

**AGREEMENT**  
**(CORPORATE/OFF CORRIDOR)**

**BETWEEN**

**THE NATIONAL RAILROAD PASSENGER CORPORATION**

**(AMTRAK)**

**AND**

**ITS EMPLOYEES REPRESENTED BY THE**

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

**EFFECTIVE MARCH 1, 1976**

Note: The following is a synthesis in one document of the provisions of the current labor agreement. This is intended as a guide. It is not a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any rules, the terms of the actual negotiated labor agreement shall govern. (Synthesis printed August, 1998)

***Labor Relations Printout: As of November 1, 2000***

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**AGREEMENT**  
**BETWEEN**  
**THE NATIONAL RAILROAD PASSENGER CORPORATION**  
**AND**  
**ITS EMPLOYEES REPRESENTED BY THE**  
**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**  
**(CORPORATE/OFF CORRIDOR)**

The following Interim Agreement shall apply, pending the negotiation of a Systemwide Schedule Agreement, to employees represented by the Brotherhood of Maintenance of Way Employees.

**PREAMBLE**

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

**RULE 1 - SCOPE**

The Rules contained in this Interim Agreement shall govern the hours of service, rates of pay and working conditions of Maintenance of Way Department employees classified as B&B Foreman, Track Foreman, B&B Mechanic, Welder, Machine Operator and Trackman and of other employees of similar classifications under the jurisdiction of the Maintenance of Way Department, except those employees who come within the scope of other existing agreements.

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.<sup>1</sup>

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

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<sup>1</sup> Adopted June 27, 1992.

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.

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.

**RULE 2 - RATES OF PAY**

1. Employees covered by this Interim Agreement (see Appendix Q for a listing of positions) will be paid rates, as adjusted by Agreement dated December 9, 1997.
2. When an employee is temporarily assigned to a position in any job classification other than his regular assignment, he will be paid: if the temporary assignment is for four (4) hours or more on any day, at the rate of the position to which temporarily assigned for the entire day but not less than the rate of his regular assignment; if the temporary assignment is for less than four (4) hours he will be paid four (4) hours at the rate of the position to which temporarily assigned but not less than the rate of his regular assignment.

**RULE 3 - ENTRY RATES**

- (a) Effective June 27, 1992, the entry rate provisions of the existing agreement 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.
- (c) Employees who have had an employment relationship with the carrier and are rehired will be paid at established rates after completion of a total of twenty-four (24) months' combined service.
- (d) Service in a craft not represented by the organization signatory hereto shall not be considered in determining periods of employment under this rule.

- (e) Employees who have had a previous employment relationship with a carrier in a craft represented by the organization signatory hereto and are subsequently hired by another carrier shall be covered by this Article, as amended. However, such employees will receive credit toward completion of the twenty-four (24) month period for any month in which compensated service was performed in such craft provided that such compensated service last occurred within one year from the date of subsequent employment.

**RULE 4 - APPLICATION FOR EMPLOYMENT**

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

**RULE 5 - SENIORITY**

- 1. Seniority of employees covered by this Agreement starts at the time and date their pay starts.
- 2. When two or more employees' pay starts at the same time and date, they shall be given a seniority rank based on the time and date of application for employment.
- 3. Seniority is confined to the Sub-Department in which employed. The Sub-Departments are as follows:
  - 1. TRACK
  - 2. BRIDGE AND BUILDING
- 4. Assignment to positions covered by this Agreement will be based on qualifications and seniority; qualifications being sufficient, seniority will govern.

**RULE 6 - TERMINATION OF SENIORITY**

- 1. The seniority of any employee whose seniority under an agreement with the BMW is established after the date of this Agreement, October 17, 1986, and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.
- 2. The "365 consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an I.C.C. employee protection order or an employee protection agreement or arrangement.
- 3. Subject to Amtrak's legal obligations, when hiring Maintenance of Way employees after October 17, 1986, it will give preference to Maintenance of Way employees of Amtrak who have been furloughed and who apply for employment during such period of furlough and prior to termination of seniority at any location on Amtrak, provided that such furloughed employees are able to meet the physical and other re-employment requirements of Amtrak.

4. In order to be entitled to this preference, such employees must maintain an application at a location designated by Amtrak and keep their current address on record at such location. Failure to comply with these requirements shall constitute relinquishment of this right.

### **RULE 7 – SENIORITY ROSTERS**

1. A seniority roster will be prepared for each Sub-Department and will be revised in January of each year. The rosters will show the name and date of entry of each employee into the service of the Corporation and each employee's seniority date in each class. Employees will be shown on the initial roster as agreed to by the parties. A copy of each roster will be posted on bulletin boards and mailed to the General Chairman.
2. Protest against the seniority date of any employee shown on a roster must be filed in writing within sixty (60) days from the date of posting. Where a seniority date is shown on a roster and no protest is filed within the sixty (60) days, the seniority date shall be considered the established date for subsequent rosters. Clerical or typographical errors are excepted from this provision and may be corrected at the time the rosters are revised.

### **RULE 8 - BULLETIN, ASSIGNMENT AND DISPLACEMENT**

1. New positions or vacancies (except short vacancies of thirty (30) days or less) will be bulletined on bulletin boards on Wednesday. The bulletin shall include whether or not the position is permanent or temporary and the position title (including the type of equipment primarily operated, where applicable), rate of pay, headquarters, work week, rest days, tour of duty and assigned territory. Employees desiring bulletined positions must file written application with the Carrier official signatory to the bulletin within seven (7) days after the bulletin is posted and positions will be awarded to the senior qualified applicant effective not later than fourteen (14) days after the bulletin is closed. This rule shall not be construed so as to require the placing of employees on their awarded positions when properly qualified employees are not available at the time to fill their places, but physical transfers must be made within ten (10) days after effective date of award.

Short vacancies of thirty (30) days or less may be filled by any available qualified employee covered by this Agreement. However, if the employee assigned to a short vacancy under this paragraph is other than the senior employee, he may be displaced by a senior employee on written notice to the supervisory official, provided written notice is made within five (5) days after the position is first filled, or in accordance with paragraphs 3, 4, and 5 of this rule.

2. An employee, after being awarded a bulletined position or permitted to exercise displacement rights, will be allowed thirty (30) calendar days in which to demonstrate his ability to competently perform the job. An employee who fails to qualify within thirty (30) calendar days may return to his former position without loss of seniority, but will acquire no seniority dating on the position for which he failed to qualify if such position is in a higher classification.
3. An employee whose position is abolished may exercise his seniority to any position for which he is qualified held by a junior employee within seven (7) calendar days after the effective time and date of abolishment. An employee who is displaced may exercise his

seniority to any position for which he is qualified held by a junior employee within seven (7) calendar days after the time and date of displacement. Displacements must occur prior to the start of the shift and an employee reporting to the supervisor in charge of the gang in which the displacement is to be made prior to shift start will be allowed a displacement on that date.

4. An employee whose regular position is abolished or who is displaced from his regular position while on 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 this 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.

### **RULE 9 - HOURS OF SERVICE**

1. Except as provided herein or in Rule 29, employees will be assigned to positions scheduled to work eight (8) hours per day exclusive of meal periods, five (5) days per week with two (2) consecutive rest days. On positions the duties of which can reasonably be met in five (5) days, the rest days will be Saturday and Sunday.
2. Work weeks consisting of four (4) days of ten 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 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 gang is established with Saturday and Sunday as rest days.
3. 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.
4. 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.
5. 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.

**RULE 10 - SHIFTS, STARTING TIME AND MEAL PERIODS**

1. One, two or three shifts may be established where necessary to meet service requirements. The starting time of any shift or position may be changed on thirty-six (36) hours notice to the employee effected. Employees working single shifts regularly assigned exclusively to day service will start work between 6:00 a.m. and 8:00 a.m. The starting time for employees assigned to a second shift will be according to requirements. Where three shifts are regularly established no shift will have a starting time between 12:00 o'clock midnight and 6:00 a.m.
2. Meal period will be between the end of the fourth hour and beginning of the seventh hour after starting time. The meal period shall not be less than thirty (30) minutes nor more than one (1) hour. If the meal period is not afforded within the allowed or agreed time limit and is worked, it will be paid for at pro rata rate and thirty (30) minutes with pay in which to eat shall be afforded at the first opportunity starting not later than the beginning of the seventh hour after starting work. A second meal period of thirty (30) minutes with pay will be afforded at the first opportunity after the tenth hour of work. Thereafter, a meal period of thirty (30) minutes with pay shall be afforded at reasonable intervals. The second and subsequent meals shall be furnished by Amtrak.
3. Except as provided in Rule 31, employees' time will begin and end at fixed assembling points such as toolhouses, shops or camp cars.

**RULE 11 - OVERTIME**

1. Time worked preceding or following and continuous with the employee's assignment on regular eight-hour work periods shall be computed on the actual minute basis and paid for at the time and one-half rate, with double time on an actual minute basis after sixteen (16) hours of work in any twenty-four hour period (computed from the starting time of the employee's regular shift), except that overtime shall automatically cease and the pro rata rate shall apply at the starting time of the employee's next regular assigned work period.
2. Employees called to perform work not continuous with the regular work period will be allowed a minimum of two hours and forty minutes (2'40") at the time and one-half rate and, if held on duty in excess of two hours and forty minutes (2'40"), they will be paid on a minute basis at the time and one-half rate for all time worked.
3. Time worked on rest days and holidays will be paid for at the time and one-half rate with double time on an actual minute basis after sixteen (16) hours of work until relieved or until commencement of the employee's next regular assigned work period, whichever occurs first. Such continuous time worked after commencement of the next regular assigned work period shall be paid at the pro rata rate, pursuant to Section 1 of this Rule 11.
4. When necessary to work employees under this Rule, the senior available qualified employees will be called according to the following:
  - (a) Preference to overtime work on a regular work day which precedes or follows and is continuous with a regular assignment shall be to the senior available qualified employee of the gang or the employee assigned to that work.

- (b) Preference to overtime work other than in (a.) above, shall be to the senior available qualified employee at the headquarters who ordinarily and customarily performs such work.
5. Employees will be compensated as if on continuous duty in all cases where the release from duty does not exceed one (1) hour.
  6. In the application of this Rule to furloughed employees temporarily brought into service in emergencies, the starting time for such employees will be considered as the time they are required to report for work.

**RULE 12 - REDUCING FORCES**

1. Not less than five (5) working days' advance notice will be given to regularly assigned employees, not including casual employees or employees who are substituting for regularly assigned employees, whose positions are to be abolished before reductions in force are made.
2. Advance notice before positions are temporarily abolished or forces are temporarily reduced is not required where a suspension of the Corporation's operation in whole or in part is due to a labor dispute between the Corporation and any of its employees.
3. Except as provided in the foregoing paragraph hereof, no advance notice to employees is required before temporarily abolishing positions or making temporary force reductions under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or a labor dispute other than as defined in the foregoing paragraph hereof, provided that such conditions result in suspension of the Corporation's operations in whole or in part. Such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. Notwithstanding the foregoing, any employee who is affected by such an emergency force reductions and reports for work for his position without having been previously notified not to report, shall receive four (4) hours' pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules.

**RULE 13 - RETURNING FROM FURLOUGH**

1. When the Carrier recalls furloughed employees to service, furloughed employees from that Seniority District having seniority in the class will be recalled from furlough in seniority order.
2. An employee who fails to return to service within ten (10) days from date notification-of-recall has been mailed to his last recorded address for a position or vacancy of thirty (30) days or more duration will forfeit all seniority under this Agreement.

Forfeiture of seniority under this Rule will not apply:

- (a) When an employee, within thirty (30) days from date of notification-of-recall, furnishes evidence satisfactory to the officer signatory to notification that failure to respond within ten (10) days was due to conditions beyond his control. Such evidence will be made available to the representative.

3. Furloughed employees may exercise seniority to displace junior employees awarded new positions or recalled to service within fifteen (15) days from the date such junior employees start work on such new positions. Employees desiring to exercise seniority as set forth here must notify the Foreman or supervisory officer in charge not less than twenty-four (24) hours in advance of the starting time of the gang in which they desire to make displacement.

#### **RULE 14 - GRIEVANCES**

1. All claims or grievances other than those involving Discipline must be presented in writing by, or on behalf, of the employee(s) involved, to the supervisor within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the supervisor shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee or the representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented.
2. If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be made within sixty (60) calendar days from receipt of Notice of Disallowance. Failing to comply with this provision, the claim or grievance shall be considered closed. If the officer to whom the appeal is made fails to render a decision in writing within sixty (60) calendar days of date of appeal, the claim or grievance shall be allowed as presented.
3. The requirements outlined in Sections 1 and 2 pertaining to appeal by the employees and decision by the Corporation shall govern in appeals taken to each succeeding official, except in cases of appeal taken from the decision of the Director of Labor Relations. A claim or grievance that is disallowed after appeal to the Director of Labor Relations may be referred to a tribunal established under the provision of the Railway Labor Act, provided such proceedings are initiated within 185 days from the date of the decision of the Director of Labor Relations.
4. The time limits set forth in this Rule may be extended by mutual agreement.
5. Claims or grievances which are allowed or barred on account of failure to comply with the time limits set forth in this Rule shall not constitute a precedent or waiver of contention by either party as to other claims or grievances.
6. This Rule recognizes the right of duly accredited representatives to file and prosecute claims and grievances for and on behalf of the employees.
7. When the U.S. Mail is used, the postmark will govern in determining compliance with the various time limits.<sup>2</sup>

#### **RULE 15 - DISCIPLINE**

1. An employee who has been in service more than ninety (90) calendar days shall not be disciplined or dismissed without a fair and impartial investigation, unless such employee

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<sup>2</sup> Adopted from Agreement dated March 10, 1999.

shall accept such dismissal or other discipline in writing and waive formal investigation. The employee may be held out of service pending such investigation only if his retention in service could be detrimental to himself, another person, or the Corporation.

An employee held out of service pursuant to this rule shall remain under pay as though he were in actual 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 rescheduled within that time, through no fault of the employee or his representative, compensation will again be paid after the fifteen (15) day period.<sup>3</sup>

2. An employee and his representative shall be given written notice in advance of the investigation, such notice to set forth the specific charge or charges against him. No charge shall be made that involves any offense of which the Company has had actual knowledge thirty (30) calendar days or more, except where a civil action or criminal proceeding results from the offense, in which event the charge may be made within thirty (30) days of the final judgement. The investigation shall be held at the city of employment within ten (10) calendar days of the date when notified of the offenses or held from service (subject to one postponement not to exceed an additional twenty (20) calendar days upon written request of the employee or his duly accredited representative).

The Carrier must supply the Organization, five (5) days prior to the hearing, all documents to be used in any investigation.

At such investigation, the employee may be assisted by his duly accredited representative. A decision will be rendered by the investigating officer within ten (10) calendar days after completion of investigation.

3. An employee dissatisfied with the decision shall have the right to appeal to the next highest designated officer, and a conference shall be granted, provided written request is made to such officer and copy furnished to the officer whose decision is appealed within thirty (30) calendar days of the date of receipt of the transcript. A decision will be rendered by the higher designated officer within thirty (30) calendar days from the date the appeal is received or the day of conference, whichever is applicable. Any appeal from such decision shall be made to the Director of Labor Relations.

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

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<sup>3</sup> Adopted December 9, 1997.

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 thirty (30) days of the date of conference.

4. An appeal to the Director of Labor Relations must be made by the employee or his duly accredited representative within thirty (30) calendar days of the date of such decision. A conference on the appeal shall be held between the Director of Labor Relations and the employee or his designated representative of the Organization within thirty (30) calendar days of the date of appeal. A decision on the appeal shall be rendered within thirty (30) calendar days of the date of conference. Any appeal from the decision of the Director of Labor Relations must be made to a proper tribunal, as established under the provisions of the Railway Labor Act within 185 days of the date of such decision. Notification to the Director of Labor Relations, within ninety (90) calendar days from date of his decision, of intent to appeal shall be considered as timely when such appeal is to be heard by a tribunal established under the Railway Labor Act.
5. A copy of the investigation transcript together with copy of any documents placed in the record at the investigation shall be promptly furnished the employee and his representative. When a notation is made against the record of an employee, he will be furnished a copy.
6. If the final decision decrees that the charges against the employee are not sustained, the record shall be cleared of the charge. If held out of service (suspended or dismissed) the employee shall be reinstated and compensated for all time lost, less the amount he earned while out of service.
7. The time limits of this Rule shall not apply to requests for leniency.
8. The time limits set forth in this Rule may be extended by mutual agreement.
9. When the U.S. Mail is used, the postmark will govern in determining compliance with the various time limits.<sup>4</sup>

#### **RULE 16 - ABSENCE FROM WORK**

1. No employee shall absent himself from his assigned position for any cause without first obtaining permission from his supervisor. In case of sickness or emergency he shall, as soon as possible, notify his supervisor or other person in authority when his supervisor cannot be located.
2. An employee who absents himself from work for ten (10) days without notifying the Corporation shall be considered as having resigned from the service and shall be removed from the seniority roster unless he furnished satisfactory evidence of physical disability. Should a dispute arise as to whether or not satisfactory evidence of physical disability has been furnished and the employee makes a written request for an investigation within five (5) days after notice in writing of his removal from the seniority roster, an investigation on the

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<sup>4</sup> Adopted from Agreement dated March 10, 1999.

issue as to whether or not satisfactory evidence of physical disability has been furnished will be held in accordance with Rule 15.

**RULE 17 - JURY DUTY**

1. When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:
  - (a) An employee must exercise any right he may have to secure exemption from jury duty and will be excused from service when necessary without loss of pay to apply for such exemption.
  - (b) An employee must furnish the Corporation with a statement from the court of jury allowances paid and the days on which jury duty was performed.
  - (c) The number of days for which jury duty shall be paid is limited to a maximum for sixty (60) days in any calendar year.
  - (d) No jury pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
  - (e) When an employee is excused from Corporation service on account of jury duty, the Corporation shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

**RULE 18 - VACATION**

The December 17, 1941, Nonoperating National Vacation Agreement, together with amendments and interpretations, is adopted as the Amtrak-Brotherhood of Maintenance of Way Employes Vacation Agreement. (See Appendix C)

Prior continuous railroad service of employees accepting Amtrak employment in this craft and class, who are affected by an assumption of function, will be credited for such prior service to determine length of vacation.

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.<sup>5</sup>

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<sup>5</sup> Adopted December 9, 1997.

**RULE 19 - HOLIDAYS**

The current National Holiday Agreement, generally applicable to railroad employees represented by the BMWE, will be applied to employees covered by this Agreement. The following serves as an example:

- 1. (a) Subject to the qualifying requirements applicable to regularly assigned employees contained in paragraph (b) hereof, each regularly assigned employee shall receive eight (8) hours' pay at the straight time rate of the position to which assigned for each of the holidays below.

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

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

Subject to the applicable qualifying requirements in paragraph (b) hereof, other than regularly assigned employees shall be eligible for the paid holidays for pay in lieu thereof, provided (1) compensation for service paid him by the Company is credited to eleven (11) or more of the thirty (30) days immediately preceding the holiday and (2) he has had a seniority date for at least sixty (60) days or has sixty (60) days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement death, non-compliance with the union shop agreement, or disapproval of application for employment.

- (b) A regularly assigned employee shall qualify for the holiday pay provided in paragraph (a) hereof if compensation paid him by the Company is credited to the workdays immediately preceding and following such holiday. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following the rest days shall be considered the workday immediately following the holiday. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

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

- (i) Compensation for service paid by the Company is credited; or
- (ii) Such employee is available for service.

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

(c) When any of the holidays enumerated below, or the day observed, falls during an employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for in paragraph (a) of this Rule provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes. An employee's vacation period will not be extended by reason of any of the eleven (11) recognized holidays, or the day observed.

(d) Special qualifying provision for employees qualifying for both the Christmas Eve and Christmas Day holiday:

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day", as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day", as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

(e) Under no circumstance will an employee be allowed more than one (1) overtime payment for service performed by him in a holiday which is also a work day, a rest day and/or a vacation day.

2. In situations where personal leave days are taken either immediately preceding or following a holiday, the work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day is considered as the qualifying day for holiday purposes.
3. In all states where proclamations of national and state holidays do not coincide, employees covered by our Agreement will observe holidays designated by the Federal Government. Such holidays as designated by the Federal Government will take precedence over holidays enumerated by the state.

## **RULE 20 - PERSONAL LEAVE**

1. A maximum of two (2) days of personal leave will be provided on the following basis:

(a) Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules shall be entitled to one day of personal leave in subsequent calendar years.

- (b) Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules shall be entitled to two days of personal leave in subsequent calendar years.
2. Personal leave days may be taken upon 48-hours advance notice from the employee to the proper company officer, provided however such days may be taken only when consistent with the requirements of the company's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.
  3. Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
  4. The personal leave days shall be forfeited if not taken during each calendar year. The company shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The company will have the right to distribute work on a position vacated among employees covered by the agreement.
  5. When personal leave days are taken either immediately preceding or following a holiday, the work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day is considered as the qualifying day for holiday purposes.

### **RULE 21 - HEALTH AND WELFARE**

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 employees, 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, (See Appendix "E"), 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 Employees, dated July 29, 1991, imposed pursuant to Public Law 102-29, (unless changed by future collective bargaining between Amtrak and the BMW). Amtrak need not wait for final completion of the joint administrative and trust-details before making the conversion.

Notwithstanding the above provisions, employees covered by this agreement will contribute to health care costs in accordance with the provisions of Article I, Section 5 and Article II, Parts B and C, of the December 9, 1997, AMTRAK/BMWE agreement.<sup>6</sup>

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<sup>6</sup> Adopted December 9, 1997.

**RULE 22 - SUPPLEMENTAL SICKNESS BENEFITS**

Amtrak will provide a "Supplemental Sickness Benefit Plan" similar to the plan provided for in the agreement entered into at Washington, D.C. on May 15, 1973, which became effective July 1, 1973, together with amendments to and interpretations of said agreement. Benefits under this plan will become effective January 1, 1976.

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

**RULE 23 - UNION SHOP & DUES DEDUCTION**

The Union Shop and Dues Deduction provisions as set forth in Appendix A are incorporated in and made a part of this Agreement.

**RULE 24 - CONTRACTING OUT**

1. In the event the Carrier plans to contract out work within the scope of the schedule agreement, the Chief Engineer shall notify the General chairman in writing as far in advance of the date of the contracting transaction as is practicable and in any event not less than 15 days prior thereto.
2. If the General Chairman requests a meeting to discuss matters relating to the said contracting transaction, the Chief Engineer or his representative shall promptly meet with him for that purpose. The Chief Engineer or his representative and the General Chairman or his representative shall make a good faith attempt to reach an understanding concerning said contracting, but if no understanding is reached the Chief Engineer may nevertheless proceed with said contracting, and the General Chairman may file and progress claims in connection therewith.
3. Nothing in this Rule shall affect the existing rights of either party in connection with contracting out. Its purpose is to require the Carrier to give advance notice and, if requested, to meet with the General Chairman to discuss and if possible reach an understanding in connection therewith.
4. (1) Amtrak may not contract out work normally performed by an employee in a bargaining unit covered by a contract between a labor organization and Amtrak or a rail carrier that provided intercity rail passenger transportation on October 30, 1970, if contracting out results in the layoff of an employee in the bargaining unit.<sup>7</sup>  
  
(2) This subsection does not apply to food and beverage services provided on trains of Amtrak.

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<sup>7</sup> Added December 2, 1997, pursuant to Public Law No. 105-134 of the "Amtrak Reform and Accountability Act of 1997."

**RULE 25 - EMPLOYEE INFORMATION**

1. Commencing January 1976, the Corporation will provide each General Chairman with a list of employees who are hired or terminated, their home addresses, and Social Security numbers, if available, otherwise the employees' identification numbers. This information will be limited to the employees covered by this agreement and will be furnished to the respective General Chairmen within whose jurisdiction the employees are hired or terminated. The data will be supplied within thirty (30) days after the end of the month in which the employee is hired or terminated. Where the Corporation can not meet the thirty (30) day requirement, the matter will be worked out with the General Chairman.
2. In regard to additional information concerning employees the Organization represents, the parties are mindful of the recommendation of Emergency Board No. 211 that such general information pertaining to the employment status of the Organization's members should be provided and the Carrier commits itself to providing information on a periodic basis.
3. The employee information specifically referred to in the Emergency Board recommendation that is determined to be readily accessible through the Carrier's data processing system will be provided to the Organization beginning January 1, 1987, or as soon thereafter as reasonable. It is understood that the Carrier will not be required to establish a new data collection system solely for the purpose of complying with this Rule.

**RULE 26 - BEREAVEMENT LEAVE**

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

**RULE 27 - APPOINTMENT TO OFFICIAL OR SUPERVISORY POSITIONS -  
RETENTION OF SENIORITY**

- (1) Employees who are presently or subsequently appointed to supervisory or official positions not subject to the application or exercise of seniority under this Agreement shall retain all their seniority rights and shall continue to accumulate seniority provided they pay a fee no greater than the current dues and assessments being paid by Carrier's employees covered by this Agreement. Existing supervisors or officials not presently required to pay dues shall have sixty (60) days from the effective date of this Agreement [February 13, 1987] to initiate such payments should the Organization require.
- (2) In the event an employee fails to comply with (1) above, the duly accredited representative shall so notify the Director of Labor Relations and the employee. Within thirty (30) days after receipt of a subsequent notification from the Director-Labor Relations the employee will forfeit his seniority unless the employee involved remits all monies due the union.

- (3) Employees appointed to position covered by paragraph (1) of this Rule who are subsequently removed from such positions by the Company (other than through dismissal for cause) may displace any employee with less seniority or may bid on a bulletined vacancy on the seniority roster from which promoted.
- (4) Employees appointed to positions covered by paragraph (1) of this Rule who voluntarily demote themselves may bid on any advertised position thereafter, but may not displace any regular assigned employee.
- (5) The Carrier shall provide the Organization the name and address of all employees who appear on any roster covered by the scope of this Agreement and who hold an official or supervisory position with Amtrak within thirty (30) days of the execution of this agreement or, in the case of employees not presently holding supervisory or official positions with Amtrak, within, thirty (30) days of appointment to a supervisory or official position."
- (6) Employees accepting positions under the jurisdiction of other Union agreements who desire to retain their BMW seniority shall pay a retention fee in accordance with the procedures specified in (1) above.

#### **RULE 28 - HEADQUARTERS**

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

#### **RULE 29 - DISTRICT UNITS**

##### **I. DISTRICT UNITS**

AMTRAK may establish one or more of the following District Units not assigned fixed headquarters to work over a Seniority District.

1. Tie Installation Unit
2. Surfacing Unit
3. Mechanical Brush Gang
4. Rail Laying Gang
5. Undercutting Gang
6. Welding/Joint Elimination
7. Switch and Rail Renewal
8. Bridge and Building Construction Unit

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

1. Crossing Gang
2. Material Distribution Gang

## II. NOTICE TO BE GIVEN

When AMTRAK intends to establish a district unit, it shall give at least thirty (30) days written notice thereof to the General Chairman, such notice to contain information relative to the following:

1. Type of production unit.
2. Description of territory over which it is programmed to work.
3. Length of time production gang will operate.
4. Number of positions in each classification assigned to the unit.
5. Work week
6. Hours of assignment.

## III. ASSIGNMENT TO POSITIONS

1. AMTRAK will bulletin all positions in the unit to the involved seniority district in accordance with the bulletining rules of the Agreement.
2. Assignment will be made in accordance with the assignment and bulletining rules of the Agreement.
3. Vacancies in the units subsequent to its establishment will be advertised to the involved seniority district in accordance with the bulletining rules.

## IV. INCENTIVE ALLOWANCE

1. Under the circumstances provided in V. 4. an incentive allowance of 65?<sup>8</sup> per hour for all hours worked will be applicable to members of District Units. The incentive allowance shall be considered separate and apart from the basic rate of pay and shall not be subject to general wage increases.

## V. WORK WEEK

1. The normal work week for employees assigned to positions in units established pursuant to this Agreement, will consist of five (5) days of eight (8) straight time hours each, with two (2) consecutive rest days. An original determination of whether a unit is to be established for five (5) or four (4) ten-hour days with three (3) consecutive rest days shall be made in the notice given to the General Chairman pursuant to II above. When it is known in advance that

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<sup>8</sup> Incentive allowance increased effective December 1, 1994.

a five (5) day week will not be practicable and feasible for the duration of the unit, those times will be specified in such notice. At all other times, the Assistant Chief Engineer or Deputy Chief Engineer may change the work week from five (5) days to four (4) days, or vice versa, upon at least five (5) days written notice to the involved employees and the General Chairman, except that such changes may be made in less than five (5) days upon concurrence of the General Chairman.

2. Where Amtrak believes an operational requirement exists that the work week of a District Unit include Saturday and/or Sunday then Amtrak will notify the General Chairman in accordance with II.(5) above, fully explaining the operational requirement. Should the General Chairman disagree, a meeting will be promptly held for the purpose of reaching an agreement on the dispute. The district Unit shall not commence until such meeting is held, or until thirty (30) days from date of notification pursuant to II.(5). Agreement for such work week shall not unreasonably be withheld.

If the parties remain in disagreement, AMTRAK may nevertheless put the assignments into effect, subject to the right of the employees to process the disputes as a grievance or claim under the rules agreement, and in such proceedings, the burden will be on AMTRAK to prove that the operational requirements exist.

3. Starting times other than those found in Rule 10 shall be permissible in District Units. However, District Units shall not have a starting time between 12:00 o'clock midnight and 6:00 AM (5:00 AM from May 1 through September 30). The Assistant Chief Engineer or Deputy Chief Engineer may change starting times upon at least five (5) days written notice to the involved employees, except that such changes may be made in less than five (5) days upon concurrence of the General Chairman. Employees whose starting times are changed more than one (1) hour may elect to exercise their seniority in accordance with Rule 8.
4. When either or both of the conditions in (2) and (3) above are applicable to a District Unit, the incentive allowance in IV is applicable to that District Unit.

## VI. TRAVEL ALLOWANCE

1. Employees assigned to positions in District Units established pursuant to this Agreement, will be allowed a travel allowance of:
  - (a) \$12.50<sup>9</sup> for each week end trip from their homes to the headquarters point, including the initial trip in establishing the District Unit.
  - (b) \$12.50 for each week end trip from the headquarters point to their homes, including the final trip after termination of the District Unit.

However, an employee assigned to a unit working a four (4) day week shall forfeit twenty-five percent (25%) [twenty percent (20%) when working a five (5) day week] of such travel allowance for each day of the work week on which compensation paid him by AMTRAK for service performed has not been credited. Compensation referred to in this

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<sup>9</sup> Travel allowance increase effective December 9, 1997.

section is understood to include that received for holidays under Article II of the Agreement of August 21, 1954 as amended.

2. The payment referred to in Section (a) hereof, is to cover any expenses these employees may incur while making such week end trips and is in lieu of all other compensation said employees may be entitled to under the provisions of any other agreement, practice or working condition for such week ends.
3. The provisions of this Article are not applicable to trips made by employees to and from their homes on legal holidays.
4. Each employee assigned to a position in a District Unit established under this Agreement will receive, in addition to regular earnings, a per diem allowance of \$29.50<sup>10</sup> per day for each working day in which he performs compensated service. This allowance is in lieu of any other allowance or provisions by rule, custom or practice relating to travel time, transportation, meals or lodging, however established.
5. Should the headquarters for a particular gang change more than 70 miles from the point originally established, the per diem allowance provided for in Article VI, Paragraph 4 above, will cease and the following will apply:

Employees are entitled to lodging and meals. Amtrak may substitute a \$29.50 per diem allowance in lieu of meals for each work day that covered employees perform compensated service, whether Amtrak provides camp cars or other lodging.

## VII. HEADQUARTERS

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

## VIII. ACCUMULATIVE WORK DAYS FOR VACATION ENTITLEMENT AND HOLIDAYS

1. 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.
2. Holidays falling on the second or third work day of employees assigned to a four (4) ten (10) hour work week, may by agreement between the Assistant Chief Engineer or Deputy Chief Engineer and General Chairman, be changed to the first or fourth work day of the work week.
3. 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

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<sup>10</sup> Par diem's increase effective December 9, 1997.

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

IX. DAYS REFERRED TO - MEANING OF

The days referred to in this Agreement mean calendar days.

**RULE 30 - WORKING LESS THAN FULL DAY WHEN WEATHER CONDITIONS PREVENT WORK BEING PERFORMED**

1. When the foreman and supervisor in charge agree in writing that weather conditions prevent work being performed, employees in the below listed gangs of twelve (12) or more reporting at their regular starting time and place for the day's work will be allowed a minimum of four (4) hours [five (5) hours for four (4) day gangs]; if held on duty beyond four (4) hours [five (5) hours for four (4) day gangs], they will be paid on a minute basis.
  - (1) Track Welding (Aluminothermic)
  - (2) Mechanical Surfacing
  - (3) Gangs where the nature of the work being performed is such that adverse weather conditions would present an extraordinary safety concern.
    - (a) Applicable gangs under (3) above shall be by agreement between the appropriate General Chairman and appropriate Chief Engineer. Concurrence will not be unreasonably withheld nor delayed.
2. The Carrier shall not combine gangs to create units of twelve (12) or more so that this rule can be invoked. Gangs of twelve (12) or more that normally do not work as a unit are not intended to be covered by this Rule.
3. The allowance provided by this rule shall not be used as a basis for determining whether the weather conditions permit work to be performed.
4. Any positions subject to the application of this Rule will have that notification stated on the job advertisement.
5. The Carrier will provide foul weather gear when appropriate.
6. The Carrier must comply with Rule 8 for any position in a gang not filled for that position to be counted toward gang strength.

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**RAIN/WEATHER FORM**

**(APPLICATION OF RULE 30)**

We have mutually discussed the conditions of Rule 30 of the current Amtrak/BMWE Agreement and feel that the weather conditions prohibit our gang from performing their assigned duties for this date.

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

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

We have mutually discussed and agreed to this release.

**RULE 31 – AMTRAK/LABOR PRODUCTIVITY COUNCIL<sup>11</sup>**

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 evaluate labor and management's progress toward those measurable goals.

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

This process would provide a forum for discussion 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 cos-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.

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<sup>11</sup> Adopted December 9, 1997.

3. Reducing other costs associated with job planning and execution.
4. Increasing productivity in core activities such as tie installation, track construction and renewal, bridge reconstruction, catenary inspection, etc.
5. Increasing revenue through on-time performance.

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

Distribution of Benefits of Savings. As productivity enhancement targets are established in all areas, periodic reviews of benchmarked activities shall evaluate progress toward those goals and the value of increased efficiencies and savings to Amtrak's bottom line. Savings of 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 the total annual savings exceeds \$3.0 million per year, 50 percent of those savings shall be paid to employees as a bonus above normal wages and payments.

### **RULE 32 - TRAVEL TIME**

Except as otherwise provided, the following rule will apply to territories governed by the BMWWE 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 mileage reimbursement.
3. This rule does not apply to employees waiting or traveling in the exercise of their seniority rights.

### **RULE 33 - MILITARY TRAINING**

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

### **RULE 34 - LEAVE OF ABSENCE**

1. An employee given a leave of absence will retain and accumulate seniority during the period of such leave of absence.

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

**RULE 35 - SAFETY**

The April 4, 1996, System Safety Agreement, as set forth in Appendix N, will be applicable to employees covered by this Agreement.

**RULE 36 – OFF-THE-TRACK ACCIDENTS**

The benefits and protection provided under the terms and provisions of the agreement covering accidents involving off-the-track vehicles authorized by Railroad to transport employees entered into at Washington, D.C. on February 10, 1971, and effective May 1, 1971, together the amendments and interpretations made or agreed upon by proper authority from time to time, including the changes in benefit levels as set forth in Article X of the September 26, 1996, NCCC/BMWE agreement<sup>12</sup>, will be applied to employees of the Corporation and will be considered part of this Agreement to the same extent it would be if the Corporation were a party to that agreement. Benefits under this Rule 36 will be paid for covered accidents occurring on or after January 1, 1976.

**RULE 37 - SPECIAL ACCOUNTS**

Within six months from the date of this agreement, Amtrak will establish flexible spending accounts for dependent care and health care. The plans will be in accordance with the IRS regulations and applicable laws.<sup>13</sup>

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<sup>12</sup> Article VII of the Agreement dated December 9, 1997.

<sup>13</sup> Agreements dated January 7, 1993.

On or about September 1, 2000, the account will be expanded to include commuter reimbursement accounts. The Commuter Reimbursement will include a Transportation Reimbursement Account and a Parking Reimbursement Account.<sup>14</sup>

**RULE 38 - AMERICANS WITH DISABILITIES ACT<sup>15</sup>**

The Company and Union recognize that legal obligations exist under the Americans with Disabilities Act (ADA) to make reasonable accommodations for certain employees with disabilities. The parties agree to cooperate with respect to making such accommodations.

**RULE 39 - RETIREMENT SAVINGS PLAN**

Amtrak will establish a 401(k) tax-deferred retirement savings plan for its eligible employees represented by the Union signatory below, subject to the following provisions:

1. The plan will be effective July 1, 1994, or as soon thereafter as possible. Eligible employees may make contributions as provided in the Plan through payroll deduction.
2. An eligible employee is an active employee who has completed one year of service as defined in the Plan.
3. Participation in the Plan by any eligible employee shall be voluntary.
4. There will be no contributions to the Plan by Amtrak.
5. Amtrak will take such actions as may be prudent or required by law to maintain the tax qualified status of the Plan.

**RULE 40 - NORTHEAST UNITS<sup>16</sup>**

The provisions of Rule 89 of the BMW-NEC agreement are governing in the establishment of Northeast Units in Albany, New York and on the Massachusetts Bay Transportation Authority (MBTA) Commuter Railroad. A copy of Rule 89 of the BMW-NEC Agreement is included in its entirety in Appendix R.

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<sup>14</sup> Agreements dated July 13, 2000.

<sup>15</sup> Applicable to Seaboard and Pacific Federations.

<sup>16</sup> Adopted June 27, 1992.

**ATTACHMENT A**

**UNION SHOP-DUES DEDUCTION**

**UNION SHOP**

1. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Corporation now or hereafter subject to the rules and working conditions agreement between the parties hereto shall, as a condition of their continued employment subject to such agreement, become members of the union party to this agreement representing their crafts or classes within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in good standing in such union; except that such membership shall not be required of any individual until he has performed thirty (30) days of such compensated service within a period of twelve (12) consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreement.
2. (a) Employees who have secured seniority under the rules and working conditions agreement and who are subsequently regularly assigned or transferred to full-time employment not covered by such agreement or are furloughed on account of force reduction will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment or furloughed as herein provided, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreement they shall, as a condition of their continued employment subject to such agreement, be required to become and remain members in good standing in the union within thirty (30) days from date of their return to such service.  
  
(b) The seniority status and rights of employees granted leave of absence to serve in the Armed Forces shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be governed by Section 1 of this agreement.
3. Nothing in this agreement shall require an employee to become or to remain a member of the union if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other members, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or maintaining membership. For purposes of this Section, dues, fees, and assessments shall be deemed to be “uniformly required” if they are required of all employees in the same status at the same time in the union.
4. (a) The Corporation will furnish to the union information with respect to the employment status of employees represented by it, and which information is pertinent to the administration of this agreement. The union will notify the Corporation in writing of any employee who by reason of failure to comply with the terms of this agreement is not entitled to continue in employment. Upon receipt of such notice, the Corporation will, as

promptly as possible but within ten (10) calendar days of such receipt, so notify the employe concerned in writing by certified mail, return receipt requested, or by personal delivery evidenced by receipt. Copy of such notice shall be given the union. Any employe so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall, within a period of ten (10) calendar days from the date of such notice, request the Corporation in writing to accord him a hearing which shall be held as soon as possible and within ten (10) calendar days of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employe in writing by certified mail, return receipt requested, or by personal delivery evidenced by receipt. Copy of notice of such hearing shall be given to the union and the union shall attend and participate in the hearing. The receipt by the Corporation of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Corporation is rendered. In the event the employe concerned fails to request a hearing as provided herein, the Corporation shall proceed to terminate his employment and seniority not later than thirty (30) calendar days from receipt of the above described notice from the union, unless the Corporation and the union agree otherwise in writing.

- (b) The Corporation shall determine on the basis of the evidence produced at the hearing whether or not the employe has complied with the terms of this agreement, and shall render a decision accordingly. Such decision shall be rendered within ten (10) calendar days of the hearing date and the employe and the union shall be promptly advised thereof. If the decision is that the employe has not complied with the terms of this agreement, his employment and seniority shall be terminated within ten (10) calendar days of said decision, unless the Corporation and the union agree otherwise in writing. If the decision of the Corporation is not satisfactory to the employe or the union, it may be appealed directly to the highest officer of the Corporation designated to handle such appeals. Such appeals shall be taken within ten (10) calendar days of the date of the decision appealed from, and if taken, shall operate to stay action on the termination of employment, until the decision on appeal is rendered. The Corporation shall promptly notify the other party in writing of any such appeal. The decision on such appeal is that the employe has not complied with the terms of this agreement, his employment and seniority shall be terminated within ten (10) calendar days of the date of said decision unless the Corporation and the union agree otherwise in writing. Such decision on appeal shall be final and binding unless within ten (10) calendar days thereof the union or the employe involved requests the selection of a neutral person to decide the dispute as provided in Section 4(c) below. Any request for selection of a neutral person as provided in Section 4(c) below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.
- (c) If within ten (10) calendar days after the date of a decision on appeal by the highest officer of the Corporation designated to handle appeals under this agreement the union or the employe involved requests such highest officer in writing that a neutral person be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Corporation designated to handle appeals under this agreement or his designated representative, the Chief Executive of the

union or his designated representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the Chairman of the National Mediation Board in writing to appoint such a neutral person. The Corporation, the union and the employe involved shall have the right to appear and present evidence at a hearing before such neutral person. Any decision by such neutral person shall be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Corporation, the employe and the union shall be promptly advised thereof in writing. If the position of the employe is sustained, such fees, salary and expenses shall be borne in equal shares by the Corporation and the union. If the position of the employe is not sustained, such fees, salary and expenses shall be borne in equal shares by the Corporation and the union and the employe.

- (d) Time limits specified in this Section may be extended in individual cases by written agreement of the Corporation and the union.
  - (e) The union shall notify the Corporation in writing of the title(s) and address(es) of its officers and representatives who are authorized to serve and receive notices described in this Section. The Corporation shall notify the union of the title(s) and address(es) of its officers or representatives who are authorized to receive the notices described in this Section.
5. The Corporation shall not be required to terminate the employment of any employe until such time as the services of a qualified replacement are available. The determination of whether a qualified replacement is available shall be made jointly by the designated representative of the Corporation and the designated representative of the union. The Corporation, may not, however, retain any employe in service under the provisions of this paragraph for a period in excess of ninety (90) calendar days from the date of the union's original notice or sixty (60) calendar days from the date of the last decision rendered in accordance with Section 4 above. Employes whose service is extended under the provisions of this Section shall not, during such extension, retain or acquire any seniority rights.
  6. An employe whose employment and seniority is terminated pursuant to the provisions of this agreement shall have no time or money claim by reason thereof.
  7. In the event that seniority and employment under the rules and working conditions agreement is terminated by the Corporation under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the union shall indemnify and save harmless the Corporation against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this sentence shall not apply to any case in which the Corporation is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Corporation acts in collusion with any employe; provided further, that the aforementioned liability shall not extend to the expense to the Corporation in defending suits by employes whose seniority and employment are terminated by the Corporation under the provisions of this agreement.

DUES DEDUCTION

8. (a) Subject to the terms and conditions hereinafter set forth, the Corporation will deduct from the wages of employes, membership dues, fees and assessments (excluding fines and penalties) whenever applicable each calendar quarter which are uniformly required as a condition of acquiring or retaining membership in the union upon written and unrevoked authorization of the employe on the form (Individual Authorization Form - Attachment "A") agreed upon by the parties hereto, a copy of which is attached and made a part of this Appendix A.  
  
(b) The designated representative of the union shall promptly notify in writing the Officer or Officers designated by the Corporation of any special assessments or changes in amounts of fees or dues, and shall also furnish to such designated Officer or Officers of the Corporation, the individual authorization forms as provided for herein.
9. (a) Individual authorizations to be effective for a particular calendar quarter must be in the possession of the Corporation not later than the twentieth (20th) day of the month preceding the month in which such deductions are to be made.  
  
(b) The designated representative of the union shall furnish to the Corporation an initial statement in alphabetical order, showing the employe's name, lodge number, Social Security number and amount to be deducted, such statement to be furnished together with individual authorization forms to cover, not later than the twentieth (20th) days of the month preceding the month in which the deductions become effective. Subsequent quarterly deductions will be based on the initial statement, plus a quarterly statement showing additions or deletions, furnished in the same manner as the initial statement required hereby.
10. Said deductions will be made only from wages earned in the first pay period of the second month (February, May, August and November) of each calendar quarter and shall be remitted by check to the Officer designated by the union not later than the end of the month in which deductions are made, accompanied by a list in alphabetical order showing the name of each employe for whom a deduction was made, his lodge number, Social Security number and the amount of the deduction and the total amount of money deducted. If the earnings of the employes are insufficient in the first pay period in the month in which deductions are made to permit the full amount of the deduction, no deduction will be made for that calendar quarter. In the event of any excess or shortage in said deductions for an individual employe, said excess or shortage will be subject to adjustment by the union and the individual employe.
11. The following payroll deductions will have priority over the deductions covered by this Agreement:
  - Federal, state and local taxes.
  - Other deductions required by law and court orders.
  - Amounts due Corporation.
12. The deductions provided for herein shall not be effective with respect to any individual employe until the Corporation has been furnished with written authorization of assignment of

wages of such quarterly membership dues, initiation fees, reinstatement fees, and assessments. Such assignment shall be revocable in writing after the expiration of one year, or upon termination of this Agreement.

13. Responsibility of the Corporation under this arrangement shall be limited to remitting to the union the amount actually deducted from wages of employes pursuant hereto and the Corporation shall not be responsible financially or otherwise for failure to make deductions or for improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employe involved and the union, and any complaints against the Corporation in connection therewith shall be handled by the union on behalf of the employes concerned.
14. The union shall indemnify and save harmless the Corporation from and against any and all claims, demands, liability, losses or damage resulting from the entering into this Agreement or arising or growing out of any dispute or litigation from any deductions made by the Corporation pursuant to this Agreement; except for remitting to the union the monies deducted pursuant to this Agreement; provided, however that this sentence shall not apply to any case in which the Corporation is the plaintiff or the moving party in the action or in which case the Corporation acts in collusion with any employe; provided further, that the aforementioned liability shall not extend to the expense of the Corporation in defending suites by employes as a result of the Corporation's action under this Agreement.
15. In the event of a change in representation of employes now represented by the union this Agreement shall be automatically terminated as of the date official notification is received from the National Mediation Board of such change in representation.

APPENDIX A

INDIVIDUAL AUTHORIZATION FORM

FOR DEDUCTION OF FEES, DUES AND ASSESSMENTS

I hereby assign to the Brotherhood of Maintenance of Way Employes that part of my wages necessary to pay my quarterly union dues as reported to the National Railroad Passenger Corporation by the General Chairman of the Brotherhood of Maintenance of Way Employes as provided under the Dues Deduction provisions of the Agreement entered into by and between the Corporation and the Organization, effective January 1, 1976, and I hereby authorize the Corporation to deduct from my wages all such sums and pay them over to the union as provided for in the said Agreement.

This authorization may be revoked by the undersigned in writing after the expiration of one (1) year or upon the termination date of the Union Shop-Dues Deduction provisions of said Agreement, or upon the termination date of the said Agreement, whichever occurs sooner.

TYPE OR PRINT IN INK

NAME

LAST

FIRST

MIDDLE INITIAL

HOME ADDRESS

STREET AND NUMBER

CITY OR TOWN

STATE

ZIP CODE

DATE

EMPLOYEE IDENTIFICATION NO.

SOCIAL SECURITY NO.

OCCUPATION (POSITION TITLE)

LOCATION

SIGNATURE

LODGE NO.

**APPENDIX B**

**ADDENDUM TO DUES DEDUCTION AGREEMENT**  
**between**  
**NATIONAL RAILROAD PASSENGER CORPORATION**  
**(AMTRAK)**

**and**

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

In conformity with the provisions of the Voluntary Payroll Deduction of Political Contributions Agreement signed August 31, 1979, the parties hereby amend the Dues Deduction Agreement of March 1, 1976, to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms and bases:

- 1 (a) Subject to the terms and conditions hereinafter set forth, the Carrier will deduct from the wages of employees voluntary political contributions upon their written authorization in the form (individual authorization form) agreed upon by the parties hereto, a copy of which is attached, designated "Attachment A" and made a part hereof.  
  
(b) Voluntary political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such authorization will remain in effect for a minimum of twelve (12) months and thereafter until canceled by thirty (30) days' advance written notice from the employee to the Brotherhood and the Carrier by Registered Mail. Changes in the amount to be deducted will be limited to one change in each 12-month period, and any change will coincide with a date on which dues deduction amounts may be changed under the dues deduction agreement.
2. The General Chairman or his designated representative shall furnish the Carrier with copy to the appropriate units of the Brotherhood, an initial statement by lodges, in alphabetical order and certified by him, showing the amounts of deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, and payroll deductions of such amounts will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statement plus a monthly statement showing additions and/or deletions furnished in the same manner as the initial statement required herein above.
3. Monthly voluntary political contribution deductions will be made from wages as the same time that membership dues are deducted from the employee's paycheck.
4. Concurrent with making remittance to the Organization of monthly membership dues, the Carrier will make separate remittance of voluntary political contributions to the Treasurer, Maintenance of Way Political League, together with a list prepared in accordance with the

requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.

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

FOR:

BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES

\_\_\_\_\_/S/  
Richard Bramlett, General  
Chairman

\_\_\_\_\_/S/  
C. F. Foose, General  
Chairman

\_\_\_\_\_/S/  
Sal R. Freccia, General  
Chairman

\_\_\_\_\_/S/  
William E. LaRue, General  
Chairman

\_\_\_\_\_/S/  
Gerald D. Wilson, General  
Chairman

FOR:

NATIONAL RAILROAD PASSENGER  
CORPORATION

\_\_\_\_\_/S/  
J. W. Hammers, Jr., Corporate  
Director, Labor Relations

ATTACHMENT A

INDIVIDUAL AUTHORIZATION FORM

Voluntary Payroll Deductions -  
Maintenance of Way Political League

To

Space for label showing name, address, System Board and local lodge number.

\_\_\_\_\_ Department

Work Location

I hereby authorize and direct my employer \_\_\_\_\_ to deduct from my pay the sum of \$ \_\_\_\_\_ for each month in which compensation is due me, and to forward that amount to the Treasurer, Maintenance of Way Political League. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the Maintenance of Way Political League are conditions of membership in the Union or of employment with the Carrier; that the Maintenance of Way Political League will use the money it receives to make political contributions and expenditures in connection with Federal, State and Local elections.

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

Signed at  
this \_\_\_\_\_ day of \_\_\_\_\_, 19

(personal signature)

Social Security Number

September 24, 1979

Mr. Richard Bramlett  
General Chairman  
SCL Federation of the Brotherhood  
of Maintenance of Way Employes  
4151 Woodcock Drive, Suite 209  
Jacksonville, FL 32207

Mr. C. F. Foose  
General Chairman  
Brotherhood of Maintenance  
of Way Employes  
930 Alhambra Blvd., Suite 260  
Sacramento, CA 95816

Mr. Sal R. Freccia  
General Chairman  
Brotherhood of Maintenance  
of Way Employes  
New York Central System Div.  
16 Court Street, Room 610  
Brooklyn, NY 11241

Mr. Gerald D. Wilson  
General Chairman  
Brotherhood of Maintenance  
of Way Employes  
Illinois Central Gulf  
Federation  
P.O. Box 659  
Fulton, KY 42041

Mr. William E. LaRue, General Chairman  
Pennsylvania Federation of the  
Brotherhood of Maintenance of  
Way Employes  
Land Title Building, Suite 606  
Broad & Chestnut Streets  
Philadelphia, PA 19110

Gentlemen:

This refers to your discussions with Bill Cole of my staff concerning the application of Article X (Union Dues Deduction) of the Mediation Agreement dated October 30, 1978, which the parties adopted pursuant to Letter of Agreement dated January 30, 1979.

As a result of the discussions, it was agreed that effective January 1, 1980, Appendix A (Union Shop - Dues Deduction) to the Amtrak/BMWE Agreement effective March 1, 1976, would be modified to provide for the deduction of dues, initiation fees and assessments (excluding fines and penalties) on a monthly basis, instead of each calendar quarter.

If the foregoing accurately reflects our understanding in this matter, will you please indicate your concurrence by signing in the appropriate space below.

Very truly yours,

/s/

J. W. Hammers, Jr.  
Corporate Director  
Labor Relations

AGREED:

      /s/        
Richard Bramlett  
General Chairman

      /s/        
C. F. Foose  
General Chairman

      /s/        
Sal R. Freccia  
General Chairman

      /s/        
Gerald D. Wilson  
General Chairman

      /s/        
William E. LaRue  
General Chairman

Synthesis of Nonoperating (M of W) National Vacation Agreements

**APPENDIX C**

**VACATIONS**

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

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

-----

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

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

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

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

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

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

Art. III-VACATIONS-Section 1(c)-3/10/78 Agreement

Art. III-VACATIONS-Section 1(c)-11/21/81 Agreement)

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

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

Art. III-VACATIONS-Section 1(d)-3/10/78 Agreement

Art. III-VACATIONS-Section 1(d)-11/12/81 Agreement)

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

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

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

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

- (g) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Section 3 - 12/17/41 Agreement)

An employee's vacation period will not be extended by reason of any of the eleven recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, Personal Holiday) or any day which by agreement has been substituted or is observed in place of any of the eleven holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

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

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

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

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

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

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

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

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

(Section 5 - 12/17/41 Agreement)

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

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

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

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

(Section 6 - 12/17/41 Agreement)

7. Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:
  - (a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment.
  - (b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this agreement.
  - (c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.
  - (d) An employee working on a piece-work on tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.
  - (e) An employee not covered by paragraphs (a), (b), (c) or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

(Section 7 - 12/17/41 Agreement)

8. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason, whatsoever, including but not limited to retirement, resignation,

discharge, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

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

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

(Section 9 - 12/17/41 Agreement)

10. (a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.
- (b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.
- (c) No employee will be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.

(Section 10 - 12/17/41 Agreement)

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

(Section 11 - 12/17/41 Agreement)

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

- (b) As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute “vacancies” in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.
- (c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

(Section 12 - 12/17/41 Agreement)

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

(Section 13 - 12/17/41 Agreement)

- 14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall be referred for decision to a committee, the carrier members of which shall be the Carriers’ Conference Committees signatory hereto, or their successors; and the employee members of which shall be the Chief Executive of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the Carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

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

(Section 14 - 12/17/41 Agreement)

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

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

notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

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

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

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

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

**APPENDIX D**

**AGREED UPON INTERPRETATIONS - BEREAVEMENT LEAVE**

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

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

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

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

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

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

Q-3. Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday day purposes?

A-3. No, however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-4. Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or step-children?

A-4. Yes as to half-brothers or half-sisters; no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

**APPENDIX E**

**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 E 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 the 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 E and Amtrak.

OCCUPATIONAL HEALTH WORK RELATED INJURY PROJECT<sup>16</sup>

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

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

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<sup>16</sup> Article VI of the Agreement dated December 9, 1997.

**APPENDIX F**

Side Letter No. 1A  
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:

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.



**APPENDIX G**

**CALIFORNIA COMMUTER SERVICES AGREEMENTS**

October 4, 1991

Mr. R. S. Douglas, General Chairman  
Brotherhood of Maintenance of Way Employes  
Suite 260, Alhambra Jay Building  
903 Alhambra Boulevard  
Sacramento, California 95816

Dear Mr. Douglas:

This has reference to our telephone conversation of September 24, 1991, and Amtrak's desire to become the operator of commuter services as they develop in the state of California.

As mentioned, we are currently one of two remaining bidders for the Los Angeles area commuter service. It would be helpful to Amtrak in obtaining this service if we could agree upon the following for presentation to the Southern California Regional Railroad Authority before October 11, 1991.

- (1) It is agreed that the classification of Track/B&B Mechanic is established at the rate of \$11.41 per hour.
- (2) It is recognized that the operation of commuter service does not constitute intercity rail passenger service and that Appendix C-2 is not applicable to such operations.
- (3) The organization agrees that Amtrak may pay performance bonuses to its member employees if Amtrak and a commuter authority enter into an agreement requiring Amtrak to make such payments.

If the foregoing is agreeable to the organization, please indicate by signing in the space provided below and returning the original to me for implementation.

Very truly yours,

/S/

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

\_\_\_\_\_/S/  
R. S. Douglas, General Chairman

December 13, 1991

Mr. R. S. Douglas, General Chairman  
Brotherhood of Maintenance of Way Employees  
Suite 260, Alhambra-Jay Building  
903 Alhambra Boulevard  
Sacramento, California 95816

Dear Mr. Douglas:

This refers to our December 12, 1991 discussion concerning Amtrak's desire to operate commuter service in behalf of the Peninsula Corridor Study Joint Powers Board, hereinafter referred to as the Peninsula Commute Service (PCS).

In order for Amtrak to be in a competitive position to be a successful bidder for this service and in light of the fact that the operation of such service will benefit both the employees and Amtrak, it was agreed as follows:

- 1) Amtrak will notify the General Chairman thirty days prior to Amtrak's operation of service.
- 2) This service will constitute a separate seniority district which will encompass all territory involved in the operation of the PCS;
- 3) Amtrak will offer employment to Southern Pacific employees in a manner agreed to by the General Chairman and the Director-Labor Relations;
- 4) The classification of Track/B&B Mechanic is established at the rate of \$11.41 per hour.
- 5) The parties recognize that this commuter service does not constitute intercity rail passenger service and that accordingly, Appendix C-2 would not apply to this service.



February 3, 1994

Mr. R. S. Douglas, General Chairman  
Brotherhood of Maintenance of Way Employees  
Alhambra-Jay Building  
Suite 260  
903 Alhambra Boulevard  
Sacramento, CA 95816

Dear Mr. Douglas:

This refers to our discussions concerning Amtrak's desire to operate commuter service between Oceanside and San Diego in behalf of the North San Diego County Transit Development Board.

In order for Amtrak to be in a competitive position to be a successful bidder for this service and in light of the fact that the operation of such service will benefit both the employees and Amtrak, it was agreed as follows:

- 1) Amtrak will notify the General Chairman thirty days prior to Amtrak's operation of service;
- 2) This service will constitute a separate seniority district which will encompass the territory involved in the contract for the Oceanside to San Diego commuter service;
- 3) The classification of Track/B&B Mechanic is established for this service. Amtrak agrees to pay BMWE employees at the applicable Amtrak rate or the prevailing wage rate determination made by the Director of Industrial Relations pursuant to California Labor Code, whichever is higher.
- 4) The parties recognize that this commuter service does not constitute intercity rail passenger service and that accordingly, Appendix C-2 would not apply to this service.
- 5) The organization agrees that Amtrak may pay performance bonuses to its member employees if Amtrak and a commuter authority enter into an agreement requiring Amtrak to make such payments.



April 29, 1998  
File: BMW-PCS-AGMT

Mr. David E. McMahon  
General Chairman  
Brotherhood of Maintenance of Way Employees  
Alhambra-Jay Building, Suite 260  
930 Alhambra Blvd.  
Sacramento, CA 95816

Dear Mr. McMahon:

This regards our discussions in Sacramento on November 18, 1997 and December 18, 1997, and subsequent discussions concerning providing Flagman and Watchman protection to third party contractors on the Cal Train Commuter Service (formerly the Peninsula Commute Service).

To address the issues discussed pertaining to this service the parties have agreed to the following.

Pursuant to the notice requirements of Section 11 of Rule 29, the relevant information pertaining to said Flagging Gang is as follows:

- |   |   |
|---|---|
| 1. Type of Production Unit                                    | Flagging Gang   |
| 2. Territory over which it will be assigned                   | <i>Cal Train</i> Territory  |
| 3. Length of time gang will operate                           | Two years from date of inception with possible extensions of up to three additional years in one year increments.   |
| 4. Number of positions by classification assigned to the unit | The initial gang will consist of 8 employees. A combination of flagmen and watchmen will be employed based on service requirements. This force will be increased incrementally. |
| 5. Work Week  | 5 day work week, Monday through Friday.   |
| 6. Hours of assignment  | This will be a three (3) shift operation  |

In lieu of any and all payments, reimbursements, and per diems set forth in Rule 29 of the Agreement, employees assigned to this gang will be paid a per diem in the amount of \$45.00 per day for each day of compensated service as a Flagman or watchman.

Headquarters for employees assigned to this unit shall be variable and employees so assigned shall report directly to the work site.

Mileage reimbursement will be paid only in connection with the authorized use of personal vehicles for business related travel required during the shift.

All employees assigned to this unit who are Rules qualified and qualified under MW 1000 will be compensated at the Foreman rate while performing service as Flagmen. At least one (1) of the following minimum job components must be part of the assignment in order for it to be considered Flagman work:

1. Track Inspection
2. Coordination of work and or providing direction to employees junior or subordinate.

Service not including at least one (1) of the above listed duties shall be compensated at the Watchman rate.

The starting times of employees assigned to this gang may be changed upon thirty-six (36) hours notice to the employees. Said notice may be in verbal or written form at the election of management. Employees assigned to this gang may not elect to exercise seniority as a result of a change of starting time, providing at least thirty-six (36) hours notice has been provided.

This agreement may be canceled by either party upon fifteen (15) days notice.

If this correctly sets forth our understanding, please indicate your concurrence by signing in the space provided below.

Very truly yours,

/s/ Thomas W. Flemming  
Thomas W. Fleming  
Manager, Labor Relations  
Amtrak West

/s/ D. E. McMahon  
David E. McMahon  
General Chairman, BMWE

/s/ R. F. Palmer  
R. F. Palmer TWF  
Director

/s/ Louis R. Below  
Louis Below  
Vice General Chairman

/s/ R. B. Wehrli  
R. B. Wehrli  
Vice President

**APPENDIX H**

January 18, 1985

Mr. F. E. Wallace, General Chairman  
Seaboard Federation  
Brotherhood of Maintenance of Way Employes  
4141 Woodcock Drive, Suite 209  
Jacksonville, Florida 32207

Dear Mr. Wallace:

Reference is made to previous correspondence and discussions regarding maintenance of way functions at Carrier-owned station facilities within the state of Florida.

It is agreed that the present work force at Hialeah, Florida would be increased to a Foreman and three Track/B&B Mechanics. Such employees may be utilized at Tampa, Sanford, and Jacksonville, with Hialeah designated as their headquarters point.

Such employees may be assigned to perform all maintenance of way functions, including bridges and buildings and track work. Effective February 15, 1985, the applicable rate of pay for such Track/B&B Mechanics will be \$10.76 per hour and the Foreman will continue to receive the current rate of pay.

Transportation of the employees from their headquarters point to the various work locations will be provided by the Carrier. Also, employees will be furnished or reimbursed for reasonable and actual lodging and meal expenses.

If the foregoing meets with your approval, please indicate your concurrence by affixing your signature in the space provided below and returning one copy for our files.

Very truly yours,

/S/

C. B. Thomas  
Corporate Director  
Labor Relations

I CONCUR:

\_\_\_\_\_/S/  
F. E. Wallace, General Chairman

**APPENDIX I**  
**MICHIGAN DISTRICT AGREEMENTS**

February 28, 1978

Mr. Sal R. Freccia, General Chairman  
Brotherhood of Maintenance of Way Employes  
Consolidated Rail System Federation  
16 Court Street RM 610  
Brooklyn, NY 11241

Dear Mr. Freccia:

This confirms the understanding reached in conference today that the employees represented by your Organization employed in the "Michigan District," the line of railroad extending between Michigan city, Indiana, and Kalamazoo, Michigan, and subject to the Implementing Agreement NEC-1 of April 21, 1976, will be governed by the following conditions:

The Interim Agreement between the National Railroad Passenger Corporation (AMTRAK) and the employees represented by the Brotherhood of Maintenance of Way Employes, effective March 1, 1976, shall be applicable except as modified below:

It is understood and agreed that the Classifications and Rates of Pay applicable in the Michigan District, which were in effect prior to the December 1, 1976 Assumption by AMTRAK, are subject to the terms and provisions of the National Wages and Rules Agreement of January 29, 1975, between the Brotherhood of Maintenance of Way Employes and the National Carriers Conference Committee. Such rates of pay effective July 1, 1977 (revised effective December 9, 1997), are set forth below:

|                     | <u>HOURLY</u> | <u>MONTHLY</u> |
|---------------------|---------------|----------------|
| B&B Foreman         | \$1,382.15    |                |
| * "A" Track Foreman |               | 1,390.39       |
| * "B" Track Foreman |               | 1,342.28       |

S. R. Freccia

-2-

February 28, 1978

|   | <u>HOURLY</u> | <u>MONTHLY</u> |
|---|---------------|----------------|
| * I&R Track Foreman, Working Alone                  |               | \$1,354.78     |
| Assistant Track Foreman                             |               | 1,265.22       |
| ** "A" Machine Operator                             | \$7.59        |                |
| ** "B+" Machine Operator                            | 7.66          |                |
| ** "B" Machine Operator                             | 7.37          |                |
| ** "C" Machine Operator                             | 6.36          |                |
| Repairman M.W. Equipment                            | 7.63          |                |
| Asst. Repairman M.W. Equipment/<br>Vehicle Operator | 7.20          |                |
| Welder  | 7.42          |                |
| Welder Helper                                       | 6.83          |                |
| Boom Truck Operator                                 | 6.46          |                |
| B&B Mechanic  | 7.06          |                |
| Casual Auto Truck Operator                          | 6.38          |                |
| Trackman  | 6.26          |                |
| * See Attachment "A"                                |               |                |
| ** See Attachment "B"                               |               |                |

The above rates include the cost-of-living allowance of 31% currently in effect.

The rates agreed upon herein will be subject to any rate increases resulting from current negotiations on wage and rules.

S. R. Freccia

-3-

February 28, 1978

A single seniority district will be established covering the above-described territory. The employees transferred to AMTRAK by the Implementing Agreement NEC-1 shall be accorded a seniority

date on the district roster in accordance with their existing railroad seniority in the class and craft.

If the foregoing correctly reflects our understanding in this matter, please so indicate by affixing your signature in the space provided below, returning a signed copy for our files.

Very truly yours,

/S/

J. W. Hammers, Jr.  
Corporate Director  
Labor Relations

I CONCUR:

\_\_\_\_\_/S/  
Sal R. Freccia, General Chairman

Attachment "A"

"A" Track Foreman rate of pay applies when the gang consists of more than 20 men, exclusive of the Foreman.

"B" Track Foreman rate of pay applies to all other Track Foreman positions.

Inspection and Repair gangs may consist of one Foreman and one Trackman. Where a gang is manned only by a Foreman his rate of pay will be \$12.50 per month over the "B" Foreman rate of pay.

Corp. BMWE - Michigan  
Attachment "B"<sup>17</sup>

MACHINE OPERATORS

CLASS A

Grove Truck Crane  
Crane - Locomotive Type  
Front End Loader - 2 yard bucket or more

Burro Crane  
Crane - 15 Ton capacity or more  
Road Grader

CLASS B+

Tamper with raising and lining attachments

CLASS B

Auto Spiker  
Tie Saw or Shear  
Speed Swing  
Tamper without lining and raising attachments  
Tie Bed Scarifier  
Bulldozers  
Snow Plows  
Grade All  
Rail Heater  
Cribber - self-propelled  
Forklift  
Compactor - Shoulder  
Spike Puller - self-propelled  
Tractor with mower or other attachments

Cranes under 15 Ton Capacity  
Ballast Regulator  
Tie Handler  
Backhoe  
Tie Inserter  
Jordan Spreaders  
Compactor, Crib and Shoulder  
Jet Snow Plow  
Anchor Machine - self-propelled  
Grade All Crawler  
Front End Loader - less than 2 yard bucket  
Plate Jack - self-propelled  
Stabilizer  
Track Cart with air compressor

CLASS C

Chain Saw  
Bolt Machine  
Rail Slotter  
Anchor Applier  
Adzer  
Rail Drill  
Tie Cribber

Spike Puller  
Tie Borer  
Rail Lifter  
Portable Tie Renewer  
Gauger  
Rail Saw  
Plate Jack without seat

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<sup>17</sup> Revised May 18, 1998 (Letter Agreement of April 28, 1998).

January 3, 1997

Mr. P. K. Geller, General Chairman  
Brotherhood of Maintenance of Way Employes  
Consolidated Rail System Federation  
58 Grande Lake Drive  
Port Clinton, OH 43452

Dear Mr. Geller:

This will confirm our understanding to establish the following classification on Amtrak's Michigan District:

|                             |               |
|-----------------------------|---------------|
|                             | <u>Hourly</u> |
| Equipment Repairman Foreman | 16.9900       |

The referenced rate includes the cost-of-living allowance of 35? per hour, now in effect.

If the foregoing accurately reflects our understanding in this matter, please sign in the space provided below and return a copy to our files.

Very truly yours,

/S/

R. F. Palmer  
Director-Labor Relations

I CONCUR:

                  /S/                    
P. K. Geller  
General Chairman

1-9-97

**APPENDIX J**  
**LETTER AGREEMENTS APPLICABLE AT**  
**CHICAGO, ILLINOIS**

April 7, 1976

Mr. R. N. Mogle, General Chairman  
Brotherhood of Maintenance of  
Way Employes  
Suite 606, Land Title Building  
Broad & Chestnut Streets  
Philadelphia, PA 19110

Dear Mr. Mogle:

This will confirm telephone conference-agreement of April 5, 1976, establishing two (2) Maintenance of Way Employe gangs consisting of the following classifications:

Track Foreman

Welder

Trackman

These forces will be assigned to perform service at our Chicago Coach Yard and Diesel Facility (in the former Penn Central yards), and at our 18th and 21st Street Coach Yards and Engine House, which is presently scheduled for assumption from the Santa Fe Railroad June 1, 1976.

One gang will work from 6:30 a.m. to 5:00 p.m., Monday through Thursday, with a 30 minute meal period. The second gang will work from 6:30 a.m. to 5:00 p.m., Thursday through Sunday, with a 30 minute meal period.

If the foregoing correctly reflects our understanding, please affix a signature below and return one copy.

Very truly yours,

/S/

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

I CONCUR:

\_\_\_\_\_/S/  
R. N. Mogle, General Chairman  
Brotherhood of Maintenance of  
Way Employes

May 24, 1976

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

Dear Mr. Mogle:

This will confirm telephone conference-agreement of May 24, 1976, establishing two (2) Maintenance of Way Employe gangs consisting of the following classifications:

B&B Foreman  
B&B Mechanics

These forces will be assigned to perform service at our Chicago Coach Yard and Diesel Facility (in the former Penn Central yards), and at our 18th and 21st Street Coach Yards and Engine House, which is presently scheduled for assumption from the Santa Fe Railroad June 1, 1976.

One gang will work from 6:30 a.m. to 5:00 p.m., Monday through Thursday, with a 30 minute meal period. The second gang will work from 6:30 a.m. to 5:00 p.m., Thursday through Sunday, with a 30 minute meal period.

If the foregoing correctly reflects our understanding, please affix a signature below and return one copy.

Very truly yours,

/S/

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

I CONCUR:

           /S/  
R. N. Mogle, General Chairman  
Brotherhood of Maintenance of  
Way Employes

June 19, 1978

Mr. William E. LaRue, General Chairman  
Pennsylvania Federation of the Brotherhood of Maintenance of Way Employes  
Land Title Building - Suite 606  
Broad and Chestnut Streets  
Philadelphia, PA 19110

Dear Mr. LaRue:

This confirms our understanding to establish the following classifications at the Maintenance Facility, Chicago, Illinois:

|                            | <u>Hourly</u> |
|----------------------------|---------------|
| Repairman, M. W. Equipment | \$7.66        |
| Truck Driver               | 6.38          |

It was further understood that the rates agreed upon herein will be subject to any rate increases resulting from the current national wage and rules movement.

The above rates include the cost-of-living allowance of \$0.15, now in effect.

If the foregoing accurately reflects our understanding in this matter, please sign in the space provided below and return a copy for our files.

Very truly yours,

/S/

J. W. Hammers, Jr.  
Corporate Director  
Labor Relations

AGREED:

          /S/          , JUNE 23, 1978  
William E. LaRue, General Chairman

August 3, 1979

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

Dear Mr. LaRue:

This refers to our previous conversation concerning the equipment presently being operated at the Maintenance Facility, Chicago, Illinois.

In this connection, we propose that the attachment to the Memorandum of Agreement dated April 7, 1977, be amended to include the following machines, class indicated:

CLASS A

Road Grader  
Front End Loader

CLASS B

Bobcat Loader

CLASS C

Snow Blower  
Huck Bolt Machine  
Tractor Operator

Will you please indicate your concurrence by signing in the space below and returning one copy for our files.

Very truly yours,

/S/

J. W. Hammers, Jr.  
Corporate Director  
Labor Relations

I CONCUR:

/S/ , AUGUST 7, 1979  
William E. LaRue, General Chairman

**APPENDIX K**  
**CORPORATE RULES**  
**LETTER AGREEMENTS**

January 26, 1976

Mr. H. C. Crotty, President  
Maintenance of Way Employes  
12050 Woodward Avenue  
Detroit, Michigan 48203

Dear Mr. Crotty:

In order to avoid any dispute at the Beech Grove Maintenance Facility as to the application of the Machine Operator rate provided for in the Agreement of January 26, 1976, it is understood that an employe who is assigned to operate a tractor with a Front End Loader or a Back Hoe, or both, will be paid the Machine Operator rate.

Very truly yours,

/S/

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

I AGREE:

\_\_\_\_\_/S/  
H. C. Crotty, President  
Maintenance of Way Employes

January 26, 1976

Mr. H. C. Crotty, President  
Maintenance of Way Employes  
12050 Woodward Avenue  
Detroit, Michigan 48203

Dear Mr. Crotty:

Please refer to our discussion regarding the application of Rules B [Rates of Pay] and C [Seniority] of the "Interim Agreement" covering Amtrak's Maintenance of Way Employes.

It was agreed that, at the Beech Grove Maintenance Facility, employes may be assigned temporarily to a position in any job classification other than their regular assignment without regard to the Sub-Department in which they hold seniority.

If this meets with your approval, please this letter in the space provided below and return one (1) signed copy to me.

Very truly yours,

/S/

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

I AGREE:

\_\_\_\_\_/S/  
H. C. Crotty, President  
Maintenance of Way Employes



ATTACHMENT

MACHINE OPERATORS

CLASS A

Tie Inserter  
Tamper with raising and lining attachments  
Burro cranes  
Truck cranes  
Bulldozers  
Jordan spreaders  
Snow plows  
Road grader \*  
Front end loader \*

CLASS B

Auto spiker  
Tie saw or shear  
Ballast regulator  
Speed swing  
Tamper without lining and raising attachments  
Tie handler  
Backhoe  
Self-propelled anchor applying machines  
Bobcat loader \*

CLASS C

Spike puller  
Bolt machine  
Tie borer  
Rail slotter  
Rail lifter  
Snow blower \*  
Huck Bolt machine \*  
Tractor operator \*

\* Included by letter agreement, dated August 3, 1979. Applicable only at the Maintenance Facility, Chicago, Illinois.



**APPENDIX L**  
**MBTA AGREEMENTS**

December 15, 1986

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

Dear Sir:

This will confirm that during discussions that lead to the MBTA Implementing Agreement dated December 6, 1986, it was agreed that the following rates would be applicable on the MBTA Commuter Railroad for the positions indicated.

|                         |                    |
|-------------------------|--------------------|
| TRACK FOREMAN           | \$12.1400 per hour |
| I & R FOREMAN           | 12.1400 per hour   |
| WELDING FOREMAN         | 12.2300 per hour   |
| ASSISTANT TRACK FOREMAN | 11.5800 per hour   |
| B&B MECHANIC FOREMAN    | 12.4300 per hour   |
| B&B MECHANIC            | 11.4200 per hour   |
| TRACKMAN                | 10.2600 per hour   |
| WELDER                  | 11.7000 per hour   |
| M.O. "A" RATE           | 11.9900 per hour   |
| M.O. "B" RATE           | 11.4100 per hour   |
| M.O. "C" RATE           | 11.2200 per hour   |
| TRUCK DRIVER "B"        | 10.5000 per hour   |
| TRUCK DRIVER "A"        | 11.4200 per hour   |
| DRAWBRIDGE OPERATOR     | 10.9410 per hour   |
| WATCHMAN/HIWAY          | 10.2600 per hour   |

Very truly yours,

/S/

W. O. Cole  
Director-Labor Relations

cc: W. E. LaRue

February 13, 1987

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

Dear Sir:

This letter has reference to our discussions concerning the Carrier's requirements for operation of the MBTA Commuter Railroad as they relate to certain Truck Driver positions.

During the above discussion, the Carrier expressed a requirement to being up to and including three (3) Truck Driver positions between the hours of 12:00 o'clock midnight and 6:00 AM.

This will confirm our agreement to the establishment of such positions and the exception of them from Rule "G". The Carrier will provide an incentive allowance of .55 per hour for all hours worked by incumbents of those positions in addition to their basic rate of pay. This incentive allowance shall be considered separate and apart from the basic rate of pay and shall not be subject to general wage increases.

If the foregoing accurately reflects our understanding, please sign where indicated below.

Very truly yours,

/s/

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

\_\_\_\_\_/s/  
J. P. Cassese  
General Chairman

**APPENDIX M**

**NATIONAL DENTAL PLAN**

Employees represented by the Brotherhood of Maintenance of Way Employees receive the benefits contained in the Railroad Employees' National Dental Plan agreement, dated March 1, 1976, as amended. That plan is administered by the Aetna Insurance Company under Group Policy GP-12000.

Benefit levels agreed to in the agreement between the National Carriers Conference Committee and the Brotherhood of Maintenance of Way Employees, dated July 29, 1991, imposed pursuant to Public Law 102-29, will be applicable.

**APPENDIX N**  
**SYSTEM SAFETY AGREEMENT**

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

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

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

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

**II. New Hire Training**

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

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

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

- B. An outline of the New Hire Training Program to be followed in the initial training provided under paragraph "A" above, is included as Attachment 1 to this agreement. The length or content of the new hire training program shall not be changed without advance approval of the Safety Advisory Committee.
- C. New employees shall be paid at the applicable pro-rata rate for time spent in training outlined above.

### **III. General Training**

- A. All employees who work on or near tracks or along the right of way shall be provided annual training on Rules governing Protection Against Trains.
- B. All employees who work in electrified territory shall receive training on AMT-2 - Electrical Operating Instructions, every two years.
- C. Employees in the Electric Traction Department shall be trained and qualified on CPR annually.
- D. Safety Training will be available in areas such as:
  - \* Personal Protective Equipment
  - \* HAZ-COM
  - \* Respiratory
  - \* Lead
  - \* Asbestos

- \* Hearing
- \* Confined Space
- \* Fall Protection
- \* Operating Rules
- \* Lockout/Tagout
- \* Other training that may be offered by Amtrak, generated by the Safety Advisory Committee or required by law

- E. Amtrak shall insure that all training required by applicable law or company policy is available and provided to affected employees.
- F. Employees participating in training under this Article shall be paid for time spent in such training in accordance with the applicable schedule agreement.

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

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

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

- B. The employees immediate supervisor shall respond to a request for Safety Training within ten (10) days of receipt by either granting the training or declining the request. If the request is declined, a reason shall be provided on the Application for Safety Training.
- C. An employee who disputes the reason for denial of training shall specifically advise the supervisor of the basis for the request for such training. If the employee and the supervisor are unable to resolve the issue, the dispute shall be resolved through the "Procedures for Resolution of Work Place Safety Training" included as Attachment 3 to this agreement.

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

Amtrak and the BMW E agree to use their best efforts to ensure that all applicable local, state, and federal laws or regulations, and Amtrak safety rules are properly applied. It shall not be a violation of this agreement or any company rule for employees to refuse to start work, return to work, or continue working when any condition exists that violates an applicable local, state or federal law or regulation or Amtrak Safety Rule or procedure. Employees exercising their right under this Article shall be governed by Attachment 4 to this agreement, "Procedures for Resolution of Work Place Safety Issues".

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

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

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

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

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

- D. Employees involved in investigation of injuries and illnesses will be trained in accident investigation techniques.

- E. Time spent by BMW employees on investigations under this Article shall be paid in accordance with Rule 61 - Attending Investigations, of the Northeast Corridor Rules Agreement.

## **VII. Employee Safety Committees**

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

## **VIII. Safety Liaisons**

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

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

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

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

B. The General Chairpersons with jurisdiction over the involved territory will notify Amtrak of their recommended candidates for full time BMW safety liaisons. Such candidates will be appointed to the positions unless Amtrak, based on the employee's prior safety and performance record, does not concur with the recommendation. In such cases, the parties shall meet to review and resolve the issue. If unable to reach agreement, the employee shall be appointed for a probationary period of six (6) months, following which the employee's performance as a Safety Liaison shall be reviewed by the appropriate BMW and Engineering Department representatives of the Safety Advisory Committee, and a determination made as to permanent appointment.

C. Employees appointed as full time BMW Safety Liaisons shall serve for a period of two years. A schedule for the term of each BMW Safety Liaison shall be determined by the appropriate General Chairman and the Chief Engineer. Upon the expiration of the term, the Full Time BMW Safety Liaisons may be re-appointed by agreement of the parties. Should either party seek to discontinue the term of a Full Time BMW Safety Liaison prior to the expiration of such term, the matter shall be referred to the Safety Advisory Committee for determination and appropriate action.

D. Full time BMW Safety Liaisons shall report to a management officer designated by Amtrak and shall be paid at the highest hourly rate of a foreman in the Sub-Department from which the appointee was assigned. The Chief Engineer and appropriate General Chairmen shall jointly determine the headquarters for each full time BMW Safety Liaison.

E. BMW Safety Liaisons will be trained in injury prevention and accident investigation techniques and provided other training as approved or recommended by the Safety Advisory Committee.

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

- \* Coordinate efforts of safety committee members;

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

## **IX. Safety Advisory Committee**

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

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

**X. Effects Of This Agreement**

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

**XI. Moratorium**

- A. This agreement resolves those issues identified in Attachment E of the Section 6 Notices served by the BMW on Amtrak on or about November 1, 1994. Either party may cancel this agreement, in whole or in part, by providing sixty (60) days advance written notice of such intent. During the sixty (60) day period, the parties will meet in an effort to resolve the dispute. If a mutually acceptable resolution cannot be reached during such period, the agreement or part thereof shall be canceled as outlined in the notice unless the parties agree otherwise.
- B. If this agreement is canceled either in whole or in part, either party shall have the right to serve and progress notice, in accordance with the provisions of the Railway Labor Act, on the specific issue(s) regardless of any other moratorium provisions that may exist between the parties.
- C. The Protection Against Trains Agreement, dated March 12, 1993 and signed on April 16, 1993, is hereby made a part of this agreement and modified to be subject to the moratorium provisions of this article.

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

\_\_\_\_\_/s/  
J. J. Davison, General Chairman

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

\_\_\_\_\_/s/  
J. Dodd, General Chairman

\_\_\_\_\_/s/  
A. Conway-Smith  
Vice President-Chief Engineer

\_\_\_\_\_/s/  
P. K. Geller, General Chairman

\_\_\_\_\_/s/  
J. J. Cunningham  
Assistant Chief Engineer

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

\_\_\_\_\_/s/  
J. D. Knight, General Chairman

\_\_\_\_\_/s/  
D. E. McMahon, General Chairman

**ATTACHMENT No. 1**

**OUTLINE**  
**NEW HIRE TRAINING**

**DAY 1**

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

**DAY 2**

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

**DAY 3**

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

**DAY 4**

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

**DAY 5**

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

**DAY 6**

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

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

- \* Work Site Training
  - Blue Flag Protection
  - Respirator Training

- Introduction to Department Tools
- Work on Sidings/Yards - Tools
- Track Structure
- Classroom Instruction/Review as needed

**DAY 10**

- \* General Review

ATTACHMENT No. 2

**APPLICATION FOR SAFETY TRAINING**  
**(MUST BE SUBMITTED IN DUPLICATE)**

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

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

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

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

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

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

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

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

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

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

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

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

APPLICATION FOR

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

APPLYING FOR THE FOLLOWING TRAINING:

JUSTIFICATION FOR TRAINING REQUEST:

EMPLOYEE SIGNATURE:

-----

TO BE FILLED OUT BY SUPERVISOR:

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

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

**APPROVED:**

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

**DISAPPROVED:**

**REASON:**

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

**ATTACHMENT No. 3**

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

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

**ATTACHMENT No. 4**

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

It is the right of employees to:

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

**ATTACHMENT No. 6 - Guide To Handling Injuries**

SIDE

LETTER NO. 1

April 4, 1996

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

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

Mr. J. Dodd  
General Chairman, BMW  
Pennsylvania Federation

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

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

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

Dear Gentlemen:

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

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

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

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

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

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

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

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

Very truly yours,

R. F. Palmer  
Director-Labor Relations

I Concur:

\_\_\_\_\_/s/  
J. J. Davison  
General Chairman, BMW

\_\_\_\_\_/s/  
H. J. Granier  
General Chairman, BMW

\_\_\_\_\_/s/  
J. Dodd  
General Chairman, BMW

\_\_\_\_\_/s/  
J. D. Knight  
General Chairman, BMW

\_\_\_\_\_/s/  
P. K. Geller  
General Chairman, BMW

\_\_\_\_\_/s/  
D. E. McMahon  
General Chairman, BMW

SIDE LETTER NO. 2  
April 4, 1996

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

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

Mr. J. Dodd  
General Chairman, BMW  
Pennsylvania Federation

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

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

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

Dear Gentlemen:

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

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

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

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

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

Very truly yours,

R. F. Palmer  
Director-Labor Relations

I Concur:

\_\_\_\_\_/s/  
J. J. Davison  
General Chairman, BMW

\_\_\_\_\_/s/  
H. J. Granier  
General Chairman, BMW

\_\_\_\_\_/s/  
J. Dodd  
General Chairman, BMW

\_\_\_\_\_/s/  
J. D. Knight  
General Chairman, BMW

\_\_\_\_\_/s/  
P. K. Geller  
General Chairman, BMW

\_\_\_\_\_/s/  
D. E. McMahon  
General Chairman, BMW

**APPENDIX O**

**OPERATION RED BLOCK AGREEMENTS**

**CONSOLIDATED RAIL SYSTEM**

**AND**

**PACIFIC FEDERATIONS**

**AGREEMENT**  
**BETWEEN**  
**NATIONAL RAILROAD PASSENGER CORPORATION**  
**AND**  
**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

---

**PREVENTION PROGRAM COMPANION AGREEMENT**

---

Amtrak and the Brotherhood of Maintenance of Way Employees jointly recognize that safety is the paramount concern and, further, that an alcohol and drug free environment is an essential element in maintaining a safe work place, agree to the following to ensure the utmost compliance with Rule G:

1. An employee charged with violating Rule G will be eligible to enroll in the Employee Assistance Program (EAP), and will not be disciplined (other than loss of pay for time held out of service) for the Rule G violation provided:
  1. The employee has had no Rule G violation on his or her record for at least ten (10) years; and
  2. The employee has not participated in the Rule G EAP for at least ten (10) years; and
  3. The incident giving rise to the Rule G charge did not involve significant rule violations other than Rule G; and
  4. Waives investigation of the Rule G charge.

2. The employee must contact the EAP counselor within 5 working days of electing to participate in the EAP.
3. After being contacted, the EAP Counselor shall evaluate the employee to determine whether or not the employee may safely be returned to service and the course of treatment which the employee should follow.
4. If the evaluation indicates that the employee may safely be returned to service, he or she will be returned to service on a probationary basis for a period of two years and will be subject to periodic alcohol and/or drug tests during that time as determined by and only under the direction of the EAP Counselor. Following return to service, the employee must follow the course of treatment established by the counselor during the probationary period.
5. If the evaluation indicates that the employee may not safely be returned to service, he or she will be given a leave of absence until subsequent evaluation(s) indicate that it is safe to return the employee to service on a probationary basis as described in paragraph 4 above.
6. If, at any time during the 24-month probationary period, the employee fails to follow the course of treatment established by the EAP Counselor or fails a periodic alcohol and/or drug test required by the Counselor, Amtrak will remove the employee from the EAP. If the employee has been returned to service, Amtrak will, remove the employee from service and the employee will be subject to an investigation in accordance with Rule 15 and subject to dismissal.

7. An employee may withdraw from the EAP at any time by notifying, in writing, the EAP Counselor and the Amtrak Officer who signed the Rule G charge. If the employee has been returned to service, Amtrak will remove the employee from service and the employee will be subject to an investigation in accordance with Rule 15 and subject to dismissal.
8. If the employee successfully completes the EAP Program, a notation to that effect will be placed on the employee's personnel record and the employee's probationary status will terminate.
9. No claims will be progressed by or on behalf of the employee on time lost as result of the incident leading to the employee's participating in the Rule G Employee Assistance Program.
10. This Agreement is effective \_\_\_\_\_ and may be terminated by either party upon service of five day's written notice upon the other party.

**FOR THE BROTHERHOOD OF  
MAINTENANCE OF WAY  
EMPLOYES**

\_\_\_\_\_/s/ 3/23/93  
J. P. Cassese  
General Chairman

\_\_\_\_\_/s/ 4/15/93  
Robert S. Douglas  
General Chairman

**FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION**

\_\_\_\_\_/s/  
C. B. Thomas  
Senior Director  
Labor Relations

**AGREEMENT**  
**BETWEEN**  
**NATIONAL RAILROAD PASSENGER CORPORATION**  
**AND**  
**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

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**RULE “G” BYPASS AGREEMENT**

---

The parties to this agreement recognize that the use of alcohol and/or drugs is a serious problem within the railroad industry. Amtrak and the Brotherhood of Maintenance of Way Employees in an effort to help the apparent Rule “G” violator retain an employment relationship and seek rehabilitation, jointly consider a change in the Rule “G” policy desirable. The objective of this Agreement is to encourage mutual cooperation between labor and management in addressing alcohol and drug use problems in the railroad industry.

1. If any employee(s) believes that another employee may be in an unsafe condition, such employee may immediately contact an Amtrak officer. If the Amtrak officer, upon investigation, determines that there is an apparent violation of Rule G, the employee will be removed from service.

It is understood that when a removal from service takes place, transportation will be furnished back to the employee’s home. If the employee does not have the means to return to his work location he or she will be furnished transportation by Amtrak.

2. Once an employee has been relieved from service under paragraph (1), he or she must contact Amtrak's Employee Assistance Program (EAP) Counselor within five (5) working days of the removal from service. If the employee contacts the EAP Counselor and accepts counseling, he will be paid for the full tour of duty as a result of his or her removal from service.
3. If the employee does not comply with the requirements set forth in paragraph (2), and the EAP Counselor determines that the employee is not in need of counseling, the employee will be returned to service not later than forty-eight (48) hours unless a physical examination is required. There will be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph (2) unless the forty-eight (48) hours for return to service is exceeded.
4. If the employee does comply with the requirements set forth in paragraph (2), and the EAP Counselor determines that the employee is in need of employee assistance, and the employee accepts counseling, then the employee will be returned to service upon a favorable recommendation from the EAP Counselor. Successful completion of a physical examination will be required if the employee has been off more than 30 days. In addition, the employee will be subject to such continuing review and testing as deemed appropriate by and only under the direction of the EAP Counselor for up to two years to ensure the effectiveness of treatment. If a subsequent test conducted at the discretion of the EAP

Counselor is positive, the employee will be removed from service and required to reenter treatment or counseling, and will again be subject to continuing review and testing for a two-year period commencing upon the completion of treatment. An employee will be permitted no more than two reenters after the initial enrollment in EAP. There will be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph (2).

5. If the employee does not comply with the requirements set forth in paragraph (2) or does not accept counseling as provided in paragraph (4), he must lay off and, if he so desires, may request a formal investigation. Such request must be made within five (5) working days of the day removed from service. If the employee does not request an investigation and is off, he must request a leave of absence prior to the expiration of fifteen (15) calendar days. One 45-day leave of absence will be granted. If at the end of the period, the employee still has not contacted the EAP Counselor or does not accept counseling, if required, all regular rules of the agreements will apply.
6. The employee(s) who originated the action as provided in paragraph (1) will not be called as a witness(s) if a formal investigation is held.
7. This Agreement will apply one time within ten (10) years to each employee covered by this Agreement. Thereafter, all regular rules of the Agreements will apply.

8. The rules of the Agreements between the National Railroad Passenger Corporation and the Brotherhood of Maintenance of Way Employees are modified as provided by this Agreement.
9. If and when disagreements arise as a result of interpretations of the foregoing agreement, a committee elected by the General Chairman of the Brotherhood of Maintenance of Way Employees and the Senior Director of Labor Relations of Amtrak will meet as expeditiously as is practicable to resolve any matters in dispute.
10. This Agreement is effective and may be terminated by either party upon service of five (5) days written notice upon the other party.

**FOR: THE BROTHERHOOD OF  
MAINTENANCE OF WAY  
EMPLOYEES**

\_\_\_\_\_/s/ 3/23/93\_\_\_\_\_  
J. P. Cassese  
General Chairman

**FOR: THE NATIONAL RAILROAD  
PASSENGER CORPORATION**

\_\_\_\_\_/s/\_\_\_\_\_  
C. B. Thomas  
Senior Director  
Labor Relations

\_\_\_\_\_/s/ 4/15/93\_\_\_\_\_  
Robert S. Douglas  
General Chairman

Mr. J. P. Cassese, General Chairman  
Brotherhood of Maintenance of Way Employees  
1165 Markkress Road, Suite B  
Cherry Hill, New Jersey 08033

Mr. Robert S. Douglas, General Chairman  
Brotherhood of Maintenance of Way Employees  
930 Alhambra Blvd., Suite 260  
Sacramento, CA 95816

Gentlemen:

During the negotiation of the Operation RedBlock Agreements it was understood that Amtrak would compensate in pay or “makeup” hours members of the Prevention Teams for time lost on their assignment while involved Company sponsored Operation RedBlock training. Employees who attend this training on their day off will be paid eight hours at the straight time rate. Union and local management will cooperate in scheduling assignments to allow members of the Prevention Teams to attend training sessions.

Very truly yours,

/s/

C. B. Thomas  
Senior Director  
Labor Relations

Mr. J. P. Cassese, General Chairman  
Brotherhood of Maintenance of Way Employees  
1165 Marlkress Road, Suite B  
Cherry Hill, New Jersey 08033

Mr. Robert S. Douglas, General Chairman  
Brotherhood of Maintenance of Way Employees  
930 Alhambra Blvd., Suite 260  
Sacramento, CA 95816

Gentlemen:

During the period an employee is out of service in a recovery program under the terms of the Bypass or Companion Agreement, he/she will be allowed to rearrange his or her vacation and any personal days due to coincide with the treatment program.

If you agree, indicate your concurrence by signing in the space provided below.

Very truly yours,

/s/

C. B. Thomas  
Senior Director  
Labor Relations

**I AGREE:**

          /s/          3/23/93  
J. P. Cassese  
General Chairman

          /s/          4/15/93  
Robert S. Douglas  
General Chairman

Mr. J. P. Cassese, General Chairman  
Brotherhood of Maintenance of Way Employees  
1165 Marlkress Road, Suite B  
Cherry Hill, New Jersey 08033

Mr. Robert S. Douglas, General Chairman  
Brotherhood of Maintenance of Way Employees  
930 Alhambra Blvd., Suite 260  
Sacramento, CA 95816

Gentlemen:

For the purpose of the application of Section 7 of the Bypass Agreement and the Companion Agreement, any participation in the EAP program as a Rule G violation prior to March 1, 1986 will not be considered in determining eligibility for entry into the program under the agreement signed this date.

If you agree, indicate your concurrence by signing in the space provided below.

Very truly yours,

/s/

C. B. Thomas  
Senior Director  
Labor Relations

**I AGREE:**

          /s/          3/23/93  
J. P. Cassese  
General Chairman

          /s/          4/15/93  
Robert S. Douglas  
General Chairman

**APPENDIX P**  
**DECEMBER 9, 1997**  
**MEDIATION AGREEMENT**

**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/BMW Agreement, shall be rolled in to basic rates of pay on November 30, 1995 and such Article II shall be eliminated at that time, except as provided in Article IV(c) of this agreement.

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

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

**MEASUREMENT PERIODS**

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

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

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

| <u>Effective Date of Adjustment</u> | <u>Minimum CPI Increase That Shall Be Taken Into Account</u> |
|-------------------------------------|--|
| Dec. 31, 1999                       | 4% of March 1995 CPI<br>plus<br>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<br>plus<br>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**

This Article included in the scheduled agreement as Rule 31.

**ARTICLE VI - OCCUPATIONAL HEALTH WORK RELATED INJURY PROJECT**

Reproduced and included in Appendix E in its entirety.

**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 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

Joseph M. Bress  
Vice President, Labor Relations

Richard F. Palmer, Director

Craig A. Roodenburg  
Labor Relations Officer

Charles E. Woodcock, Director

Alison Conway-Smith  
Vice President, Engineering

FOR THE BROTHERHOOD OF  
MAINTENANCE OF WAY  
EMPLOYEES

Jed Dodd, General Chairman

Perry K. Geller, General Chairman

H. J. Granier, General Chairman

Stuart A. Hurlburt, Jr., General  
Chairman

James D. Knight, General Chairman

David E. McMahon, General Chairman

**I concur:**

Mac A. Fleming, International President

**APPENDIX Q**  
**EMPLOYEE CLASSIFICATIONS**

**System Classifications**

Track Foreman  
Assistant Track Foreman  
B&B Foreman  
B&B Mechanic  
Welder  
Machine Operator  
Trackman  
Repairman MW Equipment  
Welder Helper  
Machine Operator-Class A\*  
Machine Operator-Class B\*  
Machine Operator-Class C\*  
Truck Driver-Chicago Maintenance Facility only  
Track/B&B Mechanics (Establishment restricted to Florida and the North  
San Diego, Metrolink and Cal-Train Commuter Services (formerly  
the Peninsula Commute Service)).  
Foreman-Flagging Gangs (Cal-Train Commuter Service)  
Track Inspector & Repair Foreman (Cal-Train Commuter Service)  
B&B Helper (Albany-Rensselaer Maintenance Facility)

\* See the following page for examples of the types of machines associated with each class.

**MACHINE OPERATORS (SYSTEM)**

**CLASS A**

Tie Inserter  
Tamper with raising and lining attachments  
Burro cranes  
Truck cranes  
Bulldozers  
Jordan spreaders  
Snow plows  
Road Grader\*  
Front End Loader\*

**CLASS B**

Auto spiker  
Tie saw or shear  
Ballast regulator  
Speed swing  
Tamper without raising and lining attachments  
Tie handler  
Backhoe  
Self-propelled anchor applying machine  
Bobcat loader\*

**CLASS C**

Spike puller  
Bolt machine  
Tie borer  
Rail slotter  
Rail lifter  
Snow blower\*  
Huck Bolt machine\*  
Tractor operator\*

\* Chicago Maintenance Facility.

**MBTA Commuter Railroad Classifications**

Track Foreman  
I & R Foreman  
Welding Foreman  
Assistant Track Foreman  
B&B Mechanic Foreman  
B&B Mechanic  
Trackman  
Welder  
Machine Operator "A"  
Machine Operator "B"  
Machine Operator "C"  
Truck Driver "A"  
Truck Driver "B"  
Drawbridge Operator  
Watchman/Hiway

**Michigan District Classifications**

B&B Foreman  
“A” Track Foreman (Rate of pay applicable when gang consists of more than 20 men, exclusive of the Foreman)  
“B” Track Foreman (Rate of pay applies to all other Track Foreman positions)  
I&R Track Foreman  
Assistant Track Foreman  
“A” Machine Operator\*  
“B” Machine Operator\*  
“C” Machine Operator\*  
Equipment Repairman Foreman  
Repairman M.W. Equipment  
Asst. Repairman M.W. Equipment/Vehicle Operator  
Welder  
Welder Helper  
Boom Truck Operator  
B&B Mechanic  
Casual Auto Truck Operator  
Trackman

\* See following page for listing of types of machines operated by each class.

**MACHINE OPERATORS - Michigan District**

**CLASS A**

Grove Truck Crane  
Crane - Locomotive Type  
Front End Loader - 2 yard bucket or more

Burro Crane  
Crane - 15 Ton capacity or more  
Road Grader

**CLASS B+**

Tamper with raising and lining attachments

**CLASS B**

Auto Spiker  
Tie Saw or Shear  
Speed Swing  
Tamper without lining and raising attachments  
Tie Bed Scarifier  
Bulldozers  
Snow Plows  
Grade All  
Rail Heater  
Cribber - self-propelled  
Forklift  
Compactor - Shoulder  
Spike Puller - self-propelled  
Tractor with mower or other attachments

Cranes under 15 Ton Capacity  
Ballast Regulator  
Tie Handler  
Backhoe  
Tie Inserter  
Jordan Spreaders  
Compactor, Crib and Shoulder  
Jet Snow Plow  
Anchor Machine - self-propelled  
Grade All Crawler  
Front End Loader - less than 2 yard bucket  
Plate Jack - self-propelled  
Stabilizer  
Track Cart with air compressor

**CLASS C**

Chain Saw  
Bolt Machine  
Rail Slotter  
Anchor Applier  
Adzer  
Rail Drill  
Tie Cribber

Spike Puller  
Tie Borer  
Rail Lifter  
Portable Tie Renewer  
Gauger  
Rail Saw  
Plate Jack without seat

**APPENDIX R**  
**BMW-NEC AGREEMENT - RULE 89**  
**NORTHEAST UNITS**

**RULE 89 - NORTHEAST UNITS**

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

- Ballast Cleaner, Speno, Rail Pick-up Train, or other large on-track units.
- Rail Surface Grinding Train.
- Track Welding & Grinding
- Rail Laying Train.
- Structural Welding.
- Camp Car Cook, Camp Car Attendant.
- Track Sweeper (on-track).
- Pile Driver.
- Track Laying Machine and Track Laying System Support Unit.
- Track Laying System Welders and Grinders.
- Track Undercutter Machine.
- Ditcher Machine.
- Unimats.
- MDZ Surfacing units.
- Switch turnout exchange systems.
- Other high technology machines not on the property as of June 27, 1993.

I. Each of the units hereinbefore mentioned will be considered as a separate seniority district.

II. All positions and vacancies below the rank of General Foreman will be advertised to employees holding seniority on Rule 89 Units, the MBTA, Albany, Northern and Southern Districts in accordance with Rule 89 II or Rule E [Rule 8 of the synthesis of the agreement] of the respective Agreements. The locations for such advertisements on the Northern and Southern Districts shall be those locations specified in Rule 14.

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

- (1) From employees with seniority in the class in the unit in which the position is advertised.
- (2) From employees with seniority in the unit in which 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.

III. Seniority of an employee entering any of the units hereinbefore specified will begin with the date he is first awarded an advertised position in such unit. He will also retain and accumulate seniority on his home seniority district.

IV. An employee who has acquired seniority in any of the units covered by this Rule and who has been returned to his home zone in reduction of force must, in order to protect his seniority in such unit, bid on advertised new positions or vacancies in the classes in which he holds seniority and return to his class in such unit at the first opportunity or forfeit his seniority therein except:

An employee in active service on his home seniority district may not be required to accept and equal or lower rated position in a Corridor Unit so long as he is able to hold an equal or higher rated position on his home seniority district. Upon being relieved from an equal or higher rated position on his home seniority district the employee must return to the Corridor Unit and exercise seniority therein or forfeit seniority in such unit.

V. An employee filling an advertised position in any of the units covered by this Rule must, in order to protect his seniority in such unit, remain in the unit to which assigned during period said unit is in active operation, except:

(1) An employee working in a Corridor Unit may bid on a vacancy of higher rate in another unit in which he holds seniority, or he may make application for an equal or higher rated position on his home seniority district or in a newly created position of equal or higher rate in another unit, and if awarded such position, will be permitted to retain his seniority in the unit from which transferred and may exercise seniority therein after he has exhausted seniority in the unit to which transferred.

(2) An employee upon reaching the end of his region in lieu of moving off his district, may request to exercise seniority without forfeiture of seniority. Such request may be granted provided another qualified employee is available to replace him.

(3) Any employee failing to exhaust seniority in the unit to which transferred, will forfeit his seniority therein.

II. Travel Allowance.

(1) Employees assigned to positions in one of these units established pursuant to this Agreement, will be allowed a travel allowance of:

(2) \$12.50<sup>18</sup> for each week end trip from their homes to the Camp Cars, including the initial trip in establishing the unit.

(3) \$12.50 for each week end trip from the Camp Cars to their homes, including the final trip after termination of the unit.

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<sup>18</sup> Effective December 9, 1997.

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

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

## VII. Meals

- (1) 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.
- (2) Amtrak may elect to furnish meals for the unit by one of the following methods:
  - (1) Under the Rules of the Schedule Agreement governing Camp Cars or Camps not operated by a Commissary Company,
  - (2) in suitable restaurants or
  - (3) by a Commissary Company.

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

Cooks and Camp Attendants used in Camps operated by the Commissary Company will, to the extent qualified employees of those classifications are available in the seniority districts involved, be procured from the rosters of Cooks and Camp Attendants. Employees on other

M. of W. Department rosters, in the seniority districts involved, who do not have seniority as Cook or Camp Attendant, but who have been used by Amtrak in that capacity, will be given consideration for assignment in the Camp operated by the Commissary Company; employees assigned shall be carried on Amtrak payrolls.

- (1) Where employees are required by Amtrak to take their meals away from the Camp Cars and the distance involved is greater than walking distance from the Camp Cars, the driver of the vehicle will be paid at the pro-rata rate for his time while driving. Should such distance be greater than seven and one-half (7-1/2) miles, the employees accompanying the driver will be paid the pro-rata rate for the same time paid the driver.
- (2) The meals provided for herein are in lieu of any other meal allowance said employees may be entitled to under the provisions of any other agreement, practice or working conditions.
- (3) Amtrak may substitute \$29.50<sup>19</sup> per diem allowance in lieu of meals for each work day that covered employees perform compensated service, whether providing lodging or camp cars.

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

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

The locations where labor for hire is available for Corridor gangs.

The Seniority Roster that embraces the area, to determine if that particular roster is overburdened by Corridor employees.

In the event it is determined that such condition exists and labor for hire is not available at other locations, the Chief Engineer and the General Chairman, or their designated representatives, will jointly prepare a list of the individual Seniority Districts within the regions that are not overburdened with Corridor employees.

Newly-hired Corridor employees, hired where it has jointly been determined that Seniority Rosters are overburdened, will be given fifteen (15) days in which to make a written option for a home seniority district from the list submitted by the Chief Engineer and General Chairman, or their designated representatives. In the event the employee does not exercise his right to option for a home seniority district within the time limits herein provided, assignment of a home seniority district will be made by the Chief Engineer and the General Chairman, or their designated representatives, in writing, with copies forwarded to the employee involved.

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

In the event the conditions outlined above do not exist, employees hired for a Corridor gang will be assigned to the seniority roster at the location hired in accordance with the applicable provisions of the Schedule Agreement.

Seniority will accrue to such newly-hired employees as provided in the applicable Schedule Agreement.

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

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

X. Rates of Pay.

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

XI. Work Week

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

XII. Days referred to - meaning of

The days referred to in this Agreement mean calendar days.

XIII. Technician

1. Establishment and Selection

- (1) 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 the equipment to which assigned. Amtrak will train those interested and qualified as of June 27, 1992 to operate the Unimats and MDZ Surfacing units in seniority order as needed and reclassify them Technicians, before utilizing the procedure for filling Technician positions outlined herein. Such employees not holding positions on the Unimat or MDZ, on June 27, 1992, were required to notify the Assistant Chief Engineer by August 23, 1992 of such interest.

- (2) New Technician positions will be advertised to employees holding seniority in the Engineer Work Equipment class (qualified as EWE-A, NEC Agreement or MO-A, Corporate Agreement) and to employees holding seniority in the Repairman MW Equipment class. Qualifications being sufficient, employees in the EWE class, NEC Agreement, or MO-A class, Corporate Agreement shall have preference. Then preference shall be given to employee 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.
- (3) in the event the employee requests, or is required to give a reasonable and practical demonstration of his qualifications for a technician position, the Company must give uniform job related tests based on reasonable job related criteria in order to ascertain initial qualifications for Technician positions. The General Chairman or his designated representative shall have the right to inspect the tests and/or criteria and results of such tests to determine that the application of such tests and/or criteria are uniform to all employees.

## 2. Retention on Position

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

### Winter Overhaul

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

**APPENDIX S**

**NETWORK INSTRUCTOR AGREEMENT**

March 15, 2000

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

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

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

Dear Gentlemen:

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

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

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

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

Network Instructors

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

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

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

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

Mrs. Dodd, Geller & Hurlburt

Network Instructors

March 15, 2000  
Page 3

Very truly yours,

R. F. Palmer  
Director-Labor Relations

I Concur:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Attachment

**Network Instructor**

**Headquarters Location**

**New England Division**

David Acampora\*  
Pat DiBuccio  
Tom Nall

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

**Metro politan Division**

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

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

**MidAtlantic Division**

Thomas Boone\*  
Tom Finizio  
Tom Ricks  
Bernie Zeller

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

**District Work Teams**

John Meloney  
Nicholas Rech  
Henry Alford\*

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

**MBTA**

Richard White

Cobble Hill, Boston

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

March 15, 2000

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

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

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

Dear Gentlemen:

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

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

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

Very truly yours,

R. F. Palmer  
Director-Labor Relations

I Concur:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**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/BMW Agreement is ratified by November 30, 1997, the Signing Bonus will be paid to each employee on December 20, 1997; if

ratified after November 30, 1997, the Signing bonus will be paid within 60 days of execution of this agreement.

**Section 3 - First Lump Sum Payment**

Within 60 days of the execution of this Agreement, each employee will be paid a lump sum equal to three (3) percent of the employee's compensation for 1995, excluding pay elements not subject to general wage increases under Section 1(d) of this Article.

**Section 4 - Second General Wage Increase**

Effective July 1, 1997, all hourly rates of pay in effect on June 30, 1997 for employees covered by this Agreement shall be increased in the amount of three-and-one-half (3-1/2) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 4 shall be applied in the same manner as provided for in Section 1 hereof.

**Section 5 - Second Lump Sum Payment**

On July 1, 1998, each employee will be paid a lump sum equal to the excess of (I) three-and-one-half (3-1/2) percent of the employee's compensation for 1997, excluding pay elements not subject to general wage increases under Section 1(d) of this Article and lump sums, over (ii) the amount resultant from the formula contained in Article I, Section 5 (ii) of the National Carriers' Conference Committee (NCCC)/BMW Agreement, dated September 26, 1996.

**Section 6 - Third General Wage Increase**

Effective July 1, 1999, all hourly rates of pay in effect on June 30, 1999 for employees covered by this Agreement shall be increased in the amount of three-and-one-half (3-1/2) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 6 shall be applied in the same manner as provided for in Section 1 hereof.

**Section 7 - Eligibility for Receipt of Signing Bonus, Lump Sum Payments**

The signing bonus and lump sum payments provided for in this Article shall be paid to each employee subject to this Agreement who has an employment relationship as of the date such payments are payable, or has retired or died subsequent to the beginning of the applicable calendar year used to determine the amount of such payment. There shall be no duplication of the signing bonus or lump sum payments by virtue of employment under another agreement nor will such payments be used to offset, construct or increase guarantees in protective agreements or arrangements.

**Section 8 - Employees Working Less Than Full-Time**

For employees who have fewer straight time hours (as defined) paid for in the period described in Section 2 than the minimum number set forth therein, the dollar amount of the Signing Bonus specified in Section 2 shall be adjusted by multiplying such amount by the number of straight time hours (including vacations, holidays, paid sick leave and guarantees in

protective agreements or arrangements) for which the employee was paid during such period divided by the defined minimum hours.

**Section 9 - Signing Bonus Proration**

In the case of any employee subject to wage progression or entry rates, the dollar amount of the Signing Bonus specified in Section 2 shall be adjusted by multiplying such amount by the weighted average entry rate percentage applicable to wages earned during the specified determination period.

**ARTICLE II - COST-OF-LIVING PAYMENTS**

**Part A - Cost-of-Living Payments Under Agreement Dated June 27, 1992**

The nine-cent cost-of-living allowance in effect beginning July 1, 1995 pursuant to Article II of the 1992 Amtrak/BMWE Agreement, shall be rolled in to basic rates of pay on November 30, 1995 and such Article II shall be eliminated at that time, except as provided in Article IV (c) of this agreement.

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

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

**MEASUREMENT PERIODS**

| <u>Base Month</u>                | <u>Measurement Month</u>     | <u>Effective Date of Adjustment</u> |
|----------------------------------|------------------------------|-------------------------------------|
| March 1995<br>plus<br>March 1997 | March 1996<br><br>March 1998 | <br><br>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<br>plus<br>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<br>plus<br>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 BMW and Amtrak will immediately establish a joint labor/management productivity council. The Council's purpose is to achieve real, measurable cost savings through a joint process yielding benchmarks for productivity increases and strategies to achieve them.

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

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

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**

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

Amtrak and BMWE 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/BMWE Agreement.

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**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 E 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 E-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 E. If the wage increase provisions are void because such contingencies are not met or if Amtrak fails to pay scheduled increases and/or scheduled retroactive payments and/or scheduled lump sum payments on schedule:
1. Amtrak shall notify the BMW E as soon as it has determined that it will be unable to pay the scheduled increase and/or retroactive payment, and/or lump sum payment on schedule.
  2. The parties will for a period of 30 days renegotiate the terms and conditions of this agreement in an effort to meet changed financial circumstances.

3. At the end of the 30 days, a cooling-off period will prevail for 30 days.
4. At the end of the cooling-off period, the parties may engage in self-help. If either party engages in self-help, the agreement will no longer bind either party.
5. The parties agree that a failure to pay scheduled pay increases and/or retroactive and/or lump sum payments on schedule shall be a major dispute.
6. Clerical error which delays scheduled pay increases and/or retroactive and/or lump sum payments shall not trigger procedures 1 - 5 above.

This agreement is without prejudice to BMW's position that the glidepath is poorly considered transportation policy.

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

- A. The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the notice dated October 27, 1995, served upon the organization by Amtrak, and all notices served on Amtrak by the organization on or after November 1, 1994. This agreement shall remain in effect through December 31, 1999 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- B. No party to this Agreement shall serve, prior to November 1, 1999 (not to become effective before January 1, 2000), any notice or proposal which relates to the subject matter of the provisions of this Agreement or which proposes matters covered by the proposals of the parties specified in paragraph (A) above and any proposals in pending notices relating to such subject matters are hereby withdrawn.

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

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

FOR THE BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYEES

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

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

\_\_\_\_\_  
Richard F. Palmer, Director

\_\_\_\_\_  
Perry K. Geller, General Chairman

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

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

\_\_\_\_\_  
Charles E. Woodcock, Director

\_\_\_\_\_  
Stuart A. Hurlburt, Jr., General Chairman

\_\_\_\_\_  
Alison Conway-Smith  
Vice President, Engineering

\_\_\_\_\_  
James D. Knight, General Chairman

\_\_\_\_\_  
David E. McMahon, General Chairman

**I concur:**

\_\_\_\_\_  
Mac A. Fleming, International President

December 9, 1997  
#1

Mr. Jed Dodd, General Chairman  
Pennsylvania Federation  
Brotherhood of Maintenance of Way Employes

Brotherhood of Maintenance of Way Employes

Mr. Perry K. Geller, Sr., General Chairman  
Consolidated Rail System Federation

Mr. Hayward J. Granier, General Chairman  
Illinois Central Gulf Federation  
Brotherhood of Maintenance of Way Employes

Gentlemen:

Mr. Stuart A. Hurlburt, Jr., General Chairman  
Northeastern System Federation  
Brotherhood of Maintenance of Way Employes

Brotherhood of Maintenance of Way Employes

Mr. David E. McMahon, General Chairman  
Pacific Federation

Mr. James D. Knight, General Chairman  
Seaboard Federation  
Brotherhood of Maintenance of Way Employes

This confirms our understanding with respect to the Agreement of this date.

The parties exchanged various proposals and drafts antecedent to adoption of the various Articles that appear in this Agreement. It is our mutual understanding that none of such antecedent proposals and drafts will be used by any party for any purpose and that the provisions of this Agreement will be interpreted and applied as though such proposals and drafts had not been used or exchanged in the negotiation.

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

Very truly yours,

Joseph M. Bress  
Vice President  
Labor Relations

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

\_\_\_\_\_  
Stuart A. Hurlburt, Jr., General Chairman

\_\_\_\_\_  
Perry K. Geller, General Chairman

\_\_\_\_\_  
David E. McMahon, General Chairman

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

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James D. Knight, General Chairman

December 9, 1997  
#2

Mr. Jed Dodd, General Chairman  
Pennsylvania Federation  
Brotherhood of Maintenance of Way Employes

Brotherhood of Maintenance of Way Employes

Mr. Perry K. Geller, Sr., General Chairman  
Consolidated Rail System Federation

Mr. Hayward J. Granier, General Chairman  
Illinois Central Gulf Federation  
Brotherhood of Maintenance of Way Employes

Gentlemen:

Mr. Stuart A. Hurlburt, Jr., General Chairman  
Northeastern System Federation  
Brotherhood of Maintenance of Way Employes

Brotherhood of Maintenance of Way Employes

Mr. David E. McMahon, General Chairman  
Pacific Federation

Mr. James D. Knight, General Chairman  
Seaboard Federation  
Brotherhood of Maintenance of Way Employes

This refers to the increase in wages provided for in Section 1 of Article I of the Agreement of this date.

It is understood that the retroactive portion of that wage increase shall be applied only to employees who have an employment relationship with a carrier on the date of this Agreement or who retired or died subsequent to December 1, 1995.

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

Very truly yours,

Joseph M. Bress  
Vice President  
Labor Relations

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Jed Dodd, General Chairman

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Stuart A. Hurlburt, Jr., General Chairman

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Perry K. Geller, General Chairman

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David E. McMahon, General Chairman

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H. J. Granier, General Chairman

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James D. Knight, General Chairman

December 9, 1997

#3

Mr. Jed Dodd, General Chairman  
Pennsylvania Federation  
Brotherhood of Maintenance of Way Employees

Brotherhood of Maintenance of Way Employees

Mr. Perry K. Geller, Sr., General Chairman  
Consolidated Rail System Federation

Mr. Hayward J. Granier, General Chairman  
Illinois Central Gulf Federation  
Brotherhood of Maintenance of Way Employees

Gentlemen:

Mr. Stuart A. Hurlburt, Jr., General Chairman  
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Mr. David E. McMahon, General Chairman  
Pacific Federation

Mr. James D. Knight, General Chairman  
Seaboard Federation  
Brotherhood of Maintenance of Way Employees

If Amtrak, subsequent to the agreement signed this date, negotiates, arbitrates, or has imposed on it by legislation an agreement with another union that is higher in total compensation than that provided to the BMWE for the period covered by the agreement signed this date, without any concomitant greater work rule savings (excluding the value of Productivity Councils) and/or savings as the result of modifications to the health and welfare provisions, the BMWE may request, in writing with supporting analysis, and receive a compensation adjustment. Amtrak may agree to apply the requested adjustment or will meet with the BMWE to discuss the matter. If the parties are unable to resolve the matter, within 30 days of the initial meeting, or as otherwise agreed upon, it may be submitted to an arbitration panel established and operating under terms similar to that used by the "Scope Board" in the Northeast Corridor Agreement. The parties shall share the fees and expenses of the neutral member, who shall have experience in interest arbitration. The term "compensation" as used in this provision specifically means general wage increases, equity adjustments, lump sum payments and COLA.

If Amtrak, subsequent to the agreement signed this date, negotiates, arbitrates or has imposed on it by legislation an agreement with another union that provides more favorable health and welfare benefits than those provided to the BMWE without any concomitant work rule savings, lesser total compensation and/or changes to the health and welfare benefits that offsets the cost for providing the more favorable health and welfare benefits, then the procedure above would apply. In any event, the BMWE may request such health and welfare benefits in return for similar concomitant offsets.

The parties agree to exchange data and calculations necessary to support the parties' respective positions within a reasonable period subsequent to a request and, in any event, prior to the submission of this dispute to arbitration.

Very truly yours,

Joseph M. Bress  
Vice President  
Labor Relations

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Jed Dodd, General Chairman

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Perry K. Geller, General Chairman

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H. J. Granier, General Chairman

December 9, 1997  
#4

Mr. Perry K. Geller, General Chairman  
Consolidated Rail System Federation - BMW  
58 Grande Lake Drive  
Port Clinton, OH 43452-1450

Dear Mr. Geller:

During the recent round of negotiations, the parties discussed the issue of reviewing the BMW-Amtrak Corporate Agreement as it applies to the MBTA Commuter Rail Territory. We agreed that after the signing of the BMW-Amtrak Agreement in Mediation Case No. 12813, the parties would meet and confer regarding additional possible modifications to the Corporate Agreement as it applies to the MBTA Commuter Rail Territory.

If the foregoing accurately sets forth our understanding, please sign below.

Very truly yours,

Joseph M. Bress  
Vice President  
Labor Relations

I concur:

Perry K. Geller, General Chairman, BMW