

MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) AND THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION – INTERNATIONAL BROTHERHOOD OF TEAMSTERS

IT IS AGREED:

1. a. In the application of the Scope Rule of the Northeast Corridor BMW Agreement, Amtrak may use outside contractors to cut and clear trees from the vicinity of overhead wires and signal systems and that such contracting out shall not constitute a violation of the agreement or serve as the basis for claims against the corporation. Amtrak will provide the BMW with an informational notice as to the location of the work to be performed.
- b. BMW forces will continue to perform all other work that has been customarily and historically performed in connection with the general cutting and clearing of vegetation and brush from the right of way, except as provided above.
- c. When protection is deemed necessary as determined by Amtrak, M/W forces will perform said work.
2. Effective upon signing of this agreement, the incentive allowance provided for in Rule 42 of the Northeast Corridor Rules Agreement and in the Special Construction Agreement, paid by rule or memorandum of agreement, shall be increased to \$1.00 per hour.
3. Effective upon signing of this agreement, the Travel Allowance provided for in Rules 89, 90-A, 90-B, 90-C, 90-D and 90-E of the Northeast Corridor Rules Agreement and in Rule 29 of the Corporate Rules Agreement, paid by rule or memorandum of agreement, shall be increased to \$15.00 in each direction.
4. The following new rule is established:

Commercial Drivers License

- a. Licensing Fees
Amtrak shall reimburse employees for all fees necessary to obtain and maintain a CDL. Employees will be required to provide necessary documentation in connection with such reimbursement.
- b. Reimbursement for Training
Amtrak shall reimburse employees for the cost of tuition to an accredited school after receipt of official notification of the employee's successful completion of a CDL training course, subject to the maximum amounts payable under Amtrak's Educational Assistance Program.

- c. **Access to Vehicle for CDL tests**
Upon not less than five (5) working days written request from an employee to the designated Amtrak officer, Amtrak shall, consistent with the requirements of service, make available a vehicle for use in taking the CDL driving test. Amtrak shall also make available a qualified employee to transport the vehicle to and from the examination site.

- d. **Rate Differential**
Employees who have obtained a CDL and who are occupying a position requiring CDL qualifications are required to comply with all regulations, operating and administrative responsibilities associated with their driving performance. In connection therewith, employees occupying positions requiring a CDL shall be paid an incentive allowance of \$1.00 per hour for all hours worked on such position. This allowance is separate and apart from the hourly rate of pay and is not subject to future general wage increases or cost of living adjustments.

Amtrak is not required to retain CDL requirements on any position where it is determined not operationally necessary.

Electric Traction Trainees will receive the differential provided for in this paragraph upon acquiring a CDL license. The differential shall be paid during their training period provided they maintain their CDL and upon completion of training, such differential shall be paid when they occupy a position requiring such qualification.

- 5. The following modifications are made to the Amtrak BMW Northeast Corridor and Corporate Rules Agreements:
 - a. Effective August 1, 2009, rates of pay under the Northeast Corridor and Corporate BMW agreements for all Foreman or Foreman rated positions will be increased by \$1.00 per hour. This shall not apply to Assistant Foreman positions.

 - b. **Service Bonus**
Employees in the Foreman class, holding positions for the full calendar year and perform service in that capacity each month during such calendar year, shall qualify for a bonus payment of \$2,000.00, which shall be paid within six (6) weeks of the end of each calendar year. It is understood that continuation of the bonus payments shall be subject to agreement of the parties each year.
In order to allow all employees an opportunity to avail themselves of this bonus for 2009, all employees holding a Foreman position for the period from July 1, 2009 through December 31, 2009, will be eligible for one-half of the bonus payment.

c. Rule Modifications

- Paragraph 6.b. & c. of the August 27, 1977 Training Agreement, as amended, are modified to provide as follows:
 - “b. Employees who successfully complete the training shall be awarded the positions covered by the training. The senior employee who completes the training shall be awarded the position. Seniority shall begin on the date of the award for employees who successfully complete the training and are awarded the position. Employees awarded the positions shall stay on the position for a period of six (6) months, except when bidding to a higher rated position. Employees who bid for higher rated positions must remain on such higher rated position for the duration of the six month period or will be subject to assignment to a position for which trained for the remainder of the six (6) month period.
 - c. Employees who successfully complete the training who are not awarded positions may be assigned to positions that go “no qualified bidders” that are in the same work zone as the position for which the training was initially posted, in reverse seniority order. Such employees stand for assignment to such positions for a period of six (6) months and must remain on the position for six months unless bidding to a higher rated position. Employees who bid for higher rated positions must remain on such higher rated position for the duration of the six (6) month period or shall again be subject to assignment to a position for which trained for the remainder of the six (6) month period. An employee so assigned may be released by agreement between the General Chairman and the Deputy Chief Engineer in cases of hardship.
- Paragraph (a) of Rule 18 – Reduction in Force of the BMWNE Northeast Corridor Agreement is replaced with the following:
 - (a) When the force is reduced, employees affected shall have the right, within ten (10) days after the effective date of such reduction, to elect to take furlough or to exercise seniority against a junior employee or to an available vacancy which is subject to or under advertisement.

An employee displaced in reduction of force who elects to exercise seniority may exercise seniority onto any position for which he is qualified, by bid or displacement without loss of seniority. The requirement to exercise in class is deleted. An employee selecting a vacant assignment will be considered an automatic bidder for that assignment. In the event a senior employee is awarded the assignment after the advertisement is closed, the junior employee who picked the vacancy will be required to exercise seniority to another assignment within ten (10) calendar days after the effective date and time of the award.

- Paragraphs 3 of Rule 8 – Bulletin, Assignment & Displacement, of the BMW Corporate Agreement is modified and a new paragraph added to the rule to provide as follows:

“3. An employee whose position is abolished may within seven (7) calendar days after the effective time and date of the abolishment, exercise his seniority to any position for which qualified held by a junior employee or to an available vacancy which is subject to or under advertisement. An employee who is displaced may within seven (7) calendar days after the time and date of displacement, exercise his seniority to any position for which qualified held by a junior employee or to an available vacancy which is subject to or under advertisement. 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.

An employee selecting a vacant assignment will be considered an automatic bidder for that assignment. In the event a senior employee is awarded the assignment after the advertisement is closed, the junior employee who picked the vacancy will be required to exercise seniority to another assignment within seven (7) calendar days after the effective date and time of the award.

- Paragraph (a) of Rule 4 – Temporary Positions and Vacancies, of the BMW Northeast Corridor Agreement is amended, and a new section added under paragraph 1 of Rule 8 – Bulletin, Assignment and Displacements, of the BMW Corporate Agreement as follows:

“A new position may be filled temporarily pending assignment. When vacancies occur, the senior available qualified employee working in the same or lower class shall be permitted to fill such position. Employees filling positions under this provision will be considered automatic bidders for such position as their first preference unless alternate preference ranking is indicated on their application for advertised positions.”

- Rule 90-D of the BMW Northeast Corridor Rules Agreement is modified to provide as follows:

“Rule 90-D – B&B Capital Improvement Gangs – Southern District

I. Territory

Amtrak may establish B&B Capital Improvement gangs, not assigned to fixed headquarters, to work in the following territories:

1. New York Division (Work Zones 5 & 6)
2. MidAtlantic Division (Work Zones 1 through 4)

NOTE: In October of each year, Amtrak shall advertise all positions in the Capital Improvement gangs, indicating the anticipated work schedule – identifying the projects and locations for the coming year.

- II. Operation of Southern District B&B Capital Improvement Gangs
 - a) Amtrak may establish B&B Capital Improvement Gangs in each territory defined in Section 1
 - b) The compliment of Gangs established under this rule shall not exceed twelve (12) employees, except as agreed between the parties.
 - c) The November 3, 1976, Special Construction Agreement shall not apply to gangs established under this rule.

The remainder of the rule shall continue in effect.

- The BMWNE Northeast Corridor Rules Agreement is modified to establish the classification of Structural Inspector in the Bridge & Building sub-department on the Southern District, with an hourly rate of pay of \$29.41, to perform the duties of inspecting bridges, tunnels, buildings, culverts, retaining walls and other structures.

The following provisions shall apply to this new position:

1. Structural Inspector positions established under this agreement will be awarded on the basis of seniority in the B&B Foreman/Inspector class, subject to the provisions of the agreement.
2. Successful applicants for Structural Inspector Positions shall be provided training in areas such as, but not limited to Bridge Climbing Techniques; Annual Bridge Inspection Training; Bridge Inspection Seminar; Movable Bridge Inspection; Personal Computer Training and other training that may be deemed necessary for the positions, including National Institute for Certification in Engineering Technologies (NICET) certification. Any testing required in connection with such training shall be uniformly applied to all successful applicants. Prior to disqualifying any candidate for failure to demonstrate proficiency in required skills, Amtrak shall notify the General Chairman and meet to discuss alternatives in an effort to assist the employee in acquiring the necessary skills to qualify for the position.
3. Employees assigned to positions covered by this agreement will remain on such position for a period of twenty-four (24) months from the effective date of award, except under extenuating circumstances to be evaluated and approved by the Deputy Chief Engineer – Structures and the General Chairman, or if it would result in the furlough of a senior B&B employee on the operating territory (New York, MidAtlantic North & MidAtlantic South).

Sixty (60) days prior to the end of the twenty-four month period, employees assigned to positions covered by this Agreement will have the option of:

- a. Remaining on the position for another twenty-four (24) month period by so notifying the Deputy Chief Engineer – Structures to that effect in writing, or
 - b. Upon conclusion of the twenty-four month period, exercising displacement rights to any available position in accordance with the agreement.
4. Where operational conditions require Structural Inspectors to work at locations away from their normal headquarters and such conditions do not permit return to the normal headquarters, Structural Inspectors shall be compensated for actual time worked and will be afforded travel time, lodging and the meal allowance provided in the agreement.
 5. Except as provided in Rule 58, the work of checking all forms of construction for compliance with applicable blueprints, plans and local codes, currently performed by B&B Inspectors, shall continue to be performed by employees in that classification.
- The BMWNE Northeast Corridor Rules Agreement is modified to establish the classification of Lineman/Hi-Rail/Catenary Car Operator in the Electric Traction sub-department, with an hourly rate of pay of \$27.64, to perform the duties of constructing, installing maintaining and repair of high voltage transmission and catenary systems; operate and maintain Catenary Maintenance Vehicle and other Highway/Rail vehicles of the Electric Traction Department.

The following provisions shall apply to this position:

1. The May 12, 1976, Platform Truck Agreement is deleted and the March 31, 1988, Motor Vehicle Work Agreement shall not apply to these positions.
2. Employees holding positions in this classification must have and maintain all appropriate qualifications, such as NORAC and physical characteristics.
3. Incumbents of positions in this classification shall perform the following activities:
 - Securing, servicing and parking the equipment outside the regular bulletined hours of the positions. This includes completing necessary paperwork associated with driving the vehicle and performing daily inspections (fluid checks, air, etc.)
 - Taking and picking up the vehicle, as appropriate, to and from designated garage facilities, outside of regular bulletined hours, for routine scheduled maintenance (such as but not limited to scheduled oil and fluid changes) and the annual high rail vehicle inspection.

- The April 27, 1977 Electric Traction Work Zone Agreement is modified as follows:

Line and Substation employees:

Baltimore Zone:

Washington Terminal To Gunpow (MP 79.0)

Wilmington Zone:

Gunpow (MP 79.0) to Darby (MP 6.3)

Philadelphia Zone:

Darby(MP 6.3) to Holmes (MP 76.0) and to Paoli (MP 21)

Lancaster Zone:

Paoli (MP 21) to Harrisburg

Morrisville Zone:

Holmes (MP 76.0) to Hunter (MP 11.0)

New York Zone:

Hunter (MP 11.0) to Shell

3rd Rail employees:

Penn Station, NY:

Entire 3rd Rail Territory

MW Electricians:

Baltimore Zone:

Washington Terminal to Ragan, including Bear

6. The provisions of Items 1 through 4 of this agreement shall remain in effect until December 31, 2014. Thereafter the provisions in Items 1 through 4 may be cancelled upon 30 days written notice from the Brotherhood of Maintenance of Way Employees.

This Agreement shall be considered a special agreement as to the terms and conditions specifically addressed herein and shall amend the Corporate and Northeast Corridor Rules Agreements as to those terms and conditions. All terms and conditions not specifically addressed herein shall continue to be controlled by Corporate and Northeast Corridor Rules Agreements. All matters concerning the contracting out of work not specifically addressed herein shall continue to be controlled by the Scope Rule of the applicable Agreement and this Agreement is made without prejudice to either party's position with respect to the meaning of the Scope Rules in such matters. Absent cancellation pursuant to Section 6 above, this Agreement will remain in effect until modified in accordance with the requirements of the Corporate and Northeast Corridor Rules Agreements and the Railway Labor Act, as amended.

This Agreement is effective the ____ day of _____, 2009.

For
National Railroad Passenger
Corporation

Brotherhood of Maintenance of
Way Employees Division – IBT

R. F. Palmer
Director-Labor Relations

Jed Dodd
General Chairman – BMWED
Pennsylvania Federation

Stuart A. Hurlburt, Jr.
General Chairman – BMWED
Northeastern System Federation

Bradley A. Winter.
General Chairman – BMWED
Consolidated System Federation

James Knight
General Chairman – BMWED
Seaboard Federation

Hayward Granier
General Chairman – BMWED
Illinois Central Federation

Louis Below
General Chairman – BMWED
Pacific Federation