



January 22, 1987

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

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

Gentlemen:

The attached January 5, 1987 Agreement, as modified, has been signed by the parties subject to being ratified by affected members of the Brotherhood of Maintenance of Way Employes.

Very truly yours,

A handwritten signature in cursive script, appearing to read "L. C. Hriczak".

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

A handwritten signature in cursive script, appearing to read "J. J. Davison".  
\_\_\_\_\_  
J. J. Davison  
General ChairmanA handwritten signature in cursive script, appearing to read "J. Dodd".  
\_\_\_\_\_  
J. Dodd  
General Chairman

January 5, 1987

A G R E E M E N T

THIS AGREEMENT made this            day of            1987, by and between the National Railroad Passenger Corporation (Amtrak) and the Brotherhood of Maintenance of Way Employees, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - WAGES

The provisions of Article I (Wages), including Side Letter No. 1, of Mediation Agreement (NMB Case A-11540) dated October 17, 1986, by reference, are made a part of this Agreement as though repeated here verbatim.

ARTICLE II - COST OF LIVING ADJUSTMENTS

The provisions of Article II (Cost of Living Adjustments) of Mediation Agreement (NMB Case A-11540) dated October 17, 1986, by reference, are made a part of this Agreement as though repeated here verbatim.

ARTICLE III - RATE PROGRESSION - NEW HIRES

The provisions of Article III (Rate Progression-New Hires), including Side Letter Nos. 2 and 3, of Mediation Agreement (NMB Case A-11540) dated October 17, 1986, by reference, are made a part of this Agreement as though repeated here verbatim.

ARTICLE IV - TERMINATION OF SENIORITY

The provisions of Article IV (Termination of Seniority), including Side Letter No. 4, of Mediation Agreement (NMB Case A-11540) dated October 17, 1986, by reference, are made a part of this Agreement as though repeated here verbatim.

ARTICLE V - HEALTH AND WELFARE PLAN

The provisions of Article V (Health and Welfare Plan), including Side Letter Nos. 5, 6, 7, and 8, of Mediation Agreement (NMB Case A-11540) dated October 17, 1986, by reference, are made a part of this Agreement as though repeated here verbatim.

## ARTICLE VI - 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 VII - 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 April 30, 1984, (wages and benefits - health and welfare - supplemental sickness - "deferral" recovery), August 21, 1984, (rules), and February 4, and/or 5, 1985 (protection and "deferral" recovery) and proposals served on the Organization on or about July 11, 1984, October 12, 1984 and March 26, 1985 by the Carrier for concurrent handling therewith. This Agreement shall remain in effect through June 30, 1988 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) Except as provided in Section 1 (c) of this Article, no party to this Agreement shall serve, prior to April 1, 1988 (not to become effective before July 1, 1988), 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) The notices of the parties referred to in Article V of this Agreement may be progressed nationally in accordance with the provisions of that Article, and Amtrak will apply any changes to the Health and Welfare Plan resulting therefrom.

Amtrak



January 5, 1987  
Letter "D"

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

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

Gentlemen:

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

Very truly yours,

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

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

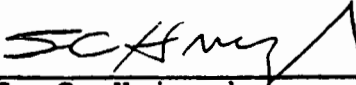
\_\_\_\_\_  
J. Dodd  
General Chairman

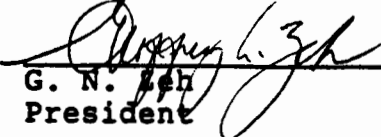
(d) This Article will not bar management and committees from agreeing upon any subject of mutual interest.


Signed at Philadelphia, PA, this            day of  
1987, subject to the ratification process of the Organization.

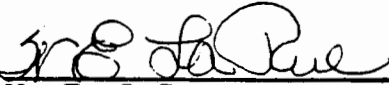
FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

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

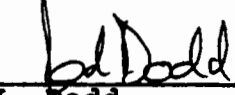
  
\_\_\_\_\_  
L. C. Hriczak  
Director-Labor Relations

  
\_\_\_\_\_  
G. N. LaRue  
President

  
\_\_\_\_\_  
G. E. Ellis  
Assistant Vice President-  
Chief Engineer

  
\_\_\_\_\_  
W. E. LaRue  
Vice President

\_\_\_\_\_  
C. E. Woodcock III  
Assistant Director-  
Labor Relations

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

\_\_\_\_\_  
P. A. Engle  
Labor Relations Officer

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



January 22, 1987  
Letter "A"

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

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

Gentlemen:

This confirms our understanding that the parties agree to refrain from the exercise of their respective self-help rights with respect to pending notices or new notices served which are not covered by the moratorium of the January 5, 1987, Agreement, except upon 30 days' advance written notice served on or after July 1, 1988.

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

Very truly yours,

A handwritten signature in dark ink, appearing to read "L. C. Hriczak", written over a horizontal line.

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

A handwritten signature in dark ink, appearing to read "J. J. Davison", written over a horizontal line.

J. J. Davison  
General Chairman

A handwritten signature in dark ink, appearing to read "J. Dodd", written over a horizontal line.

J. Dodd  
General Chairman



January 5, 1987  
Letter "B"

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

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

Gentlemen:

During the negotiations of the Agreement of this date we discussed situations where personal leave days are taken either immediately preceding or following a holiday.

This reconfirms our understanding that 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.

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

Very truly yours,

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

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

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

Amtrak



January 5, 1987  
Letter "C"

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

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

Gentlemen:

This confirms our discussions with respect to the Organization's request that it be supplied with additional information concerning employees it 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. However, the parties require further discussion to identify the type of information requested by the Organization that would be readily available from the Carrier generally.

It is the intent of the parties that a final understanding be reached as soon as possible and that 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 letter of understanding.

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

Very truly yours,

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

I CONCUR:

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



January 22, 1987

**EXHIBIT "A"**  
**SUMMARY**

<u>REVISION NO.</u>	<u>RULE NO.</u>	<u>SUBJECT</u>
1	-----	Scope and Work Classification (With Attachment "A", Two Side Letters)
2	Rule 2	Qualifications
3	Rule 3	Advertisement and Assignment to Position
4	Rule 4	Temporary Positions and Vacancies - Method of Filling
5	Rule 6	Failure to Qualify - Bulletined Position
6	Rule 12	Appointment to Official or Supervisory Position (With Side Letter)
7	Rule 14	Seniority Districts - Working Zones - Track Department and Bridge and Building Department
8	Rule 16	Rosters (With Side Letter)
9	Rule 18	Reduction in Force - Retaining Rank on Roster
10	Rule 19	Probationary Period
11	Rule 20	Military Training
12	Rule 21	Returning from Furlough
13	Rule 22	Returning to Duty from Leave of Absence, Sickness, etc.
14	Rule 30	Hours Constituting a Day
15	Rule 42	Starting Times (With Five Side Letters)
16	Rule 43	Hourly Basis
17	Rule 48	Holidays
18	Rule 52	Working Less than Full Day When Weather Conditions Prevent Work Being Performed (With
19	Rule 55	Preference for Overtime Work
20	Rule 64	Claims for Compensation
21	Rule 89	Northeast Corridor Units (With Side Letter Applicable)
22	Rule 90-A	Track Units-Southern District (With Side Letter Applicable)
23	Rule 90-B	Track Units-Northern District (With Side Letter Applicable)
24	Rule 90-C	Bridge and Building Units-Northern District
25	Rule 98	Printing of Agreement
26	-----	Minimum Force Agreement

**"A G R E E M E N T**

**Entered Into By And Between**

**THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)**

**NORTHEAST CORRIDOR**

**and**

**Its Employes Represented By**

**THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES**

**Effective May 19, 1976**

**SCOPE AND WORK CLASSIFICATIONS**

**A. SCOPE**

These rules, subject to the exceptions herein, shall constitute the agreement between National Railroad Passenger Corporation, hereinafter referred to as "AMTRAK", and its respective employes of the classifications herein set forth, represented by the Brotherhood of Maintenance of Way Employes, hereinafter referred to as Brotherhood, engaged in work generally recognized as Maintenance of Way work, such as, inspection, construction, repairs and maintenance of water facilities, bridges, culverts, buildings and other structures, tracks, fences and roadbed, including catenary system, third rail, substations and transmission in connection with electric train operation, and work which as of June 1, 1945, was being performed by these employes, such as station lighting, power lines, floodlights, on elevators and drawbridges, and shall govern the rates of pay, rules and working conditions of such employes.

Nothing in this Agreement shall be construed to require the transfer of work now being performed by AMTRAK employes not covered by this Agreement to employes covered by this Agreement. In the event AMTRAK plans to contract out work within the scope of the schedule agreement, the Director-Labor Relations shall notify the General Chairman in writing as far in advance of the date of the contracting transaction as is practicable and in any event not less than fifteen (15) days prior thereto.

If the General Chairman requests a meeting to discuss matters relating to the said contracting transaction, the Director-Labor Relations or his representative shall promptly meet with him for that purpose. The Director-Labor Relations or his representative and the General Chairman or his representative shall make a good faith attempt to reach an understanding concerning said contracting, but if no understanding is reached, the Director-Labor Relations may nevertheless proceed with said contracting, and the General Chairman may file and progress claims in connection therewith.

Nothing in this Rule shall affect the existing rights of either party in connection with contracting out except as provided below. Its purpose is to require AMTRAK to give advance notice and, if requested, to meet with the General Chairman to discuss and if possible reach an understanding in connection therewith, except in emergencies. "Emergencies" as that term is used herein applies to fires, floods, heavy snow and like circumstances.

1. EXCEPTIONS

- a. Effective the following work may not be contracted out without the written concurrence, except in case of emergency, of the appropriate General Chairman.
- (1) Track inspection, maintenance, construction or repair from four (4) inches below the base of the tie up, and undercutting.
  - (2) Inspection, maintenance, construction or repair of third rail systems and the electric traction catenary wire system including transmission wires, poles and appurtenances, which are not integrally associated with overhead bridges or similar structures. Routine substation maintenance of the type being performed under the scope of this Agreement on January 1, 1987. Specifically excluded from this provision are new substation installation or construction and the construction or conversion of major power systems.
  - (3) Bridge and Building inspection, maintenance, construction or repair of the type being performed by Amtrak forces under the scope of this Agreement on January 1, 1987, specifically excluding major construction projects such as station redevelopments or tunnel and bridge projects and non-railroad projects.

- b. It is understood that the written concurrence of the General Chairman for the contracting of work in Paragraph 1.a. above will not be required where the time of completion for the work, as determined prior to the start of construction of projects contracted in accordance with Paragraph 1.a., can not be met for the following reasons:
- (1) Lack of available skilled manpower. However, the Carrier shall make a reasonable effort to hire additional employees and train current employees to perform the work in question if such does not add unreasonable cost to the project and if the project is not a "one time" job that will require furlough of most of such employees, who cannot be used in connection with other projects, following completion. Further, the work referenced in 1.a. (1), (2), and (3) will not be contracted out if sufficient employees to perform the project are furloughed within the sub department.
  - (2) Lack of essential equipment.
- c. Should a significant change in the time of completion referenced in Paragraph b. occur after the start of construction, the Carrier shall schedule a conference and discuss the circumstances for such change as soon as possible.
- d. Any question with regard to contracting out work in accordance with the scope of this Agreement may be referred by either party to a Special Board of Adjustment created specifically and solely to hear and render decisions upon such questions. The Special Board of Adjustment shall operate in accordance with the Agreement appended hereto as Attachment "A".
- e. Articles I through III, inclusive, of this Scope Rule are the Work Classification Rules of the various classifications of employes in the Maintenance of Way and Structures Department covered by this Agreement. Where reference is made in this Agreement to work generally recognized as Maintenance of Way work or work of a particular classification, such work is work so recognized on the AMTRAK Passenger Corridor, Washington, DC to Boston, Massachusetts (excluding that portion from New Rochelle, New York, to New Haven, Connecticut), including Harrisburg, Pennsylvania, to Philadelphia, Pennsylvania, and New Haven to Springfield, Massachusetts. The listing of the various classifications is not intended to require the establishment or to prevent the abolishment of positions in any classification, nor to require the maintenance of positions in any classification. The listing of work

under a given classification is not intended to assign work exclusively to that classification. It is understood that employes of one classification may perform work of another classification subject to the terms of existing rules or agreement between the parties hereto.

This Agreement does not apply to the following employes in the Maintenance of Way and Structures Department:

- (1) Employes of AMTRAK covered by "Agreements entered into by and between AMTRAK and Clerical, Other Office, Station and Storehouse Employes of AMTRAK designated herein, Represented by Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes, except as otherwise specified."
- (2) Employes of AMTRAK covered by the "Agreements entered into by and between AMTRAK and Telegraph and Signal Department Employes of AMTRAK designated herein, Represented by Brotherhood of Railroad Signalmen of America."

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"B. WORK CLASSIFICATION RULE

PREAMBLE

As used in this Agreement, position titles are deemed to be without gender and no position title shall be construed in any way to denote 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.

ARTICLE I - BRIDGE AND BUILDING AND TRACK DEPARTMENTS

The description of each position title outlined in this Article is intended to cover the primary duties of that position and, in addition, it is understood that each title comprehends other work generally recognized as work of that particular classification.

1. (a) Foreman - Directs and works with employes assigned under their jurisdiction.

(b) Assistant Foreman - Directs and works with employes assigned to them under the supervision of a Foreman. This classification includes:

Foreman and Assistant Plumber-except Northern District  
Foreman and Assistant Carpenter  
Foreman and Assistant Ironworker  
Foreman and Assistant Painter  
Foreman and Assistant Mason  
Foreman and Assistant Tinsmith - except Northern District  
Foreman and Assistant Welder  
Foreman and Assistant M of W Equipment - except Northern District  
Foreman and Assistant Track  
Foreman and Assistant Miscellaneous - except Northern District  
Foreman and Assistant Track-Wreck - except Northern District  
Foreman and Assistant Work-Wreck - except Northern District  
Foreman and Assistant Wreck - except Northern District  
B&B Foreman and B&B Assistant Foreman

2. Plumber or Pipefitter - except Northern District - Installation of or repairs to plumbing or piping on water lines, heating boilers, stoves, drinking fountains, lavatories, heat distribution lines including appurtenances incidental thereto, fuel oil lines of diesel fueling stations, sanding stations, compressed air lines, fire protection water systems, liquid storage tanks, waste and sewage lines, fuel lines in connection with operation of switch heaters, wiping and caulking of lead joints.
3. Plumber Helper - except Northern District - Assists Plumber or Pipefitter.
4. Carpenter - Construction of, repairs to or dismantling of structures made of wood or wood substitutes.
5. Carpenter Helper - Assists Carpenter.
6. Ironworker - Construction of, repairs to or dismantling of metal structures (11 gauge or thicker - U. S. Standard).

7. Ironworker Helper - Assists Ironworker.
  8. Painter - Paints, sizes, glazes, stains, tints or decorates with paint, or a substitute for paint, on structures and preparation of such surfaces for painting.
  9. Painter Helper - Assists Painter.
  10. Mason - Construction of, or repairs to masonry or concrete structures, including concrete forms.
  11. Mason Helper - Assists Mason.
  12. B&B Mechanic - Construct, repair and maintain bridges, buildings and other structures.
  13. B&B Helper - Assists a B&B Mechanic.
- \*\*\*\*\*
34. B&B Inspector - except Northern District - Inspects bridges, buildings and other structures under the jurisdiction of the Maintenance of Way Department.
- \*\*\*\*\*
49. Electronic Technician - except Northern District - Install, maintain, calibrate, test and repair of electronic and electro-magnetic components associated with SCADA (Supervisory Control and Data Acquisition) Systems and remote control of and protection of Electric Traction Facilities."

**AGREEMENT**

**Between**

**THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)**

**And**

**THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

For the purpose of establishing a Special Board of Adjustment under Section 3 Second of the Railway Labor Act, as amended,

IT IS AGREED:

- A. There is hereby established a Special Board of Adjustment which shall be known as Special Board of Adjustment No. \_\_\_\_\_, hereinafter referred to as the "Board".
- B. The Board shall have jurisdiction only of disputes or controversy arising out of the interpretation, application or enforcement of the Scope Rule provision of the Schedule Agreement, as revised September 2, 1986, between the parties hereto.
- C. The Board shall consist of three members. The Carrier Member of this Board shall be the Director-Labor Relations. The Employee Member of this Board shall be the appropriate General Chairman. The third member, who shall be Chairman of the Board, shall be a neutral person, unbiased as between the parties, and shall be selected as provided in Paragraph D hereof. Party members of the Board may be changed or substituted for from time to time, and at any time, by the respective parties designating them.
- D. The Carrier Member and the Employee Members have agreed that \_\_\_\_\_ shall, to the extent practical, be the neutral member and Chairman of the Board. If \_\_\_\_\_ is unable or unavailable to serve as Chairman of the Board for the timely handling of any dispute referred to the Board, the Carrier Member and the Employee Member shall endeavor to select a neutral member who shall serve as Chairman. Should the members be unable to agree upon the appointment of the neutral member within five (5) days, either party may request the National Mediation Board to appoint the neutral member. The compensation and expenses of the neutral member shall be paid in accordance with existing law.



In case a dispute arises involving an interpretation or application of an award while the Board is in existence or upon recall within thirty (30) days thereafter, the Board upon request of either party shall interpret the award in the light of the dispute.

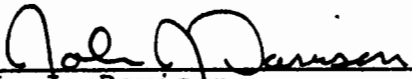
- I. The time limits set forth in this Agreement may be extended by agreement of the parties.

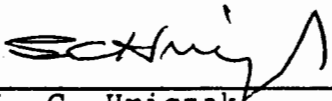
Signed at Philadelphia, PA, January 5, 1987.

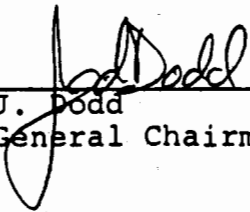
For the

BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES

NATIONAL RAILROAD  
PASSENGER CORPORATION

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

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

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

- E. The Board shall meet at Philadelphia, PA, as required.
- F. Either party to this Agreement may initiate a dispute to the Board following the required meeting to discuss matters relating to the contracting transaction and the Board shall hold hearings on each dispute or controversy submitted to it. At such hearings, the parties may be heard in person, by counsel, or by other authorized representatives, as they may elect.

The initial submission may be oral and/or in writing. If the neutral member is unable to issue an award from an oral or written submission within five (5) days of the hearing, he shall request such additional information as he deems relevant to proper adjudication of the dispute and may order that the parties submit such information to the Board in writing. In that event, such written information shall be submitted within thirty (30) days of order from the neutral member.

- G. The parties agree that the Board shall have jurisdiction to make determinations upon all matters, procedural and/or substantive, involved in any dispute or controversy submitted to it pursuant to Paragraph B of this Agreement. In the event a so-called procedural matter arises, the Board shall first make a determination upon the procedural matter and, if then necessary, rule upon the merits of the particular dispute or controversy.
- H. The Board shall make findings of fact and render an award on each case submitted to it within sixty (60) days after the close of the initial hearing of each case, with the exception of such case(s) as may be withdrawn from the Board by the party submitting the case. No case may be withdrawn after hearing on that case has begun, except by consent of both parties. Such findings and awards shall be in writing, and copies shall be furnished to each of the parties to the dispute at an executive session of the Board, and if in favor of the petitioner, shall direct the other party to comply therewith on or before the day named which shall be no more than thirty (30) days after the date of the award. Any payment ordered by the Board shall be made within thirty (30) days of the order to the appropriate party as per the award. Each member of the Board shall have one vote and any two members of the Board shall be competent to render an award and to make any decision which the Board is empowered to make by statute or this Agreement.



Revision No. 1  
Side Letter No. 1  
January 5, 1987

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

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

Gentlemen:

This letter of understanding refers to negotiation of the revised Scope and Work Classifications Rule of the January 5, 1987, Agreement and will become effective upon ratification of that Agreement by the Organization.

It is the Carrier's intent to continue performing general right of way clean-up work and brush cutting with employees who are members of the Brotherhood of Maintenance of Way Employes. However, it is not the Carrier's intention by this letter to prevent other employees from performing the foregoing work if related to, or incidental to, the performance of work associated with their positions.

If the foregoing reflects our understanding in this regard, please sign where indicated.

Very truly yours,

A handwritten signature in dark ink, appearing to read "L. C. Hriczak", written over a horizontal line.

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

A handwritten signature in dark ink, appearing to read "J. J. Davison", written over a horizontal line.

J. J. Davison  
General Chairman

A handwritten signature in dark ink, appearing to read "J. Dodd", written over a horizontal line.

J. Dodd  
General Chairman



Revision No. 1  
Side Letter No. 2  
January 22, 1987

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

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

Gentlemen:

This has reference to the Agreement negotiated between Amtrak and the Brotherhood of Maintenance of Way Employes dated January 5, 1987. It is understood that it is the Carrier's intent to preserve work of the scope and magnitude historically performed by members of the BMWE for the Carrier as of January 1, 1987, or prior thereto. It is understood that Paragraph A.1.b. of the Scope Rule of the Agreement dated January 5, 1987, will not apply to work of the scope and magnitude historically performed by members represented by the BMWE.

Amtrak intends to use the BMWE represented employees to perform work beyond that which is reserved to them in Items A.1.a. (1), (2), and (3). However, such use does not create obligations or rights to work which do not exist in the current Agreement. BMWE agrees to meet with management from time to time to review the current provisions of the existing Agreement and consider making adjustments in scope, work rules, and/or rates of pay where such will result in more work being performed by BMWE.

Additionally, should the Carrier lease 30th Street Station, Philadelphia, PA to another party, Amtrak will work out an understanding for the BMWE employees who will be adversely affected.

Gentlemen  
January 22, 1987  
Page Two


The foregoing Paragraph will not be construed to in any way  
modify Amtrak's obligation under Article IV of the Agreement.

Very truly yours,

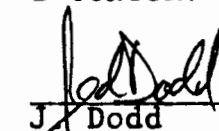


L. C. Hriczak  
Director-Labor Relations

I CONCUR:

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

I CONCUR:

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

"RULE 2

QUALIFICATIONS FOR POSITIONS

(a) In making application for an advertised position or vacancy, or in the exercise of seniority, an employe will be permitted, on request, or may be required, to give a reasonable, practical demonstration of his qualifications to perform the duties of the position.

(b) In the event the employee requests, or is required, to give a reasonable and practical demonstration of his qualifications for a position, the Company must give uniform job related tests based on reasonable job related criteria in order to ascertain initial qualifications for positions. The General Chairman or his designated representative shall have the right to inspect the tests and/or criteria and results of such tests to determine that the application of such tests and/or criteria are uniform to all employees.

(c) Upon becoming qualified for a position, an employee shall not be disqualified, other than for failure to maintain in current status qualifications on necessary rules or physical characteristics, without a hearing and investigation. An employee shall not be required to requalify for a machine similar to the machine he was operating in the event of a displacement or job award to such a similar machine.

(d) When on-the-job training opportunities to operate Maintenance of Way machinery occur in a gang, employes within that gang who request such training in writing to the General Foreman or higher level supervisor of that gang shall be given the opportunity in seniority order. Such employes shall first be given the opportunity to qualify on AMT-1 and AMT-2 rules, as appropriate, and then, if so qualified, the opportunity to train with a qualified machine operator as requirements of service permit.

Should an employee so covered fail to make sufficient progress and/or qualify, he will be removed from such training and will be ineligible for consideration for future on-the-job training on the involved and similar machinery for a period of one year. If the employe so removed disputes his removal, the employee, or his representative may file a protest pursuant to Rule 75 with the appropriate Assistant Chief Engineer. Any other disputes under this Section (d) may also be progressed pursuant to Rule 75."

"RULE 3

ADVERTISEMENT AND ASSIGNMENT TO POSITION

(a) All positions and vacancies will be advertised within thirty days previous to or within five days following the dates they occur, except that temporary vacancies need not be advertised until the expiration of thirty days from the dates they occur.

(b) Advertisements will show whether the positions or vacancies are of a permanent or temporary nature, and will be posted for a period of seven days at the headquarters of the gangs in the sub-department of employees entitled to consideration in filling the positions, during which time an employee may file his application. Advertisements shall be posted on Monday and shall close at 5:00 PM on the following Monday. Bids which are postmarked or received anytime during the application period will be considered.

(c) Application for new position or vacancy advertised under this Rule 3 must be prepared on Bid Form with receipt attached thereto, properly filled out, and filed with the official whose name appears on the advertisement, who will detach receipt, sign, and return same to the applicant.

(d) Awards will be made and bulletin announcing the name of the successful applicant will be posted within ten (10) days after the close of the advertisement. The ten (10) days may be extended by an equal number of work days when any of the nationally observed holidays enumerated in Rule 48 fall within the normal work week of the involved assignment office.

This rule shall not be construed so as to require the placing of employes on their awarded positions when properly qualified employes are not available at the time to fill their places, but physical transfers must be made within ten days.

(e) An employee awarded a position who would establish seniority in the classification as a result of the award may only bid to equal or higher rated positions for the ninety (90) days from the effective date of the award. An employee displaced, abolished or disqualified from such position may exercise his rights as outlined in Rule 18 without loss of seniority except as provided in Rule 6. However, in the event an employee bids a lower rated position during this ninety (90) day period he/she will forfeit seniority in that higher class.

(f) An advertisement may be cancelled within seven (7) days from the date advertisement is posted.

(g) An employe who desires to withdraw his bid or application for an advertised position or vacancy must file his request in writing, with the official whose name appears on the advertisement within seven (7) days from the date the advertisement is posted.

(h) Nothing in these rules prohibits the Management from employing mechanics and according them seniority when there are no helpers qualified as mechanics."



"RULE 4

TEMPORARY POSITIONS AND VACANCIES - METHOD OF FILLING

(a) A position or vacancy may be filled temporarily pending assignment. When the new positions or vacancies occur the senior available employees will be given the preference, whether working in a lower rated position or in the same grade or class pending advertisement and award.

(b) An employee so assigned may be displaced by a senior employee working in a lower rated position or in the same grade or class, provided displacement is made prior to the starting time of the assigned tour of duty, by notice to the Foreman or other officer in charge. The latter employee will not be subject to similar displacement from such temporary assignment by a senior employee unless such employee is exercising seniority in accordance with Rule 18.

(c) Employees temporarily assigned in accordance with the foregoing will be governed by the starting time, headquarters, tour of duty and rate of pay of the position so filled.

The provisions of this paragraph (c) apply only when positions are filled by AMTRAK in accordance with paragraph (a) of this Rule 4, and when an employee in the exercise of seniority displaces a junior employee.

The provisions of this paragraph (c) do not apply to employees assigned by AMTRAK to fill vacancies or new positions pending assignment after they have expressed a desire not to be so assigned.

(d) Temporary vacancies which are not advertised will be filled in like manner.

(e) The word "senior" as used in this Rule 4 means the senior qualified employee on the roster involved and then on any seniority roster in the same sub-department, and then on any seniority roster."

Revision No. 5  
January 5, 1987

"RULE 6

FAILURE TO QUALIFY -BULLETINED POSITION

An employe awarded an advertised position and failing to qualify within thirty (30) days, will return to his former position if available to him without loss of seniority, but will acquire no seniority dating on the position for which he failed to qualify. If his former position is not available to him, he may exercise seniority as outlined in Rule 18."

"RULE 12

APPOINTMENT TO OFFICIAL OR SUPERVISORY POSITIONS -  
RETENTION OF SENIORITY

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

(b) Employees under this Agreement shall have the right to make application for General Foreman positions in the area of their expertise in the Maintenance of Way Department which are not subject to the exercise of seniority under this Agreement and if senior will be afforded full review for the position consistent with Amtrak personnel policies. Such positions shall be bulletined to the Sub-department and locations specified in Rule 14 for the Brotherhood of Maintenance of Way Employees Seniority District involved.

(c) Employees who are presently or subsequently appointed to supervisory or official positions not subject to the application or exercise of seniority under this Agreement shall retain all their seniority rights and shall continue to accumulate seniority provided they pay a fee no greater than the current dues and assessments being paid by Carrier's employees covered by this Agreement. Existing supervisors or officials not presently required to pay dues shall have sixty (60) days from the effective date of this Agreement to initiate such payments should the Organization require.

(d) In the event an employee fails to comply with (c) above, the duly accredited representative shall so notify the Director of Labor Relations and the employee. Within thirty (30) days after receipt of a subsequent notification from the Director-Labor Relations the employee will forfeit his seniority unless the employee involved remits all monies due the union.

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

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

(g) The Carrier shall provide the Organization the name and address of all employees who appear on any roster covered by the scope of this Agreement and who hold an official or supervisory position with Amtrak within 30 days of the execution of this agreement or, in the case of employees not presently holding supervisory or official positions with Amtrak, within thirty (30) days of appointment to a supervisory or official position."



Revision No. 6  
Side Letter  
January 5, 1987

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

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

Gentlemen:

In the application of Rule 12, it is agreed that dues and assessments for those employees not presently required to pay dues and assessments will commence at the first full month of employment after the effective date of this Agreement.

The sole purpose for the requirement for Supervisors and Officials covered by this Rule to make the payments required here is to preserve their existing seniority and to continue to accumulate seniority in such classes.

Very truly yours,

A handwritten signature in dark ink, appearing to read "L. C. Hriczak", written over a horizontal line.

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

A handwritten signature in dark ink, appearing to read "J. J. Davison", written over a horizontal line.

J. J. Davison  
General Chairman

A handwritten signature in dark ink, appearing to read "J. Dodd", written over a horizontal line.

J. Dodd  
General Chairman

"RULE 14

SENIORITY DISTRICTS - WORKING ZONES - TRACK DEPARTMENT AND  
BRIDGE AND BUILDING DEPARTMENT

(a) The Southern District will be made up of the following work zones:

- ZONE 1(A) Lorton, VA Auto Train facility and former Washington Terminal territory
- ZONE 1 MP 134.9 to and including Gunpowder River Bridge, MP 79.0
- ZONE 2 Gunpowder River Bridge, MP 79.0 to Darby Creek, MP 6.4 (including Bear Maintenance of Way Equipment Repair Facility)
- ZONE 3 Harrisburg, PA MP 105.4 to Philadelphia, PA MP 21.0
- ZONE 4 Philadelphia territory, MP 21.0 (to west), MP 6.4 (to south) and MP 76.0 (to north)
- ZONE 5 East of Holmes Tower, MP 76.0 to Hunter, MP 11.0
- ZONE 6 Hunter, MP 11.0 to Shell Tower New Rochelle, NY, MP 18.7, (including Sunnyside Yard)

(b) The Northern District will be made up of the following working zones:

- ZONE 7 Fair Street, New Haven, MP 72.7 to East of Thames River, MP 125.0
- ZONE 8 East of Thames River, MP 125.0 to Cranston, RI MP 182.0
- ZONE 9 Cranston, RI MP 182.0 to Boston Terminal, MP 228.5
- ZONE 10 New Haven (Mill River), MP 1.3 to Springfield, MP 62.0

(c) Normal maintenance work for Track Department and Bridge and Building Department will be advertised to the working zone (excluding that work assigned to District Gangs as provided in Rules 89 and 90), and will be posted at the headquarters of interested employees in the working zone.

RULE 14  
Page 2

(d) Copies of all advertisements for the Southern District Track and Bridge and Building Departments will be posted at Washington, Odenton, Baltimore, Perryville, Wilmington, Harrisburg, Lancaster, Downingtown, Philadelphia, Trenton, Adams, Newark, New York Penn Station, and New York Sunnyside Yard.

(e) Copies of all advertisements for the Northern District Track and Bridge and Building Departments will be posted at New Haven, Hartford, New London, Providence and Boston.

(f) Seniority Districts and working zones as defined in this Rule 14 will not be changed except by agreement between the Director of Labor Relations and the General Chairman."

"RULE 16

ROSTERS

(a) Seniority rosters will be prepared and posted by March 1, of each year and will be posted at the headquarters of the various employees interested. The Division Engineer or other Company representative will furnish to the General Chairmen the name and location of all headquarters receiving rosters and the date the rosters are posted for employee use in the headquarters.

(b) The names of trackmen will not be shown on roster until they actually have been in service in excess of six months. Trackmen will not be considered as having been in service six months until they actually have worked 127 days. Trackmen with less than six months' service, laid off in reduction of force, who comply with the provisions of Rule 18, will be given credit for actual number of days worked as trackmen. After having actually worked 127 days, seniority of trackmen will date from the first day which is counted in calculating the 127 days comprising six months' service.

(c) An employe, or his representative in behalf of the employe, will have sixty days from date his name first appears on the roster to appeal, in writing, his roster date or relative standing thereon, except that in case of an employe off duty on leave of absence, furlough, sickness, disability or suspension at the time the roster is posted, such time limit will apply from the date employe returns to duty. If no appeal is taken within the sixty day period, future appeals will not be entertained unless the employe's roster date or his relative standing is changed from that first posted. A note will be placed on each roster stating the time limit of appeal.

The sixty day time limit will not apply to obvious clerical errors. However, such errors must be protested in writing by the employe or in his/her behalf by a duly accredited representative of the Organization as defined in Rule 83.

(d) Appeals on roster date or relative standing filed in accordance with the provisions of paragraph (c) of this Rule 16, will be held until the time limit of appeal has expired, following which all such appeals will be handled jointly by the appropriate Assistant Chief Engineer (Maintenance of Way and Structures or C&S/E.T.) and the representative and correction notice posted.



(e) Copy of roster and correction notice will be furnished to the representatives of employes. Roster and correction notice will be signed by the appropriate Assistant Chief Engineer (Maintenance of Way and Structures or C&S/E.T.)."



Revision No. 8  
Side Letter  
January 5, 1987

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

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

Gentlemen:

This letter of understanding refers to negotiation of revised Rule 16 - Rosters of the January 5, 1987 Agreement and will become effective upon ratification of that Agreement by the Organization.

It was understood that in calendar year 1987 Rosters would be posted by or on March 15, 1987, and thereafter on March 1 of the year. The foregoing understanding being in consideration of the initial administrative burden of this revision.

If the foregoing reflects our understanding in this regard, please sign where indicated.

Very truly yours,

A handwritten signature in black ink, appearing to read "L. C. Hriczak", written over a horizontal line.

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

A handwritten signature in black ink, appearing to read "J. J. Davison", written over a horizontal line.

J. J. Davison  
General Chairman

A handwritten signature in black ink, appearing to read "J. Dodd", written over a horizontal line.

J. Dodd  
General Chairman

"RULE 18

REDUCTION IN FORCE-RETAINING RANK ON ROSTER

(a) When the force is reduced, employees affected shall have the right, within ten (10) days after the effective date of such reduction, to elect to take furlough or to exercise seniority to displace junior employees in accordance with the following provisions of this Rule.

An employee displaced in reduction of force who elects to exercise seniority may exercise seniority onto any position for which he is qualified by bid or displacement without loss of seniority. The requirement to exercise in class is deleted.

(b) The Carrier may force assign the junior qualified employee in a working zone as defined in Rule 14 who is working in a lower class on the same shift to a vacancy in the same working zone which has gone no bid. A qualified employee is considered an employee who is qualified on the position to be filled and who has established seniority in the class of that position. Force assignment shall be made in writing to the affected employee and a copy of such written notice shall be promptly furnished the General Chairman. An employee who refuses to fill such assignment will forfeit seniority in the class of the position refused and all higher classes on the same seniority roster.

(1) The Carrier will not force assign an employee to a position in a work zone if another employee in the work zone possesses the necessary qualifications for the position, although not having established seniority and has made application for such position.

(2) Temporary vacancies will not be filled by the force assignment procedure.

(3) Employees will not be forced to vacant positions for which they have no seniority.

(4) Employees not working in gangs covered by Rules 89-90 at the time furloughed will not be forced to cover positions in gangs established pursuant to those rules.

(c) If a vacancy can not be filled in accordance with (b) above the appropriate Assistant Chief Engineer, or his representative will promptly meet with the appropriate General Chairman or his representative to determine how to fill the vacancy. However, the time required to fill the vacancy shall

not be more than ten (10) days or the Carrier may assign the junior qualified employee in the working zone in a lower class.

(d) It is not the desire of Amtrak or the Organization to reduce the total compensation of an employee force assigned under this rule. Upon written request by an employee force assigned under this rule, or his representative as designated in Rule 83 to the Division Engineer, with copy to the General Chairman, these respective officers, or their representatives, shall promptly meet for the purpose of determining if there are mutually agreeable ways to minimize any loss in total compensation.

(e) A position filled by force assignment under this Rule shall continue to be advertised in accordance with the provisions of Rule 3 until filled through the normal advertisement and assignment process or abolished. The incumbent of such position shall be allowed a displacement in accordance with this rule should the position to which the incumbent was force assigned be subsequently awarded to another employee in accordance with Rule 3.

(f) An employee furloughed as the result of reduction of force, desiring to retain his seniority, must within ten (10) days from the date furloughed, file his name and address, in writing, with the officer(s) designated by the Carrier under whom last employed. The employee will prepare three (3) copies of such notice, 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.

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.

(g) An employee out of service in reduction of force who desires to retain his seniority must maintain with the proper officer, in writing, his current address. The Carrier shall be excepted from any potential liability concerning the recall of an employee if the employee fails in his obligation to keep the Carrier advised in writing of his current address. The employee will prepare three (3) copies of such notice, or subsequent change notice, retaining one copy and filing two copies with the officer referred to. One copy of such notice will be forwarded by AMTRAK to the General Chairman.

(h) An employee who fails to comply with the provisions of paragraph (f) of this Rule will forfeit his seniority and his name will be removed from the seniority roster."

Revision No. 10  
January 5, 1987

"RULE 19

PROBATIONARY PERIOD

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

Revision No. 11  
January 5, 1987

"RULE 20

MILITARY TRAINING

When employes 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 employes for other than meals, lodging or transportation, shall be remitted to the Corporation. Such employes must furnish the Corporation with a statement signed by their Commanding Officer for compensation paid and the days on which such military training service was performed."

"RULE 21

RETURNING FROM FURLOUGH

When the Carrier recalls furloughed employees to service, furloughed employees from that work zone having seniority in the class will be recalled from furlough in seniority order in that work zone. The employee's work zone will be the work zone selected by the employee at the time of furlough, or if no selection by the employee, the work zone from which furloughed.

If the pool of employees is exhausted in the work zone where the position is headquartered, the Carrier will recall in seniority order, other employees having seniority in the class who are furloughed from other work zones.

An employee who fails to return to service within ten (10) days from date notification of recall has been mailed to his last recorded address for a position or vacancy of thirty (30) days or more duration in the work zone selected or from which furloughed as designated in paragraph 1 above will forfeit all seniority under this Agreement. Forfeiture of seniority under this Rule will not apply:

(1) When an employee, within thirty (30) days from date of notification of recall, 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.

(2) When an employee recalled to a gang (work zone) established in accordance with Rule 90-A, 90-B or 90-C, advises the General Chairman and appropriate Assistant Chief Engineer in writing that extenuating circumstances prevent his return to that work zone. Such extenuating circumstances will be evaluated and must be approved by the General Chairman and appropriate Assistant Chief Engineer.

(3) When the position to which recalled is outside of the work zone selected by the employee, or if no selection by the employee, the work zone from which furloughed.

(4) When an employee refuses recall to a gang established pursuant to Rule 89, the employee shall only forfeit seniority on rosters associated with Rule 89.

Employees in active service and furloughed employees may exercise seniority to displace junior employees awarded new positions or recalled to service within fifteen 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 24 hours in advance of the starting time of the gang in which they desire to make displacement."

Revision No. 13  
January 5, 1987

"RULE 22

RETURNING TO DUTY AFTER LEAVE OF ABSENCE, SICKNESS, ETC.,  
EXERCISE OF SENIORITY

An employe returning to duty after leave of absence, vacation, sickness, disability or suspension, shall, within five (5) days, after reporting as ready for duty, return to his former position, exercise seniority to any position advertised during his absence, or may displace any junior employe promoted to a position under this agreement during his absence, subject to Rule 2 (a).

If, during the time an employe is off duty account leave of absence, vacation, sickness, disability or suspension, his former position is abolished or filled by a senior employe in the exercise of seniority, he may exercise seniority as outlined in Rule 18.

Employes displaced from their regular positions by the return of an employe from leave of absence, vacation, sickness, disability or suspension, shall exercise seniority as outlined in Rule 18."



Revision No. 14  
January 5, 1987

"RULE 30

HOURS CONSTITUTING DAY

Except as provided in Rules 52, 76, 89, 90-A, 90-B and 90-C, eight (8) consecutive hours, exclusive of meal period, worked or held for duty, shall constitute a day."

Revision No. 15  
(With 5 Side Letters)  
January 22, 1987

"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), (g) and (h) of this Rule 42, when less than three (3) shifts are employed, the starting time of employees shall be between the hours of 6 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, Electric Traction Hi-Rail Platform Truck Gangs.
5. Inspectors, Watchmen and ET "Class A" men when assigned for protection purposes.
6. One Maintenance Gang per former operating Division [three (3) gangs total] on the Southern District and one Maintenance Gang on the Northern District, when paid the district rate of pay, between March 15 and November 15, each gang with a consist no greater than ten (10) which will include a Foreman and Truck Driver. The March 15 to November 15 period may be extended by written agreement between the Assistant Chief Engineer Maintenance of Way and Structures and the appropriate General Chairman.

(d) Employees filling assignments in any of the gangs established with starting times other than between 6 a.m. and 8 a.m. (5 a.m. and 8 a.m. from May 1 through September 30 for Track Production Gangs) shall be paid an incentive allowance of 55 cents per hour for all hours, or portion of an hour, 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.

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

(f) Starting times will not be changed without first giving employees affected thirty-six (36) hours posted notice and then not more often than every thirty (30) days. Changes in starting times made under the provisions of this Rule 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.

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

1. Special Construction Gangs established in accordance with the provisions of the Agreement dated November 3, 1976.
2. Track Gangs whose tour of duty is changed temporarily for two (2) or more consecutive days to conform to the working hours of Corridor Gangs in conjunction with which they are working.
3. Track Gangs when assigned temporarily to perform work in tunnels at night which on account of the density of traffic cannot be performed during normal working hours.
4. Drawbridge Operators, Drawbridge Tenders, Camp Overseers, Camp Car Attendants and Cooks, except that the provisions of paragraph (a) shall apply where three (3) shifts are employed.
5. New Haven Rail Welding Plant.

(h) Except as provided in paragraphs (c) and (g) 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."



Revision No. 15  
Side Letter No. 1  
January 5, 1987

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

Dear Sir:

This letter has reference to the application of Rule 42(c) 6. on the Northern District and the concerns expressed in negotiations because, unlike the Southern District, there exists only one maintenance gang per work zone on the Northern District.

In view of the concerns expressed, the Carrier will in the application of Rule 42(c) 6. on the Northern District agree that it will not establish a night maintenance gang in a work zone unless there also exists a day maintenance gang of equal size.

Very truly yours,

A handwritten signature in dark ink, appearing to read "L. C. Hriczak", written over a horizontal line.

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

A handwritten signature in dark ink, appearing to read "J. J. Davison", written over a horizontal line.

J. J. Davison  
General Chairman

A handwritten date "1/22/87" written over a horizontal line.

1/22/87  
Date

Amtrak



Revision No. 15  
Side Letter No. 2  
January 5, 1987

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

Dear Sir:

This letter of understanding refers to negotiation of revised Rule 42(c) 4., Starting Time Hours - Changes In, of the January 5, 1987, Agreement and will become effective upon ratification of that Agreement by the Organization.

Electric Traction Wire Truck Gang(s) established under this provision will have a crew established at not less than four (4) positions. Electric Traction Wire Truck Gang(s) so established will perform inspection, maintenance, repair and other catenary work not to exceed the capacity of the truck.

The High Rail Platform Truck will be protected by Operating Rules and Instructions, Rules 829-830, while in operation. These Rules provide among other items for Train Order and Blocking Device Protection. Additionally, Operating Rules and Instructions, Rule 815 will govern vehicle lighting. Rule 815 requires lighting both front and rear. Finally, the operator of the High Rail Platform Truck as an added protection will ensure that reflective or lighted barricades are provided at each limit of the work area.

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

Very truly yours,

A handwritten signature in dark ink, appearing to read "L. C. Hriczak", written over a horizontal line.

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

A handwritten signature in dark ink, appearing to read "J. Dodd", written over a horizontal line.

J. Dodd  
General Chairman



Revision No. 15  
Side Letter No. 3  
January 5, 1987

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

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

Gentlemen:

This letter of understanding refers to negotiation of revised Rule 42(g)1. - Starting Time Hours - Change In, Special Construction Gangs Exception, of the January 5, 1987, Agreement and will become effective upon ratification of that Agreement by the Organization.

It is understood that the increased allowance outlined in Rule 42(d) will apply to any hours, or portion of an hour, worked by gangs operating under the terms of the November 3, 1976 Special Construction Gang Agreement.

If the foregoing reflects our understanding in this regard, please sign where indicated.

Very truly yours,

A handwritten signature in dark ink, appearing to read "L. C. Hriczak", written over a horizontal line.

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

A handwritten signature in dark ink, appearing to read "J. J. Davison", written over a horizontal line.

J. J. Davison  
General Chairman

A handwritten signature in dark ink, appearing to read "J. Dodd", written over a horizontal line.

J. Dodd  
General Chairman



Revision No. 15  
Side Letter No. 4  
January 22, 1987

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

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

Gentlemen:

This letter of understanding refers to negotiation of revised Rule 42(c)6. - Starting Time Hours - Change In, Maintenance Gangs, of the January 5, 1987 Agreement and will become effective upon ratification of that Agreement by the Organization.

It was understood that although the Carrier would reduce its standing requirement for maintenance gangs under this provision to three (3) on the Southern District and one (1) on the Northern District, additional maintenance gangs where Amtrak could demonstrate an operational need for such could be agreed upon in accordance with Rule 42(h) and where such operational need was demonstrated agreement would not unreasonably be withheld.

The parties also agreed that lighting sufficient for the safe operation of a maintenance gang would be provided for any gang established in accordance with Rule 42(c)6. Should the Organization dispute the sufficiency of the lighting representatives of the Organization and the Carrier shall promptly meet to resolve the dispute.

If the foregoing reflects our understanding in this regard, please sign where indicated.

Very truly yours,

A handwritten signature in dark ink, appearing to read "L. C. Hriczak", written over a horizontal line.

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

A handwritten signature in dark ink, appearing to read "J. J. Davison", written over a horizontal line.

J. J. Davison  
General Chairman

A handwritten signature in dark ink, appearing to read "J. Dodd", written over a horizontal line.

J. Dodd  
General Chairman

Amtrak



Revision No. 15  
Side Letter No. 5  
January 22, 1987

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

Dear Sir:

This letter of understanding refers to negotiation of revised Rule 42(c) 6., Starting Time Hours - Changes In, of the January 5, 1987, Agreement and will become effective upon ratification of that Agreement by the Organization.

It was agreed that the three "former operating Divisions" referenced in that provision are defined as follows:

New York - Shell Tower, New Rochelle, NY, MP 18.7  
(including Sunnyside Yard) to east of Holmes  
Tower, MP 76.0.

Philadelphia - East of Holmes Tower, MP 76.0 to Ragan, MP  
29.3.

Baltimore - Ragan, 29.3 to Washington, 134.9 (including the  
Lorton, VA, Auto Train Facility.

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

Very truly yours,

A handwritten signature in dark ink, appearing to read "L. C. Hriczak", with a stylized flourish at the end.

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

A handwritten signature in dark ink, appearing to read "J. Dodd", written over a horizontal line.  
\_\_\_\_\_  
J. Dodd  
General Chairman



"RULE 48

HOLIDAYS

(a) Subject to the qualifying requirements contained in paragraph (f) hereof, and to the conditions hereinafter provided, each hourly and daily rated employe shall receive eight (8) hours pay at the pro-rata hourly rate for each of the following enumerated holidays:

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

\* Such day will be selected by the employe, 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.

(b) Holiday pay for regularly assigned employes shall be at the pro rata rate of the position to which assigned.

(c) For other than regularly assigned employes, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight (8) hours pay at the pro-rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight (8) hours pay at the pro-rata hourly rate of the position on which compensation last accrued to him prior to the holiday."

"RULE 52

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

(a) When the foreman and supervisor in charge agree in writing that weather conditions prevent work being performed, employees in the below listed gangs of twelve (12) or more reporting at their regular starting time and place for the day's work will be allowed a minimum of four (4) hours [five (5) hours for four (4) day gangs]; if held on duty beyond four (4) hours [five (5) hours for four (4) day gangs], they will be paid on a minute basis.

1. Track Welding (Aluminothermic)
2. Mechanical Surfacing
3. Gangs where the nature of the work being performed is such that adverse weather conditions would present an extraordinary safety concern.

- a. Applicable gangs under 3. above shall be by agreement between the appropriate General Chairman and appropriate Assistant Chief Engineer. Concurrence will not be unreasonably withheld nor delayed.

(b) The Carrier shall not combine gangs to create units of twelve (12) or more so that this rule can be invoked. Gangs of twelve (12) or more that normally do not work as a unit are not intended to be covered by Rule 52.

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

(d) Any positions subject to the application of Rule 52 will have that notification stated on the job advertisement.

(e) Carrier will provide foul weather gear when appropriate.

(f) With respect to Rule 52, Carrier must comply with Rule 3 for any position in a gang not filled for that position to be counted toward gang strength."

**RAIN/WEATHER FORM**

**(Application of Rule 52)**

We have mutually discussed the conditions of Rule 52 of the current Amtrak/BMWE Agreement and feel that the weather conditions prohibit our gang from performing their assigned duties for this date.

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

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

We have mutually discussed and agreed to this release.

"RULE 55

PREFERENCE FOR OVERTIME WORK

(a) Employees will, if qualified and available, be given preference for overtime work, including calls, on work ordinarily and customarily performed by them, in order of their seniority.

(b) The provisions of this Rule 55 will not apply to employees at locations where it has been agreed to stagger the work week in accordance with the provisions of Rule 38; employees at work during their bulletined working hours, may be used in emergencies on other than their own section and may complete such emergency work without being considered as violating the seniority rights of employees assigned to the section involved who are off duty on their regular assigned rest days.

(c) When it is necessary to call employees for service in advance of their bulletined working hours, or after men have been released from work commenced during bulletined hours, the same preference will be given on rest days as on other days to employees who are qualified, available and ordinarily and customarily perform the work."

"RULE 64

CLAIMS FOR COMPENSATION - TIME LIMITS FOR FILING

(a) All claims and grievances alleged to be due made by or in behalf of employes must be presented, in writing, within sixty (60) days from the date of the occurrence on which the claim is based in accordance with the following provision of this Rule, except:

- (1) Time off duty on account of sickness, leave of absence, suspension or reduction in force, will extend the time limit as specified in this Rule 64.
- (2) When a claim for compensation alleged to be due is based on an occurrence during a period employe was out of service due to sickness, leave of absence, suspension or reduction in force, it must be made, in writing, within sixty (60) days from the date the employe resumes duty.

(b) All claims or grievances must be presented in writing by or on behalf of the employe involved, to the designated officer of AMTRAK authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim is based.

Should any such claim or grievance be disallowed, AMTRAK shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employe or his representative), in writing, of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of AMTRAK as to other similar claims or grievances.

(c) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance. Failing to comply with the provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employes as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any state of the handling of a claim or grievance on the property, extend the sixty (60) day period for either a decision or appeal, up to and including the highest officer of AMTRAK designated for that purpose.

(d) The requirements outlined in paragraphs (b) and (c), pertaining to appeal by the employe and decision by Amtrak, shall govern in appeals taken to each succeeding officer, except that in cases appealed to the highest officer designated by AMTRAK to handle claims or grievances on appeal the sixty (60) day time limit for decision shall run from the date the appeal is heard.

All claims or grievances involved in a decision by the highest designated officer shall be barred unless within nine (9) months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3, Second, of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the nine (9) months period herein referred to.

(e) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this Rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However no monetary claim shall be allowed retroactively for more than sixty (60) days prior to the filing thereof. With respect to claims and grievances involving an employe held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(f) This Rule recognizes the right of representatives of the Organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employes they represent.

(g) This Agreement is not intended to deny the right of the employes to use any other lawful action for the settlement of claims or grievances provided such action is instituted within nine (9) months of the date of the decision of the highest designated officer of AMTRAK.

(h) This Rule shall not apply to requests of leniency.

(i) When claims are allowed, the employe and his duly accredited representative, as defined in Rule 83, shall be advised, in writing the amount involved and the payroll on which payment will be made.

RULE 64  
Page 3

(j) The officers of AMTRAK referred to in this Rule 64 are as designated in writing by the Carrier."

Revision No. 21  
(With Side Letter Applicable)  
January 5, 1987

"RULE 89

NORTHEAST CORRIDOR - UNITS

AMTRAK may establish one or more of the following units not assigned to fixed headquarters to work over the Southern and Northern Districts as herein provided:

1. Ballast Cleaner, Speno, Rail Pick-up Train, or other large on-track units.
2. Rail Surface Grinding Train.
3. Rail Laying Train.
4. Track Welding & Grinding
5. Structural Welding.
6. Camp Car Cook, Camp Car Attendant.
7. Track Sweeper (on-track).
8. Pile Driver.
9. Track Laying Machine and Track Laying System Support Unit.
10. Track Laying System Welders and Grinders.
11. Track Undercutter Machine.
12. Ditcher Machine.

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

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VI. 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) \$9.00 for each week end trip from their homes to the Camp Cars, including the initial trip in establishing the unit.



- (2) \$9.00 for each week end trip from the Camp Cars to their homes, including the final trip after termination of the unit.

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

(b) The payment referred to in Section (a) hereof, is to cover any expenses these employes may incur while making such weekend trips and is in lieu of all other compensation said employes 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 employes to and from their homes on legal holidays.

(d) Employes living in Camp Cars will be transported to the nearest point where rail transportation is available to make weekend trips to their homes."

Revision No. 22  
(With Side Letter Applicable)  
January 5, 1987

"RULE 90-A

TRACK UNITS - SOUTHERN DISTRICT

I. District Units

AMTRAK may establish one or more of the following track units not assigned fixed headquarters to work over the Southern District:

1. Tie Installation Unit
2. Surfacing Unit
3. Mechanical Brush Gang
4. Rail Laying Train
5. Undercutter Gang
6. Rail Welding Gang
7. Panel Renewal System

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

1. Crossing Gang
2. Material Distribution Gang

\*\*\*\*\*

VII. TRAVEL ALLOWANCE

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

- (1) \$9.00 for each week end trip from their homes to the Camp Cars, including the initial trip in establishing the unit.
- (2) \$9.00 for each week end trip from the Camp Cars to their homes, including the final trip after termination of the unit.

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

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

(b) The payment referred to in Section (a) hereof, is to cover any expenses these employes may incur while making such week end trips and is in lieu of all other compensation said employes 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 employes to and from their homes on legal holidays.

(d) Employes living in Camp Cars will be transported to the nearest point where rail transportation is available to make weekend trips to their homes.

(e) For vacation purposes or any other situation where work days are counted as accumulative days, employes 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 employes 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."

"RULE 90-B

TRACK UNITS - NORTHERN DISTRICT

I. DISTRICT UNITS

AMTRAK may establish one or more of the following track units not assigned fixed headquarters to work over the Northern (West) District. The Northern (West) District is defined as:

M.P. 73.0 to M.P. 179.0 - New Haven to Cranston  
M.P. 0.0 to M.P. 61.8 - New Haven to Springfield  
M.P. 4.5 to M.P. 18.7 - Harold to Shell

or establish one or more units to work over the Northern (East) District. The Northern (East) District is defined as:

M.P. 179.0 to M.P. 228.5 - Cranston to Boston

1. Tie Installation Unit
2. Surfacing Unit
3. Mechanical Brush Gang
4. Rail Laying Gang
5. Undercutting Gang
6. TLM Maintenance Gang

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

1. Crossing Gang
2. Material Distribution Gang

\*\*\*\*\*

VII. TRAVEL ALLOWANCE

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

- (1) \$9.00 for each week end trip from their homes to the headquarters point, including the initial trip in establishing the district unit.
- (2) \$9.00 for each week end trip from the headquarters point to their homes, including the final trip after termination of the district unit.

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

(b) The payment referred to in Section (a) hereof, is to cover any expenses these employes may incur while making such week end trips and is in lieu of all other compensation said employes may be entitled to under the provisions of any other agreement, practice or working condition for such week ends.

(c) The provisions of this Article are not applicable to trips made by employes to and from their homes on legal holidays.

(d) Each employe assigned to a position in a district unit established under this Agreement will receive, in addition to regular earnings, an expense allowance of \$14.00 per day for each working day in which he performs compensated service. This allowance is in lieu of any other allowance or provision by rule, custom or practice relating to travel time, transportation, meals or lodging, however established."



Revision Nos. 21-23  
Side Letter  
January 5, 1987

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

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

Gentlemen:

This letter of understanding refers to negotiation of revised Rules 89, 90A and 90B of the January 5, 1987, Agreement and will become effective upon ratification of that Agreement by the Organization.

The revision of these rules was intended only to add the enumerated Units and machines to the list of Units and machines that can be established under those respective rules. The other supporting Agreement provisions remain in full force and effect.

If the foregoing reflects our understanding in this regard, please sign where indicated.

Very truly yours,

A handwritten signature in black ink, appearing to read "L. C. Hriczak", written over a horizontal line.

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

A handwritten signature in black ink, appearing to read "J. J. Davison", written over a horizontal line.

J. J. Davison  
General Chairman

A handwritten signature in black ink, appearing to read "J. Dodd", written over a horizontal line.

J. Dodd  
General Chairman

"RULE 90-C

BRIDGE AND BUILDING UNITS - NORTHERN DISTRICT

VII. TRAVEL ALLOWANCE

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

- (1) \$9.00 for each week end trip from their homes to the headquarters point, including the initial trip in establishing the district unit.
- (2) \$9.00 for each week end trip from the headquarters point to their homes, including the final trip after termination of the district unit.

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

(b) The payment referred to in paragraph (a) above, is to cover any expenses these employes may incur while making such week end trips and is in lieu of all other compensation said employes may be entitled to under the provisions of any other agreement, practice or working condition for such week ends.

(c) The provisions of this Article VII are not applicable to trips made by employes to and from their homes on legal holidays."

Revision No. 25  
January 5, 1987

"RULE 98

REPRINTING OF AGREEMENT

The Carrier shall, in cooperation with the General Chairmen, and on a one time basis, update, reprint and distribute to its employes the schedule agreement existing between Amtrak and the Brotherhood of Maintenance of Way Employes within six (6) months after this agreement is executed, or as soon thereafter as possible. The cost of reprinting and distribution to the employe shall be borne by the Carrier."





Revision No. 26  
January 5, 1987

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

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

Gentlemen:

This letter has reference to our present Section 6 Notice negotiations and the Carrier's request to abrogate the May 13, 1980, Minimum Force Agreement inasmuch as the anticipated five (5) year Northeast Corridor Improvement Project (NECIP) is substantially complete, especially as it relates to work which would be of interest to the Brotherhood of Maintenance of Way Employes, and the Carrier is no longer in a position to comply with the force levels included therein on a continuing basis.

Therefore, it is agreed that the May 13, 1980, Minimum Force Agreements are abrogated in full and no longer in force or effect in any manner. Without prejudice to the foregoing, the Engineering Department has indicated that they will continue providing the Organization force count information per your request.

Very truly yours,

A handwritten signature in cursive script, appearing to read "L. C. Hriczak", written over a horizontal line.

L. C. Hriczak  
Director-Labor Relations

I CONCUR:

A handwritten signature in cursive script, appearing to read "J. J. Davison", written over a horizontal line.

J. J. Davison  
General Chairman

A handwritten signature in cursive script, appearing to read "J. Dodd", written over a horizontal line.

J. Dodd  
General Chairman

