

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) AND**  
**THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION OF**  
**THE**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS (BMWED-IBT)**

In light of Amtrak's desire to stabilize the workforce of track and switch Inspectors the parties agree to certain changes and incentives to track and switch inspectors in Work Zones five (5) and six (6). Effective with the signing of this agreement the following changes will occur:

1. All of the current track and switch inspector positions in the above work zones will be abolished coincident with the awarding of the said track and switch inspector positions. Thereafter, track and switch inspector positions in these work zones will be modified by the terms of this agreement. All of the lock-in provisions outlined in the December 1, 2022 Agreement remain in full effect and applicable, including but not limited to the night shift differential. The items covered in this agreement will not be considered as pyramiding of incentives for the purposes of any other current or future agreements.
2. Copies of this Agreement will be attached to the advertisements for the new positions and provided to employees wishing to exercise their seniority to displace into a position governed by this Agreement.
3. Effective with the award of the new track and switch inspector positions identified in item 1 above, incumbents may not voluntarily bid off these positions for a period of thirty-six (36) months which shall be known as the contract period. Should a position become vacant (illness, retirement or bidding off after lock in etc.), subsequent incumbents will not be permitted to bid off for the contract period of thirty-six (36) months.
4. Employees making application for training opportunities involving positions governed by this Agreement, shall be allowed to attend training in accordance with the provisions of the governing agreement and will be subject to the thirtysix (36) months contract requirement from the date they complete training.

5. Employees in the contract period who are faced with a hardship may be released from the contract period when agreed to by the Assistant Vice President of IMCS and the General Chairman.
6. Employees entitled to an exercise of seniority may use their seniority in accordance with the agreement and displace to these positions but must fulfill the thirty-six (36) month requirement from the time of their displacement. There will be no limit on the number of times these positions may be displaced by employees entitled to exercise their seniority, but the thirty-six (36) month requirement will continue for each displacement.
7. In the event there is no position governed by this Agreement that a displaced employee can hold, the employee may exercise seniority to a position outside of this Agreement in accordance with the governing agreements, however the employee will be required to complete the remaining portion of their lock-in commitment in accordance with this Agreement when their seniority allows them to hold an available position.
8. Thirty (30) days prior to the end of the contract period the incumbent on the position will have the option of:
  - remaining on the position for another contract period of thirty-six (36) months and so notifying Workforce Management and their immediate supervision to that effect, *or*
  - notifying Workforce Management and their immediate supervision of their desire to exercise a displacement right commencing the day following the last day of the contract period in their home seniority district in accordance the provisions of Rule 18 of the schedule agreement.
9. Employees assigned to track inspector and/or switch inspector positions within Work Zones 5 and 6 will receive an additional flat three dollars (\$3.00) per hour as an incentive. This three-dollar (\$3.00) incentive is applicable to each hour worked regardless of whether the hours are worked on straight-time or overtime.
10. Track and switch inspectors assigned to positions governed by this Agreement that receive a satisfactory rating based on a yearly review by the Deputy Chief Engineer of Maintenance, or their designee, will receive a bonus in the

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Signed this date: March 19, 2024.

For:

National Railroad Passenger Corporation



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Christopher Richtarich  
Senior Manager, Labor Relations  
AMTRAK

Brotherhood of Maintenance of Way  
Employees Division -IBT



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Anthony C. Sessa  
General Chairperson – United Passenger  
Rail Federation- BMWWE