

AGREEMENT
(Corporate/Off Corridor)

Between

THE NATIONAL RAILROAD PASSENGER CORPORATION
(AMTRAK)

AND

Its Employees Represented By The
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

EFFECTIVE MARCH 1, 1976

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

Table of Contents

	<u>RULE</u>	<u>PAGE</u>
Absence From Work	16	12
Americans With Disabilities	38	28
Amtrak/Labor Productivity Council	31	25
Application for Employment	4	3
Appointment to Official/Supervisory Positions	27	19
Bereavement Leave	26	18
Bulletin, Assignment & Displacement	8	5
Contracting Out	24	17
Discipline	15	10
District Units	29	20
Employee Information	25	18
Entry Rates	3	3
Grievances	14	9
Headquarters	28	20
Health & Welfare	21	16
Holidays	19	13
Hours of Service	9	6
Jury Duty	17	12
Leave of Absence	34	27
Military Training	33	27
Northeast Units	40	29
Overtime	11	7
Off-The-Track Accidents	36	28
Personal Leave	20	15
Rates of Pay	2	2
Reducing Forces	12	8
Retirement Savings Plan	13	8
Returning from Furlough	13	8
Safety	35	28
Scope	1	1

	<u>RULE</u>	<u>PAGE</u>
Seniority	5	3
Seniority Rosters	7	4
Shifts, Starting Times and Meal Periods	10	6
Special Accounts	37	28
Supplemental Sickness Benefits	22	17
Termination of Seniority	6	4
Travel Time	32	26
Union Shop & Dues Deduction	23	17
Vacation	18	13
Working Less Than a Full Day	30	24

APPENDICES

- Appendix A - Union Shop & Dues Deduction
- Appendix B - Addendum to Dues Deduction
- Appendix C - National Non operating Vacation Agreement
- Appendix D - Bereavement Leave Interpretations
- Appendix E - Jointness Principles
- Appendix F - Total Quality Commitment
- Appendix G - California Commuter Services Agreements
- Appendix H - Establishment of Rate of Pay for Track/B&B Mechanic, Florida
- Appendix I - Michigan District Agreement
- Appendix J - Letter Agreements Applicable at Chicago, Illinois
- Appendix K - Corporate Letter Agreements
- Appendix L - MBTA Agreements
- Appendix M - National Dental Plan
- Appendix N - System Safety Agreements
- Appendix O - Operation Red Block Agreements
- Appendix P - December 9, 1997, Mediation Agreement
- Appendix Q - Employee Classifications
- Appendix R - BMW – NEC Agreement Rule 89

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BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
(Corporate/Off Corridor)

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

PREAMBLE XXX

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

Rule 1 - SCOPE

The Rules contained in this Agreement shall govern the hours of service, rates of pay and work conditions of Maintenance of Way Department employees classified as B&B Foreman, Track Foreman, B&B Mechanic, Assistant Track Foreman, Welder, Welder Helper, Machine Operator, Foreman Repairman & Repairman MW Equipment, Truck Driver, Trackman, Bridge Operator (MBTA) Highway Crossing Watchmen (MBTA), Trackman/B&B Mechanic (Fla. & Calif.) and of other employees of similar classifications under the jurisdiction of the Maintenance of Way Department, except those employees who come within the scope of other existing agreements.

While it is not the intent of the parties to either diminish or enlarge the work being performed in a territory under this Agreement, the work generally recognized as work

ordinarily performed by the

1

Brotherhood of Maintenance of Way Employees as it has been performed traditionally in the past in that territory will continue to be performed by those employees.

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

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

Rule 2 - RATES OF PAY

Employees covered by this Agreement will be paid rates, as adjusted by Agreement dated June 27, 1992.

When an employee is temporarily assigned to a position in any job classification other than his regular assignment, he will be paid: if the temporary assignment is for four (4) hours or more on any day, at the rate of the position to which temporarily assigned for the entire day but not less than the rate of his regular assignment; if the temporary assignment is for less than (4) hours he will be paid four (4) hours at the rate of the position to which temporarily assigned but not less than the rate of his regular assignment.

Rule 3 - ENTRY RATES

(a) Effective June 27, 1992, the entry rate provisions of the existing agreement are modified and the rates of pay of the employees covered by entry rate provisions will be adjusted as follows:

- (1) For the first 12 calendar months of employment such employees will be paid 90% of the applicable rates of pay (including COLA);
- (2) For the second 12 calendar months of employment such employees will be paid 95% of the applicable rates of pay (including COLA);

2

7

(3) At the conclusion of the second period specified in (2.) above, employees will be paid at 100% of the applicable rates of pay (including COLA).

(b) An employee will be credited with a "month of employment" if the employee retains seniority in that month.

(c) Employees who have had an employment relationship with the carrier and are rehired will be paid at established rates after completion of a total to twenty-four (24) months' combined service.

(d) Service in a craft not represented by the organization signatory hereto shall not be considered in determining periods of employment under this rule.

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

Rule 4 - APPLICATION FOR EMPLOYMENT

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

Rule 5 - SENIORITY

1. Seniority of employees covered by this Agreement starts at the time and date their pay starts.

2. When two or more employees' pay starts at the same time and date, they shall be given a seniority rank based on the time and date of application for employment.

3. Seniority is confined to the Sub-Department in which employed. The Sub-Departments are as follows:

1. TRACK

2. BRIDGE AND BUILDING

3

4. Assignment to positions covered by this Agreement will be based on qualifications and seniority; qualifications being sufficient, seniority will govern.

Rule 6 - TERMINATION OF SENIORITY

1. The seniority of any employee whose seniority under an agreement with the BMWWE is established after the date of the Agreement, October 17, 1986, and who is furlonged of 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

2. The "365 consecutive days" shall exclude and period during which a forloughed employee receives compensation pursuant to an I.C.C. employee protection order or an employee or arrangement.

3. Subject to Amtrak's legal obligations, when hiring Maintenance of Way employees after October 17, 1986, it will give preference to Maintenance of Way employees of Amtrak who have been forloughed and who apply for employment during such period of forlough and prior to termination of seniority at any location on Amtrak, provided that such furloughed employees are able to meet the physical and other re-employment requirements of Amtrak.

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

Rule 7 - SENIORITY ROSTERS

1. A seniority roster will be prepared for each Sub-Department and will be revised in January of each year. The rosters will show the name and date of entry of each employee into the service of the Corporation and each employee's seniority date in each class. Employees will be shown on the initial roster as agreed to by the parties. A copy of each roster will be posted on bulletin boards and mailed to the General Chairman.

2. Protest against the seniority date of any employee shown on a roster must be filed in writing within sixty (60) days from the date of posting. Where a seniority date is shown on a roster and no protest is filed within the sixty (60) days, the seniority date shall be considered the established date for subsequent rosters.. Clerical or typographical errors are excepted from this provision and may be corrected at the time the rosters are revised.

Rule 8 - BULLETIN, ASSIGNMENT AND DISPLACEMENT

1. New positions or vacancies (except short vacancies of thirty (30) days or less) will be

4

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

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

2. An employee, after being awarded a bulletined position or permitted to exercise displacement rights, will be allowed thirty (30) calendar days in which to demonstrate his ability to competently perform the job. An employee who fails to qualify within thirty (30) calendar days may return to his former position without loss of seniority, but will acquire no seniority dating on the position for which he failed to qualify if such position is in a higher classification.

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

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

5. An employee returning from a leave of absence, sick leave, vacation or suspension may return to this former position or, within seven (7) calendar days after his return, qualification being sufficient, may exercise his seniority to any position which was bulletined and assigned in his absence to a junior employee, or qualification being sufficient

may displace any junior employee promoted during his absence.

5

Rule 9 - HOURS OF SERVICE

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

2. Work weeks consisting of four (4) days of ten hours work per day, with three consecutive rest days, are permissible provided that there is one Saturday or Sunday rest day per week. When such a gang is established with Saturday or Sunday as a work day, employees filling positions in such gangs shall be paid an incentive allowance of \$1.00 per hour for all hours worked. The incentive allowance shall be considered separate and apart from the base rate of pay and shall not be subject to cost-of-living or general wage increases. This incentive allowance is not applicable where such gang is established with Saturday and Sunday as rest days.

3. For vacation purposes or any other situation where work days are counted as accumulative days, employees working a four (4) ten (10) hour day work week, will be credited with working five (5) work days in that work week.

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

5. Where employees are working a four-day, ten-hour per day work week and a holiday falls on a work day in that work week, they shall be paid ten (10) hours holiday pay for that holiday providing the bridging requirements of the National Non-Operating Holiday Agreement are met.

Rule 10 - SHIFTS, STARTING TIME AND MEAL PERIODS

1. One, two or three shifts may be established where necessary to meet service requirements. The starting time of any shift or position may be changed on thirty-six (36) hour notice to the employee effected. Employees working single shifts regularly assigned exclusively to day service will start work between 6:00 a.m. and 8:00 a.m. The starting time for employees assigned to a second shift will be according to requirements. Where three shifts are regularly established no shift will have a starting time between 12:00 o'clock midnight and 6:00 a.m.

2. Meal period will be between the end of the fourth hour and beginning of the seventh hour after starting time. The meal period shall not be less than thirty (30) minutes nor more than one (1) hour. If the meal period is not afforded within the allowed or agreed time limit and is worked, it will be paid for at pro rata rate and thirty (30) minutes with pay in

which to eat shall be afforded at the first opportunity

6

starting nor later than the beginning of the seventh hour after starting work. A second meal period of thirty (30) minutes with pay will be afforded at the first opportunity after the tenth hour of work. Thereafter, a meal period of thirty (30) minutes with pay shall be afforded at reasonable intervals. The second and subsequent meals shall be furnished by Amtrak.

3. Except as provided in Rule 31, employees' time will begin and end at fixed assembling points such as toolhouses, shops or camp cars.

Rule 11 - OVERTIME

1. Time worked preceding or following and continuous with the employee's assignment on regular eight-hour work periods shall be computed on the actual minute basis and paid for at the time and one-half rate, with double time on an actual minute basis after sixteen (16) hours work in any twenty-four hour period (computed from the starting time of the employee's regular shift), except that overtime shall automatically cease and the pro rata rate shall apply at the starting time of the employee's next regular assigned work period.

2. Employees called to perform work not continuous with the regular work period will be allowed a minimum of two hours and forty minutes (2'40') at the time and one-half rate and, if held on duty in excess to two hours and forty minutes (2'40"), they will be paid on a minute basis at the time and one-half rate for all time worked.

3. Time worked on rest days and holidays will be paid for at time and one-half rate with double time on an actual minute basis after sixteen (16) hours of work until relieved or until commencement of the employee's next regular assigned work period, whichever occurs first. Such continuous time worked after commencement of the next regular assigned work period shall be paid at the pro rata rate, pursuant to Section 1 of this Rule 11.

4. When necessary to work employees under this Rule, the senior available qualified employees will be called according to the following:

(a) Preference to overtime work on a regular work day which precedes or follows and is continuous with a regular assignment shall be to the senior available qualified employee of the gang or the employee assigned to that work.

(b) Preference to overtime work other than in (a.) above, shall be to the senior available qualified employee at the headquarters who ordinarily and customarily performs such work.

5. Employees will be compensated as if on continuous duty in all cases where the

release from duty does not exceed one (1) hour.

7

6. In the application of the Rule to furloughed employees temporarily brought into service in emergencies, the starting time for such employees will be considered as the time they are required to report to work.

Rule 12 - REDUCING FORCES

1. Not less than five (5) working days' advance notice will be given to regularly assigned employees, not including casual employees or employees who are substituting for regularly assigned employees, whose positions are to be abolished before reductions in force are made.

2. Advance notice before positions are temporarily abolished or forces are temporarily reduced is not required where a suspension of the Corporation's operation in whole or in part is due to a labor dispute between the Corporation and any of its employees.

3. Except as provided in the foregoing paragraph hereof, no advance notice to employees is required before temporarily abolishing postings or making temporary force reductions under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or a labor dispute other than as defined in the foregoing paragraph hereof, provided that such conditions result in suspension of the Corporation's operations in whole or in part. Such temporary force reductions will be confined solely to those work locations directly affected by any suspensions of operations. Notwithstanding the foregoing, any employee who is affected by such an emergency force reductions and reports for work for his position without having been previously notified not to report, shall receive four (4) hours' pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules.

Rule 13 - RETURNING FROM FURLOUGH

1. When the Carrier recalls furloughed employees to service, furloughed employees from that Seniority District having seniority in the class will be recalled from furlough in seniority order.

2. An employee who fails to return to service within ten (10) days from date notification-of-recall has been mailed to his last recorded address for a position or vacancy of thirty (30) days or more duration will forfeit all seniority under this Agreement.

Forfeiture or seniority under this Rule will not apply:

(a) When an employee, within thirty (30) days from date of notification-of-recall, furnishes evidence satisfactory to the officer signatory to notification that failure to respond within ten

(10) days was due to conditions beyond his control. Such evidence will be made available to the

8

representative.

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

Rule 14 - GRIEVANCES

1. All claims or grievances other than those involving Discipline must be presented in writing by, or on behalf, of the employee(s) involved, to the supervisor within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the supervisor shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee or the representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented.

2. If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be made within sixty (60) calendar days from receipt of Notice of Disallowance. Failing to comply with this provision, the claim or grievance shall be considered closed. If the officer to whom the appeal is made fails to render a decision in writing within sixty (60) calendar days of date of appeal, the claim or grievance shall be allowed as presented.

3. The requirements outlined in Sections 1 and 2 pertaining to appeal by the employees and decision by the Corporation shall govern in appeals taken to each succeeding official, except in cases of appeal taken from the decision of the Director of Labor Relations. A claim or grievance that is disallowed after appeal to the Director of Labor Relations may be referred to a tribunal established under the provision of the Railway Labor Act, provided such proceedings are initiated within 185 days from the date of the decision of the Director of Labor Relations.

4. The time limits set forth in this Rule may be extended by mutual agreement.

5. Claims or grievances which are allowed or barred on account of failure to comply with the time limits set forth in this Rule shall not constitute a precedent or waiver of contention by either party as to other claims or grievance.

6. This Rule recognizes the right of duty accredited representatives to file and prosecute claims and grievances for and on half of the employees.

Rule 15 - DISCIPLINE

1. An employee who has been in service more than ninety (90) calendar days shall not be

9

disciplined or dismissed without a fair and impartial investigation, unless such employee shall accept dismissal or other discipline in writing and waive formal investigation. The employee may be held out of service pending such investigation only if his retention in service could be detrimental to himself, another person, or the Corporation.

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

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

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

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

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

4. An appeal to the Director of Labor Relations must be made by the employee or his duly accredited representative within thirty (30) calendar days or the date of such decision. A conference on the appeal shall be held between the Director or Labor Relations and the employee or his designated representative of the Organization within thirty (30) calendar days of the date of conference. Any appeal from the decision of the Director or Labor Relations must be made to a proper tribunal, as established under the provisions of the

Railway Labor Act within 185 days of the date of such decision. Notification to the

10

Director of Labor Relations, within ninety (90) calendar days from date of his decision, of intent to appeal shall be considered as timely when such appeal is to be heard by a tribunal established under the Railway Labor Act.

5. A copy of the investigation transcript together with copy of any documents placed in the record at the investigation shall be promptly furnished the employee and his representative. When a notation is made against the record of an employee, he will be furnished a copy.

6. If the final decision decrees that the charges against the employee are not sustained, the record shall be cleared of the charge. If held out of service (suspended or dismissed) the employee shall be reinstated and compensated for all time lost, less the amount he earned while out of service.

7. The time limits of this Rule shall not apply or requests for leniency.

8. The time limits set forth in this Rule may be extended by mutual agreement.

Rule 16 - ABSENCE FROM WORK

1. No employee shall absent himself from his assigned position for any cause without first obtaining permission from his supervisor. In case of sickness or emergency he shall, as soon as possible, notify his supervisor or other person in authority when his supervisor cannot be located.

2. An employee who absents himself from work for ten (10) days without notifying the Corporation shall be considered as having resigned from the service and shall be removed from the seniority roster unless he furnished satisfactory evidence of physical disability has been furnished and the employee makes a written request for an investigation within five (5) days after notice in writing of his removal from the seniority roster, an investigation on the issue as to whether or not satisfactory evidence of physical disability has been furnished will be held in accordance with Rule 15.

Rule 17 - JURY DUTY

1. When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each day, excepting allowances paid by the court for meals, lodging or transpiration, subject to the

11

following qualification requirements and limitations.

(a) An employee must exercise any right he may have to secure exemption from jury duty and will be excused from service when necessary without loss of pay to apply for such exemption.

(b) An employee must furnish the Corporation with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(c) The number of days for which jury duty shall be paid is limited to a maximum for sixty (60) days in any calendar year.

(d) No jury pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

(e) When an employee is excused from Corporation service on account of jury duty, the Corporation shall have the option of determining whether or nor the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

Rule 18 - VACATION

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

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

Rule 19 - HOLIDAYS

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

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

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Fourth of July

Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas
Personal Holiday*

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

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

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

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

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

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

(c) When any of the holidays enumerated below, or the day observed, falls during an employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for in

for in paragraph (a) of this Rule provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualifications purposes. An employee's vacation period will not be extended by reason of any of the eleven (11) recognized holidays, or the day observed.

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

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

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

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

2. In situation where personal leave days are taken either immediately preceding or following a holiday, the work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day is considered as the qualifying day for holiday purposes.

3. In all states where proclamations of national and state holidays do not coincide, employees covered by our Agreement will observe holidays designated by the Federal Government. Such holidays as designated by the Federal Government will take precedence over holidays enumerated by the state.

Rule 20 - PERSONAL LEAVE

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

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

in subsequent calendar years.

(b) Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules shall be entitled to two days or personal leave in subsequent calendar years.

2. Personal leave days may be taken upon 48-hours advance notice from the employee to the proper company officer, provided however such days may be taken only when consistent with the requirements of the company's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.

3. Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.

4. The personal leave days shall be forfeited if not taken during each calendar year. The company shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The company will have the right to distribute work on a position vacated among employees covered by the agreement.

5. When personal leave days are taken either immediately preceding or following a holiday, the work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day is considered as the qualifying day for holiday purposes.

Rule 21 - HEALTH AND WELFARE

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

It is further agreed that notwithstanding those provisions, Amtrak reserves its right consistent with the decision of Special Board of Adjustment No. 1029, and consistent with the jointness principles,(See Appendix "E"), that Amtrak may, with 90 day's notice to the union, pull out to GA-23000 and/or GA-46000, and select a substitute insurer or self-insured system, provided, that the benefit levels thereunder are not changed from those agreed to in the Agreement between the National Carriers' Conference Committee and the Brotherhood of Maintenance of Way Employees, dated July 39, 1991, imposed pursuant to Public Law 102-29, (unless changed by future collective bargaining between Amtrak and the BMWE). Amtrak need

not wait for final completion of the joint administrative and trust-details before making the conversion.

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

Rule 22 - SUPPLEMENTAL SICKNESS BENEFITS

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

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

Rule 23 - UNION SHOP & DUES DEDUCTION

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

Rule 24 - CONTRACTING OUT

1. In the event the Carrier plans to contract out work within the scope of the schedule agreement, the Chief Engineer shall notify the General chairman in writing as far in advance of the date of the contracting transaction as is practicable and in any event not less than 15 days prior thereto.

2. If the General Chairman requests a meeting to discuss matters relating to the said contracting transaction, the Chief Engineer or his representative shall promptly meet with him for that purpose. The Chief Engineer or his representative and the General Chairman or his representative shall make a good faith attempt to reach an understanding concerning said contracting, but if not understanding is reached the Chief Engineer may nevertheless proceed with said contracting, and the General Chairman may file and progress

claims in connection therewith.

3. Nothing in this Rule shall affect the existing rights of either party in connection with contracting out. Its purpose is to require the Carrier to give advance notice and, if requested, to meet with the General Chairman to discuss and if possible reach and understanding in connection therewith.

Rule 25 - EMPLOYEE INFORMATION

1. Commencing January 1976, the Corporation will provide each General Chairman with a list of employees who are hired or terminated, their home addresses, and Social Security numbers, if available, otherwise the employees' identification numbers. This information will be limited to the employees covered by this agreement and will be furnished to the respective General Chairman within whose jurisdiction the employees are hired or terminated. The data will be supplied within thirty (30) days after the end of the month in which the employee is hired or terminated. Where the Corporation can not meet the thirty (30) day requirement, the matter will be worked out with the General Chairman.

2. In regard to additional information concerning employees the Organization represents, the parties are mindful of the recommendation of Emergency Board No. 211 that such general information pertaining to the employment status of the Organization's members should be provided and the Carrier commits itself to providing information on a periodic basis.

3. The employee information specifically referred to in the Emergency Board recommendation that is determined to be readily accessible through the Carrier's data processing system will be provided to the Organization's members should be provided and the Carrier commits itself to providing information on a periodic basis.

Rule 26 - BEREAVEMENT LEAVE

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

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

(1) Employees who are presently or subsequently appointed to supervisory or official positions not subject to the application or exercise of seniority under this Agreement shall retain all their seniority rights and shall continue to accumulate seniority provided they pay a fee no greater than the current dues and assessments being paid by Carrier's employees covered by this Agreement. Existing supervisors or officials not presently required to pay dues shall have sixty (60) days from the effective date of this Agreement [February 13, 1987] to initiate such payments should the Organization require.

(2) In the event an employee fails to comply with (1) above, the duly accredited representative shall so notify the Director of Labor Relations and the employee. Within thirty (30) days after receipt of a subsequent notification from the Director-Labor Relations the employee will forfeit his seniority unless the employee involved remits all monies due the union.

(3) Employees appointed to position covered by paragraph (1) of this Rule who are subsequently removed from such positions by the Company (other than through dismissal for cause) may displace any employee with less seniority or may bid on a bulletined vacancy on the seniority roster from which promoted

(4) Employees appointed to positions covered by paragraph (1) of this Rule who voluntarily demote themselves may bid on any advertised position thereafter, but may not displace any regular assigned employee.

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

(6) Employees accepting positions under the jurisdiction of other Union agreements who desire to retain their BMW seniority shall pay a retention fee in accordance with the procedures specified in (1) above.

Rule 28 - HEADQUARTERS

1. Each designated Headquarters will be supplied with lockers, washing and toilet facilities, proper heating, electrical fixtures, table and benches and will be maintained in a clear and sanitary condition.

2. Prior to the opening of any new headquarters facility established by the Carrier, the General Chairman or his designated representative will be afforded the opportunity to inspect such new facility with

the Division Engineer or his designated representatives.

Rule 29 - DISTRICT UNITS

I. DISTRICT UNITS

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

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

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

1. Crossing Gang
2. Material Distribution Gang

II. NOTICE TO BE GIVEN

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

1. Type of production unit.
2. Description of territory over which it is programmed to work.
3. Length of time production gang will operate.

4. Numbers of positions in each classification assigned to the unit.
5. Work week
6. Hours of assignment.

III. ASSIGNMENT TO POSITIONS

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

IV. INCENTIVE ALLOWANCE

1. Under the circumstances provided in V. 4. an incentive allowance of 60 cent per hour for all hours worked will be applicable to members of District Units. The incentive allowance shall be considered separate and apart from the basic rate of pay and shall not be subject general wage increases. (65 cents January 1, 1994).

V. WORK WEEK

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

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

20

Agreement for such work week shall not unreasonably be withheld.

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

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

4. When either or both of the conditions in (2) and (3) above are applicable to a District Unit, the incentive allowance in IV is applicable to that District Unit.

VI. TRAVEL ALLOWANCE

1. Employees assigned to positions in District Units established pursuant to this Agreement, will be allowed a travel allowance of:

(a) \$10.00 for each week end trip from their homes to the headquarters point, including the initial trip in established the District Unit.

(b) \$10.00 for each week end trip from the headquarters point to their homes, including the final trip after termination of the District Unit.

However, an employee assigned to a unit working a four (4) day week shall forfeit twenty-five percent (25%) [twenty percent (20%) when working 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 his section is understood to include that received for holidays under Article II of the Agreement of August 21, 1954 as amended.

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

3. The provisions of this Article are not applicable to trips made by employees to

and from their homes on legal holidays.

21

4. Each employee assigned to a position in a District Unit established under this Agreement will receive, in addition to regular earnings, a per diem allowance of \$21.00 per day for each working day in which he performs compensated service. This allowance is in lieu of any other allowance or provisions by rule, custom or practice relating to travel time, transportation, meals or lodging, however established. (Per Diem to \$24.50, 12/01/94).

5. Should the headquarters for a particular gang change more than 70 miles from the point originally established, the per diem allowance provided for in Article VI, Paragraph 4 above, will cease and the following will apply:

Employees are entitled to lodging and meals. Amtrak may substitute a \$21.00 (\$24.50 as of 12/01/94) per diem allowance in lieu of meals for each work day that covered employees perform compensated service, whether Amtrak provides comp cars or other lodging.

VII. HEADQUARTERS

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

VIII. ACCUMULATIVE WORK DAYS FOR VACATION ENTITLEMENT AND HOLIDAYS

1. For vacation purposes or any other situation where work days are counted as accumulative days, employees working a four (4) ten (10) hour day work week will be credited with working five (5) work days in that work week.

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

3. Where employees are working a four-day, ten-hour per day week and a holiday falls on a work day in that work week, they shall be paid ten (10) hours holiday pay for this Agreement are met.

IX. DAYS REFERRED TO - MEANING OF

The days referred to in this Agreement mean calendar days.

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

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

(1) Track Welding (Aluminothermic)

(2) Mechanical Surfacing

(3) Gangs where the nature of the work being performed is such that adverse weather conditions would present an extraordinary safety concern.

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

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

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

4. Any positions subject to the application of this Rule will have that notification stated on the job advertisement.

5. The Carrier will provide foul weather gear when appropriate.

6. The Carrier must comply with Rule 8 for any position in a gang not filled for that position to be counted toward gang strength.

RAIN/WEATHER FORM
(Application of Rule 30)

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

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

M/W FOREMAN GANG NO. DATE SUPERVISOR DATE

We have mutually discussed and agreed to this release.

Rule 31 - WORKSHEET REPORTING

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

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

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

RULE 32 - TRAVEL TIME

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

1. An employee waiting, or traveling by direction of Amtrak by passenger train, motor car or any other method of transportation, will be allowed straight time for actual time waiting and/or traveling during

24

or outside of the regularly assigned hours.

2. When authorized to use their personal vehicle, the employee will receive the standard Amtrak authorized mileage reimbursement.

3. This rule does not apply to employees waiting or traveling in the exercise of their seniority rights.

RULE 33 - MILITARY TRAINING

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

RULE 34 - LEAVE OF ABSENCE

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

2. Employees who are granted leaves of absence to serve as the accredited representatives of the Brotherhood of Maintenance of Way Employees will:

(a) Retain and continue to accumulate seniority in the class or grades in which they have seniority at the time they were granted leave of absence to the same extent as would be the case if they were in active service.

(b) Acquire and accumulate seniority in higher classes or grades in which advertised positions are awarded to junior employees due to the absence of the accredited representative on leave of absence.

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

3. Except when his seniority is protected by an Agreement, in writing, between the Chief

25

Engineer and the General Chairman, an employee absent on leave who engages in outside employment shall automatically forfeit all seniority all seniority under this Agreement.

RULE 35 - SAFETY

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

RULE 36 - OFF-THE-TRACK ACCIDENTS

The benefits and protection provided under the terms and provisions of the agreement covering accidents involving off-the-track vehicles authorized by Railroad to transport employees entered into at Washington, D.C. on February 10, 1971, and effective May 1, 1971, together the amendments and interpretations made or agreed upon by proper authority from time to time, will be applied to employees of the Corporation and will be considered part of the Agreement to the same extent it would be if the Corporation were a party to that agreement. Benefits under this Rule 36 will be paid for covered accidents occurring on or after January 1, 1976.

APPENDIX A

UNION SHOP-DUES DEDUCTION

UNION SHOP

1. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Corporation now or hereafter subject to the rules and working conditions agreement between the parties hereto shall, as a condition of their continued employment subject to such agreement, become members of the union party to this agreement representing their crafts or classes within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in good standing in such union; except that such membership shall not be required of any individual until he has performed thirty (30) days of such compensated service within a period of twelve (12) consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreement.

2 (a). Employees who have secured seniority under the rules and working conditions agreement and who are subsequently regularly assigned or transferred to full-time employment not covered by such agreement or are furloughed on account of force reduction will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment or furloughed as herein provided, but they may do so at their option.

Should such employees return to any service covered by the said rules and working conditions agreement they shall, as a condition of their continued employment subject to such agreement, be required to become and remain members in good standing in the union within thirty (30) days from date to their return to such service.

(b). The seniority status and rights of employees granted leave of absence to serve in the Armed Forces shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be governed by Section 1 of this agreement.

3. Nothing in this agreement shall require an employee to become or to remain a member of the union if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other members, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not included fines and penalty uniformly required as a condition of acquiring or retaining membership. For purposes of this Section, dues, fees, and assessments shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the union.

4 (a). The Corporation will furnish to the union information with respect to the employment status of employees represented by it, and which information is pertinent to the administration of this agreement. The union will notify the Corporation in writing of any employee who by reason of failure to comply with the terms of this agreement is not entitled to continue in employment.

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

(b). The Corporation shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement, and shall render a decision accordingly. Such decision shall rendered within ten (10) calendar days of the hearing date

and the employee and the union shall be promptly advised thereof. If the decision is that the employee has not complied with the terms of this agreement, his employment and seniority shall be terminated within ten (10) calendar days of the date of said decision, unless the Corporation and the union agree otherwise in writing. If the decision of the Corporation is not satisfactory to the highest officer of the Corporation designated to handle such appeals. Such appeals shall be taken within ten (10) calendar days of the date of the decision appealed from, and if taken, shall operate to stay action on the termination of employment until the decision an appeal is rendered. The Corporation shall promptly notify the other party in writing of any such appeal. The decision on such appeal shall be rendered within ten (10) calendar days of the date the appeal is taken, and the employee and the union shall be promptly advised thereof. If the decision on such appeal is that the employee has not complied with the terms of this agreement, his employment and seniority shall be terminated within ten (10) calendar days of the date said unless the Corporation and the union agree otherwise in writing. Such decision on appeal shall be final and binding unless with ten (10) calendar days thereof the union or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 4 (c) below. Any request for selection of a neutral person as provided in Section 4 (c) below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

- 4 -

(c). If within ten (10) calendar days after the date of a decision on appeal by the highest officer of the Corporation designated to handle appeals under this agreement the union or the employee involved requests such highest officer in writing that a neutral person be appointed to decide the dispute, a neutral person be appointed to decide the dispute shall be selected by the highest officer of the Corporation designated to handle appeals under this agreement or his designated to handle appeals under this agreement or his designated representative, the Chief Executive of the union or his designated representatives, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral person. The Corporation, the union and the employee involved shall have the right to appear and present evidence at a hearing before such neutral person. Any decision by such neutral person shall be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Corporation, the employee and the union shall be promptly advised thereof in writing. If the position of the employee is not sustained, such fees, salary and expenses shall be borne in equal shares by the Corporation and the union and the employee.

(d). Lime limits specified in this Section may be extended in individual cases by written agreement of the Corporation and the union.

(e). The union shall notify the Corporation in writing of the title (s) and address (es) of its officers or representatives who are authorized to serve and receive notices described in this Section. The Corporation shall notify the union of the title (s) and address (es) of its officers or representatives who are authorized to receive the notices described in this Section.

5. The Corporation shall not be required to terminate the employment of any employee until such time as the services of a qualified replacement are available. The determination of whether a qualified replacement is available shall be made jointly by the designated representative of the Corporation and the designated representative of the Union. The Corporation may not, however, retain any employee in service under the provisions of this paragraph for a period in excess of ninety (90) calendar days from the date of the union's original notice or sixty (60) calendar days from the date of the last decision rendered in accordance with Section 4 above. Employees whose service is extended under the provisions of this Section shall not, during such extension, retain or acquire any seniority rights.

6. An employee whose employment and seniority is terminated pursuant to the provisions of this agreement shall have no time or money claim by reason thereof.

7. In the event that seniority and employment under the rules and working conditions agreement is terminated by the Corporation under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper unlawful, or unenforceable, the union shall indemnify and save harmless the Corporation against any and all liability arising as the result of such

- 6 -

improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this sentence shall not apply to any case in which the aforesaid determination is made or in which case the Corporation acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense to the Corporation in defending suits by employees whose seniority and employment are terminated by the Corporation under the provisions of this agreement.

DUES DEDUCTION

8. (a). Subject to the terms and conditions hereinafter set forth, the Corporation will deduct from the wages of employees, membership dues, fees and assessments (excluding fines and penalties) whenever applicable each calendar quarter which are uniformly required as a condition of acquiring or retaining membership in the union upon written and unrevoked authorization of the employe on the form (Individual Authorization Form - Attachment "A") agreed upon by the parties hereto, a copy of which is attached and made a part of this Appendix A.

(b). The designated representative of the union shall promptly notify in writing the Officer or Officers designated by the Corporation of any special assessments or change in amounts of fees or dues, and shall also furnish to such designated Officer or Officers or the Corporation, the individual authorization forms as provided for herein.

9. (a). Individual authorizations to be effective for a particular calendar quarter must be in the possession of the Corporation not later than the twentieth (20th) day of the month preceding the month in which such deductions are to be made.

(b). The designated representative of the union shall furnish to the Corporation an initial statement in alphabetical order, showing the employe's name, lodge number, Social Security number and amount to be deducted, such statement to be furnished together with individual authorization forms to cover, not later than the twentieth (20th) day of the month preceding the month in which the deductions become effective. Subsequent quarterly deductions will be based on the initial statement, plus a quarterly statement showing additions or deletions, furnished the same manner as the initial statement required hereby.

10. Said deductions will be made only from wages earned in the first pay period of the second month (February, May, August and November) of each calendar quarter and shall be remitted by check to the Officer designated by the union not later than the end of the month in which deduction are made, accompanied by a list in alphabetical order showing the name of each employe for whom a deduction was made, his lodge number, Social Security number and the amount of the deduction and the total amount of money deducted. If the earnings of the employees are insufficient in the first pay period of the month in which deductions are made to permit the full amount of the deductions no deduction will be made for that calendar quarter.

In the event of any excess or shortage in said deductions for an individual employee, said excess or shortage will be subject to adjustment by the union and the individual employee.

11. The following payroll deductions will have priority over the deductions covered by the Agreement:

Federal, state and local taxes.

Other deductions required by law and court orders.

Amounts due Corporation.

12. The deductions provided for herein shall not be effective with respect to any individual employee until the Corporation has been furnished with written authorization of assignment of wages of such quarterly membership dues, initiation fees, reinstatement fees, and assessments. Such assignment shall be revocable in writing after the expiration of one year, or upon termination of this Agreement.

13. Responsibility of the Corporation under this arrangement shall be limited to remitting to the union the amount actually deducted from wages of employees pursuant hereto and the Corporation shall not be responsible financially or otherwise for failure to make deductions or for improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the union, and any complaints against the Corporation in connection therewith shall be handled by the union on behalf of the employs concerned.

14. The union shall indemnify and save harmless the Corporation from and against any and all claims, demands, liability, losses or damage resulting from the entering into this Agreement

or arising or growing out of any dispute or litigation from any deductions made by the Corporation pursuant to this Agreement; except for remitting to the union the monies deducted pursuant to this Agreement; provided, however, that this sentence shall not apply to any case in which the Corporation is the plaintiff or the moving party in the action or in which case the Corporation acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense of the Corporation in defending suits by employees as a result of the Corporation's action under this Agreement.

15. In the event of a change in representation of employees now represented by the union this Agreement shall be automatically terminated as of the date official notification is received from the National Mediation Board of such change in representation.

ATTACHMENT A

INDIVIDUAL AUTHORIZATION FORM

FOR DEDUCTION OR FEES, DUES, AND ASSESSMENTS

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

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

TYPE OR PRINT IN INK

NAME _____

_____ **LAST** **FIRST** **MIDDLE INITIAL**

HOME _____ **ADDRESS**

_____ **STREET AND NUMBER**

_____ **CITY OR TOWN** **STATE** **ZIP**
CODE

DATE _____

EMPLOYEE _____ **IDENTIFICATION** **NO.**

SOCIAL _____ **SECURITY** **NO.**

OCCUPATION

(POSITION

TITLE)

LOCATION

SIGNATURE

LODGE NO. _____

APPENDIX "B"

ADDENDUM TO DUES DEDUCTION AGREEMENT

between

NATIONAL RAILROAD PASSENGER CORPORATION

(AMTRAK)

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

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

1 (a) Subject to the terms and conditions hereinafter set forth, the Carrier will deduct from the wages of employees voluntary political contributions upon their written authorization in the form (individual authorization form) agreed upon by the parties hereto, copy of which is attached, designated "Attachment A" and made a part hereof.

(b) Voluntary political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such authorization will remain in effect for a minimum of twelve (12) months and thereafter until canceled by thirty (30) days' advance written notice from the employee to the Brotherhood and the Carrier by Registered Mail. Changes in the amount to be deducted will be limited to one change in each 12-month period, and any change will coincide with a date on which dues deduction amounts may be changed under the dues deduction agreement.

2. The General Chairman or his designated representative shall furnish the Carrier with copy to appropriate units of the Brotherhood, an initial statement by lodges, in alphabetical order and certified by him, showing the amounts of deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, and payroll deductions of such amounts will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statement plus a monthly statement showing additions and/or deletions furnished in the same manner as the initial statement required hereinabove.

- 2 -

3. Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are deducted from the employee's paycheck.

4. Concurrent with making remittance to the Organization of monthly membership dues, the Carrier will make separate remittance of voluntary political contributions to the Treasures, Maintenance of Way Political League, together with a list prepared in accordance with the requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.

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

of such monthly voluntary political contribution.

FOR:

**BROTHERHOOD OF MAINTENANCE
PASSENGER
OF WAY EMPLOYEES**

FOR:

**NATIONAL RAILROAD
CORPORATION**

**Richard Bramlett, General
Chairman**

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

**C. F. Foose, General
Chairman**

**Sal. R. Freccia, General
Chairman**

**William E. LaRue, General
Chairman**

**Gerald D. Wilson, General
Chairman**

ATTACHMENT A

INDIVIDUAL AUTHORIZATION FORM

**Voluntary Payroll Deductions -
Maintenance of Way Political League**

To _____

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

_____ Department _____ Work Location

I hereby authorize and direct my employer

_____ to deduct from my pay the sum of \$_____ for each month in which compensation is due me, and to forward that amount to the Treasurer, Maintenance of Way Political League. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the Maintenance of Way Political League are not conditions of membership in the Union or employment with the Carrier; that the Maintenance of Way Political League will use the money it receives to make political contributions and expenditures in connection with Federal, State and Local elections.

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

Signed at _____
this _____ day of _____, 19__

(personal signature)

Social Security Number

Synthesis of Nonoperating (M of W) National Vacation Agreements

APPENDIX "C"

VACATIONS

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

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

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

**(Art. II - VACATIONS - Section 1 (a) - 1/13/67 Agreement and
Art IV - VACATIONS - Section ! (a) - 2/12/71 Agreement)**

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

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

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

(c) An annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred

(100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service and not less than one hundred (100) days (133 days in the year 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949 (in each of eight (8) of such years, not necessarily consecutive.

**(Art. II-VACATIONS-Section 1 (c)-1/13/67 Agreement and
Art. IV-VACATIONS-Section 1 (c)-2/10/71 Agreement
Art. III-VACATIONS-Section 1 (c)-30/10/78 Agreement
Art. III-VACATIONS-Section 1 (c)-11/21/81 Agreement)**

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

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

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

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

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

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

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

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

(i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be

credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

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

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

(Art. IV-Vacations-Section 1 (j)-5/21/71 memorandum of Agreement)

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

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

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

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

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

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

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

(Section 3 - 12/17/41 Agreement)

An employee's vacation period will not be extended by reason of any of the eleven recognized holiday (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve) or any day which by agreement has been substituted or is observed in place of any of the eleven holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period. (For Amtrak's Holidays, see Rule 19, Holiday Pay.)

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

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

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

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

The local committee of each organization affected signatory hereto and the proper

representative of the carrier will cooperate in the assignment or remaining forces.

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

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

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

(Section 5 - 12/17/41 Agreement)

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

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

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

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

(Section 6 - 12/17/41 Agreement)

7. Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:

(a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment.

(b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this agreement.

(c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.

(d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.

(e) An employee not covered by paragraphs (a) (b) (c) or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

(Section 7 - 12/17/41 Agreement)

8. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die the vacation pay earned and not received will be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

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

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

(Section 9 -12/17/41 Agreement)

10 (a) An employee designated to fill an assignment of another employee on vacation

will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and

experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the receiving employee will be paid.

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

(c) No employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.

(Section 10 -12/17/41 Agreement)

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

(Section 11 -12-17-41 Agreement)

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

(b) As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so hired under the

terms hereof acquires

seniority rights, such right will date from the day of original entry into service unless otherwise provided in existing agreements.

(Section 12 - 12/17/41 Agreement)

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

(Section 13 - 12/17/41 Agreement)

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

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

(Section 14 -12/17/41 Agreement)

Effective January 1, 1993, Section 15 is amended and will read as follows:

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

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

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

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

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

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

APPENDIX "D"
AGREED UPON INTERPRETATIONS BEREAVEMENT LEAVE

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

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

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

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

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

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

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

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

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

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

APPENDIX "E"

JOINTNESS PRINCIPLES

The parties agree to develop a plan for labor and management to jointly operate and administer a health and welfare benefits plan. The parties will discuss arrangements to effectuate this, including establishing a trust, that would have adequate safeguards and guidelines for efficient and professional administration of the plan, including the use of an appointed neutral to act within a defined jurisdiction to resolve differences between the parties.

In order to assure competitiveness and from an administrative and economical perspective, the plan would necessarily be bid periodically, every three years, for example, unless the parties agreed that the plan would not be bid a particular year.

Selection of an insurance carrier would be on the basis of the best bid from a qualifying insurance carrier with appropriate regard to the performance record in handling the Amtrak plan or similar plan(s). However, if the insurance carrier would be changed in the next two years, Metropolitan may be selected based on their current bid.

Specifically, Amtrak retains its right to self insure if such would be more economically beneficial and assure the same quality level of administration.

Amtrak will make every effort to design a proposed joint committee plan and share it with the union promptly. BMWWE is also committed to reaching an agreement as soon as possible regarding the design and implementation of this joint administrative plan, including the selection of a neutral chairman for the committee.

Both parties understand that a health insurance plan and any agreement with respect to the administration of that plan will permit Amtrak employees of other crafts to be covered, as well as allow their representatives to participate in the work of the committee. However, "benefit levels and other health and welfare provisions" cannot be changed except with the joint approval of BMWWE and Amtrak.

