

BMWF.  
April 22, 1982

A G R E E M E N T

THIS AGREEMENT made this 22<sup>d</sup> day of April, 1982, by and between the National Railroad Passenger Corporation (Amtrak) and its employees represented by the Brotherhood of Maintenance of Way Employes, witnesseth:  
IT IS HEREBY AGREED:

ARTICLE I - GENERAL WAGE INCREASES AND COST-OF-LIVING  
ADJUSTMENTS

The provisions of Article I (GENERAL WAGE INCREASES) and the provisions of Article II (COST-OF-LIVING ADJUSTMENTS) of Mediation Agreement (NMB Case A-10795) dated December 11, 1981, by reference, are made a part of this Agreement except that:

- (a) Amtrak will not apply the first 5% of the national increases payable in calendar year 1981;
- (b) Amtrak will not apply the first 4% of the national increases payable in calendar year 1982; and
- (c) Amtrak will not apply the first 3% of the national increases payable in calendar year 1983.

Amtrak management employees will take wage deferrals in the same proportion as agreement employees. This provision will be monitored by the Joint Labor/Management Productivity Council, established in Article XII of this Agreement.

#### ARTICLE II - VACATIONS

The provisions of Article III of Mediation Agreement (NMB Case A-10795) dated December 11, 1981, by reference, are made a part of this Agreement as though repeated here verbatim.

#### ARTICLE III - HOLIDAYS

Effective January 1, 1983, each employee covered by the Agreement will receive a "personal holiday" in lieu of a workday subject to the qualifying requirements of the Holiday Agreement. 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.

#### ARTICLE IV - HEALTH AND WELFARE BENEFITS

The provisions of Article V of Mediation Agreement (NMB Case A-10795) dated December 11, 1981, by reference, are made a part of this Agreement as though repeated here verbatim.

ARTICLE V - DENTAL BENEFITS

The provisions of Article VI of Mediation Agreement (NMB Case A-10795) dated December 11, 1981, by reference, are made a part of this Agreement as though repeated here verbatim.

ARTICLE VI - EARLY RETIREMENT MAJOR MEDICAL BENEFITS

The provisions of Article VII of Mediation Agreement (NMB Case A-10795) dated December 11, 1981, by reference, are made a part of this Agreement as though repeated here verbatim.

ARTICLE VII - NATIONAL HEALTH LEGISLATION

The provisions of Article VIII of Mediation Agreement (NMB Case A-10795) dated December 11, 1981, by reference, are made a part of this Agreement as though repeated here verbatim.

ARTICLE VIII - SUPPLEMENTAL SICKNESS

The provisions of Article IX of Mediation Agreement (NMB Case A-10795) dated December 11, 1981, by reference, are made a part of this Agreement as though repeated here verbatim.

ARTICLE IX - PERSONAL LEAVE

The provisions of Article X of Mediation Agreement (NMB Case A-10795) dated December 11, 1981, by reference, are made a part of this Agreement as though repeated here verbatim.

ARTICLE X - ENTRY RATES

The provisions of Article XI of Mediation Agreement (NMB Case A-10795) dated December 11, 1981, by reference, are made a part of this Agreement as though repeated here verbatim.

ARTICLE XI - WORK RULE MODIFICATIONS

The work rule changes agreed to between Amtrak and the organization signatory hereto are attached as Exhibit A and by reference are made a part of this Agreement.

ARTICLE XII - JOINT LABOR/MANAGEMENT PRODUCTIVITY COUNCIL

The agreement establishing a Joint Labor/Management Productivity Council is attached as Exhibit B and by reference, is made a part of this Agreement.

ARTICLE XIII - PROCEDURES FOR HANDLING NOTICES OR PROPOSALS  
NOT BARRED BY THIS AGREEMENT OR LOCAL  
AGREEMENTS

The provisions of Article XIII of Mediation Agreement (NMB Case A-10795) dated December 11, 1981, by reference, are made a part of this Agreement as though repeated here verbatim.

ARTICLE XIV - GENERAL PROVISIONS

Section 1 - Effect of This Agreement

(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 notices served upon the carrier by the organization signatory hereto dated on or about January 26, 1981 (wages and rules) and February 17, 1981 (health and welfare and dental), and proposals served on or about March 27, 1981, by the carrier for concurrent handling therewith. This Agreement shall remain in effect through June 30, 1984, 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 April 1, 1984 (not to become effective before July 1, 1984), any notice or proposal for the purpose of changing the subject matter of the provisions of this Agreement or which proposes matters covered by the proposals of the parties cited in paragraph (a) of this Article, and any proposals in pending notices relating to such subject matters are hereby withdrawn.

(c) Any pending proposals relating to inequity wage adjustments are hereby withdrawn and no such proposals will be served prior to March 1, 1984 (not to become effective before July 1, 1984), with the exception that if the carrier proposes a merger or coordination or a major technological change, the organization may in relation thereto, serve and progress proposals for changes in rates

of pay on an individual position basis based upon increased duties and/or responsibilities by reason of such contemplated merger, coordination or major technological change.

NOTE: For purposes of this Agreement, a "major technological change" is one involving 25 or more employees subject to the pay provisions of the collective bargaining agreement between the carrier and the organization party to this Agreement.

(d) This Article will not bar management and committees from agreeing upon any subject of mutual interest.

Signed/initialed at Washington, D.C., this 22<sup>d</sup> day of April, 1982, subject to the ratification process of the organization.

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

  
\_\_\_\_\_

FOR THE EMPLOYEES REPRESENTED  
BY THE BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES

  
\_\_\_\_\_

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

Dear Mr. Berge:

This confirms our understanding that the parties agree to refrain from the exercise of their respective self-help rights with respect to notices progressed under the procedures of Article XIII, except upon 30 days' advance written notice served on or after July 1, 1984.

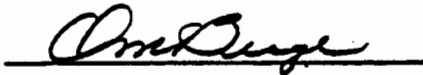
Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,



G. F. Daniels  
Vice President  
Labor Relations

I CONCUR:



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

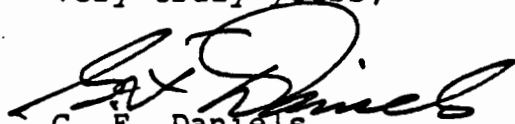
Dear Mr. Berge:

This confirms our understanding that the provisions of Article VIII - Entry Rates of the October 30, 1978 National Agreement or local rules or practices pertaining to this subject shall continue to apply to employees covered by such rules hired before the effective date of this Agreement.

Further, it is understood that in the application of Article VII of the Agreement effective May 27, 1982, entry rates shall apply to all Helper positions.

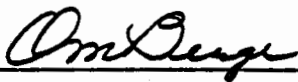
Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,



G. F. Daniels  
Vice President  
Labor Relations

I CONCUR:



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

Dear Mr. Berge:

This letter of understanding refers to negotiation of the April 22, 1982, Agreement and will become effective upon ratification of that Agreement by the Organization.

In our negotiations it was agreed to revise Rule 12 of the NEC Agreement to read as follows:

"RULE 12

APPOINTMENT TO OFFICIAL OR SUPERVISORY POSITIONS -  
RETENTION OF SENIORITY

(a) An employee possessing seniority under the provisions of this Agreement now filling or hereafter appointed to a position of Power Director, Assistant Power Director, Load Dispatcher or Assistant Load Dispatcher shall retain and continue to accumulate seniority in the class or classes in which he held seniority under this Agreement prior to such appointment, and provided he reports for duty within thirty (30) days after release from such position, he may exercise seniority in accordance with the provisions of Rule 22.

(b) Employees who, prior to July 24, 1981, accepted appointed, supervisory, or official positions in the Maintenance of Way Department not subject to the

application or exercise of seniority under this Agreement shall retain all their seniority rights and shall continue to accumulate seniority.

(c) Employees who, subsequent to July 24, 1981, accept appointed, supervisory or official positions in the Maintenance of Way Department 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 remain members in good standing with the Organization. In the event an employee fails to comply with this provision, the duly accredited representative shall so notify the Director of Labor Relations and within thirty (30) days after receipt of notification, the employees will forfeit their seniority unless, within the thirty (30) day period, the employees involved remit all monies due the union.

(d) Employees appointed to positions covered by paragraphs (b) or (c) of this Rule 12 who are subsequently removed from such positions by the Company (other than through dismissal for cause) may displace any employee with less seniority or may bid on a bulletined vacancy on the seniority roster from which promoted.

(e) Employees appointed to positions covered by paragraphs (b) or (c) of this Rule 12 who voluntarily demote themselves may bid on any advertised position thereafter, but may not displace any regular assigned employee."

Please indicate your concurrence by signing in the space provided below.

Very truly yours,

G. F. Daniels  
Vice President  
Labor Relations

AGREED:

*O. M. Berge*

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

Dear Mr. Berge:

This letter of understanding refers to negotiations of the April 22, 1982, Agreement and will become effective upon ratification of that Agreement by the Organization.

In our negotiations it was agreed to revise Rule 42 of the NEC Agreement to read as follows:

"RULE 42

STARTING TIME HOURS - CHANGE IN

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

(b) Except as provided in paragraphs (c), (f) and (g) of this Rule 42, when less than three (3) shifts are employed, the starting time of employees shall be between the hours of 6 a.m. and 8 a.m. (Track Production Gangs may be required to start between 5 a.m. and 8 a.m. from May 1 through September 30).

(c) Starting times other than those set forth in paragraphs (a) and (b) of this Rule 42 may be established for the following assignments:

1. Surfacing Gangs, when paid the district rate of pay.
2. Welding/Joint Elimination Gangs, when paid the district rate of pay.
3. Switch and Rail Renewal Gangs, when paid the district rate of pay. The term "Switch and Rail Renewal Gangs" refers to gangs engaged in the renewal of frogs, switch points, stock rails and leads or the transposition of rail.
4. Electric Traction Wire Train Gangs.
5. Inspectors, Watchmen and ET "Class A" men when assigned for protection purposes.

Employees filling assignments in any of the gangs established pursuant to this paragraph (c) shall be paid an incentive allowance of 25 cents per hour for all straight time hours worked. The incentive allowance shall be considered separate and apart from the basic rate of pay and shall not be subject to cost-of-living or general wage increases.

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

(e) Starting times will not be changed without first giving employees affected thirty-six (36) hours posted notice and then not more often than

every seven (7) days. Changes in starting times made under the provisions of this Rule 42 shall not require readvertisement; however, employees whose starting times are changed more than one (1) hour may elect to exercise their seniority to other positions in accordance with Rule 18.

(f) The provisions of this Rule 42 do not apply to:

1. Special Construction Gangs established in accordance with the provisions of the Agreement dated November 3, 1976.

2. Track Gangs whose tour of duty is changed temporarily for two (2) or more consecutive days to conform to the working hours of Corridor Gangs in conjunction with which they are working.

3. Track Gangs when assigned temporarily to perform work in tunnels at night which on account of the density of traffic cannot be performed during normal working hours.

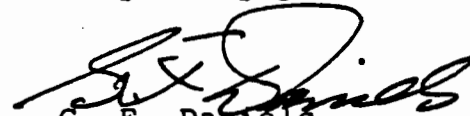
4. Drawbridge Operators, Drawbridge Tenders, Camp Overseers, Camp Car Attendants and Cooks, except that the provisions of paragraph (a) shall apply where three (3) shifts are employed.

5. New Haven Rail Welding Plant.

(g) Except as provided in paragraphs (c) and (f) of this Rule 42, starting times outside the hours specified in paragraphs (a) and (b) of this Rule 42 may not be established except by agreement, in writing, between the Director of Labor Relations and the General Chairman."

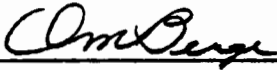
Please indicate your concurrence by signing in the space provided below.

Very truly yours,



G. F. Daniels  
Vice President  
Labor Relations

AGREED:



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

Dear Mr. Berge:

This letter of understanding refers to negotiation of the April 22, 1982, Agreement and will become effective upon ratification of that Agreement by the Organization.

In our negotiations with respect to the provisions of Rule 42(c)4, it was agreed that:

(1) The provisions of Rules 42 and 84, as revised by the Agreement of May 27, 1982, will not be applied in any manner which would obviate the provisions of paragraph 2(d) of Memorandum of Agreement dated May 18, 1978, as it relates to the specific Electric Traction gangs presently covered by said Memorandum of Agreement for a period of 24 months from the date the Agreement of 1982, becomes effective.

*This memo of Agreement replaced by 12/10/79.*

This will also confirm the following understandings reached with respect to the provisions of Rule 42(c)5:

(1) Application of the provisions of Rule 42(c)5 insofar as "Inspectors" are concerned is limited to those inspectors involved in construction projects. The provisions of such rule are not applicable to those inspectors performing inspection duties in connection with normal maintenance.



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

Please indicate your concurrence by signing in the space provided below.

Very truly yours,



G. F. Daniels  
Vice President  
Labor Relations

AGREED:



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

Dear Mr. Berge:

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

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

Very truly yours,



G. F. Daniels  
Vice President  
Labor Relations

AGREED:



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

Dear Mr. Berge:

This letter of understanding refers to negotiation of the April 22, 1982, Agreement and will become effective upon ratification of that Agreement by the Organization.

In our negotiations it was agreed to revise Rule 52 of the NEC Agreement to read as follows:

"RULE 52

WORKING LESS THAN FULL DAY WHEN WEATHER CONDITIONS PREVENT  
WORK BEING PERFORMED.

(a) When the foreman and supervisor in charge determine that weather conditions prevent work being performed, employees in gangs of ten (10) or more reporting at their regular starting time and place for the day's 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.

(b) The allowance provided by this rule shall not be used as a basis for determining whether the weather conditions permit work to be performed."

Please indicate your concurrence by signing in the space provided below.

Very truly yours,



G. F. Daniels  
Vice President  
Labor Relations

AGREED:



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

Dear Mr. Berge:

This letter of understanding refers to negotiation of the April 22, 1982, Agreement and will become effective upon ratification of that Agreement by the Organization.

In our negotiations, it was agreed to revise Rule 71 of the NEC Agreement to read as follows:

"RULE 71

ADVANCE NOTICE OF TRIAL


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

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

(b) If he desires to be represented at such trial, he may be represented by the duly accredited representative. The accused employee or his duly accredited representative, as defined in Rule 83, shall be permitted to question witnesses whose testimony is presented at the trial insofar as the interests of the accused employee are concerned. Such employee shall make his own arrangements for the presence of said representative, and of any witnesses appearing on his behalf, and no expense incident thereto will be borne by Amtrak."

Please indicate your concurrence by signing in the space provided below.

Very truly yours,

  
G. F. Daniels  
Vice President  
Labor Relations

AGREED:



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

Dear Mr. Berge:

This letter of understanding refers to negotiation of the April 22, 1982, Agreement and will become effective upon ratification of that Agreement by the Organization.

In our negotiation it was agreed to revise Rule 84 of the NEC Agreement to read as follows:

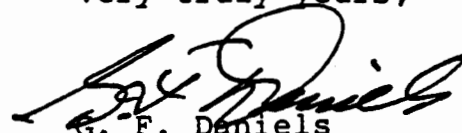
"RULE 84 - HEADQUARTERS

(a) Each designated headquarters will be supplied with lockers, washing and toilet facilities, proper heating, electrical fixtures, table and benches and will be maintained in a clean and sanitary condition.

(b) Prior to the opening of any new headquarters facility established by the Carrier, the General Chairman or his designated representative will be afforded the opportunity to inspect such new facility with the Division Engineer or his designated representative."

Please indicate your concurrence by signing in the space provided below.

Very truly yours,

  
G. F. Daniels  
Vice President  
Labor Relations

AGREED:



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

Dear Mr. Berge:

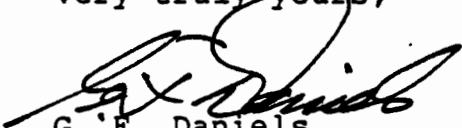
This letter of understanding refers to negotiation of the April 22, 1982, Agreement and will become effective upon ratification of that Agreement by the Organization.

In our negotiations it was agreed to revise the existing rule covering "Probationary Period" which the parties adopted on January 30, 1979, to read as follows:

"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."

Please indicate your concurrence by signing in the space provided below.

Very truly yours,

  
G. F. Daniels  
Vice President  
Labor Relations

AGREED:





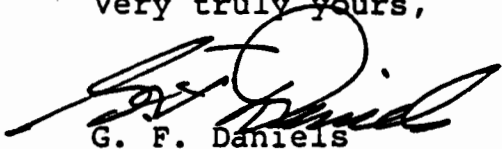
Mr. O. M. Berge, President  
Brotherhood of Maintenance of Way Employes  
12050 Woodward Avenue  
Detroit, MI 48203

Dear Mr. Berge:

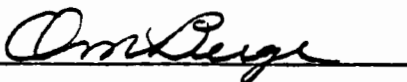
This will confirm the understanding reached during negotiation of the Agreement effective May 27, 1982, to the effect that the parties will establish a Joint Committee to review the application of the Agreement dated October 26, 1976, covering "unauthorized absences from work" for the express purpose of establishing procedures which will ensure the uniform application of such Agreement.

In addition, this will also confirm our mutual understanding that the parties will jointly review the present method of advertising positions within the Bristol Repair Shop, Bristol, PA, so as to establish a procedure for the mobility of employees to fill vacancies and new positions in the different phases or sections of the Repair Shop in accordance with the provisions of Memorandum of Understanding entered into between the parties on March 23, 1977.

Very truly yours,

  
G. F. Daniels  
Vice President  
Labor Relations

AGREED:



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

Dear Mr. Berge:

This letter of understanding refers to negotiation of the April 22, 1982, Agreement and will become effective upon ratification of that Agreement by the Organization.

In our negotiations it was agreed to add a new rule to the NEC Agreement which will read as follows:

"RULE 21-A

ABSENT WITHOUT PERMISSION

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

(b) If the Carrier refuses to accept such documented evidence, the employee or his representative may appeal such action in accordance with the appeal procedures of Rule 74 - DISCIPLINE."

Please indicate your concurrence by signing in the space provided below.

Very truly yours,



G. F. Daniels  
Vice President  
Labor Relations

AGREED:



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

Dear Mr. Berge:

This will confirm the understanding reached during negotiation of the Agreement effective May 27, 1982, to the effect that the Agreement (Tamper Operator Agreement), effective June 11, 1979, is revised to provide as follows:

1. Employees who are awarded positions covered by the Tamper Operator Agreement will remain on their assigned positions for a period of twelve (12) months beginning on January 1 of each year, to and including December 31 of that same year, except under extenuating circumstances to be evaluated and approved by the Deputy Chief Engineer and the General Chairman, or his designated representative, of the district involved.
2. Beginning with the first working day of November and each succeeding month of November thereafter, those employees who are assigned to the Tamper Operator "contract" force will have the option of:
  - (a) remaining under "contract" for another period of twelve (12) months and so notifying the Assistant Chief Engineer-Track to that effect; or


(b) exercising displacement rights commencing the first day of January to any available position in their home seniority district in accordance with the provisions of the Schedule Agreement.

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

It was further understood that the foregoing supersedes any provision of the June 11, 1979 Agreement which is in conflict therewith.

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

Very truly yours,

  
G. F. Daniels  
Vice President  
Labor Relations

AGREED:

  
\_\_\_\_\_

MEMORANDUM OF AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

And Its Employees

Represented By

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

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

IT IS AGREED:

I. Work Classification Descriptions

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

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

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

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

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

	<u>Southern District</u>	<u>Northern District</u>
A. B&B Helper (First Year 85%)	\$ 8.7420	\$ 8.5740
(Second Year 92%)	\$ 9.4620	\$ 9.2800
(Full Rate)	\$10.2850	\$10.0870
B. B&B Mechanic	\$11.1660	\$11.3090
C. B&B Inspector	\$11.6410	---
D. B&B Assistant Foreman	\$11.6410	---
E. B&B Foreman	\$12.1360	\$11.5950 (Carp., Painter)
		\$11.5280 (Mason)
		\$12.3140 (Ironworker)

III. Employment

- A. Employees hired subsequent to the Agreement effective May 27, 1982, will be employed as B&B Mechanics (or Helpers) in lieu of being employed as either Ironworkers (or Helpers), Masons (or Helpers), Carpenters (or Helpers), or Painters (or Helpers).
- B. In order to qualify as a B&B Mechanic (or Helper) an employee will be required to possess the skills normally associated with at least one of the crafts of Ironworker, Mason, Carpenter or Painter and to possess the personal hand tools normally required to

perform the duties of the craft in which he is skilled. It shall be the obligation of the company to furnish B&B Mechanics those tools which are necessary when performing the duties of a craft other than that which was used to initially establish his qualification as a B&B Mechanic (or Helper).

IV. Seniority

A. Mechanic, Mechanic Helper

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

B. Foreman, Assistant Foreman, Inspector

1. The existing respective Foreman, Assistant Foreman and Inspector seniority rosters covering Ironworkers, Masons, Carpenters and Painters will be frozen coincident with the establishment of the new classes of B&B Foreman, B&B Assistant Foreman and B&B Inspector effective May 27, 1982.



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

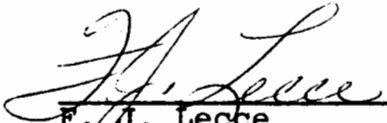
V. Bulletin and Assignment

- A. Jobs will be bulletined in accordance with the Rules Agreement. Until such time as any particular mechanics craft has disappeared through attrition, new positions for vacancies in such mechanics craft shall be advertised by craft designation.
- B. Employees on the frozen craft roster of the craft shown on a bulletin shall have a prior right to such position based upon their seniority standing on that frozen roster.
- C. Foreman and Assistant Foreman on the frozen craft roster of the craft shown on a bulletin for Foreman or Assistant Foreman shall have a prior right to such position based upon their seniority standing on that frozen roster.
- D. Any position not filled from a frozen craft roster shall be awarded in accordance with Agreement rules and the Applicant's seniority standing on the appropriate consolidated seniority roster.
- E. Composite gangs consisting of employees of two or more of the crafts of Ironworker, Mason, Carpenter, Painter or B&B Mechanic may be established until such time as the crafts of Ironworker, Mason, Carpenter or Painter have been replaced, through attrition, by that of the newly established craft of B&B Mechanic.


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


Signed at Philadelphia, PA this 16<sup>TH</sup> day of AUGUST, 1983.

FOR:  
BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES

  
\_\_\_\_\_  
F. J. Lecce  
General Chairman -  
Southern District

FOR:  
NATIONAL RAILROAD PASSENGER  
CORPORATION

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

  
\_\_\_\_\_  
J. J. Lattanzio  
General Chairman -  
Northern District

SEPTEMBER 1, 1983

copies to: All Amtrak Vice Chairmen  
and District Chairmen

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

Dear Mr. Berge:

This letter of understanding refers to negotiation of the April 22, 1982, Agreement and will become effective upon ratification of that Agreement by the Organization.

In our negotiations with respect to the establishment of the new classifications of B&B Mechanic and B&B Helper, the following principles were agreed to:

1. Employees hired subsequent to the Agreement effective May 27, 1982, will be employed as B&B Mechanics (or Helpers) in lieu of being employed as either Iron Workers (or Helpers), Masons (or Helpers), Carpenters (or Helpers), or Painters (or Helpers).
2. The existing seniority rosters covering Iron Workers (or Helpers), Masons (or Helpers), Carpenters (or Helpers), or Painters (or Helpers) will be frozen coincident with the establishment of the new classes of B&B Mechanic and B&B Helper.
3. In order to qualify as a B&B Mechanic (or Helper) an employee will be required to possess the skills normally associated with at least one of the crafts of Iron Worker, Mason, Carpenter or Painter and to possess the personal hand tools normally

required to perform the duties of the craft in which he is skilled. It shall be the obligation of the company to furnish B&B Mechanics those tools which are necessary when performing the duties of a craft other than that which was used to initially establish his qualification as a B&B Mechanic (or Helper).

4. New district seniority rosters will be established for B&B Mechanics and Helpers and Rule 14 will be amended accordingly. The rate of pay for B&B Mechanic shall be the same as the rate of pay applicable to Iron Worker, Mason, Carpenter, and Painter. The rate of pay for B&B Helper shall be the same as the rate of pay applicable to Iron Worker Helper, Mason Helper, Carpenter Helper, and Painter Helper.
5. Composite gangs consisting of employees of two or more of the crafts of Iron Worker, Mason, Carpenter, Painter or B&B Mechanic may be established until such time as the crafts of Iron Worker, Mason, Carpenter or Painter have been replaced, through attrition, by that of the newly established craft of B&B Mechanic.

The Organization's General Chairmen for the Northern and Southern Districts and Amtrak's Assistant Vice President-Labor Relations shall meet promptly for the purpose of agreeing upon specific agreement language to fully implement the agreed-to principles set forth in items 1, 2, 3 and 4 above, as well as the necessary language to establish the new classifications of Foreman-B&B and Assistant Foreman-B&B in lieu of Foreman or Assistant Foreman-Iron Worker, Foreman or Assistant Foreman-Mason, Foreman or Assistant Foreman-Carpenter, Foreman or Assistant Foreman-Painter.

Please indicate your concurrence by signing in the space provided below.

Very truly yours,



G. F. Daniels  
Vice President  
Labor Relations

AGREED:



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

Dear Mr. Berge:

This will confirm the understanding reached during negotiation of the Agreement dated April 22, 1982, that work rule modifications agreed to in connection with the NEC Agreement as set forth in Letters No. 1, 5 and 8 of this Exhibit A are also applicable to and modify the rules of the Corporate Agreement.

Please indicate your concurrence by signing in the space provided below.

Very truly yours,



G. F. Daniels  
Vice President  
Labor Relations

AGREED:



Exhibit B

MEMORANDUM OF AGREEMENT  
COVERING THE ESTABLISHMENT OF A  
JOINT LABOR/MANAGEMENT PRODUCTIVITY COUNCIL

I. The Corporation and its employees share the mutual objective of enhancing Amtrak's survival, and an important factor to be addressed is that of improving the productivity of both management and labor. The parties recognize that there is a reservoir of untapped employee input to constructive productivity improvement and agree to the following as a means of accomplishing our objective:

II. The parties will establish a Joint Labor/Management Productivity Council, which will consist of one representative from each organization signatory hereto and an equal number of management representatives. The Council shall select a neutral public member who shall serve as Chairman.

III. The Council will examine all aspects of Amtrak operations for the purpose of identifying those areas which have an impact on the productivity of the Corporation and its employees and make specific recommendations for changes. No recommendation will be made which will infringe on the collective bargaining agreement

of any union member of the Council without the approval of the union involved. Several areas will be examined, including (but not limited to):

absenteeism	training
employee morale	working environment
management practices	work force distribution,
revenue-to-cost ratio	including the ratio of management to union employees

IV. The Council will establish such local task forces as are necessary to ensure a comprehensive analysis and review of each phase of Amtrak's existing operation.

Local Productivity Task Forces will consist of an equal number of management and union employees and will be responsible directly to the Council.

Local task forces will recommend changes and may institute experimental programs embodying such recommendations, if approved by the Council.

V. The Council shall issue the following reports:

1. 120 days after formation -- report to the Chief Executive of each organization signatory hereto and the President of Amtrak on the organization of the Council, its ground rules and the local task forces established.



2. 360 days after formation -- interim report to the Chief Executive of each organization signatory hereto and the President of Amtrak on the findings of Council, local experiments, recommendations, etc.
3. Such additional interim reports to the Chief Executive of each organization signatory hereto and the President of Amtrak, as the Council deems necessary or desirable.
4. January 1, 1984 -- final report of Council submitted to the Chief Executive of each Amtrak union signatory to this agreement, the President of Amtrak and the Secretary of Transportation, and the chairmen of the Senate and House committees having jurisdiction over Amtrak matters.

The final report shall:

- (a) summarize the activities of the Council and the local task forces;
- (b) outline the findings of the Council and the results of any specific experiments conducted;

(c) make recommendations for changes by the parties which will enhance the productivity of the Corporation.


FOR THE BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES

  
\_\_\_\_\_  
O. M. Berge, President


FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

  
\_\_\_\_\_  
G. F. Daniels, Vice President

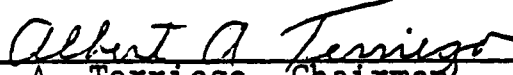
FOR THE BROTHERHOOD OF RAILWAY,  
AIRLINE, AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND  
STATION EMPLOYES

  
\_\_\_\_\_  
R. I. Kilroy, International  
President

FOR THE INTERNATIONAL BROTHERHOOD  
OF BOILERMAKERS, IRON SHIP  
BUILDERS, BLACKSMITHS, FORGERS  
AND HELPERS

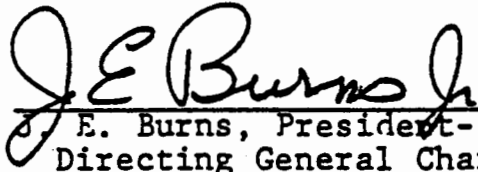
  
\_\_\_\_\_  
C. P. Merry, Director,  
Railroad Division

FOR THE JOINT COUNCIL OF CARMEN,  
HELPERS, COACH CLEANERS AND  
APPRENTICES

  
\_\_\_\_\_  
A. A. Terriego, Chairman

MEMORANDUM OF AGREEMENT  
COVERING THE ESTABLISHMENT OF A  
JOINT LABOR/MANAGEMENT PRODUCTIVITY COUNCIL  
(Continued)

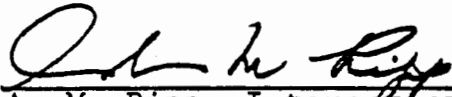
FOR THE INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND AEROSPACE  
WORKERS



---

J. E. Burns, President-  
Directing General Chairman

FOR THE INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS



---

A. M. Ripp, International  
Vice President

FOR THE SHEET METAL WORKERS  
INTERNATIONAL ASSOCIATION

---

R. L. King, International  
Representative