



April 30, 2018

Mr. Dale E. Bogart, Jr.
General Chairman – BMWED-IBT
3321 B Vestal Parkway East
Vestal, NY 13850

RE: 01-LCR-08-0817 – New England Division Undercutter Project

Dear Mr. Bogart,

This refers to our September 12, 2017 notice, and subsequent meetings and correspondence with your Organization, most recently on March 23, 2018 regarding Amtrak's intent to lease an Undercutter with vendor-supplied operators. In light of the particular facts and circumstances involved in this project and for the purpose of resolving any and all disputes regarding the use of the vendor-supplied operators for this project, we agreed to the following:

1. Without prejudice to either party's position regarding the application of the Agreement and the Equipment Rental Agreement, the Carrier will proceed with leasing the Undercutter machine with vendor-supplied personnel, not to exceed (3) three operators, for the 2018 and 2019 production seasons.
2. Amtrak will advertise Rule 90-B District positions (Gangs S073, S074, S075, S076 and Y503) with headquarters to be determined by the Carrier. These positions will be assigned to support the leased Undercutter during the 2018 and 2019 production seasons.
3. From May 13, 2018 to May 23, 2018 senior qualified employees may displace employees assigned to Gangs S073, S074, S075, S076 and Y503. Displaced employees shall exercise their seniority in accordance with the rules of the Agreement. Any employees that elect to displace onto Gangs S073, S074, S075, S076 and Y503 during this displacement period may only leave the positions through normal collective bargaining agreement rules.
4. Amtrak will provide an annual list to the General Chairman of the locations where the leased Undercutter will work during the production season and will keep the General Chairman apprised of its efforts to procure an additional Carrier-owned Undercutter.
5. During the time that the leased Undercutter is operating on Amtrak's property, there will be no BMW equipment operators involuntary furloughed in the New England division.
6. Amtrak will establish a claim pool of one hundred and fifty thousand (\$150,000) to be divided as follows:
 - a) An equal proportionate share of seventy-five thousand dollars (\$75,000) will be paid to employees holding positions designated by paragraph 2 (above) on June 11, 2018.

By June 18, 2018 Amtrak will generate a list of qualified claimants and provide to the General Chairman to review and approve. Following receipt of approval, each

Mr. Dale E. Bogart, Jr.
April 17, 2018
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claimant will be paid an equal proportionate share of the claim money. Under no circumstances will Amtrak pay out more than seventy-five thousand dollars (\$75,000).

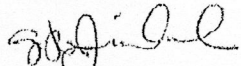
- b) An equal proportionate share of seventy-five thousand dollars (\$75,000) will be paid to employees holding positions designated by paragraph 2 (above) on June 10, 2019.

By June 17, 2019 Amtrak will generate a list of qualified claimants and provide to the General Chairman to review and approve. Following receipt of approval, each claimant will be paid an equal proportionate share of the claim money. Under no circumstances will Amtrak pay out more than seventy-five thousand dollars (\$75,000).

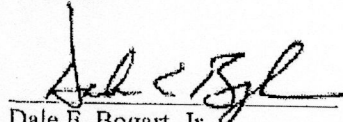
7. This agreement is without precedent or prejudice to the positions of either party regarding contracting, equipment rental and scope and may not be cited in future matters, except to the extent such citation is to enforce the terms of this agreement.

If the above properly reflects our understanding, please indicate your concurrence by signing below and returning one copy of this letter to my office.

Sincerely,

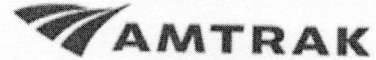
 April 30, 2018 5:06 pm
Sharon Jindal
Director - Labor Relations

I concur:


Dale E. Bogart, Jr.

April 30, 2018

Date



July 23, 2019

Mr. Dale E, Bogart, Jr.
General Chairman -
BMWED-IBT 3321 B
Vestal Parkway East Vestal,
NY 13850

This refers to our letter of agreement dated April 30, 2018, involving Amtrak's September 12, 2017 notice outlining our intent to lease an Undercutter with vendor-supplied operators. This letter serves as an extension and update to the prior understanding.

1. Paragraph 6 is modified as follows:

Amtrak will establish a claim pool equivalent to \$1000.00 per position assigned to support the leased Undercutter for each of the 2020 and 2021 production seasons respectively.

- a) An equal proportionate share of the claim pool will be paid to employees holding positions assigned to support the leased Undercutter for the 2020 production season on June 10, 2020.

By June 17, 2020 Amtrak will generate a list of qualified claimants and provide to the General Chairman to review and approve. Following receipt of approval, each claimant will be paid an equal proportionate share of the claim money. Under no circumstances will Amtrak pay out more than \$1000.00 per position assigned to support the leased Undercutter for the season.

- b) An equal proportionate share of the claim pool will be paid to employees holding positions assigned to support the leased Undercutter for the 2021 production season on June 10, 2021.

By June 17, 2021 Amtrak will generate a list of qualified claimants and provide to the General Chairman to review and approve. Following receipt of approval, each claimant will be paid an equal proportionate share of the claim money. Under no circumstances will Amtrak pay out more than \$1000.00 per position assigned to support the leased Undercutter for the season.

These agreements remain without precedent or prejudice to the positions of either party regarding contracting, equipment rental and scope and may not be cited in future matters, except to the extent such citation is to enforce the terms of this agreement.

If the above properly reflects our understanding, please indicate your concurrence below.

Best Regards,

Aaron Buck
Sr. Director Labor Relations

Dale E Bogart, Jr. Date
General Chairman, BMWED

7/23/2019

Enclosure: April 30, 2018 Letter of Agreement