

# 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)/BMWE 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 of this agreement.

**Part B - Cost-of-Living Allowance Through January 1, 2000 and Effective Date of Adjustment**

(a) A cost-of-living allowance, calculated and applied in accordance with the provisions of Part C of this Article except as otherwise provided in this Part, shall be payable and rolled in to basic rates of pay on December 31, 1999.

(b) The measurement periods shall be as follows:

<u>Measurement Periods</u>		<u>Effective Date</u>
<u>Base Month</u>	<u>Measurement Month</u>	<u>of Adjustment</u>
March 1995 plus March 1997	March 1996  March 1998	Dec. 31, 1999

The number of points change in the CPI during each of these measurement periods shall be added together before making the calculation described in Part C, Section 1(e) of this Article.

(c)(I) Floor. The minimum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date 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).

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 (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/BMWE Agreement, dated September 26, 1996.

(b) The increase in the cost-of-living allowance effective January 1, 2001 pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.

(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 (c) 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 percent of the benefits of the savings, while the company receives 80 percent.) However, if total annual savings exceed \$3.0 million per year, 50 percent of those savings shall be paid to employees as a bonus above normal wages and payments.

#### **ARTICLE VI - 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 BMW 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 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 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 BMWWE 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 BMWWE's position that the glidepath is poorly considered transportation policy.

#### **ARTICLE XI - MORATORIUM**

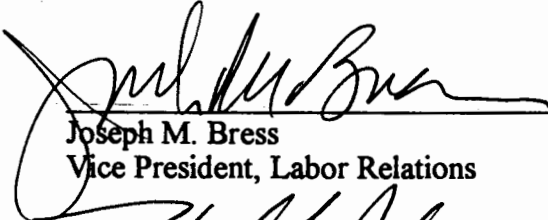
- A. The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the notice dated October 27, 1995, served upon the organization by Amtrak, and all notices served on Amtrak by the organization on or after November 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.

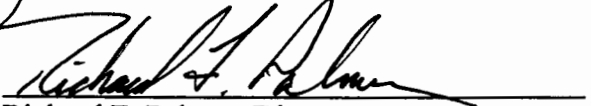


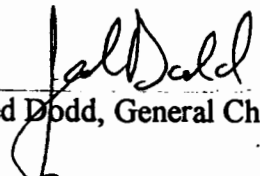
C. This Article will not bar the National Railroad Passenger Corporation and the organization signatory hereto from agreeing upon any subject of mutual interest.

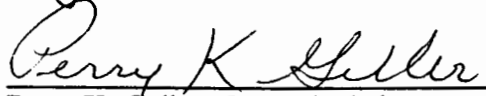
FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

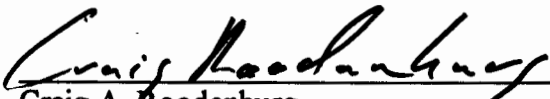
FOR THE BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYEES

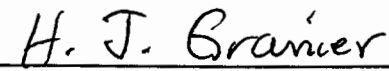
  
\_\_\_\_\_  
Joseph M. Bress  
Vice President, Labor Relations

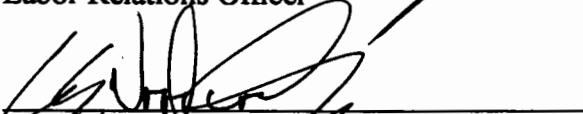
  
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Richard F. Palmer, Director

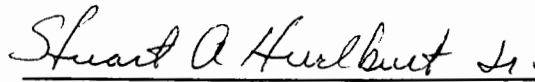
  
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Jed Dodd, General Chairman

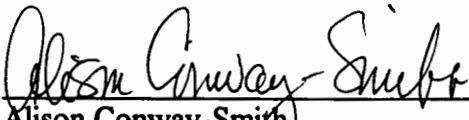
  
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Perry K. Geller, General Chairman

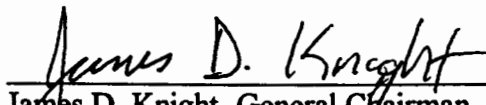
  
\_\_\_\_\_  
Craig A. Roodenburg  
Labor Relations Officer

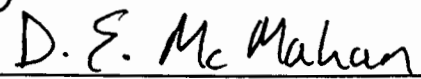
  
\_\_\_\_\_  
H. J. Granier, General Chairman

  
\_\_\_\_\_  
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