

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE**

**NATIONAL RAILROAD PASSENGER CORPORATION**

**AND**

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

This Memorandum of Agreement (Agreement) memorializes discussions between the parties regarding Amtrak's intent to contract out the remaining work associated with the B&P Tunnel Project, and also resolves all issues with contracting notices for the BP Tunnel served to date.

The Parties Hereby Agree to the following:

B&P Slab Construction

1. Contractor will perform associated weekday prep work and completion of the following scope:
  - a. Surveying: Surveying services to locate control points, extents of demolition and new work.
  - b. Demolition: Removal and disposal of existing concrete slab, block-ties, rail and all appurtenances.
  - c. Construction: Procurement and installation of new concrete slab and reinforcing. Installation of new block ties, rail and all appurtenances.
  - d. General Activities: Temporary construction facilities, site preparations, site dewatering, environmental clean up and other ancillary tasks associated with the execution of this work.
2. BMWED represented employees will be responsible for the timely furnishing of track panels related to this project, assigned inspections, supplemental on track and class "A" protection for the contractor, and other duties related to this project as assigned.
3. There will be no involuntary furloughs, which result in a BMWED represented employee not being able to exercise seniority to a position for which they are qualified, on the Southern District in Track, B&B or ET until twelve (12) full months after the completion of the work in its entirety. Additionally, an employee will not be considered involuntary furloughed in the event they cannot exercise any seniority as a result of allowing their qualification to lapse through inaction or losing their qualification as the result of an investigation in accordance with Rule 2(c) of the collective bargaining agreement.
4. Subsequent to the completion of each work segment, the Carrier will remit the equivalent of the number of contractor billed hours multiplied by Thirty Dollars (\$30.00) in total. The Organization will determine the employees to receive payment and the amount of the payment and will make those designations to the Carrier.

- a. Contractor billed hours to be shared with the Organization within seven (7) days of receipt of an invoice by the Carrier.
  - b. Payment to employees to be made within sixty (60) days of the designations being communicated to the Carrier by the Organization.
  - c. Amtrak will apply this same handling to Phases 2 and 3 of the project, which have already been completed. The contractor billed hours for Phases 2 and 3 were 41,600, which creates a payment obligation to Amtrak in the amount of One Million Two Hundred and Forty-Eight Thousand Dollars (\$1,248,000.00).
5. With respect to the upcoming project to better serve MARC and Amtrak trains with the construction of the Frederick Douglass Tunnel, it is agreed:
- a. Amtrak's BMW forces will perform scope-covered project work outside the tunnel structure.
  - b. It is understood and agreed, in accordance with paragraph two of Side Letter No. 2 dated January 22, 1987, BMW forces may be utilized to perform block tie and rail work within said tunnel. Amtrak may also use contracted forces to perform project work constructing the new tunnel, as restricted by paragraph 5(a) above.
  - c. Upon completion and acceptance of the newly built Frederick Douglass Tunnel it, along with all improvements to be owned by Amtrak falling under the current scope rule of the collective bargaining agreement (NEC), will become part of the Southern District as outlined within Rule 14 and Amtrak BMW forces will maintain said items as a part of their normal course of duties as outlined therein.
6. The Parties acknowledge that this agreement is reached with the understanding it does not create precedent and will not prejudice the position of either party in the handling of similar issues in the future. As such, the terms of this agreement shall not be referenced in any matter other than the enforcement of the instant agreement.

This represents the full agreement between the parties in regard to the Parties' discussion of the B&P Tunnel Project.

National Railroad Passenger Corporation



Aaron Buck  
Senior Director, Labor Relations

Date: 12/9/2021

Brotherhood of Maintenance of Way Employees



Anthony Sessa  
General Chairman

Date: 12/9/2021



December 9, 2021

Mr. Anthony Sessa  
General Chairman – BMWED-IBT  
190 South Broad Street  
Trenton, NJ 08608

Mr. Sessa,

Per our conversations which led to the resolution of various items connected to the dispute involving the B&P Tunnel Project, we have agreed that block tie installation is work covered by Paragraph (A)(1)(A)(1) of the scope rule of the governing collective bargaining agreement between BMWED and NRPC (NEC).

Please indicate your concurrence with this modification by placing your signature in the space below.

A handwritten signature in black ink, appearing to read "A. Buck", written over a horizontal line.

Aaron Buck  
Senior Director, Labor Relations

I concur:

A handwritten signature in black ink, appearing to read "AS", written over a horizontal line.

Anthony Sessa  
General Chairman, BMWED