



April 6, 2018

Mr. Jed Dodd
General Chairman – BMWED-IBT
421 North 7th Street, Suite 299
Philadelphia, Pa. 19123

RE: 02-LCR-20-0917 – Empire Line and 72nd Street Yard Project

Dear Mr. Dodd,

This refers to our November 24, 2017 notice, and subsequent meetings and correspondence with your Organization, most recently on April 2, 2018 regarding Amtrak's intent to contract out certain work associated with the above referenced project. 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 contractors for this project, we agreed to the following:

1. Without prejudice to either party's position regarding the application of the Agreement in contracting out work, the Carrier will contract out all phases of the Empire Line track and tunnel project as outlined in our November 24, 2017 notice. The portion of the notice related to track construction in the new staging yard at 72nd Street is withdrawn, except for civil and culvert work, which will proceed. In the event that Amtrak proceeds with the yard portion of the work, BMW Carrier forces will do the track work for the new 72nd Street staging yard that was previously outlined for the contractor to perform in the November 17, 2017 notice.
2. The contractors will not use the Penn Station New York side entrance to the project, except with the limited exception of invert work. All staging will take place at access points between the Empire tunnel and Spuyten Duyvil Bridge.
3. Contractors associated with the Empire Line track and tunnel project, except for the civil and culvert work in the new staging yard at 72nd Street, will be off of the Amtrak Empire Line project on or before September 30, 2018.
4. There will be no BMW involuntary furloughs in New York Division Zones 5 and 6 through and including March 31, 2019.
5. BMW Carrier forces will perform all ET (line and 3rd rail) work on the Westside of the tunnel tying the structure into the NEC. Additionally, BMW Carrier forces will do all rail return/binding throughout 2 Main, install the DC cable and feeder switch controlling the tunnel known as "2MEF" (at the mouth). BMW Carrier forces will also do the track work associated with replacing the 157/159 double slip within "A" Interlocking.
6. BMW Amtrak forces will provide ET and RWP protection, foul time, track outages and inspections, if required.
7. Amtrak will establish a claim pool of five hundred thousand dollars (\$500,000) to be divided in accordance with claimants and their amounts to be provided by the BMW in the future.

Mr. Jed Dodd
April 6, 2018
Page 2

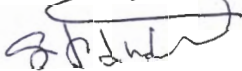
Claimants for the claim pool money will be all track department employees holding headquartered maintenance Division positions in Zone 6 and Independent Track in Zone 6 on June 1, 2018 including but not limited to track inspection foreman and the track department safety liaison. Contractor Protection gangs, specific project gangs and any other production gang that may be working in Zone 6 at the time are not included in the pool of claimants.

By June 8, 2018 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 the claim pool.

8. Within forty eight (48) hours of signing this agreement, the BMWWE agrees to take all steps necessary to secure dismissal of the complaint it filed in the U.S. District Court for the District of Columbia, captioned *Brotherhood of Maintenance of Way Employees Division/IBT v. National Railroad Passenger Corporation*, Case No. 1:18-cv-00557, with prejudice with respect to the Empire Line Project and without prejudice with respect to the High Speed Rail projects (06-LCR-10-0917 – High Speed Rail Facility & Storage Tracks Ivy City – Washington, DC; and 02-LCR-21-0917 – High Speed Rail Building & Storage Tracks Sunnyside Yard – NY).
9. This agreement is without precedent or prejudice to the positions of either party regarding contracting and scope and may not be cited in future matters, except to the extent such citation is to enforce the terms of this agreement.

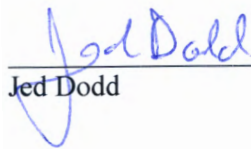
If the above properly reflects our understanding, please indicate your concurrence by signing below and returning one copy of this letter to my office.

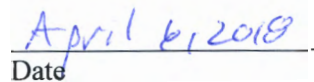
Sincerely,



Sharon Jindal
Director - Labor Relations

I concur:



Jed Dodd

Date