

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. In the application of the Scope Rule of the Northeast Corridor BMWED Agreement, Amtrak and the BMWED recognize that the installation of fencing is work covered by the Scope Rule which cannot be contracted out without the concurrence of the BMWED. This Article represents the concurrence of the BMWED that Amtrak may contract out fencing work as outlined below and that the use of outside contractors under this Article shall not constitute a violation of the Agreement or serve as the basis for claims against Amtrak:
 - a. For all new fencing (yard, right of way, security, etc.) contractor forces may be utilized to install fence posts, gates and, where necessary, guard rails. Unless otherwise agreed, all other work associated with new fence installation will be performed by BMWED forces.
 - b. Amtrak will provide the BMWED with an informational notice as to the location of the work to be performed and approximate time the contractor is to begin work. Such notice must be provided at least fifteen (15) days in advance of the contractor commencing work, except in emergency situations, in which case the BMWED shall be contacted as soon as practicable. Failure to provide notice under this section will constitute the basis for a claim.
 - c. When RWP protection is deemed necessary as determined by Amtrak, M/W forces will perform said work.
 - d. A B&B Inspector (Southern District) or B&B Foreman (Northern District) will be assigned to all contractor job sites while they are installing posts, gates or guard rails, if no other B&B forces are assigned at such worksite.

Any fencing projects currently being performed on the property will be performed in accordance with this understanding.

There will be no BMWED furloughs in the Northeast Corridor while contractors are engaged in the installation of fencing.

BMWED will not present or progress any claims for a violation of the Scope Rule for fence installation that has taken place in Fiscal Year 2010.

Maintenance of all fencing, including but not limited to the replacement of fence posts, will continue to be reserved to BMWED.

Amtrak agrees that the B&B Capital Improvement gangs, or the equivalent number of positions, established pursuant to the Agreement of November 17, 2009, will be maintained until September 30, 2011. Thereafter, when contractors are utilized for fencing projects as outlined above, Amtrak shall establish a 4 man B&B Capital Improvement gang in the territory involved (New England North, New England South, New York, MidAtlantic North or MidAtlantic South), whose function shall be to maintain and construct fencing in their territory.

Amtrak further agrees that B&B Capital Improvement gangs R-900, R-901 and R-905, or the equivalent number of positions, shall be maintained until September 30, 2011, in accordance with Rule 90-D.

2. a. Effective January 1, 2011, the Per Diem allowance identified in Side Letter No. 4 of the January 18, 2008, agreement shall be increased to \$40.00 per day.
- b. Commencing January 1, 2012, the Per Diem allowance identified in Side Letter No. 4 of the January 18, 2008, agreement shall be adjusted annually based on the percentage change in the Consumer Price Index for Food Away From Home (1982-84=100) for the U. S. City Average for Urban Wage Earners and Clerical Employees issued by the Bureau of Labor Statistics. The annual percentage increase or decrease, as measured by the change in the Food Away from Home CPI-W from November to November, shall determine the adjustment to be applied to the Per Diem allowance. Such percentage change shall be applied to the Per Diem in effect on each December 31 with the resulting change rounded to the nearest cent and applied to the Per Diem effective January 1 of the next year.

A hypothetical example of the calculation is attached to illustrate the application of the formula.

- c. In the event the Bureau of Labor Statistics ceases to make available the CPI for Food Away from Home, the parties will promptly meet and agree upon a similar formula as a replacement. In the event the parties are unable to agree on a new formula, they will submit the disagreement to arbitration and the arbitrator shall determine which similar formula will serve as the replacement.

Signed this 4th day of November 2010.

For
**National Railroad Passenger
Corporation**

**Brotherhood of Maintenance of
Way Employes Division – IBT**



R. F. Palmer
Director-Labor Relations



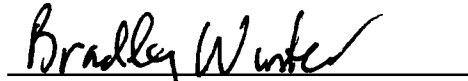
Jed Dodd
General Chairman – BMWED
Pennsylvania Federation



Frank Vacca
Chief Engineer



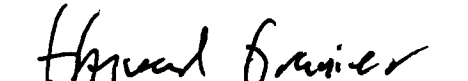
Stuart A. Hurlburt, Jr.
General Chairman – BMWED
Northeastern System Federation



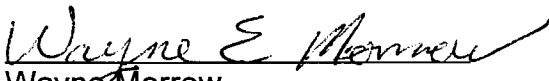
Bradley A. Winter
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Consolidated System Federation



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General Chairman – BMWED
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Wayne Morrow
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