

MEMORANDUM OF AGREEMENT

Between

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

and

Its Employees in the Maintenance of Way Department

Represented by

THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

IT IS AGREED:

1. The Carrier will establish training programs for the following classes of employees:
  - (a) Track Foremen
  - (b) Track Foremen Trainees
  - (c) Track Welders/Structural Welders
  - (d) Machine/Equipment Operators
  - (e) B&B Foremen
  - (f) B&B Foremen Trainees
  - (g)<sup>58</sup> Maintenance of Way Repairmen
2. The Carrier may at its discretion request any employees holding seniority and working as such in Classes (a), (c), (d), (e) and (g)<sup>59</sup> listed in Section 1 above to attend the appropriate training courses in order to more adequately qualify them for such responsibilities. Employees requested to attend these training courses and declining to do so will be excused from attending with a reasonable explanation.
- 3.<sup>60</sup>
  - (a) The Carrier will solicit and accept applications from employees holding seniority on M of W Track and Bridge and Building Department seniority rosters for training courses for Trainee positions.
  - (b) The Carrier will designate the location, length of training course, type of training course and officer to whom the employee will report.

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<sup>58</sup> Added November 29, 1977

<sup>59</sup> Added November 29, 1977

<sup>60</sup> Amended June 27, 1992

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**General Letter Agreements - Maintenance of Way Employees Training Agreement dated August 26, 1977, updated through June 27, 1992**

- (c) The Carrier will have the right to change the length of a respective training course with 15 days notice to the General Chairman.
  - (d) The Carrier will bulletin the types of training courses, qualifications for the course, location to be held and work zone of assignment, at least 15 days prior to the start of each month. Such bulletins will be displayed at the headquarters listed in Rule 14 for not less than 7 days. The bulletin shall include the caption (Initial Training to be Provided in Accordance with the Training Agreement of August 26, 1977.) The successful applicants will be notified by bulletin.
  - (e) Trainees of the above listed program will be selected from applicants jointly by the Assistant Chief Engineer Maintenance, or his designated representative, and the designated representative of the appropriate General Chairman, B.M.W.E. In the selection of applicants, qualifications and aptitude being sufficient, earliest date of entry into Carrier's service shall govern. In the event the Assistant Chief Engineer-Maintenance, or his designated representative, and the designated representative of the appropriate General Chairman, B.M.W.E. are unable to agree on the candidates, the matter will be referred to the Chief Engineer, Northeast Corridor, and the appropriate General Chairman, B.M.W.E.
  - (f) The Assistant Chief Engineer-Maintenance, or his designated representative, and the designated representative of the appropriate General Chairman, B.M.W.E., will promptly review any complaint received from individual employees who applied for selection as Trainees but were not so selected. If they are not able to dispose of such complaints, the complaints may be referred to the Chief Engineer, Northeast Corridor, and the appropriate General Chairman, B.M.W.E. In no event shall such complaints be considered, handled or recognized as a grievance or penalty claim against the Carrier.
4. (a) Employees will be required to report to designated classrooms, Monday through Friday, 40 hours per week. Daily class hours will not necessarily be uniform but will be subject to the discretion of the Carrier. In no event will employees be required to attend class in excess of 40 hours per week.
- (b) Employees who are absent from class without furnishing bona fide reason to the Carrier, or who in the judgement of the designated Carrier officer are failing to maintain satisfactory progress, will be dismissed from the program and returned to their former positions.
5. (a) Employees attending training courses will be paid at the pro rata rate of the position held immediately prior to attending.
- (b) During the period the employees who are attending any of the above training courses will have the right to make application for advertised positions, may be awarded the position at the appropriate rate of pay but will not be placed on the position until such time the training course is completed. The period of qualification as specified in Rule 6 of the current M of W agreement will begin the first day the employee is placed on his awarded position.
- (c) Necessary lodging and transportation will be provided by the Carrier when applicable.

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- (d) When employees are attending training courses, it will be understood that the employees have accepted a position in accordance with Rule 4, Paragraph (c) of the current Amtrak agreement. Employees will be paid travel time on the basis of two minutes per mile from home to the classroom, and return, each day unless the Carrier provides transportation and travel time.
- 6.<sup>61</sup> (a) Vacancies caused by employees attending training courses will be considered a temporary vacancy of less than 30 days duration and, if necessary, filled in accordance with the rules of the applicable schedule agreement. These vacancies, however, will not be bulletined or advertised.
- (b) Those who successfully complete the training shall be awarded the positions covered by the training. Employees awarded the positions shall stay on the position for a period of 6 months except when bidding to a higher rated position. 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.
- (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 for the positions for which the training was initially posted in reverse seniority order. Such employees stand for assignment to such positions for a period of six months and must remain on the position for six months unless bidding to a higher rated position. An employee so assigned may be released by agreement between the General Chairman and the Assistant Chief Engineer in cases of hardship. No employee may be so assigned more than once for each training course completed under the provisions of this training agreement.
- (d) At the completion of the training course, employees will be returned to the position they last held prior to attending these courses, or may, within 5 days from his return to such position, exercise seniority to any position bulletined or awarded during the time he is attending training courses.
- (e) If, during the time an employee is attending training courses, his former position is abolished or filled by a senior employee in the exercise of his seniority, he may, upon return from training courses, exercise seniority in conformity with the rules of the applicable schedule agreement.
7. The selection and training of employees under this program shall be without discrimination because of race, color, creed, national origin or sex.
8. This Memorandum of Agreement will be considered as a separate agreement between the National Railroad Passenger Corporation (Amtrak-NEC) and the Brotherhood of Maintenance of Way Employees and shall remain in full force and effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

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<sup>61</sup> Amended June 27, 1992