



March 20, 2006

Michael Lieder, Esq.  
Sprenger & Lang  
1400 Eye Street, NW  
Suite 500  
Washington, DC 20005

Re: Amendment I to Interim Agreement

Dear Mike:

This is in reference to our recent discussions regarding Article 14, concerning Physical Characteristics Training as set forth in the parties' Interim Agreement reached pursuant to the Thornton, et al Consent Decree.

Paragraph (iii) of Article 14 provides that a Foreman who seeks to displace a junior Foreman will be afforded the opportunity to qualify on the requisite physical characteristics, within the displacement period provided in the agreement.

Confirming our understanding, in the event the Rules Examiner is unavailable to administer the required examination within the ten (10) day displacement period, such displacement period will be extended to the date such examination can be scheduled. During this extension period, the employee will be paid at the rate of pay of the position for which the employee is qualifying, even if the employee does not successfully qualify when the examination is finally administered. During this extension period, the employee shall be assigned to one of the following three vacant positions for which the employee is qualified:

- a) in the same gang as the position for which the employee is qualifying;
- b) on the same shift at the same headquarters as the position for which the employee is qualifying; or
- c) on the same shift in the same work zone as the position for which the employee is qualifying.

The employee shall be assigned pursuant to subsection (a) if a vacant position is available; if no such position is available the employee shall be assigned pursuant to subsection (b); and only if no such vacant position is available then the employee shall be assigned pursuant to subsection (c). The period in which the employee shall remain in the position as set forth in Article 14 shall be calculated from the date the employee passes the examination.

This Amendment I to the Interim Agreement may be terminated by either party upon thirty days written notice to the other.

If the above properly reflects our understanding, please sign below.

**On Behalf of National Railroad Passenger Corporation**



William Herrmann  
Deputy General Counsel

Date: 03/07/2006

**On Behalf of Brotherhood of Maintenance  
Of Way Employes**



J. Dodd  
General Chairperson  
Pennsylvania Federation, BMWE

Date: 4-12-06



S. Hurlbert  
General Chairperson  
Northeastern System Federation, BMWE

Date: 4-12-06



Michael D. Lieder, Esq.  
Counsel

Date: 4-6-06