

June 27, 1992

AGREEMENT

This agreement made this 27th day of June, 1992 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 I - LUMP PAYMENT

Employees subject to this agreement who have an employment relationship as of the date payment is made or have been dismissed and subsequently reinstated with service and seniority rights or have retired or died subsequent to January 1, 1989 will be paid a \$2,000 lump sum. Such lump sum will be prorated based upon the number of months worked from January 1, 1989 to May 31, 1991. An employee must have rendered 40 hours of compensated service in a month to receive credit for a month. There shall be no duplication of the lump sum payment by virtue of employment under an agreement with another union. Payments under this article will not be considered compensation in calculating entitlements under any employee protection requirements, including Appendix C-2 or Section 13C of the Urban Mass Transit Act.

SECTION 2 - GENERAL WAGE INCREASE

Except as provided in entry rate rules, effective July 1, 1991, all hourly and monthly rates of pay in effect on the preceding day, for employees covered by this Agreement 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 2 shall be applied as follows:

(a) Hourly Rates -

Add 3 percent to the existing hourly rates of pay.

(b) Monthly Rates -

Add 3 percent to the existing monthly rates of pay.

(c) Disposition of Fractions -

Rates of pay resulting from the application of this section 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.

(d) Application of Wage Increase -

The increase in wages provided for in this section shall be applied in accordance with the wage or working conditions agreement in effect. Special allowances not included in fixed rates and arbitraries representing duplicate time payments, will not be increased. Overtime hours will be computed in accordance with overtime rules.

SECTION 3 - SECOND GENERAL WAGE INCREASE

Except as provided in entry rate rules, effective October 1, 1991, all hourly and monthly rates of pay in effect after the application of the wage increases provided in Section 2, for employees covered by this Agreement shall be increased in the amount of two (2) 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 3 shall be applied in the same manner as provided for in Section 2 hereof.

SECTION 4 - THIRD GENERAL WAGE INCREASE

Except as provided in entry rate rules, effective October 1, 1992, all hourly and monthly rates of pay in effect on September 30, 1992, for employees covered by this Agreement shall be increased in the amount of four (4) 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 4 shall be applied in the same manner as provided for in Section 2 hereof.

SECTION 5 - FOURTH GENERAL WAGE INCREASE

Except as provided in entry rate rules, effective January 1, 1993, all hourly and monthly rates of pay in effect on December 31, 1992, for employees covered by this Agreement shall be increased in the amount of two (2) 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 5 shall be applied in the same manner as provided for in Section 2 hereof.

SECTION 6 - FIFTH GENERAL WAGE INCREASE

Except as provided in entry rate rules, effective October 1, 1993, all hourly and monthly rates of pay in effect on September 30, 1993, for employees covered by this Agreement 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 6 shall be applied in the same manner as provided for in Section 2 hereof.

SECTION 7 - SIXTH GENERAL WAGE INCREASE

Except as provided in entry rate rules, effective October 1, 1994, all hourly and monthly rates of pay in effect on September 30, 1994, for employees covered by this Agreement shall be increased in the amount of four (4) 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 7 shall be applied in the same manner as provided for in Section 2 hereof.

SECTION 8 - SEVENTH GENERAL WAGE INCREASE

Except as provided in entry rate rules, effective July 1, 1995, all hourly and monthly rates of pay in effect on June 30, 1995, for employees covered by this Agreement shall be increased in the amount of two (2) 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 8 shall be applied in the same manner as provided for in this Section 2 hereof.

SECTION 9 - RATE ADJUSTMENTS

Effective upon ratification, the following rate adjustments will be made:

- (1) All Foremen, ET Foremen,
ET Gang Foremen .50/hr
- (2) Inspector - B & B to \$13.66/hr
- (3) MW Repairmen
(Zone and Corporate) .50/hr
- (4) Electronic Technician .50/hr
- (5) Plumber Foremen where
Master License required .50/hr

Note: It is understood that the above adjustments will not result in backpay for workers prior to the effective date of this Agreement.

ARTICLE II - COST-OF-LIVING PAYMENTS

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

ARTICLE III - HEALTH AND WELFARE PLAN AND EARLY RETIREMENT MAJOR MEDICAL BENEFIT PLAN

It is agreed that benefit levels and other health and welfare provisions including, but not limited to those relating to eligibility, delivery of medical services, cost-sharing, and cost-containment, agreed to in agreement between the National Carriers Conference Committee and the Brotherhood of Maintenance of Way Employes, dated July 29, 1991, imposed pursuant to Public Law 102-29, will be applicable to this agreement except as provided below.

It is further agreed that notwithstanding those provisions, Amtrak reserves its right consistent with the decision of Special Board of Adjustment No. 1029, and consistent with the jointness principles, Attachment "A", 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.

It is further agreed that notwithstanding the above provisions, employees covered by this agreement will only contribute to health care costs in accordance with Article II of this agreement. It is understood that after January 1, 1995, Amtrak employees will contribute an amount towards health care costs equal to the amount paid by employees under the National BMWE Agreement after January 1, 1995. However, should Amtrak change insurance carrier from that of the national agreement, the amount of employee contributions for the cost of health care will be proportionably reduced based on any comparative reduction of premiums achieved by Amtrak due to such a change.

ARTICLE IV - SUPPLEMENTAL SICKNESS

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

ARTICLE V - ENTRY RATES

- A. On the effective date of this Agreement, the entry rate provisions of the existing Agreements are modified and the rates of pay of the employees covered by entry rate provisions will be adjusted as follows:
1. For the first 12 calendar months of employment such employees will be paid 90% of the applicable rates of pay (including COLA);
 2. For the second 12 calendar months of employment such employees will be paid 95% of the applicable rates of pay (including COLA);
 3. At the conclusion of the second period specified in (2.) above, employees will be paid at 100% of the applicable rates of pay (including COLA).
- B. An employee will be credited with a "month of employment" if the employee retains seniority in that month.

ARTICLE VI - WORK SITE REPORTING

Employees in Rule 89, 90 A, B, C, Corporate Agreement Rule 29 gangs and employees in protection, and/or flagging positions and Bridge & Building Inspectors shall not be paid for traveling an aggregate total of 30-minutes per day. Travel time in excess of the aggregate 30-minutes per day shall be compensated in accordance with the rules of the Agreement. Employees will not be paid less than the bulletined time of the job due to uncompensated travel time.

Specifically excepted from this rule are foremen, fuel truck, boom truck, dump truck drivers, and truck drivers transporting people to and from a work site. Foremen and such drivers shall not be subject to uncompensated travel time.

NOTE: Thirty (30) minutes aggregate total means no more than a total of 30 minutes unpaid travel time in a 24-hour period.

ARTICLE VII - TRAINING AGREEMENT, AUGUST 27, 1977 - REVISION

Paragraph 3(d) is replaced by the following:

- (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.

Paragraph 6 is replaced by the following:

- 6. (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 stay on the position for a period of 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 the training course.

- (e) If, during the time an employee is attending a training course, his former position is abolished or filled by a senior employee in the exercise of his seniority, he may, upon return from a training course, exercise seniority in conformity with the rules of the applicable schedule agreement.

ARTICLE VIII - STARTING TIME

- 1. Rule 42 of the Northeast Corridor Agreement is superseded by the following:

- (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 paragraph (c) of this Rule, 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 above 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 .55 cents 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.

(The incentive allowance shall be raised to .60 cents effective January 1, 1993 and to .65 cents effective December 1, 1994)

- (e) The starting and ending time of tour of duty will be shown on advertisements.

- (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.
- (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.

ARTICLE IX - WORK WEEK

The rules of the applicable Agreements are modified to include the following:

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, 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.

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.

ARTICLE X - ACCEPTING POSITIONS UNDER OTHER AGREEMENTS

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

ARTICLE XI - COMBINING OR REALIGNING SENIORITY DISTRICTS

- A. The track known as the "West Side Connection", MP 0.0 to MP 10.82, will be merged into the Southern District and will become part of Zone 6 of Rule 14 of the BMWNE(NEC) Agreement. It is agreed that this property will be governed by the BMWNE(NEC) Agreement.
- B. Employees working on the West Side Connection will have their seniority dovetailed with the Southern District, unless such employees notify Amtrak in writing within thirty days they wish to remain on the Albany District. There will not be any prior rights for positions on the former West Side Connection.

ARTICLE XII - TRAVELLING GANGS

Modify Rule 89 as follows:

(1) Rule 89 - Northeast Units

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.

The following units will be added to the list of units provided in Rule 89:

13. Unimats
14. MDZ surfacing units
15. Switch turnout exchange systems
16. Other high technology machines not presently on the property.

[SEE SIDE LETTER NO. 5 ON UNIMAT AND MDZ UNITS EXERCISE OF SENIORITY]

- (2) 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 Rule 89 II or Rule E of the respective Agreement. 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 seniority in the class in the unit in which positions are advertised.
 - (2) From employees with seniority in the unit in which the position is advertised in accordance with the Rules of the Schedule Agreement.
 - (3) Others with seniority in the classification under an Amtrak-BMWE rules agreement.
 - (4) Seniority date under an Amtrak-BMWE rules agreement.
- (3) Article VI (d) is amended to read "Employees in Rule 89 units will be transported to the nearest point where Amtrak intercity rail service is available to make weekend trips home." (See Albany District side letter No. 4)
 - (4) (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 currently qualified 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. Currently qualified employees not currently holding positions on the Unimat or MDZ shall have thirty (30) days to notify the Assistant Chief Engineer 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 Repairmen 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.

- (5) 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.

(6) 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.

(7) The travel allowances provided in VI(a) (1) and (2) are increased to \$10.00

(8) Article VII (e)

Amtrak may substitute a \$21.00 per diem allowance in lieu of meals for each work day that covered employees perform compensated service, whether providing lodging or camp cars.

(Effective December 1, 1994, the per diem allowance specified in paragraph VII (e) will be increased to \$24.50.)

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.

B. Rule 90-A

1. The travel allowances provided in VII(a) (1) and (2) are increased to \$10.00

2. Where employees are entitled to lodging and meals, Amtrak may substitute a \$21.00 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.

(Effective December 1, 1994, the per diem allowance specified above will be increased to \$24.50.)

3. The September 17, 1986, letter agreement as modified below will be applied to the Southern District.

C. Rule 90-B

1. The territories of the Northern (East) and Northern (West) Districts are merged. Note: The reference to MP 4.5 to MP 18.7 Harold to Shell is deleted from Rule 90-B.

2. The travel allowances provided in VII(a) (1) and (2) are increased to \$10.00

3. Where employees are entitled to lodging and meals, Amtrak may substitute a \$21.00 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.

(Effective December 1, 1994, the per diem allowance specified above will be increased to \$24.50.)

4. The September 17, 1986 letter agreement as modified below will be applied to the Northern District.

D. Rule 90-C

1. The territories of the Northern (East) and Northern (West) Districts are merged. Note: The reference to MP 4.5 to MP 18.7 Harold to Shell is deleted from Rule 90-B & C.
2. The travel allowances provided in VII(a) (1) and (2) are increased to \$10.00
3. Where employees are entitled to lodging and meals, Amtrak may substitute a \$21.00 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.

(Effective December 1, 1994, the per diem allowance specified above will be increased to \$24.50.)

4. The September 17, 1986 letter agreement as modified below will be applied to the Northern District.

E. Rule 29 OF THE CORPORATE AGREEMENT

1. The travel allowances provided in VI(1) (a) and (b) are increased to \$10.00
2. Where employees are entitled to lodging and meals, Amtrak may substitute a \$21.00 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.

(Effective December 1, 1994, the per diem allowance specified above will be increased to \$24.50.)

3. The September 17, 1986, letter agreement as modified below will be applied to the Rule 29 gangs.

4. The incentive allowance provided in Rule 29 shall be raised to .60 cents effective January 1, 1993 and to .65 cents effective December 1, 1994.

F. September 17, 1986 Letter Agreement

1. The September 17, 1986 letter agreement will continue as modified below.
 - a) The per diem allowed will be \$21.00 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.
 - b) The September 17, 1986 letter agreement will discontinue and the allowances otherwise provided for in Rule 90-A, B & C, NEC Agreement, and Rule 29 Corporate Agreement, will be applicable should the headquarters or lodging for a particular gang change more than 70 miles from the point originally established.

ARTICLE XIII- INTRA-CRAFT WORK

Rule 58 is revised to read as follows:

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 the 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.

ARTICLE XIV - EXERCISE OF SENIORITY

Rule 21(4) shall be modified as follows:

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.

ARTICLE XV - CLAIMS AND GRIEVANCES

A. Effective November 1, 1992 the time limit for progressing claims denied by the Carrier's highest designated officer is reduced to 185 days.

B. 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 or the Corporate Agreement.

ARTICLE XVI - VACATION CREDIT

Effective the date of ratification of this agreement, the Leave of Absence Rules are amended to the following extent:

An employee on a leave of absence as a full time union representative of the BMWE on or after July 1, 1988 will be credited for time on the leave of absence as continuous service for the length of his/her vacation entitlement.

ARTICLE XVII - B&B MECHANIC AGREEMENT

Prior rights for the former crafts in the B&B Mechanic Agreement dated August 1983 are eliminated. The active roster for exercising seniority shall be the B&B Mechanic roster.

ARTICLE XVIII - SAFETY

Should management establish or retain a local safety committee which includes BMW represented employees, BMW shall nominate a list of candidates from the BMW represented employees for each committee. Management will select committee members from BMW nominees.

ARTICLE XIX - CORPORATE TRAVEL TIME

Except as otherwise provided, the following rule will apply to territories governed by the BMW Corporate Agreement.

1. 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.
2. When authorized to use their personal vehicle, the employee will receive the standard Amtrak authorized milage reimbursement.
3. This rule does not apply to employes waiting or traveling in the exercise of their seniority rights.

ARTICLE XX - CORPORATE - RETURNING FROM A LEAVE OF ABSENCE, SICK LEAVE, VACATION OR SUSPENSION

The following will apply to territories governed by the BMW Corporate Agreement.

Rule E (4) and (5) are amended to read as follows;

4. An employee whose regular position is abolished or who is displaced from his regular position while on a leave of absence, sick leave, vacation or suspension may, within seven (7) calendar days after his return, exercise his seniority to any position for which he is qualified held by a junior employee.
5. An employee returning from a leave of absence, sick leave, vacation or suspension may return to his former position or, within seven (7) calendar days after his return, qualification being sufficient may exercise his seniority to any position which was bulletined and assigned in his absence to a

junior employee, or qualification being sufficient may displace any junior employee promoted during his absence.

ARTICLE XXI - CORPORATE EXPEDITED DISCIPLINE PROCEDURE

The following will apply to territories governed by the BMW Corporate Agreement.

Change to Discipline Rule K, add to paragraph 3

An employee who has been assessed discipline of dismissal following an investigation shall have the right to appeal, either in person or through their duly accredited representative, directly to the Director-Labor Relations and a conference shall be granted, provided written request is made to such officer within fifteen (15) days from the date of the notice of discipline. The appeal conference will be scheduled to be held within thirty (30) days of the date of appeal. A decision on the appeal will be rendered within (30) days of the date of conference.

ARTICLE XXII - REPRINTING THE AGREEMENTS

Amtrak shall reprint the entire agreements, NEC and Corporate, and distribute them to the employees.

ARTICLE XXIII - MORATORIUM

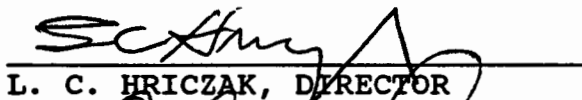
- A. This Agreement is in settlement of the disputes growing out of any and all notices served on Amtrak by the organizations signatory hereto, and proposals dated April 1, 1988, served by Amtrak for concurrent handling therewith and shall remain in effect through January 1, 1995 and thereafter until 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, 1994 (not to become effective before January 2, 1995), 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.

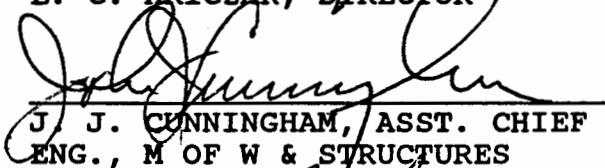
FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION



J. P. LANGE,
ASSISTANT VICE PRESIDENT



L. C. HRICZAK, DIRECTOR

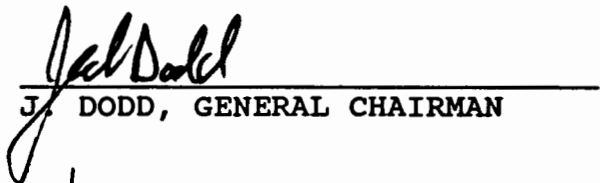


J. J. CUNNINGHAM, ASST. CHIEF
ENG., M OF W & STRUCTURES



C. A. ROODENBURG
LABOR RELATIONS OFFICER

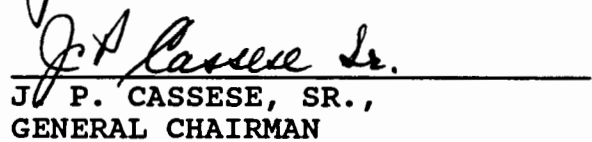
FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES



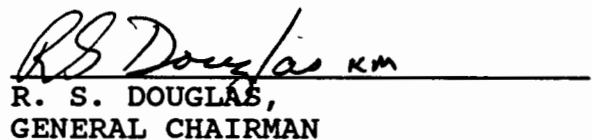
J. DODD, GENERAL CHAIRMAN



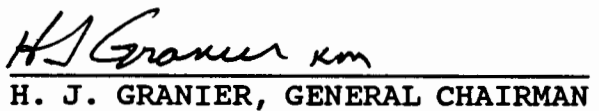
J. J. DAVISON, GENERAL CHAIRMAN



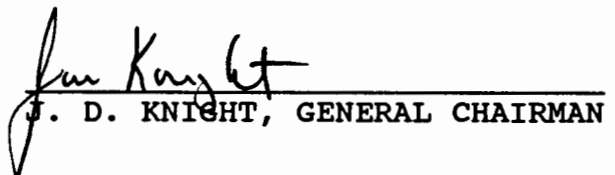
J. P. CASSESE, SR.,
GENERAL CHAIRMAN



R. S. DOUGLAS,
GENERAL CHAIRMAN



H. J. GRANIER, GENERAL CHAIRMAN



J. D. KNIGHT, GENERAL CHAIRMAN

I CONCUR:

M. A. FLEMING, PRESIDENT

ATTACHMENT "A"

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 for 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.



Side Letter No. 1
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 operation 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



J. P. LANGE,
ASSISTANT VICE PRESIDENT-
LABOR RELATIONS

FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES



J. DODD, GENERAL CHAIRMAN



J. J. DAVISON, GENERAL CHAIRMAN



Side Letter No. 1A
June 27, 1992

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

Mr. R. S. Douglas
General Chairman
Alhambra-Jay Building
Suite 260
930 Alhambra Boulevard
Sacramento, CA 95816

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

Mr. H. J. Granier
General Chairman
P. O. Box 329
302 E. Broadway, Suite B
Mayfield, KY 42066

J. D. Knight
General Chairman
7411 Merrell Road
Jacksonville, FL 32211

Dear Sirs:

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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.

Side Letter No. 1A
June 27, 1992
Page Two

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



J. P. LANGE
ASSISTANT VICE PRESIDENT
LABOR RELATIONS


FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYES



J. P. CASSESE, SR.
GENERAL CHAIRMAN



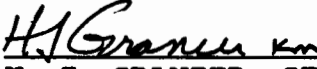
J. DODD, GENERAL CHAIRMAN



J. D. KNIGHT, GENERAL CHAIRMAN



R. S. DOUGLAS, GENERAL CHAIRMAN



H. J. GRANIER, GENERAL CHAIRMAN



Side Letter No. 2
June 27, 1992

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

Mr. R. S. Douglas
General Chairman
Alhambra-Jay Building
Suite 260
930 Alhambra Boulevard
Sacramento, CA 95816

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

Mr. H. J. Granier
General Chairman
P. O. Box 329
302 E. Broadway, Suite B
Mayfield, KY 42066

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

Mr. J. D. Knight
General Chairman
7411 Merrell Road
Jacksonville, FL 32211

Dear Sirs:

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.

Side Letter No. 2
June 27, 1992
Page Two

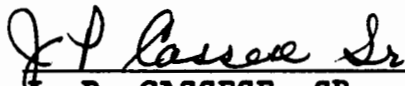
Please indicate your agreement by signing your name in the space provided below.

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION




J. P. LANGE
ASSISTANT VICE PRESIDENT
LABOR RELATIONS

FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES



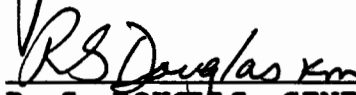
J. P. CASSESE, SR.
GENERAL CHAIRMAN



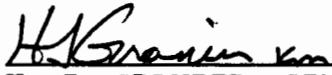
J. DODD, GENERAL CHAIRMAN



J. J. DAVISON, GENERAL CHAIRMAN



R. S. DOUGLAS, GENERAL CHAIRMAN



H. J. GRANIER, GENERAL CHAIRMAN



J. D. KNIGHT, GENERAL CHAIRMAN



Side Letter No. 3
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:

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

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

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

The High Rail Platform Truck will be protected by Operating Rules and Instructions, Rules 829-830 while in operation. These rules provide among other items for Train Order 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
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



J. P. LANGE
ASSISTANT VICE PRESIDENT
LABOR RELATIONS

FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES



J. DODD, GENERAL CHAIRMAN



J. J. DAVISON, GENERAL CHAIRMAN



Side Letter No. 4
June 27, 1992

Mr. J. P. Cassese, Sr.
General Chairman
1165 Markkress 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



J. P. LANGE
ASSISTANT VICE PRESIDENT

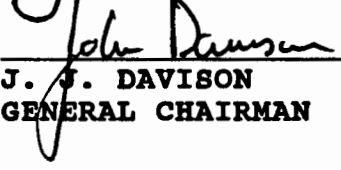
FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES



J. P. CASSESE, SR.
GENERAL CHAIRMAN



J. DODD, GENERAL CHAIRMAN



J. J. DAVISON
GENERAL CHAIRMAN



Side Letter No. 5
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.


This acknowledges that the changes to Rule 89 will be effective on the date of ratification for the Unimat and MDZ units. Contract operators who may be reclassified as technicians, will have ten (10) days to exercise seniority in accordance with the provisions of Rule 18. Prior to becoming a Rule 89 unit, the other positions in such units will be abolished and readvertised. The effective date for the other units added to Rule 89 will be January 1, 1993.

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION



J. P. LANGE
ASSISTANT VICE PRESIDENT

FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES



J. P. CASSESE, SR.
GENERAL CHAIRMAN



J. DODD, GENERAL CHAIRMAN



J. J. DAVISON
GENERAL CHAIRMAN



Side Letter No. 6
June 27, 1992

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

Mr. R. S. Douglas
General Chairman
Alhambra-Jay Building
Suite 260
930 Alhambra Boulevard
Sacramento, CA 95816

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

Mr. H. J. Granier
General Chairman
P. O. Box 329
302 E. Broadway, Suite B
Mayfield, KY 42066

Mr. J. D. Knight
General Chairman
7411 Merrell Road
Jacksonville, FL 32211

Dear Sirs:

This refers to our discussions concerning Rule A of the Interim Agreement dated March 1, 1976, between the Brotherhood of Maintenance of Way Employees and the National Railroad Passenger Corporation.

It is agreed by both parties that while it is not the intent of the parties to either diminish or enlarge the work being performed in a territory under this Agreement, the work generally recognized as work ordinarily performed by the Brotherhood of Maintenance of Way Employees as it has been performed traditionally in the past in that territory will continue to be performed by those employees.

Recognizing that it is extremely difficult to ensure strict compliance to the agreements negotiated by other parties and for management to be fully aware of the intricacies of the past practice at each point, the parties have inserted the word "ordinarily" into the above paragraph. The use of the word ordinarily is designed to preclude Scope/Classification Rule based claims and or grievances which arise as a result of either the assignment of Maintenance of Way employees to perform work customarily performed by other crafts or the erroneous assignment of other crafts to perform work customarily performed by Maintenance of Way employees at that location.

Side Letter No. 6
June 27, 1992
Page Two

It is understood that where specific work assignments result in employee grievances, the parties will endeavor to resolve the difficulties as promptly as possible by joint check between the Director-Labor Relations and the General Chairman, or their designated representatives as necessary. Failing to resolve the matter, it may be handled in accordance with the grievance procedure.

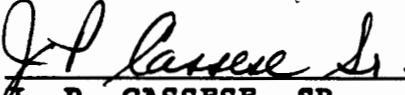
If the foregoing meets with your concurrence, please sign and return the attached copy of this letter.

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION



J. P. LANGE
ASSISTANT VICE PRESIDENT
LABOR RELATIONS

FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYES



J. P. CASSESE, SR.
GENERAL CHAIRMAN



J. DODD, GENERAL CHAIRMAN



R. S. DOUGLAS, GENERAL CHAIRMAN



H. J. GRANIER, GENERAL CHAIRMAN



J. D. KNIGHT, GENERAL CHAIRMAN



Side Letter No. 7
June 27, 1992

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

Dear Mr. Davison:

In addition to the rate adjustments agreed upon in Article I, Section 9, of the June 27, 1992 Agreement, the following regional adjustments shall be similarly made.

NORTHERN DISTRICT

FOREMAN-TRACK (ZONE)	\$12.05 to \$12.67
FOREMAN-WELDER	12.53 to 12.97
WELDER-TRACK	11.85 to 12.31
ASSISTANT TRACK FOREMAN	11.35 to 11.45
TRUCK DRIVER	11.07 to 12.11
TRUCK DRIVER-BOOM	11.81 to 12.11
B&B FOREMAN	12.58 to 13.34
TRACKMAN	10.79 to 10.86
EWE - A	12.61 to 12.73
EWE - C	11.81 to 11.91

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES



J. P. LANGE
ASSISTANT VICE PRESIDENT
LABOR RELATIONS



J. J. DAVISON
GENERAL CHAIRMAN



Side Letter No. 8
June 27, 1992

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

Mr. R. S. Douglas
General Chairman
Alhambra-Jay Building
Suite 260
930 Alhambra Boulevard
Sacramento, CA 95816

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

Mr. H. J. Granier
General Chairman
P. O. Box 329
302 E. Broadway, Suite B
Mayfield, KY 42066

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

Mr. J. D. Knight
General Chairman
7411 Merrell Road
Jacksonville, FL 32211

Dear Sirs:

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

Effective on the date of the Agreement, employees currently paid at 75% of the applicable rates will be paid at 90% of the applicable rates; employees currently paid at 80% of the applicable rates will be paid at 95% of the applicable rates; and employees currently paid at 85%, 90%, or 95% of the applicable rates will be paid at 100% of the applicable rates.

Side Letter No. 8
June 27, 1992

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

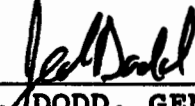


J. P. LANGE
ASSISTANT VICE PRESIDENT
LABOR RELATIONS


FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES




J. P. CASSESE, SR.
GENERAL CHAIRMAN




J. DODD, GENERAL CHAIRMAN



J. J. DAVISON, GENERAL CHAIRMAN



R. S. DOUGLAS, GENERAL CHAIRMAN



H. J. GRANIER, GENERAL CHAIRMAN



J. D. KNIGHT, GENERAL CHAIRMAN



Side Letter No. 9
June 27, 1992

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

Mr. R. S. Douglas
General Chairman
Alhambra-Jay Building
Suite 260
930 Alhambra Boulevard
Sacramento, CA 95816

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

Mr. H. J. Granier
General Chairman
P. O. Box 329
302 E. Broadway, Suite B
Mayfield, KY 42066

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

Mr. J. D. Knight
General Chairman
7411 Merrell Road
Jacksonville, FL 32211

Dear Sirs:


This letter has reference to Article IX - Work Week of our June 27, 1992 Agreement and the November 3, 1976 Special Construction Gang Agreement.

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 providing the bridging requirements of the National Non-Operating Holiday Agreement are met.

Very truly yours,



J. P. Lange
Assistant Vice President
Labor Relations

WE CONCUR:



J. P. CASSESE, SR.
GENERAL CHAIRMAN


R. S. DOUGLAS
GENERAL CHAIRMAN


J. DODD, GENERAL CHAIRMAN


H. J. GRANIER, GENERAL CHAIRMAN


J. J. DAVISON, GENERAL CHAIRMAN


J. D. KNIGHT, GENERAL CHAIRMAN



Side Letter No. 10
June 27, 1992

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

Mr. R. S. Douglas
General Chairman
Alhambra-Jay Building
Suite 260
930 Alhambra Boulevard
Sacramento, CA 95816

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

Mr. H. J. Granier
General Chairman
P. O. Box 329
302 E. Broadway, Suite B
Mayfield, KY 42066

Mr. J. D. Knight
General Chairman
7411 Merrell Road
Jacksonville, FL 32211

Dear Sirs:

In addition to the rate adjustments agreed upon in Article I, Section 9, of the June 27, 1992 Agreement, the following adjustments to the Corporate Agreement rate structure are agreed upon.

FOREMAN - TRACK	\$12.88
MACHINE OPERATOR - A	12.72
MACHINE OPERATOR - B	12.10
B&B MECHANIC	12.12
TRUCK DRIVER - A	12.12
TRUCK DRIVER - B	11.14

Side Letter No. 10
June 27, 1992
Page Two

Further, all monthly rates of pay shall be converted to hourly rates of pay.

Very truly yours,

J P Lange
J. P. Lange
Assistant Vice President
Labor Relations

WE CONCUR:

J P Casese Sr

J. P. CASSESE, SR.
GENERAL CHAIRMAN

J D Knight

J. D. KNIGHT, GENERAL CHAIRMAN

H J Granier

H. J. GRANIER, GENERAL CHAIRMAN

J D Dodd

J. DODD, GENERAL CHAIRMAN

R S Douglas

R. S. DOUGLAS, GENERAL CHAIRMAN