or
2 weeks - June, July, August or September.
2 weeks remaining months.

5 weeks (25 days) vacation 1 week - June, July, August or September.
4 weeks remaining months
or
2 weeks - June, July, August or September.
3 weeks remaining months
or
3 weeks - June, July, August or September.
2 weeks remaining months.

Vacation schedule will be prepared jointly by the General Chairman and Chief Engineer, or by their authorized representatives, and signed by the General Chairman and Chief Engineer.

Request for change in scheduled vacation dates must be by written request to the Chief Engineer, with a copy to the General Chairman. Any agreement to change a scheduled vacation will be writing by the Chief Engineer and General Chairman.

**RULE 89 - NORTHEAST UNITS**

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

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

25 Revised June 27, 1992
13. Unimats
14. MDZ surfacing units
15. Switch turnout exchange systems
16. Other high technology machines not on the property as of June 27, 1992

I. Except for Technician and Trackman rosters, all Rule 89 Rosters are frozen effective January 1, 1995. Technician rosters remain active. All Rule 89 Trackman rosters are eliminated. Employees on the frozen rosters have prior rights to positions in the class in the unit covered by the respective rosters. Employees who are awarded positions in Rule 89 gangs who do not have seniority in that class in their home seniority district, will establish seniority in that class on their home seniority district.

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

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

(1) From employees with prior rights to positions in the class in the unit in which position is advertised.

(2) From employees with seniority in the class in a dovetailed list of the same class from the MBTA, Albany, Northern and Southern Districts, including Wilmington (BEAR) Shop rosters.

(3) From employees with seniority in lower classes on the same seniority roster in the class advertised in a dovetailed list of the lower classes from the MBTA, Albany, Northern and Southern Districts, including Wilmington (Bear) Shop rosters.

(4) From employees with oldest date entered service in a class in the Track Department rosters of the MBTA, Albany, Northern and Southern Districts.

(5) From employees with oldest date entered service in any class on any of the MBTA, Albany, Northern and Southern Districts.

(6) From Employees with earliest date entered service on any Amtrak/BMWE roster.

III. When the Carrier recalls furloughed employees to service, if the pool of employees for a unit is exhausted, employees having prior rights to positions in the class in the unit, furloughed from other work zones, will be recalled prior to employees without prior rights to positions in the unit. If such employee

26 Articles I through V amended effective January 1, 1995.
fails to return to service within ten (10) days from date notification of recall has been mailed to his last recorded address he will forfeit all prior rights under this rule.

IV. Employees awarded Foreman, Assistant Foreman, Technician, Engineer Work Equipment, Repairman M.W. Equipment or Welder positions in any of the units covered by this Rule must remain in the unit to which assigned for one hundred twenty (120) days from the date of award, except:

(1) An employee working in a Corridor Unit may bid on a vacancy of higher rate in another unit in which he holds seniority, or he may make application for an equal or higher rated position on his home seniority district or on a newly created position of equal or higher rate in another unit, and if awarded such position, will be permitted to retain his seniority in the unit from which transferred.27

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

V. Each year management will prepare bid and displacement lists, as specified in II(2), II(3) and II(4) above, which will govern bids and displacements on Rule 89 units when the frozen Rule 89 rosters are not a factor. The bid and displacement lists will be posted in all headquarter locations and all locations listed in Rule 14(d) of the NEC Agreement. The list will be posted on January 1, of each year.

VI.28 Travel Allowance.

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

(1) $12.50 for each weekend trip from their homes to the Camp Cars, including the initial trip in establishing the unit.

(2) $12.50 for each weekend trip from the Camp Cars to their homes, including the final trip after termination of the unit.

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

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

28 Amended December 9, 1997.
(c) The provisions of this Article are not applicable to trips made by employees to and from their homes on legal holidays.

(d) Employees in Rule 89 units will be transported to the nearest point where Amtrak intercity rail service is available to make weekend trips home.²⁹

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

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

VII. Meals.

(a) Three (3) meals a day on each work day will be furnished at the expense of AMTRAK to those employees holding regularly assigned positions in the unit.

(b) AMTRAK may elect to furnish meals for the unit by one of the following methods:

(1) Under the Rules of the Schedule Agreement governing Camp Cars or Camps not operated by a Commissary Company.

(2) In suitable restaurants or

(3) by a Commissary Company.

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

Cooks and Camp Attendants used in Camps operated by a Commissary Company will, to the extent qualified employees of those classifications are available in the seniority districts involved, be procured from the rosters of Cooks and Camp Attendants. Employees on other M. of W. Department rosters, in the seniority districts involved, who do not have seniority as Cook or Camp Attendant, but who have been used by AMTRAK in that capacity, will be given consideration for assignment in the Camp operated by the Commissary Company; employees assigned shall be carried on AMTRAK payrolls.

(c) Where employees are required by AMTRAK to take their meals away from the Camp Cars and the distance involved is greater that walking distance from the Camp Cars, the driver of the vehicle

will be paid at the pro-rata rate for his time while driving. Should such distance be greater than seven and one-half (7-1/2) miles, the employees accompanying the driver will be paid the pro-rata rate for the same time paid the driver.

(d) The meals provided for herein are in lieu of any other meal allowance said employees may be entitled to under the provisions of any other agreement, practice or working conditions.

(e) Amtrak may substitute a $29.50 per diem allowance in lieu of meals for each work day that covered employees perform compensated service, whether providing lodging or camp cars.30

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

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

(a) The locations where labor for hire is available for Corridor gangs.

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

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

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

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

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

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

30 Amended effective December 9, 1997.
The manner of handling appeals other than discipline will be in accordance with the provisions of the last paragraph of Rule 75.

X. Rates of Pay.

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

XI. Work Week

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

(b) 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.

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

XII. Days referred to - meaning of

The days referred to in this Agreement mean calendar days.

XIII. Technician

1. Establishment and Selection

(a) The new Technician classification may be established only in the units listed in 13, 14, and 16 above unless agreed upon for other units by the General Chairman and Assistant Chief Engineer Maintenance of Way and Structures. Technicians may operate, maintain and repair the equipment to which assigned. The rate of pay for Technician is $13.70 per hour subject to general wage increases. Amtrak will train those interested and qualified as of June 27, 1992 to operate the Unimats and MDZ Surfacing units in seniority order as needed and reclassify them Technicians, before utilizing the procedure for filling Technician positions outlined herein. Such
employees not holding positions on the Unimat or MDZ, on June 27, 1992, were required to notify the Assistant Chief Engineer by August 23, 1992 of such interest.

(b) New Technician positions will be advertised to employees holding seniority in the Engineer Work Equipment class (qualified as EWE-A, NEC Agreement or MO-A, Corporate Agreement) and to employees holding seniority in the Repairman MW Equipment class. Qualifications being sufficient, employees in the EWE class, NEC Agreement, or MO-A class, Corporate Agreement shall have preference. Then preference shall be given to employees in the MW Repairman Equipment class. Amtrak will train the successful applicants in accordance with the Training Agreement of August 1977. Those who pass the prescribed training will be qualified as Technicians and awarded a seniority date on the appropriate Rule 89 roster equal to the date the employee started training.

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

2. Retention on Position

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

3. Winter Overhaul

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

SIDE LETTER ON FOLLOWING PAGE

RULE 90-A - TRACK UNITS - SOUTHERN DISTRICT

I. District Units

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

1. Tie Installation Unit
February 15, 1996

Mr. J. J. Davison  
General Chairman  
Brotherhood of Maintenance of Way Employes  
P.O. Box 138  
Mansfield, MA 02048-0138

Mr. Jed Dodd  
General Chairman  
Brotherhood of Maintenance of Way Employes  
1930 Chestnut Street, Suite 607-609  
Philadelphia, PA 19103

Mr. P. K. Geller  
General Chairman  
Brotherhood of Maintenance of Way Employes  
29 West 130th Street, Suite B  
Hinckley, OH 44233

Dear Gentlemen:

This refers to our recent discussions regarding seniority rights to positions on Corridor Gangs established under Rule 89 of the Northeast Corridor Agreement.

The agreement amending Rule 89 effective January 1, 1995, froze or eliminated all Rule 89 rosters other than Technicians. Thereafter, employees awarded positions in Rule 89 gangs, who do not already have seniority in such class, establish seniority in the appropriate class in their home seniority district.

We recently discussed the fact that in the awarding of MW Repairman positions on Rule 89 gangs, there is no corresponding classification or roster on either the MBTA or the Northeast Corridor Northern District on which employees in those territories can establish seniority in that class.

Consistent with our discussion and the intent of the modification to Rule 89 noted above, it is agreed that MW Equipment Repairman Seniority Rosters will be maintained for the above mentioned territories, effective January 1, 1995, solely to preserve the seniority rights of affected employees to positions on Corridor Gangs established under Rule 89.