B&B Mechanic and B&B Helper effective May 27, 1982.
- 2. A B&B Mechanic and B&B Helper Consolidated Seniority Roster shall be created for the Northern District and for the Southern District by dovetailing the earliest date shown on any one of the frozen craft rosters in each job category for each employee shown on one of the frozen rosters on the appropriate seniority district.
- 3. Any employee hired (or transferred from another sub department covered by the current effective Agreement with the BMWE to the B&B Department) after May 27, 1982, shall earn seniority only on the Consolidated Roster as appropriate.
- 4. Additions to the appropriate B&B Mechanic and B&B Helper Consolidated Seniority Roster effective after May 27, 1982, shall be in accordance with the applicable provisions of the Rules Agreement.

B. Foreman, Assistant Foreman, Inspector

- 1. The existing respective Foreman, Assistant Foreman and Inspector seniority rosters covering Ironworkers, Masons, Carpenters and Painters will be frozen coincident with the establishment

- of the new classes of B&B Foreman, B&B Assistant Foreman and B&B Inspector effective May 27, 1982.
2. A B&B Foreman Consolidated Seniority Roster for the Southern District and for the Northern District shall be created by dovetailing in each job category the earliest Foreman, Assistant Foreman and Inspector date shown on any one of the frozen Foreman or Inspector's Rosters (for each Foreman or Inspector) on the appropriate seniority district.
  3. Any B&B employee hired or promoted to a B&B Foreman, B&B Assistant Foreman, or B&B Inspector after May 27, 1982 shall earn seniority only on this consolidated roster.
  4. Additions to the B&B Foreman Consolidated Seniority Roster effective after May 27, 1982, shall be in accordance with the applicable provisions of the Rules Agreement.

V. Bulletin and Assignment - Eliminated June 27, 1992

This Agreement shall remain in full force and effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Philadelphia, PA this 16th day of August, 1983.

FOR:  
BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES

/S/ F. J. Lecce  
F. J. Lecce  
General Chairman  
Southern District

/s/ J. J. Lattanzio  
J. J. Lattanzio  
General Chairman  
Northern District

FOR:  
NATIONAL RAILROAD PASSENGER  
CORPORATION

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



**General Letter Agreements - Agreement Establishing Rates of Pay For Positions in  
TLS Support Units dated March 17, 1978**

MEMORANDUM OF UNDERSTANDING

Between

NATIONAL RAILROAD PASSENGER CORPORATION (NEC)

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

The parties signatory hereto agree that in the implementation of Agreement dated March 17, 1978, covering Track Laying System Support Units, identified in Items 10 and 11 of Rule 89 of Agreement dated May 19, 1976, as amended, the following rates of pay will be applicable to these positions:

Foreman Overall	\$7.941	per hour
Foreman	7.791	“
Foreman Welder	7.883	“
Engineer Work Equipment “A”	7.706	“
Engineer Work Equipment “B”	7.411	“
Engineer Work Equipment “C”	7.249	“
Machine Operator	6.747	“
Trackman	6.309	“
M.W. Repairman	8.054	“
Welder	7.388	“
Truck Driver	7.238	“
Lead Cood	7.247	“
Cook	7.187	“
Camp Car Attendant	6.515	“
Assistant Foreman	7.203	“

This Agreement signed at Philadelphia, Pennsylvania this 17th day of March 1978, and shall remain in effect until changed under the provisions of the Railway Labor Act.

FOR THE  
BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES:

/s/ S. J. Adamo  
General Chairman

/s/ W. E. LaRue  
General Chairman

/s/ Fred Wurpel, Jr.  
Vice President

FOR THE  
NATIONAL RAILROAD PASSENGER  
CORPORATION:

/s/ G. F. Daniels

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**General Letter Agreements - Agreement Establishing Rates of Pay For Positions in  
TLM Units dated March 17, 1978**

**MEMORANDUM OF UNDERSTANDING**

Between

**NATIONAL RAILROAD PASSENGER CORPORATION (NEC)**

and

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES**

The parties signatory hereto agree that in the implementation of Agreement dated March 17, 1978, covering Track Laying Machine, the following rates of pay will be applicable to these positions:

Foreman	\$7.941 per hour
Engineer Work Equipment	7.706 “
M.W. Repairman	8.054 “

It is understood that prior to the date Amtrak assumes control of the operation of the equipment identified above, and as further identified in Item 9 of Agreement dated May 19, 1976, as amended, the parties will meet for the purpose of establishing the rates of pay to be applicable to the operation of the Track Laying Machine.

This Agreement signed at Philadelphia, Pennsylvania this 17th day of March 1978, and shall remain in effect until changed under the provisions of the Railway Labor Act.

FOR THE  
BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES:

FOR THE  
NATIONAL RAILROAD PASSENGER  
CORPORATION:

/S/ S. J. Adamo  
General Chairman

/s/ G. F. Daniels

/s/ W. E. LaRue  
General Chairman

/s/ Fred Wurpel, Jr.  
Vice President

**General Letter Agreements -  
Contract Tamper Operators Agreement dated May 21, 1979, as amended**

May 21, 1979

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

Mr. J. J. Lattanzio, General Chairman  
Brotherhood of Maintenance of Way Employes  
135 Burnside Avenue, Room 5-A  
East Hartford, CT 06108

Gentlemen:

This refers to our discussion in conference on April 30, 1979, at which time we advised you of our long-range program to maintain our upgraded tracks in the Northeast Corridor with the use of Tamper equipment identified herein below. In our discussion we also recognized the fact that the operators of these Tampers will require a high degree of skill. Therefore, it is Amtrak's desire to train the successful applicants for the operation of these Tampers; and they will be expected to remain on their position for a period of at least twelve (12) months<sup>62</sup> under the conditions set forth below.

Those Tampers with raising and lining capabilities which will work in conjunction with various track rehabilitation gangs for the remainder of the 1979 M/W work season and thereafter are listed as follows:

Description	Mfgr.	Division	Function
16 Tool Prod. Tamper	Canron	Corridor	TLS
“	”	“	”
“	”	“	”
“	”	“	”
“	”	“	”
“	”	“	”
“	Plasser	Southern Dist.	Undercutter
“	”	“	”
“	”	Baltimore	T&S
“	”	New York	T&S
“	”	Spare	Spare

<sup>62</sup> Amended May 27, 1982.

**General Letter Agreements -  
Contract Tamper Operators Agreement dated May 21, 1979, as amended**

Mr. W. E. LaRue  
Mr. J. J. Lattanzio

-2-

May 21, 1979

<u>Description</u>	<u>Mfgr.</u>	<u>Division</u>	<u>Function</u>
32 Tool Prod. Tamper	Plasser	Philadelphia	HSS
“	”	Baltimore	“
Production Tamper	Jackson	Boston	HSS
“	”	New York	HSS
Switch Tamper 07*	Plasser	New York	Interlocking
“	”	Philadelphia	”
“	”	Baltimore	”
“	”	Boston	”
Production Tamper	Canron	Philadelphia	T&S
“	”	Philadelphia	”
“	”	Baltimore	“
Switch Tamper	Canron	Baltimore	HSS
“	”	New York	Tunnel
“	”	Southern Dist.	Undercutter

\* The Plasser-07 Tamper requires two operators, all other tampers require only one operator.

It is understood that the above assignments will be advertised under the provisions of Rules 90A and 90B of your respective districts, and at the beginning of each new work season, Amtrak will provide you with a list, indicating the locations at which each of these Tampers will work.

Consistent with the foregoing, it is agreed between the parties as follows:

1. All 16 and 32 tool production-type Tampers having three-function capabilities, including the 07 switch Tamper, will be considered a part of this agreement; and the positions assigned to these Tampers will be maintained for a period of twelve (12) months beginning on the effective date of this agreement.
2. Initially, four (4) relief positions will be established for the purpose of relief vacations, sickness, etc.
3. The Carrier will advertise and/or readvertise positions listed in this agreement in accordance with Rule 3, and applications will be accepted from employees holding seniority on the applicable M of W Seniority District Roster.

Mr. W. E. LaRue  
Mr. J. J. Lattanzio

-3-

May 21, 1979

4. Prior to awarding positions to successful bidders, the Carrier will cooperate with the Organization in advising successful applicants of the terms and conditions of this agreement and thereafter the positions will be awarded in accordance with Rule 1 and 2 of the current BMW Agreement.
5. At the start of each Production Year, the Carrier will provide a list of positions available to the occupants of the agreed-upon positions; and the employees will select such positions in seniority order for the entire Production Year.
6. Rates of Pay applicable to the positions identified above will be:

Engineer Work Equipment "A" \$8.6690 per hour

NOTE: The above rate does not change or amend rates of pay currently in effect for the TLS Operation.

- 7.<sup>63</sup> Employees who are awarded positions covered by this agreement will remain on their assigned positions for a period of twelve (12) months beginning on January 1 of each year, to and including December 31 of that same year, except under extenuating circumstances to be evaluated and approved by the Deputy Chief Engineer and the General Chairman, or his designated representative of the district involved.
- 8.<sup>64</sup> Beginning with the first working day of November and each succeeding month of November thereafter, those employees who are assigned to the Tamper Operator "contract" force will have the option of:
  - (a) remaining under "contract" for another period of twelve (12) months and so notifying the Assistant Chief Engineer-Track to that effect; or
  - (b) exercising displacement rights commencing the first day of January to any available position in their home seniority district in accordance with the provisions of the Schedule Agreement.

It is understood that an employee who elects the first option will notify the Assistant Chief Engineer-Track, in writing, no later than the last working day of November of his intent to remain under "contract" for the succeeding year.

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<sup>63</sup> Amended May 27, 1982

<sup>64</sup> Added May 27, 1982

Mr. W. E. LaRue  
Mr. J. J. Lattanzio

-4-

May 21, 1979

9. In order to maintain the skilled continuity of the incumbents of the positions as listed above, it is further agreed that the incumbents of said positions shall be accorded vacations in line with their seniority consistent with the National Vacation Agreement and in accordance with the following schedule or otherwise agreed to between the parties:

Those employees entitled to:

Vacation of one week      December through March

Vacation of two weeks      One week of choice  
   One week December - March

Vacation of three weeks      One week of choice  
   Two weeks December - March

Vacation of four weeks      Two weeks of choice  
   Two weeks December - March

Vacation of five weeks      Two weeks of choice  
   Three weeks December - March

10. The aforementioned Tampers will not operate during the winter months, December through March; however, the incumbents of positions assigned thereto will be maintained during this period. During the winter period the incumbents may only be utilized to perform necessary maintenance of these Tampers. It is also understood that by utilizing the incumbents of these positions it will not serve as a basis for reduction of positions of repairmen regularly assigned to perform such mechanical work at locations where this Tamper equipment will be maintained.

11. This Agreement will become effective June 11, 1979.

**General Letter Agreements -  
Contract Tamper Operators Agreement dated May 21, 1979, as amended**

Mr. W. E. LaRue  
Mr. J. J. Lattanzio

-5-

May 21, 1979

If the above accurately describes our understanding, please sign in the place provided below and return one copy for our records.

Very truly yours,

/s/ S. H. Heltzinger

S. H. Heltzinger

Director-Labor Relations

AGREED:

/s/ W. E. LaRue  
W. E. LaRue, General Chairman  
Southern District

May 21, 1979  
Date

/s/ J. J. Lattanzio  
J. J. Lattanzio, General Chairman  
Northern District

May 21, 1979  
Date

Attachment "A"

Tamper Rates of Pay (16/32/07)

Engineer Work Equipment "A" \$8.6690

NOTE: The above rate does not change or amend rates of pay currently in effect for the TLS operation.

AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

PENNSYLVANIA FEDERATION

It is agreed:

1. Upon written request the Carrier will allow a contract Tamper Operator not assigned camp car facilities a \$29.50<sup>65</sup> per diem for each work day that he/she performs compensated service and is not assigned to camp cars. This allowance when provided is in lieu of any and all other allowances for which he/she is otherwise eligible.
2. Contract Tamper Operators not assigned to camp car facilities and who do not request the per diem provided in paragraph 1. Above will receive meals and lodging as provided by the Schedule Agreement.
3. This Agreement will become effective June 21, 1984, or as soon thereafter as practicable and may be cancelled by either party by thirty (30) days written notice to the other party.

FOR THE BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYES

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

/s/ Jed Dodd

J. Dodd  
General Chairman

/s/ G. R. Weaver, Jr.

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

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<sup>65</sup> Amended December 9, 1997



MEMORANDUM OF UNDERSTANDING

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

This will confirm the understanding we reached in conference October 9, 1980, in connection with Section 6 Notice served upon your Organization August 21, 1980, to abrogate Paragraph 4(a) of the Track Laying Machine (TLM) Agreement dated March 17, 1978.

During our discussion the parties recognized that the Agreement of March 17, 1978 was established to permit the operation of TLM equipment by contractor for a period of one (1) year from the date thereof. The one (1) year period of the March 17, 1978 Agreement relating to the contractor has expired, and that portion of the Agreement is null and void and is superseded by the following:

- I. The Track Laying Machine is a Corridor unit which was established pursuant to Rule 89 of the May 19, 1976 Agreement and will include the following classifications to be known as a TLM Contract Force:

<u>Positions</u>	<u>Rate</u>
1 Class "A" Foreman	11.450 Per Hour
2 Class "B" Foremen	10.728 Per Hour
8 TLM EWE "A" Operators	10.329 Per Hour
2 Repairmen Foremen	11.450 Per Hour
4 Repairmen	10.728 Per Hour

- A. Notices will be posted on all Bulletin Boards in the Northeast Corridor advertising the positions identified in Item I. Applicants for these positions will be interviewed and selected by a committee composed of the General Chairman of the District involved or his designated representative and the Deputy Chief Engineer or his designated representative.
- B. Assignment to these positions will be based on seniority, qualifications and merit.
- C. Applicants who are accepted for the position(s) identified in Item I will remain on their assigned positions beginning January 1 of each year, to and including December 31 of that same year, except under extenuating circumstances to be evaluated and approved by the Deputy Chief Engineer and the General Chairman, or his designated representative, of the district involved. Successful applicants for these positions will be subject to the following conditions:

1. Employees presently assigned to positions on the TLM who had previously acquired seniority on the TLM rosters will be given preference to positions established under Item I above.
2. Beginning with the last working day of November 1981, and each succeeding month of November thereafter, those employees who are assigned to the TLM contract force on positions identified in Item I will have the option of (1) remaining on their assignment for another period of one year and notify their supervisor to that effect; (2) elect to exercise displacement rights to any available position in their home seniority district in accordance with the provisions of the Schedule Agreement.

It is understood that an employee who elects option (1) will notify the Senior Engineer of TLS, in writing, no later than the first working day of November of his intention to remain on the TLS for the succeeding year.

- II. During the period employees are assigned to positions described in Item I, they will not be displaced, nor may they exercise seniority by bid to other rosters or positions not related to the TLM contract force.
- III. Repairmen who are assigned to the TLM Contract Force will be confined to work in all territory south of "Harold" Tower when the TLM unit is working on the Southern District. When the TLM unit works north of "Harold" Tower, repairmen will be assigned to the unit in accordance with agreement rules governing that class of employees on the Boston Division.
- IV. The TLM will not normally operate during the winter months, January through March and portions of December; however, the positions described in Item I will be maintained during this period. The incumbents of these positions will only be utilized to perform necessary maintenance of the Track Laying System equipment. It is also understood that by utilizing the incumbents of these positions, it will not serve as a basis for reduction of positions of repairmen regularly assigned to perform such mechanical work at a location where the Track Laying System equipment will be maintained.

V. VACATIONS

- A. In order to maintain the skilled continuity of the incumbents of the positions covered in Item I, it is further agreed that:

The incumbents of these positions shall be granted vacations in accordance with their seniority and consistent with the National Vacation Agreement, within the following schedule, or otherwise agreed to between the parties:

Vacation of one week	January through March and December
Vacation of two weeks	One week of choice One week January - March and December

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**General Letter Agreements - TLM Contract Force Agreement Dated December 15, 1980**

Vacation of three weeks	One week of choice Two weeks January - March and December
Vacation of four weeks	Two weeks of choice Two weeks January - March and December
Vacation of five weeks	Two weeks of choice Three weeks January – March and December

This agreement will become effective December 15, 1980, and will supersede any agreement to the contrary and shall remain in effect unless changed in accordance with the Railway Labor Act, as amended.

/s/ F. J. Lecce  
F. J. Lecce, General Chairman

/s/ S. H. Heltzinger  
S. H. Heltzinger  
Director-Labor Relations

/s/ J. J. Lattanzio  
J. J. Lattanzio, General Chairman

April 28, 1983

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

Mr. J. J. Lattanzio, General Chairman  
Brotherhood of Maintenance of Way Employes  
135 Burnside Avenue, Room 5A  
East Hartford, CT 06108

Gentlemen:

The Carrier has recently purchased a "Ditching Machine" for use on the Northeast Corridor. The "Ditching Machine" is a large on-track unit which, due to the nature of its work and mechanical complexity, requires extensive continuing maintenance in order to remain operational. Additionally, the operation of this machine will require a highly trained and skilled operator due to the complexity of the operation of the machine.

Therefore, the Carrier will establish a Corridor Unit in accordance with Rule 89 of the Agreement consisting of an Operator, two (2) Maintenance of Way Repairmen and necessary support forces including a Foreman. However, when this unit operates on the Northern District, it will consist of only the Operator and necessary support forces including a Foreman.

In view of the nature and complexity of this operation, the Carrier requests that the Operator, at all times, and Maintenance of Way Repairmen, when on the Southern District, be covered by the following special Agreement:

1. The Ditching Machine Operator's position will be classified as an EWE "A" position.
2. Employees who are awarded positions covered by this Agreement will remain on their assigned positions for a period of twelve (12) months beginning on January 1 of each year, to and including December 31 of that same year, except under extenuating circumstances to be evaluated and approved by the Assistant Regional Engineer East-Track and the General Chairman, or his designated representative, of the district involved.
3. Beginning with the first working day of October and each succeeding month of November thereafter, those employees who are assigned to positions covered by this Agreement will have the option of:

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**General Letter Agreements -  
Ditching Machine Unit Agreement, dated April 28, 1983, with June 24, 1983 amendment**

- (a) remaining on them for another period of twelve (12) months and so notify the Assistant Regional Engineer-Track to that effect; or
- (b) exercising displacement rights commencing the first day of January to any available position in their home seniority district in accordance with the provisions of the Schedule Agreement.

It is understood that an employee who elects the first option will notify the Assistant Regional Engineer East-Track, in writing, no later than the first working day of November of his intention to remain on his position for the succeeding year.

- 4. In view of the fact that this equipment must be fully utilized in order to be economical and that it cannot operate when the ground is frozen, it is further agreed that the incumbents of said positions shall be accorded vacations in line with their seniority consistent with the National Vacation Agreement and in accordance with the following schedule or as otherwise agreed to between the parties:

Those employees entitled to:

Vacation of one week	December through March
Vacation of two weeks	One week of choice One week December - March
Vacation of three weeks	One week of choice Two weeks December - March
Vacation of four weeks	Two weeks of choice Two weeks December - March
Vacation of five weeks	Two weeks of choice Three weeks December - March

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**General Letter Agreements -  
Ditching Machine Unit Agreement, dated April 28, 1983, with June 24, 1983 amendment**

5. This Agreement will become effective May 1, 1983.

If the above accurately describes our understanding, please sign in the place provided below and return one copy for our records.

Very truly yours,

/s/ G. R. Weaver, Jr.

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

AGREED:

/s/ F. J. Lecce

F. J. Lecce  
General Chairman  
Southern District

6/22/83

Date

/s/ J. J. Lattanzio

J. J. Lattanzio  
General Chairman  
Northern District

6/21/83

Date

June 24, 1983

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

Mr. J. J. Lattanzio, General Chairman  
Brotherhood of Maintenance of Way Employes  
135 Burnside Avenue, Room 5A  
East Hartford, CT 06108

Gentlemen:

This refers to our discussions concerning the April 28, 1983, "Ditching Machine" Agreement which took place on June 22, 1983 and June 21, 1983, respectively.

In accordance with those discussions, we agreed to increase the rate of pay of each position specified in the "Ditching Machine" Agreement to the corresponding "TLS" rate in order that an employee holding seniority on the "Ditching Machine" roster would not forfeit seniority if recalled to an equivalent position on the Track Laying System (TLS) but chose to stay with the "Ditching Machine".

If the foregoing reflects our further agreement in this matter, please indicate by signing your respective concurrence in the space provided below and returning one of the executed copies to my office. Upon receipt of the executed copies, the Carrier will implement the "TLS" pay rate.

Very truly yours,

/s/ G. R. Weaver, Jr.

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

I CONCUR:

/s/ F. J. Lecce 7/6/83  
F. J. Lecce, General Chairman Date

/s/ J. J. Lattanzio 7/6/83  
J. J. Lattanzio, General Chairman Date



June 27, 1992

Mr. J. P. Cassese, Sr.  
General Chairman  
1165 Marlkress Road, Suite B  
Cherry Hill, NJ 08033

Mr. J. J. Davison  
General Chairman  
450 Chauncy Street  
Mansfield, MA 02048

Mr. J. Dodd  
General Chairman  
1930 Chestnut Street  
Suites 607-609  
Philadelphia, PA 19103

Dear Sirs:

This letter has reference to our negotiations of the revision of Rule 89 as agreed in our June 27, 1992, Agreement.

When Rule 89 gangs are working on the Albany/Rensselaer district, if train service is not scheduled within three (3) hours from the time released from work, Amtrak shall transport the employees to a station on the NEC main line.

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

/s/ J. P. Lange  
J. P. LANGE  
ASSISTANT VICE PRESIDENT

FOR THE BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYES

/s/ J. P. Cassese, Sr.  
J. P. CASSESE, SR.  
GENERAL CHAIRMAN

/s/ Jed Dodd  
J. DODD, GENERAL CHAIRMAN

/s/ J. J. Davison  
J. J. DAVISON  
GENERAL CHAIRMAN

**AGREEMENT  
BETWEEN THE  
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)  
AND THE  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

Amtrak and the Brotherhood of Maintenance of Way Employees are committed to a safe and healthful work environment, free from intimidation and harassment, that meets or, where possible, exceeds all applicable Local, State and Federal Safety standards and to ensuring compliance with Amtrak's Safety Rules. In recognition of the importance of equal partnership in this process, Amtrak and the BMW E agree to the following:

**I. Distribution of Safety Related Information to Employees**

- A. It is the desire of Amtrak and the BMW E to use their best efforts to quickly and efficiently communicate safety related information to all involved and affected employees. To fulfill this goal, the parties agree to utilize the following procedures:
1. Safety related information shall be provided, as quickly as possible, to a designated officer of the Amtrak Safety Department for review and distribution as appropriate.
  2. The Amtrak Safety Department shall transmit necessary safety advisories to safety officials, Division Engineers, District Work Gangs and other appropriate officers by the fastest most appropriate means possible.
  3. The Division Engineer shall be responsible for transmitting such safety advisories by the most appropriate means that will ensure such advisories are posted as soon as practicable at all Division Headquarters where affected employees report for duty and that copies are provided to first line supervisors. Copies of such advisories shall also be provided to the Division Engineer's staff, local safety officers and the duly accredited representatives of the BMW E as soon as possible.
  4. First Line Supervisory personnel shall be responsible for discussing urgent safety advisories during daily job briefings with employees. Other safety related advisories or information issued shall be discussed at the next available employee safety meeting.
- B. Amtrak shall issue instructions to appropriate supervisors to ensure compliance with the above procedures.

## **II. New Hire Training**

A. Providing sufficient field and classroom training is critical to the safety of employees and Amtrak's operation. Prior to beginning work in the craft, or as soon thereafter as practicable, new employees shall receive training in areas such as the following:

- \* Company Orientation
- \* Management Presentation
- \* Hazard Communications (Right to Know)
- \* Protective Equipment (Personal)
- \* STOP for Employees (Safety Training Observance Program)
- \* PAT - Individual (Protection Against Trains)
- \* Safety Rule Orientation
- \* AMT-2 Electrical Operating Instructions (where applicable)
- \* Introduction to the Department
- \* Introduction to the Work Site
- \* Lockout Tagout Awareness - Phase 1
- \* Department Training

NOTE: The parties recognize that employees may be hired on an individual or emergency basis and that advance training may not be possible due to the length and scheduling requirements of the program. In these cases, Amtrak shall schedule a training program for such employees at the earliest possible time, not to exceed sixty (60) days from their date entered service, unless otherwise agreed to by the parties. Notwithstanding the above, no employee shall be permitted or required to perform any work in the craft before receiving training on Protection Against Trains and AMT-2 awareness.

B. An outline of the New Hire Training Program to be followed in the initial training provided under paragraph "A" above, is included as Attachment 1 to this agreement. The length or content of the new hire training program shall not be changed without advance approval of the Safety Advisory Committee.

C. New employees shall be paid at the applicable pro-rata rate for time spent in training outlined above.

## **III. General Training**

A. All employees who work on or near tracks or along the right of way shall be provided annual training on Rules governing Protection Against Trains.

B. All employees who work in electrified territory shall receive training on AMT-2 - Electrical Operating Instructions, every two years.

C. Employees in the Electric Traction Department shall be trained and qualified on CPR annually.

D. Safety Training will be available in areas such as:

- \* Personal Protective Equipment
- \* HAZ-COM
- \* Respiratory
- \* Lead
- \* Asbestos
- \* Hearing
- \* Confined Space
- \* Fall Protection
- \* Operating Rules
- \* Lockout/Tagout
- \* Other training that may be offered by Amtrak, generated by the Safety Advisory Committee or required by law

E. Amtrak shall insure that all training required by applicable law or company policy is available and provided to affected employees.

F. Employees participating in training under this Article shall be paid for time spent in such training in accordance with the applicable schedule agreement.

#### **IV. Ability To Request Safety Training**

A. All employees shall be permitted to request training in any area relevant to their craft in which training is available. The employee shall make their request known by completing the Application for Safety Training and submitting such request to their immediate supervisor. A sample Application for Safety Training Form is included as Attachment 2 to this agreement.

NOTE: The phrase "relevant to their craft" as used in this paragraph, means safety training for any position for which an employee has seniority or can acquire new seniority under the schedule agreement.

B. The employees immediate supervisor shall respond to a request for Safety Training within ten (10) days of receipt by either granting the training or declining the request. If the request is declined, a reason shall be provided on the Application for Safety Training.

C. An employee who disputes the reason for denial of training shall specifically advise the supervisor of the basis for the request for such training. If the employee and the supervisor are unable to resolve the issue, the dispute shall be resolved through the "Procedures for Resolution of Work Place Safety Training" included as Attachment 3 to this agreement.

#### **V. Work Place Safety**

Amtrak and the BMW E agree to use their best efforts to ensure that all applicable local, state, and federal laws or regulations, and Amtrak safety rules are properly applied. It shall not be a violation of this agreement or any company rule for employees to refuse to start work, return to work, or continue working

when any condition exists that violates an applicable local, state or federal law or regulation or Amtrak Safety Rule or procedure. Employees exercising their right under this Article shall be governed by Attachment 4 to this agreement, "Procedures for Resolution of Work Place Safety Issues".

## **VI. Accident/Injury Reporting and Investigation**

- A. Employees must immediately report any job related injury or illness to their immediate supervisor. Amtrak will insure that medical attention is immediately made available to the employee. After receiving or declining medical attention the employee must complete NRPC Form 260 - "Amtrak Injury/Illness Report", which shall fulfill Amtrak's initial reporting requirements. A copy of Form NRPC 260 is included as Attachment 5 to this agreement. The content of this Form may only be changed following review of such changes by the Safety Advisory Committee. Employees may request that their completed initial statement (NRPC 260-2) be reviewed by a representative of the BMW E prior to signing. However, such request may not unduly delay the submission of the report or the subsequent investigation of the circumstances involved in the incident.
- B. All employees will be provided with a copy of the Amtrak Guide to Handling Occupational Injuries and Illnesses and training on this guide. A copy of this Guide is included as Attachment 6 to this agreement.
- C. All reported injuries by employees covered by this agreement will be investigated by a joint team consisting of the following:
  - \* Management Officer and/or Supervisor in Charge
  - \* BMW E Safety Committee Member
  - \* Foreman in Charge
  - \* Technical Support as deemed appropriate by the team

NOTE: When directly involved in the incident under investigation, the Foreman in Charge shall be replaced by the BMW E Safety Liaison or other employee as designated by the BMW E who is immediately available and qualified to participate in such investigation.

In the event circumstances do not permit full staffing of the joint team outlined above without causing undue delay in the investigation of the incident, a team consisting of one supervisory employee and one employee, appointed by a duly accredited representative of the BMW E, will be considered sufficient to conduct the investigation.

The investigating team will complete the Amtrak Investigation Committee Report, a copy of which is included as Attachment 7 to this agreement. The completed report will be provided to the appropriate management officials with a copy to the BMW E Safety Liaison or his designated safety committee member having jurisdiction over the work area and to members of the Safety Advisory Committee. Reference to violations of safety rules or procedures in investigation reports is not intended to serve as discipline, nor shall such references negate the application of the discipline and investigation rules of the scheduled agreement.

- D. Employees involved in investigation of injuries and illnesses will be trained in accident investigation techniques.
- E. Time spent by BMWE employees on investigations under this Article shall be paid in accordance with Rule 61 - Attending Investigations, of the Northeast Corridor Rules Agreement.

## **VII. Employee Safety Committees**

- A. Amtrak shall establish safety committees covering all BMWE employees. These committees shall have jurisdiction over specific territories or work functions and shall be comprised of a proportionate number of employees of the various crafts in each designated work area. Each safety committee shall have a chairperson who shall be elected by the committee.
- B. The BMWE General Chairpersons will notify Amtrak of the employees who shall represent their craft on each safety committee. Should Amtrak oppose an appointment, the parties shall promptly meet to review and resolve the matter. If unable to reach agreement, the employee shall be appointed for a probationary period of three (3) months, following which the employee's safety committee performance shall be reviewed by the BMWE and appropriate Engineering Department representatives of the Safety Advisory Committee, and a determination made as to permanent appointment.
- C. All employees appointments to safety committees will be trained in injury prevention and on accident investigation techniques. Other training for safety committee members will be provided as approved by the Safety Advisory Committee.
- D. Safety committees will meet regularly regarding safety related issues. They will facilitate the distribution and discussion of safety alerts within work groups under their jurisdiction. When a safety issue arises, the safety committee chairperson will notify management of the issue and the committee will promptly arrange to meet with local management to address the matter.
- E. If a safety committee and the local management are unable to resolve a safety related issue, either party shall forward the issue to the BMWE Safety Liaison having jurisdiction or the appropriate department head. The BMWE Safety Liaison and appropriate department head shall promptly meet to resolve the issue. If a resolution cannot be reached, the matter shall be forwarded to the Safety Advisory Committee for review.
- F. Employees participating on Safety committees who are required to lose time from their assignments as a result of such participation shall be paid not less than the earnings of their regular positions. All other time spent in the performance of safety committee work shall be paid at the straight time rate of their regular position. In all possible cases, safety meetings will be held during regular working hours. If required and authorized by management to perform safety committee work on a scheduled rest day, the employee shall be paid as provided in Rule 53 - Calls of the Northeast Corridor Rules Agreement.

**VIII. Safety Liaisons**

A. Amtrak shall establish full time BMW Safety Liaison positions with responsibility for safety related matters involving employees within their specific territory or work functions, as outlined below:

- \* New England Division - 1 position
- \* Metropolitan Division - 1 position
- \* Mid-Atlantic Division - 1 position
- \* Production or Traveling Gangs - 1 position
- \* Electric Traction Department - 1 position
- \* MBTA District - 1 position

NOTE: The MBTA Safety Liaison position may be eliminated in the event funding for such assignment is withdrawn by the MBTA.

The number and jurisdiction of any additional full time safety liaisons shall be determined by the Chief Engineer in consultation with the BMW General Chairperson having jurisdiction over the involved territory.

- B. The General Chairpersons with jurisdiction over the involved territory will notify Amtrak of their recommended candidates for full time BMW safety liaisons. Such candidates will be appointed to the positions unless Amtrak, based on the employee's prior safety and performance record, does not concur with the recommendation. In such cases, the parties shall meet to review and resolve the issue. If unable to reach agreement, the employee shall be appointed for a probationary period of six (6) months, following which the employee's performance as a Safety Liaison shall be reviewed by the appropriate BMW and Engineering Department representatives of the Safety Advisory Committee, and a determination made as to permanent appointment.
- C. Employees appointed as full time BMW Safety Liaisons shall serve for a period of two years. A schedule for the term of each BMW Safety Liaison shall be determined by the appropriate General Chairman and the Chief Engineer. Upon the expiration of the term, the Full Time BMW Safety Liaisons may be re-appointed by agreement of the parties. Should either party seek to discontinue the term of a Full Time BMW Safety Liaison prior to the expiration of such term, the matter shall be referred to the Safety Advisory Committee for determination and appropriate action.
- D. Full time BMW Safety Liaisons shall report to a management officer designated by Amtrak and shall be paid at the highest hourly rate of a foreman in the Sub-Department from which the appointee was assigned. The Chief Engineer and appropriate General Chairmen shall jointly determine the headquarters for each full time BMW Safety Liaison.
- E. BMW Safety Liaisons will be trained in injury prevention and accident investigation techniques and provided other training as approved or recommended by the Safety Advisory Committee.

F. The responsibilities of Full Time BMW Safety Liaisons shall include:

- \* Coordinate efforts of safety committee members;
- \* Act as liaison between labor and management on safety issues;
- \* Identify and coordinate necessary safety training;
- \* Monitor current safety rules and regulations for proper application;
- \* Job site inspections, including recommending appropriate corrective action if applicable local, state or federal laws or regulations or company safety rules are being violated;
- \* Review accident investigations to facilitate recommendations on improved safety performance
- \* Participate in accident investigations as required;
- \* Participate in field safety activities and provide advice regarding improved safety performance;
- \* Determine, through regular supervision and field inspections that employees are complying with safe work practices;
- \* Provide training when qualified and designated by the Safety Advisory Committee on specific training issues;
- \* Work within the framework of the Amtrak System Safety Program;

**IX. Safety Advisory Committee**

- A. An Engineering Department Safety Advisory Committee shall be established to monitor general safety performance and the activities of safety committees, as well as to resolve disputes on safety related issues and other matters specifically referred to them under the terms of this agreement. The Committee shall consist of the BMW General Chairpersons having jurisdiction on Amtrak or their designated representatives, the Assistant Chief Engineers of Track, Structures and Electric Traction or their designated representatives and, a representative of Amtrak's Safety Department. The Safety Advisory Committee shall offer other labor organizations representing employees in the Engineering Department the opportunity to participate on the Committee to ensure that safety concerns and issues involving all employees can be addressed.
- B. The committee shall meet on a regular basis on dates and at locations mutually agreed upon by the Committee, but not less than quarterly, unless it is mutually agreed by the members to cancel a meeting. Co-Chairmen (one representing Labor and one representing management) and a Recorder shall be selected by the Committee at their first meeting. The duration of appointments to such positions shall be as determined by the Committee.
- C. The Safety Advisory Committee shall be responsible for:
- \* Reviewing investigation reports of occupational injuries and illnesses;
  - \* Recommending safety training programs for Safety Officers, Safety Committee Members and in general;
  - \* Making recommendations to reduce occupational injuries and illnesses;



- \* Reviewing and attempting to resolve complaints presented to the committee on safety related matters or the application of this agreement;
- \* Developing and implementing policies for the proper application of this agreement;
- \* Recommending to the General Chairpersons and the Director-Labor Relations changes to the agreement that will improve safety;

D. Decisions on safety related matters referred to the Advisory Committee shall be made through consensus of all members present or represented. Safety related matters involving only BMW employees and matters involving the application of this agreement shall be handled exclusively by the BMW and Amtrak Representatives of the Safety Advisory Committee, unless the parties agree otherwise.

## **X. Effects Of This Agreement**

- A. Nothing in this agreement is intended to modify any existing rights under Rules 64 and 75 of the BMW Northeast Corridor Rules Agreement or Rule 14 of the BMW Corporate Rules Agreement.
- B. This agreement shall not serve as the basis for liability on the Brotherhood of Maintenance of Way Employees to any employee in the event of injury or illness. However, Amtrak is not obligated under any circumstances to hold harmless or repay the BMW for any liability they may otherwise incur in connection with this agreement.
- C. Nothing in this agreement is intended to enlarge in any manner the rights of employees under any statutes or common law. Employees and Amtrak shall not offer any provision of this agreement as evidence in any action brought by any employee against Amtrak under the Federal Employers' Liability Act, other statutes or the common law. Any document or information generated as a result of the provisions of this agreement shall be distributed only in conjunction with the administrative or disciplinary process under the parties' collective bargaining agreement or as required by law. Except as provided above, any violation of this confidentiality provision may be grounds for disciplinary action.

## **XI. Moratorium**

- A. This agreement resolves those issues identified in Attachment E of the Section 6 Notices served by the BMW on Amtrak on or about November 1, 1994. Either party may cancel this agreement, in whole or in part, by providing sixty (60) days advance written notice of such intent. During the sixty (60) day period, the parties will meet in an effort to resolve the dispute. If a mutually acceptable resolution cannot be reached during such period, the agreement or part thereof shall be canceled as outlined in the notice unless the parties agree otherwise.
- B. If this agreement is canceled either in whole or in part, either party shall have the right to serve and progress notice, in accordance with the provisions of the Railway Labor Act, on the specific issue(s) regardless of any other moratorium provisions that may exist between the parties.

C. The Protection Against Trains Agreement, dated March 12, 1993 and signed on April 16, 1993, is hereby made a part of this agreement and modified to be subject to the moratorium provisions of this article.

**SIGNED THIS 4TH DAY OF APRIL, 1996, AT PHILADELPHIA, PENNSYLVANIA**

/s/ John J. Davison

J. J. Davison, General Chairman  
Director-Labor Relations

/s/ R. F. Palmer

R. F. Palmer

/s/ Jed Dodd

J. Dodd, General Chairman  
Vice President-Chief Engineer

/s/ A. Conway Smith

A. Conway-Smith

/s/ Perry K. Geller

P. K. Geller, General Chairman  
Assistant Chief Engineer

/s/ John J. Cunningham

J. J. Cunningham

/s/ Hayward Granier

H. J. Granier, General Chairman

/s/ James Knight

J. D. Knight, General Chairman

/s/ D. E. McMahon

D. E. McMahon, General Chairman

**ATTACHMENT No. 1**  
**OUTLINE**  
**NEW HIRE TRAINING**

**DAY 1**

- \* Company Orientation
- \* Management Presentation
- \* Protection Against Trains

**DAY 2**

- \* Personal Protective Equipment
- \* Safety Rule Orientation
- \* TLM/Tie Gang/Surfacing Gang Performance

**DAY 3**

- \* Introduction to AMT-2 - Electrical Operating Instructions
- \* Confined Space Awareness
- \* Lock Out/Tag Out Awareness

**DAY 4**

- \* Job Briefing
- \* Introduction to S.T.O.P. (Safety Training Observation Program)
- \* HAZMAT Training

**DAY 5**

- \* Basic First Aid Training
- \* Introduction to Fall Protection

**DAY 6**

- \* Protection Against Trains - Follow Up
- \* Field Visit - Work Site Observation

**DAY 7, 8 and 9 (Field Training)**

- \* Work Site Training
  - Blue Flag Protection
  - Respirator Training
  - Introduction to Department Tools
  - Work on Sidings/Yards - Tools
  - Track Structure
  - Classroom Instruction/Review as needed

**DAY 10**

- \* General Review

**ATTACHMENT No. 2**  
**APPLICATION FOR SAFETY TRAINING**  
**(MUST BE SUBMITTED IN DUPLICATE)**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_ GANG NUMBER: \_\_\_\_\_

GANG TYPE: \_\_\_\_\_ HEADQUARTERS: \_\_\_\_\_

SERVICE DATE: \_\_\_\_\_ TOUR OF DUTY: \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_ HOME ADDRESS \_\_\_\_\_

STREET: \_\_\_\_\_ STREET: \_\_\_\_\_

CITY: \_\_\_\_\_ CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE #: \_\_\_\_\_ PHONE #: \_\_\_\_\_

FAX #: \_\_\_\_\_ FAX #: \_\_\_\_\_

**APPLICATION FOR**

TO: (NAME) \_\_\_\_\_ TITLE: \_\_\_\_\_

APPLYING FOR THE FOLLOWING TRAINING: \_\_\_\_\_

JUSTIFICATION FOR TRAINING REQUEST: \_\_\_\_\_

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

**EMPLOYEE SIGNATURE:**

-----

**TO BE FILLED OUT BY SUPERVISOR:**

NAME: \_\_\_\_\_ PHONE#: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_ APPROVED: \_\_\_\_\_

DATE AVAILABLE: \_\_\_\_\_ CLASS TITLE: \_\_\_\_\_

DISAPPROVED: \_\_\_\_\_

REASON: \_\_\_\_\_

\_\_\_\_\_

SUPERVISOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ATTACHMENT No. 3**  
**PROCEDURES FOR RESOLUTION OF WORK PLACE SAFETY TRAINING**

- A. Employee who desire specific safety training shall submitted their request on the appropriate form to their immediate supervisor. If the request is approved, the employee shall be advised of the anticipated date for attendance at such training. If the request is disapproved, the employee shall be advised of the reasons for such disapproval.
- B. If a disapproval of an application for safety training is disputed, the employee must specifically advise the supervisor of the concern and need for such training. If the dispute cannot be resolved through communication between the employee and immediate supervisor, the employee may advance the application to the appropriate Assistant Division Engineer for resolution.
- C. If a dispute regarding disapproval of an application for safety training cannot be resolved by the employee and the Assistant Division Engineer, the matter shall be referred to a Safety Dispute Panel for prompt review and resolution.
- D. The Safety Dispute Panel shall consist of:
  - \* A BMW Representative of the involved Safety Committee
  - \* The BMW General Chairperson having jurisdiction or a designated representative
  - \* The Assistant Chief Engineer having jurisdiction or a designated representative
- E. The panel will examine disputes referred to it for resolution including review of documentation and other information needed to make a determination. The panel will provide written findings regarding their determination which shall be binding on the parties.
- F. The final determination of the panel shall be provided to the involved individuals (employee and supervisor) and to the appropriate Division Engineer.
- G. Abuse or misapplication of the provisions of this agreement governing requests for safety training shall be referred to the Safety Dispute panel for investigation. The panel shall recommend actions to address such matters to the Safety Advisory Committee.
- H. The rights and obligations of this procedure apply equally to management and agreement covered personnel.

**ATTACHMENT No. 4**

**PROCEDURES FOR RESOLUTION OF WORK PLACE SAFETY ISSUES**

It is the right of employees to:

- \* Ensure applicable local, state and federal laws, regulations and company safety rules are applied on all job sites;
  - \* Ensure that prior to commencing work, the work unit discusses all aspects of the work to be performed and the methods by which such work will be safely accomplished.
- A. Prior to beginning each assignment, the employee in charge will meet with all employees to review job requirements. All safety aspects of the job to be performed will be discussed. Employees shall participate in such discussions and have the right to raise concerns and specifically request that safety rules be properly applied. Two-way communication is essential and encouraged. If conditions change after work commences, it is understood the safety aspects may need to be reconsidered.
- B. Should there be a dispute on the application of safety rules, employees must specifically state their concerns. The employee in charge will discuss appropriate actions to resolve such concerns. If no resolution can be found, the employee(s) who dispute the application will have the right to not commence the assignment, without fear of retribution or retaliation. The next level of supervision shall immediately be contacted to mediate and resolve the dispute. Disputes which cannot be resolved shall be documented as to time, location, persons involved and the rules and applications at issue, and referred to the Safety Dispute Panel for prompt review and resolution.
- C. The Safety Dispute Panel shall consist of the following:
- \* A BMW Representative of the involved Safety Committee
  - \* The BMW General Chairperson having jurisdiction or a designated representative
  - \* The Assistant Chief Engineer having jurisdiction or a designated representative
- D. The panel will examine disputes referred to it for resolution including review of documentation and other information needed to make a determination. The panel will provide the employee and supervisor written findings regarding their determination which shall be binding on the parties. A copy shall also be provided the Division Engineers.
- E. Abuse or misapplication of the work place safety provisions of this agreement shall be referred to the Safety Dispute panel for investigation. The panel shall recommend actions to address such matters to the Safety Advisory Committee.
- F. The rights and obligations of this procedure apply equally to management and agreement covered personnel.

AMTRAK INJURY/ILLNESS REPORT (Revised 10/94) NRPC 260 (10/94)

DIVISION \_\_\_\_\_ RESCEN \_\_\_\_\_ DATE OF INCIDENT \_\_\_\_ / \_\_\_\_ / \_\_\_\_ MULTIPLE  
 INJURY INCIDENT? [Y/N]  
 FRA CLASS OF INJURED PERSON [A,B,C,D,E,F]  
 WAS THIS A GRADE CROSSING ACCIDENT? \_\_\_ YES \_\_\_ NO  
 WAS THIS A RAIL EQUIPMENT INCIDENT [EQUIPMENT OR TRACK DAMAGE?]  
 YES \_\_\_\_\_ NO  
 PRELIMINARY REPORTABILITY \_\_\_ YES \_\_\_ NO PRELIMINARY LOST TIME \_\_\_ YES  
 NO

**IDENTIFICATION OF INJURED PERSON**

\_\_\_\_\_ Social Security Number **Required** for Amtrak employee.  
 Social Security Number

\_\_\_\_\_  
 Name, Last First MI

\_\_\_\_\_  
 Home Address State Zip Code  
 ( ) - / /

\_\_\_\_\_  
 Home Phone Sex (M/F) Date of Birth Married/Single

**TIME AND LOCATION OF INCIDENT**

\_\_\_\_\_  
 : \_\_\_\_\_  
 HH MM A/P Facility/Location/Place

\_\_\_\_\_  
 Milepost Track No. Train No. Car No. Lead Loco. No. Second Loco. No.

\_\_\_\_\_  
 Seat No./Room No. Passenger Passenger Time Incident Reported Date Incident Reported

\_\_\_\_\_  
 Origin Destination To Supervisor To Supervisor

**DESCRIPTION OF INCIDENT**

\_\_\_\_\_  
 Describe the activity that the Injured/ill person was engaged in

\_\_\_\_\_  
 Describe how the Injury/illness occurred

\_\_\_\_\_  
 Name of the object or substance that directly caused the injury/illness

INCIDENT NO: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ YY MM DD DIV NO. SEQ. NO.

Describe the Injury/illness

IDENTIFICATION OF IMMEDIATE SUPERVISOR OR PERSON IN CHARGE

I I I I-I I I-I I I I I Social Security Number Required for Amtrak employee  
Social Security Number

Name, Last First MI

( ) -  
Title Work Phone ATS Bell Phone

Supervisor's Signature Time 260 Completed / / Date

Was The Person Provided First Aid/Treatment? \_\_\_\_ Yes \_\_\_\_ No

Name of Person Accompanying Injured Person to Medical Facility

INJURED EMPLOYEE INFORMATION

: M- : M  
Occupation Department Tour of Duty Crew Base Function Work Order No.

(MO, TU, WE, TH, FR, SA, SU)

Gang No. Extra Board? [Y/N] Hours into Shift Day of Week Rest Days of Week

/ /  
MM DD YY  
Hire Date





If yes, what was the name of the facility that you were taken to for treatment

---

Describe the treatment provided: \_\_\_\_\_

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Witnesses: (please print clearly)

Name                      Department                      Phone                      Address

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**Signature of Injured Person**  
NRPC 260 (10/94)

**Date**

AMTRAK SUPERVISOR'S  
GUIDE  
TO  
HANDLING  
OCCUPATIONAL  
INJURIES  
AND  
ILLNESSES

*National Railroad Passenger Corporation  
November 1993*

**NATIONAL RAILROAD PASSENGER CORPORATION**

**INTEROFFICE MEMO**

**TO:** ALL Supervisory/Management Employees  
**FROM:** M. D. Meana  
Director, Safety  
**SUBJECT:** Managing and Reporting Occupational  
Injuries and Illnesses

Amtrak has a legal and moral obligation to provide a safe work place and a safe passenger rail system. As part of an overall safety program designed to meet our railroad safety obligations and achieve Amtrak's goal of **SAFETY EXCELLENCE**, Amtrak must report occupational injuries and illnesses. You are the vital link to ensure that occupational injuries and illnesses are handled and documented properly.

The procedures in this booklet will help you care for an injured employee and document all relevant events. This will enable Amtrak to make timely and accurate reports of occupational injuries and illnesses to the FRA. Following the procedures outlined in these pages will ensure compliance with our obligations and, more importantly, will improve employee safety and health.

**INTRODUCTION**

When one of your employees suffers an occupational injury or illness, you must take several actions to ensure that the employee receives proper care and to comply with Amtrak policy and the law regarding investigating, documenting and reporting the occurrence.

This book will help you prepare for those situations by explaining each step of successful injury management. These three basic steps are:

- **CARE FOR THE INJURED EMPLOYEE**
- **COMPLETE APPROPRIATE INVESTIGATION AND DOCUMENTATION**
- **SUBMIT REPORTS**

The following pages outline each of these areas in detail and provide the necessary guidance to respond correctly to an occupational injury or illness.

The procedures, explanations and time requirements contained in this booklet are **MINIMUM REQUIREMENTS**. Department and facility management may establish additional procedures but can not alter the basic guidelines set forth in this booklet.

**REPORT ALL\* OCCUPATIONAL INJURIES AND ILLNESSES TO CENTRAL REPORTING AND LOCAL CLAIMS OFFICE**

\*WEBSTERS DICTIONARY FOR EVERYDAY USE 1987

**ALL** (AWL) . . . . . “every one of; whole amount; whole duration of; wholly; entirely.”

Amtrak has a legal obligation to report on-the-job injuries and illnesses, which meet certain criteria, to federal Agencies. Meeting this obligation means that ALL Amtrak supervisors and injured employees must submit timely and complete injury and illness reports.

Amtrak policy is to document all occupational injuries and illnesses. This is done to prevent recurrence, track corporate safety performance and give safety staff all the information necessary to determine whether FRA reportability criteria have been met.

The Federal Railroad Administration (FRA) has established civil penalties which can be levied against Amtrak for failure to report occupational injuries and illnesses. Knowing or willful violation of these federal reporting requirements may subject individual employees to civil penalties as well.

So ..... you can see the obligation to report is significant and the requirement to report all injuries and illnesses as outlined in this guide is very real.

**FRA PENALTIES FOR  
VIOLATIONS**

- **\$250 - \$10,000 per violation per day.**
- **\$20,000 per violation per day if gross negligence is involved.**
- **Corporation can be penalized regardless of intent.**
- **Personal penalties will be imposed by the FRA for willful violations.**

**FRA QUOTABLE QUOTE**

“ANY EFFORT BY A SUPERVISOR TO IMPEDE THE REPORTING OF INJURIES OR ILL- NESSES BY RESCINDING ANY COURSE OF TREATMENT BY A MEDICAL PROFESSIONAL, OR BY DISCRIMINATING AGAINST AN EMPLOYEE WHO REPORTS AN INJURY OR OCCUPATIONAL DISEASE IS STRICTLY PROHIBITED.”

“What happens if an employee violates corporate policy or FRA Regulations?”

- **INVESTIGATION** into circumstances and causes
- **CORRECTIVE ACTION**
  - \* training / remedial training
  - \* job performance counseling
  - \* letter of admonition / reprimand
  - \* probation
  - \* suspension
  - \* termination

In general, progressive counseling and disciplinary steps will be followed. While response is usually graduated, based on frequency and severity of the occurrence, more stringent action will be taken early when deliberate misconduct or gross negligence is indicated.

**CENTRAL REPORTING SYSTEM**

Amtrak has established a centralized occupational injury and illness reporting system. Centralized Reporting will produce more timely and accurate reports and reduce injury/illness reporting inconsistencies.

With the reporting duties handled by Washington, DC Safety and Environmental Control, field employees can focus on proactive injury and illness prevention efforts.

Employees must report occupational injuries and illnesses to their supervisor. Line management is still directly responsible for reporting injuries and illnesses to the corporation. Management employees in each department will provide all occupational injury and illness information directly to Central Reporting in Washington and to the local Claims office.

The emphasis is on **ALL**. Occupational injuries and illnesses must be reported by the employee(s) to line management who in turn notify Central Reporting and Claims. **ALL OCCUPATIONAL INJURIES AND ILLNESSES ARE REPORTED.** Central Reporting will make the determination as to how the injury/illness is classified and if FRA reportability criteria have been met.

**CENTRAL REPORTING**

**FAX # : ATS 777-4931 / 202-906-4931**

**PHONE # : ATS 777-4927 / 202-906-4927**

**TERMS AND DEFINITIONS**

**FAX (Facsimile)** Electronic equipment telephone lines.

**CENTRAL REPORTING** The corporate safety office received from Amtrak field

**FELA REPORT** Federal Employees

**F.R.A.** Federal Railroad

**NRPC 260** Injury/Illness Report  
\* 260, page 1: Instructions  
\* 260, page 2: Statement  
\* 260, page 3: Injury/  
\* 260, page 4: Injury /

**NRPC 405** Accident Investigation

**TERMS AND DEFINITIONS**

<b>NRPC 488</b>	Medical Report
<b>NRPC 2265</b>	Injured Employee's Ten Day Report
<b>OCCUPATIONAL ILLNESS</b>	An abnormal condition or disorder caused by
<b>OCCUPATIONAL INJURY</b>	Harm to a person resulting from a single event occurring

**HANDLING THE INJURY  
CARE FOR THE INJURED OR ILL EMPLOYEE**

If an employee is injured, reports an injury, or claims an occupational illness, ..... then

DO'S

Refer the employee to a company doctor ... on company time (if environmental factors associated w  
circumstances warrant).

Accompany employee to company doctor/approved hospital or clinic. on the job.

Notify appropriate management  
\* Serious cases, phone General Superintendent, General Manager, Department Head, Safety and Claims.

Assist by offering support to the injured employee and information to medical professionals regarding the nature of work.

Have employee sign top part of NRPC 488 (Medical Report).

Have doctor/medical facility complete NRPC 488 report (other forms may be substituted as long as same info. is provided).

Arrange for tests when alcohol or drug testing criteria are met.

Return with employee to work place (unless serious injury/illness prevents).

**In Obtaining Prompt Treatment, Use Amtrak Nurse, Company Doctor, Amtrak Approved Medical Facility, and/or Ambulance as Appropriate**



**HANDLING THE INJURY  
DON'TS**

Do not delay treatment for any reason.

Do not pressure medical personnel.

**HANDLING THE INJURY**

- If the employee refuses medical treatment .... Then
  - \* Write the words “declined (or refused) medical treatment” on the 260-2, 260-3/4, and 488 forms.
- If the employee is visibly injured or says he/she is leaving work to see a private doctor .... Then
  - \* Take the employee to an Amtrak approved medical facility.
- If the employee does not want you present during medical consultation or treatment .... Then
  - \* Abide by those wishes
  - \* Ask for post-treatment consultation with medical personnel to determine the treatments rendered and doctor’s advice to the patient.
- If injured employee does not want to report the injury, report it anyway. Occupational injuries and illnesses must be reported, regardless of employee’s desire not to do so.

**REPORT EACH OCCUPATIONAL INJURY/ILLNESS  
NO MATTER WHAT THE CIRCUMSTANCES**

**HANDLING THE INJURY  
COMPLETE APPROPRIATE  
INVESTIGATION AND DOCUMENTATION**

**Employee (260-2)**

Have employee complete the NRPC 260-2, Statement of Injured Person

If the employee refuses to complete the form ..... Then

- \* Supervisor explains that this form is required by the company to fulfill injury reporting requirements.
- \* If the employee cannot work or is otherwise unable to complete the 260-2 form ..... Then
- \* The Supervisor may complete the form based on the employee’s statement or have the employee sign it.

**OR**

- \* Give the employee a blank 260-2 and a return envelope. Ask the employee to fill it out and send it in.
- \* Use good judgement in attempting to obtain a completed 260-2 from a seriously injured or ill employee.

If unable to provide an employee-written 260-2, the Supervisor must note the details of the mishap on a 260-2 and **Forward to Central Reporting and Claims.** Explain why the employee could not, or did not, complete the form.

**INVESTIGATION AND DOCUMENTATION**

**Supervisor (488, 260-3, 405)**

- Have the Medical Report, NRPC 488, completed and signed by the Medical Professional.
  - \* Have the employee sign the form. If the employee cannot or will not sign, follow the same steps as previously outlined for the 260-2.
  - \* Fax a copy to Central Reporting and send the original to Claims within 24 hours.
- Complete the Injury/Illness Report, NRPC 260-3.
  - \* Make sure information is accurate and complete. Sign and fax to Central Reporting within 24 hours. Mail the original to Claims.
- Initiate Accident Investigation Committee. Use NRPC 405
  - \* The Investigation Committee will complete the report within 5 days and forward to the Department Head who will sign the report. The report (original) is then sent to Claims. Do not fax to Central Reporting.

**CENTRAL REPORTING**  
**FAX # ATS 777-4931 / 202-906-4931**

**FOLLOW-UP**

After an employee occupational injury or illness, Supervisors should be aware of employee attendance patterns, work practices, and physical condition. Express genuine concern for the employee and be diligent in keeping track of the recovery progress. Continue monitoring throughout the investigation process.

If necessary, submit a supplemental Injury/Illness Report (NRPC 260-4) when additional information becomes available. This is usually only necessary if the 260-3 (Initial Report) did not contain all relevant information.

During the 10 days following the injury/illness, track the employees activity on a Ten Day Report (NRPC 2265). This will assist in monitoring the status of the employee.

Any and all additional information, such as bills, letters, and statements, must be forwarded to Central Reporting and Claims.

<b>SUMMARY</b>	
<b>PERSON RESPONSIBLE</b>	<b>ACTION REQUIRED</b>
Injured or Ill Employee	<ul style="list-style-type: none"> <li>* Report injury/Illness to supervisor</li> <li>* Complete and sign NRPC 260-2</li> <li>* Sign NRPC Form 488</li> <li>* Verify and sign NRPC Form 2265</li> </ul>
Supervisor	<ul style="list-style-type: none"> <li>* Ensure injured employee receives appropriate medical attention</li> <li>* Report injury or illness to management</li> <li>* Complete the following NRPC forms and submit to Claims and Central Reporting:                             <ul style="list-style-type: none"> <li>260-3 and 4 (if necessary)</li> <li>488</li> <li>2265 (must be signed)</li> <li>260-2 (submit only; completed)</li> </ul> </li> </ul>
Accident Investigation Committee	<ul style="list-style-type: none"> <li>* Three members:                             <ul style="list-style-type: none"> <li>Immediate Supervisor;</li> <li>2 other Management employees</li> </ul> </li> <li>* Investigate all aspects of accident</li> <li>* Complete, sign and submit NRPC Form 405</li> </ul>

<b>PERSON RESPONSIBLE</b>	<b>ACTION REQUIRED</b>
Department Head	<ul style="list-style-type: none"> <li>* Ensure, verify, spot check accuracy of all NRPC forms.</li> <li>* Approve investigation report (405).</li> <li>* Direct accomplishment of and follow-up on investigation recommendations.</li> <li>* Act to prevent recurrences.</li> <li>* Provide FELA reports.</li> </ul>
Claims and Medical	<ul style="list-style-type: none"> <li>* Provide copies of pertinent information to Central Reporting</li> </ul>
Central Reporting	<ul style="list-style-type: none"> <li>* Receive, classify, analyze injury and illness information.</li> <li>* Make reportability decisions.</li> <li>* Make all SIS entries.</li> <li>* Generate/issue reports:                             <ul style="list-style-type: none"> <li>by employee</li> <li>FRA, Batch, Ad hoc.</li> </ul> </li> </ul>
Safety, Claims	<ul style="list-style-type: none"> <li>* Formal and informal liaison to and Medical share case logs and Minimum of monthly.</li> </ul>

**NOTE: The person who prepares each occupational injury/illness report is responsible for faxing it to Central Reporting and mailing the original to Claims.**

AMTRAK INVESTIGATION COMMITTEE REPORT

INCIDENT NUMBER \_\_\_\_\_ DATE OF INJURY \_\_\_\_\_

NAME OF INJURED \_\_\_\_\_ SSN \_\_\_\_\_

**ACCIDENT ANALYSIS**

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**CAUSE**

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WAS SAFETY RULE VIOLATED? YES \_\_\_\_\_ NO \_\_\_\_\_

IF SO, LIST NUMBER(S) \_\_\_\_\_

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**CONTRIBUTING FACTORS**

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**COMMITTEE RECOMMENDATIONS**

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**ACCIDENT INVESTIGATION COMMITTEE**

DATE AND TIME COMMITTEE ESTABLISHED \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DEPARTMENT HEAD: (REVIEW AND APPROVAL)

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NRPC 405 (6/85)



GROUND OR FLOOR CONDITIONS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DEFECTS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WAS INSPECTION PERFORMED? YES \_\_\_\_\_ NO \_\_\_\_\_

INSPECTOR: NAME \_\_\_\_\_ DATE LAST INSPECTED \_\_\_\_\_

**VEHICLE**

DID ACCIDENT INVOLVE A LICENSED MOTOR VEHICLE? YES \_\_\_\_\_ NO \_\_\_\_\_

IF YES, ATTACH COMPLETED "AMTRAK ACCIDENT REPORT" (NRPC 1310)

**EQUIPMENT**

IF ACCIDENT INVOLVED EQUIPMENT, MACHINE OR TOOLS, PROVIDE EQUIPMENT NAME AND IDENTIFICATION NUMBER (IF TRAIN INVOLVED, PROVIDE TRAIN AND CAR NUMBER) \_\_\_\_\_

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LIST ALL MALFUNCTIONS OR DEFECTS FOUND \_\_\_\_\_

---

---

WAS EQUIPMENT OR MACHINE MOVING \_\_\_\_\_

---

IF SO, SPEED AND DIRECTION \_\_\_\_\_

---

NAME OF PERSON OPERATING EQUIPMENT, MACHINE OR TOOL (IF OTHER THAN INJURED) \_\_\_\_\_

---

WERE SAFEGUARDS OR WARNING DEVICES OPERATING? \_\_\_\_\_

---

LIST ALL APPROPRIATE INSPECTION DATES FOR EQUIPMENT INVOLVED \_\_\_\_\_

---

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**EMPLOYEE DATA**

LIST PERSONAL PROTECTIVE EQUIPMENT REQUIRED \_\_\_\_\_

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

WAS THIS EQUIPMENT USED? (IF NO, EXPLAIN) \_\_\_\_\_

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

CONDITION OF INJURED'S CLOTHING, SHOES, GLOVES, ETC. \_\_\_\_\_

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

WERE PHOTOGRAPHS TAKEN OF ACCIDENT SCENE? (ATTACH SAME)

YES \_\_\_\_\_ NO \_\_\_\_\_

WAS SKETCH SHOWING MEASUREMENTS OF ACCIDENT LOCATION TO FIXED PARTS MADE? (SEE PAGE 4)

YES \_\_\_\_\_ NO \_\_\_\_\_

WAS INJURED ON: REGULAR \_\_\_\_\_ EXTRA \_\_\_\_\_ OR RELIEF \_\_\_\_\_

ASSIGNMENT

DATE OF INJURED'S LAST PERIODIC MEDICAL EXAMINATION \_\_\_\_\_

DATE OF INJURED'S LAST SAFETY OR RULE INSTRUCTION \_\_\_\_\_

DATE OF INJURED'S LAST DOCUMENTED SAFETY MEETING (OTHER THAN DAILY)



SIDE LETTER NO. 1

April 4, 1996

Mr. J. J. Davison  
General Chairman, BMWE  
Northeastern Federation

Mr. H. J. Granier  
General Chairman, BMWE  
Illinois Central Gulf Federation

Mr. J. Dodd  
General Chairman, BMWE  
Pennsylvania Federation

Mr. J. D. Knight  
General Chairman, BMWE  
Seaboard Federation

Mr. P. K. Geller  
General Chairman, BMWE  
Consolidated Rail Federation

Mr. D. E. McMahon  
General Chairman, BMWE  
Pacific Federation

Dear Gentlemen:

This refers to our discussions regarding the joint accident investigation committees provided for in Paragraph C of Article VI of the Amtrak BMWE Safety Agreement.

The intent of the investigations referred to in the agreement is to identify the cause of accidents and develop ways of preventing recurrence. As discussed, the above provision is a joint initiative, intended to improve the quality of accident investigations and ultimately, enhance the safety of employees, which will not be served by an adversarial approach to the process.

Accordingly, it is agreed that our initiative on the accident investigation committee process shall be reviewed at six month intervals to identify problems in areas such as committee participation, reporting quality/accuracy and value of committee recommendations. These reviews shall be conducted by a panel consisting of a representative of the Engineering Department, a representative of the Safety Department and two (2) representatives of the BMWE. The panel shall, based on their review, make recommendations on changes in areas such as:

- \* the composition of the investigating teams;
- \* the quality of final reports;
- \* investigation forms and processes;
- \* training on accident investigation techniques.

Changes recommended by the panel and adopted by amendment to the agreement or modification to Amtrak policy or programs, shall then be monitored by the panel to determine the effectiveness of such changes.

It is understood that this review process is not intended to negate the rights of either party under the moratorium provisions of the agreement.

General Chairmen, BMW  
April 4, 1996  
Side Letter No. 1  
Page 2

If the above properly reflects our understanding, please sign below.

Very truly yours,

/s/ R. F. Palmer

R. F. Palmer  
Director-Labor Relations

I Concur:

/s/ John J. Davison

J. J. Davison  
General Chairman, BMW

/s/ Hayward Granier

H. J. Granier  
General Chairman, BMW

/s/ Jed Dodd

J. Dodd  
General Chairman, BMW

/s/ James Knight

J. D. Knight  
General Chairman, BMW

/s/ Perry K. Geller

P. K. Geller  
General Chairman, BMW

/s/ D. E. McMahon

D. E. McMahon  
General Chairman, BMW

SIDE LETTER NO. 2

April 4, 1996

Mr. J. J. Davison  
General Chairman, BMWE  
Northeastern Federation

Mr. H. J. Granier  
General Chairman, BMWE  
Illinois Central Gulf Federation

Mr. J. Dodd  
General Chairman, BMWE  
Pennsylvania Federation

Mr. J. D. Knight  
General Chairman, BMWE  
Seaboard Federation

Mr. P. K. Geller  
General Chairman, BMWE  
Consolidated Rail Federation

Mr. D. E. McMahon  
General Chairman, BMWE  
Pacific Federation

Dear Gentlemen:

This refers to our discussions regarding the appointment of BMWE safety committee members and BMWE safety liaisons under Articles VII and VIII of the Amtrak BMWE Safety Agreement.

The parties recognize that safety committees are currently in operation throughout the Amtrak system and that BMWE employees are participating on those committees. The intent of Article VII of the agreement is to review the jurisdiction of each safety committee to ensure all employee work groups are involved and for the BMWE General Chairpersons to designate their representatives on those committees as set forth in paragraph B of that Article. To facilitate this process, within fifteen days following the date of this agreement, Amtrak shall provide the organization a listing of all safety committees on which BMWE employees participate, including identification of the jurisdiction of such committees and the BMWE participants. The parties shall meet as necessary to ensure that all committees and participants are identified and to make any necessary adjustments in the jurisdiction or number of safety committees. As designations of safety committee representatives are made by the BMWE, they shall replace existing BMWE employees on all safety committees.

It was also understood that Safety Liaisons appointed under Article VIII will replace all existing full time BMWE safety officers. The parties recognize that BMWE employees may continue to be used on special duty assignments to provide training as deemed necessary by Amtrak and that such positions are not affected by this agreement and are without prejudice to either parties position regarding the use of such assignments.

General Chairmen, BMW  
April 4, 1996  
Side Letter No. 2  
Page 2

If the above properly reflects our understanding, please sign below.

Very truly yours,

/s/ R. F. Palmer

R. F. Palmer  
Director-Labor Relations

I Concur:

/s/ John J. Davison

J. J. Davison  
General Chairman, BMW

/s/ Hayward Granier

H. J. Granier  
General Chairman, BMW

/s/ Jed Dodd

J. Dodd  
General Chairman, BMW

/s/ James Knight

J. D. Knight  
General Chairman, BMW

/s/ Perry K. Geller

P. K. Geller  
General Chairman, BMW

/s/ D. E. McMahon

D. E. McMahon  
General Chairman, BMW

March 15, 2000

Mr. Jed Dodd  
General Chairman - BMWE  
1930 Chestnut Street - Suite 607-609  
Philadelphia, PA 19103

Mr. Stuart A. Hurlburt, Jr  
General Chairman, BMWE  
P. O. Box 138  
Mansfield, MA 02048

Mr. Perry K. Geller  
General Chairman - BMWE  
58 Grande Lake Drive  
Port Clinton, OH 43452

Dear Gentlemen:

This refers to recent discussions regarding the utilization of Brotherhood of Maintenance of Way employees as Network Instructors on the Northeast Corridor and MBTA territories. While the parties recognize that the work in question is not covered by the Scope of the BMWE labor agreements, to facilitate both Amtrak's desire to provide necessary training and the participation of qualified BMWE employees in that process, it is agreed that BMWE employees may be assigned as Network Instructors and shall be governed by the following conditions:

1. BMWE employees performing Network Instructor functions shall be retained and governed by these conditions on the effective date of the signing of this Agreement. The employees and initial headquarters are identified in the attachment to this agreement. All future Network Instructor positions/vacancies shall be posted at bulletin locations as outlined in the Agreement. Should a BMWE applicant not be selected and such applicant or the BMWE believes such candidate to be equally or more qualified than a junior selected candidate, they may file a protest with the Senior Director-Engineering Employee Services. The parties shall promptly meet to review the qualifications of the candidates and the basis for the decision and attempt to resolve the dispute. Should the parties be unable to satisfactorily resolve the dispute, the employee or the BMWE may file a claim and/or grievance under the agreement.

It is understood that, based on the nature of the work, employees selected for these positions cannot be displaced in the exercise of seniority. In the event performance of a BMWE Network Instructor does not meet the requirements of the position, the employee may be removed from the position and permitted to exercise seniority. In such circumstances, a performance review meeting will be conducted with the employee and a representative of the BMWE. It is further understood that employees assigned as Network Instructors electing to vacate such position, may make application for advertised positions.

Mssrs. Dodd, Geller & Hurlburt  
March 15, 2000  
Page 2

Network Instructors

It is agreed that Network Instructors will not establish new seniority and that no new seniority rosters for Network Instructors will be established.

2. Successful candidates shall be compensated at the rate of \$18.88 per hour for all hours of their normal assignment. The overtime provisions of the agreement shall apply for hours worked outside their assigned tour of duty.
3. Employees assigned as Network Instructors shall be subject to the terms and conditions of the Special Construction Agreement dated November 3, 1976, governing shifts and workweek.
4. Employees assigned as Network Instructors shall be entitled to the per diem payments set forth in Rule 89 of the Northeast Corridor Agreement unless meals are provided. When assigned to Training Camps, where breakfast and lunch are provided, Network Instructors shall be entitled to \$15.50 to cover the cost of dinner if such meal is not provided.
5. Employees assigned as Network Instructors shall be provided lodging if required to remain overnight at a location more than fifty (50) miles from their initial headquarters.
6. It is understood that employees assigned as Network Instructors shall only stand to be called for overtime assignments in their former position/territory if no other employee is available and provided that such use will not make them unavailable to provide scheduled training.

The provisions of this agreement have been designed specifically and exclusively to address the utilization of employees as Network Instructors. Therefore, this agreement is without prejudice to the position of either party in other matters and will not be referred to or cited in any forum, except such forum as may be invoked to resolve claims or grievances brought specifically under the terms of this agreement.

This agreement shall remain in effect until changed or canceled by sixty (60) days advance notice from either party to the other. It is understood that this agreement shall be considered separate agreements with each BMW Federation and may be canceled or modified individually for each territory by notice to or from the General Chairman having jurisdiction. If the foregoing properly reflects our understanding, please sign below.

Mrs. Dodd, Geller & Hurlburt

Network Instructors



March 15, 2000

Page 3

Very truly yours,

R. F. Palmer  
Director-Labor Relations

I Concur:

\_\_\_\_\_  
Jed Dodd, General Chairman, BMW

\_\_\_\_\_  
Date

\_\_\_\_\_  
Perry Geller, General Chairman, BMW

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stuart Hurlburt, General Chairman, BMW

\_\_\_\_\_  
Date

Attachment

**Network Instructor**

**Headquarters Location**

**New England Division**

David Acampora\*  
Pat DiBuccio  
Tom Nall

South Station, Boston  
M of W Base, Providence, Rhode Island  
Midway, Connecticut  
New Haven, Connecticut

**Metropolitan Division**

Dave Longenhagen\*  
Naomi Townsend\*  
Mark Wilson\*

M of W Base, Hunter, New Jersey  
M of W Base, Adams New Jersey  
Midway, New Jersey  
Princeton Junction, New Jersey

**MidAtlantic Division**

Thomas Boone\*  
Tom Finizio  
Tom Ricks  
Bernie Zeller

M of W Base, Odenton, Maryland  
M of W Base, Perryville, Maryland  
Lancaster, Pennsylvania  
30<sup>th</sup> Street Station, Philadelphia

**District Work Teams**

John Meloney  
Nicholas Rech  
Henry Alford\*

30<sup>th</sup> Street Station, Philadelphia  
30<sup>th</sup> Street Station, Philadelphia  
30<sup>th</sup> Street Station, Philadelphia

**MBTA**

Richard White

Cobble Hill, Boston

NOTE: Headquarters indicated are for informational purposes. Actual selection of Headquarters shall be in seniority order by territory.

March 15, 2000

Mr. Jed Dodd  
General Chairman - BMW  
1930 Chestnut Street - Suite 607-609  
Philadelphia, PA 19103

Mr. Stuart A. Hurlburt, Jr  
General Chairman, BMW  
P. O. Box 138  
Mansfield, MA 02048

Mr. Perry K. Geller  
General Chairman - BMW  
58 Grande Lake Drive  
Port Clinton, OH 43452

Dear Gentlemen:

This refers to the agreement signed this date concerning utilization of BMW employees as Network Instructors.

Confirming our discussion, the employees identified by an asterisk on the attachment to the agreement are recent appointments to Network Instructor positions. Under these circumstances, it was agreed that applicants for those positions who were not selected may progress protests as outlined in Item 1 of the agreement.

If the above properly reflects our understanding, please sign below.

Very truly yours,

R. F. Palmer  
Director-Labor Relations

I Concur:

\_\_\_\_\_  
Jed Dodd, General Chairman, BMW

\_\_\_\_\_  
Date

\_\_\_\_\_  
Perry Geller, General Chairman, BMW

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stuart Hurlburt, General Chairman, BMW

\_\_\_\_\_  
Date

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March 23, 1982

Mr. J. J. Lattanzio, General Chairman  
Brotherhood of Maintenance of Way Employes  
135 Burnside Avenue, Room 5-A  
East Hartford, CT 06108

Dear Sir:

This is to confirm our conversations of December 15, 1981, and March 16, 1982, concerning displacement rights on positions that are bulletined to be effective coincidentally with the effective date of an abolishment notice.

Effective immediately, any employee whose position has been scheduled for abolishment as of a specific date, and who fails to make bid application for new position(s) advertised to specifically coincide with such date, may not, in the exercise of seniority, displace a junior employee who did make bid for and is awarded one of the aforementioned new positions since an employee desiring any advertised position must file his application, in writing, for same within the seven (7) day posting period.

Such employee may, however, exercise his displacement rights over any junior employee who holds a previously established regular position for which he is properly qualified.

As you will note, I am enclosing two (2) copies of this letter of understanding. If you concur, please sign one (1) copy and return same to me.

Very truly yours,

/s/ G. R. Weaver, Jr.

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

I CONCUR:

/s/ J. J. Lattanzio

J. J. Lattanzio  
General Chairman

MEMORANDUM OF AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

AND

ITS EMPLOYEES REPRESENTED BY

THE

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Whereas Amtrak has established a Leadership Training Program for First Line Supervisors which it desires employees represented by the Brotherhood of Maintenance of Way Employees to attend;

It is hereby agreed that employees attending such training will be governed by the following conditions:

1. The training covered by this Agreement will consist of Leadership Training for First Line Supervisors. A copy of the present course outline is attached to this Agreement as Attachment "A" for information.
2. It is expected that all training covered by this Agreement will be conducted at Lancaster, PA. However, should such program be established elsewhere on the Northeast Corridor these same provisions shall apply.
3. The difference in mileage between the employee's home to headquarters point and home to nearest available rail departure point, and the same for return, will be reimbursed, if rail transportation is used. Employees will also be reimbursed for necessary meals incurred in transit to the training facility.
4. Transportation to and from the training facility will be provided by Amtrak. Local transportation between the training facility and the lodging facility will also be provided when necessary.
5. Lodging will be provided by Amtrak at a suitable facility in the Lancaster, PA, area, or the area in which the training is to be held.
6. All meals will be provided by Amtrak.
7. The training program will be conducted Sunday through Saturday. Each employee will receive eight (8) hours per day at their straight time rate for the Sunday through Saturday training sessions as generally outlined on the attached class activity schedule.

The above Agreement is effective June 17, 1985, and will remain in full force and effect until this training program is completed.

FOR THE BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYEES

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

*/s/ J. J. Lattanzio*

\_\_\_\_\_  
J. J. Lattanzio  
General Chairman

*/s/ L. C. Hriczak*

L. C. Hriczak  
Director-Labor Relations

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**Northern District Letter Agreements -  
Boston Terminal Maintenance & Gas Welding Gangs and, Canton Junction Interlocking Gang Agreement, dated  
June 13, 1983, as amended June 24, 1983**

June 13, 1983

Mr. J. J. Lattanzio, General Chairman  
Brotherhood of Maintenance of Way Employes  
135 Burnside Avenue, Room 5-A  
East Hartford, CT 06108

Dear Sir:

This letter refers to our several discussions, most recently June 13, 1983, concerning the Boston Terminal Maintenance Gang, (S-412) and Boston Terminal Gas Welding Gang (T-512) and the extension of the provisions established for the Canton Junction Interlocking Gang (S-752) to these Gangs.

The Carrier expressed its reservations to leaving the terminal area uncovered for three days instead of two days but recognizing certain operational problems in the terminal area indicated that it would be willing to extend the Canton Junction Interlocking Gang Agreement conditions to the Boston Terminal Maintenance and Gas Welding Gangs on a trial basis.

Therefore, the Boston Terminal Maintenance and Gas Welding Gangs will be established under the following conditions:

Headquarters: Boston, MA  
Tour of Duty: 6:00 A.M. - 4:30 P.M.  
Work Week : Friday - Monday<sup>66</sup>  
Rest Days : Tuesday, Wednesday and Thursday

The initial consists of the gangs are as follows:

Boston Terminal Maintenance  
1 Foreman  
1 EWE "B"  
9 Trackmen  
11 Total

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<sup>66</sup> Work Week amended by Agreement dated June 24, 1983.



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**Northern District Letter Agreements -  
Boston Terminal Maintenance & Gas Welding Gangs and, Canton Junction Interlocking Gang Agreement, dated  
June 13, 1983, as amended June 24, 1983**

Boston Terminal Gas Welding

1 Welder  
1 Machine Operator/Welder  
2 Total

Additionally, each employee assigned to a position with these Gangs shall be paid an incentive allowance of 25 cents per hour for any straight time hours worked. This 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.

This Agreement may be canceled by either party upon thirty (30) days advance written notice.

If the foregoing correctly reflects our discussions please indicate your concurrence by signing in the space provided below and returning one copy of the executed Agreement to me.

Very truly yours,

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

I CONCUR:

/s/ J. J. Lattanzio  
J. J. Lattanzio  
General Chairman

6-13-83  
Date

July 21, 1987

Mr. J. P. Cassese, General Chairman  
Brotherhood of Maintenance of Way Employes  
1165 Marlkers Road, Suite B  
Cherry Hill, NJ 08003

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

Gentlemen:

This has reference to our meeting on May 18, 1987, during which time we discussed amending Rule 28 of the Amtrak/BMWE (NEC) Agreement to permit employees on the Northern District to request and be granted a leave of absence on such District for the purpose of working on positions covered by the Amtrak/BMWE (Corporate) Agreement on the MBTA Commuter Railroad.

We have reviewed your request with our Engineering Department and in view of the unique operational requirements and proximity of the territories involved here, we are agreeable to granting leaves of absence under Rule 28 for the purpose outlined above under the following conditions:

- " Northern District employees who desire a leave of absence for the purpose of working on positions covered by the Amtrak/BMWE (Corporate) Agreement on the MBTA Commuter Railroad must address such request in writing to the Assistant Chief Engineer - Track, or the Assistant Chief Engineer - Structures, listing the classification(s) on the MBTA Commuter Railroad to which the employee is seeking assignment.
- " Should the requirements of service permit and subject to qualifications as outlined below, the appropriate Assistant Chief Engineer will grant Northern District employees a leave of absence to work on the MBTA Commuter Railroad as outlined above. It is understood that the decision to grant such leave of absence rests solely with the Assistant Chief Engineer and will not serve as a basis to progress any claims or complaints under any labor agreement.

J. P. Cassese and

J. J. Davison

Page 2

July 21, 1987

- " Requirements of service and qualifications permitting, leaves of absences will be based upon seniority in the craft from among the leave of absence requests on file at time of granting. Initial assignment to positions on the MBTA Commuter Railroad will be based on employee preference to the positions identified on the employee's leave of absence request and qualifications. Qualifications being sufficient, seniority in the craft on the Northern District will govern in such assignment.

Once an employee establishes seniority on the MBTA Commuter Railroad/BMWE Roster, he will be subject to the provisions of the Amtrak/BMWE (Corporate) Agreement.

- " Leaves of absence will be granted for the duration of employment in MBTA Commuter Service, subject to the requirements of service. While on leave of absence for the purpose defined herein, an employee may only return to service in the craft on the Northern District if unable to hold a position in the craft on the MBTA Commuter Railroad, or if the leave of absence is canceled due to the requirements of service. Such employee's return to the Northern District will be governed by Rule 22 of the Amtrak/BMWE (NEC) Agreement.

Exceptions permitting return to the Northern District under circumstances other than those outlined above may be agreed to in writing between the appropriate Assistant Chief Engineer and the General Chairman of the Northern District.

- " Any seniority established on the MBTA Commuter Railroad/BMWE Roster will be forfeited upon termination of the leave of absence.

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Northern District Letter Agreements -  
Leaves of Absence to Work on MBTA Agreement dated July 21, 1987, as amended November 23, 1998, with July  
21, 1987, Letter of Understanding

J. P. Cassese and  
J. J. Davison  
Page 3  
July 21, 1987

If the foregoing meets with your approval, please indicate your concurrence by signing 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/ John J. Davison

J. J. Davison  
General Chairman

I CONCUR:

/s/ J. P. Cassese

J. P. Cassese  
General Chairman

cc: W. E. LaRue

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Northern District Letter Agreements -  
Leaves of Absence to Work on MBTA Agreement dated July 21, 1987, as amended November 23, 1998, with July  
21, 1987, Letter of Understanding

July 21, 1987

Mr. J. P. Cassese, General Chairman  
Brotherhood of Maintenance of Way Employes  
1165 Markkress Road, Suite B  
Cherry Hill, NJ 08003

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

Gentlemen:

This has reference to our Agreement dated July 21, 1987, relative to granting leaves of absences for Northern District employees for the purpose of working on positions covered by the Amtrak/BMWE (Corporate) Agreement on the MBTA Commuter Railroad.

This will confirm our discussions that any full-time duly authorized representative of the Organization who returns to service covered by the Agreement between the parties may displace any employee granted a leave of absence pursuant to Agreement dated July 21, 1987, based upon his qualifications and Northern District seniority. In making such displacement, he will receive the same MBTA Commuter Railroad seniority date in the classification to which displaced as the employee displaced and will rank immediately ahead of such displaced employee, notwithstanding any rules pertaining to establishment of seniority in the Amtrak/BMWE (Corporate) Agreement. The date of such displacement will constitute the effective date of the leave of absence as outlined in Agreement dated July 21, 1987.

If the foregoing meets with your approval, please indicate your concurrence by signing 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

---

**Northern District Letter Agreements -  
Leaves of Absence to Work on MBTA Agreement dated July 21, 1987, as amended November 23, 1998, with July  
21, 1987, Letter of Understanding**

I CONCUR:

*/s/ John J. Davison*

J. J. Davison, General Chairman

*/s/ J. P. Cassese*

J. P. Cassese, General Chairman

cc: W. E. LaRue

**AGREEMENT**

**BETWEEN THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

**AND**

**NATIONAL RAILROAD PASSENGER CORPORATION**

Recognizing that there are working conditions peculiar to the operation of Tractor Trailers by BMWWE represented tractor trailer operators headquartered on the Northern District it is agreed:

1. Drivers, when working away from their headquarters on the Northern District will be permitted to work up to twelve hours per day if schedule requirements so dictate, unless otherwise instructed. Working more than twelve hours will require permission from the supervisor in charge of tractor trailer drivers.
2. When duties require tractor trailer drivers to work away from their headquarters and stay away overnight, drivers will be permitted to work up to twelve hours per day if schedule requirements so dictate, unless otherwise instructed. Working more than twelve hours will require permission from the supervisor in charge of tractor trailer drivers. It is recognized that the collective bargaining agreement has no requirement to pay tractor trailer drivers covered by this agreement around the clock for time before or after their regular tour of duty when away from their headquarters and not working or driving.
3. Drivers working away from their headquarters and required to stay overnight will be reimbursed for actual necessary expense of lodging and a per diem of \$29.50<sup>67</sup> for meals. The carrier may supply a corporate credit card to each driver for the purpose of paying for lodging. Drivers will also be permitted to use the credit card to maintain and operate their vehicle. Drivers will be reimbursed for such expenses in accordance with company expense account procedures and, if supplied a corporate credit card, will be responsible to pay the credit card bill promptly.
4. Drivers will be expected to comply with federal and state laws governing the operation and maintenance of tractor trailers. Amtrak will furnish necessary equipment, e.g. placards, for compliance with such laws.
5. Tractor trailer operators headquartered on the Northern District will be paid a rate of \$15.92 per hour which will be subject to all general wage increases and cost of living adjustments.
6. Within ten days after signing this agreement the current tractor trailer positions will be abolished and readvertised to the Northern District with a copy of this special agreement attached. To retain Northern District truck driver seniority, employees awarded these positions will be required to remain on such positions for at least one year unless displaced by a senior employee. This one year lock in will also apply to future employees awarded such positions. A copy of this agreement will be attached to subsequent advertisements for these positions.

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<sup>67</sup> Amended December 9, 1997

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**Northern District Letter Agreements -  
Northern District Truck Drivers Agreement dated January 24, 1997**

7. The purpose of this agreement is to standardize the manner in which tractor trailer drivers are compensated for wages and away from headquarters expenses. It is the intent of the parties through this standardization to better utilize the tractor trailer drivers on the Northern District. This is without prejudice to the position of either party relative to the use of other than BMW employees to perform the work and this agreement will not be referred to by either party in the event such dispute arises.
8. This agreement supersedes any rules in the current collective bargaining agreement which may be in conflict. When not in conflict, the rules of the current collective bargaining agreement will be applicable.
9. This agreement may be canceled by either party with twenty (20) days advance written notice.

/s/ Stuart A. Hurlburt, Jr.  
S. A. Hurlburt, Jr.  
General Chairman, BMW

/s/ R. F. Palmer  
R. F. Palmer  
Director-Labor Relations

January 24, 1997  
Date

January 24, 1997  
Date



April 15, 1998

Mr. Stuart A. Hurlburt, Jr.  
General Chairman, BMWE  
P. O. Box 138  
Mansfield, MA 02048-0138

Dear Mr. Hurlburt:

This refers to our recent discussions regarding the February 27, 1997 agreement governing the Northern District B&B gang established under Rule 90-C.

Confirming our discussion, Amtrak intends to maintain a Capital Improvement gang to work throughout the Northern District. Under Section II, the existing gang, established by the February 27, 1997, agreement will be modified as follows:

Initial Consist: 5 Foremen  
7 Welders  
16 B&B Mechanics

Work Week: 7:00 AM to 5:30 PM, variable  
30 minute meal period  
  
Monday through Thursday  
  
Rest days Friday, Saturday and Sunday

Headquarters: Variable, Initial Reporting Point, Westerly, RI

One (1) Foreman, one (1) Welder and (4) B&B Mechanic positions will be established to bring the existing gang up to the above level. All such positions, as well as any vacancies in the current gang, shall be advertised in accordance with the requirements of the agreement.

Employees assigned to the Capital Improvement Gang will be paid the rate provided for the classification of the position. In addition, all members of this unit will receive benefits consistent with Rule 90-C and the Special Construction Agreement dated November 3, 1976.

It is understood that the Capital Improvement Gang may be split into sub-gangs as necessary for individual capital projects at varying locations. Such sub-gangs shall generally consist of a Foreman, Welder and three (3) B&B Mechanics.

The provisions of this agreement shall be applicable for a period of 12 months from the date of this agreement. At such time, either party may serve upon the other a sixty (60) day notice of termination of the provisions of this agreement.

Mr. Stuart A. Hurlburt, Jr.  
April 15, 1998  
Page 2

If you are in agreement, kindly sign and return one copy to this office. A copy of this agreement shall be included with the advertisement of positions in this gang.

Very truly yours,

/s/ R. F. Palmer  
R. F. Palmer  
Director-Labor Relations

I Concur

/s/ Stuart A. Hurlburt, Jr.  
Stuart A. Hurlburt, Jr.  
General Chairman, BMW

4/27/98  
Date

cc: Ray Goss

July 15, 1997

Mr. Stuart A. Hurlburt, Jr.  
General Chairman, BMWE  
P. O. Box 138  
Mansfield, MA 02048-0138

Re: Construction of High Speed Train Set  
Maintenance Facilities  
Northeast Corridor

Dear Mr. Hurlburt:

This refers to our May 23, 1996, and May 8, 1997, letters, and subsequent discussions regarding Amtrak's intent to contract out certain work at Southampton Yard, Boston, Massachusetts in connection with the construction of new maintenance facilities for the High Speed Train Sets in the Northeast Corridor. During our discussions, we agreed to the following:

- Our understanding regarding the performance of site preparation work at this location is as outlined in my May 8, 1997, letter.
- On or about November 1, 1997, Amtrak will turn over the Southampton Yard site to the General Contractor for commencement of construction. It is understood that all design, construction, testing and punch list work performed within the designated territory for this facility shall be performed by contractor forces, except any such work Amtrak may obtain in the project as a sub-contractor.
- Finally, due to the particular facts and circumstances involved in this project, and for the purpose of resolving any and all disputes regarding the use of contractors for the construction of these facilities, we agreed to the following:
- From November 1, 1997, through final completion of construction of the High Speed Rail Maintenance Facility, Amtrak will maintain no less than forty-four (44) positions in the Bridge and Building sub-department on the Northern District. A current description of this force is included as Attachment "A" to this letter.

NOTE: The term "final construction" as used in this paragraph means completion and final acceptance by Amtrak of all construction services, including completion of all Punch List items specified in or attached to the Certificate of Substantial Completion. Amtrak shall advise the organization, in writing, of such "final completion".

Mr. Stuart A. Hurlburt, Jr.

July 15, 1997

Page 2

In addition to the above, during the next twenty-four (24) months, Amtrak will increase forces in the Bridge and Building sub-department by 10%, as outlined below, and such additional positions will be added to the minimum force requirements set forth in this paragraph.

- By July 1, 1998, Amtrak will hire an additional 3 employees in the Bridge and Building sub-department on the Northern District.
- By July 1, 1999, Amtrak will hire an additional 3 employees in the Bridge and Building sub-department on the Northern District.
- The aggregate number resulting from the above provisions will be increased on a one for one basis for each Bridge and Building sub-department employee who returns to active service under Rule 22 of the Agreement. Conversely, the aggregate number resulting from the above provisions will be reduced on a one for one basis for each Bridge and Building sub-department employee who vacates a position for the reasons outlined in Rule 22 of the Agreement.
- Except in the case of emergencies, as defined by Rule 23 of the Agreement, the above number of Bridge and Building sub-department positions shall not be reduced without advance notice to and agreement with the BMWE regarding the terms and conditions of the reductions. Amtrak agrees to provide to the BMWE on or about the 15th of each month in which this agreement is in effect, a force account of the Bridge and Building sub-department indicating the gang numbers, headquarter locations, positions and name of the incumbents. In the event the force account totals fall below the requirements set forth above, Amtrak shall promptly meet with the BMWE for the purposes of resolving the shortage. In the event the parties are unable to resolve the issue, the dispute shall be referred to Special Board of Adjustment No. 1005 for adjudication.
- This understanding is made without precedent or prejudice to the position of either party regarding the application of the agreement in contracting out work and will not be referred to in the handling of any other contracting issue.

During our discussions, you inquired about Amtrak's intent with regard to maintenance of the new facilities. As indicated during our meeting, Amtrak has exercised the option for Bombardier to manage the new facilities. However, consistent with the scope of the Agreement, as defined in Article 4 - Application and Intent, of the current scope rule, BMWE employees shall be responsible for the maintenance of those facilities unless Amtrak and the BMWE agree otherwise.

Mr. Stuart A. Hurlburt, Jr.

July 15, 1997

Page 3

If the above properly reflects our understanding, please indicate your concurrence by signing below and returning one copy of this letter to my office.

Very truly yours,

/s/ R. F. Palmer

R. F. Palmer

Director-Labor Relations

I concur:

/s/ Stuart A. Hurlburt, Jr.

Stuart A. Hurlburt, Jr., General Chairman, BMW

July 24, 1997

Date

**Attachment A**  
**Northern District B & B Force Account**  
June 1997

Providence - 6 Employees

U-742 - 1 Foreman, 5 B&B Mechanics

Boston - 8 Employees

U-732 - 1 Foreman, 3 B&B Mechanics

U-752 - 1 Foreman, 3 B&B Mechanics

Readville (MBTA) - 1 Employee

U-892 - 1 Foreman

New London - 2 Employees

U-352 - 2 Mechanics

New Haven - 6 Employees

U-032 - 1 Foreman, 1 Asst. Foreman, 3 B&B Mechanics, 1 Welder

Westerly - 21 Employees

U-322 - 1 Foreman, 3 B&B Mechanics, 2 Welders

U-332 - 1 Foreman, 3 B&B Mechanics, 1 Welder

U-342 - 1 Foreman, 3 B&B Mechanics, 1 Welder

U-362 - 1 Foreman, 3 B&B Mechanics, 1 Welder

**NORTHERN DISTRICT TOTAL - 44 EMPLOYEES**

NOTE: The above listing is informational and not intended to restrict staffing changes necessary based on the requirements of service.

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Southern District Letter Agreements -  
Bush River Bridge Gang Agreement, dated February 25, 1983, as amended July 27, 1992

February 25, 1983

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

Dear Sir:

This has reference to our discussion on February 25, 1983, about the Carrier's permanent requirement for a gang to open and close the Bush River Bridge among other assignments.

In view of the operational problems associated with the opening and closing of this bridge and the pattern of river traffic, the Carrier is desirous of establishing a gang consistent with the nature of the operation of this bridge.

The specifics of the gang are as follows:

Gang No.: A-232  
Headquarters: Perryville  
Work Week: Friday through Monday  
Rest Days: Tuesday, Wednesday and Thursday  
Tour of Duty: 8:00 A.M. to 6:30 P.M.

Initial Gang Consist

	1 Foreman
	1 Welder
	1 Welder Helper
	1 Machine Operator
	1 Truck Driver
	5 Trackmen
	<u>2</u> Carpenters
Total	12

In view of the other than standard work week of this gang, employees filling assignments covered by this Agreement will receive a \$1.00 per hour incentive allowance<sup>68</sup> for all 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.

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<sup>68</sup> Incentive allowance increased effective July 27, 1992, by agreement between General Chairman J. Dodd and Director-Labor Relations L. C. Hriczak.



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**Southern District Letter Agreements -  
Bush River Bridge Gang Agreement, dated February 25, 1983, as amended July 27, 1992**

Mr. F. J. Lecce  
Page 2

1983 Work Season Package

If you take no exception to the establishment of this gang as outlined above, please indicate by signing in the space provided below.

Very truly yours,

/s/ G. R. Weaver, Jr.

G. R. Weaver, Jr.

Assistant Vice President

Labor Relations

I CONCUR:

<u>/s/ F. J. Lecce</u>	<u>2-25-83</u>
F. J. Lecce	Date
General Chairman	

AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

PENNSYLVANIA FEDERATION

It is agreed:

1. The position of "Plumber" may be established on a camp car unit, at the plumber rate.
2. The primary work of any "Plumber" on a camp car unit shall be plumbing work. However, if conditions require a "Plumber" on any camp car unit to perform work normally performed by a B&B Mechanic, the "Plumber" on such camp car unit may, if capable, perform such work.
3. No "Plumber" on a camp car unit shall be compelled to perform track maintenance or production work, or any other work, except that of a B&B Mechanic.
4. No additional qualifications other than those required for a Southern District plumber shall be required in order for a plumber to be awarded the position of "Plumber" on a camp car unit.
5. A position of "Plumber" on a camp car unit created under this Agreement will not be filled through the abolishment of another plumber position.
6. The position of "Plumber" on any camp car unit shall be awarded on the basis of seniority in the plumber classification. In the event that no qualified plumber bids for the position of "Plumber" on a camp car unit, the Carrier may give normal uniform tests to plumber helper(s) to determine if such Applicant(s) is qualified for the position of "Plumber" on a camp car unit. The General Chairman or his designee shall be permitted to review all tests and any reasonable practical demonstration required by the Carrier in order to guarantee that such tests and/or demonstrations are uniform and similar to those given regular divisional plumbers.
7. Similarly, in the event that no divisional plumber or plumber helper applies for the position of "Plumber" on a camp car unit, senior bidders from the classification of B&B Mechanic shall be granted the position, qualifications being sufficient. In the event no plumber, plumber helper or B&B Mechanic bids or makes application for the position of "Plumber" on a camp car unit, then seniority in the position of trackman shall govern who is awarded the position, qualifications being sufficient.

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**Southern District Letter Agreements -  
Camp Car Plumber Agreement Effective June 21, 1984**

8. Any successful applicant for the position of "Plumber" on a camp car unit shall be placed on the plumber's seniority roster for the Southern District with a seniority date based upon the date of award. There shall be no separate roster for the position of "Plumber" on a camp car unit.
9. No precedent concerning the plumber classification is established as a result of this Agreement.
10. The successful bidder/applicant will be headquartered with the camp car unit and entitled to meals and lodging with the unit as well as a \$.65 per hour incentive allowance as referenced in Rule 42(c) of the Agreement.
11. The position of "Plumber" on a camp car unit shall not be counted in meeting the Minimum Force base number required to be maintained by the Carrier.
12. This Agreement will become effective June 21, 1984, or as soon thereafter as practical and may be terminated at any time by the General Chairman by serving thirty (30) days written notice to the Assistant Vice President-Labor Relations, or vice versa.

FOR THE BROTHERHOOD OF MAINTENANCE FOR THE NATIONAL RAILROAD  
OF WAY EMPLOYES

PASSENGER CORPORATION

/S/ Jed Dodd

J. Dodd  
General Chairman

/s/ G. R. Weaver, Jr.

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

March 31, 1988

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

Dear Mr. Dodd:

This has reference to our meeting on March 11, 1988, at which we discussed certain payments being made for driving vehicles in the Electric traction and Bridge and Building sub-departments of the Philadelphia Division.

It was the carrier's intention to discontinue all such payments due to lack of contractual support or system wide practice. In the alternative, the carrier was willing to arbitrate the question if the organization would agree. The organization in response proffered for the carrier's consideration a general proposal to resolve the matter.

Consistent with that proposal the carrier would be agreeable to the following:

1. An employee assigned on a daily basis to drive a vehicle in the Electric Traction or Bridge and Building sub-department in the Southern District of the Northeast Corridor in which three (3) additional riders are normally transported is eligible for payment of 30 minutes at the straight time rate under the following conditions:
  - a. The vehicle is ready at the headquarters at the starting time of the tour of duty and returned to its storage location after the tour of duty.
  - b. Necessary paperwork associated with driving the vehicle is timely and properly filled out.
  - c. Routine maintenance and inspection is performed on a daily basis (oil, gas, water, etc.).
  - d. a, b, and c above are performed outside the driver's tour of duty.

When the foregoing work is not performed outside the tour of duty, the 30 minute payment will not be made.

J. Dodd  
Page 2

If the foregoing is agreeable please sign where indicated, returning one copy of the signed agreement to me for implementation.

Very truly yours,

/s/ L. C. Hriczak

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

/s/ Jed Dodd

Jed Dodd  
General Chairman

6-14-88

Date

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Southern District Letter Agreements -  
Operation of Highway Platform Inspection Trucks Agreement dated May 12, 1976

AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

Effective May 19, 1976, it is agreed: Drivers of rail-highway platform inspection trucks must be Class A qualified linemen. They must be qualified on the operation of the truck, the Rules for Conducting Transportation, and the physical characteristics of the electrified territory within their seniority district. They will operate the truck and perform such other duties as may be assigned by the foreman of the gang. The operator of the truck will be paid a differential of 12 cents per hour over and above the hourly rate of a Class A qualified lineman. They will be allowed thirty minutes at punitive rate each day over and above the normal time worked by the gang to encompass the securing, servicing and parking of the truck outside the hours worked by the balance of the gang.

This Agreement signed at Philadelphia, Pennsylvania on May 12 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 EMPLOYES:

NATIONAL RAILROAD PASSENGER  
CORPORATION:

/s/ R. N. Mogle

R. N. Mogle  
General Chairman  
Pennsylvania Federation

s/ S. H. Heltzinger

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

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

SUPPLEMENTAL AGREEMENT

Effective 12:01 A.M., May 19, 1976, it is agreed:

- I. Emergency overtime work in the Electric Traction Department of the Southern District: The senior available qualified employee who can report to his headquarters within a reasonable time, not to exceed forty-five (45) minutes, will be given preference for emergency overtime work, including calls, in his working zone, regardless of the tour on which employed.
- II. Predetermined overtime work in the Electric Traction Department of the Southern District:
  - a. Predetermined overtime work shall be confined to senior available qualified employees on the tour on which the overtime work occurs, except that overtime work starting two hours and forty minutes, or less, in advance of the regular starting time of a tour, shall accrue to employees on that tour.
  - b. Employees holding regular Protection jobs shall be excepted from the above paragraph except in cases where additional forces are required.
  - c. For predetermined overtime work requiring more employees than normally employed on that tour, the senior available qualified employees from the remaining tours will be used to augment that force.
- III. This Agreement may be changed by agreement between the Director Labor Relations and the General Chairman following written notice of such intent by either party to the other.

This agreement signed at Philadelphia, Pennsylvania on May 12<sup>th</sup>, 1976, will become effective 5-19-76 and will remain in effect until modified or changed in accordance with the provision of the Railway Labor Act, as amended.

FOR

THE BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES:

/s/ R. N. Mogle/s/

R. N. Mogle  
General Chairman  
Pennsylvania Federation

NATIONAL RAILROAD  
PASSENGER CORPORATION:

S. H. Heltzinger

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

**NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)**

And

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES**

**SUPPLEMENTAL AGREEMENT**

Effective 12:01 A.M., May 19, 1976, it is agreed:

When lighting is required for emergencies in Zone 1 of the Southern District, the work is to be performed by Maintenance of Way Electricians, with the following exceptions:

- 1) When additional forces are required, Electric Traction Substation Electricians will be assigned to augment the force in their working zone.
- 2) The hanging and connecting of transformers to signal lines is to be performed by Electric Traction Linemen.

This agreement signed at Philadelphia, Pennsylvania on May 12<sup>th</sup>, 1976, will become effective 5-19-76 and will remain in effect until modified or changed in accordance with the provision of the Railway Labor Act, as amended.

**FOR THE BROTHERHOOD OF MAINTENANCE NATIONAL RAILROAD  
OF WAY EMPLOYES:**

**PASSENGER CORPORATION:**

/s/ R. N. Mogle/s/

R. N. Mogle  
General Chairman  
Pennsylvania Federation

S. H. Heltzinger

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



MEMORANDUM OF AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

It is agreed:

- 1) Effective May 19, 1976, one B&B Electric Arc Welder (Structural) employee will be assigned to position of Electric Arc Welder (Structural), in connection with Electric Traction welding assignment, being Headquartered at Penn Coach Yard Electric Traction Line Headquarters. Tour of duty 8:00 A.M. until 4:00 P.M. Monday thru Friday except Saturday, Sunday and Holidays.
- 2) It is further agreed that assigned B&B Electric Arc Welder (Structural) will perform welding duties to which assigned, will retain his B&B Department Seniority, and will return to the B&B Department when assignment referred to herein is terminated.
- 3) This agreement will supercede any agreement, arrangement, or practice now in effect, and may be changed by agreement between the Director Labor Relations and Personnel and the General Chairman, following written notice of such intent by either party on the other.

This agreement signed at Philadelphia, Pennsylvania on May 12<sup>th</sup>, 1976, will become effective 5-19-76 and will remain in effect until modified or changed in accordance with the provision of the Railway Labor Act, as amended.

FOR THE BROTHERHOOD OF MAINTENANCE NATIONAL RAILROAD  
OF WAY EMPLOYES:

PASSENGER CORPORATION:

/s/ R. N. Mogle/s/

R. N. Mogle  
General Chairman  
Pennsylvania Federation

S. H. Heltzinger

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

MEMORANDUM OF AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

It is agreed:

- 1) Effective January 14, 1977, one B&B Electric Arc Welder (Structural) employee will be assigned to position of Electric Arc Welder (Structural), in connection with Electric Traction welding assignment, being Headquartered at Perryville Electric Traction Headquarters. Tour of duty 8:00 A.M. until 4:00 P.M. Monday thru Friday except Saturday, Sunday and Holidays.
- 2) It is further agreed that assigned B&B Electric Arc Welder (Structural) will perform welding duties to which assigned, will retain his B&B Department Seniority, and will return to the B&B Department when assignment referred to herein is terminated.
- 3) This agreement will supercede any agreement, arrangement, or practice now in effect, and may be changed by agreement between the Director Labor Relations and Personnel and the General Chairman, following written notice of such intent by either party on the other.

This agreement signed at Philadelphia, Pennsylvania will become effective January 14, 1977, and will remain in effect until modified or changed in accordance with the provision of the Railway Labor Act, as amended.

FOR THE BROTHERHOOD OF MAINTENANCE NATIONAL RAILROAD  
OF WAY EMPLOYES:

PASSENGER CORPORATION:

/s/ W. E. LaRue  
W. E. LaRues  
General Chairman  
Pennsylvania Federation

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

MEMORANDUM OF AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

It is agreed:

- 1) Effective December 12, 1977, one B&B Electric Arc Welder (Structural) employee will be assigned to position of Electric Arc Welder (Structural), in connection with Electric Traction welding assignment, being Headquartered at Lancaster Electric Traction Headquarters. Tour of duty 8:00 A.M. until 4:00 P.M. Monday thru Friday except Saturday, Sunday and Holidays.
- 2) It is further agreed that assigned B&B Electric Arc Welder (Structural) will perform welding duties to which assigned, will retain his B&B Department Seniority, and will return to the B&B Department when assignment referred to herein is terminated.
- 3) This agreement will supercede any agreement, arrangement, or practice now in effect, and may be changed by agreement between the Director Labor Relations and the General Chairman, following thirty (30) days written notice of such intent by either party on the other.

FOR THE BROTHERHOOD OF MAINTENANCE NATIONAL RAILROAD  
OF WAY EMPLOYES:

PASSENGER CORPORATION:

/s/ W. E. LaRue  
W. E. LaRues  
General Chairman  
Pennsylvania Federation

/s/ S. H. Heltzinger  
S. H. Heltzinger  
Director Labor Relations

MEMORANDUM OF AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

It is agreed:

- 1) Effective May 9, 1979, one B&B Electric Arc Welder (Structural) employee will be assigned to position of Electric Arc Welder (Structural), in connection with Electric Traction welding assignment, being Headquartered at Morrisville, PA Electric Traction Headquarters. Tour of duty 8:00 A.M. until 4:00 P.M. Monday thru Friday except Saturday, Sunday and Holidays.
- 2) It is further agreed that assigned B&B Electric Arc Welder (Structural) will perform welding duties to which assigned, will retain his B&B Department Seniority, and will return to the B&B Department when assignment referred to herein is terminated.
- 3) This agreement will supercede any agreement, arrangement, or practice now in effect, and may be changed by agreement between the Director Labor Relations and the General Chairman, following thirty (30) days written notice of such intent by either party on the other.

FOR THE BROTHERHOOD OF MAINTENANCE NATIONAL RAILROAD  
OF WAY EMPLOYES:

PASSENGER CORPORATION:

/s/ W. E. LaRue  
W. E. LaRue, General Chairman  
Pennsylvania Federation

/s/ S. H. Heltzinger  
S. H. Heltzinger  
Director-Labor Relations

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Southern District Letter Agreements -  
B&B Welder Transfer to Wilmington Electric Traction Welding Assignment dated June 1, 1981

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

It is agreed:

- 1) Effective June 1, 1981, one B&B Electric Arc Welder (Structural) employee will be assigned to position of Electric Arc Welder (Structural), in connection with Electric Traction welding assignment, being Headquartered at Wilmington, De., Electric Traction Headquarters. Tour of duty 8:00 A.M. until 4:00 P.M. Monday thru Friday except Saturday, Sunday and Holidays.
- 2) It is further agreed that assigned B&B Electric Arc Welder (Structural) will perform welding duties to which assigned, will retain his B&B Department Seniority, and will return to the B&B Department when assignment referred to herein is terminated.
- 3) This agreement will supercede any agreement, arrangement, or practice now in effect, and may be changed by agreement between the Director Labor Relations and the General Chairman, following thirty (30) days written notice of such intent by either party on the other.

FOR THE BROTHERHOOD OF MAINTENANCE NATIONAL RAILROAD  
OF WAY EMPLOYES:

PASSENGER CORPORATION:

/s/ F. J. Lecce 6/12/81

F. J. Lecce, General Chairman

/s/ S. H. Heltzinger

S. H. Heltzinger

Director-Labor Relations

AGREEMENT

By and Between

THE NATIONAL RAILROAD PASSENGER CORPORATION

and

THE AMERICAN TRAIN DISPATCHERS ASSOCIATION

and

THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

WHEREAS: Pursuant to the provisions of the Regional Rail Reorganization Act, as amended and implementing agreements reached between the parties, certain Conrail employees transferred to the National Railroad Passenger Corporation hereinafter referred to as Amtrak, and,

WHEREAS: The parties are agreeable to the following; now therefore,

Effective May 19, 1976, employees who heretofore, or who may hereinafter, accept positions of Power Director or Load Dispatcher and establish seniority in accordance with agreements previously in effect between the American Train Dispatchers Association, hereinafter referred to as ATDA, and Conrail and presently in effect between the ATDA and Amtrak, Northeast Corridor, and who prior to the transfer to Amtrak were employed and held seniority rights on positions in the Electric Traction Department of Conrail in accordance with the Agreement previously in effect between Conrail and the Brotherhood of Maintenance of Way Employees, hereinafter referred to as BMWE, shall retain and accumulate seniority in the Electric Traction Department.

Such seniority may be exercised only in the event their seniority, physical disability or removal for cause no longer permits the employee to retain a regular position as Power Director or Load Dispatcher in accordance with the provisions of Rule 12 (Attachment "A") of the Agreement, effective May 19, 1976, between Amtrak, Northeast Corridor, and the BMWE. Notice required therein will be provided by Amtrak to the concerned General Chairman.

When new positions are created or vacancies occur in the position of Load Dispatcher and Power Director, they shall be bulletined to employees holding Power Director and Load Dispatcher positions now covered by the Agreement effective September 1, 1976, between Amtrak, Northeast Corridor, and the ATDA; and in addition, to the employees in the Electric Traction Department.

**Tri-Party Power Director & Load Dispatcher Agreement effective February 9, 1978, as amended April 1, 1980**

In filling advertised positions of Power Director and Load Dispatcher, preference shall be given to employees holding seniority in that class. When no bids are received from qualified employees holding seniority under the above-mentioned Agreement effective September 1, 1976, the positions will be filled from applications received from employees in the Electric Traction Department with the understanding that Amtrak shall have the right to establish their qualifications before being assigned to any position or vacancy and shall select the senior qualified applicant.

Nothing in this Agreement shall prohibit Amtrak from accepting an application for the position of Power Director or Load Dispatcher from other Amtrak employees in the event there are no qualified applications from the aforementioned parties.

Rule 2-B-1(e) of Part II (Attachment "B") of the Agreement effective September 1, 1976, between Amtrak and the ATDA is changed to include the following provisions which are applicable to temporary vacancies.

When it is known sufficiently in advance that a temporary vacancy will occur of five (5) days or more duration, the information will be posted in that office on the 25<sup>th</sup> day of the preceding month in which the vacancy occurs provided, however, that nothing shall require that such placement be made effective on a day or days that would entail additional expense to Amtrak through payment of the time-and-one-half rate.

An employee working on a position covered by the provisions of Rule 2-B-1(e) of the Agreement effective September 1, 1976, between Amtrak and the ATDA will relinquish his rights to work on his regular advertised position in the Electric Traction Department for that calendar day. (The intent of this paragraph is that the extra employee will neither gain nor lose a day's pay in any regular work week.)

It is agreed that when Amtrak canvasses for the position of Power Director or Load Dispatcher, preference will be given to employees in the Electric Traction Department. It is further agreed that during the period of Power Director or Load Dispatcher training, the Electric Traction Department employee will be considered to have been placed on a temporary position in accordance with the Agreement effective September 1, 1976, between Amtrak and the ATDA and will relinquish all rights to work in the Electric Traction Department for the period of training.

An employee of the Electric Traction Department selected for training as a Power Director or Load Dispatcher prior to completion of their twenty (20) working days in training may voluntarily relinquish their training status and return to his former position in the Electric Traction Department. An employee who voluntarily relinquishes his training status after completing more than twenty (20) working days of training will not be permitted to return to the Electric traction Department for a period of ten (10) working days.

It is recognized by the parties to this Agreement that Amtrak has the right to assign and employee, other than an employee holding seniority in the Electric Traction Department, to a position of Power Director or Load Dispatcher if such an employee is in training for promotion to management or is disabled. In either event, Amtrak will advise the General Chairman of both Organizations of the reason for such placement.

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**Southern District Letter Agreements -  
Tri-Party Power Director & Load Dispatcher Agreement effective February 9, 1978, as amended April 1, 1980**

This Agreement shall become effective this 9<sup>th</sup> day of February 1978, and shall remain in full force and effect until changed or terminated as provided in the Railway Labor Act, as amended.

BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES

NATIONAL RAILROAD PASSENGER  
CORPORATION-NORTHEAST  
CORRIDOR

/S/ W. E. LaRue  
General Chairman

/s/ S. H. Heltzinger  
Director, Labor Relations-NEC

AMERICAN TRAIN DISPATCHERS  
ASSOCIATION

/S/ William A. Clifford  
General Chairman

Attachments



ATTACHMENT "A" - BMWE RULE 12, (AMENDED JANUARY 22, 1987  
& FEBRUARY 6, 1990)

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) 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.

ATTACHMENT "B" - ATDA RULE 2-B-1

- (e) Positions and vacancies while under advertisement, pending award and assignment, will be temporarily assigned to the senior applicant who makes written request therefor within three (3) days from the date the bulletin is posted.

Temporary positions or vacancies known to be more than four (4) days and less than thirty (3) days' duration will be assigned to the senior qualified applicant who makes written request therefor. When it is known sufficiently in advance that such a temporary position is to be established or that such a temporary vacancy will occur, the application, in triplicate, must be made not more than six (6) nor less than three (3) days prior to the date that the establishment of the position takes effect or the vacancy begins; when not known sufficiently in advance to permit the foregoing procedure to be followed the application, in triplicate, must be made within three (3) days after establishment of the position or the occurrence of the vacancy. Written requests to be in triplicate must be personally signed by the applicant. One (1) receipted copy shall be returned to the applicant and one (1) receipted copy shall be furnished the Office Chairman.

The senior applicant will be placed on the temporary assignment on the first day following the determination by the proper officer that he is the applicant entitled to such assignment; provided, however, that nothing in this Rule (2-B-1) shall require that such placement be made effective on a day or days that would entail additional expense to the Corporation through payment of the time and one-half rate.

In the event such temporary position or vacancy continues in existence after the expiration of thirty (30) days, it will be bulletined as provided in Rule 2-B-1(a).

An applicant assigned to a position or vacancy under the provisions of this Paragraph (e) of Rule 2-B-1, will take the working days and rest days of the new assignment beginning with the first day he is placed on such assignment; the provisions of Rule 4-C-1(a) with respect to the payment of the time and one-half rate of pay shall then apply only to service performed on the rest days of the new assignment. If, immediately prior to returning to his former assignment, returning to the extra list, or moving to another temporary assignment under the provisions of this Paragraph (e), he has worked five (5) consecutive days, he must take two (2) days off before commencing work on the former assignment or new temporary assignment, or performing extra work. When an extra employee returns to the extra list from a temporary position or vacancy, acquired under the provisions of this Paragraph (e), he shall not be entitled to payment of the time and one-half rate for working in excess of five (5) consecutive days by combining days worked on the temporary vacancy immediately prior to returning to extra list with service performed from the extra list.

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**Southern District Letter Agreements -  
Tri-Party Power Director & Load Dispatcher Agreement effective February 9, 1978, as amended April 1, 1980**

In the event the employee holding such temporary assignment is absent on any working day, or days, of the assignment, such absence will not be considered a break in the continuity of the assignment.

Employees requesting temporary assignments, under this Paragraph (e) of Rule 2-B-1, will do so without additional expense to the Corporation.

Tri-Party Power Director & Load Dispatcher Agreement effective February 9, 1978, as amended April 1, 1980

April 1, 1980

Mr. W. E. LaRue, General Chairman  
Brotherhood of Maintenance of Way Employees  
Southern District  
606 Land Title Building  
Broad and Chestnut Streets  
Philadelphia, PA 19110

Dear Sir:

This will confirm our discussion and understanding in connection with the Tri-Party Agreement by and between the National Railroad Passenger Corporation (Amtrak), the Brotherhood of Maintenance of Way Employees and the American Train Dispatchers Association, effective February 9, 1978.

It is understood and agreed that effective April 1, 1980, an employee of the Electric Traction Department working on a position governed by the provisions of the Agreement effective September 1, 1976, between the National Railroad Passenger Corporation (Amtrak), and the American Train Dispatchers Association, will relinquish his rights to work in the Electric Traction Department on that calendar day and will be placed at the bottom of the list of employees to call in seniority order to perform work on the rest days of this regular assignment or to perform extra work in the Electric Traction Department on that calendar day.

If the foregoing correctly sets forth our understanding, please signify your concurrence by signing in the space provided below, returning the original to this office and retaining the copy for your file.

Very truly yours,

/s/ S. H. Heltzinger

S. H. Heltzinger  
Director-Labor Relations

I CONCUR:

/s/ William E. LaRue

W. E. LaRue, General Chairman

April 6, 1980

Date

AGREEMENT

IN ACCORDANCE WITH THE PROVISIONS OF RULE 15 OF THE AGREEMENT EFFECTIVE MAY 19, 1976, BETWEEN THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) NORTHEAST CORRIDOR AND THE PENNSYLVANIA FEDERATION OF THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES CLASSIFIED THEREIN, AND WITH THE APPROVAL OF THE INTERESTED PARTIES SIGNATORY TO SAID AGREEMENT....

IT IS AGREED:

(January 17, 1985 Agreement)

1. Working zones on the Baltimore division for Electric Traction Department under Supervisor Electric Traction, Baltimore, Maryland.

Foreman-Catenary, Foreman-Substations, Gang Foreman-Catenary, Gang Foreman-Substations, Gang Foreman-M.W. Electricians, Linemen, Substation Electricians, and M.W. Electricians, Odenton, Md.

Main Line Northbound Home Signal Winans MP 103.3 to Washington Terminal and Capitol Substation.

Foreman-Catenary, Foreman-Substations, Gang Foreman-Catenary, Gang Foreman-Substations, Gang Foreman-M.W. Electricians, Linemen, Substation Electricians, and M.W. Electricians, Baltimore, Md.

Main Line Gunpow River Bridge MP 79.0 to Northbound Home Signal Winans MP 103.3

Foreman, M.W.Electricians, Baltimore, Md.

Ragan MP 29.3 to Washington Terminal and Capitol Substation, including the Bear Maintenance of Way Equipment Repair Facility

Foreman-Catenary, Foreman-Substations, Gang Foreman-Catenary, Gang Foreman-Substations, Gang Foreman-M.W. Electricians, Linemen, Substation Electricians, and M.W. Electricians, Perryville, Md.

Main Line Southbound Home Signal Ragan MP 29.3 to Gunpow River Bridge MP 79.0 including Port Road Branch to Cres MP 38.2 and the Bear Maintenance of Way Equipment Repair Facility

2. Working zones on the Philadelphia and Harrisburg Divisions for Electric Traction Department under Supervisor Electric Traction, Philadelphia, Pa.

page 2 Agreement

Foremen-Substations, Gang Foremen-Substations, and Electricians, Philadelphia, Pa.

Main Line Holmes MP 76 to East end of Paoli Interlocking MP 18.9 to Darby Creek MP 6.3 including all electrified branch lines in this area

Foremen, Gang Foremen, and Linemen, Penn Coach Yard, Philadelphia, Pa.

Main Line Holmes MP 76 to Green Tree MP 21.3 to Darby Creek MP 6.3 including electrified branch lines in this area

Gang Foremen and Electricians, Downingtown, Pa.

Main Line East End of Paoli Interlocking MP 18.9 to West of Kinzer MP 55; Enola Branch: West of Providence Sub MP 19 to Park MP 0; Philadelphia & Thorndale Branch: Dale MP 0 to Thorn MP 10.4; Morrisville Branch: Glen MP 0 to M.A. MP 4.7 (excluding Sub 63 and Ernest Switching Station)

(May 15, 1979 Agreement)

Line Foremen, Gang Foremen and Linemen, Downingtown, Pa.

Main Line Green Tree MP 21.3 to MP 66.35 (Conestoga Creek); Enola Branch to and including Smith MP 22.2; Morrisville Branch: M.A. MP 4.7 including all other electrified branch lines in this area

Foremen-Catenary, Foremen-Substations, Gang Foremen-Catenary, Gang Foremen-Substations, Gang Foremen-M.W. Electricians, Linemen, Substation Electricians, and M.W. Electricians, Wilmington, De.

Main Line Southbound Home Signal Ragan MP 29.3 to Darby Creek MP 6.3

Foremen-Substations, Harrisburg, Pa.

Main Line Harrisburg including branches to the East end of Paoli Interlocking at MP 18.9 and Morrisville Branch to M.A. MP 4.7; Enola Branch and West of MP 38.3 Cres.

Gang Foremen and Electricians, Harrisburg, Pa.

Main Line all territory West of Kinzer MP 55 and all territory West of MP 19, Enola Branch and West of MP 38.3 Cres.

page 3 Agreement

(May 15, 1979 Agreement)

Line Foremen, Gang Foremen and Linemen, Harrisburg, Pa.

Main Line all territory West of Conestoga Creek MP 66.35 and all territory West end of Smith at MP 22.2 Enola Branch and West of MP 38.3 Port Road Branch

**LANCASTER HEADQUARTERS HAS PRIORITY FOR OVERTIME ON THE OVERLAPPED TERRITORIES AS LISTED BELOW WHEN LESS THAN THREE MEN AND A GANG FOREMAN EXISTS.**

Protection Linemen, Lancaster, Pa.

MP 45 to MP 84

Enola Branch MP 1 to the West End of Shocks Bridge Columbia Branch Cork to Cola and Jeb MP 88

Electricians, Lancaster, Pa.

Main Line MP 55 to MP 84

Columbia Branch Cork to Shocks

Enola Branch MP 19 to Shocks

Gang Foremen-Catenary and Linemen, Lancaster, Pa.

West of Park at MP 45 to Rheems MP 84

Enola Branch Park MP 1 to the West End of Shocks Bridge MP 47

Columbia Branch Cork to Cola and Jeb MP 88

Gang Foremen-Substations and Electricians, Lancaster, Pa.

Main Line MP 45 to MP 84 Rheems (not to include Sub 70 Rheems)

Columbia Branch Cork to Cola

Enola Branch, Park MP 1 to Rowenna MP 44 (not to include Sub 57 Rowenna)

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Southern District Letter Agreements -  
Electric Traction Department Work Zone Agreement dated April 27, 1977, updated October 1, 1987

**NOTE: When gang of three men and gang foreman are assigned to Lancaster, the above territory will be their normal working zone. Harrisburg, Downingtown, and Paoli gangs will be relieved of this territory.**

3. Working zones on the New York Division for Electric Traction Department under Supervisor-Electric Traction, New York, NY

Electrolysis, Cable and Doble Gangs - Entire Division; Third Rail Gangs - Entire Third Rail Territory; Maintainers - Penn Station, NY

Tunnel Portal at Hackensack MP 3 to Portal East River

Foremen-Catenary, Foremen-Substations, Gang Foremen-Catenary, Gang Foremen-Substations, Linemen and Electricians, Newark, NJ.

Sunnyside Yard to West End Union Interlocking MP 20.7

**NOTE: When gangs are assigned to Sunnyside Yard, Newark territory will end at Tunnel Portal at Hackensack MP 3.**

Gang Foremen-Catenary, Gang Foremen-Substations, Linemen and Electricians, Sunnyside Yard, NY.

Tunnel Portal at Hackensack MP 3 to Sunnyside Yard, Harold Tower

Foremen-Substations, Foremen-Catenary, Gang Foremen-Catenary, Gang Foremen-Substations, Linemen and Electricians, Morrisville, Pa.

West End Union Interlocking MP 20.7 to Holmes MP 76 Main Line M.A. MP 4.7 Morrisville Branch

Employees who feel the foregoing territory designations will affect their eligibility for overtime may, within five days from the date the agreement is posted, exercise seniority to an adjacent territory.

Signed at Philadelphia, Pennsylvania, this 27<sup>th</sup> day of April, 1977.

/s/ W. E. LaRue

W. E. LaRues

General Chairman, BMWE

/s/ S. H. Heltzinger

S. H. Heltzinger

Director, Labor Relations

Updated as of October 1, 1987



MEMORANDUM OF AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And Its Employees In The

Electric Traction Department

Represented By

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Pennsylvania Federation

Recognizing certain Operational requirements in the Electric Traction Department, Seniority District 2, it is agreed:

- 1) Effective 12:01 AM, May 18, 1978, Rule 42-“Starting Time Hours - Change In”, of the Agreement between National Railroad Passenger Corporation (Amtrak) and its employees represented by Brotherhood of Maintenance of Way Employes effective May 19, 1976, is amended to permit establishment of the following Electric Traction Third Rail Gangs and Maintainers and Line Maintainers with headquarters at Amtrak Penn Station, New York (8<sup>th</sup> Avenue).

Line Department and Third Rail Maintainers with tour of duty:

Position	1	8:00 AM	to	4:00 PM
	2	4:00 PM	to	12:00 Midnight
	3	12:00 Mdn.	to	8:00 AM
	4	Relief		

WORK WEEK: Five (5) consecutive days, when possible

TOUR OF DUTY: Eight (8) hours, meal period included

REST DAYS: Two (2) consecutive, when possible

<sup>69</sup>Gang 1 - Maintenance/Construction

Gang 2 - Maintenance/Construction

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<sup>69</sup> Tour of Duty, Work Week and Rest Days amended by agreement dated March 24, 1987, between General Chairman J. Dodd and Director-Labor Relations L. C. Hriczak, to facilitate work to be performed for Long Island Railroad.

With tour of duty, work week and rest days as follows:

Gang 1

TOUR OF DUTY: 11:00 PM to 7:00 AM, meal period included

WORK WEEK: Saturday through Wednesday

REST DAYS: Thursday and Friday

Gang 2

TOUR OF DUTY: 12:01 AM to 8:01 AM, meal period included

WORK WEEK: Tuesday through Saturday

REST DAYS: Sunday and Monday

- 2) Assignments existing as of 12:01 AM, May 19, 1976, will not be advertised; force then holding advertised positions will continue as previously established.
- 3) Line Maintainers and Third Rail Maintainers will be established on a basis of three trick operation, twenty-four (24) hours per day, seven (7) days a week, including holidays.

The rate of pay for these positions will be established in accordance with Rule 65 of the Agreement effective May 19, 1976. In addition, twenty-five cents (25¢) per hour, on straight time wages only, will be paid as an incentive for night work. This incentive rate shall be considered separate and apart from the basic rate of pay and shall not be subject to general wage increases.

Except in the case of a scheduled vacation, Maintainer on his relief day or days will be subject to call to fill a vacancy, when at least two (2) hours notice is given prior to the starting time of the vacancy.

Vacation vacancies will be filled in accordance with Rule 4 of the May 19, 1976 Agreement between the National Railroad Passenger Corporation and the Brotherhood of Maintenance of Way Employees. Where no gang is assigned during the tour of these vacationing Maintainers, the provisions of Section 3(c) herein will apply.

When a notice of less than two (2) hours is given to the appropriate officer or his designated representative, the Maintainer on the previous assigned trick will be first subject to the assigned position for four (4) hours; with the Maintainer on the succeeding trick subject to the second four (4) hours, and then the Maintainer on his relief day or days.

- 4) The two Third Rail Maintenance Gangs will consist of:
  - a) One (1) Gang Foreman, one (1) Bonder, Electricians, Electrician's Helper, and/or Trainees, where such an agreement exists.
  - b) The rate of pay for these positions will be established in accordance with Rule 65 of the Agreement effective May 19, 1976. In addition, twenty-five cents (25¢) per hour, on straight time wages only,

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**Southern District Letter Agreements -  
Third Rail Gangs Agreement dated May 18, 1978, with January 13, 1982 and March 24, 1987 amendments**

will be paid as an incentive for night work. This incentive rate shall be considered separate and apart from the basic rate of pay and shall not be subject to general wage increases.

- c) Assigned positions to the night gangs will not exceed two-thirds (2/3) of the total Third Rail forces.
- d) In the event of force reductions in the Third Rail positions, night gangs in that seniority district will be abolished before all other forces are affected.
- 5) This Agreement may be terminated upon thirty (30) days' written notice by either party.

Signed at Philadelphia, PA this 18<sup>th</sup> day of May, 1978.

FOR THE BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYES

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

/s/ W. E. LaRue

W. E. LaRue, General Chairman  
Pennsylvania Federation

/s/ S. H. Heltzinger

S. H. Heltzinger, Director  
Labor Relations

Mr. Jed Dodd, General Chairman  
Pennsylvania Federation, BMWE  
1930 Chestnut Street  
Suites 607-609  
Philadelphia, PA 19103

Dear Mr. Dodd

Operational constraints on third rail construction projects funded by the Long Island Rail Road necessitate establishing a night gang with a work week of Thursday through Sunday. The tour of duty will be between 12:01 AM and 10:01 AM. The intent of the parties is that this gang will not be used for regular maintenance work.

This gang will receive the incentive payments provided in Rules 32 and 42(c) as well as an additional incentive payment of 50¢ per hour for all hours worked. Currently these incentives total \$2.10. As is the case with the pre-existing incentives, the additional incentive payment is separate and apart from the base rate of pay and shall not be subject to cost-of-living or general wage increases.

This agreement is subject to ratification and this gang will not be established until notification of such ratification is furnished to Amtrak. This agreement will end with the cessation of funding from the Long Island Rail Road for construction work in Penn Station. However, a temporary break in such funding will not result in termination of this agreement.

The following positions in this gang were advertised on E.T. Bulletin #025-93:

NYFTRN-600	NYGFTRN-605	NYTRN-610
NYTRN-611	NYTRN-612	NYTRN-613
NYTRN-614	NYTRN-615	NYTREB-630
NYTREB-631		

These positions will be compensated as provided above. Applications for these positions will be accepted until July 14, 1993. However, as noted above, position awards will not be made until after notification of the ratification of this agreement.

Both parties recognize the unique circumstances which led to this agreement and concur that this agreement shall not be presented as a precedent or pattern in future or current situations where work days of Saturday and Sunday are involved.

J. Dodd  
Page 2

Third Rail Construction Gang, New York  
July 1, 1993

If you are agreeable to the foregoing, please indicate your concurrence by signing in the space provided below, and return one signed copy to me.

Very truly yours,

/s/ J. M. Fagnani

J. M. Fagnani  
Director-Labor Relations

I CONCUR:

/s/ Jed Dodd

J. Dodd, General Chairman

7/13/93

Date

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**Southern District Letter Agreements -  
Letter of Understanding - Fabrication and Erection of Metal Poles  
Incident to Electrification of Structures, dated January 22, 1980**

January 22, 1980

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

Dear Sir:

This is in reference to our letter dated November 2, 1979, relative to the fabrication and erection of metal poles incident to electrification of structures in electric traction territory.

During our discussion at meeting held January 21, 1980, it was agreed that the division of work between ET forces and B&B forces in the Southern District will be as follows:

1. New "can" type foundations by ET forces.
2. New "gravity" type foundations requiring piling and/or wooden form work by B&B forces.
3. Erection of poles and securing to the foundation by ET forces.
4. All attachments or alterations to the pole by ET forces.
5. "A" frame signal bridges, with signals, by B&B forces.
6. Transmission line masts (only) on "A" frame signal bridges, with signals, by ET forces.
7. "A" frame bridges without signals supporting electrification wires by ET forces.
8. Painting and maintenance of the above structures by the forces responsible for erection.

This understanding is effective January 22, 1980, and supercedes any agreement or understanding to the contrary.

Thank you for your cooperation in this matter.

Very truly yours,

/s/ S. H. Heltzinger

S. H. Heltzinger  
Director-Labor Relations

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**Southern District Letter Agreements -  
Electric Traction Department Training Agreement dated September 26, 1980,  
with August 19, 1981 and December 9, 1997 amendments**

**MEMORANDUM OF AGREEMENT**

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

and

THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

Effective 12:01 AM, October 1, 1980, it is agreed:

- I. The Carrier will establish a training program for Electric Traction electricians and linemen.

It is the Carrier's obligation to solicit and accept applications from employees holding seniority in classes of service covered by the Maintenance of Way Agreement for Electric Traction Training Programs in accordance with Rule 3 of the current Maintenance of Way Agreement. From submitted applications the selection of trainees shall be made by the Amtrak Personnel Department and the Division Supervisor of Electric Traction. In the selection of applicants, qualifications and aptitude being sufficient, earliest date of entry into the Maintenance of Way Department service shall govern.

The Joint General Advisory Committee will promptly review any complaints received from individual employees who applied for selection as an Electric Traction Trainee but were not selected. If they are not able to dispose of such complaints, the complaints may be referred to the Director-Labor Relations and the General Chairman, Brotherhood of Maintenance of Way Employes for final disposition. In no event shall such complaints be considered, handled or recognized as a grievance or penalty claim against the Carrier unless such complaints are presented, in writing, within fifteen (15) days from the date the notice of selection is posted. Nothing in this Agreement shall prevent, upon request of the General Chairman, or his designated representative, review of applicants, qualification tests or performance sheets.

If the Carrier is unable to secure enough qualified applicants for the Electric Traction Trainee Program, nothing in the Agreement shall prohibit management from employing qualified applicants, who have graduated from an accredited high school or equivalent and/or a vocational school whose curriculum pertains to the apprentice position. Such new hired employees will be assigned as Electric Traction Trainees as had they been selected to attend the established Trainee Program.

The selection and training of employees under this program shall be without discrimination because of race, color, creed, national origin or sex.

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**Southern District Letter Agreements -  
Electric Traction Department Training Agreement dated September 26, 1980,  
with August 19, 1981 and December 9, 1997 amendments**

- II. a) Before the start of training, a fifteen (15) days' notice will be given to all employees holding seniority in classes of service covered by the Maintenance of Way Agreement.

Electric Traction Helpers holding advertised positions will be afforded an opportunity to become Electric Traction Trainees. Acceptance will not affect their seniority and they will retain their Helper rate or other rate of pay until such rate of this Agreement becomes greater.

An Electric traction Helper who does not choose to enter the training program within the prescribed period will retain Helper's seniority and rate of pay, but will have no further opportunity to enter the training program unless by agreement between the Deputy Chief Engineer and the General Chairman. On making application for a qualified Electric Traction position, he will be tested on the basis of a Trainee who has successfully completed the training program before being awarded a qualified position.

- III. (a) A course of instruction will be established for Electric Traction Trainees, including home and school study courses, in accordance with the program established by the Joint General Advisory Committee, in conjunction with the Director-Labor Relations and General Chairman, Brotherhood of Maintenance of Way Employees. Any disputes will be referred to the Director-Labor Relations and the General Chairman, Brotherhood of Maintenance of Way Employees for final disposition.
- (b) Trainees will be required to maintain passing grades. A trainee failing to do so will be given a three month extension to repeat that segment.
- (1) If a second failure occurs and the Trainee is a new hire, Trainee will be dropped from the Company's service unless satisfactory reason is given.
- (2) If a second failure occurs and the Trainee is an employee who transferred to the Electric Traction Department, he will be dropped from the training program. He will then return to his former craft or class, unless satisfactory reason is given.
- (c) Trainees will perform any work done by a qualified Mechanic or such other work as is assigned in connection with his training, but:
- (1) Trainees will not work in lieu of a qualified mechanic when qualified mechanics are available on their advertised territory, established in accordance with the Agreement dated April 27, 1977.
- (2) Trainees will be assigned overtime work in accordance with their seniority in their respective working territories.
- (3) The Carrier will supply tools as described in Addendum "A" to perform duties required at such time as Trainee has completed the prescribed program.
- (4) Trainees will not be permitted to transfer to another training program or class of work unless approved by the Joint General Advisory Committee.



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**Southern District Letter Agreements -  
Electric Traction Department Training Agreement dated September 26, 1980,  
with August 19, 1981 and December 9, 1997 amendments**

- (5) a. The seniority of Trainees will be considered as the date entered the training program in order of their date of Maintenance of Way service. New employees shall be placed on the seniority list of Trainees in employment date order effective as of the date each new session begins.
- b. In the event of force reduction, Trainee positions will be abolished prior to employees holding advertise positions and in accordance with their established seniority as Trainees in the training program, and will be governed by Rule 18.
- c. The seniority date of each Trainee will be established on the seniority roster upon completion of their training program in order of their seniority and awarded position on that date.

IV. (a) The training program will be of twenty-four (24) months duration.

- (b) The Carrier will designate the location and date of the training sessions and the officer of the Carrier to whom the individual employee will report. Trainees will be required to report to the designated Carrier officer on dates as designated in the prescribed training program. Daily assignment will not necessarily be uniform but will be subject to the discretion of the Carrier. However, in no event will Trainees be required to attend classes or be assigned in excess of forty (40) hours per week on any other position during prescribed hours of this program.
- (c) In the event that the training necessitates Trainees to report to the field, or vice versa, for training where necessary, the Carrier will provide transportation.
- (d) Instances of a hardship on the employee due to unforeseen situations, time lost in the assignment of training will be made up prior to the end of each segment, or the Trainee will be considered to have failed as described in Section III(b). Hardship cases must be written to the Instructor and Joint General Advisory Committee within fifteen (15) days after the hardship.

V. Pay of the Electric Traction Trainee will be as follows:<sup>70</sup>

Starting Rate for Trainees	90 % of full Lineman Rate
6 Months	92.5% of full Lineman Rate
12 Months	95 % of full Lineman Rate
18 Months	97.5% of full Lineman Rate
24 Months	100 % of full Lineman Rate

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<sup>70</sup> Amended effective December 9, 1997

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**Southern District Letter Agreements -  
Electric Traction Department Training Agreement dated September 26, 1980,  
with August 19, 1981 and December 9, 1997 amendments**

Trainees will receive eight (8) hours pay per day attending class. Those Trainees who are required to travel in excess of two hours in each direction to attend class will be paid one (1) additional hour at the applicable straight time rate.

VI. There will be established a Joint General Advisory Committee for the purpose of reviewing performance, reports, tests, progress of the training program and handling of disputes arising from the application of the training program.

Any disputes or complaints that have not been resolved by the Joint General Advisory Committee shall be referred to the Director-Labor Relations and the General Chairman, Brotherhood of Maintenance of Way Employes, for final disposition.

VII. It is understood that any Electric Traction Trainee shall have the right to accelerate through the completion of the training program after having satisfactorily completed the first six-month or twelve-month segment of the training program. However, the Trainee will be required to complete the entire training program consisting of 24 months should he not satisfactorily complete the requirements of the 18-month Performance Exam and the 24-month Performance Exam by the 13<sup>th</sup> month.<sup>71</sup>

VIII. The intent of this Agreement is to provide qualified employees in Electric Traction. In the event a program is developed which will provide employees in less time than provided for in Paragraph IV, the parties agree to meet for the purpose of changing the provisions of the Agreement to allow for the accelerated program.

This Agreement signed in Philadelphia, Pennsylvania, on September 26, 1980, will become effective October 1, 1980, 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 EMPLOYES

FOR THE  
NATIONAL RAILROAD PASSENGER  
CORPORATION (AMTRAK)

/S/ Francis J. Lecce  
Francis J. Lecce  
General Chairman

/s/ S. H. Heltzinger  
S. H. Heltzinger  
Director-Labor Relations

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71 Amended by agreement between General Chairman F. J. Lecce and Assistant Vice President-Labor Relations G. R. Weaver, Jr., dated August 19, 1981, as attached.

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Southern District Letter Agreements -  
Electric Traction Department Training Agreement dated September 26, 1980,  
with August 19, 1981 and December 9, 1997 amendments

August 19, 1981

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

Dear Sir:

This will confirm our discussion in conference on July 28, 1981, at which time it was agreed between the parties to revise Paragraph VII of the E.T. Training Agreement dated October 1, 1980 to read as follows:

“VII. It is understood that all Electric Traction Trainees, with a minimum of twelve (12) months of accredited continuous E.T. service, shall have the right to accelerate through the completion of the twenty four (24) month training program, after having satisfactorily completed the six (6) month and twelve (12) month segments of the E.T. Training Program.”

The foregoing shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

If the above accurately sets forth our understanding regarding this procedure, please indicate your concurrence by signing in the space provided below, returning the original to me, and retaining a copy for your files.

Very truly yours,  
/s/ G. R. Weaver, Jr.  
G. R. Weaver, Jr.  
Assistant Vice President  
Labor Relations

I CONCUR:

F. J. Lecce  
F. J. Lecce, General Chairman

8/21/81

ADDENDUM "A"

TOOLS THAT ARE SUPPLIED TO NEW EMPLOYEES:

LINEMEN:

Body Belt  
Safety Strap  
Bolt and Nut Pouch  
3-Part Holster for Pliers - Rule - Screwdriver  
9" Lineman Side Cutter Pliers  
6' Folding Rule  
10" Screwdriver  
6" Chisel  
12" Adjustable Wrench  
36 oz. Hammer  
Ratchet Wrench - 1/2" Drive  
Sockets - 1/2" Drive - 3/4" - 13/16" - 7/8" - 1" - 1-1/8"  
12" Locking Pliers  
Canvas Tool Bag

ELECTRICIANS:

6" Long Nose Pliers  
6" Diagonal Pliers  
6' Folding Rule  
6" Adjustable Wrench  
16 oz. Ball Peen Hammer  
Flashlight (Continuity Tester)  
Voltage Tester  
6" Screwdriver  
8" Screwdriver  
6" Chisel Tongue and Groove  
12" Pliers  
Fuse Puller  
Nut Wrench - 3/8" - 7/16" - 1/2"

MEMORANDUM OF AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And Its Employees

In The Electric Traction Department

Represented By

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Pennsylvania Federation

Recognizing certain operation requirements relating to the New York Tunnel Rehabilitation Project, and due to operational necessity, it is necessary to modify the standard work week of the day shift third rail gang under the provisions of Rule 32 of the Scheduled Agreement effective with the close of the tour of duty Friday, January 15, 1982.

1. The normal work week of the day shift third rail gang shall be 8:00 AM to 4:00 PM, Sunday through Thursday, with Friday and Saturday rest days. The day shift gang so established will initially include one (1) Gang Foreman, one (1) Bonder and six (6) Third Rail Electricians.
2. The normal work week of the Foreman and the two (2) Meggermen in the current day shift gang shall remain the same as in effect January 14, 1982 (8:00 AM to 4:00 PM, Rest days Saturday and Sunday).
3. The employees directly affected by this work week change will be allowed to exercise a displacement right which must be effective before January 15, 1982. Those Third Rail employees who are unable to exercise a displacement right will be assigned as a permanent incumbent on available vacant positions in this Gang or the night Third Rail Gang.
4. This Agreement shall remain in effect until any of the below listed occur:
  - a. The total number of positions in the Third Rail Night Gang is reduced below the total number of such positions on January 14, 1982.
  - b. The New York Tunnel Rehabilitation Project is completed. However, a temporary break in this project will not result in the termination of this Agreement.
  - c. The Agreement is changed or modified in accordance with the provisions of the Railway Labor Act, as modified.

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**Southern District Letter Agreements -  
Third Rail Gang Work Week Agreement dated January 13, 1982**

If the above properly reflects our understandings, please so indicate by signing in the space provided below and return one copy for our records.

/s/ F. J. Lecce 1-13-82

F. J. Lecce  
General Chairman

/s/ G. R. Weaver, Jr.

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

MEMORANDUM OF AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And Its Employees

Represented By

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

PENNSYLVANIA FEDERATION

It is agreed between the parties signatory hereto that the Carrier may establish a Third Rail Night Gang to work in the North and South Tunnels in New York, NY performing installation and repair work to the Third Rail.

The Gang will consist of eight (8) Third Rail Electricians, one (1) Third Rail Gang Foreman and one (1) Third Rail Foreman.<sup>72</sup> The tour of duty of this gang will be 10:00 P.M. to 6:00 A.M. with rest days of Wednesday and Thursday.

Each employee assigned to a position with this Gang shall be paid an incentive allowance of 25 cents per hour for any straight time hours worked. This 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.

This agreement will remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Philadelphia, PA this 10<sup>th</sup> day of December, 1982.

FOR:  
BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES

/s/ F. J. Lecce 12-10-82  
F. J. Lecce  
General Chairman

FOR:  
NATIONAL RAILROAD PASSENGER  
CORPORATION (AMTRAK)

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

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<sup>72</sup> Third Rail Foreman position added by Agreement between General Chairman F. J. Lecce and Assistant Vice President Labor Relations G. R. Weaver, Jr. dated December 15, 1982.

AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

PENNSYLVANIA FEDERATION

It is agreed:

- A. The classification of Electronic Technician shall be included in the Scope of the Agreement dated May 19, 1976, as amended, in effect in the Northeast Corridor between the National Railroad Passenger Corporation (Amtrak) and the Brotherhood of Maintenance of Way Employees.
- B. The Work Classification Rule of the aforesaid Agreement is hereby amended to include therein the following:  
  
“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 the protection of Electric Traction facilities.”
- C. A rate of pay of \$13.28 per hour (in effect January 1, 1983) is hereby established for positions in the classification of Electronic Technician, subject to subsequent increases obtained through the recognized collective bargaining process.
- D. Applicants for positions of Electronic Technician must be knowledgeable in electronic theory and must possess the requisite capabilities of successfully completing a training course. They will be given written tests and on the basis of such tests, as well as past work experience and individual qualifications, determination will be made by the Company as to whether applicants are qualified for training.
- E. Successful applicants will be compensated at the rate of the last position held or the appropriate entry rate if newly hired for the position for the duration of the training period.
  1. Applicants sent to non-Company schools for training will be furnished meals and lodging while they are so assigned and, in addition, they will be allowed \$10.00 per day for other expenses, as well as transportation to and from school.
  2. In the event applicants receive Company training (including schooling) at other than their headquarters city, they will be allowed meals, lodging and travel expense as provided below.
    - a. One (1) round trip per week from home to location where Company training is provided, by whatever means traveled. Public transportation to be arranged and paid for by the Company. Reimbursement at the prevailing mileage rate for use of private automobile.
    - b. Company will arrange and pay for lodging at an accredited hotel.



- c. Employee will pay, but be reimbursed, for actual meal expense.
  - d. Employees who receive Company training (including schooling) at their headquarters city and other employees who return home daily will be allowed one (1) round trip mileage expense per week, in addition to being reimbursed for each noon day meal expense.
- F. At the completion of the initial training period, applicants will be evaluated to determine their fitness and ability for positions of Electronic Technicians. Applicants who are found to possess the requisite fitness and ability will be deemed qualified as Electronic Technicians and shall begin their seniority in that class on the day they are awarded a position in that class. Their ranking in the class shall be predicated by the earliest seniority date on a Brotherhood of Maintenance of Way seniority roster or for applicants entering service for this position their date of employment. Employees newly hired for the position of Electronic Technician on the same day shall be ranked alphabetically by their last names.

Applicants who do not possess the requisite fitness and ability may, when relieved, return to the positions from which taken, or exercise seniority to any position bulletined during their absence. If, during their absence the position from which taken has been abolished or filled by a senior employee, they may exercise seniority in accordance with the displacement provisions of the Schedule Agreement. If newly hired for the position of Electronic Technician, they shall be released from the Company's service.

- G. The seniority classification rule of the Schedule Agreement is hereby amended to include the following group of employees as a separate seniority class:

“Electronic Technician”

- H. Should it become necessary, it will be permissible to cover Electronic Technician vacancies with an individual selected by the Company until such time as a successful applicant is appointed for training or during temporary absences from duty of regularly assigned Electronic Technicians due to injury, illness or other causes. Likewise, it will be permissible for an Electronic Technician to work with a successful bidder for an Electronic Technician position until management is satisfied that the applicant is qualified to perform the duties of the position.
- I. Successful applicants who are required by the Company to relocate their place of residence, shall do so within six (6) months after being awarded a position of Electronic Technician, and coincident with such relocation they shall receive the same moving expense benefits as were provided for in Section 505(g) of the Regional Rail Reorganization Act of 1973, as amended prior to September 1, 1981.
- J. A Notice advising employees of Electronic Technician opportunities will be posted on bulletin boards throughout the Southern District of the Northeast Corridor.

Individuals applying for such opportunities and subsequently deemed by the Company as qualified to receive training, will be selected for training in the preferential order shown below:

1. Electric Traction Sub-department employees from the Southern District.

2. Southern District BMW Employees from other Sub-departments.
  3. New hires or other craft employees.
- K. Employees awarded an Electronic Technician position in a seniority district other than their home district shall retain all seniority in their home district and shall acquire a seniority date in the Electronic Technician classification only in the foreign district in accordance with paragraph F.

After the initial award, should an employee apply for and be awarded a position in another lower rated classification, he will forfeit his Electronic Technician seniority.

- L. This Agreement is made this 12<sup>th</sup> day of April, 1983 and shall remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

FOR THE BROTHERHOOD OF MAINTENANCE FOR  
OF WAY EMPLOYES

THE NATIONAL  
RAILROAD PASSENGER  
CORPORATION

/s/ F. J. Lecce  
F. J. Lecce  
General Chairman

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

MEMORANDUM OF AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And

Its Employees Represented By

THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Memorandum of Agreement entered into this 29<sup>th</sup> day of July, 1977 by and between the Brotherhood of Maintenance of Way Employes and the National Railroad Passenger Corporation (Amtrak) Northeast Corridor.

It is Agreed:

1. The Maintenance of Way Employees of the oak Point Maintenance Gang, listed in Attachment "A" of this Agreement employed on the Northern Seniority District Working Zone #5 will effective 12:01 A.M. August 1, 1977, be transferred to the jurisdiction of the Southern Seniority District, with their seniority dovetailed on the appropriate Consolidated Southern Seniority District Roster.
2. A prior rights seniority roster will be maintained for the former Northern Seniority District Working Zone #5 Employees listed in Attachment "B" of this Agreement.
3. Employees listed in Attachment "B" of this Agreement may elect to exercise seniority in the Northern Seniority District within fifteen (15) calendar days of the effective date of this Agreement by written notice to the Division Engineer and General Chairmen of their intent to exercise such option.

The actual exercise of seniority must be accomplished within thirty (30) calendar days from the effective date of this Agreement.

4. Employees affected by this Agreement, including those exercising their option in accordance with Paragraph 3 of this Agreement, will carry with them all protected rights and benefits they now hold and may choose any other benefits on the Southern District they consider more favorable.
5. Rule 14, and any other provisions or understandings of the Maintenance of Way Agreement between the National Railroad Passenger Corporation, Northeast Corridor and its Employees represented by the Brotherhood of Maintenance of Way Employees effective May 19, 1976, is amended by removing Zone #5 (Harold Tower, New York, M.P. 4.5 to Shell Tower, New Rochelle, New York, M.P. 18.7) from the Northern District, then adding Zone #5 (Harold Tower, New York, M.P. 4.5 to Shell Tower, New Rochelle, New York, M.P. 18.7) to the Southern District.

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**Southern District Letter Agreements -  
Oak Point Maintenance Gang Seniority Agreement dated July 29, 1977**

6. Employees coming under the Provisions of this Agreement transferring from the Northern Seniority District, will have their names removed from the Northern Seniority District Rosters.

This Agreement becomes effective August 1, 1977, 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

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION NEC

/s/ Thos. Christensen  
THOMAS CHRISTENSEN  
General Chairman

/s/ S. H. Heltzinger  
S. H. HELTZINGER  
Director Labor Relations

/s/ W. E. LaRue  
WILLIAM E. LARUE  
General Chairman

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Southern District Letter Agreements -  
Oak Point Maintenance Gang Seniority Agreement dated July 29, 1977

ATTACHMENT "A"  
OAK POINT  
SENIOR GANG MEMBERS

<u>NAME</u>	<u>DATE ENTERED SERVICE</u>
Gibney, T.	10/23/73
Rasmison, R.	3/12/74
Brucculeri, A	6/ 2/75
Falcon, J. R.	6/ 2/75
Hughes, L. J.	6/ 2/75
Jacobsen, J.	6/ 2/75
LaScala, D. J.	6/ 2/75
Young, D.	6/ 2/75
Byrne, J.	6/19/75
Cosenza, F.	8/18/75
Hughes, K.	8/20/75
Dauphin, D.	8/21/75
Blount, A.	9/ 8/75
Fragale, V.	9/ 8/75
Giambrone, P.	11/12/75
Healy, J.	11/12/75
Healy, T.	11/12/75

ATTACHMENT "B"  
TRACK DEPARTMENT ROSTER

New Haven Division

<u>NAME</u>	<u>DATE ENTERED SERVICE</u>
Bruculeri, A.	4/ /69
Gibney, T. - Oxygen Welder	10/23/73
Rasmison, E. - Track Foreman	03/12/74
Falcon, J.	06/02/75
Hughes, L.	06/02/75
Jacobsen, J.	06/02/75
LaScala, D.	06/02/75
Young, D.	06/02/75
Byrne, J.	06/19/75
Cosenza, F.	08/18/75
Hughes, K. J.	08/20/75
Blount, A.	09/08/75
Fragale, V.	09/08/75
Giambrone, P.	11/12/75
Healy, J.	11/12/75
Healy, T.	11/12/75
Ingram, A.	11/13/75
Healy, D.	11/13/75
Banks, C.	07/28/76
Buckman, L.	07/28/76
Foley, T.	07/28/76
Frascone, J.	07/28/76
Glenn, Jr., R. T.	07/28/76
Iaccarino, J.	07/28/76
Mallo, R.	07/28/76
Yannucci, P.	07/28/76
Fisher, V.	07/29/76
Oates, T.	07/29/76
Sasso, J. M.	07/29/76
Jablonski, T.	08/12/76
Rocchio, P.	08/12/76
Squillante, L.	08/12/76
Negron, W.	08/13/76

**ATTACHMENT "B"  
TRACK DEPARTMENT ROSTER**

New York Division

<u>NAME</u>	<u>DATE ENTERED SERVICE</u>
Alicea, R. K.	07/05/77
Aliendra, R.	07/05/77
Baccari, C.	07/05/77
Brauer, T.	07/05/77
Brewly, R.	07/05/77
Cardona, N.	07/05/77
Caridi, J.	07/05/77
Caughlin, G.	07/05/77
Cifone, R. M.	07/05/77
Civitillo, S.	07/05/77
Coggins, R.	07/05/77
Cooper, H.	07/05/77
Fahey, D. A.	07/05/77
Ficaletti, B.	07/05/77
Graffeo, T.	07/05/77
LaMicila,S. F.	07/05/77
Maloney, B. A.	07/05/77
O'Grady, M.	07/05/77
Smith, A.	07/05/77
Yearwood, F.	07/05/77
Yiu Ping, P.	07/05/77
Lane, A.	07/06/77
McGovern, C. F.	07/06/77
Tauji, M.	07/06/77

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Southern District Letter Agreements -  
M/W Equipment Operator Tool List Letter of Understanding dated January 9, 1978

January 9, 1978

Mr. W. E. LaRue, General Chairman  
Brotherhood of Maintenance of Way Employees  
Southern District  
606 Land Title Building  
Broad and Chestnut Streets  
Philadelphia, Pa. 19110

Dear Sir:

As the result of the understanding reached during our meeting of December 12, 1977, and in accordance with Rule 77 of the Schedule Agreement, all M/W Equipment Operators will be required to have the following equipment repair tools:

- 1 - 12" Adjustable Wrench
- 1 - 10" Regular Screw Driver
- 1 - 10" Phillips Screwdriver
- 1 - 1 ½ lb. Hammer
- 1 - Common Pliers
- 1 - ½" Combination Wrench
- 1 - 9/16" Combination Wrench
- 1 - 5/8" Combination Wrench
- 1 - 3/4" Combination Wrench

In conjunction with the above, it is our intention to post a notice on all bulletin boards to the effect that as of March 15, 1978, all M/W Equipment Operators will be required to have the above mentioned tools as part of their qualifications for these positions.

Very truly yours,

/s/ S. H. Heltzinger

S. H. Heltzinger  
Director-Labor Relations



MEMORANDUM OF AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION  
(AMTRAK - NEC)

And

THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Recognizing certain Operational requirements in the Track Department, Northeast Corridor, it is agreed:

1. Effective 12:01 AM, May 18, 1978, Rule 42 - "Starting Time Hours-Change In", of the Agreement between the National Railroad Passenger Corporation (Amtrak) and its employees represented by the Brotherhood of Maintenance of Way Employees effective May 19, 1976, is amended to permit establishment of the following Foreman/Repairman and/or Repairmen positions with headquarters, number of employees and territories as listed below:

<u>HEADQUARTERS</u>	<u>GANG</u>	<u>FORCE</u>
Perryville, MD (Camp Cars)	Tie and Surface	1 Foreman/Repairman
	A-012	1 Repairman
	Zone 1	
	Rail Laying	1 Foreman/Repairman
	Z-012	1 Repairman
	District	
Philadelphia, PA	Undercutter	1 Foreman/Repairman
	112	1 Repairman
	District	
Paoli, PA	Tie and Surface	1 Foreman/Repairman
	G-132	1 Repairman
	Zone 4	

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**Southern District Letter Agreements -  
Foreman/Repairman and Repairman Positions Agreement dated May 18, 1978**

Trenton, NJ (Camp Cars)	Tie and Surface M-012 Zone 3	1 Foreman/Repairman 1 Repairman
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With tour of duty, work week and rest days as follows:

TOUR OF DUTY: 2:30 PM to 10:30 PM

WORK WEEK: Monday through Friday (except as provided in Rule 90-A and supplements thereto where four (4) ten hour work days are assigned, the tour of duty shall become 2:30 Pm to 12:30 AM)

REST DAYS: Saturday and Sunday

2. Rates of Pay, Overtime Work and Force Reduction

- a. The rate of pay for these positions will be established in accordance with Rule 65 of the Agreement effective May 19, 1976, and supplements thereto. In addition, twenty-five cents (25¢) per hour, on straight time wages only, will be paid as an incentive for night work. This incentive rate shall be considered separate and apart from the basic rate of pay and shall not be subject to general wage increases.
- b. Employees of these gangs will be entitled to overtime work continuous with their normal tour of duty, to complete work begun during their normal tour of duty.
- c. In the event of a force reduction, the night positions will be abolished before any other M/W field repair positions on the related units are affected.

3. Predetermined Overtime Work

- a. Predetermined overtime shall be confined to the senior available qualified employees on the tour on which the overtime work occurs, except that overtime work starting two hours and forty minutes, or less, in advance of the regular starting time of a tour, shall accrue to employees on that tour.
- b. For predetermined overtime work requiring more employees than normally employed on that tour, the senior available qualified employees from the remaining tours will be used to augment that force.

4. It is the intent of this Agreement to establish twelve (12) new positions as listed in this Agreement, and it is understood that the establishment of these positions will not effect the present daylight M/W Repairmen's positions now in existence on the present M/W units.

Furthermore, if a vacancy occurs for any reason on the daylight positions, such position will be advertised and assigned within fourteen (14) days.

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**Southern District Letter Agreements -  
Foreman/Repairman and Repairman Positions Agreement dated May 18, 1978**

5. This Agreement, in part, will be terminated at any one of the locations listed if the positions of that location are abolished in their entirety or with thirty (30) days written notification by either party.

Signed at Philadelphia, PA, this 18<sup>th</sup> of May 1978.

For the Brotherhood of  
Maintenance of Way Employes

For the National Railroad  
Passenger Corporation

/s/ W. E. LaRue

W. E. LaRues  
General Chairman

/s/ S. H. Heltzinger

S. H. Heltzinger  
Director-Labor Relations

MEMORANDUM OF AGREEMENT

Between  
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)  
And Its Employees In The  
Track Department  
Represented By  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES  
Pennsylvania Federation

Recognizing certain Operational requirements in the Track Department, Northeast Corridor, New York Division, it is agreed:

1. Effective 12:01 AM, December 3, 1978, Rule 42 - "Starting Time Hours-Change In", of the Agreement between National Railroad Passenger Corporation (Amtrak) and its employees represented by the Brotherhood of Maintenance of Way Employees effective May 19, 1976, is amended to permit establishment of a Special Night Tunnel Gang with headquarters at Amtrak Penn Station, New York (8<sup>th</sup> Avenue).

2. This Special Night Tunnel Gang will consist of the following positions:

1 Foreman Track  
1 Assistant Foreman Track  
1 EWE "B"  
2 Machine Operators  
35 Trackmen

with tour of duty, work week and rest days as follows:

Tour of Duty: 10:30 PM to 7:00 AM,  
Meal period included

Work Week: Sunday through Thursday

Rest Days: Friday and Saturday

3. Rate of Pay and Overtime Work

- a. The Rate of pay for these positions will be established in accordance with Rule 65 of the Agreement effective May 19, 1976. In addition, twenty-five cents (25¢) per hour, on straight time wages only, will be paid as an incentive for night work. This incentive rate shall be considered separate and apart from the basic rate of pay and shall not be subject to general wage increases.
- b. Employees of this Gang will be entitled to overtime work on work which they ordinarily and customarily perform.

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**Southern District Letter Agreements -  
Night Tunnel Gang Agreement (Penn Station New York) dated November 27, 1978**

- c. Employees of this Gang will also be entitled to overtime work continuous with their normal tour of duty to complete work begun during their normal tour of duty.
  - d. It is also understood that any calls for overtime work prior to 7:00 p.m. will accrue to the Daylight Tunnel Gang and calls from overtime work after 7:00 p.m. will accrue to the Night Tunnel Gang.
4. This Agreement may be terminated upon thirty (30) days' written notification by either party.

Signed at Philadelphia, PA, this 27<sup>th</sup> of November, 1978.

FOR THE BROTHERHOOD OF MAINTENANCE FOR  
RAILROAD

THE NATIONAL  
OF WAY EMPLOYES  
PASSENGER CORPORATION

/s/ W. E. LaRue  
W. E. LaRue, General Chairman  
Pennsylvania Federation

/s/ S. H. Heltzinger  
S. H. Heltzinger  
Director-Labor Relations

AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

PENNSYLVANIA FEDERATION

It is agreed:

1. The "Track Stabilizer" Operator's position will be classified as an EWE "A" position.
2. The position of "Track Stabilizer" Operator will be awarded on the basis of seniority in the EWE class, qualifications being sufficient.
3. Training on the "Track Stabilizer" shall be made available to bidders on the basis of EWE class seniority, with the provision that anyone who trains on the "Track Stabilizer" shall be required to operate the machine, if he/she qualifies, and is awarded the position.
4. Any testing and/or reasonable practical demonstration on the "Track Stabilizer" required by AMTRAK shall be uniform to all applicants, and the Organization shall have the right to review any written tests to determine uniformity and be present when any reasonable practical demonstration is required by AMTRAK for the purposes of qualifying any bidder.
5. Employees who are awarded positions covered by this Agreement will remain on their assigned positions for a period of twelve (12) months beginning on January 1 of each year, to and including December 31 of that same year, except under extenuating circumstances to be evaluated and approved by the Assistant Chief Engineer-Maintenance of Way and Structures or his designated representative and the General Chairman, or, at the discretion of the General Chairman, his designated representative.
6. Beginning with the first working day of October and each succeeding month of October thereafter, those employees who are assigned to positions covered by this Agreement will have the option of:
  - a. remaining on them for another period of twelve (12) months and so notifying the Assistant Chief Engineer-Maintenance of Way and Structures to that effect, or
  - b. exercising displacement rights commencing the first day of January to any available position in their home seniority district in accordance with the provisions of the Schedule Agreement.

It is understood that an employee who elects the first option will notify the Assistant Chief Engineer-Maintenance of Way and Structures, in writing, no later than the last working day of October of his intention to remain on his position for the succeeding year.

7. In view of the fact that this equipment must be fully utilized in order to be economical and that it cannot operate when the ground is frozen, it is further agreed that the incumbents of said position(s) shall be accorded vacation in line with their seniority consistent with the National Vacation Agreement and in accordance with the following schedule or as otherwise agreed to between the parties:

Those employees entitled to:

Vacation of one week	December through March
Vacation of two weeks	One week of choice One week December-March
Vacation of three weeks	One week of choice Two weeks December-March
Vacation of four weeks	Two weeks of choice Two weeks December-March
Vacation of five weeks	Two weeks of choice Three weeks December-March

8. The aforementioned "Track Stabilizer(s)" may not operate during the winter months, December through March; however, the incumbents of positions awarded thereto will nonetheless be maintained during this period. During periods when the "Track Stabilizer(s)" do not operate, incumbents shall only be utilized to perform necessary maintenance of these "Track Stabilizer(s)". There shall be no requirement, however, for the "Track Stabilizer" Operator(s) to be qualified as Repairmen nor to purchase Repairmen tools.

It is also understood that by utilizing the incumbents of these positions it will not serve as a basis for reduction of positions of repairmen regularly assigned to perform such mechanical work at locations where the "Track Stabilizer(s)" will be maintained.

9. "Track Stabilizer" Operator(s) shall be entitled to meals and lodging consistent with the unit to which assigned or \$29.50<sup>73</sup> per day per diem if such meals and lodging are not otherwise provided in lieu of any and all other allowances for which they are otherwise eligible.

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<sup>73</sup> Increased effective December 9, 1997.

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**Southern District Letter Agreements -  
Track Stabilizer Operator Agreement effective June 21, 1984**

10. This Agreement will become effective June 21, 1984, or as soon thereafter as practical and shall remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

FOR THE BROTHERHOOD OF MAINTENANCE FOR  
OF WAY EMPLOYEES

THE NATIONAL  
RAILROAD PASSENGER  
CORPORATION

/s/ Jed Dodd

J. Dodd  
General Chairman

/s/ G. R. Weaver, Jr.

Assistant Vice President  
Labor Relations



MEMORANDUM OF UNDERSTANDING

Between

NATIONAL RAILROAD PASSENGER CORPORATION

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Whereas it is necessary to replace a large number of wayside switches and turnouts in our interlocking plants in the rehabilitation of track in the Northeast Corridor; and

Whereas the equipment that will be used in the replacement of these track panels is of special design requiring specially trained employees to operate and maintain the equipment;

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Amtrak will use a panel renewal system and equipment for its panel turnout renewal program on the Southern District of the Northeast Corridor, and the operation and maintenance thereof will continue from the date established until the panel renewal program is completed or terminated. The manpower below the rank of General Foreman who will be assigned to this unit to operate and maintain the equipment will be as follows:

- 1 Track Foreman
- 8 Equipment Operators
- 2 Engineers Work Equipment "B" Front End Loader
- 1 Engineer Work Equipment "B" Multi Crane
- 1 M/W Repairman
- 1 Track Foreman Support Effort

Amtrak will establish a separate roster which will be known as the Panel Renewal System (PRS) Roster and shall be composed of foremen, operators and repairmen.

The Panel Renewal System Roster will remain in effect until the panel renewal unit is terminated at which time the roster will be dissolved and the employees holding seniority rights thereon will be placed on the Southern District roster as agreed to between the parties.

2. Rates of pay applicable to the positions identified above will be as established between the parties - appended hereto as Attachment "A".
3. Employees assigned to the above positions shall remain thereon for a period of twenty-four (24) months from the date the panel renewal program starts except under extenuating circumstances to be evaluated

**Southern District Letter Agreements -  
Panel Renewal System Agreement dated May 21, 1979 as amended June 23, 1982**

and approved by the Deputy Chief Engineer and the General Chairman, Southern District. At the end of the twenty-four (24) month period these employees may, if they so desire, exercise their seniority by bid to other positions in accordance with Rule 14 of the current Agreement.

4. In order to maintain the skilled continuity of the incumbents of the positions covered in paragraph 1 above, it is further agreed that the incumbents of said positions shall be accorded vacations in line with their seniority consistent with the National Vacation Agreement and in accordance with the following schedule or otherwise agreed to between the parties.

Those employees entitled to:

Vacation of one week      December through March

Vacation of two weeks      One week of choice  
   One week December - March

Vacation of three weeks      One week of choice  
   Two weeks December - March

Vacation of four weeks      Two weeks of choice  
   Two weeks December - March

Vacation of five weeks      Two weeks of choice  
   Three weeks December - March

5. The Panel Renewal System will not operate during the winter months, December through March; however, the positions described in Item 1 above will be maintained during this period. During the winter period the incumbents of the positions described above may only be utilized to perform necessary maintenance of the (PRS) equipment used in the Panel Renewal System. It is also understood that by utilizing the incumbents of the positions described in Item 1, it will not serve as a basis for reduction of positions of repairmen regularly assigned to perform such mechanical work at the location where the PRS equipment will be maintained.
6. Rule 90A of the current Agreement is amended on the effective date of this agreement by adding thereto item number 6 - Panel Renewal System Unit, and each of the positions and vacancies listed above will be advertised and awarded in accordance with that rule. Employees assigned to the above-listed positions shall establish seniority on the Panel Renewal Unit and remain on that Unit as prescribed by this Agreement.
7. The Carrier may, as required, use manpower and/or equipment as support units in this panel renewal system program, in which event the positions assigned to support units will be advertised in accordance with rules of agreement to coincide with the Panel Renewal System unit.

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**Southern District Letter Agreements -  
Panel Renewal System Agreement dated May 21, 1979 as amended June 23, 1982**

8. It is understood that should it become necessary for Amtrak to lease additional track equipment the provisions of the January 28, 1977 Agreement will apply.

This Agreement signed at Philadelphia, PA, this 21 day of May, 1979, and shall remain in effect until changed under the provisions of the Railway Labor Act.

FOR  
BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES

FOR  
NATIONAL RAILROAD PASSENGER  
CORPORATION

/s/ W. E. LaRue  
W. E. LaRue, General Chairman  
Southern District

/s/ S. H. Heltzinger  
S. H. Heltzinger  
Director-Labor Relations

Attachment "A"

PRS RATES OF PAY

Track Foreman	\$8.9690
Track Foreman (Support)	\$8.9690
Equipment Operators	\$8.3590
Engineer Work Equipment	\$8.3590
Repairman	\$9.0350

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Southern District Letter Agreements -  
Panel Renewal System Agreement dated May 21, 1979 as amended June 23, 1982

June 23, 1982

Mr. F. J. Lecce  
General Chairman, BMW  
606 Land Title Building  
Broad & Chestnut Streets  
Philadelphia, PA 19110

Dear Sir:

Please refer to our discussion in conference on April 30, 1982 in connection with the establishment of procedures for the handling of the 1982 calendar year Panel Renewal System Rosters. As we explained to you, it was our desire to reach an understanding in connection with the aforementioned rosters in view of the fact that although the Panel Renewal System Agreement is still in effect, that portion which applied to the contract period for employees subject to the Agreement, has expired.

Since certain employees now reflected on the PRS Roster have not previously established seniority in a similar class on the various Southern District Rosters, we proposed the following:

All employees presently on the PRS Roster shall retain their seniority on said roster in accordance with the existing Agreement rules.

No additional employees awarded the applicable PRS positions will be added to the PRS rosters until such time as the contract period would be renewed.

Any employee not possessing Southern District seniority in a class similar to that which is reflected on the PRS Rosters will be dovetailed into the applicable Southern District Rosters.

If the foregoing correctly reflects our discussion on April 30, 1982, and you are agreeable to the above proposal, please so indicate by affixing your signature in the space provided below, returning one copy for our records and retaining one copy for your file.

Very truly yours,

/s/ G. E. Ellis

G. E. Ellis  
Assistant Chief Engineer Track  
I CONCUR:

/s/ F. J. Lecce  
F. J. Lecce

July 20, 1982

June 5, 1987

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

Dear Sir:

Confirming our conversation with D. Griffin at our monthly meeting on May 29, 1987, in view of recent changes in the production schedule of the Tie Rehabilitation operation the Carrier desires to convert the Tie Rehabilitation Gang to a 6-day operation using a 4 day, 10 hour per day schedule.

As discussed, Carrier believes it would be to the mutual advantage of the Carrier and the gang members to implement the 6-day operation by splitting the gang into 2 groups, or gangs, both observing a 6:00 AM to 4:30 PM tour of duty. The first group will observe Friday/Saturday/Sunday rest days and the other, Sunday/Monday/Tuesday.

This Agreement may be canceled by either party upon thirty (30) days advance written notice.

If the above is agreeable to you, please indicate your concurrence in the space provided below, returning one fully executed copy to me at your earliest convenience. Upon receipt of your concurrence, we will implement the changeover by coincidental abolishment/award.

Very truly yours,

/s/ L. C. Hriczak

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

/s/ Jed Dodd

J. Dodd Date  
General Chairman

6-5-87

Date

July 15, 1997

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

Re: Construction of High Speed Train Set  
Maintenance Facilities  
Northeast Corridor

Dear Mr. Dodd:

This refers to our May 23, 1996, letter and subsequent meetings with your organization, most recently on June 30, 1997, regarding Amtrak's intent to contract out certain work at Ivy City, Washington, DC and Sunnyside Yard, Queens, NY in connection with the construction of new maintenance facilities for the High Speed Train Sets in the Northeast Corridor. During our discussions, we agreed to the following:

Ivy City, Washington, DC

Our understanding regarding the performance of site preparation work at this location is as outlined in my October 16, 1996, letter.

On or about August 1, 1997, Amtrak will turn over the Ivy City sites to the General Contractor for commencement of construction. It is understood that all design, construction, testing and punch list work performed within the designated territories for this facility shall be performed by contractor forces, except any such work Amtrak may obtain in the project as a sub-contractor.

Sunnyside Yard, Queens, NY

As indicated during our June 5, 1997, meeting, Amtrak has tentative approval to proceed with construction of the Sunnyside Yard Maintenance facility. Confirming our understanding, the following summarizes the site work to be performed by Amtrak forces at Sunnyside Yard:

- \* Construction of staging areas for construction process, including site access;
- \* Excavation and loading of spoils for removal by contractor, as deemed necessary;
- \* Demolition of existing structures as necessary for the project;

Mr. J. Dodd  
July 15, 1997  
Page 2

Sunnyside Yard, Queens, NY (continued)

- \* Construction of retaining wall, including necessary excavation and grading, adjacent to the loop track, except if the final design requires piling or sheeting for construction, such work will be performed by contractor forces;
- \* Construction of electric traction system necessary to support the facilities;

Note: Design of the Electric Traction System for Sunnyside Yard has not been completed. If, following the final design, Amtrak believes sub-contracting of work is necessary, Amtrak will advise the Organization, in writing, and the parties shall meet in order to reach a mutually acceptable arrangement regarding performance of the work prior to contracting out any such work.

- \* Construction of track and turnouts at various locations throughout the facility, including approximately 13,000 linear feet of track, five switches, 24 turnouts and one diamond crossing; plus installation and subsequent removal of approximately 2,200 ties and 6,800 linear feet of rail for a temporary loop track.

On or about July 1, 1998, Amtrak will turn over the Sunnyside Yard site to the General Contractor for commencement of construction. It is understood that all design, construction, testing and punch list work performed within the designated territories for this facility shall be performed by contractor forces, except any such work Amtrak may obtain in the project as a sub-contractor.

Finally, due to the particular facts and circumstances involved in this project, and for the purpose of resolving any and all disputes regarding the use of contractors for the construction of these facilities, we agreed to the following:

- \* From August 1, 1997, through final completion of construction of the High Speed Rail Maintenance Facilities, Amtrak will maintain no less than three-hundred-one (301) positions in the Bridge and Building sub-department on the Southern District. A current description of this force is included as Attachment "A" to this letter.

NOTE: The term "final construction" as used in this paragraph means completion and final acceptance by Amtrak of all construction services, including completion of all Punch List items specified in or attached to the Certificate of Substantial Completion. Amtrak shall advise the organization, in writing, of such "final completion".



Mr. J. Dodd  
July 15, 1997  
Page 3

In addition to the above, during the next twenty-four (24) months, Amtrak will increase forces in the Bridge and Building sub-department by 10%, as outlined below, and such additional positions will be added to the minimum force requirements set forth in this paragraph.

- \* By July 1, 1998, Amtrak will hire an additional 15 employees in the Bridge and Building sub-department on the Southern District.
- \* By July 1, 1999, Amtrak will hire an additional 15 employees in the Bridge and Building sub-department on the Southern District.
- \* The aggregate number resulting from the above provisions will be increased on a one for one basis for each Bridge and Building sub-department employee who returns to active service under Rule 22 of the Agreement. Conversely, the aggregate number resulting from the above provisions will be reduced on a one for one basis for each Bridge and Building sub-department employee who vacates a position for the reasons outlined in Rule 22 of the Agreement.
- \* Except in the case of emergencies, as defined by Rule 23 of the Agreement, the above number of Bridge and Building sub-department positions shall not be reduced without advance notice to and agreement with the BMWE regarding the terms and conditions of the reductions. Amtrak agrees to provide to the BMWE on or about the 15th of each month in which this agreement is in effect, a force account of the Bridge and Building sub-department indicating the gang numbers, headquarter locations, positions and name of the incumbents. In the event the force account totals fall below the requirements set forth above, Amtrak shall promptly meet with the BMWE for the purposes of resolving the shortage. In the event the parties are unable to resolve the issue, the dispute shall be referred to Special Board of Adjustment No. 1005 for adjudication.
- \* This understanding is made without precedent or prejudice to the position of either party regarding the application of the agreement in contracting out work and will not be referred to in the handling of any other contracting issue.

During our discussions, you inquired about Amtrak's intent with regard to maintenance of the new facilities. As indicated during our meeting, Amtrak has exercised the option for Bombardier to manage the new facilities. However, consistent with the scope of the Agreement, as defined in Article 4 - Application and Intent, of the current scope rule, BMWE employees shall be responsible for the maintenance of those facilities unless Amtrak and the BMWE agree otherwise.

Mr. J. Dodd  
July 15, 1997  
Page 4

If the above properly reflects our understanding, please indicate your concurrence by signing below and returning one copy of this letter to my office.

Very truly yours,

/s/ R. F. Palmer  
R. F. Palmer  
Director-Labor Relations

I concur:

/s/ Jed Dodd  
J. Dodd, General Chairman, BMWWE

July 18, 1997  
Date

**Southern District MidAtlantic Division B & B Force Account**

June 1997

30th Street Philadelphia - 15 Employees

I-012 - 2 Foremen, 3 B&B Mechanics, 1 Tinsmith  
I-032 - 1 Foreman/Plumber  
I-042 - 1 Foreman, 1 Plumber  
I-092 - 1 Foreman, 5 B&B Mechanics

32nd Street Philadelphia - 20 Employees

I-022 - 1 Inspector  
I-062 - 1 Foreman, 3 B&B Mechanics  
I-152 - 1 Inspector (Protection)  
I-182 - 1 Foreman, 2 B&B Mechanics, 1 Bricklayer  
I-352 - 1 Foreman, 2 B&B Mechanics  
I-382 - 1 Foreman, 1 Cabinetmaker, 1 Welder  
I-422 - 1 Foreman, 3 B&B Mechanics

Penn Coach Yard - 8 Employees

I-052 - 1 Foreman, 7 Plumbers

North Philadelphia - 14 Employees

I-362 - 1 Foreman, 2 B&B Mechanics, 1 Welder  
I-372 - 1 Foreman, 3 B&B Mechanics  
I-392 - 1 Foreman, 1 EWE, 1 Welder  
I-402 - 1 Foreman, 1 B&B Mechanic, 1 MW Repairman

Wayne - 1 Employee

I-192 - 1 Inspector

Lancaster - 10 Employees

I-202 - 1 Inspector  
I-212 - 1 Foreman, 3 B&B Mechanics, 1 Plumber  
I-222 - 1 Foreman, 2 B&B Mechanics, 1 Welder

Wilmington - 25 Employees

C-072 - 1 Inspector  
C-082 - 1 Foreman, 1 Plumber  
C-102 - 1 Foreman, 3 B&B Mechanics  
C-122 - 1 Foreman, 2 B&B Mechanics, 1 Welder  
C-302 - 1 Foreman, 3 B&B Mechanics  
C-312 - 1 Foreman, 5 B&B Mechanics

C-322 - 1 Foreman, 1 B&B Mechanic  
D-142 - 1 Foreman, 1 MW Electrician  
Wilmington Repair Shop - 12 Employees  
H-109 - 2 Foremen, 8 B&B Mechanics, 2 EWE's

Bear Repair Shop - 12 Employees  
H-102 - 3 Foremen, 5 B&B Mechanics, 1 Plumber, 3 MW Electricians

Elkton - 1 Employee  
C-112 - 1 Inspector

Perryville - 26 Employees  
C-130 - 2 Foremen, 6 B&B Mechanics  
C-132 - 1 Foreman, 1 B&B Mechanic  
C-152 - 1 Foreman/Inspector, 1 B&B Mechanic  
C-162 - 1 Foreman, 5 B&B Mechanics, 1 Welder  
C-172 - 1 Foreman, 2 B&B Mechanics  
C-232 - 1 Foreman/Plumber  
D-192 - 1 Foreman, 1 Gang Foreman, 1 MW Electrician

Odenton - 2 Employees  
C-192 - 1 Inspector  
C-292 - 1 Inspector

Gunpow - 7 Employees  
C-242 - 1 Foreman, 4 B&B Mechanics  
C-262 - 1 Foreman, 1 B&B Mechanic

Baltimore - 27 Employees  
C-012 - 1 Assistant Foreman  
C-032 - 1 Foreman, 1 Plumber  
C-042 - 1 Foreman, 5 B&B Mechanics  
C-072 - 1 Inspector  
C-182 - 1 Foreman, 4 B&B Mechanics, 1 Welder  
C-222 - 1 Foreman, 3 B&B Mechanics  
D-092 - 1 Foreman, 1 Gang Foreman, 3 MW Electricians  
D-292 - 2 MW Electricians

Washington - 18 Employees  
102 - 1 Inspector  
202 - 1 Foreman, 6 B&B Mechanics  
302 - 1 B&B Mechanic

402 - 1 Foreman, 5 B&B Mechanics

502 - 1 Foreman, 2 B&B Mechanics

**MIDATLANTIC DIVISION TOTAL - 198 EMPLOYEES**

**Southern District Metropolitan Division B & B Force Account**

June 1997

Trenton - 1 Employee

O-952 - 1 Inspector

Adams MW Base - 20 Employees

O-422 - 1 Foreman, 1 Plumber

O-442 - 2 Foremen, 3 B&B Mechanics

O-452 - 1 Foreman, 1 Inspector

O-472 - 1 Foreman, 1 Welder, 4 B&B Mechanics

O-475 - 1 Foreman, 4 B&B Mechanics

Newark - 11 Employees

O-032 - 1 Foreman, 2 Plumbers

O-132 - 1 Foreman, 1 Welder

O-172 - 1 Foreman, 4 B&B Mechanics, 1 Bricklayer

Secaucus - 1 Employee

O-102 - 1 Inspector

Portal - 6 Employees

O-872 - 1 Foreman, 3 Bridge Operators, 1 Bridge Tender, 1 Welder

72nd Street - 7 Employees

O-642 - 1 Foreman, 3 B&B Mechanics, 2 Welders, 1 EWE

Penn Station - 25 Employees

O-902 - 1 Inspector

O-922 - 1 Foreman, 1 Asst. Foreman, 8 B&B Mechanics

O-932 - 1 Inspector

O-942 - 4 B&B Mechanics

O-962 - 2 Foremen, 7 B&B Mechanics

Sunnyside Yard - 25 Employees

O-022 - 1 Inspector

O-042 - 2 Inspectors

O-052 - 2 Inspectors

O-062 - 1 Inspector

O-072 - 1 Inspector

O-192 - 1 Foreman, 2 Welders, 2 B&B Mechanics

O-602 - 1 Foreman, 2 Welders

O-612 - 1 Foreman, 4 B&B Mechanics

O-622 - 5 B&B Mechanics

O-632 - 1 Foreman, 5 B&B Mechanics, 1 Welder

Rahway & Hunter MW Base - 2 Employees

O-862 - 1 Inspector

O-972 - 1 Inspector

Grundy Tool House - 5 Employees

O-462 - 1 Foreman, 3 B&B Mechanics, 1 Welder

**METROPOLITAN DIVISION TOTAL - 103 EMPLOYEES**

**SOUTHERN DISTRICT TOTAL - 301 EMPLOYEES**

NOTE: The above listing is informational and not intended to restrict staffing changes necessary based on the requirements of service.

November 2, 2001

Mr. J. Dodd, General Chairman  
Brotherhood of Maintenance of Way Employes  
121 North Broad Street, Suite 503  
Philadelphia, PA 19107

Re: Penn Station & New York Tunnels Project

Dear Mr. Dodd:

This refers to our various discussions, most recently on November 2, 2001, regarding the above subject.

As indicated during conference, in connection with several planned life safety and capacity expansion projects at Penn Station New York as well as the tunnels in that area, Amtrak intends to establish approximately twenty-five (25) new regular positions to provide necessary pilot and protection service. To facilitate such performance, it is agreed:

1) The following projects shall be covered by this agreement:

- Standpipe Project – December 2001 through August 2003
- JO Interlocking Project – February 2002 through April 2003
- Ventilation Project – March 2002 through August 2006

It is understood that Amtrak will advise BMW E should the estimated start or completion dates of the above projects be changed by more than ninety (90) days. It is further understood that additional projects may be included under this agreement by written concurrence of the parties.

2) The following conditions shall apply to employees occupying BMW E Pilot positions established under this agreement:

- Rate of Pay - \$19.26 per hour (current)
- Headquarters – Penn Station, New York and/or Sunnyside Yard
- The provisions of Articles V through IX of Rule 90-A and the November 3, 1976 Special Construction Agreement, shall apply.

NOTE: In order to facilitate the utilization of employees from other Divisions for these projects, Amtrak will make lodging available to successful applicants for positions covered by this agreement for whom the daily commute to and from the advertised headquarters exceeds 70 miles and who indicate their desire for and intent to utilize such lodging.



Mr. J. Dodd  
November 2, 2001  
Page 2

Penn Station & NY Tunnels Project

- 3) Positions established in accordance with this agreement will be awarded to employees possessing seniority in either the Bridge & Building or Track Sub-Departments based on earliest date entered service.
- 4) Should existing Track and B&B Foremen and Inspectors in Zone 6 on the Metropolitan Division be the successful applicants for these new positions, in order to fulfill operational requirements in that territory, Amtrak may hold such employees on their current positions until such time as qualified replacements can be obtained. It is understood that should Amtrak hold Inspectors or Foremen on their current assignments, they shall only be held until their positions are advertised and awarded or, in the event there are no qualified applicants, until the employee assigned under Rule 18 is provided the necessary training on physical characteristics. If held beyond the commencement of actual work in the project for which the specific position is established, the employee shall be made whole for any earnings lost as a result of being held off the assignment.
- 5) The successful applicants for these new positions must be qualified on operating rules (NORAC), as well as on the physical characteristics of the territory between Bergen and Gate, including Sunnyside Yard. To facilitate employees obtaining the necessary qualifications, the following provisions shall apply to successful applicants for these positions:
  - a. Successful applicants who are not qualified on operating rules shall attend and must successfully complete a four (4) day NORAC Operating Rules Class.
  - b. Successful applicants who are not qualified on the physical characteristics of the territory between Bergen and Gate, including Sunnyside Yard, shall participate in and must successfully complete the following:
    - A one day introductory class on qualifying on physical characteristics;
    - Physical Characteristics Training as outlined in Attachment A to this agreement.
  - c. Upon completion of the training outlined above, incumbents of these positions will be required to remain on such assignments for a minimum of six (6) months, commencing from the date of successful completion of the qualifying requirements. In the event of personal hardship, an employee may be released from a position covered by this agreement by agreement between the designated representative and the Metropolitan Division Engineer.

Mr. J. Dodd  
November 2, 2001  
Page 3

Penn Station & NY Tunnels Project

- d. If in the course of training, management believes an applicant will not be able to successfully qualify, the employee and the designated representative shall be notified and, following a joint review of the employee's performance in such training, may be removed from the program. An employee so removed who is dissatisfied with the decision may file a grievance with the Metropolitan Division Engineer. The burden in such case shall be on Amtrak to demonstrate the employee's inability to qualify.
  - e. Applicant who are unable to successfully complete the qualifying requirements outlined above shall be governed by Rule 6 of the agreement.
- 6) The above provisions governing training and qualifications shall apply to future advertisement of new BMW Pilot positions established under this agreement. In addition, due to the length of the overall projects, Amtrak shall offer similar training in order to establish a pool of qualified employees who shall be subject to utilization on and assignment to vacancies on positions established under this agreement as may be necessary. Two such training programs consisting of twelve (12) available slots shall be offered in calendar year 2002 and one training program consisting of twelve (12) available slots shall be offered in calendar years 2003 and 2004. Additional training programs may be scheduled at Amtrak's discretion.
  - 7) Employees who are senior and qualified on operating rules (NORAC) and on the physical characteristics of the territory between Bergen and Gate, including Sunnyside Yard and who are entitled to a displacement right under the agreement, may displace onto these positions and shall not be subject to the requirements of Article 5.c.
  - 8) Employees who are senior and qualified on operating rules (NORAC), but are not qualified on the physical characteristics of the territory between Bergen and Gate, including Sunnyside Yard and who are entitled to a displacement right under the agreement and are unable to hold any other position in Work Zone 6, may displace onto one of these positions and shall be provided training on physical characteristics similar to that outlined in Article 5.b. and, shall be subject to the requirements of Article 5.c.
  - 9) The BMW Northeast Corridor Agreement shall apply except as specifically modified by this agreement.
  - 10) A copy of this agreement shall be attached to the advertisements of positions subject to the terms of this agreement.

Mr. J. Dodd  
November 2, 2001  
Page 4

Penn Station & NY Tunnels Project

If the above properly reflects our understanding, please sign below.

Very truly yours,

R. F. Palmer  
Director-Labor Relations

I Concur:

/S/ J. Dodd  
J. Dodd, General Chairman, BMWE

November 2, 2001  
Date

**PILOT TRAINING PROGRAM**

1. Rules Training/PC Overview – 5 Work Days
2. Physical Characteristics Training – 20 Work Days
3. OJT/Pilot Experience – 10 Work Days

**1. Rules Training:**

Employees attend the standard “Maintenance of Way” four day initial NORAC Class that is given to all Engineering Department employees whose duties require them to request foul time, take track out of service, or pilot track cars on Main Line Tracks. Class will be held Monday to Thursday.

On Friday, trainees will report to the Rules Office for a Physical Characteristics Overview Class in which maps will be distributed and reviewed. The requirements of what it means to be “qualified” will be discussed and finally, the specific territory involved (Gate to Bergen including Sunnyside Yard) will be examined. Employees are shown how Rules, Timetable Special Instructions, etc. come into play.

**2. Physical Characteristics Training:**

Twenty days of Physical Characteristics Training will be divided into the following segments:

*Day 1* – Sunnyside Yard: Meet with Rules Examiner in New York and travel to Sunnyside Yard. The Rules Examiner will walk employees from Loop Interlocking to R and Q through the Yard Tracks, North Runner, Hump, etc.

*Day 2* – Again meet in New York with Rules Examiner for a Tunnel Emergency and Evacuation training. This involves classroom instruction as well as a trip on a train that stops in the tunnel. Employees will get off the train, walk on the bench wall adjacent to the train and visit 1<sup>st</sup> Avenue Shaft. Employees will be shown all available communication and safety equipment (fire extinguishers, safety stations, etc.)

*Days 3 to 9* – Employees are provided head end passes, paired up, and required to ride and/or walk the territory from JO/C to Gate (including Sunnyside Yard).

*Day 10* – Employees will report to Rules Office in New York to be examined on the territory JO/C to Harold including Sunnyside Yard. (If an employee fails, up to five additional days will be provided for them to qualify on the above referenced territory.)

*Day 11* – Employees report to Rules Office and spend the entire day walking Pennsylvania Station, New York. Both ends of the Station, as well as all yards will be visited.

**PILOT TRAINING PROGRAM**

*Day 12 to 19* – Employees will walk in the station, ride trains, etc. on their own. Personnel from Rules Office will be available to answer questions, but will not necessarily accompany employees.

*Day 20* – Employees report to Rules Office to be examined on the territory Bergen to JO/C. (Same five-day Rule applies.)

Physical Characteristic Exams are verbal, conducted in pairs, and includes Rules and Special Instructions.

**3. OJT/Pilot Training:**

Employees are assigned to a qualified Track Car Foreman or Pilot for ten days. This will bring everything together. Employees will spend time moving in the Station, using the radio, copying Form D's, etc. The first day or two, the trainee will only observe the Qualified Pilot's activities; Day 3 through 5, the trainee will, under the direction of the Qualified Pilot, assume more of the duties necessary to safely move equipment through the territory.

On Day 5 of the OJT Program, Engineering and Rules Department Representatives will meet with the employees to review the training progress; i.e., what they have seen, where they have been, problems, concerns, etc., and make adjustments to the program if necessary.

Trainees will continue with Pilot Training for the remaining 5 days and prior to the completion of the program, an Engineering Department Representative will ride with the trainee to verify the employee's qualifications. If the trainee does not initially qualify, the Engineering Department Representative will provide instruction and up to 10 additional days of On-the-Job Training. Prior to completion of the additional training period, an Engineering Department Representative will again ride with the Trainee to verify the employee's qualifications.

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AGREEMENT

between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

PENNSYLVANIA FEDERATION

Whereas, the National Railroad Passenger Corporation intends to transfer the Maintenance of Way Equipment Repair Function at Bear, Delaware to the Amtrak Maintenance Facility at Wilmington, Delaware, and

Whereas, it is the desire of the parties to effect the orderly transfer and reassignment of employees in connection with the foregoing,

IT IS THEREFORE AGREED:

1. a. The separate seniority rosters for Repairmen Foreman, Repairman and Repairman Helpers, established under the provisions of paragraph 2 of the March 23, 1977, Bristol Shop Agreement are frozen. Employees shall retain prior rights to positions at the M W Repair Shop based on their standing on those rosters.
  - b. Employees holding seniority on the rosters identified in paragraph "a" above, who do not possess seniority on the corresponding Southern District Roster(s), shall establish standing on such Southern District Roster(s) as of the date of this Agreement, in the same relative order as they appear on such rosters.
  - c. The M/W Welder roster, established under the provisions of paragraph 2 of the March 23, 1977, Bristol Shop Agreement, shall continue to protect available M/W Welder positions at Wilmington and Bear, Delaware.
2. Positions or vacancies referred to in this agreement shall be advertised to employees of the Southern District in accordance with the schedule agreement. Employees holding seniority on the Southern district Repairmen Foreman, Repairman and Repairman Helper rosters shall have rights to positions at the M W Repair Shop as of the date of this agreement, but shall rank behind employees with prior rights to such positions as set forth in Article 1 of this agreement.

3. The transfer of positions to Wilmington will occur in phases, with the final phase taking place on or about July 15, 1996. The transfer of positions in each phase will be accomplished in reverse seniority order by classification, i.e., junior employee in the classification will be notified to transfer first. However, in any phase in which employees senior to those who are notified to transfer desire to transfer in lieu of a junior employee in that phase, they may do so, provided they advise the Shop Manager of their desire.

Employees presently holding positions at Bear will be considered as transferring to Wilmington in their respective positions upon reporting to Wilmington after receiving advance notification from the Carrier of not less than five (5) working days. Employees not desiring to transfer to Wilmington in their respective positions may exercise their seniority in accordance with Rule 18. The ten (10) day period to exercise seniority will begin on the effective date of the transfer of their position to Wilmington.

Vacancies remaining to be filled at Wilmington following transfer of all positions pursuant to the above will be advertised throughout the territory of the Southern District within ten (10) days following the final transfer.

4. a. It is the intent of this Agreement to preserve the status quo as it relates to the performance of work by Maintenance of Way Shop forces and other M/W Repairmen and Welders. It is understood that interdivisional unit M/W Repairmen and Welders, who presently perform "off-cycle maintenance", will use the M W Repair facility for such "off-cycle maintenance". In keeping with the intent of this Agreement, "off-cycle maintenance" work, as used in this paragraph, refers only to that work which, prior to the date of this Agreement, has been performed by other than Maintenance of Way Shop forces. It is agreed that the interdivisional M/W Repairmen and Welders will not establish new seniority by performing this work and that the use of the incumbents of these interdivisional M/W Repairmen and Welder positions will not serve as a basis for reduction of positions of M/W Repairmen and Welders regularly assigned to perform such work at Wilmington.
  - b. It is further understood that the performance of preventative maintenance and running repairs by M/W Repairmen at Maintenance of Way Bases on the Southern District shall continue to be performed at such locations by those employees.
5. The following Agreements applicable to the M/W Repair function at Bear, as herein amended, are attached and made a part of this agreement:
    - a. April 4, 1977, Coffee Break/Rates of Pay.
    - b. April 4, 1977, Rule 3 application.
    - c. May 18, 1978, Operation of Trucks, except that such employees shall not be required to operate vehicles requiring a commercial drivers license.



- d. January 1, 1985, Modification of Rule 14.
  - e. October 27, 1994, Four 10 hour day work week.
6. This Agreement is effective November 2, 1995, and, except as specifically provided herein, supersedes all prior agreements governing M.W. Repair Shops. This agreement will remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act.

**SIGNED AT PHILADELPHIA, PA THIS 2ND DAY OF NOVEMBER, 1995.**

BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES

NATIONAL RAILROAD PASSENGER  
CORPORATION (AMTRAK)

/s/ Jed Dodd

J. Dodd  
General Chairperson

/s/ R. F. Palmer

R. F. Palmer  
Director-Labor Relations

March 23, 1977

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

Dear Mr. La Rue:

Enclosed are executed copies of the agreements relating to the establishment of Bristol Repair Shop, effective April 4, 1977, including application of Rules 3 and 55.

This letter confirms our understanding that Repair Shop employees will receive a ten minute coffee break during their regularly scheduled tour of duty.

The following hourly rates of pay are established for the positions specified in Paragraph (2) of the Bristol Repair Shop Agreement:

Foreman, Maintenance of Way Equipment	\$7.5000
Repairman, Maintenance of Way Equipment	\$6.8880
Welder	\$6.8880
Helper	\$6.0700

If you concur with the above, please indicate below, returning one copy for our files.

Very truly yours,

/s/ S. H. Heltzinger

S. H. Heltzinger  
Director, Labor Relations, NEC

I CONCUR:

/s/ W. E. La Rue  
W. E. La Rue

3/24/77  
Date

Enclosures

MEMORANDUM OF UNDERSTANDING

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

It is agreed in the application of Rule 3 of the current M of W Amtrak agreement, that a method of advertising positions within the shop area shall be agreed upon on the completion of the Bristol Repair Shop, Bristol, PA., to provide for the mobility of employees to fill vacancies and new positions in the different phases or sections of the repair shop.

This agreement signed at Philadelphia, Pennsylvania on March 23, 1977, will become effective April 4, 1977 and will remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

BROTHERHOOD OF MAINTENANCE OF WAY  
EMPLOYES:

NATIONAL RAILROAD PASSENGER  
CORPORATION:

/s/ W. E. LaRue  
W. E. La Rue  
General Chairman  
Pennsylvania Federation

/s/ S. H. Heltzinger  
S. H. Heltzinger  
Director-Labor Relations  
N.E.C.

MEMORANDUM OF AGREEMENT

Between

THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And Its Employees Represented By

THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Recognizing certain Operational requirements relative to the assignment of Bristol Shop M/W Repairmen to operate trucks for delivery and exchange of repair or replacement parts of M/W Machinery, it is agreed:

The M/W Repairman rate shall be paid for the operation of trucks assigned to Bristol M/W Repair Shop when used for the delivery of repair and exchange parts throughout the NEC.

In the assignment of M/W Repairmen to operate trucks used in the above mentioned service, seniority and qualifications shall govern.

Payment for work performed on these positions will be governed by the M/W Schedule Agreement Rules, except employees required to remain overnight away from their headquarters who are not furnished lodging and meals by the Company shall be reimbursed for actual reasonable necessary expenses. When lodging accommodations or payment in lieu thereof are furnished, no time shall be allowed other than that actually worked between the end of the regular hours of one day and the beginning of the regular hours of the following day.

Employees so assigned may assist the M/W Repairmen at the location of point of delivery and exchange, with the understanding that they will not perform M/W Repairman's work in place of the M/W Repairman at the location where the local responsibility exists.

This Memorandum of Agreement will be considered as a separate agreement between the NRPC (Amtrak - NEC) and the BMW and shall remain in full force and effect until changed or modified by a thirty (30) day written notice from either party.

Signed at Philadelphia, PA, this 18<sup>th</sup> day of May, 1978.

For the Brotherhood of  
Maintenance of Way Employes

For the National Railroad  
Passenger Corporation

/s/ W. E. LaRue  
W. E. LaRues  
General Chairman

/s/ S. H. Heltzinger  
S. H. Heltzinger  
Director-Labor Relations

AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

PENNSYLVANIA FEDERATION

Whereas, the National Railroad Passenger Corporation has purchased a new Maintenance of Way Equipment Repair Facility (Bear) at Bear, Delaware, to which the M/W equipment repair functions previously performed at the Bristol Maintenance of Way Repair Shop (Bristol), Bristol, PA, will be transferred, and

Whereas, it is the desire of the parties to provide for the performance of Track and Bridge and Building subdepartment duties which may be required at Bear,

IT IS THEREFORE AGREED:

Rule 14, Seniority Districts-Working Zones-Track Department and Bridge and Building Department, (a), Zone 1, is amended to include the Bear Maintenance of Way Equipment Repair Facility.

This Agreement is effective January 1, 1985, and will remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act.

SIGNED AT PHILADELPHIA, PA THIS 17<sup>TH</sup> DAY OF JANUARY 1985.

BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES

NATIONAL RAILROAD PASSENGER  
CORPORATION (AMTRAK)

/s/ Jed Dodd  
J. Dodd  
General Chairman

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

October 27, 1994

Mr. Jed Dodd, General Chairman  
Pennsylvania Federation, BMWE  
1930 Chestnut Street  
Suites 607-609  
Philadelphia, PA 19103

Dear Mr. Dodd:

Amtrak needs to establish overlapping ten hour tours of duty at the Bear Maintenance facility. While this could be accomplished within the terms of Rule 42, the later tour would have to end between 2:00 AM and 4:00 AM. We understand that it is the preference of both management and the employees that the second tour end at 12:00 AM. Accordingly, we would like to establish a tour of duty, at the Bear Maintenance facility, from 2:00 PM to 12:00 AM. Employees filling 2:00 PM to 12:00 AM assignments would receive the incentive allowance provided in Rule 42(d).

This agreement can be canceled twenty days after written notice to either party. If such notice is given, Amtrak is not required to provide the five working day advance notice required by Rule 23 until the twenty-first day.

If you are agreeable to the foregoing, please indicate your concurrence by signing in the space provided below, and return one signed copy to me.

Very truly yours,

/s/ J. M. Fagnani  
J. M. Fagnani  
Director-Labor Relations

I CONCUR:

/s/ Jed Dodd  
J. Dodd, General Chairman

10/28/94  
Date

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**M/W Equipment Repair Facility -  
Transfer of Positions from Bear to Wilmington, Delaware dated November 2, 1995**

November 2, 1995

Mr. J. Dodd, General Chairperson  
Brotherhood of Maintenance of Way Employees  
1930 Chestnut Street  
Suite 607-609  
Philadelphia, PA 19103

Dear Mr. Dodd:

This refers to our discussions regarding the transfer of operations currently being performed by BMW employees at Bear, Delaware, to the Amtrak Maintenance Facility at Wilmington, Delaware.

As indicated during our discussion, it is Amtrak's intent to transfer the following operations:

- \* Maintenance of Way Equipment Repair Function
- \* Bridge Building Function
- \* Frog Shop
- \* Trucking Operation

As part of the transfer of the Maintenance of Way Equipment Repair Function, an existing Southern District Engineer Work Equipment position will be transferred for the operation of M/W Equipment at Wilmington, and shall be readvertised in connection with this change in headquarters.

In connection with the potential relocation of the trucking operation, it is understood that the April 14, 1993, Tractor Trailer Operation Agreement, will continue to apply at Wilmington and/or Bear, Delaware.

It is not the intent of this transfer to divert work from BMW employees at Bear, Delaware. In connection therewith, BMW forces, as identified on the attached list, shall continue to perform such work at Bear.

In order to facilitate an orderly transfer from Bear to Wilmington and to design and implement efficient work systems at Wilmington, BMW employees holding positions at Bear, Delaware in the above operations will be dismantling, transferring and reassembling work stations at Wilmington prior to the actual effective date of transfers. It is understood that during this process, such employees will continue to report for and be released from duty at the Bear facility, until the actual date of transfer. All positions, except those in the Maintenance of Way Equipment Repair Function covered by the Agreement dated November 2, 1995, shall be readvertised in connection with the actual change in headquarters.

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**M/W Equipment Repair Facility -  
Transfer of Positions from Bear to Wilmington, Delaware dated November 2, 1995**

Additionally, it is agreed that a fitness room, similar to that available at the Bear Maintenance Facility, shall be established for employees at Wilmington within one year from the date of this transfer.

If the foregoing properly reflects our understanding, please sign below.

Very truly yours,

/s/ R. F. Palmer

R. F. Palmer

Director-Labor Relations

I Concur:

/s/ Jed Dodd

J. Dodd, General Chairperson

Brotherhood of Maintenance of Way Employees

11-2-95

Date



AGREEMENT

BETWEEN THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

AND

NATIONAL RAILROAD PASSENGER CORPORATION

Recognizing that there are working conditions peculiar to the operation of Tractor Trailers by BMW represented tractor trailer operators headquartered at Bear, Delaware, it is agreed:

1. Drivers when working away from their headquarters at Bear Shop will be permitted to work up to twelve hours per day if schedule requirements so dictate, unless otherwise instructed. Working more than twelve hours will require permission from the supervisor in charge of tractor trailer drivers.
2. When duties require tractor trailer drivers to work away from Bear Shop and stay away overnight, drivers will be permitted to work up to twelve hours per day if schedule requirements so dictate, unless otherwise instructed. Working more than twelve hours will require permission from the supervisor in charge of tractor trailer drivers. It is recognized that the collective bargaining agreement has no requirement to pay tractor trailer drivers covered by this agreement around the clock for time before or after their regular tour of duty when away from their headquarters and not working or driving.
3. Drivers working away from Bear Shop and required to stay overnight will be reimbursed for actual necessary expense of lodging and a per diem of \$29.50<sup>74</sup> for meals. The carrier shall supply a corporate credit card to each driver for the purpose of paying for lodging. Drivers will also be permitted to use the credit card to maintain and operate their vehicle. Drivers will be responsible to pay the credit card bill promptly and will be reimbursed for expenses in accordance with company expense account procedures.
4. Drivers will be expected to comply with federal or state laws governing the operation and maintenance of tractor trailers. Amtrak will furnish necessary equipment, e.g. placards, for compliance with such laws.
5. Tractor Trailer operators headquartered at Bear Shop will be paid an hourly rate of \$14.32 per hour which will be subject to all general wage increases and cost of living increases.
6. Within ten days after signing this agreement the current tractor trailer positions will be abolished and readvertised to the Southern District with a copy of this special agreement attached. To retain Southern District truck driving seniority, employees awarded these positions will be required to remain on such positions for at least one year unless displaced by a senior employee. This one year lock in will also apply to future employees awarded such positions. A copy of this agreement will be attached to subsequent advertisements for these positions.

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<sup>74</sup> Increased effective December 9, 1997.

7. The purpose of this agreement is to standardize the manner in which tractor trailer drivers are compensated for wages and away from headquarters expenses. It is the intent of the parties through this standardization to better utilize the tractor trailer drivers at Bear Shop. This is without prejudice to the position of either party relative to the use of other than BMW employees to perform the work and this agreement will not be referred to by either party in the event such dispute arises.
8. This agreement supersedes any rules in the current collective bargaining agreement which may be in conflict. When not in conflict the rules of the current collective bargaining agreement will be applicable.
9. This agreement may be canceled by either party with 20 days advance written notice.

/s/ Joseph M. Fagnani  
For the National  
Railroad Passenger Corporation

4/12/93  
Date

/s/ Jed Dodd  
For the Brotherhood of  
Maintenance of Way Employes

4/14/93  
Date

**BMWE Forces transferring to Wilmington, Delaware**

4 M/W Repairmen Foremen  
32 M/W Repairmen  
1 Engineer Work Equipment  
1 B&B Foreman  
5 B&B Mechanics  
1 Welder Foreman  
3 Structural Welders

NOTE: The above listing is informational and not intended to restrict staffing changes necessary based on the requirements of service.

**BMWE Forces to remain at Bear, Delaware**

2 M/W Repairmen Foremen  
5 M/W Repairmen  
1 Engineer Work Equipment  
1 M/W Welder  
1 Trackman  
1 B&B Foreman  
4 B&B Mechanics  
1 M/W Plumber Foreman  
2 M/W Plumbers  
1 M/W Electrician Foreman  
3 M/W Electricians

NOTE: The above listing is informational and not intended to restrict staffing changes necessary based on the requirements of service.

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**M/W Equipment Repair Facility -  
Letter of Understanding - Bear "Grace" Period Policy,  
applicable at Wilmington, Delaware dated November 2, 1995**

November 2, 1995

Mr. J. Dodd, General Chairperson  
Brotherhood of Maintenance of Way Employees  
1930 Chestnut Street  
Suite 607-609  
Philadelphia, PA 19103

Dear Mr. Dodd:

This refers to our discussions regarding the transfer of operations currently being performed by BMWWE employees at Bear, Delaware, to the Amtrak Maintenance Facility at Wilmington, Delaware.

Due to the particular circumstances involved in this transfer, it is agreed that the existing Maintenance of Way Department policy regarding the handling of late arrivals shall be amended for employees transferred to Wilmington to provide that employees will be granted a thirty (30) minute "grace" period for late arrival. It is understood that employees who arrive late shall only be paid for the actual time worked and that this policy shall not preclude the application of the absenteeism agreement.

Additionally, as indicated during our discussions, the current arrangements regarding hours of assignment and meal periods shall remain in effect for employees involved in this transfer and may only be changed following discussion between the Brotherhood of Maintenance of Way Employees and the Engineering Department.

If the foregoing properly reflects our understanding, please sign below.

Very truly yours,

/s/ R. F. Palmer

R. F. Palmer

Director-Labor Relations

I Concur:

/s/ Jed Dodd

J. Dodd, General Chairperson

Brotherhood of Maintenance of Way Employees

11/2/95

Date

MEMORANDUM OF UNDERSTANDING

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

It is agreed that Rule 55, Preference for Overtime Work, will be applied at the Wilmington M.W. Repair Shop as follows:

1. Overtime Continuous With the Normal Tour of Duty

- (a) When it is necessary to work beyond the normal tour of duty to complete the repair of a specific machine, overtime work will be offered to the repairman or welder with the most hours worked on the machine that day and the prior two (2) work days.
- (b) When the provisions of paragraph (a) above are exhausted, work will be offered in seniority order in work group seniority.
- (c) If the provisions of paragraphs (a) and (b) above are exhausted, or the work is not assigned to a specific machine, the overtime work will be offered in shop roster seniority order.

2. Rest Day Service In the M.W. Repair Shop

Overtime work on rest days for specific machines will be offered in accordance with Section 1(a), (b) and (c) of this agreement.

3. "Hot Job" Overtime

"Hot Job" overtime is overtime work that is outside shop level load schedule that needs to be addressed immediately.

"Hot Job" overtime will be offered in a rotation schedule. The first "Hot Job" will be offered to the senior foreman and his/her work group. If accepted, future "Hot Jobs" will be offered to the next senior foreman and his/her work group until the rotation is completed. In the event a foreman declines overtime associated with a "Hot Job", his/her work group shall still be eligible for the overtime based on their standing in the rotation and the foreman overtime will be offered to the next senior foreman. Work Groups will stay in rotation.

4. Emergency Service Outside the Scope of the M.W. Repair Shop

Emergency service, outside the normal scope of duties of the M.W. Repair Shop will be called in seniority order by date entered service of the Maintenance of Way Department.

5. Overtime Assignment Disputes

M.W. Repair Shop Management will promptly meet with the local committee, upon request, to resolve any disagreements over the assignment of any overtime prior to the overtime being worked. Should the disagreement not be resolved, the overtime will be assigned by M.W. Repair Shop Management and the Union or the affected employees may file claims under the agreement. Failure of either the local committee to call for a conference to discuss the assignment or of M.W. Repair Shop Management to meet upon request of the local committee shall not validate or invalidate overtime claims.

This agreement supersedes the April 4, 1977, Bristol Shop Overtime agreement and shall remain in effect until changed or canceled by 30 days advance written notice from either party to the other.

**SIGNED AT PHILADELPHIA, PA THIS 2ND DAY OF NOVEMBER 1995.**

BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES

NATIONAL RAILROAD PASSENGER  
CORPORATION (AMTRAK)

/s/ Jed Dodd

J. Dodd  
General Chairperson

/s/ R. F. Palmer

R. F. Palmer  
Director-Labor Relations

**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 percent (3%) 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% 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 percent (3%) 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 percent (3 ½%) 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 percent (3 ½%) 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 percent (3 ½%) 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 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(c) 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:

**MEASUREMENT PERIODS**

<u>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date of Adjustment</u>
March 1995	March 1996	
plus		
March 1997	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 of Adjustment</u>	<u>Minimum CPI Increase That Shall Be Taken Into Account</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 of Adjustment</u>	<u>Maximum CPI Increase That Shall Be Taken Into Account</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/BMW 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).

**MEASUREMENT PERIODS**

<u>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date 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 arbitraries 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 of Adjustment</u>	<u>Maximum CPI Increase That 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 percent (50%) of the increase in the CPI in any measurement period shall be considered.
- (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/BMW 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.
- (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 V - AMTRAK/LABOR PRODUCTIVITY COUNCIL**

The BMWE 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/BMWE Safety Program. The BMWE and management shall each designate employee representatives in writing, and may revoke such designations at any time. Employee representatives designated by the BMWE 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.

Bench-marking 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.

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 enhancement 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% of the benefits of the savings, while the company receives 80%.) However, if total annual savings exceed \$3.0 million per year, 50% of those savings shall be paid to employees as a bonus above normal wages and payments.

## **ARTICLE VI - OCCUPATIONAL HEALTH WORK RELATED INJURY PROJECT**

BMWE & Amtrak shall jointly investigate with a consultant of BMWE'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 BMW E agree that Commonwealth Consulting shall be the first choice as consultant.

**ARTICLE VII - OFF-TRACK VEHICLE ACCIDENT BENEFITS**

Rule 96 of the Northeast Corridor Agreement and Rule 36 of the Corporate Agreement are hereby amended effective January 1, 1998, to include the changes in benefit levels of the Off-Track Vehicle Insurance as set forth in Article X of the September 26, 1996, NCCC/BMW E Agreement.

**ARTICLE VIII - WORK RULES**

1. Establish a new Rule as follows:

Southern District Bridge Rehabilitation Gangs

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 1(A) (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

The workweek shall be 4 ten hour days with hours and rest days governed by Rules 32 and 42(a)-(f) and (h) of the agreement.

### 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.
- (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.

#### 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.

#### 2. Catenary Conversion for Southern District

Within 30 days of signing this agreement, the parties will meet to determine how to establish two District ET gangs operating under concepts similar to the Southern District Bridge Rehabilitation Gangs to accomplish all the work needed to facilitate the conversion of a major power system--the conversion of the catenary system on the Southern District to constant tension.

3. Electric Traction Trainee Rates

On the effective date of this agreement, the September 26, 1980, Memorandum of Agreement governing ET Lineman and Electrician Trainee Rates of pay is eliminated and Article V of the August 19, 1981, Electric Traction Department Training agreement is modified as follows:

"Pay of Electric Traction Trainees will be as follows:

Starting Rate for Trainees	90 % of full Lineman Rate
6 Months	92.5% of full Lineman Rate
12 Months	95 % of full Lineman Rate
18 Months	97.5% of full Lineman Rate
24 Months	100 % of full Lineman Rate

Trainees will receive eight (8) hours pay per day attending class. Those Trainees who are required to travel in excess of two hours in each direction to attend class will be paid one (1) additional hour at the applicable straight time rate."

4. Meal Allowance

On the effective date of this agreement, all per diem allowances shall be increased to \$29.50.

5. Travel Allowance

On the effective date of this agreement all travel allowances shall be increased to \$12.50 in each direction.

6. Worksite Reporting

On the effective date of this agreement, Rule 31 of the Corporate Agreement and Rule 101 of the Northeast Corridor Agreement are eliminated.

7. Reduction in Force

On the effective date of this agreement, paragraph (g) of Rule 18 is eliminated and paragraph (f) of Rule 18 is amended to provide as follows:

"An employee furloughed as the result of reduction of force who desires to be recalled to active service shall file his name and address, as well as subsequent notice(s) of change, 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."

8. Withholding From Service Pending Trial

Rule 15, paragraph 1 of the Corporate Agreement and Rule 69 of the Northeast Corridor Agreement are modified by adding the following:

"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/investigation, except that if the employee or his duly accredited representative requests a postponement of the employee's trial/investigation, 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/investigation to commence within fifteen (15) days of the postponement. If the trial/investigation 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."

9. Vacations

Rule 88 of the Northeast Corridor Agreement and Rule 18 of the Corporate Agreement are modified by adding the following:

"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.

**ARTICLE IX - REPRINTING THE AGREEMENTS**

Rule 98 of the Northeast Corridor Agreement is amended and a new Rule (31) is included in the Corporate Agreement reading as follows:

"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."

**ARTICLE X - CONTINGENCIES**

The agreement will be effective only upon ratification by the BMW 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.

#### **ARTICLE XI - MORATORIUM**

- A. The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the notice dated October 27, 1995, served upon the organization by Amtrak, and all notices served on Amtrak by the organization on or after November 1, 1994. This agreement shall remain in effect through December 31, 1999 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

- B. No party to this Agreement shall serve, prior to November 1, 1999 (not to become effective before 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 notices relating to such subject matters are hereby withdrawn.
- C. This Article will not bar the National Railroad Passenger Corporation and the organization signatory hereto from agreeing upon any subject of mutual interest.

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

FOR THE BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYEES

Joseph M. Bress  
Vice President, Labor Relations

Jed Dodd, General Chairman

Richard F. Palmer, Director

Perry K. Geller, General Chairman

Craig A. Roodenburg  
Labor Relations Officer

H. J. Granier, General Chairman

Charles E. Woodcock, Director

Stuart A. Hurlburt, Jr., General Chairman

Alison Conway-Smith  
Vice President, Engineering

James D. Knight, General Chairman

David E. McMahon, General Chairman

**I concur:**

Mac A. Fleming, International President

December 9, 1997  
#1

Mr. Jed Dodd, General Chairman  
Pennsylvania Federation  
Brotherhood of Maintenance of Way Employes

Brotherhood of Maintenance of Way Employes

Mr. Perry K. Geller, Sr., General Chairman  
Consolidated Rail System Federation

Mr. Hayward J. Granier, General Chairman  
Illinois Central Gulf Federation  
Brotherhood of Maintenance of Way Employes

Gentlemen:

Mr. Stuart A. Hurlburt, Jr., General Chairman  
Northeastern System Federation  
Brotherhood of Maintenance of Way Employes

Brotherhood of Maintenance of Way Employes

Mr. David E. McMahon, General Chairman  
Pacific Federation

Mr. James D. Knight, General Chairman  
Seaboard Federation  
Brotherhood of Maintenance of Way Employes

This confirms our understanding with respect to the Agreement of this date.

The parties exchanged various proposals and drafts antecedent to adoption of the various Articles that appear in this Agreement. It is our mutual understanding that none of such antecedent proposals and drafts will be used by any party for any purpose and that the provisions of this Agreement will be interpreted and applied as though such proposals and drafts had not been used or exchanged in the negotiation.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

Joseph M. Bress  
Vice President  
Labor Relations

Jed Dodd, General Chairman

David E. McMahon, General Chairman

Perry K. Geller, General Chairman

James D. Knight, General Chairman

H. J. Granier, General Chairman

Stuart A. Hurlburt, Jr., General Chairman

December 9, 1997  
#2

Mr. Jed Dodd, General Chairman  
Pennsylvania Federation  
Brotherhood of Maintenance of Way Employes

Mr. Hayward J. Granier, General Chairman  
Illinois Central Gulf Federation  
Brotherhood of Maintenance of Way Employes

Mr. Perry K. Geller, Sr., General Chairman  
Consolidated Rail System Federation  
Brotherhood of Maintenance of Way Employes

Gentlemen:

Mr. Stuart A. Hurlburt, Jr., General Chairman  
Northeastern System Federation  
Brotherhood of Maintenance of Way Employes

Mr. James D. Knight, General Chairman  
Seaboard Federation  
Brotherhood of Maintenance of Way Employes

Mr. David E. McMahon, General Chairman  
Pacific Federation  
Brotherhood of Maintenance of Way Employes

This refers to the increase in wages provided for in Section 1 of Article I of the Agreement of this date.

It is understood that the retroactive portion of that wage increase shall be applied only to employees who have an employment relationship with a carrier on the date of this Agreement or who retired or died subsequent to December 1, 1995.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

Joseph M. Bress  
Vice President  
Labor Relations

Jed Dodd, General Chairman

Stuart A. Hurlburt, Jr., General Chairman

Perry K. Geller, General Chairman

David E. McMahon, General Chairman

H. J. Granier, General Chairman

James D. Knight, General Chairman

December 9, 1997  
#3

Mr. Jed Dodd, General Chairman  
Pennsylvania Federation  
Brotherhood of Maintenance of Way Employes

Mr. Hayward J. Granier, General Chairman  
Illinois Central Gulf Federation  
Brotherhood of Maintenance of Way Employes

Mr. Perry K. Geller, Sr., General Chairman  
Consolidated Rail System Federation  
Brotherhood of Maintenance of Way Employes

Gentlemen:

Mr. Stuart A. Hurlburt, Jr., General Chairman  
Northeastern System Federation  
Brotherhood of Maintenance of Way Employes

Mr. James D. Knight, General Chairman  
Seaboard Federation  
Brotherhood of Maintenance of Way Employes

Mr. David E. McMahon, General Chairman  
Pacific Federation  
Brotherhood of Maintenance of Way Employes

If Amtrak, subsequent to the agreement signed this date, negotiates, arbitrates, or has imposed on it by legislation an agreement with another union that is higher in total compensation than that provided to the BMWWE for the period covered by the agreement signed this date, without any concomitant greater work rule savings (excluding the value of Productivity Councils) and/or savings as the result of modifications to the health and welfare provisions, the BMWWE may request, in writing with supporting analysis, and receive a compensation adjustment. Amtrak may agree to apply the requested adjustment or will meet with the BMWWE to discuss the matter. If the parties are unable to resolve the matter, within 30 days of the initial meeting, or as otherwise agreed upon, it may be submitted to an arbitration panel established and operating under terms similar to that used by the "Scope Board" in the Northeast Corridor Agreement. The parties shall share the fees and expenses of the neutral member, who shall have experience in interest arbitration. The term "compensation" as used in this provision specifically means general wage increases, equity adjustments, lump sum payments and COLA.

If Amtrak, subsequent to the agreement signed this date, negotiates, arbitrates or has imposed on it by legislation an agreement with another union that provides more favorable health and welfare benefits than those provided to the BMWWE without any concomitant work rule savings, lesser total compensation and/or changes to the health and welfare benefits that offsets the cost for providing the more favorable health and welfare benefits, then the procedure above would apply. In any event, the BMWWE may request such health and welfare benefits in return for similar concomitant offsets.



The parties agree to exchange data and calculations necessary to support the parties' respective positions within a reasonable period subsequent to a request and, in any event, prior to the submission of this dispute to arbitration.

Very truly yours,

Joseph M. Bress  
Vice President  
Labor Relations

Jed Dodd, General Chairman

Perry K. Geller, General Chairman

H. J. Granier, General Chairman

December 9, 1997  
#4

Mr. Perry K. Geller, General Chairman  
Consolidated Rail System Federation - BMWWE  
58 Grande Lake Drive  
Port Clinton, OH 43452-1450

Dear Mr. Geller:

During the recent round of negotiations, the parties discussed the issue of reviewing the BMWWE-Amtrak Corporate Agreement as it applies to the MBTA Commuter Rail Territory. We agreed that after the signing of the BMWWE-Amtrak Agreement in Mediation Case No. 12813, the parties would meet and confer regarding additional possible modifications to the Corporate Agreement as it applies to the MBTA Commuter Rail Territory.

If the foregoing accurately sets forth our understanding, please sign below.

Very truly yours,

Joseph M. Bress  
Vice President  
Labor Relations

I concur:

Perry K. Geller, General Chairman, BMWWE