



VIA Email

August 29, 2023

Anthony Sessa  
General Chairperson  
BMWED- United Passenger Rail Federation  
190 South Broad St.  
Trenton, NJ 08608

Re: Advance Overtime Commitments and Regional Force Account Qualification

Mr. Sessa,

Per our recent conversations, the following is understood with regard to the following projects:

1. Penn Station Access
2. Portal North Bridge
3. East Side Access / Harold / F Upgrades
4. East River Tunnel Hardening of Lines 1, 3 & 4 Construction
5. Kearny - Waverly Replacement Transmission Towers
6. 562 County to Elmora
7. Clark to Ham Constant Tension Upgrade Project
8. Tunnel NY - ERT LN 3 Redundant Fiber Install Construction Contracts
9. AT&T DAS NY tunnels
10. Secaucus Scanners

The parties agree to meet and discuss any additional projects to be added to this list.

The following provisions will govern Advance Overtime Commitments:

1. **Advance Overtime Commitments** – Amtrak will incentivize employees that commit to work specific overtime assignments up to four (4) weeks in advance of

the assignment. The parties will meet after the initial four (4) weeks to determine if an eight (8) week advanced commitment process is feasible.

In this connection, the respective double-time rate of pay will be issued to employees that sign-up for these overtime assignments, so long as the following conditions are met.

- i. Employees perform compensated service for all regularly assigned work shift(s) for the work week prior to and after the Advanced Overtime Commitment shift(s) are worked in full.
  - ii. The specific Advanced Overtime Commitment is kept, and the pertinent shift(s) are worked in full.
  - iii. The employee making the Advanced Overtime Commitment does not mark off or fail to cover the awarded Advanced Overtime Commitment shift(s).
2. **Rest** – Employees that work advanced overtime assignments covering the entirety of two consecutive regularly scheduled rest days will be required to rest on their next scheduled rest day and will be paid double time on that day as if they had covered an advanced overtime assignment.
  3. **Meals** – When applicable, will be set at twenty-five dollars (\$25.00) for all BMWED members working advanced overtime commitments.
  4. **Assignments will be based upon seniority** – In accordance with this understanding, seniority rosters for all BMWED-IBT represented employees will be printed and made available monthly instead of annually.

The advertising period of the advance Overtime Commitment sign-up will be posted for a minimum of one (1) week. These overtime opportunities will be advertised and awarded in seniority order in the classifications desired based on employees who sign-up. Employees will be bidding on and committing to work specific titles, shifts, and zones. It is understood employees will be provided their on-duty headquarter point for the overtime assignment at least one (1) week prior to the assignment. In the instance the overtime headquarter point is not the same as their regularly assigned headquarter point, the employee will be provided round trip reimbursement for mileage at two (2) minutes per mile at the applicable rate of pay for the time it would have taken to travel from the regular headquarter point to the overtime headquarter point. It is understood, employees working away from their regularly assigned headquarter point will be expected to report timely for the overtime at the provided headquarter point for the start of the overtime shift.

The IMCS Team will maintain a “Waiting List”, based on employee sign-up during the advertising period. In the event an employee fails to cover their awarded shift, or it is decided a project could use additional headcount at a given time, employees on the waiting list may be asked if they would like to work the

vacancy. If they agree, the above conditions above will apply. It is understood that there may be extenuating circumstances that arise where an employee is unable to fulfill their Advanced Overtime Commitment(s). It is understood in such circumstances if twenty-four (24) hours advanced notification is provided the Advanced Overtime Commitment shift(s) will be offered and awarded in the normal preferential order, starting with the waiting list. If an employee on the "Waiting List" is notified less than twenty-three (23) hours prior to the overtime shift's commencement, and the employee performs the overtime assignment, the said employee shall be compensated an additional two (2) hours and forty (40) minutes at respective double time rate of pay.

In the event Amtrak cancels an overtime assignment with less than seven (7) days notice to the impacted employees, the impacted employees will still be paid for the time in accordance with the above conditions as if they had worked the scheduled shift.

In the event that an exercise of seniority occurs prior to the commencement of the overtime work assignment, (1) if the employee voluntarily elects to leave the position the work opportunity will be offered in normal preferential order, subject to the conditions outlined for Advanced Overtime Commitment starting with the waiting list; (2) if the said employee is displaced the Advanced Overtime Commitment will be offered to the employee displacing to the position; or (3) if an employee is awarded a position prior to the commencement of the overtime assignment who otherwise would have been offered the assignment based upon his seniority, the said employee will be afforded the opportunity to commit to work the specific overtime assignment(s).

The standard overtime rate of pay will apply to all overtime shifts immediately and paid in accordance with the standard pay-cycle. The remaining portion of double-time (additional one-half (.5) times the respective rate of pay) will be paid after confirmation that the terms and conditions are met and included in the next pay-cycle.

5. **Regional Force Account Qualification** – The employee(s) will be able to bid for the Advance Overtime Commitment in the advertised area and will be awarded to the said assignment in the normal preferential order, subject to the conditions outlined for Advanced Overtime Commitment.

This understanding may be canceled by either party upon thirty (30) days advance written notice to the General Chairman or to the Carrier's Highest Designated Officer (HDO). In the event this understanding is cancelled, nothing in this understanding should be read as prohibiting use of this understanding in a proceeding to enforce its terms, prior to its cancellation.

This understanding is reached without prejudice to the positions of either party. It does not set precedent in the interpretation of any agreement provisions, nor does it serve to

modify any agreement provision application in these limited circumstances, unless explicitly outlined herein.


Please indicate your concurrence by affixing your signature in the space provided below.

Sincerely,



Aaron Buck  
Senior Director, Labor Relations

I concur:



Anthony Sessa  
General Chairperson  
BMWED-UPRF