

**MEMORANDUM OF AGREEMENT BETWEEN THE
NATIONAL RAILROAD PASSENGER CORPORATION
AND
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES**

Effective October 1, 2024, the following changes will occur to include four (4) Track Foreman positions and their respective gangs, that will be assigned as follows:

Amtrak will create four (4) new Track Foreman Positions five (5) days per week, ten (10) hours per day. The 5th day is being compensated at time and a half.

- 1: Tuesday -Saturday, 6:00 AM-4:00 PM
- 2: Tuesday -Saturday, 8:00 PM-6:00 AM
- 3: Sunday-Thursday, 6:00 AM-4:00 PM
- 4: Sunday-Thursday, 8:00 PM-6:00 AM

Advertisement of the respective gangs these Foreman will supervise will take place within sixty (60) days of the agreement signing, on this same schedule.

The following will apply to these positions as they are intended to work a Saturday or Sunday, and travel between projects within Zone 6:

- The rate of pay for these Foreman positions will be based on Job Code WD183, currently \$49.27. All other positions will be paid the applicable agreement rate of pay.
- In addition to all entitled incentives these positions will be entitled to the following:
 - Per-diem
 - Rule 32 \$1.00 differential
- It is understood that any headquarter location change will be sent via email to the incumbent employee no less than thirty-six (36) hours prior to the change and will only be changed to another headquarter location in Zone 6.

If an employee takes one week of PTO (40 hours), Amtrak will also provide the employee the opportunity to utilize an additional ten (10) hours of PTO at their discretion for a total of fifty (50) hours, matching the scheduled work week. This additional PTO will be paid as outlined within the agreement.

All the lock-in provisions outlined in the December 1, 2022, Agreement remain in full effect and applicable as provided therein, 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.

BMWED Northeast Corridor Agreement shall apply except as specifically modified by this agreement. Overtime will be offered to employees awarded to the specific respective projects before being offered to

these support foreman positions. This agreement does not affect the current practices for overtime call outs.

The above listing of positions does not preclude Amtrak's Highest Designated Officer of Labor Relations and the General Chairperson, or their representatives, from agreeing to other positions being added. In the instance Amtrak seeks to add positions to this list due to operational need as referenced and provided for in the governing agreement, concurrence from BMW E will not be unreasonably withheld.

This agreement is reached with the understanding it does not set precedent for nor prejudice the positions of either party in the handling of similar matters in the future. This understanding may be canceled by either party upon sixty (60) days advance written notice to the General Chairman or to the Carrier's Highest Designated Officer (HDO). The parties agree to meet prior to the issuance of any cancellation to resolve any issues driving thoughts of cancellation.

Signed this date: October 1, 2024

For:

National Railroad Passenger Corporation

Brotherhood of Maintenance of Way
Employees Division -IBT

Christopher Richtarich
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AMTRAK

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