

**Agreement Between**  
**National Railroad Passenger Corporation (“Amtrak”)**  
**And**  
**Brotherhood of Locomotive Engineers and Trainmen (“BLET”)**  
**A Division of the Rail Conference of the**  
**International Brotherhood of Teamsters**

**May 5, 2005 Codification**

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## **PREAMBLE**

**THIS AGREEMENT** made this 26th day of October 1982, by and between the National Railroad Passenger Corporation and Passenger Engineers represented by the Brotherhood of Locomotive Engineers.

**WHEREAS**, in the Rail Passenger Service Act of 1970, as amended by the Amtrak Improvement Act of 1981, Congress has established for the National Railroad Passenger Corporation (Amtrak), the goal of maximization of its resources, including the most cost effective use of employees; and

**WHEREAS**, effective January 1, 1983, Amtrak will assume its own train and engine operations heretofore performed by the Consolidated Rail Corporation (Conrail) pursuant to the Northeast Rail Service Act of 1981; and

**WHEREAS**, Amtrak desires to employ persons currently employed by Conrail in its engine service operations, and those employees desire to accept employment with Amtrak; and

**WHEREAS**, the Brotherhood of Locomotive Engineers now represents all employees of Conrail in the craft of Locomotive Engineers, who would accept Passenger Engineer positions with Amtrak; and

**WHEREAS**, Congress, in the Amtrak Improvement Act of 1981, also imposed upon both Amtrak and the Brotherhood of Locomotive Engineers the duty to enter into a cooperative effort to achieve the efficiencies and economies necessary to operate a modern passenger service entity;

**NOW, THEREFORE**, it is hereby agreed in conformity therewith that the following Rules shall govern the rates of pay, rules and working conditions of employees of Amtrak employed in its engine service operations:

## **CODIFICATION NOTES**

Pursuant to Article VIII, Section J, of the August 1, 1998 Agreement, this document represents the codified collective bargaining agreement between the parties. The parties expressly state that this codified agreement is not intended to, and in the parties' view does not, alter, amend or change in any manner whatsoever any of the provisions agreed upon and implemented by them over the course of their bargaining history; in other words, all such contracts, agreements, understandings and practices, if any, in effect on the effective date of this codification shall continue in effect according to their terms until modified, terminated, superseded or revoked by subsequent agreement or operation of law. Accordingly, the parties have made every effort to thoroughly review every agreement between them, and incorporate their terms in the appropriate place in this codified agreement. If the parties subsequently discover that a relevant agreement has not been properly codified, through oversight or inadvertence, they will meet promptly to undertake the necessary modifications.

In addition, the parties explicitly and specifically acknowledge the continuing vitality and applicability of the source documents from which this codified agreement was drafted. Therefore, it is agreed that either party may continue to utilize any source document it deems relevant in the adjudication of any dispute arising from the application or interpretation of the provisions of this codified agreement. The parties further agree as follows:

1. All references to gender in the codified agreement are to be considered gender-neutral.
2. Because of the January 1, 2004 merger between the Brotherhood of Locomotive Engineers and the International Brotherhood of Teamsters, all references in the codified agreement to the Brotherhood of Locomotive Engineers or BLE shall mean the Brotherhood of Locomotive Engineers and Trainmen or BLET, respectively.
3. Numerous agreements and understandings pertaining to the rates of pay, rules, or working conditions of Passenger Engineers have been integrated into this codified agreement as a result of this codification process, while others have been fulfilled or superseded during the bargaining history of the parties. The parties agree that such agreements and understandings, which are enumerated and identified in Appendix "Z" hereto, are deemed to be archived effective with the completion of the codification process; however, they remain available to the parties for use as source documents as specified above.

## **RULE 1 – SCOPE AND DEFINITIONS**

- a. This Agreement will apply to the work or service of transporting passengers performed by the employees specified herein and governs the rates of pay, hours of service, and working conditions of all such employees engaged in the operation of engines and any other motive power used in performing the work or services provided by Passenger Engineers and all other work generally recognized as the work of Passenger Engineers performed on main lines or branch lines, or within yard facilities, or in road, local, or yard service.

It is understood that the duties and responsibilities of Passenger Engineers will not be assigned to others. If a new type of locomotive or motive power is placed in service, Passenger Engineers will be instructed in the operation of the new type of locomotive power and used to operate it.

- b. A Second Passenger Engineer will be required on all off-Corridor trains operating over six (6) hours from the departure at the initial station of the assignment to the arrival at the final station of the assignment. If a train scheduled to operate in less than six (6) hours from the departure at the initial station of the assignment to the arrival at the final station of the assignment requires more than six (6) hours for the trip on ten (10) or more occasions during any fifteen (15) consecutive trips, a Second Passenger Engineer will be required on said train until the operating time is reduced to less than six (6) hours on ten (10) or more occasions during any fifteen (15) consecutive trips. <sup>1</sup>
- c. Assignments involving trains scheduled to operate more than four (4) hours, but less than six (6) hours, as calculated in accordance with paragraph (b) above, shall not be structured to exceed ten (10) hours total time on duty without a Second Passenger Engineer being assigned, unless otherwise agreed upon by the highest officer designated by the Carrier and the General Chairman of the Organization. <sup>2</sup>
- d. The National Railroad Passenger Corporation (hereinafter the “Corporation”) recognizes the General Committee of Adjustment of the Brotherhood of Locomotive Engineers, the Chairman of which is signatory hereto as bargaining representative of all Passenger Engineers employed by the Corporation.
- e. “Duly accredited representative” means the General Chairman of the Brotherhood of Locomotive Engineers having jurisdiction or any elected officer of the Brotherhood of Locomotive Engineers designated by the General Chairman.
- f. “Crew Base” means the territory encompassed within a radius of thirty (30) miles measured from the principal Amtrak station or facility as designated by the Corporation for each crew base.



**Note:** “Crew Base” as expressed in Commuter Rail Operations (PCS, Northern San Diego, VRE, LACTC) is a territory within a radius of fifty (50) miles measured from a principal station.

- g.
  - 1. Assignments involving trains in turnaround service off-corridor which are scheduled to operate in segments of less than four hours will not require a second engineer. Passenger Engineers in such service may be utilized consistent with the Hours of Service Law.<sup>3</sup>
  - 2. Assignments involving trains in turnaround or straightaway service off-corridor which are scheduled to operate with a segment that exceeds four hours may operate engineer only as long as the engineer’s total time on-duty from sign-up to release does not exceed ten hours, pursuant to paragraph (c) of this rule.<sup>4</sup>
- h. Amtrak may not contract out work normally performed by an employee in a bargaining unit covered by a contract between a labor organization and Amtrak or a rail carrier that provided intercity rail passenger transportation on October 30, 1970, if contracting out results in a layoff of an employee in the bargaining unit.<sup>5</sup>

#### **Q & A’s – RULE 1 – SCOPE AND DEFINITIONS**<sup>6</sup>

- Q1. In the application of paragraph (b), how are excursion trains that operate off the Amtrak route system to be staffed?
- A1. Excursion trains that operate off the Amtrak route system will be staffed by one (1) Amtrak Passenger Engineer while operating off the Amtrak system.
- Q2. In the application of paragraph (b), if scheduled track maintenance or a similar condition affords advance knowledge that a train scheduled to operate in less than six (6) hours from the departure at the initial station of the assignment to the arrival at the final station of the assignment will require more than six (6) hours for the trip on ten (10) or more occasions during a period of fifteen (15) consecutive trips, how will the crew size be adjusted?
- A2. When it is known in advance that the running time of a train will increase from less than six (6) hours to more than six (6) hours as computed above, for any reason, a Second Passenger Engineer will be assigned to said train until the running time is reduced to less than six (6) hours.”

#### **RULE 2 – CLASSIFICATIONS AND BASIS OF PAY**

- a. The rate of pay for Passenger Engineers effective January 1, 2000, is \$26.65 an hour.
- b. Passenger Engineers will be paid for each trip or tour of duty at the straight-time rate for the first eight hours between the time they are required to report for duty until the time they are

released on completion of service, and at the time and one-half rate for all time in excess of eight hours. Passenger Engineers paid 40 straight-time hours in a work week will be paid at the time and one-half rate for all additional time paid for in the work week. The term “work week” for regularly assigned Passenger Engineers will mean a week beginning on the first day on which the assignment is bulletined to work, and for Passenger Engineers assigned to an extra board will mean a period of seven consecutive days, starting with Thursday.

**Note:** The “work week” for Passenger Engineers on the extra board and the “weekly period” for extra board guarantee purposes is a period of seven consecutive days, starting with Thursday.<sup>7</sup>

**Note:** In off-corridor, in lieu of the provisions of Rule 2, paragraph (b), of the October 26, 1982, Agreement, the following will apply:

Passenger Engineers will be paid for each trip or tour of duty at the straight time rate for the first eight hours between the time they are required to report for duty until they are released on completion of service, and at the time and one-half rate for all time in excess of eight hours. Passenger Engineers paid 40 straight-time hours for service performed in yard and work train service in a work week will be paid at the time and one-half rate for all additional such service performed in the work week. The term “work week” for regularly assigned Passenger Engineers will mean a week beginning on the first day on which the assignment is bulletined to work, and the Passenger Engineers assigned to an extra board will mean a period of seven consecutive days, starting with Wednesday.<sup>8</sup>

- c. Except as provided in Rule 13, regularly assigned Passenger Engineers and Passenger Engineers assigned to an extra board will be paid a minimum of eight hours for each tour of duty.
- d. When pilots are required for engine service, they will come from the ranks of Passenger Engineers and will be paid the Passenger Engineer’s rate of pay.
- e.
  - 1. Except as provided in Rule 14, Passenger Engineers in the Northeast Corridor service held at other than their home crew base will be paid for the actual time so held for the first eight hours in any 24-hour period.
  - 2. Except as provided in Rule 14, Passenger Engineers in off-corridor service held at other than their home crew base will be paid for the actual time so held after the expiration of 12 hours, with a maximum of 8 hours in any 24-hour period.<sup>9</sup>
- f. Effective August 3, 1992, Passenger engineers shall be paid at ninety percent (90%) of the applicable hourly rate of pay for any yard assignment they work during their first two (2) years of service.<sup>10</sup>

- g. The passenger engineer rules agreement dated October 26, 1982, as amended by the December 23, 1985 Memorandum of Understanding, will be applied to the Auto Train service.<sup>11</sup>

### **Q & A's – RULE 2 – CLASSIFICATION AND BASIS OF PAY**

- Q1. A Passenger Engineer arrives late at turning point and misses the return leg of his assignment. What compensation will he be entitled to?
- A1. He may be instructed to deadhead combined with service or he may perform service to his Crew Base with not less than the earnings of his assignment. **Agreed: 6/23/83**
- Q2. Under this rule Passenger Engineers are entitled to the overtime rate for all time in excess of 40 straight time hours in a work week. However, in service between Philadelphia, and Harrisburg, assignments are advertised to operate six (6) days every other week. Will this require payment at overtime or does the guarantee waive such payment?
- A2. The guarantee provided for the Harrisburg to Philadelphia service is a special arrangement which is not subject to the overtime after 40 hours provision of Rule 2. The first eight hours worked on a sixth day which is scheduled for purposes of the Harrisburg/Philadelphia guarantee is to be paid at the pro rata rate. Any time worked in excess of eight hours on such day would be paid for at a rate of time and one-half. **Agreed: 3/22/83**
- Q3. A Passenger Engineer assigned to a New York-Philadelphia Road Passenger run, with a three hour layover at the Philadelphia Crew Base is used to perform service during the three hour layover. Is the Passenger Engineer entitled to any additional compensation?
- A3. No; however, Letter No. 3 would apply. **Agreed: 4/6/83**
- Q4. What will a Passenger Engineer be paid if, by virtue of performing work during his layover period, he misses the return leg of his assignment?
- A4. Time will be computed from time he reported to duty at his home Crew Base until the time relieved at his home Crew Base, with not less than the earnings of his regular assignment. **Agreed: 4/6/83**
- Q5. If a Passenger Engineer is called off the New York Extra Board for service to Washington, DC, deadhead combined with service, may he be required to perform service back from Washington?
- A5. Yes. **Agreed: 4/6/83**
- Q6. A Passenger Engineer's assignment operates a total time on duty for four (4) hours per day, five days a week. If such Passenger Engineer performs service on the sixth and seventh day of his work week, is he entitled to be paid time and one-half for each day with a minimum of eight hours time and one-half? (BLE 3/22/83)
- A6. Yes **Agreed: 3/22/83**

- Q7. What is meant by “ninety percent (90%) of the applicable hourly rate of pay” in the application of this article?
- A7. Work performed in yard service shall be paid at ninety percent (90%) of the passenger engineer’s then applicable rate under the rate progression provisions of the agreement.  
**Agreed 8/3/92 (pursuant to Public Law 102-306)**
- Q8. How is the first two (2) years of service defined? Do employees receive credit for prior Amtrak service or engine service with other rail corporations toward the two (2) year period?
- A8. The two (2) years of service is the first twenty-four (24) months after an employee enters engine service with Amtrak. There is no credit for prior service under this agreement.  
**Agreed 8/3/92 (pursuant to Public Law 102-306)**

### **RULE 3 – SENIORITY**

- a. Effective January 1, 1983: <sup>12</sup>
1. Passenger Engineers will have Northeast Corridor (NEC) seniority divided into two (2) prior right working zones. NEC Working Zone 1 is the territory between Boston, MA, and New York, NY (exclusive), including Springfield, MA. NEC Working Zone 2 is the territory between New York, NY (inclusive), and Washington, D.C. (exclusive), including Harrisburg, PA.
  2. The seniority ranking in the Northeast Corridor (NEC) Region for Passenger Engineers with Conrail engine service seniority as of January 1, 1983, will be in accordance with the Order Selection List established pursuant to the Agreement made in accordance with Section 1165 of the Northeast Rail Service Act of 1981. Employees on the Order Selection List who possess seniority on Conrail Seniority District F – Northeastern will have prior rights to assignments in NEC Working Zone 1. Employees on the Order Selection List, who possess seniority on Conrail Seniority District G – Southeastern, will have prior rights to assignments in NEC Working Zone 2.
- b. Effective December 23, 1985: <sup>13</sup>
1. Upon assumption of service, Amtrak intends to establish the following working zones:
 

Working Zone 3	New York City, exclusive, to Albany to Cleveland, Niagara Falls, Montreal, and Boston, exclusive, and Springfield to St. Albans.
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Working Zone 4	Chicago, inclusive to Pittsburgh, Fort Wayne, Indianapolis, Cincinnati, Battle Creek, Port Huron, Grand Rapids, Detroit, Toledo, Cleveland and Harrisburg to Pittsburgh. <sup>14</sup>
Working Zone 5	Washington, D.C., exclusive, Pittsburgh, Salisbury, Hamlet, Savannah, Florence, Newport News, and Charlottesville.
Working Zone 6	Savannah, Jacksonville, Tampa, Miami, and Hamlet.
Working Zone 7	Chicago, exclusive, Minot, St. Paul-Minneapolis and Milwaukee.
Working Zone 8	Chicago, exclusive, Champaign-Urbana, Memphis, La Junta, Lincoln, and Kansas City.
Working Zone 9	Memphis, Salisbury, Atlanta, New Orleans, and El Paso.
Working Zone 9A	St. Louis, MO, exclusive to San Antonio, TX. Houston, TX exclusive to Sanderson, TX, and Ft. Worth to Oklahoma City.
Working Zone 10	Portland, Seattle, Spokane, Shelby, Minot, Nampa, and Klamath Falls.
Working Zone 11	Nampa, Lincoln, La Junta, Las Vegas, Sparks, Salt Lake City, and Denver.
Working Zone 12	San Diego, Los Angeles, Oakland, Klamath Falls, Sparks, Las Vegas, El Paso, La Junta, Albuquerque, and Phoenix.
Working Zone 12A	Los Angeles, CA, to Sanderson, TX. <sup>15</sup>

2. Amtrak will offer employment to qualified Engineers holding seniority rights within the craft of locomotive engineers of each involved railroad as of December 1, 1985. Applicants for Passenger Engineer positions will be selected in accordance with the selection order list supplied by the Brotherhood of Locomotive Engineers in order to establish the initial primary or prior right zone roster.
3. Successful applicants for Passenger Engineer positions will be placed on an Off-Corridor Seniority Roster based on the equity allocation determined in accordance with subparagraph 2, above.
4. Composite date of hire seniority date for engineers presently in zone of contributing agency carriers, shall be established for all twelve (12) working zones in relative

seniority standing with final result, one national seniority roster of engine service personnel.

c. Effective June 2, 1988: <sup>16</sup>

1. Passenger Engineers in Work Zones 1 and 2 will be placed on the Amtrak Passenger Engineer national seniority roster in accordance with paragraph (b)(4) above, and Work Zones 1 and 2 will be added to the existing work zones covered by the national seniority roster.
2.
  - A. The Work Zone 1 and 2 Passenger Engineers granted seniority in accordance with subparagraph 1, above, will only be able to utilize such in accordance with paragraph (h) of this Rule while they are in active service as a Passenger Engineer with Amtrak.
  - B. Work Zone 1 and 2 Passenger Engineers voluntarily exercising their seniority to Conrail pursuant to the Section 1165 Agreement will forfeit their seniority granted in subparagraph 1, above; furloughed Passenger Engineers in active service with Conrail pursuant to the Section 1165 Agreement must accept recall or forfeit seniority on the national seniority roster.
  - C. All new employees, including employees transferring to Amtrak pursuant to the Section 1165 Agreement, will receive seniority on the national seniority roster based on the date they report to the medical examiner in accordance with subparagraph (g)(1) below or, in the case of Section 1165 Agreement transferees, on the flow date on which they transferred to Amtrak. This provision will also apply to former Amtrak employees who forfeited their national seniority rights pursuant to subparagraph (2)(b), above.
3. The Passenger Engineers on the Northeast Corridor roster on June 2, 1988, and Passenger Engineers flowing to Amtrak pursuant to the Section 1165 Agreement will have prior rights to the Northeast Corridor service and their respective work zones.

d. Effective November 4, 1992, Auto Train work zone A and B engine service employees will be placed on the bottom of the work zone 5 and 6 passenger engineer roster, respectively, but will retain prior rights to regular assignments in the Auto Train service in their respective work zones. As long as the Auto Train terminates at Sanford, Florida, and Amtrak maintains an extra list at that location, existing Auto Train employees will not be required to exercise seniority to Jacksonville, Florida, in the event they are unable to hold an assignment in engine service at Sanford. <sup>17</sup>

e. 1. Newly designated Assistant Passenger Engineers hired on or before May 29, 1992, will be placed on the Amtrak Passenger Engineer national seniority roster with a seniority date of May 29, 1992. All newly designated Assistant Passenger Engineers

will retain, for purposes of exercising seniority, the same relationship to each other as they had prior to the date of this agreement. All engine service employees, including individuals in engine service application pools, hired after May 29, 1992, will be placed on the Amtrak Passenger Engineer national seniority roster.<sup>18</sup>

**Note:** Five (5) employees hired between May 29 and August 3, 1992, also are carried on the former National Firemen's Roster for bulletin and assignment purposes.<sup>19</sup>

2. Employees who were formerly passenger firemen will have prior rights to assistant passenger engineer assignments in the crew base to which they were assigned as of August 3, 1992.<sup>20</sup>
- f. Effective as a result of the assumption from CSX Transportation of the operation of Trains 50/51 between Washington, D.C. and Cincinnati, Ohio, employees of CSXT accepting employment with Amtrak will have seniority over all other Amtrak engine service employees to regular and/or extra assignments covering work in the service assumed. Successful applicants for positions will be placed on the National Seniority Roster based on the date that this service is assumed and ranked in accordance with their seniority standing with CSXT in regard to the service assumed. The service covered by this Agreement is included in Work Zone 5 of the Off-Corridor Service and will be covered by the October 26, 1982 Agreement, as amended.<sup>21</sup>
- g.
  1. Passenger Engineers, without prior rights as defined in paragraphs "a", "b", "c", "d" or "f" of this Rule, who enter service in a classification covered by these work rules will establish seniority as of the time and date they first report to the medical examiner. When two or more Passenger Engineers without prior rights start at the same time on the same day, they will be ranked in alphabetical order according to their last names. The ranking of all employees covered by this paragraph "g1" will follow the ranking of all employees covered by paragraphs "a", "b", "c", "d" or "f".
  2. Employees who are qualified locomotive engineers who transfer to or are hired for positions as Passenger Engineer, will establish seniority as of the date their transfer or application is approved. Where two or more employees are approved on the same date, they will be ranked based on their earliest retained seniority date at Amtrak. Employees without prior service at Amtrak will be ranked based on the date and time they report to the medical examiner.
  3. Employees who are not qualified locomotive engineers who transfer to or are hired for positions as Passenger Engineer, will establish seniority as of the date they successfully complete the classroom phase of the training program. However, it is understood that a trainee will not be permitted to exercise seniority or work as a Passenger Engineer until successful completion of the entire training program, at which time the employee will be considered a qualified locomotive engineer. Where

two or more employees are certified on the same date, they will be ranked based on their earliest retained seniority date at Amtrak. Employees without prior service at Amtrak will be ranked based on the date and time they report to the medical examiner. <sup>22</sup>

4. It is understood that all participants in the class who successfully complete the program will be afforded the same seniority date on the Passenger Engineer seniority roster and will be ranked as set forth above. <sup>23</sup>
5. The completion of the classroom phase of training is the completion of the present seven (7) weeks of training common to all student engineers. Additional training requirements specific to a territory, such as AMT-2 or NORAC Rules on-corridor or the General Code off-corridor, whether provided or not provided by Amtrak's training department, are of no consequence in the establishment of seniority. <sup>24</sup>
- h. Passenger Engineers may voluntarily exercise their seniority to another working zone only to fill a bona fide vacancy or if subject to being furloughed in his current working zone. A prior right Passenger Engineer unable to hold an assignment at his crew base may exercise his seniority to another zone at the same location, or one nearest thereto, prior to exercise of seniority in his own working zone, or before being required to exercise his seniority to another job at another location within his work zone. This right can be exercised only if the job is unclaimed by a prior right Passenger Engineer from the zone or such job is filled by a junior employee. A bona fide vacancy is a vacancy for which no bids are received from any Passenger Engineer with a prior right to that working zone. <sup>25</sup>
- i. Employees who were formerly Passenger Firemen will have prior rights to the awarding of second engineer assignments in the crew base to which they were assigned as of August 3, 1992. <sup>26</sup>

### **Q & A's – RULE 3 – SENIORITY**

- Q1. May a Passenger Engineer working in Northeast Corridor Zone 1 bid for and be awarded an advertised position in NEC Zone 2?
- A1. Only if no Amtrak Passenger Engineer with prior rights to Work Zone 2 assignments bids on such assignment. **Agreed: 6/23/83**
- Q2. How far must a Passenger Engineer exercise his seniority under Rule 3 before he will be allowed to take furlough or be considered deprived of employment under Article V.A.1. of the Section 1165 Agreement?
- A2. (a) A Passenger Engineer is required to exercise his NEC seniority to any position within the Work Zone in which found, except that a Passenger Engineer at the Washington Crew Base will not be required to exercise his seniority to the Harrisburg Crew Base or the New York Crew Base prior to being furloughed; the



same principle will apply to a Passenger Engineer at the Harrisburg Crew base with respect to the Washington and New York Crew Bases and a Passenger Engineer at the New York Crew Base with respect to the Harrisburg and Washington Crew Bases. A Passenger Engineer who is required under this Question and Answer to exercise his seniority to the Philadelphia Crew Base will not be required to exercise his seniority to any other Crew Base prior to being furloughed, except the Crew Base from which he exercised seniority.

- (b) A Passenger Engineer at the Boston Crew Base will not be required to exercise his seniority to the New York Crew Base prior to being furloughed; the same principle will apply to a Passenger Engineer at the New York Crew Base with respect to the Boston Crew Base. A Passenger Engineer who is required under this Question and Answer to exercise his seniority to the New Haven and/or Springfield Crew Bases will not be required to exercise his seniority to any other Crew Base prior to being furloughed, except the Crew Base from which he exercised seniority. **Agreed: 6/2/88**

- Q3. In the application of paragraph (e), can a Passenger Engineer be furloughed while a “junior” employee occupies a Second Passenger Engineer position?
- A3. If the “junior” employee has prior rights as a Second Passenger Engineer, a Passenger Engineer who does not possess prior rights to Second Passenger Engineer positions under this paragraph may properly be furloughed. **Agreed: NMB Case No. A-12290 pursuant to Public Law 102-306 August 3, 1992, and amended August 1, 1998.**
- Q4. Do Passenger Engineer have rights to Second Passenger Engineers assignments?
- A4. A Passenger Engineer without prior rights to Second Passenger Engineer assignments may only exercise seniority to a Second Passenger Engineer position not occupied by an employee with prior rights to such assignment. **Agreed: NMB Case No. A-12290 pursuant to Public Law 102-306 August 3, 1992, and amended August 1, 1998.**

#### **RULE 4 – SERVICE BETWEEN ZONES**

Assignments between any two or more working zones may be established. When such assignments are established, prior right Passenger Engineers of the zones over which such assignment or assignments operate will participate in such service on the basis which the ratio of mileage in each zone bears to the total mileage covered by such assignment or assignments, measured from the principal station of the originating crew base to the principal station of the terminating crew base.

## **Q & A – RULE 4 – SERVICE BETWEEN ZONES**

- Q1. In service within a work zone can an assignment be advertised which operates through a crew base in between the principal station of the originating crew base and the principal station of the terminating crew base? (BLE 3/22/83)
- A1. Yes. **Agreed: 6/23/83**

## **RULE 5 – SENIORITY ROSTER**

- a. A roster showing seniority dates, promotion dates, prior rights (if any), and seniority standing will be posted in a conspicuous place at all crew bases for the information of Passenger Engineers, with copies to the General Chairman.
- b. The roster will be revised and posted in January of each year and will be open to protest by the Passenger Engineer or his duly accredited representative for a period of 60 calendar days from date of posting. Protests on seniority dates will be confined to names added or changes made since posting the previous rosters.

Upon an employee's presentation of proof of error, such error will be corrected. Passenger Engineers who are off on leave of absence, vacation, sickness, disability, or suspension at the time the rosters are posted will be given 60 calendar days from the date of their return to duty in which to protest. If no protest is made during this time, their seniority dates will be deemed correct.

## **RULE 6 – BULLETINS AND ASSIGNMENTS**

- a.
  1. (Northeast Corridor) New assignments, assignments subject to readvertisement, extra board positions, and vacancies will be advertised every Wednesday. The advertising period will close 11:59 p.m. the following Saturday, and assignments will be made effective 12:01 a.m. the following Thursday.
  2. (Off Corridor) New assignments, assignments subject to readvertisement, extra board positions, and vacancies will be advertised every Wednesday. The advertising period will close 11:59 p.m. the following Saturday, and assignments will be made effective 12:01 a.m. the following Wednesday.
  3. For the purpose of schedule revisions, mandatories and/or dictates of service for new assignments, the effective date of the assignment under advertisement will be the date designated on the bulletin.<sup>27</sup>

**Note:** It is understood that the advertising and award period is based on the extra board work week and payroll period in the respective services, as well as the

program requirements of the automated system. In the event of a change in any of these variables, the carrier shall notify the organization at least ten (10) days in advance of any change which may be necessary in the bid and award process.

- b. Vacancies caused by sickness, temporary disability, suspension or leave of absence, when it is known that the Passenger Engineer will be off for a period of thirty (30) or more days, or when such Passenger Engineer will have been off duty for a period of thirty (30) days, will be advertised in accordance with paragraph (a) of this Rule.
- c. For regular assigned service, the advertisement bulletin will show the crew base; reporting and relieving point; turnaround or layover point; days on which the assignment is scheduled to work; assigned reporting time; and train or crew numbers.

**Note:** Unless otherwise agreed to by the duly accredited representative and the Director – Labor Relations, the reporting and the relieving point for any assignment will be the same point.

- d. A Passenger Engineer who bids for and is awarded another assignment will not be permitted to bid for his former position until it has been filled and again advertised, unless the position has been materially changed. He will be permitted to exercise his seniority to his former assignment if he is displaced from the position to which he bid.
- e. A Passenger Engineer who is occupying a regular assignment which is readvertised in accordance with the provisions of this Rule may elect to exercise his seniority to another assignment within forty-eight (48) hours after the effective date and time of the change causing the readvertisement. A Passenger Engineer who elects to remain on the assignment must bid for it if he desires to remain after the advertisement is closed and the assignment has been made. If he does not bid for it, and he is not assigned to any other job as the result of that advertisement, he will immediately leave the assignment he has been holding, and will be allowed five (5) days in which to exercise his seniority and may select any job held by a junior man, except the job he has been occupying and on which he did not bid.

**Note:** Effective March 9, 1989, engineers who are entitled to exercise their seniority rights to displace junior employees will be permitted to select a vacant assignment which is under advertisement. Employees who exercise displacement rights to assignments subject to or being advertised shall be considered automatic bidders for such assignments. An employee who exercises seniority to a vacancy who is not fully qualified on such assignment will not be permitted to occupy such assignment until fully qualified. In the event a senior employee is awarded the assignment after the advertisement is closed, the junior employee who picked the vacancy will be required to exercise his seniority to another assignment within twenty-four (24) hours after the effective date and time of the award.

- f. A Passenger Engineer returning to duty after being absent less than thirty (30) days by reason of sickness, temporary disability, suspension or leave of absence, will be permitted to exercise his seniority on an assignment advertised and filled during his absence, provided he exercises such right before he performs any service. A Passenger Engineer absent because of a reason listed in this paragraph for a period of thirty (30) days or more, upon his return to duty, may exercise his seniority on any assignment.

A Passenger Engineer returning to duty after being absent by reason of vacation will be permitted to exercise his seniority on an assignment advertised and filled in his absence, provided he exercises such right before he performs any service.<sup>28</sup>

- g. Regular assignments will be readvertised when any of the following permanent changes are made in such assignments:
1. changing the crew base, layover, or turnaround point;
  2. changing advertised starting time at the crew base or arrival time at the end of the assignment, one (1) hour or more;
  3. changing the assigned rest days.
- h. Assignments will be made to employees in seniority order from bids submitted through an automated system prior to the close of an advertisement period. Employees will be given a receipt number for bids submitted through such automated system.<sup>29</sup> Employees possessing prior rights to Assistant Passenger Engineer positions under Article V, Section D of the Agreement made in settlement of NMB Case No. A-12290, will have prior rights to regularly assigned Second Passenger Engineer positions to the same extent they had prior rights to Assistant Passenger Engineer positions. Any such employee who is unable to hold a position as a Passenger Engineer within a 130-mile radius of his/her crew base as the result of the implementation of Rule 1(b) shall be retained on the Passenger Engineer extra board.<sup>30</sup> Second Passenger Engineer assignments will be awarded in the order and manner specified in Appendix "C".
- i. When no bids are received for a regular or extra board assignment, such will be so designated on the award; the senior Passenger Engineer in the work zone who, within seven (7) calendar days of such award makes written application to be qualified and assigned, will be assigned the position and instructed to qualify in accordance with Rule 16(c). Such Passenger Engineer may not voluntarily exercise his seniority to another position for a period of six (6) months from the date fully qualified to work the assignment, unless entitled to a displacement right pursuant to Rule 8, or is the successful applicant for a position in the same geographic service. In the event the employee's assignment is readvertised incident to the change of time, he will be required to bid on such assignment or on an assignment in the same geographic service as his first choice. If no written application for voluntary assignment is received for a regular assignment, the assignment will be filled by the junior Passenger Engineer on the extra board at the same crew base as the assignment that failed for bid.<sup>31</sup>

**Note:** Rule 6, paragraph (j), references the force assignment of the junior Passenger Engineer and not any other Passenger Engineer utilizing the newly amended language.

- j. When an assignment that failed for bid is filled in accordance with paragraph (i), the Passenger Engineer assigned will remain on the assignment until a junior Passenger Engineer becomes available at the crew base. The senior Passenger Engineer who is force assigned in accordance with paragraph (i) will be promptly notified and have twenty-four (24) hours after notification to elect to vacate the assignment and exercise his seniority. If the assignment is vacated, the junior Passenger Engineer will be assigned to the vacated Passenger Engineer assignment. If the senior Passenger Engineer who was force assigned in accordance with paragraph (i) elects to remain on his assignment, the next junior Passenger Engineer who was force assigned will be permitted to vacate his assignment and exercise his seniority as outlined herein. A Passenger Engineer who is force assigned will be permitted to bid for any Passenger Engineer assignment.
- k. When an extra board is to be increased, the required number of Passenger Engineers may be added to the board during the advertisement and assignment period with the understanding that they are bidders for the board.
- l. When regular runs are rearranged, the local representative of the Corporation and the duly accredited representative(s) having jurisdiction will arrange to meet for the purpose of grouping such runs consistent with seniority, with the understanding that the Corporation reserves the right to place a schedule in effect to protect the service when no agreement is reached.<sup>32</sup>
- m. Amtrak will have the right to eliminate the two (2) remaining blankable fireman positions, provided, however, that the former firemen who could have occupied such blankable positions shall have the limited right to fill these positions if they cannot occupy any engineer or assistant engineer position in their respective work zones.<sup>33</sup>
- n. In lieu of advertising all positions twice a year (with the exception at this time of Work Zones 1 and 2), Passenger Engineers will have the opportunity to exercise an optional displacement twice a year. Passenger Engineers in each work zone may elect to exercise an optional displacement to an assignment held by a junior employee or to an assignment that is subject to or being advertised for bid in their current or prior right work zone. The application for an optional displacement must be submitted in writing by 12:00 Noon on the first Monday in the months of February and August, to be effective at 12:01 A.M. on the third Wednesday thereafter.

Except as noted below, employees displaced as a result of this optional displacement shall be notified as soon as possible and shall have twenty-four (24) hours from the time notified to exercise seniority over a junior employee or to an assignment subject to or being advertised for bid, until the advertisement is closed. All employees exercising displacement

right to another assignment as a result of this Agreement who are not fully qualified on such assignments will not be permitted to occupy such assignment until fully qualified. Additionally, the incumbents of such assignments will not be considered displaced until the displacing employee fulfill such qualifying requirements.

Employees who exercise seniority to assignments subject to or being advertised shall be considered an automatic bidder for such assignment. An employee who exercises seniority to a vacancy as a result of this Agreement who is not fully qualified on such assignment will not be permitted to occupy such assignment until fully qualified. Further, it is understood that a Passenger Engineer that is displaced as the result of a senior employee exercising under the optional will have twenty-four (24) hours from the date displaced to exercise their displacement right. Should a senior employee be awarded the assignment after the advertisement is closed, the junior employee who exercised to the vacancy will be required to exercise his seniority to another assignment within twenty-four (24) hours after the effective date and time of the award. In any event, should the Passenger Engineer fail to exercise displacement within twenty-four (24) hours, they will be placed on the extra board at the crew base in which they were displaced.<sup>34</sup>

Employees moving between extra board and regular positions, and vice versa, will be guaranteed a minimum of forty (40) hours pay providing they remain available for service during the payroll period in which those awards are effective.<sup>35</sup>

- o. Combination Passenger Engineer and Second Passenger Engineer assignments may be established by agreement between the Division Manager – Labor Relations and the Local Chairman, subject to the approval of the Director – Labor Relations and the General Chairman.<sup>36</sup>

### **Q & A's – RULE 6 – BULLETINS AND ASSIGNMENTS**

- Q1. Will a Passenger Engineer be permitted to remain on a job he bid from if the job he bid for does not commence work during the following forty-eight (48) hours, (rest days), and the assignment he is bidding from has not yet been under advertisement?
- A1. Yes. In order to avoid any loss of time due to changing assignment, a Passenger Engineer bidding from a regular assignment that is not under advertisement may remain on the assignment he has bid from for a period not to exceed forty-eight (48) hours from the time the assignment becomes effective. **Agreed: 6/23/83**
- Q2. A Passenger Engineer's assignment is readvertised. He does not bid for this assignment or any other assignment, and chooses to remain on the assignment while it is under advertisement. What happens to this Passenger Engineer when the advertisement is closed and the assignment has been made?

- A2. He must vacate the assignment on the effective date of the award and will have five (5) days to exercise his seniority to any position other than the assignment he is holding. **Agreed: 6/23/83**
- Q3. How do we define permanent changes in a regular assignment? For example: track work for a week, month, or year.
- A3. When it is known that it is a change of thirty (30) days or more. **Agreed: 6/23/83**
- Q4. In the application of Rule 6, paragraph (i) who is considered as the junior Passenger Engineer working at the same Crew Base?
- A4. Junior Passenger Engineer on the Crew Base Extra Board at the location where the assignment failed for bid. **Agreed: 4/6/83**
- Q5. When a junior Passenger Engineer becomes available at the crew base, releasing a senior man who was force assigned, and is force assigned in his place, does he have the right to be released if another junior man marks up?
- A5. Yes. **Agreed: 6/23/83**
- Q6. If the junior Passenger Engineer on an extra board is force assigned to an assignment that failed for bid under the provision of Rule 6, paragraph (i), will his weekly extra board guarantee be prorated?
- A6. If the Passenger Engineer was available for service during that portion of the weekly period he was on the extra board and works all the hours of his regular assignment for the remainder of the extra board weekly period, he will be allowed the difference between what he actually earns in the weekly period and the money equivalent of forty (40) straight time hours. **Agreed: 6/23/83**
- Q7. A Passenger Engineer assigned to an extra board at Crew Base A is cut from the extra board and immediately exercises his seniority to an extra board at Crew Base B and is available for service during the entire weekly period. Would such Passenger Engineer be entitled to the weekly guarantee provided in Rule 9?
- A7. Yes. **Agreed: 6/23/83**
- Q8. When a Passenger Engineer exercises displacement rights to an assignment for which he does not meet all qualifications, will the incumbent Passenger Engineer be considered immediately displaced?
- A8. No; the incumbent Passenger Engineer will not be considered displaced until the displacing Passenger Engineer meets all the qualifications required of the assignment and physically displaces the incumbent. **Agreed: 8/2/83**

## **RULE 7 – REDUCING AND INCREASING FORCES**

- a. In reducing forces, seniority will govern. Passenger Engineers affected by a reduction of force or abolishment of positions will be given five calendar days' advance notice. A copy of such notice will be posted on bulletin boards, with a copy to the duly accredited representative.

Passenger Engineers whose positions are abolished may exercise their seniority rights to displace junior Passenger Engineers within five calendar days after the date of notification of abolishment. Passenger Engineers displaced may exercise their seniority in the same manner within five calendar days after the date of notification of displacement. Passenger Engineers who are able to but fail to exercise their displacement rights within the prescribed time limit will revert to the extra board. Passenger Engineers not possessing sufficient seniority to displace any Passenger Engineers will be placed in furlough status.

Passenger Engineers exercising displacement rights under this Rule must meet all the qualifications required of the assignment to which they displace before being permitted to work.

**Note:** Off-Corridor employees would not be required to exercise their seniority throughout their entire work zone. Taking into account geographical distance and frequency of passenger train service, it has been determined that Passenger Engineers will only be required to exercise their seniority to the following assignment: assignments at their Crew Base; assignments protected by the extra board at their Crew Base, i.e., outlying points; and assignments of other Crew Bases within 130 miles of the employees home Crew Base but only if necessitated by service requirements.<sup>37</sup>

- b. Passenger Engineers will promptly notify the Corporation in writing, by certified mail, return receipt requested, of any change of name or address, and provide a copy to the duly accredited representative.
- c. When forces are increased or vacancies occur, furloughed Passenger Engineers will be notified by certified mail or telegram, sent to the last address given, with a copy provided to the duly accredited representative, and will be recalled to service in seniority order.
- d. Furloughed Passenger Engineers who fail to return to service within 15 calendar days after being notified in accordance with paragraph "c" of this Rule will be considered as having resigned, unless they present sufficient proof that circumstances beyond their control prevented their return.<sup>38</sup>
- e. Engine service employees who elect to take home terminal furlough will be permitted to bid on positions at other locations. In the event such employee is a successful bidder, he will no longer be considered as being on a home terminal furlough coincident with the effective date of the assignment.<sup>39</sup>



### **Q & A's – RULE 7 – REDUCING AND INCREASING FORCES**

- Q1. If a Passenger Engineer, who is notified that his position is abolished, fails to exercise his displacement rights, will this be considered a displacement onto the extra board so that one employee will be cut off the board for each one added through failure to exercise seniority?
- A1. The Engineer will revert to the Extra Board and the Extra Board may be immediately adjusted. **Agreed: 6/23/83**
- Q2. At Crew Base "A" the Passenger Engineer's Extra Board is cut by one man. What happens to the employee cut from the Board who fails to exercise seniority within five days?
- A2. An employee cut from an Extra Board must exercise seniority within five days. If he is able to but fails to do so, he may only return to active service by bidding on advertised assignments. **Agreed: 6/23/83**
- Q3. Does Rule 7 require that five days advance notice be given if the number of positions on an Extra Board is to be reduced?
- A3. No. **Agreed: 6/23/83**
- Q4. Rule 7 allows a Passenger Engineer to exercise displacement within five days after the date of notification of abolishment of positions. What is considered the first day of this five day period?
- A4. The first full calendar day following the date of the notice. For example, notice is posted 3:00 pm on January 5, 1983, the five day period begins 12:01 am, January 6, 1983. **Agreed: 6/23/83**
- Q5. Will a man forfeit his NEC Seniority on Amtrak if he is recalled from furlough by Amtrak and Conrail does not release him? (BLE 3/22/83)
- A5. No. **Agreed: 3/22/83**

### **RULE 8 – ANNULMENT OF ASSIGNMENTS**

- a. When it is known that the assignment of a regular assigned Passenger Engineer, except the extra board, is to be annulled for one day or longer, the Passenger Engineer will be notified at least four hours in advance of reporting time.

When a regular assignment is annulled for more than one day, or when a regular assignment in other than revenue passenger service is annulled more than one day in a work week, or is annulled one day in each of two consecutive work weeks, not including holidays, an employee holding the assignment may elect to remain on it or exercise seniority to another assignment that has not been annulled.<sup>40</sup>

- b. Advance notice before annulling assignments is not required under emergency conditions such as flood, snow storm, hurricane, tornado, earthquake, fire, strike, or derailment,

provided that such conditions result in suspension of the Corporation's operation in whole or in part. Such emergency annulments will be confined solely to those work locations directly affected by any suspension of operation.

Passenger Engineers who are affected by an emergency annulment, and report for work without having been previously notified not to report, will receive two hours' pay at the applicable rate of their positions. If Passenger Engineers work any portion of the day, they will be paid in accordance with Rule 2. Upon termination of the emergency conditions and restoration of the service, all positions and incumbents thereof will be restored to the status prevailing prior to the emergency.

### **Q & A's – RULE 8 – ANNULMENT OF ASSIGNMENTS**

- Q1. Is there any penalty payment provided in Rule 8 if a Passenger Engineer is notified of an annulment in less than four hours but prior to reporting for duty?  
A1. No. **Agreed: 6/23/83**
- Q2. What payment, if any, will be made to a Passenger Engineer if he reports to his assignment without being notified of its annulment?  
A2. The Passenger Engineer will be allowed four hours under Rule 13 if no attempt was made to notify the Passenger Engineer at least four hours prior to the reporting time of the assignment. **Agreed: 6/23/83**
- Q3. If a Passenger Engineer's assignment is annulled, is he entitled to exercise displacement rights?  
A3. A Passenger Engineer whose regular assignment is annulled for more than one day will be entitled to exercise displacement rights. **Agreed: 3/22/83**
- Q4. A Passenger Engineer's assignment is annulled due to emergency conditions and he is not notified; however, when he reports he is informed of the annulment and is used on another assignment. What amount of payment will he receive?  
A4. The employee will be paid in accordance with Rule 2. **Agreed: 8/2/83**

### **RULE 9 – GUARANTEED EXTRA BOARD**

- a. 1. A Passenger Engineer assigned to an extra board who is available for service during an entire weekly period or who does not lay off or miss a call will be guaranteed a money equivalent of forty (40) straight-time hours each weekly period. The term "weekly period" means a period of seven (7) consecutive days, starting with Thursday for corridor service and Wednesday for off-corridor service. The Corporation will determine the location of and the number of Passenger Engineers assigned to an extra board.

**Note:** Sixty (60) days after the effective date of the Agreement signed August 20, 1992, in settlement of NMB Case No. A-12290, the Auto Train extra board at Lorton, Virginia, will be discontinued and Auto Train vacancies originating out of Lorton will be protected by the Work Zone 5 engine service extra board located in Washington, D.C. Amtrak will allocate a percentage of extra board positions to Auto Train employees and will guarantee that no existing Auto Train or Work Zone 5 employee will be furloughed as a direct result of this combination of extra boards. An employee called off the Work Zone 5 extra board will be paid at the rate of the position worked and under the terms of the agreement covering the service.<sup>41</sup>

Note: Certification Allowances paid in accordance with the provisions of this agreement shall not be used to offset any extra board guarantee payment required under Rule 9(a)(1).<sup>42</sup>

2. All extra board positions will be advertised with a specific relief day. Employees assigned to the extra board would submit a preference list which would remain on file until changed by the employee. Applications to change the relief day preference list must be received by 11:59 p.m. of the 20<sup>th</sup> day of each month. Each month, the preference bids will be reviewed and adjustments made as required, and relief days will be assigned in seniority order consistent with service requirements to be effective the first Wednesday (Off-Corridor) or the first Thursday (Corridor) of the following month. A notice will be posted by the 28<sup>th</sup> of each month indicating extra board employees' relief days.

Passenger engineers who fail to submit a timely written application or Passenger Engineers exercising seniority to the extra board after the deadline for written application will be assigned a relief day based on availability and the requirements of service. It will be the responsibility of a Passenger Engineer who is off duty to submit his preference request in a timely manner. An employee occupying an extra board position who has not submitted a preference bid will have the rest day to which assigned considered his first preference when adjustments are to be made. The employee will retain that rest day if his seniority permits. If that day is selected by a senior engineer, the carrier will assign the employee another available rest day.<sup>43</sup>

3. If an extra board employee is called for an assignment which runs over into his relief day, his relief day will be a twenty-four (24) hour period following the time he marks up from the assignment if service requirements so permit.<sup>44</sup>
4. If an extra board employee desires to forfeit their assigned relief day, they must inform the Crew Management Office no later than 9:00 p.m. on the day immediately preceding their assigned relief day that they will remain on the extra board.<sup>45</sup> Any employee forfeiting their assigned relief day will maintain their relative standing on

the extra board. This will also serve to clarify that an extra board assignment is not considered a regular job simply because the employee has an assigned relief day. <sup>46</sup>

5. Employees assigned to the extra board who mark-off because of a verified illness or in a personal emergency approved by their supervisor, shall have their extra board guarantee reduced on a pro rated basis of one-fifth for each day absent. <sup>47</sup>
- b. Except as provided in this paragraph, Passenger Engineers assigned to an extra board will be called first in, first out, as registered on the extra board. Passenger Engineers assigned to an extra board must be qualified to work any assignments which the extra board protects.

**Note:** See Appendix "H" for the Letter of Understanding dated August 8, 1995, and Questions and Answers thereto, pertaining to supplementation of extra boards in Jacksonville.

Vacancies of 5 or more days may be filled by the senior Passenger Engineer assigned to the extra board requesting such vacancy. A Passenger Engineer assigned to a vacancy under this paragraph will remain on the assignment for the duration of the vacancy. If such assignment results in a Passenger Engineer not being afforded his assigned rest day nor a rest day on the vacancy to which assigned, he shall be granted a rest day, consistent with the requirements of service, upon conclusion of the vacancy. Notwithstanding any other provision of this agreement, Passenger Engineers requesting to fill vacancies under this paragraph will be compensated at the straight time rate for the first eight hours worked on each day of such vacancy. <sup>48</sup>

- c. Passenger Engineers assigned to an extra board must register on the extra board immediately upon release from duty at the relieving point in the crew base.
- d. Passenger Engineers assigned to an extra board missing a call for an assignment for which they stand will be placed at the bottom of the extra board.

**Note:** Passenger Engineers assigned to the Chicago Zone 4 Engineers Extra Board missing a call for an assignment for which they stand, will be held off the board for twelve (12) hours from the time they were called. At the expiration of the 12-hour period, they shall be marked up automatically to the bottom of the extra board. <sup>49</sup>

- e. Passenger Engineers assigned to an extra board deadheading to their home crew base will not be marked up on the board until actual arrival at their relieving point in the home crew base.
- f. Passenger Engineers assigned to an extra board will be called as nearly as possible two (2) hours before the time required to report for service or deadhead. Where local conditions warrant, the duly accredited representative and the designated Labor Relations officer may

agree to a different calling time, subject to the approval of the General Chairman and the highest appeals officer of the Corporation.

- g. Passenger Engineers assigned to an extra board will not be called to fill vacancies unless they have sufficient rest to complete the assignment under the Hours of Service law.
- h. Passenger Engineers assigned to an extra board who are sent from their crew base to outlying points will not be required to remain there longer than one (1) week at a time. Deadhead pay will be allowed only to the first Passenger Engineer for the going trip and to the last Passenger Engineer for the returning trip.
- i. Passenger Engineers assigned to an extra board who are not called in their turn will be paid four (4) hours and will retain their place on the extra board.
- j. The Carrier will have the right to establish positions which will be combination regular/extra board assignments. Such positions will be advertised and awarded in accordance with Rule 6 with one rest day. The position will be guaranteed to money equivalent to forty (40) straight time hours per week.<sup>50</sup>

**Note:** A Passenger Engineer on a combination assignment will not be called for a vacancy or extra work if it will result in the Passenger Engineer not being available for his regular assignment. It is understood the provisions of Rule 6(l) will apply. This rule is not intended to result in the reduction of regular assignments.

- k. Extra board guarantees would not be broken during such a period of time that an employee is assigned to vacation status. It was further understood that all vacation monies earned during the weekly extra board period would be applied to compute the money equivalent of forty (40) straight-time hours for the purpose of determining extra board guarantee payments.

### **Q & A's – RULE 9 – GUARANTEED EXTRA BOARD**

- Q1. Is an extra employee entitled to deadhead pay and/or auto mileage allowance when covering assignments within the Crew Base?  
A1. No. **Agreed: 3/22/83**
- Q2. An extra Passenger Engineer is called to cover a one (1) day vacancy at an outlying point, i.e., a point outside the confines of the Crew Base. Where will such Passenger Engineer report for and be relieved from duty? (New 3/22/83)  
A2. The extra Passenger Engineer will report for duty at the principal station within the Crew Base and will be transported under pay to the outlying point. After completing service at the outlying point, the Passenger Engineer will be transported back to the principal station within the Crew Base where he will report off duty for pay purposes. **Agreed: 3/22/83**

- Q3. An extra employee on the Washington, DC, extra board is called to report for an assignment at Odenton (within the Crew Base). Where will such employee be relieved from duty? (New 3/22/83)
- A3. The extra employee will report for and be relieved from duty at the same point within the Crew Base, i.e., Odenton. **Agreed: 3/22/83**
- Q4. If an extra Passenger Engineer filling a vacancy at an outlying point marks off in the middle of his hold down, is the extra Passenger Engineer filling this vacancy entitled to deadhead compensation?
- A4. Deadhead pay is allowed only for the first and last day of the vacancy. **Agreed: 6/23/83**
- Q5. Will the extra board guarantee be pro-rated for a Passenger Engineer not completing a full week? (BLE 3/22/83)
- A5. No, except in those situations specifically provided in Rule 6, Q&A 6 and 7 and for a verified illness as provided in Rule 9(a). **Agreed: 8/2/83 and modified 8/1/98**
- Q6. Are payments such as, but not limited to, those provided in Rules 8(b) and 13(b) applied against the money equivalent of forty (40) straight time hours? (BLE 3/22/83)
- A6. Yes. **Agreed: 6/23/83**
- Q7. A Passenger Engineer is called to report at his home crew base. The job is a work extra to be run as follows: light engine North to Yard "A"-3 miles and switch cars. Then South to crew base; then light ten (10) miles East to siding "B" to pick up cars; then back to crew base; then North to yard "A" by his home crew base to yard "C" seventy (70) miles. Can you run a Passenger Engineer through his originating crew base? (BLE 3/22/83)
- A7. Yes. **Agreed: 8/2/83**
- Q8. A Passenger Engineer on an Extra Board refuses to accept a "soon as possible" call. Is such Engineer to be dropped to the bottom of the Extra Board and considered as having missed a call thereby breaking his guarantee? (BLE 3/22/83)
- A8. Yes. **Agreed: 6/23/83**
- Q9. A duly accredited representative regardless of craft as defined in Rule 1 of the Rules Agreement is assigned to an extra board and requests to mark off to attend a conference with the carrier or to represent another employee under this Agreement at an investigation. How will such action affect the duly accredited representative's status on the Extra Board?
- A9. The duly accredited representative will maintain his relative standing on the extra board. Such action will not be considered as unavailability under Rule 9(b); however, any earnings lost or any payments made in accordance with Rule 34 or under policy determination will be charged against the money equivalent of forty (40) straight-time hours for guarantee purposes. Payments made are not subject to the overtime provisions of Rule 2(b) since they are not payments for service performed. **Agreed: 6/2/88**

- Q10. What is the percentage of extra board positions that Amtrak will allocate to Auto Train employees on the Work Zone 5 engine service extra board at Washington, DC?
- A10. Based on the sixteen (16) regular passenger engineer and six (6) regular assistant passenger engineer positions at the Washington Crew Base in Zone 5; and the four (4) regular passenger engineer and three (3) regular assistant passenger engineer positions at Lorton in Auto Train service, 25% of the positions on the combined Washington engineer extra board shall be allocated to Auto Train employees under the Note to subparagraph (a)(1). **Agreed: NMB Case A-12290, pursuant to PL 102-306, 8/3/92**
- Q11. What constitutes a verified illness?
- A11. Any illness for which an employee provides evidence of medical care or other verification from a licensed physician or chiropractor. Examples of such care include a statement from the provider or a receipt for payment of medical services. **Agreed: NMB Case A-12290, pursuant to PL 102-306, 8/3/92**
- Q12. When must the evidence of medical care be provided?
- A12. The evidence should be provided to the employee's immediate supervisor on his or her first work day following the illness. **Agreed: NMB Case A-12290, pursuant to PL 102-306, 8/3/92**
- Q13. If an employee does not verify his or her illness, how shall the guarantee be affected?
- A13. The employee's guarantee will be broken for that week. **Agreed: NMB Case A-12290, pursuant to PL 102-306, 8/3/92**
- Q14. How will the phrase "shall have their extra board guarantee reduced on a pro rated basis of one-fifth for each day absent" be applied in computing extra board guarantee entitlement?
- A14. An employee shall have their extra board guarantee reduced on a pro rated basis of one-fifth for each day absent. (8/1/98) **Agreed: 8/1/98**
- Q15. If an employee is off due to a verified illness for more than one (1) day in the work week, how shall his guarantee be affected?
- A15. The employee shall have their extra board guarantee reduced on a pro rated basis of one-fifth for each day absent. (8/1/98) **Agreed: 8/1/98**

**Q & A 16-27 effective 6-11-01.** <sup>51</sup>

- Q16. What guidelines will be used in the application of the "hold down" rule specified in paragraph (b)?
- A16. The guidelines for the application of the Rule 9(b) "hold down" are as follows:
1. Requests to fill vacation and other vacancies will be accepted up to twenty-four (24) hours prior to the start of a vacancy. At that time, the senior applicant will be assigned the vacancy.

2. The senior applicant need not be called for another position after being notified of their assignment to the vacancy (within the 24 hour period), provided there is another employee available to fill the assignment at the straight time rate. If no other employee is available at straight time, the senior applicant will be used to fill the assignment and placed on the vacancy at the first opportunity thereafter.
  3. Vacancies that are not known in advance should be posted at each crew base as soon as there is confirmation that the vacancy will be 5 or more days. Such posting should show the date posted, the job symbol, and incumbent. Employees will be permitted to submit applications for such vacancy for 48 hours after posting. After the 48 hour period, the vacancy will be assigned to the senior applicant. If no applications are received during that period, the vacancy may be assigned to the first employee requesting such assignment after the 48 hour period.
  4. Employees who have been assigned to a vacancy under this article will only be assigned to a subsequent known vacancy if after completing the first hold down they are available to fill the second position on the first day of that vacancy.
- Q17. An Extra Board Passenger Engineer places a “hold down” on a three-week vacation vacancy. After working one week of that vacation vacancy, the engineer marks off sick. Upon marking up, is the engineer released from that “hold down” on the vacation assignment or must the engineer complete the entire duration of the vacation vacancy, the remaining two-week period?
- A17. The Extra Board Passenger Engineer remains on that “hold down” and must complete the entire three week duration of the vacation vacancy before being permitted to return to the extra board or placing a “hold down” on another vacancy subject to the provisions of Rule 9(b).
- Q18. An Extra Board Passenger Engineer places a “hold down” on a two-week vacation vacancy. After working four days of that assignment, the engineer marks off with permission for one day in order to make a road re-qualification trip. Upon marking up from the re-qualification trip, the engineer informs CNOC that he/she is placing a “hold down” on a different assignment. May the engineer place a “hold down” to a different assignment?
- A18. No. The engineer will remain on the original “hold down” until the entire two-week duration of that vacation vacancy is completed.
- Q19. An Extra Board Passenger Engineer places a “hold down” on a vacancy of five days. However, after working that assignment for two days, the engineer is instructed by the Carrier to attend a one day operating rules class. Upon completing the rules class, is the engineer required to work the remaining two days of the vacancy?
- A19. Yes. The vacancy would be covered from the protecting extra board on the day the engineer attends the rules class. However, the engineer will be required to complete the remaining two days of the vacancy.
- Q20. Does the timely posting of the vacation schedule constitute proper notification of assignments subject to the provisions of Rule 9(b), the “hold down” rule?



- A20. Yes, providing the vacation schedule is accurate and timely posted prior to the beginning of the vacancy.
- Q21. A Passenger Engineer marks off with CNOC advising he/she will be off for a fifteen day period to have some minor surgery. How is notification of that vacancy made known to the employees?
- A21. The Carrier will maintain a current list of temporary vacancies eligible for “hold down” at the appropriate crew dispatchers desk. The Service Manager at the affected crew base will notify the appropriate crew dispatcher of temporary vacancies eligible for “hold down” and simultaneously post such temporary vacancies at the crew base. After the forty-eight (48) hour notification period is fulfilled, the senior Extra Board Passenger Engineer making application to CNOC to “hold down” that assignment will be awarded the “hold down”.
- Q22. In the same scenario described above in Q20, the regular Passenger Engineer that marked off fails to mark up to his/her assignment as previously scheduled. Has the Extra Board Passenger Engineer working the “hold down” vacancy reverted to the extra board with the ability to place a “hold down” on another assignment subject to the provisions of Rule 9(b)?
- A22. Yes. Because the Extra Board Passenger Engineer has completed the entire duration of the “hold down” consistent with the manner in which it was advertised, the engineer has reverted to the extra board and may “hold down” another assignment.
- Q23. A Local Chairman is working a five week vacation “hold down” that has been properly awarded. After working the assignment for two weeks, the Local Chairman marks off for six days in order to attend to Union business. Is the Local Chairman required to return to the vacation “hold down” after completing the Union business?
- A23. Yes.
- Q24. In the scenario described above, is a second “hold down” permissible on the five week vacation vacancy under Rule 9(b)?
- A24. No. Only one (1) Extra Board Passenger Engineer will be allowed to place a “hold down” on any one assignment subject to Rule 9(b). Any subsequent vacancy on that assignment will accrue to the protecting Extra Board at the location where found.
- Q25. A Passenger Engineer marks off for a period of four (4) days with CNOC. An Extra Board Passenger Engineer learns of the vacancy and attempts to place a “hold down” on it. Will the engineer be awarded the “hold down”?
- A25. No. The vacancy must be of five or more days in order to be subject to the provisions of the “hold down” rule.
- Q26. An Extra Board Passenger Engineer is working a one week vacation “hold down” on an assignment having regular assigned relief days of Wednesday and Thursday. After completing Tuesday’s tour of duty, the engineer wants to work the scheduled relief days of that assignment and attempts to mark up to the extra board in order to be placed in the first-in, first-out rotation for extra work. Is such an option permissible under Rule 9(b)?

- A26. No. If an Extra Board Passenger Engineer is working a “hold down” and wants to work on the regularly scheduled relief days of that “hold down” assignment, the engineer may mark up to the extra board in accordance with Rule 38.
- Q27. The construction of certain regular assignments only require the performance of service on four (4) days during the seven (7) day work week period. In those instances, service performed as such constitutes a full work week for that particular assignment. Are such four day assignments subject to the provisions of Rule 9(b)?
- A27. Yes.

### **RULE 10 – DEADHEADING**

- a. Deadheading and service may be combined in any manner that traffic conditions require, and when so combined, will be paid actual hours on a continuous time basis, with not less than eight hours for the combined deadheading and service.
- b. 1. When deadheading is paid for separately and apart from service, actual time consumed with a minimum of eight hours will be allowed.
2. For new employees hired on or after June 2, 1988, when deadheading is paid for separate and apart from service, compensation on a minute basis, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed. However, if service after deadheading to a crew base other than the employee’s home crew base does not begin within sixteen (16) hours after completion of deadhead, a minimum of a basic day at such rate will be paid. If deadheading from service at a crew base other than the employee’s home crew base does not commence within sixteen (16) hours of completion of service, a minimum of a basic day at such rate will be paid. A minimum of a basic day also will be allowed where two separate deadhead trips, the second of which is out of a crew base other than the home crew base, are made with no intervening service performed. Non-service payments such as held-away-from-home crew base allowance will count toward the minimum of a basic day provided in this paragraph. Deadheading will not be paid where not paid under existing rules.

**Note:** The existing paragraph (b) of Rule 10 is modified to read as (b)(1) and will continue to apply to all employees whose seniority in train or engine service precedes June 2, 1988, including applicants for Amtrak employment in the respective Off-Corridor work zone application pools for the train and engine service crafts. In addition, subparagraph (b)(1) also will apply to train and engine service employees hired from other railroads in future assumptions of service.<sup>52</sup>

- c. Passenger Engineers are not entitled to deadhead pay for traveling from one point to another in exercising seniority.
- d. Passenger Engineers will be notified at the time called whether deadheading will be combined with service or separate, and the proper officer of the Corporation will mark their time slips accordingly. If not so notified, paragraph “b” will apply.

### **Q & A's – RULE 10 – DEADHEADING**

- Q1. Who is the proper officer of the Corporation responsible for marking time slips indicating how and when a Passenger Engineer was notified to deadhead?
- A1. In light of the Centralized Crew Dispatching operation compliance with the rule will be satisfied by the Crew Dispatcher instructing the Passenger Engineer to mark his own time slip in accordance with the call. **Agreed: 3/22/83**
- Q2. If a Passenger Engineer is verbally notified how to deadhead but the time slip is not marked, will deadhead be paid for separately?
- A2. No; however, the Corporation has the burden of proof by producing the taped conversations (or a certified transcript thereof). **Agreed: 3/22/83**

### **RULE 11 – DEFERRED STARTING TIME**

Where Passenger Engineers normally report for duty without being called, and it is desired on any day to defer the reporting time, at least two hours' advance notice will be given before the usual reporting time of the assignment. The advance notice will specify the new reporting time, and the Passenger Engineers' trip or tour of duty will not begin until that time. If not so notified, the reporting time will be as provided in the assignment. A Passenger Engineer may have his starting time deferred only once for each trip or tour of duty.

### **RULE 12 – LAYING OFF/REPORTING**

- a. Regularly assigned Passenger Engineers laying off due to sickness must notify the appropriate official as soon as possible. Passenger Engineers who desire to lay off for personal reasons may do so when such absence is authorized in advance by the proper officer of the Corporation.
- b. A regularly assigned Passenger Engineer who has laid off will mark up for his regular assignment not less than three hours in advance of the reporting time.

### **RULE 13 – CALLS**

- a.
  - 1. Passenger Engineers called, or required to report without being called, and released without having performed service will be paid for actual time held with a minimum of four hours and, in the case of Passenger Engineers assigned to an extra board, will remain first out on the extra board; if held over four hours and released without having performed service, they will be paid eight hours and, in the case of Passenger Engineers assigned to an extra board, will be placed at the bottom of the extra board.
  - 2. A regular assigned employee who is displaced from his assignment and no attempt was made to notify such employee at least three (3) hours prior to reporting time of his assignment and such employee reports for the assignment without being notified and is not permitted to work, the displaced employee will be allowed the earnings of the assignment from which displaced less any other earnings made on such calendar day. In the application of this Rule, an employee may not physically displace onto an assignment less than six (6) hours prior to reporting time of the assignment.<sup>53</sup>
- b. Passenger Engineers who are called in an emergency situation after having already performed compensated service on the day involved will be paid for the actual time worked at the time and one-half rate, with a minimum of two hours.

Note: The term emergency as used in this paragraph is defined as a situation that:

- 1. Involves or may cause delay to traffic because all tracks are blocked.
  - 2. Involves delay to a passenger train or trains.
  - 3. Involves violation of laws or local ordinances.
  - 4. Involves injury to persons requiring prompt treatment or removal to hospital.
- c. If a Passenger Engineer on a regular assignment in the Off-Corridor service is called in an emergency situation on a day which he is not scheduled to work nor being held at other than his home crew base, he will be paid for actual time worked at the time and one-half rate, with a minimum of eight (8) hours, provided he works all the hours of his regular assignment in the same work week, unless unable due to the emergency call. It is understood that when the guaranteed extra board at a crew base is exhausted, this constitutes an emergency under Rule 13.<sup>54</sup>

### **Q & A's – RULE 13 – CALLS**

- Q1. Does Rule 13(a) provide for any compensation to a Passenger Engineer who reports for his assignment which is annulled?
- A1. See Rule 8, Question and Answer No. 2. **Agreed: 8/2/83**

- Q2. A Passenger Engineer assigned to the Harrisburg-Philadelphia service completes his advertised assignment in five hours. He is then used for an additional three hours in emergency service pursuant to Rule 13(b). How would this employee be paid?
- A2. Minimum day plus three hours at time and one-half rate under Rule 13(b). **Agreed: 3/22/83**

#### **RULE 14 – CUTOFF UNDER HOURS OF SERVICE**

- a. Passenger Engineers will not be released from duty before arriving at their advertised crew base or turnaround point, unless it is apparent that the trip cannot be completed under the laws limiting the hours on duty. Passenger Engineers will be released from duty under this Rule only upon instructions from the proper officer of the Corporation.
- b. Passenger Engineers will not be cut off for rest pursuant to this Rule, except at locations where food and lodging are available. In such cases, the Passenger Engineers will be covered by Rule 15 – Expenses Away From Home.
- c. Passenger Engineers cut off under the law limiting the hours on duty who then deadhead into their crew base or turnaround point will be paid continuous time until released at their relieving point.
- d. Passenger Engineers cut off between crew bases under the law limiting the hours on duty will again be considered on duty and under pay immediately after expiration of the legal rest period.

#### **RULE 15 – EXPENSES AWAY FROM HOME**

- a. When a Passenger Engineer is released from duty at a location other than the designated crew base of the assignment for more than four hours, he will be provided suitable lodging at the Corporation's expense and will receive a meal allowance of \$6. A second allowance of \$6 will be provided after being held an additional eight hours.
- b. Passenger Engineers assigned to an extra board will be provided with lodging and meal allowance in accordance with the provisions of this Rule when they are released from duty at other than their assigned crew base.
- c. Passenger Engineers called from the extra board to fill vacancies at outlying points will be provided lodging and meal allowance in accordance with the provisions of this Rule at the outlying point in the same manner as if held at a point other than their assigned crew base, subject to the following conditions:
  - 1. An "outlying point" is one which is outside the crew base territory of the extra board from which they are called.

2. Suitable lodging will be provided when Passenger Engineers assigned to an extra board are held at the outlying point for more than one tour of duty.

### **Q & A – RULE 15 – EXPENSES AWAY FROM HOME**

- Q1. Are the provisions of Rule 15 applicable to a Passenger Engineer who as a part of his assignment is under pay at other than the designated Crew Base of the assignment, e.g. at the layover point in turnaround service?
- A1. No. **Agreed: 5/18/83**

### **RULE 16 – TRAINING, QUALIFYING AND EXAMINATIONS**

- a. Passenger Engineers will be required to attend training classes and take examinations connected with their duties. Examinations may be written or oral and include physical examinations, territorial qualification examinations and service examinations (on the Operating Rules, Safety Rules, air brake and other equipment rules).
- b. Subject to the exceptions listed below, Passenger Engineers required to attend a training class or an examination will be compensated for the time engaged in such training or examination. If required to lose time, Passenger Engineers will be paid an amount not less than they would have earned on the assignment they would have worked. If no time is lost, compensation will be for the actual time consumed in such training class or examinations, at the straight-time hourly rate, with a minimum of eight hours.

#### **Exceptions:**

1. Any qualification examinations or familiarization trips necessary in the voluntary exercise of seniority.
  2. Physical examinations, including vision and hearing examinations.
  3. Territorial qualification examinations, except as provided in paragraph (c) of this Rule.
- c. Passenger Engineers who are instructed to qualify or who are force-assigned to a crew base, regular assignment or extra board where it is necessary to qualify will be compensated for such qualifying. If required to lose time, Passenger Engineers will be paid an amount not less than they would have earned on the assignment they would have worked. If no time is lost, compensation will be for the actual time consumed in qualifying, at the straight-time hourly rate, with a minimum of eight hours.
  - d. To the extent practicable and except as provided in paragraph “c” of this Rule, the Corporation will schedule territorial qualification examinations so that Passenger Engineers may arrange to take them without loss of time. Unless otherwise specified by the Corporation, Passenger Engineers will arrange to schedule their own physical examinations.

**Note:** In the event the carrier establishes assignments over new territory, the employees who are originally awarded positions on such new assignments and employees assigned at that time to the extra board protecting such assignments will be compensated for qualifying over the new territory in accordance with Rule 16(c). It was also understood that such payment will only be made for the number of days which the carrier deems necessary to obtain the territorial qualification.<sup>55</sup>

- e. Displaced Passenger Engineers unable to hold a position for which they are not or were not previously qualified will be compensated at the Passenger Engineer's straight-time hourly rate of pay, with a minimum of eight (8) hours, for each day spent qualifying for the position to which they exercise their seniority. Passenger Engineers paid under this paragraph will be required to remain in the same geographic territory for a period of six (6) months from the date of qualification, so long as they can hold a position in said geographic territory.<sup>56</sup>

### **Q & A's – RULE 16 – TRAINING, QUALIFYING AND EXAMINATIONS**

- Q1. If a Passenger Engineer on an extra board must mark off to attend training class or examination will this be considered as breaking his guarantee? (BLE 3/22/83)
- A1. No, however, any compensation received will be applied towards the guaranteed money equivalent of 40 straight time hours. **Agreed: 6/23/83**
- Q2. Is compensation received pursuant to Rule 16 considered in the application of the overtime provisions in Rule 2?
- A2. No. **Agreed: 6/23/83**

### **RULE 17 – ATTENDING COURT OR CORONER'S INQUEST**

- a. Regular Passenger Engineers attending court or inquest or giving a deposition or stenographic statement in connection with other legal proceedings as a witness on behalf of the Corporation at the direction of a proper officer of the Corporation will be paid for the time actually lost on their assignments. Necessary reasonable expenses, including travel expenses, will be paid when away from home.
- b. A Passenger Engineer assigned to an extra board attending court or inquest, or giving a deposition or stenographic statement in connection with other legal proceedings as a witness on behalf of the Corporation at the direction of a proper officer of the Corporation will be paid the amount he would have earned and placed in the same relative standing had he been called in his turn from the extra board. Necessary reasonable expenses, including travel expenses, will be paid when away from home.
- c. Passenger Engineers attending court or inquest as a witness on behalf of the Corporation or giving a deposition or stenographic statement in connection with other legal proceedings at

the direction of a proper officer of the Corporation, when no time is lost, will be paid actual time consumed, with a minimum of eight hours. Necessary reasonable expenses, including travel expenses, will be paid when away from home, and Passenger Engineers assigned to an extra board will hold their same relative standing on the crew board.

- d. No deadhead payment will be made to Passenger Engineers for any traveling necessary to their attendance at court or inquest.
- e. Witness fees and mileage allowance will be remitted to the Corporation.

### **RULE 18 – BEREAVEMENT LEAVE**

Bereavement leave will be allowed in case of the death of a Passenger Engineer's brother, sister, parent, child, spouse or spouse's parent, not in excess of three calendar days following the date of death. In such cases, eight hours' pay will be allowed for each work day lost during bereavement leave. Passenger Engineers involved will make provision for taking leave with their supervisor in the usual manner. Agreed to questions and answers to the National Agreements where applicable, are made a part of this Rule.<sup>57</sup>

#### **Bereavement Leave Interpretations**

- Q-1: How are the three calendar days to be determined?
- A-1: An employee will have the following options in deciding when to take bereavement leave:
  - a) Three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
  - b) Three consecutive calendar days, ending the day of the funeral service; or
  - c) Three consecutive calendar days, ending the day following the funeral service.
- Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?
- A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.
  - Example: Employee has a work week of Monday to Friday – off days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.
- Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?



- A-3: A maximum of two days; however, unavailability due to the three day bereavement leave would not break his guarantee.
- Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?
- A-4: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposed.
- Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?
- A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.
- Q-6: Would bereavement leave be applicable during an employee's vacation period?
- A-6: No.
- Q-7: An employee qualifies for holiday pay on a holiday which occurs on a day the employee also qualifies for bereavement leave pay. Under these circumstances, is the employee entitled to be paid both the holiday and bereavement leave allowance?
- A-7: No. The employee would be entitled to only one basic day's pay.

### **RULE 19 – JURY DUTY**

When Passenger Engineers are summoned for jury duty and are required to lose time from their assignments, they will be paid for actual time lost with a maximum of eight hours' pay for each calendar day lost. From this amount will be deducted the amount allowed for jury service for each such day, except allowances paid by the court for meals, lodging or transportation. These payments are subject to the following requirements and limitations:

1. A Passenger Engineer must furnish the Corporation with a statement from the court of jury allowances paid and the days on which jury duty was performed.
2. The number of days for which jury duty pay will be paid is limited to a maximum of 60 days in any calendar year.
3. No jury duty pay will be allowed for any day the Passenger Engineer is entitled to vacation. Agreed to questions and answers to the National Agreements where applicable are made a part of this Rule.<sup>58</sup>

### **Q & A – RULE 19 – JURY DUTY**

- Q1. How will the laws concerning jury duty in the state of New Jersey affect the application of this rule insofar as Passenger Engineer is concerned?
- A1. An employee required to lose time from his assignment will be entitled to the amount of usual compensation he would have earned had he worked on such day or days less the amount of jury allowance paid as verified by a statement from the court. **Agreed: 6/23/83**

### **RULE 20 – TIME LIMIT ON CLAIMS**

- a. A claim for compensation alleged to be due may be made only by a claim or, on his behalf, by a duly accredited representative. No later than 60 days from the date of the occurrence on which the claim is based, a claimant or his duly accredited representative must submit two timeslips alleging the claim to the officer of the Corporation designated to receive timeslips. The representative of the Corporation who receives the timeslips from the claimant or from his duly accredited representative must acknowledge receipt of the timeslips by signing and dating them, and return the duplicate copy to the claimant or his duly accredited representative. If not presented in the manner outlined in this paragraph, a claim will not be entertained or allowed, but improper handling of one claim will not invalidate other claims of a like or similar nature. No monetary claim will be valid, unless the claimant was available, qualified, and entitled to perform the work.
- b. If a claimant is absent because of sickness, temporary disability, leave of absence, vacation or suspension, the 60-day time limit will be extended by the number of days the claimant is absent.
- c. To file a claim, a claimant or his duly accredited representative will be required to furnish sufficient information on the time slip to identify the basis of the claim, such as:
1. Name, occupation, employee number, division.
  2. Train symbol or job number and engine number(s).
  3. On and off duty time.
  4. Date and time of day work performed.
  5. Location and details of work performed for which claim is filed.
  6. Upon whose orders work was performed.
  7. Description of instructions issued to have such work performed.
  8. Claim being made, rule if known, and reason supporting claim.
- d. When a claim for compensation alleged to be due is not allowed, or should payment be made for less than the full amount claimed, the claimant will be informed of the decision and reasons for it, in writing, within 60 days from the date that claim is received. When the Claimant is not so notified, the claim will be allowed, but such payment will not validate any other such claims, nor will such payment establish any precedent.

**Note:** By agreement dated August 2, 1983, Paragraph D of Rule 20 is amended as follows:

1. Passenger Engineers will furnish all information required on time slips so that the proper identification of payments can be made.
  2. An itemized statement of the employee's daily earnings for each pay period will be furnished with the employee's pay draft. A brochure type pamphlet containing applicable codes will be provided each employee to enable him to determine what payments were made for each date.
  3. The requirement set forth in paragraph (d) of Rule 20 for initial denial of monetary claims for compensation alleged to be due will be satisfied when a monetary claim is identified and disallowed on an itemized statement of earnings form issued within the time limit specified in Rule 20. If an employee feels he has been improperly paid on the itemized statement of daily earnings form, he will submit his claim or grievance to the Local Chairman for appeal handling in accordance with paragraph (e) of Rule 20.
  4. The itemized statement of daily earnings form will serve as notification of payment of claims and no further notification will be required.
  5. Employees should use the itemized statement of daily earnings as the basis of reporting any overpayment.
- e. A claim for compensation, properly submitted, which has been denied, will be considered closed unless the Local Chairman, within 60 days from the date of denial, lists the claim in writing for discussion with the designated Labor Relations officer. When a claim for compensation is denied following such discussion, the Labor Relations officer will notify the Local Chairman in writing within 60 days from the date of such discussion. When not so notified, the claim will be allowed as presented, but such payment will not validate any other such claim nor will such payment establish any precedent.
- f. A claim for compensation denied in accordance with paragraph (e) above, will be considered closed unless, within 60 days from the date of the denial, the Local Chairman presents a written request to the Labor Relations officer for a Joint Submission.

A Joint Submission will consist of a Subject which will be the claim as submitted to the Labor Relations officer, a Joint Statement of Agreed Upon Facts, a Position of Employees, and a Position of the Corporation.

If the parties are unable to agree upon a Joint Statement of Agreed Upon Facts, the Local Chairman may progress the claim as an Ex Parte Submission. An Ex Parte Submission will consist of a Subject which will be the claim as submitted to the Labor Relations officer, a Statement of Facts, and a Position of the Employees.

- g.
  - 1. When a Local Chairman makes a request for a Joint Submission, he will prepare a proposed Joint Statement of Facts together with the Position of the Employees and submit it to the Labor Relations officer. If the proposed Joint Statement of Facts meets with the approval of the Labor Relations officer, the Labor Relations officer will complete the Joint Submission within 60 days from the date of receipt of the proposed Joint Statement of Agreed Upon Facts, by including the Position of the Corporation. Three copies of the completed Joint Submission will be furnished to the Local Chairman. Failure to complete the Joint Submission within the time limit set forth, the specific claim will be allowed as presented, but such payment will not validate any other such claims nor will such payment establish any precedent.
  - 2. If the proposed Joint Submission of Facts does not meet with the approval of the Labor Relations officer, the Labor Relations officer will submit a revised proposed Joint Submission of Agreed Upon Facts to the Local Chairman. If the Local Chairman agrees with the revised proposed Joint Submission of Facts, he will notify the Labor Relations officer accordingly. The Labor Relations officer will complete the Joint Submission within 60 days from the date of receipt of the approval of the Joint Submission of Agreed Upon Facts, by including the Position of the Corporation, and furnish three copies of the completed Joint Submission to the Local Chairman. Failure to complete the Joint Submission within the time set forth, the specific claim will be allowed as presented, but such payment will not validate any other such claims nor will such payment establish any precedent.
  - 3. If the Local Chairman does not agree with the proposed revised Statement of Facts submitted to him by the Labor Relations officer and the claim is to be progressed as an Ex Parte Submission, the Local Chairman will so notify the Labor Relations officer in writing within 15 days from the date the Labor Relations officer forwarded the proposed revised Statement of Facts to the Local Chairman. The Local Chairman will complete and submit three copies of the Ex Parte Submission to the Labor Relations officer within 30 days from the date of his notification to the Labor Relations officer of his intent to progress an Ex Parte Submission. Failure to complete the Ex Parte Submission within the time limit set forth herein, the claim will be considered closed.
- h. The General Chairman will have 60 days from the date on which the Joint Submission or Ex Parte Submission is completed in which to list the claim, in writing, with the highest appeals officer, for discussion. If the claim is not listed within 60 days from the date the submission is completed, the claim will be considered closed.

When a claim for compensation properly progressed in accordance with this Rule is not allowed following discussion between the General Chairman and the highest appeals officer, the highest appeals officer will notify the General Chairman of his decision, in writing, within 90 days from the date of such discussions. When not so notified, the claim will be

allowed as presented, but such payment will not validate any other such claims nor will such payment establish any precedent.

- i. The decision of the highest officer of the Corporation designed to handle claims will be final and binding unless, within six months after the date of that decision, the officer is notified in writing that his decision is not accepted. In the event of such notification, the claim will become invalid unless, within one year from the date of the Corporation's decision, the claims are disposed of on the property or submitted to a tribunal having jurisdiction pursuant to law or agreement, unless the parties mutually agree to other proceedings for final disposition of said claims.
- j. The time limit provisions in this Rule may be extended at any level of handling in any particular case by mutual consent of the duly authorized officer of the Corporation or representative of the Organization.
- k. The time limits set forth herein do not apply in discipline cases.

#### **Q & A – RULE 20 – TIME LIMITS**

- Q1. Is a denial by the Carrier required when a time claim is not submitted in duplicate and/or properly receipted as required by Rule 20?
- A1. No. Paragraph (a) specifically states that such claims will not be entertained. **Agreed: 6/23/83**

#### **RULE 21 – DISCIPLINE AND INVESTIGATION**

- a. Except as provided in paragraph “c,” no Passenger Engineer will be disciplined, suspended or dismissed from the service until a fair and impartial formal investigation has been conducted by an authorized Corporation officer.

**Note:** An officer of a foreign railroad may properly conduct the formal investigation into discipline matters involving Amtrak Passenger Engineers on such foreign railroad territory, but an Amtrak officer will be present to assure compliance with Rule 21.<sup>59</sup>

- b.
  - 1. Except when a serious act or occurrence is involved, a Passenger Engineer will not be held out of service in disciplinary matters before a formal investigation is conducted. A serious act or occurrence is defined as: Rule “G”, Insubordination, Extreme Negligence, Stealing.
  - 2. If a Passenger Engineer is held out of service before a formal investigation for other than a serious act or occurrence, he will be paid for what he would have earned on his assignment had he not been held out of service beginning with the day he is taken

out of service and ending with the date the decision is rendered or he is returned to service, excluding the day of the formal investigation, whether or not he is disciplined. Holding a Passenger Engineer out of service before a formal investigation or paying him for being out of service for less than a serious act or occurrence is not prejudging him.

- c. Formal investigations, except those involving a serious act or occurrence, may be dispensed with should the Passenger Engineer involved and/or the duly accredited representative and an authorized officer of the Corporation, through informal handling, be able to resolve the matter to their mutual interests. Requests for informal handling must be made at least 24 hours before a formal investigation is scheduled to begin. No formal transcript, statement, or recording will be taken at the informal handling. When a case is handled informally and the matter of responsibility and discipline to be assessed, if any, is resolved, no formal investigation will be required. A written notice of the discipline assessed and the reason therefor will be issued to the Passenger Engineer responsible, with a copy to the duly accredited representative if he participated in the informal handling, at the conclusion of the informal handling. Discipline matters resolved in accordance with this paragraph are final and binding.
- d.
  - 1. A Passenger Engineer directed to attend a formal investigation to determine his responsibility, if any, in connection with an act or occurrence will be notified in writing within seven days from the date of the act or occurrence or in cases involving stealing or criminal offense within seven days from the date the Corporation becomes aware of such act or occurrence. The notice will contain:
    - A. The time, date and location where the formal investigation will be held.
    - B. The date, approximate time and the location of the act or occurrence.
    - C. A description of the act or occurrence which is the subject of the investigation and rules which may be involved.
    - D. A statement that he may be represented by his duly accredited representative.
    - E. The identity of witnesses directed by the Corporation to attend.
  - 2. When a letter of complaint against a Passenger Engineer is the basis for requiring him to attend the formal investigation, the Passenger Engineer will be furnished a copy of the written complaint together with the written notice for him to attend the investigation.
- e.
  - 1. The investigation must be scheduled to begin within seven days from the date the Passenger Engineer received notice of the investigation.

2. A Passenger Engineer who may be subject to discipline will have the right to have present desired witnesses who have knowledge of the act or occurrence, to present testimony, and the Corporation will order employee witnesses to be in attendance.
3. The time limit is subject to the availability of the principal(s) involved and witness(es) to attend the formal investigation and may, by written notice to the Passenger Engineer involved, be extended by the equivalent amount of time the principal(s) involved or necessary witness(es) are off duty due to sickness, temporary disability, discipline, leave of absence or vacation.

When a Passenger Engineer is being held out of service for a serious act or occurrence pending the investigation and other principal(s) or witness(es) are not available for the reasons cited, he may request commencement of the investigation. If either the Passenger Engineer or the Corporation officer is of the opinion that the testimony of the unavailable principal(s) or witness(es) is necessary for the final determination of the facts and discipline has been assessed against the Passenger Engineer as a result of the investigation, such discipline will be reviewed when the testimony of the missing principal(s) or witness(es) is available.

4. When a formal investigation is not scheduled to begin within the time limit as set forth in this Rule, no discipline will be assessed against the Passenger Engineer.
  5. A Passenger Engineer who may be subject to discipline and his duly accredited representative will have the right to be present during the entire investigation. Witnesses may be examined separately but those whose testimony conflicts will be brought together.
- f. When a Passenger Engineer is assessed discipline, a true copy of the investigation record will be given to the Passenger Engineer and to his duly accredited representative with the notice of discipline.
- g.
  1. If discipline is to be imposed following a formal investigation, the Passenger Engineer to be disciplined will be given a written notice of the decision within 10 days of the date the formal investigation is completed, and at least 15 days prior to the date on which the discipline is to become effective, except that in cases involving serious acts or occurrences, discipline may be effective at any time.
  2. When a Passenger Engineer is required to perform service during a period of suspension, the balance of said suspension will be eliminated.
- h.
  1. When a Passenger Engineer or his duly accredited representative considers the discipline imposed unjust and has appealed the case in writing to the Labor Relations officer having jurisdiction within 15 days of the date the Passenger Engineer is notified of the discipline, the Passenger Engineer will be given an appeal hearing.

Dismissal cases involving claims for time lost will be handled in accordance with the provisions of paragraph “k”.

2. The hearing on an appeal, if requested, will be granted within 15 days of the Labor Relations officer’s receipt of the request for an appeal hearing.
  3. Except when discipline assessed is dismissal, or when a Passenger Engineer has been held out of service under paragraph “b” and assessed discipline, this appeal will act as a stay in imposing the discipline until after the Passenger Engineer has been given an appeal hearing.
  4. At appeal hearings, a Passenger Engineer may, if he desires to be represented at such hearings, be accompanied by his duly accredited representative.
  5. The Labor Relations officer having jurisdiction will advise the Passenger Engineer of the decision, in writing at the conclusion of the appeal hearing, with a copy to the duly accredited representative. If the decision is to the effect that the discipline will be imposed, either in whole or for a reduced period, the stay referred to in paragraph “h3” will be lifted, and the discipline will be effective on the day following the day of the appeal hearing.
- i. If a decision rendered by the Labor Relations officer is to be appealed, the General Chairman must, within 60 days after the date the decision is rendered by the Labor Relations officer, make an appeal in writing to the highest appeals officer of the Corporation requesting either that he be given a written response or that the case be held in abeyance pending discussion in conference with the highest appeals officer of the Corporation. When a written response is requested, the highest appeals officer of the Corporation will give written notification of his decision to the General Chairman within 60 days after the date of his receipt of the appeal. When a request is made for the case to be held in abeyance pending discussion in conference, the conference will be arranged within 60 days after the highest officer of the Corporation receives the request for a conference. The highest appeals officer of the Corporation will give written notification of his decision to the General Chairman within 60 days after the date of the conference.
  - j. The decision of the highest appeals officer of the Corporation will be final and binding unless, within 60 days after the date of the written decision, that officer is notified in writing that his decision is not accepted. In the event of such notification, the decision on a case involving other than dismissal is still final and binding, unless the case is submitted to a tribunal having jurisdiction pursuant to law within one year computed from the date the decision was rendered.



k. Expedited Procedure for Handling Dismissal Cases.

1. When a Passenger Engineer is dismissed, his case may be given expedited handling by his General Chairman to a Special Board of Adjustment, which will meet in Philadelphia, PA, and be composed of three members:
  - A. A representative of the Brotherhood of Locomotive Engineers.
  - B. The highest appeals officer of the Corporation or his designated representative.
  - C. A neutral member selected by the parties.

In the event the parties are unable to agree upon a neutral member, they will request the National Mediation Board to appoint a neutral. Such Special Board will be established pursuant to Public Law 89-456 89th Congress, H. R. 706 June 20, 1966, within 30 days of the effective date of this Agreement.

2. Before invoking the services of the Special Board of Adjustment, the General Chairman must, within 30 days after the date of a notice of dismissal, appeal the case in writing directly to the highest appeals officer of the Corporation.
3. In the written appeal, the General Chairman should either request a conference or waive the conference and request a written decision. When a conference is requested, a meeting date will be arranged as promptly as possible but not later than 30 days after the highest appeals officer of the Corporation receives the request. The highest appeals officer will render a decision in writing to the General Chairman as promptly as possible, but no later than 15 days after the date the case is discussed in conference. When a written decision is requested, the highest appeals officer of the Corporation will render a decision in writing to the General Chairman as promptly as possible, but not later than 30 days after the date the appeal is received.
4. The decision of the highest appeals officer of the Corporation will be final and binding unless, within 30 days after the date the General Chairman receives the decision, the General Chairman notifies the highest appeals officer of the Corporation in writing of his desire to submit the case to the Special board of Adjustment. After the highest appeals officer of the Corporation receives such notification, the Board will be convened as promptly as possible. The Board will render a final and binding decision as promptly as possible, but not later than 30 days after the case is presented before the Board.
5. Claim for time lost will be waived in any dismissal case which the Organization does not progress under the Expedited Procedure for Handling Dismissal Cases. This will not preclude the Organization from progressing such a case to a tribunal having jurisdiction pursuant to law without regard to any time limits in this Rule. The progression of such a case will not be considered a request for leniency.

1. 1. Time limits provided for in this Rule may be extended or waived by agreement in writing between the applicable officer of the Corporation and the Passenger Engineer's General Chairman or duly accredited representative.
  2. If discipline assessed is not appealed within the time limits set forth in this Rule or as extended, the decision will be considered final, except as provided in paragraph "k5". If the decision on the appeal is not rendered within the time limits set forth in this Rule or as extended, the discipline assessed will be expunged.
- m. When notification in writing is required, personal delivery or proof of mailing within the specific time limit will be considered proper notification.

### **Q & A's – RULE 21 – DISCIPLINE AND INVESTIGATIONS**

- Q1. What is meant by the term "Corporation" as used in paragraph (d)(1) relating to cases involving stealing or criminal offense?
- A1. General Superintendent involved. **Agreed: 6/23/83**
- Q2. Does paragraph (h)(5) require that the employee and his representative will have a decision in writing when they leave the officer after an appeal hearing on discipline?
- A2. Yes, unless mutually agreed to otherwise. **Agreed: 6/23/83**
- Q3. What pay will a Passenger Engineer be entitled to if found not guilty as a result of a disciplinary investigation? (BLE 3/22/83)
- A3. When discipline assessed as a result of a formal investigation is subsequently expunged, an engineer who has incurred wage loss shall be paid for such wage loss incurred. When discipline assessed is subsequently reduced, an engineer who has incurred wage loss shall be paid for such wage loss during any period not part of the final discipline assessment. **Agreed: 6/23/83**

### **RULE 22 – LEAVE OF ABSENCE**

- a. Passenger Engineers must request written leave of absence when they are to be off duty for more than 30 consecutive days.
- b. A written leave of absence without impairment of seniority will be granted upon request to a Passenger Engineer for the following reasons:
1. To accept an official position with the Corporation or related national railroad agencies.

2. To perform union committee work or to accept a full-time union position with Brotherhood of Locomotive Engineers.
  3. To accept a position as a Train Dispatcher, or to accept a recall as a Train Dispatcher. A Passenger Engineer granted a leave of absence in accordance with this subparagraph will be granted that leave for the duration of the assignment as a Train Dispatcher, and will only be able to exercise seniority under this agreement if unable to hold a regular position as a Train Dispatcher.<sup>60</sup>
  4. To accept an elective or appointive public office for which a competitive examination is not required.
  5. To accept an appointive public office for which a competitive examination is required, if such public office is related to railroad work.
- c. Upon request, a Passenger Engineer will be granted a written leave of absence to perform military service in accordance with current applicable reemployment statutes.
  - d. A Passenger Engineer granted a leave of absence in accordance with paragraph "b1", "2" or "3" will be granted the leave of absence for the duration of the assignment.
  - e. A request for a leave of absence for reasons other than those outlined in paragraphs "b" and "c" may be granted upon agreement between the highest appeals officer of the Corporation and the General Chairman.
  - f. A request for a leave of absence or for an extension must be made in writing to the highest appeals officer of the Corporation, with a copy to the General Chairman.
  - g. Except as set forth in paragraphs "c" and "d", no leave of absence or extension thereof will exceed one year.
  - h. A Passenger Engineer who fails to report for duty within 15 days after the expiration of an authorized leave of absence or an extension thereof or fails to furnish satisfactory reason for not doing so will have his seniority terminated and record closed. A Passenger Engineer whose seniority has been terminated may, through the General Chairman, appeal such termination to the highest appeals officer within 30 days of the notice of termination.
  - i. A Passenger Engineer granted a leave of absence under paragraph "b1", "2" or "3" will be required to return to duty in the craft within 60 days after being relieved of his assignment, or he will be subject to conditions set forth in paragraph "h".
  - j. A Passenger Engineer who absents himself without a written authorized leave of absence, as provided in this Rule, will have his seniority terminated.

- k. A leave of absence is not required when a Passenger Engineer is unable to perform service for the Corporation due to a bona fide sickness or injury.
- l. A Passenger Engineer on an authorized leave of absence who engages in other employment not provided for in the authorized leave of absence will forfeit all his seniority.

### **RULE 23** <sup>61</sup>

Left blank intentionally.

### **RULE 24 – APPROVAL OF APPLICATION**

- a. Applications for employment will be rejected within 90 calendar days after seniority date is established, or applicant will be considered accepted. Applications rejected by the Corporation must be declined in writing to the applicant.
- b. A Passenger Engineer who has been accepted for employment in accordance with paragraph “a” will not be terminated or disciplined by the Corporation for furnishing incorrect information in connection with an application for employment or for withholding information therefrom, unless the information involved was of such a nature that the Passenger Engineer would not have been hired if the Corporation had timely knowledge of it.

### **RULE 25 – PHYSICAL RE-EXAMINATION**

- a. Passenger Engineers will be subject to periodic medical examination in accordance with Corporation policy.
- b. When it is obvious that a Passenger Engineer is medically (physically or mentally) impaired in a way that affects his service, the Corporation may hold that Passenger Engineer out of service pending the outcome of a medical examination. Passenger Engineers held out of service by the Corporation because they are medically unable to perform service may have an examination by a doctor of their own choosing without expense to the Corporation. In case of disagreement on the Passenger Engineer’s fitness to work, the two doctors will select a third doctor who is a specialist in the medical area involved, and the decision of the majority of the three as to the Passenger Engineer’s fitness will be final. The expense of the third doctor will be shared equally by the parties. If it is determined that the Passenger Engineer’s condition does not warrant being held out of service, such Passenger Engineer will be returned to service, and if it is determined that the Passenger Engineer was medically fit to perform service at the time he was held out of service, the Passenger Engineer will be paid for all time lost.

- c. A Passenger Engineer who has accepted medical disqualification or who was found to be properly disqualified by a neutral physician may, if there has been a change in his medical condition as evidenced by a report of his personal physician, request a reexamination. There will be no claim for time lost in such case, unless the Corporation refuses to grant the reexamination or there is unreasonable delay in applying the terms of this paragraph.
- d. Where an indoor test discloses a deficiency of vision, color perception or hearing, the Passenger Engineer will, on request, be granted a field test, the result of which will determine his physical qualification for service. In case of a failure to pass a vision test when examined without corrective lenses, the Passenger Engineer will be given the opportunity for a reexamination with corrective lenses.

### **RULE 26 – LOCKER FACILITIES**

Locker, toilet and lavatory facilities will be provided and maintained at crew bases where Passenger Engineers go on and off duty.

### **RULE 27 – VACATION** <sup>62</sup>

- a. The National Vacation Agreement of April 29, 1949, as amended, will apply to employees covered by this Agreement. The parties will make such modifications to the provisions of the National Vacation Agreement as are necessary to conform to the basis of pay established in Rule 2. (See Appendices “B” and “B-1”)

**Note:** Vacation qualification is generally computed by achieving a minimum of 240 factored work days in a prior calendar year coupled with total years of continuous Amtrak service and a threshold of total factored days in aggregate for progression to additional weeks.

**Note:** Effective August 1, 1998, <sup>63</sup> in calculating factored work days, each basic day of service performed by an employee shall be computed as 1.6 days, which shall be known as the “multiplier factor.” It is the parties’ intention that this subsection would require the equivalent of one hundred fifty (150) days in a calendar year to qualify for an annual vacation for the succeeding year. The following additional provisions will govern in the accumulation of vacation qualifying days:

- 1. Calendar days on which an employee assigned to an extra board is available for service and on which day he/she performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of an

injury received on duty will be included. Such days will not be subject to the multiplier factor set forth in existing vacation rules as amended.

2. Calendar days on which an employee is compensated while attending training, corporate level joint labor-management committee meetings and rules class at the direction of the Carrier will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the multiplier factor set forth in existing vacation rules as amended.

<u>Years of Continuous Service</u>	<u>No. Weeks Vacation</u>
Less than two years	1
Two to Seven	2
Eight to Sixteen	3
Seventeen to Twenty-Four	4
Twenty-Five or More	5

- b. In accordance with Rule 27 of the Passenger Engineers Rules Agreement, signed October 26, 1982, the parties to said agreement hereby agree to apply the provisions of the National Vacation Agreement of April 29, 1949, as amended, with the following modifications to conform to the basis of pay established in Rule 2 of the Rules Agreement:
  1. For the purpose of determining qualifications for vacation, service performed as a Passenger Engineer on Amtrak will be treated in the same manner as service performed as a train or engine service employee in yard service as set forth in Section 1 of the National Vacation Agreement.
  2. Service performed on Conrail in a calendar year shall be computed for the purpose of determining vacation qualifications in accordance with the applicable Conrail Agreement.
  3. A Passenger Engineer receiving a vacation, or pay in lieu thereof, under Section 1 of the National Vacation Agreement, as modified herein, shall be paid for each week of vacation 1/52 of the compensation earned by such Passenger Engineer while engaged in train or engine service for Amtrak and/or Conrail during the calendar year preceding the year in which the vacation is taken, but in no event, shall such payment be less than five (5) 8-hour days at the Passenger Engineer's rate if working as such at the time the vacation is taken.
  4. The provisions of Section 8 of the National Vacation Agreement will not apply to a Passenger Engineer who returns to service with Conrail pursuant to the application of the Section 1165 Agreement dated October 20, 1982.
  5. A Passenger Engineer receiving a vacation, or pay in lieu thereof, will be paid for such vacation by Amtrak, if such Passenger Engineer last performed compensated

service on Amtrak immediately preceding the date the vacation is taken or payment in lieu thereof is due. In no case, will a Passenger Engineer be entitled to dual vacation benefits as a result of the application of this Agreement.

6. Vacation periods shall begin at 12:01 AM, Monday, and end at 11:59 PM, Sunday. A Passenger Engineer may take his/her annual vacation in any calendar year in weekly segments, and may take up to one (1) week of his/her annual vacation in single day increments.<sup>64</sup>
7. Any dispute or controversy arising out of the interpretation of any of the provisions of the Agreement shall be handled in the same manner as other disputes arising under the Passenger Engineers Rules Agreement.<sup>65</sup>

**Note:** Effective January 7, 2000, for former Conrail employees entitled to exercise Section 1165 rights to or from Conrail, for purposes of subparagraphs (b)(2) through (b)(4) above the term "Conrail" shall mean "Conrail, Norfolk Southern or CSXT, as the case may be."<sup>66</sup>

- c. A Passenger Engineer involved in an accident resulting in a loss of human life will be entitled to utilize a vacation day(s) or holiday(s) for personal reasons related to the accident. For the purposes of this provision, the Passenger Engineer will be allowed to take vacation in less than a one-week segment. Nothing in this rule will serve to modify the provisions of Rule 32(b) or (h) regarding payment for working on a holiday.<sup>67</sup>
- d. During a calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during the calendar year.<sup>68</sup>
- e. Changes to the National Vacation Agreement contained in Article V, Section 2 and Side Letter No. 6 of the NCCC/BLE Agreement dated May 31, 1996, are adopted, with such modifications previously agreed upon for application to Amtrak. (See Appendix B-1)<sup>69</sup>
- f. Vacation qualification criteria in effect on August 1, 1998 shall continue to apply to employees represented by the organization who hold positions as working General Chairman, Local Chairman, and State Legislative Board Chairmen ("local officials"). In other words, the changes in qualification as set forth in paragraph (e) above are not intended to revise vacation qualification conditions for such local officials. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.<sup>70</sup>

**Q & A's – RULE 27 – VACATION (effective August 1, 1998)**

- Q1. What procedure should be followed when requesting a single day of vacation?  
A1. The procedure for requesting a single day of vacation will be consistent with the requirements set forth in Rule 33 for scheduling the “choice holiday.” However, Q&A 1 and 2 of the Agreed Upon Questions and Answers to Rule 33, dated June 6, 1983, are not applicable to single day vacations.
- Q2. Must the Carrier allow the request made by an employee to observe a single day of vacation?  
A2. Yes, consistent with the requirements of service and procedures set forth in Rule 33 for scheduling the “choice holiday.” However, Q&A 1 and 2 of the Agreed Upon Questions and Answers relative to Rule 33, dated June 2, 1983, are not applicable to single day vacations.
- Q3. Does the term “local officials” as used in paragraph (f) include Division Presidents, Secretaries/Treasurers, and Legislative Representatives who may be required to lose time from their assignments due to union obligations?  
A3. No. Local Officials are limited to working General Chairmen, Vice General Chairmen, Regional Chairmen, Secretary/Treasurer of the General Committee of Adjustment, Local Chairmen, and State Legislative Board Chairmen.
- Q4. In application of the “single day rule,” how many days of single day vacations is an employee permitted to take?  
A4. Five (5) days will be allowed in single day increments.
- Q5. In the application of the “single day rule,” can the employee elect to take vacation in periods of two (2), three (3), or four (4) days, rather than single day increments?  
A5. Yes.
- Q6. What rate of pay is due a Passenger Engineer taking a single day of vacation?  
A6. A Passenger Engineer will be paid 1/5th of his/her weekly vacation allowance for each single day of vacation.

**RULE 28 – BENEFITS**

- a. Health & Welfare Benefits, Early Retirement Major Medical Expense Benefits, Dental Benefits and Off-Track Vehicle Insurance will be allowed to qualified Passenger Engineers as provided in the following standard national policies or the equivalent thereof:

United HealthCare (former Travelers) Policy GA-23000  
United HealthCare (former Travelers) Policy GA-46000  
Aetna Life and Casualty Co. Policy GP-12000  
Connecticut General Policy 0386430-06



**Note:** The source for paragraph (a) is Rule 28 of the October 26, 1982 Agreement.

- b. The equivalent benefits provided under Rule 28 will be continued, subject to any changes resulting from the Arbitration Agreement dated May 19, 1986.

**Note:** The source for paragraph (b) is Article IX of the June 2, 1988 Agreement, and the reference is to the Award of Arbitration Board No. 458, involving the Brotherhood of Locomotive Engineers and the National Carriers' Conference Committee.

- c. It is agreed that the benefit levels and other health and welfare provisions, including, but not limited to, those relating to eligibility, delivery of medical services, cost-sharing, and cost containment, in the 1988 round of negotiations between the National Carriers' Conference Committee and the signatory organization will be applicable to this agreement except as provided below.

**Note:** The source for paragraph (c) is Article III of the August 3, 1992 Settlement in NMB Case No. A-12290. The exceptions contained therein can be found in Appendix "A".

- d. Amtrak will establish a 401(k) tax-deferred retirement savings plan <sup>71</sup> for its eligible employees represented by the Organization, subject to the following provisions:
  - 1. The plan will be effective July 1, 1994, or as soon thereafter as possible. Eligible employees may make contributions as provided in the Plan through payroll deduction.
  - 2. An eligible employee is an active employee who has completed one year of service as defined in the Plan.
  - 3. Participation in the Plan by any eligible employee shall be voluntary.
  - 4. There will be no contributions to the Plan by Amtrak.
  - 5. Amtrak will take such actions as may be prudent or required by law to maintain the tax qualified status of the Plan.
- e. Passenger Engineers will be governed by the terms of the Trauma Team Agreement signed on December 7, 1995, and of the Critical Assistance and Response for Employees ("CARE") Policy, as set forth in Appendix "F".
- f. BLE and Amtrak shall adopt and implement elements of the current Occupational Health/On-Duty Injury Project, designed to deliver quality, more cost effective medical care and rehabilitation services. The parties further agree to cooperate in the establishment of a

joint union/management committee to review processes to facilitate employees returning work, as may be further necessary.<sup>72</sup> (See Appendix “G” for provisions of the “Right Care ... Day One” program, effective January 1, 2001.)

- g. Effective April 1, 2001, the dental plan benefits provided to full time employees are modified to include benefit changes contained in the 1996 National Agreements between the participating carriers represented by the National Carriers’ Conference Committee and the employees represented by BLE.
- h. Amtrak will establish a Vision Care Plan to provide specified vision care benefits to all full time employees covered by the Amtrak/BLE Agreement and their dependents, to become effective July 1, 2001, and to continue thereafter as part of the collective bargaining agreement and subject to provisions of the Railway Labor Act, as amended, with benefit levels no less than those contained in the 1996 National Agreements between participating carriers represented by the National Carriers’ Conference Committee and the employees represented by BLE.
- i. Effective April 1, 2001, the Dental Plan, AmPlan Medical Plan and Vision Care Plan are amended to provide that for an Eligible Employee (as defined in each respective Plan) to continue to be covered by the Plan during any calendar month by virtue of rendering compensated service or receiving vacation pay in the immediately preceding calendar month (the “qualifying month”), such employee must have rendered compensated service on, or received vacation pay for, an aggregate of at least seven (7) calendar days during the applicable qualifying month. Existing Plan provisions pertaining to eligibility for and termination of coverage not specifically amended by this paragraph shall continue in effect.

Eligibility criteria in effect on December 31, 1995, governing the plans referenced in this paragraph shall continue to apply to employees represented by the organization who hold positions as working General Chairmen, Local Chairmen, and State Legislative Board Chairmen (“local officials”). (Also see Rule 27, Q&A #3.) In other words, the changes in eligibility as set forth in this paragraph are not intended to revise eligibility conditions for local officials. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.

**Note:** Paragraphs (g) through (i) are adopted from the October 23, 2000 Letter of Understanding with respect to the “Right Care ... Day One” program. See Appendix “A” for coverage details.

- j. Effective January 1, 2002, pursuant to enactment of “The Railroad Retirement and Survivors’ Improvement Act of 2001,” P.L. 107-90, the AmPlan Early Retirement Major Medical Benefit Plan is amended, consistent with changes in the National Freight Early Retirement Major Medical Benefit Plan (GA-46000), (1) to provide that eligibility for Early Retirement Plan coverage will commence at age 60 rather than at age 61, and (2) to provide

that the Early Retirement Plan Lifetime Maximum Benefits of \$75,000 will increase with the medical cost component of the CPI.<sup>73</sup>

### **RULE 29 – UNION SHOP**

- a. Subject to the terms and conditions below, all Passenger Engineers will, as a condition of their continued employment, hold or acquire union membership in any one of the labor organizations, national in scope, organized in accordance with the Railway Labor Act, and admitting Passenger Engineers to membership. Nothing herein will prevent any Passenger Engineer from changing union membership from one organization to another organization admitting Passenger Engineers to membership.
- b. Passenger Engineers will join any one of the labor organizations, described in paragraph “a” of this Rule, within 60 calendar days of the date on which they complete 30 days of compensated service as Passenger Engineers within 12 consecutive calendar months, and will retain such membership during the time they are employed as Passenger Engineers, except as otherwise provided herein.
- c. When Passenger Engineers are regularly assigned to official or subordinate official positions or are transferred to regular assignments in another craft, they will not be compelled to maintain membership as provided herein, but may do so at their own option.
- d. Nothing herein will require a Passenger Engineer to become or remain a member of the Brotherhood of Locomotive Engineers if membership is not available to him upon the same terms and conditions as apply to any other member, or if his membership is denied or terminated for any reason other than his failure to tender the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. The dues, initiation fees and assessments referred to herein mean indebtedness accruing for these items.
- e. The Brotherhood of Locomotive Engineers will keep account of Passenger Engineers and will independently ascertain whether they comply with union membership requirements.
- f. The General Chairman of the Brotherhood of Locomotive Engineers will notify the appropriate Labor Relations officer in writing of any Passenger Engineer whose employment he requests be terminated because of the Passenger Engineer’s failure to comply with union membership requirements. Upon receipt of such notice and request, the Corporation will, as promptly as possible but within 10 calendar days of such receipt, notify the Passenger Engineer concerned in writing by registered or certified mail, return receipt requested, sent to his last known address, or sent by receipted personal delivery, that he is charged with failure to comply with the union membership requirements. A copy of the notice will be given to the General Chairman. Any Passenger Engineer so notified who disputes the charge that he has failed to comply with union membership requirements will, within 10 calendar

days from the date of such notice, request the Corporation in writing to accord him a formal hearing. Such a request will be honored by the Corporation and a date set for the formal hearing as soon as possible, but within 10 calendar days of the date of the receipt of the request. A copy of the notice of such formal hearing will be given to the General Chairman. The receipt by the Corporation of a request for a hearing will stay action on the request by the General Chairman for termination of the Passenger Engineer's employment until the formal hearing is held and the final decision is rendered. If the Passenger Engineer concerned fails to request a formal hearing as provided for herein, the Corporation will proceed to terminate his employment at the end of 30 calendar days from receipt of the request from the General Chairman, unless the Corporation and the Brotherhood of Locomotive Engineers agree otherwise in writing.

- g. The Corporation will determine on the basis of evidence produced at the formal hearing whether or not the Passenger Engineer has complied with the union membership requirements, and will render a decision accordingly. Such a decision will be rendered within 10 calendar days of the hearing date, and the Passenger Engineer and the General Chairman will be promptly notified. A transcript of the hearing will be furnished to the General Chairman. If the decision is that the Passenger Engineer has not complied with union membership requirements, his employment as a Passenger Engineer will be terminated within 10 calendar days of the date of the decision, unless the Corporation and the Brotherhood of Locomotive Engineers agree otherwise in writing. If the decision of the Corporation is not satisfactory to the Passenger Engineer or to the Brotherhood of Locomotive Engineers, it may be appealed in writing directly to the highest officer of the Corporation designated to handle appeals. Such appeal must be received within 10 calendar days of the date of decision appealed from, and the decision on such an appeal will be rendered within 20 calendar days of the date the appeal is received. The decision by the highest appeals officer of the Corporation designated to handle appeals will be final and binding unless, within 30 calendar days thereafter, the Corporation is notified in writing that the decision is unsatisfactory, and in such event, the dispute may be submitted to a tribunal having jurisdiction within six months of the date of such decision. A representative of the Brotherhood of Locomotive Engineers will have the right to be present at and participate in any hearing which involves the Brotherhood of Locomotive Engineers.
- h. The discipline rule will not apply to union membership requirement cases.
- i. Nothing herein will be used as a basis for time or money claims against the Corporation.

### **RULE 30 – DUES DEDUCTION**

- a. Subject to the conditions herein set forth, the Corporation will withhold and deduct from wages due Passenger Engineers represented by the Brotherhood of Locomotive Engineers and Trainmen amounts equal to periodic dues, assessments and insurance premiums (not

including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Brotherhood of Locomotive Engineers and Trainmen.

- b. No such deduction will be made except from the wages of a Passenger Engineer who has executed and furnished to the Corporation a written assignment, in the manner and form herein provided, of such periodic dues, assessments and insurance premiums. Such assignment will be on the form specified in Attachment "A" and will, in accordance with its terms, be irrevocable for one (1) year from the date of its execution.
- c. Deductions as provided for herein will be made by the Corporation in accordance with a deduction list furnished by the Secretary-Treasurer of the Local Division of the Brotherhood of Locomotive Engineers and Trainmen in the form specified in Attachment "B", which may be changed by the Corporation as conditions require. Such list will be furnished to the Director, Payroll Operations, separately for each Local Division. Thereafter, a list containing any additions or deletions of names, or changes in amount, will be so furnished to the Corporation on or before the 20th day preceding the month in which the deduction will be made.
- d. Deductions as provided for herein will be made monthly by the Corporation from wages due Passenger Engineers for the first biweekly pay period (or corresponding period for those paid on a weekly basis) which ends in each calendar month, and the Corporation will pay, by draft, to the order of the General Committee of Adjustment of the Brotherhood of Locomotive Engineers and Trainmen, the total amount of such deductions, on or before the 10th day of the month following the month in which such deductions are made. With said draft, the Corporation will forward to the said General Committee of Adjustment of the Brotherhood of Locomotive Engineers and Trainmen a list setting forth any scheduled deductions which were not made, and will provide a copy of said list to the Secretary-Treasurers of the Local Divisions of the Brotherhood of Locomotive Engineers and Trainmen.
- e. No deduction will be made from the wages of any Passenger Engineer who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance herewith, after all deductions for the following purposes have been made:
  - 1. Federal, State, and Municipal Taxes;
  - 2. Other deductions required by law, such as garnishment and attachments;
  - 3. Amounts due Corporation.
- f. Responsibility of the Corporation will be limited to remitting to the Brotherhood of Locomotive Engineers and Trainmen amounts actually deducted from the wages of Passenger Engineers as outlined herein, and the Corporation will not be responsible financially or otherwise for failure to make proper deductions. Any question arising as to the correctness of the amount deducted will be handled between the Passenger Engineer involved and the Brotherhood of Locomotive Engineers and Trainmen, and any complaints

against the Corporation in connection therewith will be handled by the Brotherhood of Locomotive Engineers and Trainmen on behalf of the Passenger Engineer concerned.

- g. A Passenger Engineer who has executed and furnished to the Corporation an assignment may revoke said assignment by executing the revocation form specified herein within fifteen (15) days after the end of the year, but if the Passenger Engineer does not so revoke the assignment, it will be considered as re-executed and may not be revoked for an additional period of one (1) year, and the re-executed assignment will similarly continue in full force and effect and be considered as re-executed from year to year unless and until the Passenger Engineer executes a revocation form within fifteen (15) days after the end of any such year. Revocation of assignment will be in writing and on the form specified in Attachment "C", and both the assignment and revocation of assignment forms will be reproduced and furnish as necessary by the Brotherhood of Locomotive Engineers and Trainmen without cost to the Corporation. The Brotherhood of Locomotive Engineers and Trainmen will assume the full responsibility for the procurement of the execution of said forms by Passenger Engineers, and for the delivery of said forms to the Corporation. Assignment and revocation of assignment forms will be delivered with the deduction list herein provided for to the Corporation not later than the 20th of the month preceding the month in which the deduction or the termination of the deduction is to become effective.

**Note:** The one (1) year prohibition against revocation of the Wage Assignment Authorization referred to in this paragraph (4)(g) has no application to a Passenger Engineer who is changing union membership under the provisions of paragraph (a) of Rule 29, Union Shop.

- h. No part of this Rule will be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any Passenger Engineer, and no provision herein or any other provision of the agreement between the Corporation and the Brotherhood of Locomotive Engineers and Trainmen will be used as a basis for grievance or time claim by or in behalf of any Passenger Engineer predicated upon any alleged violation of, or misapplication or noncompliance with, any provisions of this Rule.
- I. The Brotherhood of Locomotive Engineers and Trainmen will indemnify, defend and save harmless the Corporation from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Rule.

ATTACHMENT “A”

WAGE DEDUCTION AUTHORIZATION  
NATIONAL RAILROAD PASSENGER CORPORATION  
AND  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAIN MEN

Print Name	(Last Name,	First Name,	Initial,	Employee No.)
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Home Address	(Street and No.,	City,	State	Zip Code)
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DIRECTOR PAYROLL OPERATIONS  
NATIONAL RAILROAD PASSENGER CORPORATION

I hereby assign to the Brotherhood of Locomotive Engineers and Trainmen that part of my wages necessary to pay periodic dues, assessments and insurance premiums (not including fines and penalties) as certified to the Corporation by the Secretary-Treasurer of the Local Division of the Brotherhood of Locomotive Engineers and Trainmen as provided in the Dues Deduction Rule, entered into by the Corporation and the Brotherhood of Locomotive Engineers and Trainmen effective on January 1, 1983, and authorize the Corporation to deduct such from my wages and pay it over to the General Committee of Adjustment of the Brotherhood of Locomotive Engineers and Trainmen in accordance with the Deduction Agreement.

Date	Signature	Division Number
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ATTACHMENT “B”

INSTRUCTION FOR UNION DUES DEDUCTION FORM

Forms must be received by the end of the prior month before month to be deducted.

Item   Field

- |   |                        |                               |  |
|---|------------------------|-------------------------------|--|
| 1 | Action                 | – ‘C’ =<br>– ‘D’ =<br>– ‘R’ = | Correction/Change to the amount to be deducted<br>Deactivate deduction<br>Reactivate deduction |
| 2 | Employee Name          | –                             | Enter employee’s full name   |
| 3 | Social Security Number | –                             | Enter employee’s social security number  |
| 4 | Deduction              | –                             | Enter the amount to be deducted  |

NOTE:      New member deductions will not be honored unless a properly prepared Wage Deduction Authorization Form, signed by the employee, is received by the Director, Payroll Operations. A revocation form is necessary when transferring from one labor organization to another and should accompany this form.



NATIONAL RAILROAD PASSENGER CORPORATION

PAYROLL DEDUCTION MAINTENANCE FORM

DATE: \_\_\_\_\_

TO: Director, Payroll Operations

FROM:

SUBJECT: Union Dues Deduction

Please deduct monthly the amount shown opposite the name of each employee listed beginning with the payroll month of \_\_\_\_\_, 20\_\_\_\_. If you have been previously advised to make a deduction from the employee listed, the amount shown will be a correction in the amount to be deducted.

ACTION	EMPLOYEE NAME	SOCIAL SECURITY NUMBER	DEDUCTION
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WAGE ASSIGNMENT REVOCATION  
NATIONAL RAILROAD PASSENGER CORPORATION  
AND  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

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Print Name (Last,	First,	MI	Employee No.)
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Home Address (Street and No.,	City,	State,	Zip)
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DIRECTOR, PAYROLL OPERATIONS  
NATIONAL RAILROAD PASSENGER CORPORATION:

Effective in the next calendar month, I hereby revoke the Wage Assignment Authorization now in effect assigning to the Brotherhood of Locomotive Engineers and Trainmen that part of my wages necessary to pay my periodic dues, assessments and insurance premiums (not including fines and penalties), and I hereby cancel the Authorization.

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Date	Signature	Division Number
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### **RULE 31 – MEAL PERIOD**

- a. Passenger Engineers engaged in switching and classification service will be allowed 20 minutes for lunch without deduction in pay. The lunch period must be given and completed within four and one-half and six (6) hours after starting work. In the event conditions do not allow the lunch period to be taken between and four and one-half and six hours after starting work, the Passenger Engineers will be paid an additional 20 minutes at the straight-time rate and will be allowed a 20-minute lunch period as soon as conditions permit.
- b. Passenger Engineers in work, wire, wreck, construction, and snow plow service will be given a reasonable time to eat during their trip or tour of duty.

### **RULE 32 – HOLIDAYS**

#### **Regularly Assigned Passenger Engineers**

- a. Each regularly assigned Passenger Engineer who meets the qualifications set forth in paragraph “c” hereof will receive eight (8) hours’ pay at the straight-time rate for each of the following enumerated holidays:

New Year’s Day  
President’s Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Veterans Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day

Only one eight (8) hour payment will be paid for the holiday, irrespective of the number of trips or tours of duty worked.

**Note:** When any of the above-listed holidays falls on Sunday, the date observed by the Nation will be considered the holiday.

- b. Any regularly assigned Passenger Engineer who works on any of the holidays listed in paragraph “a” will be paid at the rate of time and one-half for all services performed on the holiday. Not more than one time and one-half payment will be allowed, in addition to the one eight (8) hour holiday payment, for service performed during a single trip or tour of duty on a holiday which is also a workday or a vacation day.

- c. To qualify, a regularly assigned Passenger Engineer must be available for or perform service as a regularly assigned Passenger Engineer on the workdays immediately preceding the following such holiday, and if his assignment works on the holiday, he must fulfill such assignment. However, a regularly assigned Passenger Engineer whose assignment is annulled, canceled or abolished, or a regularly assigned Passenger Engineer who is displaced from a regular assignment as a result thereof is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay, provided he does not lay off on any of such days and makes himself available for service on each of such days, excepting the holiday in the event the assignment does not work on the holiday. If the holidays fall on the last day of his work week, the first workday following his “days off” will be considered the workday immediately following. If the holiday falls on the first workday of his work week, the last workday of the preceding work week will be considered the workday immediately preceding the holiday. When one or more designated holidays fall during the vacation period of a Passenger Engineer, the qualifying days for holiday pay purposes will be his workdays immediately preceding and following the vacation period.

**Note:** A regularly assigned Passenger Engineer who qualified for holiday pay under paragraph (c) will not be deprived thereof by reason of changing from one regular assignment to another regular assignment on the workday immediately preceding or following the holiday or on the holiday.

- d. Nothing in this Rule will be considered to create a guarantee or to restrict the right of the Corporation to annul assignments on the specified holidays.
- e. The terms “workday” and “holiday” refer to the day to which service payments are credited.

Passenger Engineers Assigned to an Extra Board

- f. Each Passenger Engineer assigned to an extra board who meets the qualifications provided in paragraph (g) will receive eight (8) hours’ pay at the straight-time rate on any of the following enumerated holidays:

New Year’s Day  
President’s Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Veterans Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day

Only one eight (8) hour payment will be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday, the allowance of one eight (8) hour payment will be at the rate of pay of the first tour.

**Note:** When any of the above-listed holidays falls on Sunday, the day observed by the Nation will be considered the holiday.

- g. To qualify, a Passenger Engineer assigned to an extra board must perform service or be available for service on the full calendar day of the holiday and on the full calendar days immediately preceding and immediately following the holiday.

**Note 1:** A Passenger Engineer assigned to an extra board whose service status changes from a Passenger Engineer assigned to an extra board to a regularly assigned Passenger Engineer, or vice versa on one of the qualifying days, will receive the basic day's pay provided in paragraph "f", provided (1) he meets qualifications set forth in paragraph (g) on the day or days he is a Passenger Engineer assigned to an extra board, and (2) he meets the qualifications set forth in paragraph (b) on the day or days he is a regularly assigned Passenger Engineer, provided further, that a regularly assigned Passenger Engineer who voluntarily changes his service status to a Passenger Engineer assigned to an extra board on any of the three qualifying days will not be entitled to receive the pay provided for in paragraph "f".

**Note 2:** A Passenger Engineer assigned to an extra board will be deemed to be available if he is ready for service and does not lay off of his own accord.

**Note 3:** When one or more designated holidays fall during the vacation period of a Passenger Engineer assigned to an extra board, his qualifying days for holiday pay purposes will be his workdays immediately preceding and following the vacation period.

- h. Any Passenger Engineer assigned to an extra board who works on any of the holidays listed in paragraph "f" will be paid at the rate of time and one-half for all services performed on the holiday. Not more than one time and one-half payment will be allowed, in addition to the one eight (8) hour holiday payment, for service performed during a single tour of duty on a holiday.
- i. The terms "calendar day" and "holiday" on which service is performed refer to the day to which service payments are credited.

### **Q & A's – RULE 32 – HOLIDAYS**

- Q1. If a Passenger Engineer on the Extra Board performs service on the day before, after and on the holiday and subsequently is called for another tour of duty on that same day and is not available, will he be disqualified from receiving holiday pay?
- A1. No. **Agreed: 6/23/83**

### **RULE 33 – CHOICE HOLIDAY**

Passenger Engineers covered by this Agreement will receive a “choice holiday” as an eleventh holiday, in lieu of a workday, subject to the qualifying requirements of the Holiday Rule, except that they will not be required to work or to be available for work on the “choice holiday” to qualify for holiday pay for such “choice holiday” if they so elect. Such day will be selected by the Passenger Engineer, consistent with the requirements of service, upon forty-eight (48) hours’ advance notice to the Corporation. The “choice holiday” request must be made before October 12 of each year. Failing to do so, such “choice holiday” will be assigned by management.

**Note:** A Passenger Engineer involved in an accident resulting in a loss of human life will be entitled to utilize a vacation day(s) or holiday(s) for personal reasons related to the accident. For the purposes of this provision, the Passenger Engineer will be allowed to take vacation in less than a one (1) week segment. Nothing in this rule will serve to modify the provisions of Rule 32(b) or (h) regarding payment for working on a holiday. <sup>74</sup> See Appendix “F” – Trauma Team Agreement / CARE Program provisions where a critical incident is involved.

### **Q & A's – RULE 33 – CHOICE HOLIDAY**

- Q1. Does an employee have a demand right to work his choice holiday?
- A1. Yes. **Agreed: 6/23/83**
- Q2. If a man takes a choice holiday and works the day, will he be paid at the time and one-half rate for all service performed plus eight (8) hours pay for the holiday? (BLE 3/22/83)
- A2. Yes, if he fulfills qualifying requirements for the holiday pay as set forth in Rule 32. **Agreed: 6/23/83**

### **RULE 34 – CONFERENCES**

Conferences between officers of the Corporation and duly accredited representatives will be held without cost to the Corporation. When duly accredited representatives are required to report for a conference at the direction of the Corporation, they will be compensated for the time engaged in the conference, with a minimum of four hours.

### **RULE 35 – SEVERABILITY**

If any Rule or provision of this Agreement is at any time determined to be in conflict with any law, such Rule or provision will continue in effect only to the extent permitted by law. If any Rule or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability will not affect or impair any other term or provision of this Agreement.

### **RULE 36 – SHORTAGE ADJUSTMENT**

When a Passenger Engineer's actual earnings are short one day or more, adjustment will be made upon request.

### **RULE 37 – STARTING TIMES**

- a. Regularly assigned Passenger Engineers engaged in switching and classification service will each have a fixed starting time which will not be changed without at least 48 hours' advance notice.
- b. Where three eight-hour shifts are worked in continuous service, the time for an assignment on the first shift to begin work will be between 6:00 am and 10:00 am, the second shift, 2:00 pm and 6:00 pm, and the third shift, 10:00 pm and 2:00 am.
- c. Where two shifts are worked in continuous service, the time for an assignment on the first shift to begin work will be during any one of the periods named in paragraph "b".
- d. Where two shifts are not worked in continuous service, the time for an assignment on the first shift to begin work will be between the hours of 6:00 am and 11:00 am, and on the second shift, not later than 2:00 am.
- e. At points where there is only one regular yard assignment, the assignment may be started at any time subject to paragraph "a".
- f. Where an independent assignment is worked regularly, the assignment may be started during one of the periods provided for in paragraph "b" or "d".
- g. An extra yard assignment may be started during one of the periods provided for in paragraph "b" or "d".
- h. If a Passenger Engineer is started at a time other than provided for in paragraph "b" or "d", he will be paid from the last permissible starting time until released from duty.

### **RULE 38 – RELIEF DAY WORK** <sup>75</sup>

- a. Employees on regular assignments who desire to work on the relief day(s) of their assignments after the extra board at the crew base is exhausted shall so notify the Crew Dispatcher at least 24 hours prior to the commencement of the relief days of his assignment. There shall be a separate relief day list at any crew base where an extra board is established. An employee may mark upon the Relief Day List at the crew base where his regular assignment starts and finishes.
- b. Employees who fail to accept a call when contacted will not be allowed to mark up on the Relief Day List for thirty (30) days.
- c. Employees marked up on such supplemental board will be called in seniority order for the assignments they are qualified to work. However, an employee will not be considered if he will be unavailable due to the hours of service to work his regular assignment.
- d. Passenger Engineers called under this rule will be paid at the time and one-half rate, with a minimum of eight (8) hours, provided he worked all the hours of his regular assignment in the same work week.

### **RULE 39 – HOURS OF SERVICE** <sup>76</sup>

An employee who is unable to work his or her regular assignment as a result of the off-duty time requirements of the Hours of Service Act will be allowed the earnings of the missed assignment for the calendar day, with a maximum of eight (8) hours' pay.

### **RULE 40 – MILITARY TRAINING** <sup>77</sup>

When employees assigned to regular and/or extra board positions who are members of the Reserves or National Guard are required to be absent from work for the purpose of annual summer training exercises, they shall be paid the actual time lost during their regular workdays or workweeks (maximum of eight (8) hours' pay at the straight time rate of their positions for each day lost). Compensation received by the employees for other than meals, lodging or transportation, shall be remitted to the corporation. Such employees must furnish the corporation with a statement signed by their Commanding Officer for compensation paid and the days on which such military training service was performed.

### **RULE 41 – TERMINATION OF SENIORITY** <sup>78</sup>

The seniority of any new employee\* whose seniority in engine or train service is established after June 2, 1988, and who is furloughed for 365 consecutive days will be terminated if such



employee has less than three (3) years of seniority. The 365 consecutive day period referenced herein will not include any period in which an employee is furloughed from Amtrak as a Passenger Engineer but working in train service or another engine service craft for Amtrak.

- \* The term “new employee” as used above does not include those applicants for Amtrak employment in the respective work zone application pools.

#### **RULE 42 – AUTHORIZED ABSENCE** <sup>79</sup>

- a. Employees shall not absent themselves from their assigned positions for any cause without first properly notifying the Company.
- b. Employees who absent themselves from work for fifteen (15) days without notifying the Company shall be considered as having resigned from the service and will be removed from the seniority roster, unless they furnish the Company evidence of medical incapacity, as demonstrated by a release signed by a medical doctor, or that circumstances beyond their control prevented such notification.
- c. Passenger Engineers will be notified ten (10) days in advance of the intended action, by certified mail, return receipt requested, to their last known address, with a copy provided to the General Chairman.

#### **RULE 43 – CERTIFICATION ALLOWANCE** <sup>80</sup>

Passenger Engineers shall be paid a certification allowance of five dollars (\$5.00) per day, effective August 1, 1998.

#### **Q & A's – RULE 43 – CERTIFICATION ALLOWANCE**

- Q1. What is the effective date for the commencement of payment of the \$5.00 certification allowance?
- A1. August 1, 1998.
- Q2. Who is eligible to receive the certification allowance?
- A2. A certified locomotive engineer who performs service in that capacity. Thus, for example, the certification allowance would be payable to a certified locomotive engineer who is:
  - working as a pilot;
  - doing a check ride on a simulator;
  - doing a territory familiarization trip;
  - working full time as a Locomotive Engineer Training Program Instructor.

- Q3. On what basis is the certification allowance payable?  
A3. The certification allowance is payable for each start made as a certified locomotive engineer in yard and/or road service. See also Q & A 2.
- Q4. What is the amount of the certification allowance?  
A4. The certification allowance is \$5.00 per start. There is no overtime component.
- Q5. Is the certification allowance payable on any calendar day during which an eligible employee does not have a start?  
A5. No. The certification allowance is not payable on any calendar day during which an eligible employee does not have a start, irrespective of whether the employee is paid for that day. Thus, the certification allowance is not payable in the following examples (which assume in each case that the employee did not have a start during that calendar day):
- Deadheading
  - Personal Leave days
  - Holidays
  - Bereavement Leave
  - Jury Duty
  - Paid days for attending court, inquests, investigations, safety/training sessions, etc.
  - Day for which penalty payments are made such as:
    - Payments made when an engineer is called and released without actually operating a train, run arounds, etc.
    - Payments made under the Held Away From Home Terminal rules.
- Q6. A certified locomotive engineer's run starts at 4:00 p.m. on Day One and is completed at 1:00 a.m. the next day (Day Two). What certification allowance is payable to that employee?  
A6. The employee is paid one \$5.00 allowance for the start on Day One.
- Q7. A certified locomotive engineer's run starts on Day One and is completed before midnight. Employee is deadheaded in combination service back to his home terminal and the deadhead is completed on Day Two. What certification allowance is payable to that employee?  
A7. The employee is paid one \$5.00 allowance for the start on Day One.
- Q8. A certified locomotive engineer starts and completes his run on Day One but is held on duty past midnight for testing under FRA alcohol and drug rules. What certification allowance is payable to that employee?  
A8. The employee is paid one \$5.00 allowance for the start on Day One.
- Q9. A certified locomotive engineer is called for a 12:01 a.m. assignment on Day One, but reports fifteen (15) minutes early to perform an engine inspection. What certification allowance is payable to that employee?  
A9. The employee is paid one \$5.00 allowance for the Day One start.

- Q10. A certified locomotive engineer starts his run on Day One and ties up at 11:55 p.m. on that same day, but completes reports until 12:05 a.m. on Day Two. What certification allowance is payable to that employee?
- A10. The employee is paid one \$5.00 allowance for the Day One start.
- Q11. A certified locomotive engineer starts and completes two (2) assignments during the same calendar day. What certification allowance is payable to that employee?
- A11. The employee is paid one \$5.00 allowance for each start, or a total of \$10.00.
- Q12. A certified locomotive engineer starts his run at 4:00 p.m. on Day One and ties up at 1:00 a.m. on Day Two at the completion of that tour of duty. That employee is then called for an assignment on Day Two at 1:00 p.m. which ties up at 10:00 p.m. What certification allowance is payable to that employee?
- A12. The employee is paid one \$5.00 allowance for the start on Day One, and a second \$5.00 allowance for the start on Day Two.
- Q13. What certification allowance is payable to a certified locomotive engineer for a start for which he is compensated for two or more basic days under agreement rules?
- A13. The employee is paid one \$5.00 allowance for that start.
- Q14. Are certification allowance payments received by a certified locomotive engineer included in his compensation for purposes of computing vacation pay entitlement?
- A14. Yes, when such vacation pay entitlement (for each week) is calculated on the basis of 1/52 of the previous calendar year's compensation. If the vacation pay entitlement (for each week) is paid at the rate of the last service rendered, however, certification allowance payments received would not be taken into account because such allowance payments do not constitute an element of the pay rate.
- Q15. Are certification allowance payments credited toward guarantees in protective agreements or arrangements?
- A15. Yes, so long as the certification allowance is included for purposes of calculating Test Period Earnings for employees protection purposes under existing protective agreements or arrangements.
- Q16. Are certification allowance payments included for purposes of calculating Test Period Earnings for employee protection purposes under existing protective agreements or arrangements?
- A16. Yes.
- Q17. Is the certification allowance payable in addition to payments required under existing rules for special allowances, differentials, arbitraries, and penalties?
- A17. Yes.

**RULE 44 – RATE PROGRESSION – NEW HIRES** <sup>81</sup>

In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee in the service covered by this agreement whose seniority in engine or train service is established on or after June 2, 1988, will be 75% of the rate for present employees and will increased in increments of five percentage points for each year of active service in engine and/or train service until the new employee's rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of eighty (80) or more tours of duty. Letter No. 8 to the October 26, 1982 Agreement will not apply to employees while being paid under this Rule.

Note: This Rule does not apply to applicants for Amtrak employment in the respective Off-Corridor work zone application pools for the train and engine service crafts. In addition, this Article will not apply to train and engine service employees hired from other railroads in the future assumption of service.

(Original Labor Agreement) Signed at Washington, DC, this 26th day of October 1982.  
(ORIGINAL SIGNATURES OMITTED)

Updated in this codification as of May 5, 2005.

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

(ORIGINAL SIGNED BY)

Larry C. Hriczak  
Director – Labor Relations

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS  
AND TRAINMEN

(ORIGINAL SIGNED BY)

Mark B. Kenny  
General Chairman

## **SIDE LETTERS**

<b>Document</b>	<b>Description</b>
Side Letter 3	Combination of Road and Yard Service
Side Letter 4	Amtrak Baseball-Type Hats
Side Letter 6	Overtime in Commuter Service
Side Letter 7	§1165 Rights for Commuter Railroads
Side Letter 8	110.4% Differential
Side Letter 11	Supplying Locomotives

October 26, 1982  
Letter No. 3 – Combination of Road and Yard Service

Mr. W. J. Wanke  
First Vice President  
Brotherhood of Locomotive Engineers  
1116 BLE Building  
1365 Ontario Avenue  
Cleveland, OH 44144

Dear Mr. Wanke:

This has reference to our discussions during negotiation of Rule 3 “Classification and Basis of Pay” of the Agreement signed this date. During such discussions, the parties agreed to the establishment of one class of employee, “Passenger Engineer” for all Amtrak service and the establishment of a single hourly rate of pay for all such employees.

In the establishment of such single, or common, basis of pay, it was understood:

1. Regular assignments which contemplate a combination of traditional road passenger work and traditional road freight and/or yard work may be established. It is understood that the provisions of Rule 6(l) will apply. The rule is not intended to result in the reduction of regular assignments. To the extent practical, the present grouping of traditional road passenger and traditional road freight and/or yard crews will be maintained.<sup>82</sup>
2. Road Passenger Engineers may be required to perform any work necessary in the handling of cars of their own train or trains, provided that setting off or picking up such cars will be limited to straight moves.
3. Yard Passenger Engineers may perform any service covered by the provisions of this Agreement, but will not be used to perform service outside the limits of their crew base except in emergency situations. If Yard Passenger Engineers are sent outside of their crew base in an emergency to assist in the movement of a train, they may advance the train only toward their crew base and may perform any service relating to the movement of the train, including intermediate station stops.

Very truly yours,  
(ORIGINAL SIGNED BY)  
G. F. Daniels  
Vice President - Labor Relations

I concur.

*(ORIGINAL SIGNED BY)*

W. J. Wanke

First Vice President

**Note:** Letter #3 to the October 26, 1982 Agreement does not apply to the points covered in the December 23, 1985 Memorandum of Understanding, except at Chicago (Working Zone 4).<sup>83</sup>

October 26, 1982  
Letter No. 4 – Amtrak Baseball-Type Hats

Mr. W. J. Wanke  
First Vice President  
Brotherhood of Locomotive Engineers  
1116 BLE Building  
1365 Ontario Avenue  
Cleveland, OH 44114

Dear Mr. Wanke:

During negotiation of the Agreement dated October 26, 1982, it was agreed that Amtrak will provide all Passenger Engineers with a baseball type hat that identifies them as “Amtrak Passenger Engineers.”

It was further agreed that the Brotherhood of Locomotive Engineers would participate in the selection and design of the hat and that a Passenger Engineer will not be required to wear such hat while on duty.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,  
(ORIGINAL SIGNED BY)  
G. F. Daniels  
Vice President - Labor Relations

I concur  
(ORIGINAL SIGNED BY)  
W. J. Wanke  
First Vice President



October 26, 1982  
Letter No. 6 – Overtime in Commuter Service

Mr. W. J. Wanke  
First Vice President  
Brotherhood of Locomotive Engineers  
1116 BLE Building  
1365 Ontario Avenue  
Cleveland, OH 44114

Dear Mr. Wanke:

This will confirm the understanding reached during the negotiation of the Agreement dated October 26, 1982.

In the event Amtrak assumes operation of commuter trains or acts for or on behalf of commuter agencies in the operation of commuter trains, the following rule will be effective with respect to Passenger Engineers employed in the operation of such trains:

Passenger Engineers whose assignment includes short turnaround passenger runs, no single trip of which is scheduled to exceed two (2) hours, will be paid overtime for all time actually on duty, or held for duty, in excess of eight (8) hours (computed on each run from the time required to report for duty to the end of that run) within nine (9) consecutive hours. Time will be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one (1) hour.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,  
(ORIGINAL SIGNED BY)  
G. F. Daniels  
Vice President - Labor Relations

I concur  
(ORIGINAL SIGNED BY)  
W. J. Wanke  
First Vice President

### **Q & A - LETTER NO. 6**

Q1. Can Passenger Engineers covering the Maryland DOT Commuter Service assignments who are under pay (continuous time) during their layover at Washington be used to perform protect service?

A1. Yes. **Agreed: 6/23/83**

Q2. A Passenger Engineer whose assignment includes operation of trains in commuter service under Letter No. 6 operates the first leg of his assignment from 6:00 am to 8:00 am and after an eight (8) hour layover, operates the final leg of his assignment from 4:00 pm to 6:00 pm. How will such Passenger Engineer be compensated.

A2. Eight (8) hours at the straight time rate and three (3) hours at the time and one-half rate. **Agreed: 6/23/83**

October 26, 1982  
Letter No. 7 – §1165 Rights for Commuter Railroads

Mr. W. J. Wanke  
First Vice President  
Brotherhood of Locomotive Engineers  
1116 BLE Building  
1365 Ontario Avenue  
Cleveland, OH 44114

Dear Mr. Wanke:

This is to confirm that during negotiation of the Agreement between the National Railroad Passenger Corporation and the Brotherhood of Locomotive Engineers signed this date, it was agreed that in the event the employees covered by that Agreement are awarded any transfer or seniority rights with any commuter authority by any arbitration award, judicial decision or legislation, they may exercise those rights and retain any seniority or the right to obtain seniority on Amtrak, with the further right to exercise said rights once every six (6) month period, as specified in the Agreement made this date between the National Railroad Passenger Corporation, Consolidated Rail Corporation and Brotherhood of Locomotive Engineers pursuant to Section 1165 of the Northeast Rail Service Act of 1981.

If the foregoing properly sets forth our understanding, please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,  
(ORIGINAL SIGNED BY)  
G. F. Daniels  
Vice President - Labor Relations

I concur  
(ORIGINAL SIGNED BY)  
W. J. Wanke  
First Vice President

October 26, 1982  
Letter No. 8 – 110.4% Differential

Mr. W. J. Wanke  
First Vice President  
Brotherhood of Locomotive Engineers  
1116 BLE Building  
1365 Ontario Avenue  
Cleveland, OH 44114

Dear Mr. Wanke:

This will confirm the understanding reached during negotiation of the Agreement between the National Railroad Passenger Corporation and the Brotherhood of Locomotive Engineers signed this date that on any occasion that the differential in “compensation” paid the Passenger Engineer falls below 110.4% of the compensation paid any other member of the crew on that assignment, the total compensation of the Passenger Engineer on the assignment will be adjusted to maintain the 110.4% differential.

If the foregoing properly sets forth our understanding, please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,  
(ORIGINAL SIGNED BY)  
G. F. Daniels  
Vice President - Labor Relations

I concur  
(ORIGINAL SIGNED BY)  
W. J. Wanke  
First Vice President

**Note:** The 110.4% differential for Passenger Engineers is applicable only to the earnings of the Passenger Conductor and Assistant Passenger Conductor working on the same assignment.<sup>84</sup>

October 26, 1982  
Letter No. 11 – Supplying Locomotives

Mr. T. J. Cavan  
General Chairman  
Brotherhood of Locomotive Engineers  
5301 Jonestown Road  
Harrisburg, PA 17112

Dear Mr. Cavan:

During negotiation of the Agreement dated October 26, 1982, it was agreed that engines will be supplied with fuel, water, sand, and have all equipment that is necessary for the service to be performed. Engines will also be equipped to comply with statutory requirements relating to the health and comfort of the Passenger Engineer.

It was also agreed that when engines are dispatched from engine facilities where enginehouse forces are employed and on duty at the time of dispatchment, engines will be supplied and cleaned by enginehouse forces. Passenger Engineers will not be required to supply engines.

It was further understood that Passenger Engineers will be responsible for knowing that their engines are properly equipped and serviced. Passenger Engineers will report any defects that come to their attention.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,  
(ORIGINAL SIGNED BY)  
G. R. Weaver, Jr.  
Assistant Vice President - Labor Relations

I concur  
(ORIGINAL SIGNED BY)  
T. J. Cavan  
General Chairman

Approved.  
(ORIGINAL SIGNED BY)  
W. J. Wanke  
First Vice President

(ORIGINAL SIGNED BY)  
G. F. Daniels  
Vice President - Labor Relations

**Q & A - LETTER NO. 11**

Q1. Will Passenger Engineers be required to supply engines at locations where engine house forces are not employed?

A1. No. **Agreed: 3/22/83**

## **APPENDICES**

<b>Document</b>	<b>Description</b>
Appendix “A”	Health and Welfare Coverage Details
Appendix “B”	National Vacation Agreement Synthesis
Appendix “B-1”	August 1, 1998 Modifications to Vacation Agreement
Appendix “C”	January 7, 1994 Letters of Understanding re Filling Second Engine Positions
Appendix “D”	Rule “G” Bypass Agreement
Appendix “E”	Prevention Program Companion Agreement
Appendix “F”	Trauma Team Agreement and CARE Program
Appendix “G”	Right Care ... Day One Program Overview and Transitional Duty Policy
Appendix “H”	Jacksonville Extra Board
Appendix “I”	Labor Protection Provisions
Appendix “J”	New Commuter Service Work Rules
Appendix “K”	Engineer Training Agreement
Appendix “L”	NERSA §1165 Agreement
Appendix “M”	MBTA Agreements
Appendix “N”	LACTC Agreements
Appendix “O”	VRE Agreements
Appendix “P”	PCS Agreements
Appendix “Q”	NSDCS Agreements
Appendix “R”	Engine Attendant Agreements
Appendix “S”	Manpower Relocation
Appendix “T”	Manpower Shortage (new hire engineers)
Appendix “U”	Joint Labor/Management Safety Council Agreement
Appendix “V”	Productivity Council
Appendix “W”	Assumption of Train Nos. 50/51
Appendix “Z”	Archive of Codified, Fulfilled or Superseded Agreements and Understandings

## **APPENDIX “A” – Health and Welfare Coverage Details**

### **Additional Language Contained in Article III and in Attachment “A” to the August 3, 1992 Settlement in NMB Case No. A-12290**

It is further understood that, notwithstanding those provisions, Amtrak reserves its right consistent with the Award of Special Board of Adjustment No. 1029 and consistent with the jointness principles set forth below, that Amtrak may, with ninety (90) days notice to the union, pull out of GA 23000 and/or GA 46000, and select a substitute insurer or self-insured system, provided that the benefit levels thereunder are not changed from those agreed to in those national negotiations (unless changed by future collective bargaining between Amtrak and the BLE). Amtrak need not wait for final completion of the joint administrative and trust details before making the conversion.

It is further agreed that Amtrak employees will contribute an amount towards health care costs equal to the amount paid by employees under the national settlement. However, should Amtrak change insurance carrier from that of the national agreement, the amount of employee contribution for the cost of health care will be proportionately reduced based on any comparative reduction of premiums achieved by Amtrak due to such a change. It is understood that there will be no increase in employee contributions beyond the amount provided under the national settlement, in the event that Amtrak changes insurance carriers.

#### **Jointness Principles**

The parties agree to develop a plan for labor and management to jointly operate and administer a health and welfare benefits plan. The parties will discuss arrangements to effectuate this, including establishing a trust that would have adequate safeguards and guidelines for efficient and professional administration of the plan, including the use of an appointed neutral to act within a defined jurisdiction to resolve differences between the parties.

In order to assure competitiveness and from an administrative and economical perspective, the plan would necessarily be bid periodically, every three (3) years, for example, unless the parties agreed that the plan would not be bid a particular year.

Selection of an insurance carrier would be on the basis of the best bid from a qualifying insurance carrier with appropriate regard to the performance record in handling the Amtrak plan or similar plan(s). However, if the insurance carrier would be changed within two years, Metropolitan would be selected based on their current bid.

Specifically, Amtrak retains its right to self insure if such would be more economically beneficial and assure the same quality level of administration.



Amtrak will make every effort to design a proposed joint committee plan and share it with the union promptly. The BLE is also committed to reaching an agreement as soon as possible regarding the design and implementation of this joint administrative plan, including the selection of a neutral chairman for the committee.

Both parties understand that a health insurance plan and any agreement with respect to the administration of that plan will permit Amtrak employees of other crafts to be covered, as well as allow their representatives to participate in the work of the committee. However, "benefit levels and other health and welfare provisions" cannot be changed except with joint approval of the BLE and Amtrak.

### **April 1, 2001 Dental Plan Benefit Changes**

Effective April 1, 2001, the dental plan benefits provided to full time employees are modified to include benefit changes contained in the 1996 National Agreements between the participating carriers represented by the National Carriers' Conference Committee and the employees represented by BLE, as follows:

1. The maximum benefit (exclusive of any benefits for orthodonture) which may be paid with respect to a covered employee or dependents in any calendar year is increased from \$1,000 to \$1,500.
2. The lifetime aggregate benefits payable for all orthodontic treatment rendered to a covered dependent, regardless of any interruption in service, is increased from \$750 to \$1,000.
3. The exclusion from coverage of implantology (including synthetic grafting) services will be deleted and dental implants and related services will be added to the list of Type C dental services for which the Plan pays benefits.
4. Repair of existing dental implants will be added to the list of Type B dental services for which the Plan pays benefits.
5. One application of sealants in any calendar year for dependent children under 14 years of age will be added to the list of Type A dental services for which the Plan pays benefits.
6. The Plan will pay 80%, rather than 75%, of covered expenses for Type B dental services.
7. The Plan will establish and maintain an 800 telephone number that employees and dependents may use to make inquiries regarding the Plan.

The benefit changes listed above are not intended to preclude the parties from agreeing to modify the dental plan benefits in the current or future rounds of collective bargaining or to conclude the current negotiations on these benefits.

## July 1, 2001 Vision Plan Specifications

Amtrak will establish a Vision Care Plan to provide specified vision care benefits to all full time employees covered by the Amtrak/BLE Agreement and their dependents, to become effective July 1, 2001, and to continue thereafter as part of the collective bargaining agreement and subject to provisions of the Railway Labor Act, as amended, with benefit levels no less than those contained in the 1996 National Agreements between participating carriers represented by the National Carriers' Conference Committee and the employees represented by BLE, as follows:

1. Eligibility and Coverage. Employees and their dependents will be eligible for coverage under the Plan beginning of the first day of the calendar month after the employee has completed a year of service, but no earlier than July 1, 2001.
2. Managed Care. Managed vision care networks that meet standards no less stringent than those developed by the National Carriers' Conference Committee concerning quality of care, access to providers and cost effectiveness shall be established wherever feasible. Employees who live in a geographical area where a managed vision care network has been established will be enrolled in the network along with their covered dependents. Employees enrolled in a managed vision care network will have a point-of-service option allowing them to choose an out-of-network provider to perform any vision care service covered by the Plan that they need. The benefits provided will be greater than the benefits provided by the Plan when the services are performed by providers who are not in-network providers, including providers in geographic areas where a managed vision care network has not been established. These two sets of benefits will be as described in the table below:

Plan Benefit	In-Network	Other Than In-Network
One vision examination per 12-month period.	100% of reasonable and customary charges.	100% of reasonable and customary charges up to a \$35 maximum.
One set of frames of any kind per 24-month period.	100% of reasonable and customary charges. <sup>1</sup>	100% of reasonable and customary charges up to a \$35 maximum.

One set of two lenses of any kind, including contact lenses, per 24-month period.	100% of reasonable and customary charges. <sup>2</sup>	100% of reasonable and customary charges up to the following maximums:  up to \$25 for single vision lenses  up to \$40 for bifocals  up to \$55 for trifocals  up to \$80 for lenticulars  up to \$210 for medically necessary contact lenses  up to \$105 for contact lenses that are not medically necessary.
Where the employee or dependent requires only one lens.	100% of reasonable and customary charges. <sup>2</sup>	100% of reasonable and customary charges up to a maximum of one-half of the maximum benefit payable for a set of two lenses of the same kind.

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<sup>1</sup> Patients who select frames that exceed a wholesale allowance established under the program may be required to pay part of the cost of the frames selected.

<sup>2</sup> Patients may be required to pay part of the cost of spectacle lenses of lens characteristics that are not necessary for the patient's visual welfare. Moreover, patients who choose contact lenses in lieu of spectacles may be required to pay part of a contact lens evaluation fee and part of the cost of fitting and materials.

Unless Amtrak elects to participate in the National Freight Industry Vision Plan, it is intended that the Amtrak Vision Care Plan will be administered by the Joint Medical Administration Committee (JMAC), which will bear the same responsibilities and perform the same functions as it does with respect to the AmPlan Medical Plan. The benefit changes listed above are not intended to preclude the parties from agreeing to modify the dental plan benefits in the current or future rounds of collective bargaining or to conclude the current negotiations on these benefits.

**APPENDIX “B” – National Vacation Agreement Synthesis**

OPS-VAC.  
Synthesis

Synthesis  
of  
Operating Vacation Agreement  
1980

(This is intended as a guide and is not to  
be construed as constituting a separate  
Agreement between the parties.).

Originally prepared November 2, 1967, by  
Section 10 Committee of the April 29, 1949  
Operating Vacation Agreement, as amended,  
Revised as of December 31, 1980.

Synthesis  
of  
OPERATING VACATION AGREEMENTS

The following represents a synthesis in one document for the convenience of the parties, of the National Vacation Agreement of April 29, 1949, between certain carriers represented by the National Carriers' Conference Committee and their employees represented by the Brotherhood of Locomotive Engineers and the United Transportation Union (formerly the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America), and the several amendments made thereto in various national agreements up to August 25, 1978:\*

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any vacation provision, the terms of the appropriate vacation agreement shall govern.

Section 1

(a) Effective January 1, 1979, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950\*\*, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.) (See NOTE below.)

\* Agreement of 7/26/78 with the BLE

\* Agreement of 8/25/78 with the UTU

\*\* (All references to September 25, 1950 Agreement should read September 21, 1950)

(b) Effective January 1, 1979, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951, or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section l(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section l(b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See NOTE below.)

(c) Effective January 1, 1979, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having nine or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said nine or more years of continuous service renders service of not less than fourteen hundred forty (1440) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section l(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section l(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(d) Effective January 1, 1979, each employee subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eighteen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said eighteen or more years of continuous service renders service of not less than twenty-eight hundred eighty (2880) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section l(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This the equivalent of 120 qualifying days.) (See NOTE below.)

(e) Effective January 1, 1979, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section l(e) each base day in yard service performed by a yard service employee or by an employee having road and yard rights shall be computed as 1.6 days and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(e) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

**Note:** In the application of Section 1(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

(f) In dining car service, for service performed on and after July 1, 1949 each 7 ½ hours paid for shall be considered the equivalent of one basic day in the application of Section 1 (a), (b), (c), (d) and (e).

(g) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

The 60 and 30 calendar days referred to in this Section 1(g) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(h) Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), fourteen hundred forty (1440) basic days under Section 1(c), twenty eight hundred eighty (2880) basic days under Section 1(d), and four thousand (4,000) basic days under Section 1(e).

(i) Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

(j) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining



the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the calendar year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section l(a), (b), (c), (d) or (e) and (j) hereof.

(l) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1 (a), (b), (c), (d) or (e) and (j) hereof.

## Section 2

Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

### General

(a) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation  $\frac{1}{52}$  of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section l(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered except as provided in subparagraph (b).

(b) Beginning on the date Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement are concerned:

### Yard Service

(1) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' pay at the rate of the last service rendered.

### Combination of Yard and Road Service

(2) An employee having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay for each week of vacation shall not be less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

**Note:** Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

### Section 3

Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

### Section 4

Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

## Section 5

The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

## Section 6

Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

## Section 7

(a) Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.

(b) After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

## Section 8

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

## Section 9

The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

Beginning on the date Agreement "A" dated September 21, 1950, May 25, 1951, or May 23, 1952, became or becomes effective on any carrier, such additional vacation days shall be reduced by 1/6th with respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service.

#### Section 10

Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the chief executives of the five organizations signatory hereto, or their representatives or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

#### Section 11

This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employees represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, insofar as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented by the Brotherhood of Locomotive Engineers and the United Transportation Union.

#### Section 12

This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

#### Section 13

This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

#### Section 14

The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

(SIGNATURES OMITTED)

## MEMORANDUM

Chicago, Illinois, April 29, 1949

Referring to agreement, signed this date, between employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, and Carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, with respect to vacations with pay:

In computing basic days in miles or hours paid for, as provided in Section 1 of said agreement, the parties agree that the following interpretations shall apply:

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.
2. An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1-1/4 basic days.
3. An employee in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1-3/4 basic days.
4. An employee in yard service working 12 hours will be credited with 1-1/2 basic days.
5. An employee in freight service, run-around and paid 50 miles for same, will be credited with 1/2 basic day.
6. An employee in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.
7. An employee in freight service, paid no overtime or other allowances, working as follows:

1st trip,	150 miles
2nd trip,	140 miles
3rd trip,	120 miles
4th trip,	150 miles
5th trip,	<u>140 miles</u>
Total	700 miles

will be credited with seven basic days.

8. An employee in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.
9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.
10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
12. A trainman in short-turn-around passenger service makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1-1/5 basic days.
13. An employee in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.
14. An employee is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.
15. An employee is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

ATTACHMENT 1

INTERPRETATION OF CONTINUOUS SERVICE PROVISIONS OF  
SECTION 1 OF VACATION AGREEMENT

In the granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five or fifteen or more years, of continuous services as the case may be, where the employee transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

This understanding will apply commencing with the year 1956 but will also be applicable to claims of record properly filed with the carrier on or after January 1, 1955, for 1955 vacations and on file with the carrier at the date of this understanding. No other claims for 1955 based on continuous service will be paid. Standby agreements will be applied according to their terms and conditions for the year 1955.

Signed at Chicago, Illinois, this 18th day of January, 1956.

CARRIER MEMBERS  
SECTION 10 COMMITTEE

EMPLOYEE MEMBERS  
SECTION 10 COMMITTEE



March 6, 1975

Mr. Burrell N. Whitmire  
President  
Brotherhood of Locomotive Engineers  
1365 Ontario Street  
Cleveland, Ohio 44114

Dear Mr. Whitmire:

This confirms our understanding that an engineer who, while working as fireman, had become eligible to count in qualifying for a vacation prior service rendered for the carrier in a class or classes of service not covered by the operating employees' Vacation Agreement of April 29, 1949, may continue to count such prior service while working as engineer.

If you concur would you please sign below.

Yours very truly,  
(ORIGINAL SIGNED BY)  
William H. Dempsey

I concur.  
(ORIGINAL SIGNED BY)  
Burrell N. Whitmire, President  
Brotherhood of Locomotive Engineers

**APPENDIX “B-1” – August 1, 1998 Modifications to Vacation Agreement**

**APPENDIX “B”**

**AUGUST 1, 1998 AGREEMENT**

**ENGINEER VACATIONS  
AGREED TO QUESTIONS AND ANSWERS**

**NATIONAL RAILROAD PASSENGER CORPORATION  
AND  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

**Section I**

In the application of Article VIII, Section E, existing rules governing vacations are amended as follows effective, August 1, 1998.

- a. The minimum number of basic days on which an employee must render service to qualify for an annual vacation for the succeeding calendar year shall be increased by fifty (50) percent from the minimum number applicable under vacation rules in effect on the date of this Agreement. The multiplying factors set forth in vacation rules in effect on the date of this Agreement shall be amended to provide that each basic day of service performed by an employee shall be computed as 1.6 days.

**Note:** It is the parties' intention that, in accordance with application of the multiplying factors set forth in existing vacation rules as amended above, commencing with calendar year 1999, this subsection would require the equivalent of one hundred fifty (150) days in a calendar year to qualify for an annual vacation for the succeeding year.

1. Calendar days on which an employee assigned to an extra board is available for service and on which day he/she performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of an injury received on duty will be included. Such days will not be subject to the multiplier factor set forth in existing vacation rules as amended.
2. Calendar days on which an employee is compensated while attending training, corporate level joint labor-management committee meetings and rules class at the direction of the Carrier will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the multiplier factor set forth in existing vacation rules as amended.

3. An employee may take his annual vacation in any calendar year in weekly segments.
4. An employee may take up to one (1) week of his/her annual vacation in single day increments.
5. Existing rules and practices regarding vacation not specifically amended by this Section including (but not limited to) scheduling of vacations, shall continue in effect without change.

## Section 2

- Q1 What procedure should be followed when requesting a single day of vacation?  
A1 The procedure for requesting a single day of vacation will be consistent with the requirements set forth in Rule 33 for scheduling the “choice holiday.” However, Q&A 1 and 2 of the Agreed Upon Questions and Answers to Rule 33, dated June 6, 1983, is not applicable to single day vacations.
- Q2 Must the Carrier allow the request made by an employee to observe a single day of vacation?  
A2 Yes, consistent with the requirements of service and procedures set forth in Rule 33 for scheduling the “choice holiday.” However, Q&A 1 and 2 of the Agreed Upon Questions and Answers relative to Rule 33, dated June 2, 1983, is not applicable to single day vacations.
- Q3 Does the Term “local officials” as used in Side Letter #4 include Division Presidents, Secretaries/Treasurers, and Legislative Representatives who may be required to lose time from their assignments due to union obligations?  
A3 No. Local Officials are limited to working General Chairmen, Vice General Chairmen, Regional Chairmen, Secretary/Treasurer of the General Committee of Adjustment, Local Chairmen, and State Legislative Board Chairmen.
- Q4 In application of the “single day rule,” how many days of single day vacations is an employee permitted to take?  
A4 Five (5) days will be allowed in single day increments.
- Q5 In the application of the “single day rule,” can the employee elect to take vacation in periods of two (2), three (3), or four (4) days, rather than single day increments?  
A5 Yes.
- Q6 What rate of pay is due a Passenger Engineer taking a single day of vacation?  
A6 A Passenger Engineer will be paid 1/5 of his/her weekly vacation allowance for each single day of vacation.

**APPENDIX “C” – January 7, 1994 Letters re Filling Second Positions**

January 7, 1994

Mr. R. E. Wiggins, General Chairman  
Brotherhood of Locomotive Engineers  
523 Route 38, Suite 102  
Cherry Hill, NJ 08002-2948

Dear Mr. Wiggins:

This refers to our discussion regarding the awarding of assistant engineer positions pursuant to the terms of Article V of the August 3, 1992, contract settlement.

During our discussions, it was agreed that engine service employees will be awarded assistant passenger engineer assignments in the following order and manner.

1. Employees with a 5/29/92 engineer date, or those identified in NOTE 1 below, with fireman prior rights to the zone in which the vacancy exists.

NOTE 1: Employees with fireman prior rights in the zone, who cannot hold a passenger engineer assignment in the normal exercise of seniority, are included in this group, regardless of their engineer date.

NOTE 2: Employees with fireman prior rights in the zone who are working as engineers can only bid for assistant engineer positions at the crew base to which assigned.

2. Employees with a 5/29/92 engineer date, or those identified in NOTE 1 below, with national fireman rights.

NOTE 1: Employees with national fireman rights, who cannot hold a passenger engineer assignment in the normal exercise of seniority, are included in this group, regardless of their engineer date.

NOTE 2: Employees with national fireman rights who are working as engineers can only bid for assistant engineer positions at the crew base to which assigned.

3. Employees with fireman prior rights in the zone, regardless of their engineer seniority date.

NOTE: Employees with fireman prior rights in the zone who are working as engineers can only bid for assistant engineer positions at the crew base to which assigned.

4. Employees with national fireman rights, regardless of their engineer seniority date.

NOTE: Employees with national fireman rights who are working as engineers can only bid for assistant engineer positions at the crew base to which assigned.

5. Employees on the national passenger engineer roster, in seniority order, regardless of their present assignment or location.

NOTE: Employees with fireman seniority rights shall have first rights to assistant engineer assignments recognizing prior rights over employees without such rights.

If the above properly reflects our understanding on this matter, please sign below.

Very truly yours,  
(ORIGINAL SIGNED BY)  
L. C. Hriczak  
Director – Labor Relations

I Concur:  
(ORIGINAL SIGNED BY)  
R. E. Wiggins, General Chairman

Jan. 7, 1994  
Date

January 7, 1994

Mr. R. E. Wiggins, General Chairman  
Brotherhood of Locomotive Engineers  
523 Route 38, Suite 102  
Cherry Hill, NJ 08002-2948

Dear Mr. Wiggins:

This refers to the January 7, 1994, procedures for awarding assistant passenger engineer positions.

Confirming our discussion, employees who were furloughed as passenger engineers as of August 3, 1992, the date of the imposed contract settlement, and continued to work as assistant passenger engineers, will be included under Items 1 and 2, consistent with their assistant passenger engineer seniority rights, in the awarding of assistant engineer positions.

If the above properly reflects our understanding, please sign below.

Very truly yours,  
(ORIGINAL SIGNED BY)  
L. C. Hriczak  
Director – Labor Relations

I concur:  
(ORIGINAL SIGNED BY)  
R. E. Wiggins, General Chairman

Jan. 7, 1994  
Date

**Agreed-Upon Questions and Answers 5-7**  
**In NMB Case No. A-12290, Pursuant to P.L. 102-306**  
**August 3, 1992**

- Q5. Can a Passenger Engineer be furloughed while a “junior” employee occupies an assistant passenger engineer position?
- A5. If the “junior” employee has prior rights as an assistant passenger engineer, a passenger engineer who does not possess prior rights to assistant passenger engineer positions under this paragraph may properly be furloughed.
- Q6. Do passenger engineers have rights to Assistant Passenger Engineers assignments?
- A6. A Passenger Engineer without prior rights to Assistant Passenger Engineer assignments may only exercise seniority to an Assistant Passenger Engineer position not occupied by an employee with prior rights to such assignment.
- Q7. Can the junior assistant passenger engineer in a crew base who is unable to hold an assistant passenger assignment, yet can hold a passenger engineer assignment in the same crew base, take a home terminal furlough?
- A7. No; the assistant passenger engineer must either exercise his or her passenger engineer seniority within the crew base, or exercise his or her seniority to another crew base.

May 5, 2005

Mr. Mark B. Kenny  
General Chairman – BLET  
Cherry Tree Corporate Center  
535 Route 38, Suite 125  
Cherry Hill, NJ 08002-2948

Dear Mr. Kenny:

During our discussions leading to the successful codification of the collective bargaining agreement between the parties, it was agreed that the long-standing practice regarding awarding combination assignments that are established pursuant to Rule 6(o) should be memorialized in writing.

When a combination assignment is established pursuant to Rule 6(o), awarding of the assignment will be based upon the preponderance of the assignment's work hours. If the preponderance of work hours involves performing work as a Second Passenger Engineer, the assignment will be awarded consistent with the Letters of Understanding dated January 7, 1994, and Agreed-Upon Questions and Answers 5 through 7 from NMB Case No. A-12290, dated August 3, 1992. If the preponderance of work hours involves performing work as a Passenger Engineer, or if the work hours involve equal work as a Passenger Engineer and as a Second Passenger Engineer, the assignment will be awarded consistent with National Seniority, including prior rights where applicable.

If the foregoing accurately reflects our understanding, please sign where indicated and return one original to me for implementation, and inclusion in the codified agreement in Appendix "C".

Very truly yours,  
(ORIGINAL SIGNED BY)  
Larry C. Hriczak  
Director – Labor Relations

I Concur:  
(ORIGINAL SIGNED BY)  
Mark B. Kenny, General Chairman



**APPENDIX “D” – Rule “G” Bypass Agreement**

AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

---

**RULE “G” BYPASS AGREEMENT**

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The parties to this agreement recognize that the use of alcohol and/or drugs is a serious problem within the railroad industry. Amtrak and the Brotherhood of locomotive Engineers in an effort to help the apparent Rule “G” violator retain an employment relationship and seek rehabilitation, jointly consider a change in the Rule “G” policy desirable. The objective of this Agreement is to encourage mutual cooperation between labor and management in addressing alcohol and drug use problems in the railroad industry.

1. If any member(s) of a crew believe that another member of the crew may be in an unsafe condition, such employee may immediately contact an Amtrak officer. If the Amtrak Officer, upon investigation, determines there is an apparent violation of Rule G, the employee will be removed from service.

It is understood that when a removal from service takes place, transportation will be furnished back to the employee’s home. If the employee does not have the means to return to his home crew base, he or she will be furnished transportation by Amtrak.

2. Once an employee has been relieved from service under paragraph (1), he or she must contact Amtrak’s Employee Assistance Program (“EAP”) Counselor within five (5) working days of the removal from service. If the employee contacts the EAP Counselor and accepts counseling, he will be paid for the full tour of duty or trip lost (one way) as a result of his or here removal from service.
3. If the employee does comply with the requirements set forth in paragraph (2), and the EAP Counselor determines that the employee is not in need of counseling, the employee will be returned to service not later than forty-eight (48) hours unless a physical examination is required. There will be no claim progressed for any time lost

as a result of the removal from service other than as provided in paragraph (2) unless the forty-eight (48) hours for return to service is exceeded.

4. If the employee does comply with the requirements set forth in paragraph (2), and the EAP Counselor determines that the employee is in need of employee assistance, and the employee accepts counseling, then the employee will be returned to service upon a favorable recommendation from the EAP Counselor. Successful completion of a physical examination will be required if an employee has been off more than thirty (30) days. In addition, the employee will be subject to such continuing review and testing as deemed appropriate by the only under the direction of the EAP Counselor for up to two (2) years to ensure the effectiveness of the treatment. If a subsequent test conducted at the discretion of the EAP Counselor is positive, the employee will be removed from service and required to reenter treatment or counseling, and will again be subject to continuing review and testing for a two (2) year period commencing upon the completion of treatment. An employee will be permitted no more than two (2) reentries after the initial enrollment in the EAP. There will be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph (2).
5. If the employee does not comply with the requirements set forth in paragraph (2) or does not accept counseling as provided in paragraph (4), he may lay off and, may request a formal investigation. Such request must be made within five (5) working days of the day removed from service. If the employee does not request an investigation and is off, he must request a leave of absence prior to the expiration of fifteen (15) calendar days. One forty-five (45) day leave of absence will be granted. If at the end of this period, the employee still has not contacted an EAP Counselor or does not accept counseling, if required, all regular rules of the agreement will apply.
6. The employee(s) who originated the action as provided in paragraph (1) will not be called as a witness(s) if a formal investigation is held.
7. This Agreement will apply one (1) time only to each employee covered by the Agreement. Thereafter, all regular rules of the agreement will apply.
8. The rules of the Agreements between the National Railroad Passenger Corporation and the Brotherhood of Locomotive Engineers are modified as provided by this Agreement.
9. This Agreement is effective and may be terminated by either party upon service of five (5) days written notice upon the other party.

Signed this 6<sup>th</sup> day of April, 1987

For the Brotherhood of  
Locomotive Engineers

*(ORIGINAL SIGNED BY)*

G. R. DeBolt  
Vice President

*(ORIGINAL SIGNED BY)*

W. G. Hausleiter  
General Chairman

For the National Railroad  
Passenger Corporation

*(ORIGINAL SIGNED BY)*

C. B. Thomas  
Senior Director  
Labor Relations

**APPENDIX “E” – Prevention Program Companion Agreement**

AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

---

PREVENTION PROGRAM COMPANION AGREEMENT

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Amtrak and the Brotherhood of Locomotive Engineers jointly recognize that safety is the paramount concern and, further, that an alcohol and drug free environment is an essential element in maintaining a safe work place, agree to the following to ensure the utmost compliance with Rule G:

1. An employee charged with violating Rule G will be eligible to enroll in the Employee Assistance Program (EAP), and will not be disciplined (other than loss of pay for time held out of service) for the Rule G violation provided:
  - a. The employee has had no Rule G violation on his or her record for at least ten (10) years; and
  - b. The employee has not participated in the Rule G EAP for at least ten (10) years; and
  - c. The incident giving rise to the Rule G charge did not involve significant rule violations other than Rule G; and
  - d. Waives investigation of the Rule G charge.
2. The employee must contact the EAP counselor within five (5) working days of electing to participate in the EAP.
3. After being contacted, the EAP Counselor shall evaluate the employee to determine whether or not the employee may safely be returned to service and the course of treatment which the employee should follow.

4. If the evaluation indicates that the employee may safely be returned to service, he or she will be returned to service on a probationary basis for a period of two (2) years and will be subject to periodic alcohol and/or drug tests during that time as determined by and only under the direction of the EAP Counselor. Following return to service, the employee must follow the course of treatment established by the counselor during the probationary period.
5. If the evaluation indicates that the employee may not safely be returned to service, he or she will be given a leave of absence until subsequent evaluation(s) indicate that it is safe to return the employee to service on a probationary basis as described in paragraph 4 above.
6. If, at any time during the twenty-four (24) month probationary period, the employee fails to follow the course of treatment established by the EAP Counselor or fails a periodic alcohol and/or drug test required by the counselor, Amtrak will remove the employee from the EAP. If the employee has been returned to service, Amtrak will, remove employee from service and the employee will revert to the status of a dismissed employee.
7. An employee may withdraw from the EAP at any time by notifying, in writing, the EAP Counselor and the Amtrak Officer who signed the Rule G charge. If the employee has been returned to service, Amtrak will remove the employee from service and the employee will revert to the status of a dismissed employee.
8. If the employee successfully completes the EAP Program, a notation to that effect will be placed on the employee's personal record and the employee's probationary status will terminate.
9. No claims will be progressed by or on behalf of the employee based on time lost as a result of the incident leading to the employee's participating in the Rule G Employee Assistance Program.
10. This Agreement is effective April 6, 1987, and may be terminated by either party upon service of five day's written notice upon the other party.

Signed this 6<sup>th</sup> day of April, 1987

For the Brotherhood of  
Locomotive Engineers

*(ORIGINAL SIGNED BY)*

G. R. DeBolt  
Vice President

*(ORIGINAL SIGNED BY)*

W. G. Hausleiter  
General Chairman

For the National Railroad  
Passenger Corporation

*(ORIGINAL SIGNED BY)*

C. B. Thomas  
Senior Director  
Labor Relations

April 6, 1987

Mr. G. R. DeBolt  
Vice President  
Brotherhood of Locomotive Engineers  
16651 - 88<sup>th</sup> Avenue  
Orland Park, IL 60462

Mr. W. G. Hausleiter  
General Chairman  
Brotherhood of Locomotive Engineers  
The Craddock Professional Bldg.  
146 Route 130  
Bordentown, NJ 08505

Gentleman:

During the period an employee is out of service in a recovery program under the terms of the By-Pass or Companion Agreement, he/she will be allowed to rearrange his or her vacation and any personal days due to coincide with the treatment program.

If you agree, indicate your concurrence by signing in the spaces provided below.

Very truly yours,  
(ORIGINAL SIGNED BY)  
C. B. Thomas  
Senior Director  
Labor Relations

(ORIGINAL SIGNED BY)  
G. R. DeBolt  
Vice President

4/6/87  
Date

(ORIGINAL SIGNED BY)  
W. G. Hausleiter  
General Chairman

4/6/87  
Date

April 6, 1987

Mr. G. R. DeBolt  
Vice President  
Brotherhood of Locomotive Engineers  
16651 - 88<sup>th</sup> Avenue  
Orland Park, IL 60462

Mr. W. G. Hausleiter  
General Chairman  
Brotherhood of Locomotive Engineers  
The Craddock Professional Bldg.  
146 Route 130  
Bordentown, NJ 08505

Gentleman:

For the purpose of the application of the Rule G By-Pass Agreement and the Companion Agreement, any participation in the EAP program as Rule G violation prior to March 1, 1986 will not be considered in determining eligibility for entry into the program under the agreement signed this date.

If you agree, indicate your concurrence by signing in the spaces provided below.

Very truly yours,  
(ORIGINAL SIGNED BY)  
C. B. Thomas  
Senior Director  
Labor Relations

(ORIGINAL SIGNED BY)  
G. R. DeBolt  
Vice President

4/6/87  
Date

(ORIGINAL SIGNED BY)  
W. G. Hausleiter  
General Chairman

4/6/87  
Date



April 6, 1987

Mr. G. R. DeBolt  
Vice President  
Brotherhood of Locomotive Engineers  
16651 - 88<sup>th</sup> Avenue  
Orland Park, IL 60462

Mr. W. G. Hausleiter  
General Chairman  
Brotherhood of Locomotive Engineers  
The Craddock Professional Bldg.  
146 Route 130  
Bordentown, NJ 08505

Gentleman:

During the negotiation of the Operation Red Block Agreements it was understood that Amtrak would pay members of the Prevention Teams for time lost on their assignment while involved in Company sponsored Operation Red Block training.

Very truly yours,  
(ORIGINAL SIGNED BY)  
C. B. Thomas  
Senior Director  
Labor Relations

## **APPENDIX “F” – Trauma Team Agreement and CARE Program**

### **AGREEMENT**

### **BETWEEN**

**NATIONAL RAILROAD PASSENGER CORPORATION**

### **AND**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

### **TRAUMA TEAM AGREEMENT**

Major accidents, derailments, suicides, trespasser fatalities, death of employees, grade crossing accidents, and workplace violence are events experienced throughout Amtrak’s 23 year history. These events are called “critical incidents.” For our purposes, a critical incident is defined as a traumatic event occurring in the workplace. A critical incident is defined in terms of its effect; that is, an event that may lead to a traumatizing reaction. The issue of dealing with trauma is not simple because trauma is not an absolute; it is a relative response to the event. Each person can experience the same critical incident differently.

The parties are committed to the well being of our employees and members and seek to provide them with the support and assistance they may require at such times. The purpose of this agreement is to encourage mutual cooperation between labor and management in addressing this concern by the development of a preferred care plan fully endorsed by both parties.

- (1) A joint labor-management committee is hereby formed to develop a comprehensive program to assist our employees and members involved in critical incidents.
  - (a) The committee will initially be comprised of two (2) representatives appointed by Amtrak and two (2) representatives appointed by the BLE.
  - (b) The committee will be open to representatives of other labor organizations with a commonality of interests.
- (2) The committee will consider all relevant issues, including but not limited to, initial notification, training, peer involvement, release from duty, care and counseling, return to duty and after-care.

- (3) The committee will recommend to Amtrak's Management Committee a jointly developed and supported trauma program for implementation. Should there be an issue where consensus cannot be reached, the majority and minority opinions and rationale shall be included in the recommendation.
- (4) The committee will be on-going and meet not less than once every six (6) months to review the program in light of any intervening critical incident experiences, how the program operated during the incidents and to make recommendations for improvements to the program as appropriate.

This agreement is effective fifteen (15) days after receipt of a signed copy by Amtrak and may be terminated by either party with fifteen (15) written notice to the other party.

SIGNED THIS 7<sup>th</sup> of December, 1995

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS

*(ORIGINAL SIGNED BY)*

R. E. Wiggins  
General Chairman  
(subject to 10/25/95 Conditions)

*(ORIGINAL SIGNED BY)*

M. B. Kenny  
Eastern Region Chairman

*(ORIGINAL SIGNED BY)*

D. H. Underwood  
Mid-West Region Chairman

*(ORIGINAL SIGNED BY)*

C. A. McDowell  
Western Region Chairman

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION:

*(ORIGINAL SIGNED BY)*

L. C. Hriczak  
Director – Labor Relations

*(ORIGINAL SIGNED BY)*

D. R. Wright  
Vice President Human Resources

*(ORIGINAL SIGNED BY)*

G. O. Mallery  
Chief Executive Officer  
Western SBU

*(ORIGINAL SIGNED BY)*

R. C. VanderClute  
Interim Chief Executive Officer  
NEC SBU

# Brotherhood of Locomotive Engineers

*General Committee of Adjustment*

*AMTRAK*

Ronald E. Wiggins  
*General Chairman*

4 Executive Campus Suite 100  
771 Cuthbert Blvd & Route 70  
Cherry Hill, NJ 08002  
Telephone (609) 488-7432  
FAX (609) 488-7434

October 2, 1995

Mr. L. C. Hriczak  
Director – Labor Relations  
National Railroad Passenger Corporation  
30th Street Station – 4th Floor, North Tower  
Philadelphia, PA 19104

Dear Mr. Hriczak:

The parties to the Trauma Team Agreement realize that when locomotive engineers operate trains involved in “critical incidents,” such traumatic situations require comprehensive action. Such recognition reflects policies now in effect and in those developed through the institution of a formal cooperative approach in developing an agreement to address these situations. The parties agree that such cooperative efforts are the preferred method of addressing this issue.

When the parties formalize and adopt a permanent agreement addressing this matter, the BLE General Committee of Adjustment – AMTRAK will join with Amtrak in sponsoring an Amendment to the Rhode Island law specifically exempting Amtrak Passenger Engineers from coverage under the law for so long as an agreement remains in place. Further, in the event similar legislation is introduced in the legislature of any state where Amtrak operates passenger trains or in the Congress of the United States, the Committee is agreeable to jointly seek exclusion from these laws under the same conditions.

Subject to the above, I have conditionally signed the Trauma Team Agreement today to move the process. If you agree, please prepare an updated copy of the agreement and have the carrier officers signatory to the agreement complete it and return to me to complete the signing.

Sincerely yours,  
(ORIGINAL SIGNED BY)  
Ronald E. Wiggins  
General Chairman

July 10, 1997

Mr. Ron E. Wiggins  
General Chairman  
Brotherhood of Locomotive Engineers  
Cherry Tree Corporate Center  
Suite 125  
535 Route 38  
Cherry Hill, NJ 08002

RE: Amtrak CARE Program

Dear Ron:

We are pleased to announce that after a lot of hard work and dedication by both Amtrak and the Brotherhood of Locomotive Engineers, we have an official program for handling Passenger Engineers and Assistant Passenger Engineers involved in critical incidents. The official program title is Critical Assistance and Response Program for Employees, but will be referred to as CARE. An outline of the program is attached.

A component of the program is a Pay Continuation provision for your members. For compensation purposes, the definition of a critical incident is an incident in which there is serious bodily injury, or death of employees, passengers, or trespassers. However, traumatic events that do not result in serious bodily injury or death, but are catastrophic in nature may be considered. The adherence to this definition is crucial for the successful implementation of the program because that intent of the program is to provide services to BLE employees involved in critical incidents who are experiencing some traumatic reactions to the incident. The compensation portion of the program is not intended to be an extension of vacation days or days off with pay.

We are planning to have the program implemented on September 1, 1997, throughout each SBU. We are requesting your assistance in the smooth implementation of this program and would like to have your input in the development of the communication vehicles and training programs for BLE members and Amtrak management. We also need your support in conveying to your members the components of the program, especially regarding compensation.

We look forward to the introduction of this program at Amtrak and believe that CARE will make a difference in how our Passenger Engineers and Assistant Passenger Engineers are handled after being involved in a critical incident throughout the system.

Please have your BLE representative contact Ms. Malva D. Reid, Director of Employee Assistance Program, at (202) 906-54160 to schedule a meeting to discuss the strategies for CARE implementation.

Sincerely,

*(ORIGINAL SIGNED BY)*

Joseph M. Bress  
Assistant Vice President and  
Special Assistant to the President

*(ORIGINAL SIGNED BY)*

R. C. VanderClute  
Vice President  
Operations

ATTACHMENT

cc: Malva D. Reid

**NATIONAL RAILROAD PASSENGER CORPORATION  
CRITICAL ASSISTANCE AND RESPONSE FOR EMPLOYEES PROGRAM (C.A.R.E.)**

**POLICY**

Purpose

Amtrak is concerned with the well-being of its employees involved in critical incidents. In order to ensure that they are provided with appropriate mental health assistance, the Critical Assistance and Response Program for Employees (C.A.R.E.) was established. For the purpose of this policy, a critical incident is defined as, but not limited to, an event in which there is serious bodily injury or death of employees, passengers, or trespassers. Also, traumatic events that do not result in bodily injury or death but are catastrophic in nature may be considered as cause to engage C.A.R.E.. Accordingly, this policy sets forth the procedures for each of the program components.

Scope

All Amtrak employees.

Notification System

All critical incidents that occur in the Intercity and the Northeast Corridor will be reported to the National Operations Center (CNOc). It is the responsibility of CNOc to notify the Employee Assistance Services (EAP) of the incident. Amtrak West and Amtrak West Commuter services will report each critical incident to the Emeryville, California Operations Center. The Emeryville Operations Center is responsible to notify the EAP. The following information will be provided to the EAP within two (2) hours of the critical incident:

1. Day, time, train number, location, what happened, the extent of injuries to employees, passengers, and trespassers, and/or fatalities.
2. How long the train is going to be delayed; what was the train's destination; and when do they expect the crew to return home.
3. Names, telephone numbers, and social security numbers of the train crew or employees involved.
4. In the case of a major train accident, CNOc will provide the profiles of; Train and Engine crew, On Board Services Crew employees, Student or Trainee employees, and any Managers who are in service and on board the train at the time of the accident.
5. In the event of a non-train related incident on Amtrak property, it is the responsibility of the local supervision to notify the EAP of the critical incident and provide the names and telephone numbers of the involved employees.

### Outreach - Primary Level of Intervention and Personnel

Interventions are conducted by specially trained Critical Incident Response Team Members (CIRT) and/or Employee Assistance Professionals (EAP). CIRT's made up of peers lead the intervention and offer support to their co-workers while the EAP counselor oversees the process.

All critical incidents are followed-up by telephone or in person intervention by a CIRT member and/or an EAP counselor. Contacts with the employee involved in the critical incident will be made within twenty-four (24) hours of the incident or an appropriate time thereafter.

### Intervention Process

The CIRT team member and/or the EAP counselor is responsible for the initial contact and defusing of the incident with the employee involved in the critical incident. When the trained CIRT team member is the employee's first point of contact and feels the employee needs additional support or the employee requests additional support, he/she will contact their regional EAP counselor.

An EAP assessment will be required for any incident that involves a fatality, serious injury, or time off from work under the C.A.R.E. program. The EAP counselor will conduct an assessment to determine the well-being of the employee. If necessary, an appropriate referral will be made to an external qualified mental health provider specializing in trauma for further assistance. The EAP counselor's intervention will provide employees with basic stress management techniques to assist in coping with any stress reactions that may occur.

### Individual Defusing or Group Debriefing

After the initial contact with the EAP counselor, it may be determined that the employee needs additional informal support for stress reactions experienced due to the involvement with the critical incident. The employee is referred to an external community professional with training, certifications and specialization in Critical Incident Stress Management. Meetings with the trained mental health provider are confidential (as required by federal, state, and local laws) and are strictly performed as a supportive service and are not expected to interfere with the employee's regular work assignment.

In the event of a major critical incident affecting many employees, the EAP staff will facilitate a critical incident debriefing session. The critical incident debriefing process involves employees getting together in a confidential group setting to discuss the incident, express feelings, and receive stress management coping techniques. Information shared during these sessions will be kept confidential (as required by federal, state, and local laws). Under no circumstances will information shared during this session be considered part of the incident investigation.

These services are not intended to replace medical or psychological evaluations.



### Referrals to an External Qualified Health Care Professional

If it is determined by the EAP counselor that the employee requires a post traumatic stress disorder evaluation, the employee will be referred to an external Qualified Health Care Professional (QHCP) specializing in critical incident interventions and treatment. These providers will be obtained through Amtrak's insurance provider network. The Employee Assistance Program will be responsible for the employee co-payment for up to ten (10) sessions. If the employee misses more than three (3) days from their work assignment the EAP counselor must receive a diagnosis, prognosis and treatment plan from the QHCP in order to file an occupational injury report form to comply with Federal Railroad Administration requirements.

### Compensation for lost time because of a critical incident (Pay Continuation)

#### First three (3) days after the incident

If the employee involved in a critical incident believes that he/she has been traumatized by the event and cannot continue their work duties, they will be relieved from their work assignment under the procedures of the C.A.R.E. program. Once relieved, an EAP counselor will contact the employee, as defined in the intervention process. The EAP counselor through the appropriate department will authorize compensation in addition to notifying the employee's status to their department manager. Up to three (3) consecutive work days after the incident, the employee can be compensated for lost earnings from their work assignment by complying with the EAP counselor's recommendations.

#### After the Initial First Three (3) Work Days and up to Seven (7) Work Days

If it is determined that the employee needs more than three (3) consecutive work days from active duty and needs to be treated for trauma, the employee must adhere to Federal requirements as described in "Referrals to an External Qualified Health Care Professional" and can be compensated for a maximum of seven (7) work days.

### Training

Any employee who would like to participate as a Critical Incident Response Team member must attend critical incident training using the Mitchell Model and must receive a certificate of completion from the International Critical Incident Stress Foundation. To request training an employee must receive authorization from their respective union representative and the Manager of Peer Services. Additional training will be identified and authorized through each regional EAP counselor.

A two (2) hour training course will be available for all supervisors, especially for supervisors of train crews. This course will contain information from the Pre-incident training course; how to handle employees involved in critical incidents.

**APPENDIX “G” – Right Care ... Day One and Transitional Duty**

October 23, 2000

Mr. Mark B. Kenny  
General Chairman  
Brotherhood of Locomotive Engineers  
General Committee of Adjustment - Amtrak  
Cherry Tree Corporate Center - Suite 125  
535 Route 38  
Cherry Hill, NJ 08002-2948

Dear Mr. Kenny:

This has reference to the Occupational Health Work Related Injury Project flowing from the last round of bargaining.

As you may know, Amtrak and labor have piloted the program, “Right Care ... Day One”, in the Mid-Atlantic. The elements of the project are outlined in attached brochure. Based on the successful results of the pilot “Right Care ... Day One” program, the program will be rolled out on a permanent, system-wide basis effective January 1, 2001. Part of this program includes transitional work assignments, consistent with collective bargaining agreements and the attached Transitional Duty Policy.

As part of this roll out and support from labor, including support for and use of transitional work, Amtrak will implement the vision plan and dental improvement benefits provided in the last round of national freight negotiations for full time employees, including a new 7 day eligibility requirement for Amtrak’s benefit plans. These items are outlined in the attached Dental Plan Improvements and Vision Plan document. The dental improvements will be implemented on April 1, 2001 and the vision plan on July 1, 2001.

If you are agreeable to the foregoing, please sign in the space provided below, returning the original for our files. If you have any questions or particular concerns, please call Charlie Woodcock at (202) 906-3981.

Sincerely,  
(ORIGINAL SIGNED BY)  
Joseph M. Bress  
Vice President  
Labor Relations

I CONCUR:  
(ORIGINAL SIGNED BY)  
Mark B. Kenny  
General Chairman

## ***RIGHT CARE ... DAY ONE PROGRAM OVERVIEW***

*Right Care ... Day One* is a voluntary joint labor/management program designed to ensure that when employees sustain an on-duty injury, they receive the highest quality care and most appropriate care available from the time of injury until they are safely back to work. *Right Care ... Day One* is a comprehensive care management program which includes a toll-free (800) injury reporting hotline, a national network of credentialed occupational health and emergency medical providers, telephonic and on-site case management and transitional work opportunities.

*Right Care ... Day One* is an enhancement to Amtrak's current system for reporting and managing on-duty injuries. Amtrak has partnered with Continuum, a health management solutions company, to administer the *Right Care ... Day One* Program and provide case management services.

The Program was originally piloted on the Mid-Atlantic Division for a year and, according to Amtrak and unions who have participated, has been a success. Some UTU employees have even requested to enter the program according to Amtrak and have had no complaint. The Program is now in the process of being rolled out across the system.

### **QUESTIONS EMPLOYEES MIGHT ASK**

- Q1. Will injury forms (such as 260) still have to be completed?  
A1. Yes. The same pertinent injury/employee information and the employee's statement must be completed as before *Right Care ... Day One*.
- Q2. Does an employee have to enter the Program?  
A2. No, the program is voluntary. Further, once in the program, the employee can opt out at a later date if he/she desires.
- Q3. If an employee does not enter the Program, or later opts out, what happens?  
A3. The employee would be handled under standard claims handling as before *Right Care ... Day One*.
- Q4. Who will treat me if I enter the program?  
A4. Normally employees will be treated by Program doctors selected for their expertise in treating occupational injuries. Employees can also use their own doctors. In this case, the Program doctor will consult with the employee's own doctor about the appropriate treatment and follow-up care.
- Q5. How often will there be treatment?  
A5. The amount of treatment and examinations will vary, and depend on such factors as the type of injury, treatment and employee progress.

- Q6. Will the employee be permitted time off from his work assignment for treatment?  
A6. Yes.
- Q7. Will the employee be able to see the report of the Program doctor?  
A7. Yes.
- Q8. What will an extra board employee who enters the Program be paid when on transitional work?  
A8. The guaranteed extra board weekly hours at the employee's rate of pay.
- Q9. Will a transitional work assignment be within an employee's crew base?  
A9. Yes, unless otherwise agreed upon by all parties, including the employee.
- Q10. Once starting an assignment, will the employee be able to "mark off" when he/she is unable to work due to the injury?  
A10. Yes.
- Q11. Would an employee be able to work an assignment if under medication?  
A11. Yes, but only so long as that medication does not impair or affect the employee's safe performance of the particular assignment.
- Q12. What role will the employee's doctor play in determining whether an employee can work a transitional work assignment?  
A12. Usually the employee's doctor and the Program doctor will discuss job qualifications which can be made available to ensure the employee is able to perform the assignment. If there should be disagreement after discussion, the matter will be referred to Amtrak's Medical Director for handling. If the employee or his doctor disagrees with the Medical Director's decision, the employee can opt out and be subject to standard claims handling.
- Q13. Could an alternative work assignment be in another craft?  
A13. No, only if the unions involved agree. If the General Chairman objects to an assignment that impacts another craft, it will not be utilized.
- Q14. Will anyone be observing the employee while performing on a transitional work assignment?  
A14. Yes, but in a normal supervisory capacity.
- Q15. What code of conduct would the employee be subject to on a transitional work assignment?  
A15. The same company rules as now (Standards of Excellence, for example). If there are others as with an alternative work assignment, they will be reviewed with the employee prior to the assignment.
- Q16. If an employee enters the Program, does the employee waive his FELA rights?  
A16. No.

- Q17. How are wages paid while on a transitional work assignment treated in a final injury settlement?
- A17. Monies paid to the employee during participation in the *Right Care ... Day One* Program are treated as and are considered wages. They shall directly offset any claim for wage loss and shall not be excluded from evidence should the matter go to trial.
- Q18. If an employee obtains a lawyer is he/she prevented from participating in the Program?
- A18. No.
- Q19. Would the “7 day rule” for benefits qualification apply in cases of disability leave or furlough?
- A19. No. If an employee is covered for benefits prior to such disability leave or furlough, coverage would continue for the periods specified in the benefit plan for disability leave or furlough.

## **TRANSITIONAL DUTY POLICY**

### **I. Purpose**

To establish procedures that will assist in the physical and emotional recovery of employees who have been temporarily disabled due to a job related injury or illness and cannot immediately return to their current job. These procedures provide for the temporary transitional assignment of a disabled employee and may include, (1) selected tasks within the scope of their craft, known as modified duty, or (2) assignments outside the scope of any craft educational opportunities, work hardening, physical therapy and volunteer work outside the company, collectively known as alternative duty. Such activity is meant to support the employees' rehabilitation, must benefit the company and not violate the scope of existing collective bargaining agreements.

### **II. Coverage**

All employees of Amtrak, on a voluntary basis, who have sustained a job related injury or illness resulting in a temporary restriction from normal work activities. A qualified physician must have imposed such restrictions.

### **III. Authority**

Transitional duty may be authorized only by a company-approved physician for those employees who have sustained job related injuries or illnesses and are expected to return to work. The initial duration will not exceed 60 calendar days.

### **IV. Responsibility**

Within 24 hours of the injury or authorization to return to work in a transitional capacity, the Manager Transitional Work (or other designee) will promptly meet or initiate a conference call with appropriate management personnel and union designee, if alternative duty is contemplated. They will review a selected alternative duty assignment. The employee will

be provided any necessary training for the alternative duty assignment. The Manager Transitional Work or designee will assign and administer transitional duty assignments.

V. Procedures

A. The company-approved physician will outline the employee's work restriction, and the expected duration of limited activities.

B. Assignment of Duties

Transitional duties proposed by management will be performed in compliance with the following:

1. If possible the work should first be within the craft and if such opportunities are not available possibilities outside the current scope of craft may then be explored. It should not affect the legitimate rights of other employees to perform their work. It must also comply with provisions of applicable labor agreements.
2. This work must be able to be performed without threat to the employees' safety or safety of others.
3. The company-approved physician must approve the work assigned and the employee must be willing and able without coercion to perform the work.
4. The policy may be utilized to offer continued work immediately following an on duty injury or to offer a return to transitional duty following a period of lost time.
5. Transitional duty will initially be offered for up to 60 days, consistent with the employees' medical condition and in anticipation of the employee's return to normal work activities within that period. Transitional duty may be extended past 60 days so long as the company physician and the union designee approves it.

C. Administration

1. The transitional work assignment as outlined and approve by the company-approved physician will be made by the Manager Transitional Work or designee.
2. The Manager Transitional Work or designee will maintain personal contact with the employee to ensure the employee's understanding of the transitional opportunity and assure compliance with medical restrictions.

3. The case manager will maintain contact with the company-approved physician to review the employee's medical progress and to be certain that the employee is reporting for and receiving prescribed treatment.
4. If any questions arise concerning the employees' ability to perform transitional duty the Manager Transitional Work or designee will contact and consult with the medical director who will then decide whether it is medically appropriate for the particular transitional duty. The medical director will follow all appropriate protocols including following up with the employees medical provider.

D. Record Keeping

1. In all cases of transitional work assignments, the Manager Transitional Work or designee must complete NRPC form 2818 (HRS Master File Update) weekly and fax it to the appropriate claims office for authorization. Claims will then forward this form to the appropriate payroll office to ensure that the employee receives his regular pay while on transitional duty.
2. Disposition of the employee upon completion of the transitional assignment reports of lost time or necessity for any further medical treatment must be documented and reported to Amtrak's Central Reporting office within the prescribed limits as outlined in Accident/Incident Reporting guidelines.
3. Current reporting requirements are not superseded by this procedure.

E. Legal Effect of Wage Payments

Payments received pursuant to this policy are for all purposes a continuation of the employee's regular and ordinary compensation, are voluntarily made by Amtrak to indemnify itself against FELA liability, shall be considered wages for all purposes, shall directly offset any claim for wage loss and shall not be excluded from evidence through operation of rule, regulation, or statute.

**APPENDIX "H" – Jacksonville Extra Board**

August 8, 1995

Mr. R. E. Wiggins, General Chairman  
Brotherhood of Locomotive Engineers  
4 Executive Campus - Suite 100  
771 Cuthbert Boulevard & Route 70  
Cherry Hill, NJ 08002

Dear Mr. Wiggins:

This has reference to our several discussions, as well as discussions with Eastern Regional Chairman Mark Kenny, concerning the adjustment of the Jacksonville Extra-Boards. Without prejudice to the position of either party and not to be referred to in any other forum, we agreed to resolve this particular dispute in the following manner.

1. The Jacksonville-West Extra-Board will be increased by two (2) positions.
2. The Jacksonville-North Extra-Board will be decreased by two (2) positions.
3. The Jacksonville-West Extra-Board may be used first to cover positions in the territory covered by the Jacksonville-North Extra-Board when the Jacksonville North Extra-Board is exhausted, and vice versa.
4. Amtrak will keep a sufficient number of engineers on both extra-boards to protect each service.

The attached eleven "Questions and Answers" are applicable to the operation of the above referenced Extra-Boards.

It is understood that this agreement may be canceled, by either party upon fifteen (15) days written notice to the other party.

Very truly yours,  
(ORIGINAL SIGNED BY)  
Larry C. Hriczak  
Director-Labor Relations

I Concur:  
(ORIGINAL SIGNED BY)  
Ronald E. Wiggins  
General Chairman

attachment

cc: Mark Kenny  
Rick Fordham



**QUESTIONS AND ANSWERS TO THE AUGUST 1, 1995 AGREEMENT COVERING THE NORTH AND WEST END ENGINEER EXTRA-BOARDS AT THE JACKSONVILLE FLORIDA CREW BASE.**

- Q1. Can the north end engineer extra board be used to protect assignments operating west if there are engineers on the west board with rest?  
A1. No.
- Q2. If a west end assignment has a vacancy and the west end engineer extra board is exhausted how will this assignment be protected?  
A2. The north end engineer extra board will be used to protect this service.
- Q3. Must the engineers on the north board stay in place for engineer assignments operating west?  
A3. Yes.
- Q4. If a north end extra board engineer misses a call for an assignment operating west will his guarantee be broken?  
A4. Yes, if he was qualified to work that assignment.
- Q5. Will engineers be allowed to bid for and mark up on the north end engineer extra board positions, if they are not qualified on the west end assignments?  
A5. Yes.
- Q6. If a west end assignment becomes available, and the first out engineer on the north end extra board is not qualified for that assignment, how will this vacancy be protected?  
A6. The first out engineer will be passed by and the assignment will be given to the first engineer on the north extra board who is qualified.
- Q7. Will this engineer who has not qualified for the assignment be entitled to compensation for being run-around?  
A7. No.
- Q8. Will his guarantee be broken because he was not qualified for the assignment?  
A8. No.
- Q9. Is Amtrak responsible for qualifying all north end extra board engineers on the west end assignments?  
A9. No, only enough engineers considered necessary to protect the service.
- Q10. Can engineers on the north end extra board request hold-downs on assignments operating west?  
A10. Yes, but only after the hold-down is passed up by engineers holding positions on the west extra board.

- Q11. When the North or West engineer's extra-board is exhausted and an Assistant Engineer vacancy exists, how will this position be filled?
- A11 By calling the first out Engineer on the north or west Engineer extra-board (whether qualified on the physical characteristics or not), to fill the Assistant Engineer vacancy.

**APPENDIX “T” – Labor Protection Provisions**

May 31, 1998

Mr. Mark B. Kenny, General Chairman  
Brotherhood of Locomotive Engineers  
General Committee of Adjustment – Amtrak  
Cherry Tree Corporate Center – Suite 125  
535 Route 38  
Cherry Hill, NJ 08002-2948

Dear Mr. Kenny:

This will confirm our understanding that notwithstanding any arbitration award that may be issued pursuant to Section 141(c) of the Amtrak Reform and Accountability Act of 1997, employees who are receiving labor protection benefits pursuant to Appendix C-2 or pursuant to a shop craft labor agreement as of March 31, 1998, or who are determined to be eligible to receive such benefits as a result of a “transaction” or a “change of operations” that occurred on or before March 31, 1998, as those terms are defined respectively in Appendix C-2 or the relevant shop craft “Transfer of Work – Abandonment of Facilities” rules, will receive such benefits in accordance with the terms of Appendix C-2 or the relevant shop craft agreement.

Very truly yours,  
*(original signed by)*  
Joseph M. Bress  
Vice President  
Labor Relations

Agreed:  
*(original signed by)*  
Mark B. Kenny, General Chairman  
Brotherhood of Locomotive Engineers

cc: Joel Parker

**BOARD OF ARBITRATION**

**(Convened pursuant to a May 31, 1998  
Arbitration Agreement with respect to the  
labor protective provisions of various  
Collective Bargaining Agreements)**

**In the matter of the Arbitration**

**between**

**NATIONAL RAILROAD PASSENGER CORPORATION  
AMTRAK**

**-and-**

**COALITION OF AMTRAK UNIONS**

**Richard Mittenthal  
Chairman**

**Joshua M. Javits  
Amtrak-Designee**

**Carl E. Van Horn  
Coalition-Designee**

## **BACKGROUND**

This interest arbitration case arose out of Section 141 of the Amtrak Reform & Accountability Act of December 1997. The parties are the National Railroad Passenger Corporation, better known as Amtrak, and a coalition of fourteen unions (Coalition) who represent some 22,000 employees in various Amtrak bargaining units. The parties disagree as to what labor protective provisions (LPPs) should be included in the various collective bargaining agreements (CBAs).

The background facts are not really in dispute. In the 1960s, perhaps earlier, railroads were abandoning passenger service and limiting their business activity to hauling freight. The commuter railroads serving major metropolitan areas continued, of course, to carry passengers. But inter-city passenger service was disappearing. In order to preserve such service, the Congress passed the Rail Passenger Service, Act (RPSA) in 1970. It established Amtrak, a national railroad corporation, to provide the intercity service that private carriers were no longer willing to provide.

Section 405 of this Act required Amtrak to create “fair and equitable arrangements” to protect employees adversely affected by a discontinuance of intercity passenger service. These “arrangements”, the so-called LPPs, were negotiated by the parties and certified by the Secretary of Labor in 1971 (C-1) and 1973 (C-2). There were several types of LPP. One, designated as C-1 protection, covered employees of private freight carriers who did not obtain subsequent employment with Amtrak. Another, designated as C-2 protection, covered Amtrak employees, including those who were former employees of private freight carriers. There was also “Rule 10/11” for shop craft employees which provided the same (or much the same) benefits as C-2. The present dispute concerns C-2 and “Rule 10/11” employees.

C-2 benefits mirrored the kind of LPPs in effect at many of the freight railroads. Its major characteristics can be briefly explained. To be eligible for a LPP benefit, an employee had to be adversely affected by a “transaction”. That adverse effect was either “displacement” to a “worse position” with respect to pay or work rules or “dismissal”, that is, losing one’s position. The “transaction” trigger for operating and non-operating crafts was a discontinuance of intercity passenger service. The “transaction” trigger for shop crafts under “Rule 10/11” was transfer of work across seniority district lines or abandonment or discontinuance of a facility or a combination of two or more facilities. Assuming a “transaction” and a “dismissal” or “displacement” of an operating employee, for example, the latter was to receive a certain sum of money for a period that could last as long as six years. The money benefit was defined with precision for each covered situation. A similar arrangement was in place for shop craft people. C-2, in short, was an attempt to reimburse an employee for all or part of the money loss he experienced on account of certain operating changes.

Amtrak has never been self-sufficient. Its operating revenues have not covered its operating costs. It has been able to continue functioning only through large federal operating and capital subsidies. Those subsidies, however, prompted Congressional criticism of Amtrak’s performance. That criticism grew over the years, particularly as the government sought to address the problem of its large budget deficits. This led to two significant pieces of legislation in 1997. The first was the

Taxpayer Relief Act (TRA) which, among other things, granted Amtrak 2.3 billion dollars for capital expenditures. Under the terms of the TRA, Amtrak is required to provide a portion of the TRA funds to the States which have no Amtrak service. Each non-Amtrak State (six in the first year) received 1 percent of the total TRA funds disbursed. The same formula will apply in the second year, leaving approximately 2 billion of the total 2.3 billion dollars for Amtrak's use. This grant was conditioned upon the enactment of legislation which Congress believed would enable Amtrak to change its operating methods and achieve new efficiencies and cost savings. That condition was met a short time later with the passage of the Amtrak Reform & Accountability Act (ARAA).

ARAA included a number of "Findings" as the basis for this legislation. It stated among other things:

- that "Amtrak is facing a financial crisis, with growing and substantial debt obligations severely limiting its long-term viability",
- that "all of Amtrak's stakeholders, including labor, management...must participate in efforts to reduce Amtrak's costs and increase its revenues",
- that "additional flexibility is needed to allow Amtrak to operate in a businesslike manner to manage costs and maximize revenues", and
- that "Amtrak and its employees should proceed quickly with proposals to modify [CBAs] to ... realize cost savings which are necessary to reduce Federal assistance".

It also created an Amtrak Review Council (ARC) to oversee Amtrak operations and determine whether Amtrak was meeting the objectives set forth in ARAA. A failure to meet those objectives by the end of the fiscal year 2002 could prompt Congress to liquidate Amtrak. The possibility of such dire consequences is plainly contemplated by ARAA.

More to the point, Section 142 of ARAA "extinguished" any CBA provision between the parties "relating to employee protection arrangements and severance benefits ... including all provisions of Appendix C-2 ...." This repeal of LPPs took effect June 1, 1998. Section 141 anticipated that the parties would negotiate new LPPs and that should they fail to reach agreement they would resolve their differences through either of two possible procedures. One such procedure was binding arbitration under Section 7 of the Railway Labor Act. The ruling of such an arbitration panel would be retroactive to April 1, 1998. It should be noted too that Section 141 (e) provides that "nothing in this Act ... shall affect the level of protection provided to freight railroad employees and mass transportation employees as it existed on [December 1, 1997]."

The parties exchanged proposals with regard to the terms of future LPPs in their CBAs. They discussed the matter at length but their negotiations proved fruitless. They decided to submit this dispute to binding arbitration. A three-person Board was duly constituted following the procedure set forth in Section 141. It consists of Joshua M. Javits, Amtrak-designee, Carl E. Van

Horn, Coalition-designee, and Richard Mittenenthal, Neutral Chairman. Hearings were held in Washington, D.C. on April 14, 15, and 16, 1999. Amtrak was represented by Harry A. Rissetto and Katherine B. Houlihan, Attorneys (Morgan Lewis & Bockius). The Coalition was represented by Mitchell Kraus, General Counsel, Transportation Communications International Union, Clinton J. Miller, III, General Counsel, United Transportation Union, Harold A. Ross, General Counsel, Brotherhood of Locomotive Engineers, Donald F. Griffin, Assistant General Counsel, Brotherhood of Maintenance of Way Employees, Christopher Tully, Assistant General Counsel, TCU, and Joel Parker, Vice President, TCU, and Chairman, Amtrak Bargaining Coalition. A transcript of the proceedings was made. The Coalition submitted a brief at the close of the hearings. Amtrak filed a post-hearing brief on July 7, 1999. The Coalition filed a reply brief on August 20, 1999. The Board met in executive session on October 2, 1999. The parties, by written agreement, extended the time for the issuance of this Award to November 1, 1999.

## **POSITIONS OF THE PARTIES**

The Coalition Urges the board to resolve this dispute primarily, but not entirely, on the basis of the “prevailing pattern of protective benefits in the railroad industry”. It emphasizes the dominant role of “patterns” in wage and rules determinations by Presidential Emergency Boards (PEBs) and by the rail industry itself. It notes, in this connection, the rationale of PEB No. 234 which rejected Amtrak’s attempt to depart from the rail industry “pattern” in dealing with wages and rules in the most recent round of industry-wide negotiations. It believes that rationale is equally applicable here. It stresses that its LPP proposal, for the most part, follows the former C-2 arrangements for operating and non-operating crafts and the former “Rule 10/11” arrangements for shop crafts and would be largely consistent with the LPPs available to all crafts within the industry.

The Coalition states that its proposal calls for certain LPP benefits to be somewhat less than had earlier been available under C-2 and “Rule 10/11”. It notes, for example, that the length of protection would be reduced from a maximum of six years to a maximum of five years and that the level of protection (i.e., the amount of the benefit) for those who are displaced would remain 100 percent of an average month’s earnings. For those who are dismissed, however, the allowance would be 60 percent rather than 100 percent. The separation allowance would be computed in a manner consistent with the Washington Job Protection Agreement (WJPA).

In other respects, however, the Coalition would add certain LPPs which had never been part of C-2 or “Rule 10/11”. Specifically, it seeks a supplemental unemployment benefit (SUB) plan which would pay a \$50 per day benefit (\$250 per week) to eligible employees, those with ten years’ seniority who are unemployed over 20 days in a 12-month period. It also seeks a successorship clause which would require Amtrak to condition any sale of its operations on the purchaser agreeing to continue in effect the existing CBAs including all LPPs and to recognize the Coalition unions as the bargaining representatives of their respective crafts. It asserts that Amtrak’s LPP proposal, by comparison, does not meet WJPA standards which are the rail industry baseline and would leave Amtrak employees with inferior protection well below the minimum in the industry.

The Coalition estimates that the cost of its proposal, including SUB, would be somewhere between \$1.1 and \$1.7 million per year. It contrasts this figure with Amtrak's C-2 (presumably "Rule 10/11" as well) cost of \$36 million over the last 24 years, an average of \$1.5 million per year. It observes that Amtrak has built into its strategic business plan for the coming years the historical cost of between \$1.0 and \$1.5 million for LPP wage costs. It believes, accordingly, that its proposal would not impose an undue financial burden on Amtrak. In any event, its position is that Amtrak should reasonably be expected to bear the cost of providing its employees the minimum LPP benefits they would be entitled to were they Class I railroad employees. And, it adds, the Coalition proposal calls for less than the prevailing LPPs enjoyed by Claim I railroad employees.

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Amtrak begins its analysis of the dispute by emphasizing the terms of the ARAA. It notes that Congress eliminated the then existing LPPs in the various craft CBAs, anticipated a reduction in such benefits, and made clear that any such reduction would not affect LPPs on the freight railroads. It argues that Congress in effect rejected the notion of using freight railroad "patterns" to determine Amtrak benefits. It says that such Congressional action was a product of its wish to make Amtrak operationally self-sufficient and thus eliminate the federal government's operating subsidies to Amtrak. It says Congress underscored its wishes by creating ARC and a procedure which could well lead to the liquidation of Amtrak after fiscal year 2002.

Amtrak explains that in order to satisfy Congress' goal, it must increase revenue and control costs. It insists that the "contingent costs" of LPP make it much more difficult for Management to experiment with new routes, to reduce the number of trips on existing routes, to bid for maintenance and service business, to initiate or modify State-assisted service, or to take a variety of other initiatives. It contends that such "contingent costs" inhibit Management's ability to be nimble, to make decisions quickly without fear of incurring cost penalties from LPPs, and hence inhibit Management's ability to raise revenue. It therefore believes a more modest safety net of LPP costs is appropriate. It urges that such a cost reduction be achieved in two ways - a more limited definition of the "transactions" which trigger benefits and a lower level of benefits. It suggests that adoption of the Coalition's LPP package, even greater employee protection than existed before ARAA, would likely cause Congress to question Amtrak's capacity to deal with this significant issue.

Amtrak insists that the basic purpose of LPPs is to allow employees adversely affected by a Management change in operations to transition to other employment, perhaps in another industry, with some form of financial aid. It claims that such a purpose can surely be achieved without need of five years at substantial compensation. It alleges that the "pattern" of LPP benefits in the railroad industry is far in excess of what exists in any other industry. And it states further that Amtrak, an unprofitable passenger railroad subject to the ARAA and dependent on federal subsidies, should not be bound by any "pattern" set by the profitable freight railroads.

Amtrak contends that its LPP proposal offers a reasonable alternative to what had previously been in effect under C-2 and "Rule 10/11" given the critical initiatives Management must now take



to comply with ARAA. It asserts that the cost analysis behind the Coalition proposal is highly conjectural and is based on a number of faulty assumptions. It opposes any successorship arrangement on the ground that no precedent exists for such a clause in the railroad industry and that this is a matter for Congress, rather than this Board, to determine. It opposes the SUB plan on the ground that such a matter should be negotiated in conjunction with the contracting out provision of the RPSA which Congress (in Section 121 of the ARAA) repealed and placed in the current CBAs for future negotiation, that the granting of SUB elsewhere has been a quid pro quo for some union concession, and that SUB has been introduced in certain railroad relationships as a substitute for, not a supplement to, LPP benefits. It contends that the SUB issue should not be part of this arbitration.

## **DISCUSSION AND FINDINGS**

This dispute concerns the level and nature of LPP benefits to be incorporated in the current CBAs. Amtrak recognizes that, notwithstanding the importance of reducing its costs, some LPP benefits are appropriate. It asks this Board to embrace a level of benefits considerably less than what had been in effect prior to Congress' elimination of the LPP clause. It believes such restraint is necessary in order to enhance its chances of achieving the operational self-sufficiency demanded by the ARAA. The Coalition recognizes that some reduction in the pre-existing level of benefits, that is, in displacement and dismissal allowances, is appropriate. But it would add to these allowances certain new LPP features, namely SUB and successorship obligations, which had never been part of the CBAs. It believes this is necessary in order to protect employees against the possibility of a failure in Amtrak's strategic business plan, against the ever-present possibility of job loss and temporary unemployment.

The coming years represent a critical period in Amtrak's existence. Given the Congressional intent behind ARAA, it would appear that Amtrak must now increase its revenues and decrease its costs if it is to avoid major reorganization or liquidation. Operating subsidies appear to have ended. The dangers are real. Everyone involved in this enterprise, employees and managers alike, has a large interest in finding a LPP package which will help Amtrak realize its goal of self-sufficiency while at the same time provide employees with a reasonable level of job protection. It is these objectives which we have kept in mind as we analyzed the record in this case.

### **I - ARAA**

Congress, in enacting the ARAA, repealed that portion of the RPSA which had required "fair and equitable" LPPs and also extinguished the existing LPPs in any CBA between Amtrak and the various unions in the Coalition. Its purpose, as set forth in the ARAA, was to help the parties in effect "to reduce Amtrak's costs and increase its revenues" and to provide Amtrak with "additional flexibility" so as "to operate in a businesslike manner" in managing costs and maximizing revenues. It urged the parties "to modify [CBAs] to make more efficient use of manpower and to realize cost savings ...". That Congress contemplated lower LPP costs for Amtrak seems perfectly clear.

However, it is also true that Congress simply directed the parties to negotiate new LPP arrangements and offered them the opportunity to arbitrate if the negotiations proved fruitless. Nothing in the statutory language states what the outcome of such an arbitration should be. As the Coalition noted at the arbitration hearing, the ARAA "... sets no limits on what the parties may agree [to]". But the silence of Congress on this point, its unwillingness to dictate specific LPP arrangements as a substitute for collective bargaining, does not mean the purposes it expressed in the ARAA can be ignored. Those purposes are a necessary backdrop against which the Board should examine the parties' proposals. It was Congress, in establishing Amtrak through the RPSA, that required LPPs for Amtrak employees. It was Congress again, through the ARAA, that eliminated these LPPs and anticipated cost restraint in negotiating a new and more modest LPP arrangement.

To ignore the Congressional statements of purpose found in the ARAA, under these circumstances, would be to ignore the root basis for this arbitration. The need for lower cost, higher revenue, and greater flexibility is a legitimate consideration for this Board. Congressional purpose is just one of many factors in this dispute. It would be wrong to allow such purpose alone to control the outcome of this case just as it would be wrong to disregard such purpose.

## **II - Comparability**

The Coalition alleges that the "pattern" or "prevailing practice" supports its proposed LPPs. It points to the LPP arrangements in place on the freight railroads and the commuter railroads; it points to the WJPA which was long considered a template for LPP benefits within the rail industry. It believes these are the comparables entitled to the greatest weight in this arbitration. It asserts that Amtrak's proposal falls well below any of these standards and should be rejected.

There are several difficulties with this argument. To begin with, as explained in part I above, this is not a typical interest arbitration. It was prompted largely by Congress' action in eliminating LPPs from the various CBAs in effect for Amtrak employees and in repealing the original statutory basis for the creation of such LPPs. Congress directed the parties to negotiate new LPPs in the expectation that this would mean cost savings and greater managerial flexibility. Congress provided for a period of negotiation in which the parties could agree upon new LPPs; it provided two options if they failed to agree. One was to use the National Mediation Board procedures which might ultimately lead to a strike; the other was to submit their differences to final and binding arbitration. The parties chose the latter option.

That choice was obviously made with full knowledge of Congress' objectives. The parties can no more escape those objectives than the Board can. To allow the alleged comparables to dictate the decision in this case would ignore Congressional intent and thus ignore the charter through which this Board was brought into being.

It must be remembered too that Congress stated in Section 141(e) of the ARAA that "nothing in this Article ... shall affect the level of protection provided to freight railroad employees and mass transportation employees ...." This was plainly an attempt to prevent the results of this arbitration

from having any impact on LPPs for the freights and commuters. If this Amtrak arbitration award cannot be a “pattern” for others, surely the LPPs of others should not be a “pattern” for Amtrak. To rule that Amtrak should be bound by what much of the industry has done would not only disregard Amtrak’s unique situation but also disregard Congress’ intent to distinguish and separate Amtrak from the others.

### **III - Cost Considerations**

There is strong disagreement about the cost consequences of the parties’ LPP proposals. The Coalition says its proposal includes a reduction in LPP benefits, namely, in the dismissal and displacement allowances which existed under C-2 and “Rule 10/11”. It sees its proposal as responsive to Amtrak’s financial ability. Amtrak, on the other hand, says its proposal involves the kind of sensible reduction in LPP benefits that will help it to achieve the goals set by Congress. It insists that the Coalition’s demand would expose it to an “onerous financial burden”.

The problem here is that the parties approach cost from different perspectives. The Coalition emphasizes past costs, assumes the future will be little different, and regards SUB cost, given the ten-year service eligibility requirement, as likely to be relatively small. Amtrak emphasizes future costs, assumes its greater initiatives will expose it to greater LPP liability, and believes SUB cost could in a variety of situations be substantial.

Both parties’ claims are conjectural. No one can say with confidence what the actual LPP cost will be in the coming years. The answer depends on Amtrak’s success or failure in growing its business through new routes and new technology and in controlling cost through better utilization of employees and equipment. The answer depends on the fate of such new business, on the nature and scope of work force disruptions caused by more aggressive decision-making by management. These are highly speculative matters. We suspect that the cost consequences of the Coalition’s proposal will not be as modest as it anticipates. We suspect that the cost consequences of the Coalition’s proposal will not be as large as Amtrak fears. But we do know that LPP benefits, like any other cost, are a real factor in management planning.

This cautionary view leads us to treat cost in a somewhat neutral fashion. That is, cost considerations alone cannot defeat the Coalition proposal any more than they can buttress the Amtrak proposal. We shall look elsewhere to the extent we find it appropriate to do so.

The cost issue encompasses a number of considerations, some of which are interrelated. Three factors in particular require discussion: (1) the Coalition’s SUB proposal, (2) the “transaction” triggers, those changes in circumstances that bring LPP benefits into play, and (3) the level of the displacement and dismissal allowances, the length of time an employee remains eligible for such an allowance.

## **IV - SUB**

To begin with, Amtrak urges that the Coalition's request for a SUB plan is beyond the scope of the arbitration. It refers to the language in Section 141(a) of the ARAA which reveals that the Congress contemplated negotiations and possible arbitration "with respect to all issues relating to employee protective arrangements and severance benefits which are applicable to employees of Amtrak ...." It argues that this language refers only to those LPPs in effect at the time they were eliminated by ARAA, that no SUB plan was in effect at Amtrak prior to ARAA, that SUB was not one of the "protective arrangements ... applicable to employees of Amtrak", and that this subject therefore cannot be considered by the Board. The Coalition disagrees. It emphasizes that "all issues ..." concerning LPPs can properly be raised before the Board so long as they concern "protective arrangements...applicable to employees". It urges that SUB meets this test.

Section 141(a) is ambiguous. Its language could reasonably be read to support either party's argument. There is no need, however, to resolve this ambiguity. Even assuming the SUB proposal is properly before us, we do not accept it.

The cost estimates of the SUB proposal are dependent on many factors which are difficult to measure. SUB could prove to be far more expensive than the Coalition anticipates or it could prove to be far less expensive than Amtrak suggests. This is a highly speculative matter. Since Amtrak has been formed, no CBA with any of its unions has contained a SUB plan. New LPPs of this nature within the industry have ordinarily been agreed upon, or have been imposed by statute, due to structural changes that threaten substantial job loss. No such immediate threat appears to be present here. Amtrak's plans call for expansion rather than contraction. The problem on the horizon is the ARAA provision which calls for negotiations with respect to Amtrak's contracting out authority. A greater use of contractors might well result in more temporary unemployment. That in turn might well call for some form of supplemental unemployment benefit, a SUB, beyond current RUIA benefits. Given Amtrak's troubled condition and given the need for moderation, this is hardly the time for an innovation as significant as SUB. This matter is best left for the next round of bargaining which is about to begin. Those negotiations will offer a far more reliable procedure for exploring the true costs and benefits of SUB. The Conrail SUB history is plainly distinguishable from Amtrak's circumstances.

## **V - "Transaction" Triggers**

LPP costs are intimately related to the "transaction" triggers which define the circumstances under which employees become eligible for LPP benefits. The narrower or more restrictive the trigger, the less employees will receive and the lower the LPP costs for Amtrak. The broader or more expansive the trigger, the more employees will receive and the greater the LPP costs for Amtrak. The parties disagree as to how the triggers should be defined and what "exceptions" should be applied to the triggers. Each of these matters presents a distinct challenge and calls for a separate answer.

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The C-2 “transaction” trigger was the “discontinuance of intercity rail passenger service” below tri-weekly on a route. That is, employees on a given route were entitled to LPP benefits when passenger service on that route was eliminated or was reduced to just one or two trips per week. The Coalition believes this should remain the applicable criterion. Amtrak urges at least two changes.

First, Amtrak would limit the trigger so that it applies only to passenger service in effect as of March 31, 1998.<sup>1</sup> This would mean that any new intercity service established after March 31, 1998, would not be covered by LPPs. Employees dismissed or displaced from such a new service would receive no LPP benefits. We do not accept Amtrak’s proposed limitation. Amtrak itself recognizes that some form of LPP is appropriate for employees involved in intercity services in effect on March 31, 1998. To deny that LPP coverage to employees merely because they are part of a service created after that date seems arbitrary. The employee need is the same in either event. If LPPs are a sensible protective device, as everyone agrees, they should be available to all employees regardless of when their service happens to have been established.

We recognize, however, that management can never be certain of the utility of new passenger services. New routes may be started in the belief that they are warranted by market conditions and are likely to be successful. Whether they actually succeed will depend on many variables. Because of the real possibility that LPP costs could well inhibit managerial initiatives, we believe Amtrak should be allowed a two-year grace period within which to test a new route with the right to withdraw from that route within this period without incurring LPP benefits. But if the route continues beyond two years, the affected employees would receive LPP benefits should management change its mind and eliminate the route or limit the route to something less than three trips per week.

Second, Amtrak would limit the intercity service trigger so that it applies only to a complete cessation of all trains on an existing route. This would mean that a reduction in such service to one or two trains per week would not trigger any LPP benefit for dismissed or displaced employees. We do not accept this proposed limitation. To begin with, the trigger for years has been anything less than three trains per week. Nothing in the record suggests that one or two trains per week is a feasible arrangement. When it has been tried, it apparently has not worked out. Amtrak recognizes that its ability to meet the Congressional goal of self-sufficiency depends on expansion rather than contraction of its intercity services. It seems highly unlikely that this kind of limited reduction in service will occur. In any event, employees have need of LPP benefits whether the reduction is from four to three trains (LPP coverage not in question), from three to one or two trains (no LPP coverage under Amtrak proposal), or from one or more trains to none (LPP coverage not in question). The distinction Amtrak proposes is not persuasive.

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<sup>1</sup> Neither side has proposed any change in the present “transaction” trigger for the shop crafts.

Several “exceptions” to a “transaction” trigger are in dispute. The parties agree that an “exception” should be provided, as was the case under C-2, for any seasonal inter-city passenger service which is discontinued in 120 days or less. Amtrak proposes that this exception be limited so that it applies only to seasonal services existing as of March 31, 1998, and not to any such service introduced at a later date. For the reasons already expressed, this proposal is rejected.

Amtrak also urges, as has apparently been true in the past, that any jobs “associated with Federal, State and local governmental projects and contracts [including rail services], or private sector projects and contracts” be excluded from LPP coverage. The Coalition disagrees. This “exception” would apply, for instance, to situations in which a State agrees to underwrite Amtrak’s operating losses on some route segment within its borders and later cancels or refuses to renew its contract with Amtrak. And it would apply to a situation in which a metropolitan transit agency contracts with Amtrak to perform maintenance work on its trains for a period at years and later changes its mind. Amtrak employees are dismissed or displaced when these contracts are terminated.

The proposed “exception” involves matters which were not fully explored in the parties’ briefs. There are equitable considerations on both sides of this issue. And the “transaction” language in Article III(a) of C-2 can hardly be considered unambiguous. Because of these uncertainties, we direct the parties to negotiate on this Amtrak proposal in an attempt to find a satisfactory solution. If they do not reach agreement within 60 days of the date of this Award, they shall submit briefs to the Board and a final ruling on this point will follow.

In all other respects, the “exceptions” in place under C-2 and “Rule 10/11” should continue in effect under the current CBAs. The parties agree that because commuter railroad service performed by Amtrak is not “intercity ... service”, it is not covered by the LPPs. The LPP “procedures” in place under C-2 and “Rule 10/11” should continue in effect under the current CBAs.

## **VI - Scope of LPP Benefits**

The parties have very different ideas as to the scope of LPP benefits to be provided. They disagree on (1) the length of service required to be eligible for such benefits, (2) the length of protection, that is, the duration of such benefits for an eligible employee, and (3) the level of benefits, that is, the amount of money to be paid to an eligible employee. The details are set forth in the following discussion.

It should be noted that under C-2 and “Rule 10/11”, there was no length of service requirement. Affected employees received benefits related to the length of their service up to a maximum of six years. And the benefit was income protection based on a monthly guarantee calculated by averaging an employee’s 12 months’ wages preceding his dismissal or displacement.

As to the length of service requirement, the Coalition proposes the same arrangement as in C-2 and “Rule 10/11”. Amtrak, however, would require two years’ service in order to be eligible for displacement and dismissal allowances. The notion that fringe benefits increase with years of

service is well-accepted throughout American industry. Vacation time, retirement pay, and so on become more generous as one accumulates service. That is true at well for the length of protection for displacement and dismissal allowances. Short-service employees simply have not invested enough time on the job to be entitled to the larger benefit. The question here is whether there should be a two-year service requirement in order to be eligible for these allowances. We find that such a requirement is a sensible device which will reduce LPP cost and will make employees earn the right to these allowances through a brief period of work.

As to length of protection, Amtrak urges a sliding scale, based on years of service, to a maximum of two years of protection. The Coalition urges a sliding scale to a maximum of five years of protection. Their differences can be seen in the following table:

<u>Amtrak</u>		<u>Coalition</u>	
<u>YOS</u>	<u>Amount</u>	<u>YOS</u>	<u>Amount</u>
2+ to 6	3 mos. pay	0 to 1	60 days pay
6+ to 9	6 mos.	1+ to 2	6 mos.
9+ to 12	9 mos.	2+ to 3	12 mos.
12+ to 18	12 mos.	3+ to 5	18 mos.
18+ to 24	18 mos.	5+ to 10	36 mos.
24+	24 mos.	10+ to 15	48 mos.
		15+	60 mos.

In resolving this issue, we have considered the fact that Amtrak has already included in its strategic business plan for the coming years a LPP benefit cost of 1 to 1.5 million dollars per year and the further fact this cost over the past 24 years has averaged 1.1 million per year. Thus, prior to this arbitration, Amtrak anticipated that its LPP costs would continue to be essentially what they have always been. We know too that C-2 and "Rule 10/11" costs in previous years were based on conditions which have, through the rulings already made, been modified in Amtrak's favor. All of this is bound to reduce its LPP benefits cost. Moreover, Amtrak's witnesses stressed that management would in all probability expand rather than contract its routes and that it had no plan for any major reduction in routes. These and other factors all point to fewer LPP "transactions" in the coming years. Finally, the long history regarding the level of LPP benefits is entitled to substantial weight as is the need for moderation. We do not believe, given the changes we have embraced, that the level of benefits required by this award is likely to be troublesome. Of course, there is a large element of conjecture in whatever we do. Accordingly, apart from certain modifications we deem appropriate, we accept the Coalition's notion of a maximum of five years' protection, a 100 percent displacement allowance and a 100 percent dismissal allowance. The level of benefits shall be as follows:

<u>YOS</u>	<u>Amount</u>
2 to 3	6 mos. pay
3+ to 5	12 mos.
5+ to 10	18 mos.
10+ to 15	24 mos.

15+ to 20	36 mos.
20+ to 25	48 mos.
25+	60 mos.

As for health benefits (medical and dental), they should continue for the length of the employee's coverage, that is, for the length of time he is entitled to LPP benefits.

## **VII - Separation Payment**

Under C-2 and "Rule 10/11", a dismissed employee who was entitled to LPP benefits could resign and opt for a separation allowance, a lump-sum payment in lieu of a dismissal allowance. The separation pay involved a sliding scale - based on years of service - to a maximum of 12 months at 30 days per month. The Coalition asks that this arrangement be continued. Amtrak asks that separation pay be reduced to two-thirds of its proposed dismissal allowance (see Part VI of the award) based on a normal work month.

We have already provided for a reduced dismissal benefit. We are not convinced it is necessary to reduce the separation payment further except that an employee must have two years' service before he is entitled to this payment. Apart from this single change, Section 9 of the WJPA will continue to determine the size of the separation payment, the maximum still being 12 months' pay.

## **VIII - Relocation Benefits**

Under C-2 and "Rule 10/11", a dismissed employee required to change his point of employment and move his residence was entitled to moving expenses, travel expenses, and so on. The Coalition seeks substantially the same relocation monies. Amtrak seeks to place a limit on relocation expenses, namely, \$2000 for renters and \$6000 for homeowners.

Here too we believe the C-2 and "Rule 10/11" should be continued. Nowhere, has the Board been given any specifics as to the size of relocation expenses in the past. We shall not assume that those expenses pose any real burden for Amtrak.

## **IX - Successorship Language**

The CBAs presently on effect contain no successorship language. The Coalition proposes that the CBAs include a clause which would require that Amtrak condition any sale of its rail lines (or any contracting out of its operations) upon the purchaser (or contractor) agreeing to honor the existing LPP arrangements and to preserve employee rights and benefits under such CBAs, including the right to continue to be represented by unions of their own choosing. Amtrak insists no such clause is justified.

There appear to be no precedents for a successorship clause in the rail industry. More important, such a broad clause could well interfere with Amtrak's ability to take the initiatives so



important to its future. The costs and consequences of such a clause are unknown. Given the need for Amtrak to achieve self-sufficiency within the next few years, this is not the time to impose a new successorship requirement. The Coalition's proposal is rejected.

## **AWARD**

The Coalition's SUB and successorship proposals are rejected.

The "transaction" triggers and "exceptions" to be included in the collective bargaining agreements are set forth in Part V.

The scope of the LPP benefits to be included in the collective bargaining agreements is set forth in Parts VI, VII and VIII.

This award shall be retroactive to April 1, 1998. It is to be considered "final, binding and conclusive" as the parties themselves stipulated in their May 21, 1998 Arbitration Agreement.

With respect to unions other than the BMW, BRS and TCU (Clerks/Telegraphers), the provisions of this Award shall not be amendable until the date on which each union's labor agreement that was under negotiation as of May 31, 1998, may be reopened. With respect to the BMW, BRS and TCU (Clerks/Telegraphers), the provisions of this Award shall not be amendable until the date that the last collective bargaining agreement with the BMW, BRS and TCU (Clerks/Telegraphers), respectively, may be reopened.

At the written request of either duly designated representative (J. M. Bress for Amtrak and J. M. Parker for the Coalition), any difference that arises as to the meaning or application of the provisions of this Award shall be referred back to the Board, within 180 days from the date of the Award, for a final ruling.<sup>2</sup>

/s/ Richard Mittenthal, Chairman

/s/ Joshua M. Javits  
Amtrak-Designee

/s/ Carl E. Van Horn  
Coalition-Designee

October 29, 1999

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<sup>2</sup> Both the Amtrak-Designee and the Coalition-Designee on the Board dissented as to portions of the Award. However, each ruling in the Award is supported by at least two of the three Board members.

**DISSENT TO PORTIONS OF THE AWARD IN  
AMTRAK – COALITION OF RAIL BROTHERHOODS  
LABOR PROTECTION PROVISION ARBITRATION**

**By Joshua M. Javits, Partisan Neutral**

Based upon the primary objective of the Award in this matter, “finding an LPP package which will help Amtrak realize its goal of [operating] self-sufficiency while at the same time providing employees with a reasonable level of job protection”, I concur with the portions of the Award that recognize and facilitate the operational imperatives Amtrak faces in achieving operational self-sufficiency by the end of FY 2002 and setting reasonable levels of benefits. However, I must dissent from those portions of Section V (Transaction Triggers) and Section VI (Scope of LPP Benefits) that constrain Amtrak’s ability to act consistent with its Congressional mandate, that award excessively lengthy periods of labor protection when triggering events occur, that award benefit levels in excess of the Coalition’s proposal and that require Amtrak to undertake additional isolated negotiations and possibly additional briefing to protect it from serious financial implications of funding and service decisions which are outside of its control.

**1. State, Regional and Local Agreements and Projects Should be Exempt from LPP Coverage.**

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A growing portion of Amtrak’s inter-city rail passenger service is dependent on financial assistance from the states, as well as regional and local entities. This assistance is expressly authorized by the Rail Passenger Service Act and is indispensable to Amtrak’s capacity to continue the operation of routes, trains or service on portions of Amtrak’s inter-city system. This segment of Amtrak’s work, performed by Amtrak employees represented by the Coalition, fundamentally contrasts with the service performed by freight railroads. Amtrak’s continued ability to do the work and to provide these jobs is effectively outside its control.

In the increasing number of situations where inter-city rail passenger service is supported by the states or other government entities, Amtrak has been requiring these entities to cover (or nearly cover) the operating cost of the service. In these situations, political decisions may be made to withdraw the support. Amtrak must then discontinue the service as well as the jobs that are associated with it. This situation is analogous to a “force majeure.” The loss of employment or displacement is caused by reasons beyond Amtrak’s control. Indeed, former C-2 (and Shopcraft Rule 11) did not envision that Amtrak would be responsible for labor protection when employees were adversely affected by events or decisions outside of Amtrak’s control. Thus, under the former protection scheme, labor protection benefits were only available where Amtrak itself “contemplated” the transaction.

Historically, labor protective benefits have been used as a quid pro quo for restructurings that permit a railroad to improve its profitability. This has been true since the Depression-era consolidations that were associated with the Washington Job Protection Agreement of 1936. In situations involving discontinued state or governmental assistance, Amtrak suffers a setback — it does not achieve a benefit. Thus, there is no basis to soften the impact on affected employees

through the imposition of LPPs. Adding LPPs only compounds the economic blow of the loss of state or governmental assistance. When service is discontinued or jobs lost because of decisions by third parties that are beyond Amtrak's control, LPPs are inappropriate. In addition, the prospect of LPPs will make it more difficult for Amtrak to develop this growing segment of its business since the LPPs will create an added cost that must be built into the contract or service-support agreement.

A period of negotiations for the parties to negotiate over this issue distorts the process called for by Congress and the parties, delays implementation and leaves the parties with truncated and partial subject-matter negotiations making it extremely unlikely to reach agreement.

## **2. The Maximum Duration of LPP Benefits Should be 24 Months.**

The reasons stated for the award of LPP benefits for a maximum duration of 60 months are not supported by the record. First, Amtrak did not "anticipate[] that its LPP costs would continue to be essentially what they have always been." On the contrary, Amtrak's CEO testified that unless Amtrak can reduce costs and/or increase revenues to achieve a \$60 million improvement to the bottom line, it cannot achieve operational self-sufficiency by the end of FY 2002. Amtrak proposed changes to former C-2 protection that would reduce its LPP costs below the historical average annual cost of \$1.5 million. Second, although Amtrak's witnesses testified that its current plan is to expand, rather than contract, its route structure, they also emphasized the preliminary status of the market-based network analysis and the need for flexibility throughout the remainder of the strategic business plan cycle. It was precisely because the former C-2 undermined Amtrak's ability to run its operations in a business-like fashion that Congress altered the statutory labor protection scheme. Finally, any speculation concerning the number and cost of triggering events is just that — speculation. Only experience will determine whether the imposition of up to 5 years of LPP coverage will be "troublesome" as Amtrak works to achieve operational self-sufficiency.

The Award places Coalition members at a markedly higher level of protection than the vast majority of American workers. Fewer than 4% of the 418 private companies, Coopers & Lybrand surveyed in 1997 offered severance payments for 24 months to nonexempt employees and no employer outside the rail industry offered severance payments for more than 24 months. A 1995 study of 400 labor contracts conducted by the Bureau of National Affairs revealed that only 39% provided any form of severance payments and of that percentage, 44% provided 10 weeks or less of severance. There is simply no justification for providing up to 5 years of severance payments to Amtrak employees who are displaced or dismissed as a result of triggering events.

## **3. The Level of Dismissal Benefits Should Not Exceed the Proposals of Both Parties.**

The Award provides dismissal benefits that exceed even the levels proposed by the Coalition. The compensation factor in the formula proposed by the Coalition would be set at 60%. Unaccountably, the Award raises the compensation factor to 100%. The net effect is to significantly increase the level of benefits to the affected employees and the cost burden to Amtrak whenever

there is a triggering event. The following chart highlights those instances where the Award enhances benefits beyond those proposed by the Coalition.

Service	Coalition Proposal	Arbitrator's Award	Increased Benefit
2 years	60% of pay for 6 months	100% of pay for 6 months	+2.4 months of pay
5 years	60% of pay for 18 months	100% of pay for 12 months	+1.2 months of pay
20+ years	60% of pay for 60 months	100% of pay for 48 months	+12 months of pay
25+ years	60% of pay for 60 months	100% of pay for 60 months	+24 months of pay

Simply extending the minimum years of service for increased benefits will not significantly lessen Amtrak's economic costs because more than 40% of the employees covered by C-2 and Shopcraft Rule 11 have more than 20 years of service. Additionally, in many instances their point or craft seniority will not permit them to bump to other jobs. The Award, as structured, provides significantly greater benefits than the Coalition ever bargained for in negotiations or sought in the arbitration. It imposes costs that are inconsistent with the acknowledged goal of achieving operating self-sufficiency.

#### **4. The Trigger for LPP Benefits Should Be Complete Discontinuance of Service on an Inter-City Passenger Route.**

Under the former Rail Passenger Service Act, the LPP coverage trigger for discontinuance of inter-city passenger rail services was set at "less than three times per week." There was no reason at that time, and there is no reason today, to find that reduction of service from 7 times per week to 3 times per week is any less significant to an employee than reduction from 3 times per week to 2 times per week. Yet, employees in the former situation would not be covered while employees in the latter situation could receive up to five years of benefits. Amtrak must have the maximum flexibility to adjust the frequency of inter-city rail passenger service, short of complete discontinuance, without incurring labor protection costs. The absence of LPP payments for partial service discontinuance will not strip Coalition members of the protection of the seniority provisions of the various collective bargaining agreements currently in effect. However the current trigger will constrain Amtrak's ability to plan a route system that meets the needs and demands of its customers without incurring costs that defeat the business decisions driven by the market-based network analysis.

**SUPPLEMENTAL AWARD**

**BOARD OF ARBITRATION**

**(Convened pursuant to a May 31, 1998  
Arbitration Agreement with respect to the  
labor protective provisions of various  
Collective Bargaining Agreements)**

**In the matter of the Arbitration**

**between**

**NATIONAL RAILROAD PASSENGER CORPORATION  
AMTRAK**

**-and-**

**COALITION OF AMTRAK UNIONS**

**Richard Mittenthal  
Chairman**

**Joshua M. Javits  
Amtrak-Designee**

**Carl E. Van Horn  
Coalition-Designee**

## BACKGROUND

On October 29, 1999, this Board of Arbitration issued an award Concerning the labor protective provisions (LPPs) to be included in various collective bargaining agreements (CBAS) between Amtrak and a Coalition of fourteen unions (Coalition) which together represent some 22,000 employees in various Amtrak bargaining units.

One portion of the award, pages 14-17, dealt with “transaction” triggers, namely, the circumstances under which employees become eligible for LPP benefits. The narrower or more restrictive the trigger, the less employees will receive and the lower the LPP costs for Amtrak. The broader or more expensive the triggers, the more employees will receive and the greater the LPP costs for Amtrak. The parties disagreed as to how the triggers should be defined and what “exceptions” should be applied to the triggers. The award decided most of the points in dispute.

However, one of the “exceptions” urged by Amtrak raised the following issue:

Amtrak also urges ... that any jobs “associated with Federal, State and local government projects and contracts [including rail services], or private sector projects and contracts” be excluded from LPP coverage. The Coalition disagrees. This “exception” would apply, for instance, to situations in which a State agrees to underwrite Amtrak’s operating losses on some route segment within its borders and later cancels or refuses to renew its contract with Amtrak. And it would apply to a situation in which a metropolitan transit agency contracts with Amtrak to perform maintenance work on its trains for a period of years and later changes its mind. Amtrak employees are dismissed or displaced when these contracts are terminated.

Because these matters had not been fully explored in the parties’ briefs, because there were equitable considerations on both sides of the issue, and because the “transaction” language in Article III(a) of C-2 was not unambiguous, the Board remanded this part of the dispute to the parties for further discussion “in an attempt to find a satisfactory solution”.

The parties’ discussions resulted in four distinct agreements. First, where Amtrak receives private funding for a particular train service (e.g., Reno Fun train, Florida train) and discontinues this service when such funding is eliminated or reduced, no LPP benefits are required. Second, where Amtrak provides special passenger trains (e.g., transport of military troops) pursuant to federal contract and discontinues the trains when the contract is cancelled, no LPP benefits are required. Third, where Amtrak contracts with shippers or USPS on an intercity route and discontinues the route in whole or part when the contract terminates, LPP benefits are required. Fourth, where Amtrak receives federal funding on an intercity route and discontinues the route when such funding ceases or is reduced, LPP benefits are required.

The parties, however, were unable to resolve all of their differences. They have returned to the Board for a ruling on three matters. They submitted briefs on September 17, 2001. The Board met on November 16, 2001, to consider the issues. We sought additional information from Amtrak

which was received on December 20, 2001. Further written arguments were made by both parties in the past few months.

## **DISCUSSION AND FINDINGS**

Shop crafts. This disagreement concerns “insourced” work for shop craft employees. Amtrak wins a contract, through competitive bidding or as sole bidder, to perform repair, maintenance, rehabilitation, or construction in its shops for a private sector company or some governmental unit. When the contract work is completed (or cancelled) Amtrak employees are dismissed or displaced. The question is whether, in such a situation, the affected employees are entitled to LPP benefits.

Our answer is “no”. “Insourced” work is not part of Amtrak’s core shop craft work. It is additional work that helps to provide continuity of employment for the shop crafts; it is additional income, a basis for profits, for Amtrak. When the contract ends, the “insourced” work ends. Amtrak cannot thereafter schedule work which no longer exists. To require Amtrak to give LPP benefits to shop craft people in these circumstances would impose a money burden for a condition over which Amtrak has no control whatever. This should be an “exception” to the “transaction” trigger.

Federally mandated service. This disagreement concerns the federal government requiring train service between certain cities (e.g., between St. Louis and Washington) and supporting this service with federal funds. The federal government then withdraws “its mandate on funds and Amtrak discontinues the service. Employees are displaced or dismissed. The question is whether, in such a situation, the affected employees are entitled to LPP benefits.

Our answer is “no”. This train service is mandated by the federal government. Amtrak has no choice in the matter. It must establish the service requested. But when the mandate ends and Amtrak discontinues the service, it cannot reasonably be expected too provide LPP benefits for a condition it had nothing to do with. Indeed, the parties have already agreed that when Amtrak establishes special passenger trains pursuant to federal contract and discontinues the trains when the contract is cancelled, no LPP benefits are required. This situation is sufficiently similar to the case of federally mandated service to call for the very same result. The latter should also be an “exception” to the “transaction” trigger.

State-appointed train service. Amtrak was established by the Rail Passenger Service Act (RPSA) in 1970 to operate a national system of intercity passenger trains. Amtrak has, in addition to the national system, contracted with various states to provide other passenger service. There are presently 19 such state-supported trains. They represent a relatively small part of Amtrak’s total operations - for instance, 18 percent of total train miles and 9 percent (excluding state subsidies) of total train revenue. State support, subject to negotiations with Amtrak, covers a certain percentage of Amtrak’s “operating loss” on a particular train service. That “operating loss” is the dollar amount by which total train and route costs exceed passenger revenue.

It should be emphasized that the freight railroads originally employed the train and engine crews on state-supported trains. Not until 1986 did these crews become Amtrak employees.<sup>1</sup> Hence, any LPP obligations which may have arisen between 1970 and 1986 were apparently the responsibility of a freight railroad. Thereafter, any such responsibility was Amtrak's. The Amtrak Reform & Accountability Act (ARAA) of 1997 repealed all LPP benefits effective June 1, 1998, with the parties being directed to negotiate new arrangements and if unsuccessful being offered the option to arbitrate.

The issue concerns the following scenario. A state fails to renew its contract with Amtrak for train service or puts out the contract for competitive bidding and Amtrak is not the successful bidder. In either event, Amtrak is forced to discontinue this train service and the affected employees are dismissed or displaced. The employees seek LPP benefits from Amtrak.

Amtrak contends that because the discontinuance of train service is the result of a decision made by the state rather than Amtrak, because this decision is "out of Amtrak's control", the job losses should not trigger LPP benefits. It asserts that the imposition of LPP liability in this situation will place Amtrak at a competitive disadvantage in bidding for new state contracts (or in retaining contracts) by raising its contingent costs and hence distorting its cost structure. It asserts further that any LPP liability will place Amtrak at a practical disadvantage in attempting to negotiate full cost recovery from the states.

The Coalition, on the other hand, contends that the existence of state funding for a train service "should not permit Amtrak to escape its pre-existing responsibilities ..." for LPP benefits. It says that because Amtrak was liable for LPPs on state trains long before the passage of the ARAA in 1997, there is no sound basis for relieving Amtrak from that liability now and that "state funding neither created nor increased Amtrak's labor protection responsibilities". It does not believe the continuation of LPPs will place Amtrak at a meaningful disadvantage in its contracting with states.

In evaluating these arguments, it must be remembered what the Board said in its original award:

Congress, in enacting the ARAA, repealed that portion of the RPSA which had required 'fair and equitable' LPPs and also extinguished the existing LPPs in any CBA between Amtrak and the various unions in the Coalition. Its purpose, as set forth in the ARAA, was to help the parties in effect 'to reduce Amtrak's costs and increase its revenues' and to provide Amtrak with 'additional flexibility' so as 'to operate in a businesslike manner' in managing costs and maximizing revenues. It urged the parties 'to modify [CBAs] to make more efficient use of manpower and to realize cost savings ....' That Congress contemplated lower LPP costs for Amtrak seems perfectly clear.

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<sup>1</sup> There was one exception. The crews on the Keystone train became Amtrak employees in 1983.



... It was Congress, in establishing Amtrak through the RPSA, that required LPPs for Amtrak employees. It was Congress again, through the ARAA, that eliminated these LPPs and anticipated cost restraint in negotiating a new and more modest LPP arrangement.

To ignore the Congressional statements of purpose found in the ARAA, under these circumstances, would be to ignore the root basis for this arbitration. The need for lower cost, higher revenue, and greater flexibility is a legitimate consideration for this Board...

There is much to be said for the arguments made by both sides. It is true that LPP benefits were paid by Amtrak when it discontinued state-supported trains in 1981 and 1982 due to insufficient state support. But we note, in this connection, that it was Amtrak's decision, not the state's, to discontinue the trains. The states apparently were willing to continue support but not at a sufficiently high percentage of Amtrak's operating loss. This situation is not likely to recur. When Amtrak was asked by the Board whether there was "any likelihood of Amtrak 'canceling' or getting out of any of the [state-supported] trains ...", it replied, "No ... we are not likely to withdraw services ...." Should this scenario occur again and the decision to discontinue a state-supported train is Amtrak's alone, then we believe Amtrak would be liable for the full LPP benefit set forth in pages 18-19 of our earlier award.

However, a different result is called for when it is the state that cancels the contract with Amtrak and ends its support. Whatever Amtrak's wishes, that particular state-supported train no longer exists. In these circumstances, given the Congressional objectives mentioned above and given Amtrak's need for lower cost, we believe the LPP benefits should be much less than what Amtrak employees on national system trains receive.<sup>2</sup> This distinction is also justified by the differences between these two groups of employees. Those who work on state-supported trains became Amtrak employees in 1986 or later; those who work on national system trains became Amtrak employees in 1970 or later. Those on state-supported trains are ordinarily dependent for their employment on a state's decision, not Amtrak's; those on national system trains are dependent for their employment on Amtrak's decision alone. Both groups of employees, as well as management, have much to gain from the continuation or growth of state-supported trains which serve to feed passengers into the national system and enhance Amtrak's viability. These aims are more likely to be realized through further restraints on LPP benefits.

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<sup>2</sup> Amtrak concedes that if states were to subsidize some part of national system trains, LPPs would nevertheless continue to apply in full for the employees on such trains even if their train routes were discontinued.

For these reasons, the LPP benefits for employees on state-supported trains will be one-third the amount provided in the original award to employees in the national system<sup>3</sup>, assuming of course that the discontinuance of the train is the state's decision, not Amtrak's.

We recognize that if a state train is discontinued, a question may arise as to whether Amtrak or the state is responsible for the discontinuance. Because this would be essentially a fact question, dependent on the circumstances of the particular case, we do not believe it would be appropriate to establish rules or criteria for the resolution of any such dispute.

### **AWARD**

Amtrak's position with respect to the shop crafts and federally mandated service is adopted.

The state-supported train service issue is resolved in the manner set forth in the foregoing opinion.

/s/ Richard Mittenthal  
Chairman

/s/ Joshua M. Javits  
Amtrak-Designee  
Dissenting on state-supported train service  
Concurring on other matters

/s/ Carl E. Van Horn  
Coalition-Designee  
Dissenting on Shop Crafts and Federally mandated  
service  
Concurring on other matters

May 10, 2002

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<sup>3</sup> This means that the level of benefits would be as follows:

<u>YOS</u>	<u>Amount</u>
2 to 3	2 mos. pay
3+ to 5	4 mos.
5+ to 10	6 mos.
10+ to 15	8 mos.
15+ to 20	12 mos.
20+ to 25	16 mos.
25+	20 mos.

## **APPENDIX “J” – New Commuter Service Work Rules**

### **Section A – New Commuter Service (pursuant to Article VII, Section A of the August 1, 1998 Agreement).**

“Commuter service operations assumed after the execution of this Agreement will be governed by the following additional conditions:

1. Amtrak will notify the General Chairman thirty (30) days prior to Amtrak’s operation of a commuter service.
2. Unless otherwise agreed to, assumptions of existing services will be placed in new work zones and new services will be placed in existing zones.
3.
  - a. Employees in commuter service will be paid forty (40) straight-time hours for service performed in a work week and will be paid at the time and one-half rate for all additional service paid for in the work week, except as provided for in paragraph b, below.
  - b.
    - i. Commuter service employees whose assignments include short turnaround passenger service runs, no single trip of which is scheduled to exceed three (3) hours, will be paid overtime for all time on duty, or held for duty, in excess of eight (8) hours, except that time released will be excluded and paid in accordance with paragraph ii, below.
    - ii. Such employees may be released during their tour of duty and will be compensated for such time at one-half the straight time rate for any period of release that exceeds one (1) hour. Time paid for as release time will not be taken into account for purposes of Rule 2(b) in the determination of the forty (40) straight time hours in the work week, except as specifically provided in paragraph iv, below.
    - iii. Except as provided in Rule 13 (Calls), regular assigned and employees assigned to extra boards will be paid a minimum equivalent of eight (8) straight time hours for each tour of duty completed, which will include all time paid for as release time.
    - iv. Employees performing service and paid for such in accordance with iii, above, will be credited with eight (8) hours of service performed at the straight time rate for the purpose of calculating the forty (40) straight time hours of service pursuant to Rule 2(b).

4. The crew bases in commuter service will have a radius of fifty (50) miles from the principal station in the crew base. It will remain the responsibility of employees to report directly to locations within the crew base. However, employees who are required to report to such locations which are within the crew base, but in excess of thirty (30) miles from the principal station, will be compensated as follows:
  - a. Compensation will be limited to the Corporation policy for the use of automobiles.
  - b. Only railroad miles in excess of thirty (30) railroad miles will be utilized in the compensation computation.
  - c. Employees will only be entitled to such compensation when called to fill a temporary vacancy and when there are no commuter or Amtrak trains available for transportation.
5. The parties recognize that commuter service does not constitute intercity rail passenger service and that, accordingly, the Appendix C-2 successor agreement, as negotiated between the parties, does not apply to these services.
6. Where Amtrak determines that it requires a stabilized work force, it is agreed that employees electing to work in commuter service will be unable to exercise seniority to intercity service, except for an exercise of seniority in connection with a mandatory displacement. Likewise, employees in intercity service will only be able to exercise seniority into commuter service at the time of the mandatory displacement. Except that in either case, employees may elect to exercise seniority from one service to another should it develop that they cannot hold a position within thirty (30) miles of the location where they last performed service, and there is a position available in the other service that is closer to their place of residence.
7. Regular assignments in commuter services under this agreement will not be commingled with intercity passenger service, except by agreement.”

## **APPENDIX “K” – Engineer Training Agreement**

MEMORANDUM OF AGREEMENT DATED NOVEMBER 4, 1992, BY AND BETWEEN THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) AND THE EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS.

It is in the parties best interest to maintain a training program to facilitate the training, qualifying, and promotion of engine service trainees, to be certified as locomotive engineers in accordance with the terms of the Agreement. The parties agree to cooperate so that this program will produce the highest caliber locomotive engineers in an efficient, safe, and productive learning environment.

The training provisions are applicable to this engineer training program:

- I.     A.     Amtrak will reimburse trainees for actual, reasonable and necessary travel, lodging and meal expenses while engaged in orientation, classroom instruction, or on-the-job training at locations other than their assigned crew base.
- B.     While engaged in this program, trainees will be compensated at the hourly rate of \$12.00 with a minimum of eight (8) hours per day. During the on-the-job training phase of the program, trainees shall receive lodging or suitable allowance in lieu thereof, and meal allowances and held time as provided under the applicable rules agreement.
- II.    Upon successful completion of the training program, trainees will be certified as qualified engine service employees and shall be accorded a seniority date as provided in the June 7, 1990, letter of agreement. Such fully qualified employees will be entitled to exercise their engine service seniority in accordance with the applicable rules.
- III.   While assigned to the training program, a trainee will not be used in other service prior to completion of the program.
- IV.    A.     The training program will consist of classroom instruction, simulator handling and work experience as determined by Amtrak
- B.     During the classroom instruction phase of the program, trainees will be given final examinations on air brake, operating/safety rules and locomotive equipment and must achieve a minimum passing grade.

If the trainee fails one of these examinations, he will retake the examination within seven (7) calendar days. If the trainee fails to pass a second examination, he will be terminated from the program in accordance with Article VI of this agreement.

- C. Initial sessions on the simulator will be graded on a pass/fail basis. Satisfactory performance on the simulator will be required for advancement to the on-the-job training phase of the program.
- V. A. Passenger engineers will be selected by the designated transportation officer in consultation with the Union representative at each location, to train candidates, if applicable, on both diesel and electric locomotives, in yard, work, conventional passenger and Metroliner service, and during day and night operations. Amtrak will make the final selection based on FRA guidelines and other criteria such as personal safety and operating rule record, locomotive engineer evaluations and supervisory input, subject to the approval of the General Road Foreman and the BLE Regional Chairman having jurisdiction. Subject to paragraph (B), below, the selected Passenger Engineer will be required to give the trainee the necessary experience at the controls (throttle time) and will fill out any necessary evaluation reports of the trainee. For these services the passenger engineer will be paid \$20 per day or trip in addition to all other earnings for each trip or tour of duty.

**Note:** Adopted from Article VIII, Section H, of the August 1, 1998 Agreement.

- B. Passenger Engineers selected to participate will be required to attend an orientation session to explain what is expected of them in the way of monitoring, evaluating and reporting the progress of a trainee. While attending orientation, passenger engineers will be paid in accordance with Rule 16.
  - C. Passenger engineers used in the on-the-job training are responsible for the operation of their train in compliance with all operating rules and the proper instruction and evaluation of trainees. However, while trainees are operating, such passenger engineer will not be held responsible for problems or delays encountered as a result of the following:
    - Station stops - stopping short or long of platform;
    - Ride quality - rough ride resulting from trainee's handling of equipment;
    - Penalty applications - delays resulting from trainee's delay in responding to alerter, automatic train control or cab signal changes;
    - Train handling delays - loss of time into or out of speed restrictions and loss of time in stops and starts.
  - D. At the end of the on-the-job training phase of the program, the trainee will be given a final examination on the simulator which he must achieve a minimum passing grade in order to be certified as a qualified engineer.
- VI. Failing to complete any phase of the training program, including on the job training, in accordance with the terms of this agreement or failure to pass a final examination on the

second attempt will result in termination from the training program. If a trainee is unable to complete the training program due to sickness or authorized leave of absence, he will not be regarded as having failed. The decision as to whether the individual must start the program at the beginning or at another point in the program will be made by the designated carrier representative after consulting with the designated union representative.

**Note:** Prior to terminating a trainee in accordance with this Article VI, the System General Road Foreman, or his designee, will review the progress of the trainee.

- VII. A. If the content or format of the training program changes, the General Chairman will also be advised prior to such change. The General Chairman will also be supplied with the name of each trainee, with the date his training commences and the date of his certification, if he successfully completes the program.
- B. In furtherance of the parties commitment to maintain a quality training program, a standing committee of six (6) members, three (3) from the company, and three (3) from the union, will meet periodically to study the program and make recommendations for improvements as appropriate.

## **APPENDIX “L” – NERSA §1165 Agreement**

AGREEMENT ENTERED INTO THIS 20th DAY OF OCTOBER 1982 BETWEEN THE EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS, AMTRAK AND CONSOLIDATED RAIL CORPORATION (CONRAIL) PURSUANT TO SECTION 1165 OF THE NORTHEAST RAIL SERVICE ACT OF 1981 (NRSA)

WHEREAS the Congress enacted the Northeast Rail Service act of 1981 providing in Section 1165 thereof that Conrail shall be relieved of the responsibility to provide crews to Amtrak for intercity passenger service on the Northeast Corridor effective January 1, 1981; and

WHEREAS Section 1165 also provides that the employees of Conrail with seniority in both freight and passenger service shall have the right to move from one service to the other once each six (6) month period; and

WHEREAS Section 1165 also mandates that Conrail, Amtrak, and the representatives of Conrail's employees with seniority in both freight and passenger service agree to the terms and conditions by which said employees of Conrail who become employees of Amtrak shall retain their seniority with Conrail flowback rights, by December 8, 1982, or submit the matter to binding arbitration;

NOW, THEREFORE, it is agreed that the following terms and conditions are in conformity with and do implement the provisions of Section 1165 of NRSA with respect to the craft of locomotive engineers represented by the Brotherhood of Locomotive Engineers.

### **I. SENIORITY**

- A. All Conrail employees holding seniority rights within the craft of locomotive engineers as of December 31, 1982, shall have the opportunity to exercise those rights to passenger service on Amtrak effective January 1, 1983, and on each and every April 1st and October 1st thereafter, in accordance with the provisions of this Agreement.
- B. The standing of Conrail employees on the Amtrak Passenger Engineers Seniority Roster during each six (6) month period commencing on April 1, 1983, as described in Article I.A. above, shall be in accordance with the Order Selection List provided for in Article III.B.
- C. Any employees hired by Amtrak subsequent to January 1, 1983, in the craft or class of Passenger Engineers represented by BLE, other than those Conrail employees identified in Article I.A. of this Agreement, will establish seniority in accordance with the applicable Amtrak agreement governing rates of pay and working conditions.



## **II. NUMBER OF EMPLOYEES TO BE TRANSFERRED**

- A. The number of positions to be set forth on the Order Selection List for Amtrak Passenger Engineers will be equal to 125% of the number of positions, regular and extra, required for the operations of intercity passenger trains and other yard service assignments supporting such operations within the NEC as of August 1, 1982.
- B. The number of Amtrak Passenger Engineers positions advertised for bid and award will be equal to the number of positions, regular and extra, required in the operation of intercity passenger trains and yard service supporting operations within the NEC as of January 1, 1983.

## **III. TRANSFER OF EMPLOYEES**

- A. A special advertising bulletin will be posted on Conrail advising qualified employees under Article I.A. of their right to indicate interest in obtaining employment as Passenger Engineers on the NEC region of Amtrak. Such bulletin will be posted from October 25, 1982, to November 4, 1982.
- B. Conrail employees qualified under Article I.A. equal to the number of positions referred to in Article II.A., who indicate a desire to transfer to Amtrak NEC in writing to the official designated in the bulletin described in Article III.A., will be placed on the Order Selection List, which will become the Passenger Engineers Seniority Roster for Amtrak NEC, and will be eligible to bid for positions advertised under Article IV.A. of this agreement. Placement of employees according to seniority on the Order Selection List will be in accordance with Appendix "A" of this Agreement.

**Note:** Effective June 2, 1988, Passenger Engineers with prior, prior rights who have been inactive, or where it is known they will be inactive for more than thirty (30) days, due to disability, sickness, illness, suspension or leave of absence will be removed from the working roster and the other active prior, prior right Passenger Engineers will be moved up to fill in their equity slots. Knowledge that a Passenger Engineer will be off for thirty (30) or more days for disability, sickness, or illness will be satisfied upon receipt of written notification to Transportation Superintendent by a duly accredited representative or the Passenger Engineer, stating the reason and anticipated duration. Adjustments to the working roster will be made Monday at 12:01 AM following receipt of notification. (Adopted from Item 2 of Appendix "A" to the June 2, 1988 Agreement.)

- C. Employees who are on suspension, discharge pending appeal, disability, leave of absence, or are full-time Union Representatives during the period specified in Article

III.A. who would otherwise have been entitled to transfer to Amtrak NEC under the provisions of this Agreement, may within five working days following their return to service with Conrail, exercise seniority against a junior employee on Amtrak NEC.

#### **IV. OFFERS OF EMPLOYMENT AND ACCEPTANCE OF EMPLOYEES**

- A. The Amtrak NEC Passenger Engineer positions referred to in Article II.B. will be advertised by special bulletin to the employees on the Seniority Roster established pursuant to Article III.B. from November 15, 1982, through November 26, 1982. Awards of positions shall be posted on December 17, 1982, and the jobs will be effective January 1, 1983.
- B. Any employee who is on the Order Selection List, who either fails to bid or withdraws the bid and would have otherwise been awarded a position shall be removed from the Order Selection List (Seniority Roster) and will be permitted displacement rights to Conrail on January 1, 1983.
- C. The advertising bulletin will include the following statement:

“This will serve as notice that these positions will be established on the NEC Region of Amtrak effective January 1, 1983. The successful applicants for positions with the NEC Region of Amtrak will be considered as having applied for and been accepted for employment by Amtrak. The bid and award will also be considered as the employee’s release to transfer copies of the employee’s service and personnel records to Amtrak.”
- D. The successful applicants will become employees of Amtrak effective January 1, 1983.
- E. Unsuccessful applicants will retain their place on the Order Selection List as provided for in Article II.B. and will be permitted displacement rights on Conrail on January 1, 1983. Unsuccessful applicants regularly assigned to Conrail yard or freight assignments will remain on such assignments.
- F. Vacancies on Amtrak positions which occur after the awards are made under Article IV.A. (and before January 1, 1983) shall be advertised to Conrail employees on the Order Selection List, who were unsuccessful applicants, and if vacancies still remain, in accordance with the applicable Conrail collective bargaining agreement. All such advertisements shall contain the statement contained in Article IV.C.

## **V. RETENTION OF CONRAIL SENIORITY**

- A. Employees transferred to Amtrak pursuant to Article IV. of this Agreement shall retain and continue to accumulate seniority on Conrail and shall be entitled to exercise such seniority under the following circumstances:
  - 1. If deprived of employment as a Passenger Engineer on Amtrak. "Deprived of Employment," as used herein, means the inability of an employee covered by this Agreement to obtain a position in the normal exercise of his seniority rights as a Passenger Engineer with Amtrak. It shall not, however, include a deprivation of employment by reason of retirement, separation allowance, resignation, dismissal or disciplinary suspension for cause, work stoppage, or failure to work due to illness or disability. Employees who are deprived of employment as Passenger Engineers must exercise Conrail seniority rights and will be considered furloughed Amtrak Passenger Engineers with rights to recall in accordance with the appropriate Amtrak agreement.
  - 2. On April 1 and October 1 of each year, by written notice by the employees to Conrail, Amtrak, and the BLE General Chairman at least thirty (30) days in advance thereof.
- B. Employees returning to Conrail pursuant to Articles V.A.1. and 2. above shall exercise their Conrail seniority in accordance with the applicable Conrail Displacement Rule.
- C. Employees returning to Conrail pursuant to Articles V.A.1. and 2. above will retain and continue to accumulate Amtrak seniority in accordance with the applicable Amtrak agreement.
- D. Employees returning to Conrail pursuant to Articles V.A.1. and 2. will be permitted to exercise their Passenger Engineer seniority rights on Amtrak on April 1 and October 1 of each year.

## **VI. EMPLOYEES EXERCISING CONRAIL AND/OR AMTRAK RIGHTS**

As required by Section 1165 of NRSA, Conrail and Amtrak shall have the right to furlough one employee in applicable service for each employee who returns through the exercise of seniority.

**VII. EMPLOYMENT OPPORTUNITIES—UNSUCCESSFUL INITIAL BIDDERS ON THE AMTRAK NEC ROSTER—SUBSEQUENT EMPLOYMENT OPPORTUNITIES ON AMTRAK**

- A. Any Passenger Engineer position advertised after January 1, 1983, and not filled by then current Amtrak Passenger Engineers in accordance with the Amtrak collective bargaining agreement, will be offered first to Conrail employees on the Amtrak NEC Seniority Roster established pursuant to Article III.B. who were not successful bidders under Article IV.A. If any such positions remain vacant, or there becomes a need for new Passenger Engineers, Amtrak will offer such positions to Conrail employees with seniority dates as locomotive engineers prior to January 1, 1983, in seniority order who have indicated, in writing to Amtrak and Conrail, their desire for employment by Amtrak.
- B. On April 1, 1983, and on each April 1st and October 1st thereafter, any Conrail employee covered by this Agreement shall be entitled to exercise the right to move to service as a Passenger Engineer on Amtrak by notifying both Conrail and Amtrak in writing by the preceding March 1st or September 1st of the desire to exercise that right. The determination as to which employees may exercise such rights will be made on the basis of Conrail seniority. An eligible employee will be placed on the Order Selection List (Seniority Roster) in accordance with Appendix “A,” and will be assigned the position held by the Passenger Engineer which he displaces on the Order Selection List until all positions are advertised incident to the change of timetable. Employees displaced and unable to obtain a position as a Passenger Engineer on Amtrak must exercise Conrail seniority rights and will be considered furloughed Amtrak Passenger Engineers with rights to recall in accordance with the appropriate Amtrak agreement.
- C. On April 1, 1983, and on each April 1st and October 1st thereafter, any Amtrak employee covered by this Agreement shall be entitled to exercise the right to move to Conrail by notifying Amtrak, Conrail and the BLE General Chairman in writing by the preceding March 1st or September 1st of the desire to exercise that right. Employees returning to Conrail pursuant to this Article VII.B. shall exercise their Conrail seniority in accordance with the applicable Conrail Displacement Rule.
- D. In the event that the number of employees who move from Conrail to Amtrak is insufficient to fill the required Passenger Engineer positions those positions shall be filled by recalling furloughed Conrail employees in seniority order. When the number of such unfilled positions exceeds 10 percent of the total number of Passenger Engineers in Amtrak service, junior incumbent Passenger Engineers exceeding 10 percent shall remain on their positions until they are replaced by employees recalled from furlough.

- E. Employees entering the employ of Amtrak under this Article VI. will obtain Amtrak seniority in accordance with Article I.B. and exercise same under the applicable Amtrak collective bargaining agreement.
- F. Conrail employees accepted for employment by Amtrak under this Article VII. will retain and accumulate seniority on Conrail. Said employees returning to Conrail shall retain their rights on Amtrak as set forth in Article V.D.

#### **VIII. VACATION ELIGIBILITY, ETC.**

- A. Subject to the provisions of the applicable Amtrak collective bargaining agreement, compensated days and years of service recognized by Conrail shall be used in determining eligibility for benefits such as vacation for employees transferred under Articles III, IV, or VII. Conversely, compensated days and years of service with Amtrak shall be used in determining eligibility for benefits such as vacation of employees returning to Conrail under Articles V or VII.
- B. In the calendar year 1983, Conrail employees transferred to Amtrak in accordance with this Agreement shall be granted not less than the number of vacation days with pay they would have received under the applicable Conrail agreement.
- C. Service performed for Conrail prior to January 1, 1983, shall be considered in determining eligibility for holiday pay for New Year's Day that may be provided in the applicable Amtrak collective bargaining agreement.
- D. There shall be no pyramiding or duplication of any benefit in the application of any portion of this Agreement.

#### **IX. DISPUTES**

Any dispute or controversy with respect to the interpretation, application, or enforcement of the provisions of this Agreement which has not been resolved within 60 days, may be submitted by any of the parties to an Adjustment Board for a final and binding decision thereon as provided for the Section 3, Second of the Railway Labor Act. This time limit may be waived by mutual agreement.

#### **X. COUNTERPARTS**

This Agreement may be signed in any number of counterparts, each of which shall be deemed an original.

Signed at Washington, DC, this 20th day of October 1982.

FOR CONSOLIDATED RAIL  
CORPORATION:

*(ORIGINAL SIGNED BY)*

R. E. Swert  
Vice President - Labor Relations

FOR NATIONAL RAILROAD  
PASSENGER CORPORATION:

*(ORIGINAL SIGNED BY)*

G. F. Daniels  
Vice President - Labor Relations

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS:

*(ORIGINAL SIGNED BY)*

W. J. Wanke  
First Vice President

*(ORIGINAL SIGNED BY)*

J. P. Carberry  
Vice President

*(ORIGINAL SIGNED BY)*

T. J. Cavan  
General Chairman

*(ORIGINAL SIGNED BY)*

Harold A. Ross  
General Counsel

The following procedures will be instituted to establish the Order Selection List and Amtrak's Passenger Engineers Seniority Roster provided for in Article III of the implementing agreement governing the transfer of engine service employees to Amtrak in accordance with Section 1165 of the Northeast Rail Service Act of 1981 (codified at 45 USC 1113).

- I. The number of engine service employees by prior prior right seniority district that were employed in the service, including assignments supporting such service as of August 1, 1982, are:

*Conrail Seniority District "G":*

New York Division	84.10	
Maryland Division	63.85	
Harrisburg Division	18.40	
Philadelphia Terminal		8.00

*Conrail Seniority District "F":*

Shore Line Division	56.50	
Providence Division	<u>+ 16.00</u>	
	246.85	

- II. On the basis of the above figures, the percentage allocations to be used in placing employees on the Order Selection List are:

*Conrail Seniority District "G":*

New York Division	34.07%	
Maryland Division	25.87%	
Harrisburg Division	7.45%	
Philadelphia Terminal		3.24%

*Conrail Seniority District "F":*

Shore Line Division	22.89%	
Providence Division	<u>+ 6.48%</u>	
	100.00%	

The specific Order Selection List is as indicated in Appendix "B."

- III. Engineers will be placed on the Order Selection List on the basis of their prior prior or prior right seniority.

In the event there are insufficient applications from employees with prior prior rights to fill the allocated numbers for any of the Penn Central prior prior right districts, the remaining employees below the last prior prior right employee of that district will be drawn from prior right Penn Central employees and placed on the Order Selection List on the basis of their prior right Penn Central roster standing.

In the event there are insufficient applications from employees with prior prior rights to fill the allocated numbers for any of the New Haven prior prior right districts, the remaining employees below the last prior prior right employee of that district will be drawn from the prior right New Haven Employees Combined Roster, dated 10-31-68, and placed on the Order Selection List on the basis of their prior right New Haven Combined Roster standing.

Vacancies remaining on the Order Selection List, following the exercise of prior prior and prior rights will be filled with applicants from the appropriate Conrail roster on the basis of their Conrail seniority.

- IV. As long as there are prior right employees on the Order Selection List, the standing of the employees will reflect the determined allocation as set forth in Article II of this Appendix



# **PASSENGER ENGINEERS ORDER SELECTION LIST** (NEC Region of Amtrak)

## Seniority Districts

(Conrail Seniority District "G" & "F")

	<u>Engineers</u>			<u>Percentage</u>
New York Division	84.10	= G-NY	=	34.07%
Maryland Division	63.85	= G-MD	=	25.87%
Harrisburg Division	18.40	= G-HB	=	7.45%
Philadelphia Terminal	8.00	= G-PT	=	3.24%
Shore Line Division	56.50	= F-SL	=	22.89%
Providence Division	<u>+ 16.00</u>	= F-PV	=	<u>+ 6.48%</u>
	246.85			100.00%

<u>OSN</u>	<u>Seniority District</u>	<u>OSN</u>	<u>Seniority District</u>	<u>OSN</u>	<u>Seniority District</u>
1	G-NY	27	G-MD	53	G-MD
2	G-MD	28	G-NY	54	F-PV
3	F-SL	29	G-MD	55	G-NY
4	G-NY	30	F-SL	56	F-SL
5	G-MD	31	G-NY	57	G-MD
6	G-NY	32	G-MD	58	G-NY
7	F-SL	33	F-SL	59	F-SL
8	G-HB	34	G-HB	60	G-MD
9	F-PV	35	G-NY	61	G-HB
10	G-MD	36	G-MD	62	G-NY
11	G-NY	37	F-SL	63	G-MD
12	F-SL	38	G-NY	64	F-SL
13	G-NY	39	F-PV	65	G-NY
14	G-MD	40	G-NY	66	G-MD
15	F-SL	41	G-MD	67	F-SL
16	G-PT	42	F-SL	68	G-NY
17	G-NY	43	G-NY	69	F-PV
18	G-MD	44	G-MD	70	G-MD
19	G-NY	45	G-NY	71	F-SL
20	F-SL	46	F-SL	72	G-NY
21	G-HB	47	G-HB	73	G-HB
22	G-MD	48	G-PT	74	G-NY
23	G-NY	49	G-NY	75	G-MD
24	F-PV	50	G-MD	76	G-PT
25	F-SL	51	F-SL	77	F-SL
26	G-NY	52	G-NY	78	G-NY

<u>OSN</u>	<u>Seniority District</u>	<u>OSN</u>	<u>Seniority District</u>	<u>OSN</u>	<u>Seniority District</u>
79	G-MD	87	G-MD	95	G-NY
80	F-SL	88	G-HB	96	G-HB
81	G-NY	89	F-SL	97	G-NY
82	G-MD	90	G-NY	98	G-MD
83	G-NY	91	G-MD	99	F-SL
84	F-SL	92	G-NY	100	G-NY
85	F-PV	93	F-SL		
86	G-NY	94	G-MD		

Employees on the Order Selection List who possess seniority on Conrail Seniority District F – Northeastern will have prior rights to assignments in NEC Working Zone 1. Employees on the Order Selection List who possess seniority on Conrail Seniority District G – Southeastern will have prior rights to assignments in NEC Working Zone 2.

### **Q & A's - SECTION 1165 AGREEMENT**

- Q1. May a Passenger Engineer working on Amtrak remain in such capacity if for any reason his employment relationship with Conrail is severed?
- A1. Yes, however, his position on the Order Selection List/Seniority Roster would be behind *all* Passenger Engineers possessing seniority on Conrail prior to January 1, 1983, inasmuch as the standing on the Order Selection List is based on Conrail seniority. **Agreed: 4/6/83**
- Q2. Article II, (a) of the October 20th Agreement states that "the number of positions to be set forth on the Order Selection List will be equal to 125% of the number of positions as of August 1, 1982." Must Amtrak retain 125% for three (3) years — life of the contract? (BLE 3/22/83)
- A2. The 125% only refers to positions on the Order Selection List; it does not establish a minimum number of Passenger Engineer positions which the Corporation is required to maintain. The number of positions on the Order Selection List in the application of 125% provision will remain in effect until the Section 1165 Agreement is modified in accordance with the Railway Labor Act, as amended. **Agreed: 4/6/83**
- Q3. What impact does the Conrail/CSX/Norfolk Southern merger have on the Section 1165 Agreement?
- A3. Amtrak will not reject "flow back" applications from employees formerly on Conrail who were covered by Section 1165 based solely upon their present employment with either the Norfolk Southern Railroad or CSXT. This agreement is not intended to modify in any other way the October 20, 1982 Section 1165 Agreement or the existing manner in which that agreement is administered by Amtrak. **Adopted from Letter of Understanding dated January 7, 2000.**

**APPENDIX “M” – MBTA Agreements**

MBTA

MEMORANDUM OF UNDERSTANDING DATED JULY 18, 1986, BY AND BETWEEN NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) AND PASSENGER ENGINEERS REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS IN CONNECTION WITH THE PERFORMANCE BY AMTRAK OF SERVICE FOR THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY (MBTA).

Whereas, the Boston and Maine Railroad currently provides engineers to perform certain service for the Massachusetts Bay Transportation Authority (MBTA) and;

Whereas, Amtrak intends to assume the performance of this service at the request of the MBTA and desires to offer employment to the qualified locomotive engineers currently operating such service.

Now, therefore, it is hereby agreed:

- I. Amtrak recognizes the Brotherhood of locomotive Engineers as the bargaining representative of the Passenger Engineers to be employed in the service covered by this memorandum of Understanding.
- II.
  - A. Amtrak will offer employment to qualified engineers holding seniority rights within the craft of locomotive engineers of the involved railroad as of the date of this Agreement.
  - B. Amtrak will notify the Vice Presidents of the Brotherhood of Locomotive Engineers signatory hereto, thirty (30) days prior to Amtrak’s assumption of service.
  - C. Applicants for Passenger Engineer positions, referred to in II.A, will be selected in seniority order from employees qualified as engineer as of the date of this Agreement and placed in a primary or prior right zone roster effective with Amtrak’s assumption of service in accordance with an equity roster supplied by the Organization.
- III. The Northeast Corridor Agreement dated October 26, 1982 as amended and interpreted, will be applied to the operation and service covered by this Memorandum of Understanding, except as hereinafter specifically provided.
- IV.
  - A. Successful applicants for Passenger Engineer positions, referred to in Article II, C., will be placed on the national Off-Corridor Seniority Roster based on their composite date of hire seniority date for engineers.
  - B. The service covered by this Memorandum of Understanding will be placed in Work Zone “CS-1” (Commuter Service) and will be added to the territory of the Off-

Corridor Service covered by the December 23, 1985 Agreement for the purpose of applying Article IV.C.1. of said Agreement to the exercise of seniority between work zones.

- V. Employees on the Boston and Maine engine service roster who apply for but are unable to secure a position under this Agreement, prior to Amtrak assuming the performance service, will be placed in the Work Zone “CS-1” application pool and, as positions become available, they will be offered Passenger Engineer positions which they must accept or relinquish their rights to employment as Passenger Engineers. Upon accepting such positions, they will receive a seniority date in accordance with Rule 3(c).
- VI. Rules 2(b) and 9(a) of the October 26, 1982, Agreement, are amended to respectively define the “work week” for Passenger Engineers on the extra board and the “weekly period” for extra board guarantee purposes as a period of seven (7) consecutive days, starting with Wednesday.
- VII. Compensated days and years of service recognized by Boston and Maine Railroad shall be used in determining eligibility for benefits such as vacation, health and welfare benefits for employees accepting employment with Amtrak.
- VIII. A. In lieu of Letter No. 6 to the October 26, 1982 Agreement, the following will apply to all service covered by this Memorandum:
  - (i) Passenger Engineers whose assignments including short turnaround passenger runs, no single trip of which is scheduled to exceed two (2) hours will be paid overtime for all time on duty, or held for duty, in excess of eight (8) hours except that time released will be excluded and paid in accordance with paragraph (ii), below.
  - (ii) Passenger Engineers may be released during their tour of duty and will be compensated for such time at one-half the straight time rate. Time paid for as release time will not be taken into account for the purposes of straight time hours in the work seek except as specifically provided in (iv), below.
  - (iii) Except as provided in Rule 13, regular assigned employees and employees assigned to extra boards will be paid a minimum equivalent of eight (8) straight-time hours for each tour of duty completed, which will include all time paid for as release time.
  - (iv) Employees performing service and paid for such in accordance with (iii), above, will be credited with eight (8) hours of service performed at the straight-time rate for the purpose of calculating the forty (40) straight-time hours of service pursuant to Rule 2(b).

SIGNED AT PHILADELPHIA, PA., THIS 18<sup>TH</sup> Day of July, 1986

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS

*(original signed by)*

J. P. Carberry  
Vice President

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

*(original signed by)*

C. B. Thomas  
Senior Director  
Labor Relations

MBTA

July 18, 1986  
Letter No. 1

J. P. Carberry, Vice President  
Brotherhood of Locomotive Engineers  
455 Empire Boulevard  
Rochester, New York 14609

Dear Sir:

This is in reference to our discussions regarding this MBTA service and our Agreement which placed such service in Work Zone "CS-1".

During such discussions, it was agreed that the yard work previously performed by the Boston and Maine for the MBTA in and around South Station and Southampton Street Yard would be performed by work zone 1 Passenger Engineers, with the Work Zone "CS-1" Passenger Engineers participating in such work based on a ratio of regular assignments to be supplied by the Organization.

If you concur with the above, please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,  
*(original signed by)*  
C. B. Thomas  
Senior Director  
Labor Relations

I CONCUR:  
*(original signed by)*  
J. P. Carberry  
Vice President

MBTA

July 18, 1986  
Letter No. 2

J. P. Carberry, Vice President  
Brotherhood of Locomotive Engineers  
455 Empire Boulevard  
Rochester, New York 14609

Dear Sir:

This is in reference to our discussions during the negotiations of the Agreement dated July 18, 1986, in connection with the performance by Amtrak of service for the MBTA.

During such discussions, it was understood that Amtrak may establish relief positions in connection with the MBTA service, which have different reporting and relieving points on the various days of the assignments, however, the reporting point and relieving point for any tour of duty will be the same point.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,  
*(original signed by)*  
C. B. Thomas  
Senior Director  
Labor Relations

I CONCUR:  
*(original signed by)*  
J. P. Carberry  
Vice President

MBTA

July 18, 1986  
Letter No. 3

J. P. Carberry, Vice President  
Brotherhood of Locomotive Engineers  
455 Empire Boulevard  
Rochester, New York 14609

Dear Sir:

During the negotiation of the Agreement signed this date, it was agreed to modify Rule 1, paragraph (d) for MBTA service only:

“Crew Base” means the territory encompassed within a radius of fifty (50) miles measured from South Station, Boston, Massachusetts.

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

Very truly yours,  
*(original signed by)*  
C. B. Thomas  
Senior Director  
Labor Relations

I CONCUR:  
*(original signed by)*  
J. P. Carberry  
Vice President



October 30, 1986

MBTA

Mr. G. R. DeBolt, Vice President  
Brotherhood of Locomotive Engineers  
16651 88<sup>th</sup> Avenue  
Orland Park, IL 60462

Dear Sir:

This is in reference to Letter No. 3 to the July 18, 1986, Agreement concerning the MBTA commuter service.

Although it will remain the responsibility of employees to report directly to locations within the crew Base, the Carrier agrees to compensate certain employees who are required to report to points within the Crew Base but in excess of thirty (30) railroad miles from South Station for temporary vacancies only in the following manner:

1. Compensation will be limited to the Corporation policy for use of automobiles, which is presently 21 cents per mile;
2. Only railroad miles in excess of thirty (30) railroad miles will be utilized in the compensation computation; and
3. Employees will only be entitled to such compensation when called to fill a vacancy and when there are no MBTA commuter service trains available for transportation.

The foregoing will in no way affect the application of rules regarding outlying points, points outside the Crew Base.

If the foregoing properly reflects our understanding, please indicate your concurrence by signing in the space provided below.

Very truly yours,  
*(original signed by)*  
C. B. Thomas  
Senior Director-Labor Relations

I CONCUR:  
*(original signed by)*  
G. R. DeBolt, Vice President  
Brotherhood of Locomotive Engineers

Oct. 30, 1986  
Date

December 17, 1986

Mr. G. R. DeBolt, Vice President  
Brotherhood of Locomotive Engineers  
16651 88<sup>th</sup> Avenue  
Orland Park, IL 60462

Dear Sir:

This is in reference to our discussions concerning the handling of certain participating railroad employees in relation to their employment status during the entire bidding period for Amtrak employment in connection with the assumption of the MBTA Commuter service.

Due to the anomalous situation involving the placement of employees on the Work Zone CS-1 Passenger Engineer roster, it is hereby agreed that participating railroad employees holding management positions who were absent on a leave of absence from engine service during the entire bidding period of Work Zone CS-1 in connection with the assumption of the MBTA commuter service will be permitted to make application for positions with Amtrak in said commuter service. However, in order to be given consideration for employment and receive their appropriate seniority standing as though they were eligible applicants during the bidding period, such employees must resign from such management positions as of 3:00 p.m. on December 18, 1986, and return to active service with the involved railroad. Successful applicants having completed Amtrak's pre-employment requirements will be placed on an extra board effective January 1, 1987.

The involved General Chairman will notify the undersigned of the employees involved within five (5) days of the date of this Letter of Understanding.

If the above correctly sets forth our understanding, please indicate your concurrence by affixing your signature in the space provided below, returning one (1) copy for my file.

Very truly yours,  
(original signed by)  
J. M. Livingood  
Director-Labor Relations

I CONCUR:  
(original signed by)  
G. R. DeBolt  
Vice President

12-17-86  
Date

**APPENDIX “N” – LACTC Agreements**

LACTC

August 22, 1991

Mr. R. E. Wiggins, General Chairman  
Brotherhood of Locomotive Engineers  
523 Route 38, Suite 102  
Cherry Hill, NJ 08002-2948

Dear Mr. Wiggins:

This refers to our discussions regarding Amtrak's desire to operate new commuter service in behalf of the Los Angeles County Transportation Commission (LACTC).

In order for Amtrak to be in a competitive position to be a successful bidder for such service and in light of the fact that the operation of such service will benefit both the employees and Amtrak, it was agreed as follows:

- 1) Amtrak will notify the General Chairman thirty (30) days prior to Amtrak's operation of the service.
- 2) this service will be placed in off-corridor work zone 12;
- 3) Article VIII of the July 18, 1986, agreement will apply to such employees while performing commuter service;
- 4) the crew bases in this service will be as follows:
  - a. the San Diego crew base territory would be extended to a radius of fifty (50) miles from the San Diego station, to protect the Oceanside-Los Angeles service;
  - b. the Los Angeles crew base territory would be extended to a radius of fifty (50) miles from the Los Angeles station, to protect the Moorpark-Los Angeles and Santa Clarita-Los Angeles service;
  - c. a new crew base would be established at San Bernardino, with a territory within a fifty (50) mile radius from the San Bernardino station, to protect the San Bernardino-Los Angeles service; the San Bernardino-Redlands service; the Hemet to Riverside service; the Riverside to Los Angeles service, and the San Bernardino/Riverside-Irvine service. A minimum of one (1) person extra board will be maintained at this location, to be increased to two (2) if ten (10)

assignments are established. This board may be supplemented by the Los Angeles extra board as needed when the extra board at San Bernardino is exhausted. Individuals called from the Los Angeles extra board to be used in San Bernardino service will be given at least a three (3) hour call.

- 5) the parties recognize that this commuter service does not constitute intercity rail passenger service and that accordingly, Appendix C-2 would not apply to this service.

If the above correctly sets forth our understanding, please indicate your concurrence by signing in the space provided.

Very truly yours,  
(original signed by)  
J. M. Fagnani  
Director-Labor Relations

I CONCUR:  
(original signed by)  
R. E. Wiggins, General Chairman

8/22/91  
Date

August 22, 1991

Mr. R. E. Wiggins, General Chairman  
Brotherhood of Locomotive Engineers  
523 Route 38, Suite 102  
Cherry Hill, NJ 08002-2948

Dear Mr. Wiggins:

This refers to the August 22, 1991, agreement concerning the Los Angeles County Transportation Commission commuter service.

Paragraph (4) of the agreement states that the crew bases for employees involved in the LACTC commuter service means the territory within fifty (50) miles of the passenger stations at San Diego, San Bernardino or Los Angeles. The parties expressly understand that this in no way affects the thirty (30) mile crew base at Los Angeles for Amtrak intercity passenger service.

It was further understood that it will remain the responsibility of employees to report directly to locations within the crew base. However, it was agreed that employees who are required to report to such locations which are within the crew base but in excess of thirty (30) miles from the principal passenger station will be compensated as follows:

1. Compensation will be limited to the Corporation policy for use of automobiles;
2. Only railroad miles in excess of 30 railroad miles will be utilized in the compensation computation;
3. Employees will only be entitled to such compensation when called to fill a temporary vacancy and when there are no LACTC commuter service trains or Amtrak trains available for transportation.
4. Employees called from the Los Angeles extra board to protect San Bernardino assignments will be covered by Rule 15 - Expenses Away From Home.

The foregoing will in no way affect the application of rules regarding outlying points, points outside the crew base.

Please indicate your concurrence by signing in the space provided below.

Very truly yours,  
*(original signed by)*  
J. M. Fagnani  
Director-Labor Relations

I Concur:  
*(original signed by)*  
R. E. Wiggins, General Chairman

\_\_\_\_\_  
Date

LACTC

October 2, 1991

Mr. R. E. Wiggins, General Chairman  
Brotherhood of Locomotive Engineers  
523 Route 38, Suite 102  
Cherry Hill, NJ 08002-2948

Dear Mr. Wiggins:

This refers to our discussions regarding Amtrak's desire to operate the LACTC commuter service.

Amtrak will be making its formal presentation to the Southern California Regional Railroad Authority (SCRRA) on October 11, 1991. It would be helpful if prior to this presentation to agree to the following:

The organization agrees that Amtrak may pay performance bonuses to its member employees if Amtrak and a commuter authority enter into an agreement requiring Amtrak to make such payments.

If the foregoing is agreeable, please sign in the space provided below returning one (1) fully signed copy to me.

Very truly yours,  
*(original signed by)*  
Joseph M. Fagnani  
Director-Labor Relations

I CONCUR:  
*(original signed by)*  
R. E. Wiggins, General Chairman

10/3/91  
Date

MEMORANDUM OF UNDERSTANDING

DATED MAY 16, 1996

BY AND BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

PASSENGER ENGINEERS REPRESENTED

BY

THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The following confirms our discussions concerning Amtrak's operation of the Metrolink Commuter Service on behalf of the Southern California Regional Rail Authority.

It is agreed:

1. Effective August 1, 1996, employees awarded Metrolink positions advertised in accordance with provisions of Agreement Rule 6 will be compensated while qualifying on such assignments. This provision only applies to an employee's initial award to a Metrolink position from other than Metrolink service.
  - a) Employees qualifying under this agreement may be used to perform service on a Metrolink assignment for which they are qualified when a qualified Metrolink extra board passenger engineer is unavailable.
  - b) An employee awarded a position in accordance with this agreement, and subsequently displaced in accordance with Rule 6(f), may displace to a position other than in Metrolink service.
  - c) The Assistant General Manager of Commuter Operations and the Local Chairman will meet and discuss the maximum number of paid qualifying trips for each assignment.
2. Employees assigned to Metrolink may only exercise seniority from Metrolink service in connection with the Provisions of Letter No. 2, dated June 2, 1988.



- a) The Local Chairman and the Assistant General Manager of Commuter Operations may agreed to waive any provisions contained herein to accommodate a hardship situation.
3. The application of this agreement is limited to the Metrolink Commuter Service operated by Amtrak on behalf of the Southern California Regional Rail Authority (SCRRA) and shall not be cited by either party in any other forum including but not limited to negotiations under “Section 6” of the Railway Labor Act.

This agreement may be canceled by either party upon fifteen (15) days written notice.

If this agreement accurately sets forth our understanding, please indicate your concurrence by signing in the space provided.

*(original signed by)*                      5/16/96  
T. W. Fleming                                      Date  
Manager, Labor Relations  
Amtrak West

*(original signed by)*                      5/16/96  
R. E. Wiggins                                      Date  
General Chairman  
Brotherhood of Locomotive Engineers

Approved:  
*(original signed by)*  
L. C. Hriczak, Director-Labor Relations

MEMORANDUM OF UNDERSTANDING

DATED MARCH 18, 1997

BY AND BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

AND

PASSENGER ENGINEERS REPRESENTED

BY

THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The following confirms our discussions concerning Article VIII of the July 18, 1986 Agreement and its application to the Metrolink Commuter Service:

It is Agreed:

Article VIII. A. is modified to read as follows:

- (i) Passenger Engineers whose assignments include short turnaround passenger runs, no single trip of which is scheduled to exceed three hours will be paid overtime for all time on duty, or held for duty, in excess of eight hours except that time released be excluded and paid in accordance with Paragraph (ii), below.
- (ii) Passenger Engineers may be released during their tour of duty and will be compensated for such time at one-half the straight-time rate for all time released up to and including four hours and fifteen minutes. The rate of compensation shall be at the regular straight time rate of the employee for all time released in excess of four hours and fifteen minutes. Time paid for as release time will not be taken into account for the purpose of Rule 2 (b) in the determination of the 40 straight-time hours in the work week except as specifically provided in (iv) of Article VIII, A, dated July 18, 1986.

It is further agreed:

For the purpose of this agreement, there is a total number of fifty-one (51) passenger engineers regularly assigned to crews on the San Diegan Product Line and the Metrolink Commuter Service.

During such period as Amtrak shall be contracted by the Southern California Regional Rail Authority (SCRRA) to provide engine crews to operate the Metrolink Commuter Service in Southern California, should Amtrak reduce San Diegan Product Line service as the result of the expansion of competing Metrolink Commuter Service, the above agreed to number of passenger engineers regularly assigned in the combined Metrolink Commuter Service and the San Diegan Product Line will not be reduced. It is understood that positions in either service may be reduced for other reasons not related to the expansion of competing Metrolink Commuter Service.

This agreement is limited to the Metrolink Commuter Service operated by Amtrak on behalf of the SCRRA and shall not be referred to in any other forum, including but not limited to negotiations under "Section 6" of the Railway Labor Act, as amended.

This agreement is without precedential value and may be cancelled by either party with fifteen (15) days written notice on the other

Signed at Los Angeles, California this 18th day of March, 1997.

*(original signed by)*

T. W. Fleming  
Manager, Labor Relations  
Amtrak West

*(original signed by)*

R. F. Paseman  
Local Chairman  
Brotherhood of Locomotive Engineers

Approved:

*(original signed by)*

L. C. Hriczak  
Director, Labor Relations

*(original signed by)*

R. E. Wiggins  
General Chairman  
Brotherhood of Locomotive Engineers

MEMORANDUM OF UNDERSTANDING

DATED MARCH 18, 1997

BY AND BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

AND

PASSENGER ENGINEERS REPRESENTED

BY

THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The following confirms our discussions concerning the establishment of a designated terminal at Taylor Yard.

It is Agreed:

That for the purposes set forth in 49 CFR Ch. II, Appendix A to Part 228-Requirements of the Hours of Service Act, Taylor Yard is established as a designated terminal for the purposes of effective periods of release.

As such, Taylor Yard shall be designated as the “home” or “away-from-home” terminal for Metrolink Commuter Service crew assignments for the purposes contemplated under 49 CFR Ch. II, Appendix A to Part 228, and shall be considered a point of effective release under the Act.

It is further agreed:

Whenever the scheduled assignment of a passenger engineer in the Metrolink Commuter Service exceeds twelve (12) hours (including interim release) from the initial bulletined sign-up time to the final bulletined sign-off time, said employee will be provided lodging.

The application of this agreement is limited to the Metrolink Commuter Service operated by Amtrak on behalf of the Southern California Regional Rail Authority (SCRRA) and shall not be cited by either party in any other forum including but not limited to negotiations under “Section 6” of the Railway Labor Act.

This agreement is without precedential value and may be cancelled by either party with fifteen (15) days written notice on the other.

Signed at Los Angeles, California this 18th day of March, 1997.

*(original signed by)*

T. W. Fleming  
Manager, Labor Relations  
Amtrak West

*(original signed by)*

R. F. Paseman  
Local Chairman  
Brotherhood of Locomotive Engineers

Approved:

*(original signed by)*

L. C. Hriczak  
Director, Labor Relations

*(original signed by)*

R. E. Wiggins  
General Chairman  
Brotherhood of Locomotive Engineers

**APPENDIX "O" – VRE Agreements**

VRE

April 1, 1988

Mr. W. G. Hausleiter, General Chairman  
Brotherhood of Locomotive Engineers  
The Craddock Professional Building  
146 Route 130  
Bordentown, NJ 08505

Dear Sir:

This is in reference to our discussions regarding Amtrak's desire to operate new commuter service in behalf of the Northern Virginia Transportation Commission.

It is agreed that the following will apply to employees operating in commuter service in behalf of the Northern Virginia Transportation Commission:

- 1) Amtrak will notify the Organization thirty (30) days prior to Amtrak's operation of the service;
- 2) this service will be placed in the Off-Corridor Work Zone 5;
- 3) Articles VI, VIII and Letter No. 2 of the July 18, 1986, Agreement will apply to employees when performing commuter service;
- 4) the Crew Base for employees involved in the Northern Virginia commuter service means the territory encompassed within a radius of fifty (50) miles measured from Union Station, Washington, DC.

If the above properly reflects our understanding, please affix your signature in the space provided below, returning one (1) copy of this letter for our file.

Very truly yours,  
(ORIGINAL SIGNED BY)  
J. M. Fagnani  
Director-Labor Relations

I CONCUR:  
(ORIGINAL SIGNED BY)  
W. G. Hausleiter, General Chairman

April 12, 1988  
Date

(ORIGINAL SIGNED BY)  
A. D. Riddell, Local Chairman

4-10-88  
Date

April 1, 1988

VRE

Mr. W. G. Hausleiter, General Chairman  
Brotherhood of Locomotive Engineers  
The Craddock Professional Building  
146 Route 130  
Bordentown, NJ 08505

Dear Sir:

This is in reference to the April 1, 1988, Agreement concerning the Northern Virginia commuter service.

It will remain the responsibility of employees to report directly to locations within the Crew Base (presently Manassas and Fredericksburg). However, it was agreed that employees who are required to report to such locations which are within the Crew Base but in excess of thirty (30) miles from Union Station, Washington, DC, will be compensated as follows:

1. Compensation will be limited to the Corporation policy for use of automobiles;
2. Only railroad miles in excess of thirty (30) railroad miles will be utilized in the compensation computation; and
3. Employees will only be entitled to such compensation when called to fill a temporary vacancy and when there are no Northern Virginia commuter service trains or Amtrak trains available for transportation.

The foregoing will in no way affect the application of rules regarding outlying points, points outside the Crew Base.

If the above properly reflects our understanding, please affix your signature in the space provided below, returning one (1) copy of this letter for our file.

Very truly yours,  
(ORIGINAL SIGNED BY)  
J. M. Fagnani  
Director-Labor Relations

I CONCUR:  
(ORIGINAL SIGNED BY)  
W. G. Hausleiter, General Chairman

April 12, 1988  
Date

(ORIGINAL SIGNED BY)  
A. D. Riddell, Local Chairman

4-12-88  
Date

May 7, 1993

VRE

Mr. F. J. Lex, Local Chairman  
Brotherhood of Locomotive Engineers  
524 Wyncotte Street  
Pittsburgh, PA 15204

Dear Mr. Lex:

This refers to our recent discussions concerning operation of the Northern Virginia Commuter Service.

During our discussions, it was agreed to amend Item 4 of the April 1, 1988, agreement concerning the location of the crew base in this service as outlined below:

The Crew Base for employees involved in the Northern Virginia commuter service means a territory encompassed within a radius of fifty (50) miles measured from Crossroads Yard Fredericksburg, Virginia.

It is further agreed that the April 1, 1988, letter agreement, governing employees reporting for duty within the crew base, will be applicable from Crossroads Yard, Fredericksburg, Virginia rather than Union Station, Washington, DC.

It is understood that the Washington Crew Base Extra Board will supplement the Northern Virginia Commuter Service Engineer Extra Board at the Fredericksburg Crew Base. Accordingly, the August 21, 1992, agreement regarding travel from Union Station, Washington, DC to Crossroads Yards, will continue to apply to employees called from the Washington Crew Base Extra Board.

If the above properly reflects our understanding, please sign in the space provided below.

Very truly yours,  
(ORIGINAL SIGNED BY)  
J. M. Fagnani  
Director-Labor Relations

I CONCUR:  
(ORIGINAL SIGNED BY)  
F. J. Lex, Local Chairman

5/18/93  
Date

Approved:

(ORIGINAL SIGNED BY)  
R. E. Wiggins, General Chairman  
(ORIGINAL SIGNED BY)  
L. C. Hriczak, Director-Labor Relations

5/27/93  
Date  
5/24/93  
Date



VRE

October 28, 1998

Mr. Mark B. Kenny  
Brotherhood of Locomotive Engineers  
Cherry Tree Corporate Center – Suite 125  
535 Route 38  
Cherry Hill, NJ 08002

Dear Mr. Kenny:

This refers to our discussions regarding Virginia Railway Express (VRE)'s desire to implement an incentive bonus plan for their service. Attached for your information and records is a copy of the correspondence concerning the proposed plan, which was sent to all local chairmen in VRE service.

Amtrak would like to accommodate VRE's request for the implementation of their proposed incentive bonus plan. Therefore, Amtrak requests the Organization's concurrence in allowing the implementation of the VRE incentive plan.

If the Organization is agreeable, please sign in the space provided below, returning one fully signed original to me.

Very truly yours,  
(ORIGINAL SIGNED BY)  
Larry C. Hriczak  
Director – Labor Relations

Attachment

I concur:  
(ORIGINAL SIGNED BY)  
Mark B. Kenny, General Chairman

**APPENDIX "P" – PCS Agreements**

PCS

January 24, 1992

Mr. R. E. Wiggins, General Chairman  
Brotherhood of Locomotive Engineers  
523 Route 38, Suite 102  
Cherry Hill, NJ 08002-2948

Dear Mr. Wiggins:

This refers to our discussions regarding Amtrak's desire to operate commuter service in behalf of the Peninsula Corridor Study Joint Powers Board, hereinafter referred to as the Peninsula Commute Service (PCS).

In order for Amtrak to be in a competitive position to be a successful bidder for this service and in light of the fact that the operation of such service will benefit both the employees and Amtrak, it was agreed as follows:

- 1) Amtrak will notify the General Chairman thirty (30) days prior to Amtrak's operation of the service;
- 2) This service will be placed in off-corridor work zone 12.
- 3) Article VIII of the July 18, 1986, agreement will apply to employees performing the PCS commuter service;
- 4) The crew bases for this service will be the territory encompassed within a fifty (50) mile radius of San Jose and the territory encompassed within fifty (50) mile radius of San Francisco.
- 5) The parties recognize that this commuter service does not constitute intercity rail passenger service and that accordingly, Appendix C-2 would not apply to this service.

If the above correctly sets forth our understanding, please indicate your concurrence by signing in the space provided below.

Very truly yours,  
(ORIGINAL SIGNED BY)  
J. M. Fagnani  
Director-Labor Relations

I Concur:  
(ORIGINAL SIGNED BY)  
R. E. Wiggins, General Chairman

2/4/92  
Date

PCS

January 24, 1992

Mr. R. E. Wiggins, General Chairman  
Brotherhood of Locomotive Engineers  
523 Route 38, Suite 102  
Cherry Hill, NJ 08002-2948

Dear Mr. Wiggins:

This refers to the January 24, 1992, agreement concerning the Peninsula Commute Service.

Paragraph (4) of the agreement states that the crew base(s) for employees involved in the PCS means the territory encompassed within fifty (50) miles of the passenger station at San Jose and San Francisco.

It was understood that it will remain the responsibility of employees to report directly to locations within the crew base. However, it was agreed that employees who are required to report to such locations which are within the crew base but in excess of thirty (30) miles from the principal passenger station will be compensated as follows:

1. Compensation will be limited to the Corporation's policy for use of automobiles;
2. Only railroad miles in excess of thirty (30) railroad miles will be utilized in the compensation computation;
3. Employees will only be entitled to such compensation when called to fill a temporary vacancy and when there are no PCS commuter service trains or Amtrak trains available for transportation.

The foregoing will in no way affect the application of rules regarding outlying points, points outside the crew base.

Please indicate your concurrence by signing in the space provided below.

Very truly yours,  
(ORIGINAL SIGNED BY)  
J. M. Fagnani  
Director-Labor Relations

I Concur  
(ORIGINAL SIGNED BY)  
R. E. Wiggins, General Chairman

2/4/92  
Date

June 15, 1992

Mr. R. E. Wiggins, General Chairman  
Brotherhood of Locomotive Engineers  
523 Route 37, Suite 102  
Cherry Hill, NJ 08002-2948

Dear Mr. Wiggins:

This refers to our discussion regarding consideration of engineers in the PCS application pool for employment as assistant passenger conductors in this service.

We agreed that engineers in the application pool may be considered for employment as assistant passenger conductors in the same relative order as they stand in the PCS application pool. Engineers who decline to accept an assistant passenger conductor position will retain their standing in the engineer application pool, consistent with the May 29, 1992, letter of understanding.

It was further agreed that engineers who accept an assistant passenger engineer position will maintain their standing in the engineers application pool. Employees occupying assistant passenger conductor positions who decline to accept an engineer position offered in accordance with their standing in the application pool, will forfeit all prior rights to the PCS engine service positions.

If the above properly reflects our understanding, please sign below.

Very truly yours,  
(ORIGINAL SIGNED BY)  
J. M. Fagnani  
Director-Labor Relations

I Concur:  
(ORIGINAL SIGNED BY)  
R. E. Wiggins, General Chairman, BLE

6/27/92  
Date

**APPENDIX “Q” – NSDCS Agreements**

NSDCS

November 24, 1993

Mr. R. E. Wiggins, General Chairman  
Brotherhood of Locomotive Engineers  
4 Executive Campus - Suite 100  
771 Cuthbert Boulevard & Route 70  
Cherry Hill, NJ 08002

Dear Mr. Wiggins:

This refers to our discussion regarding Amtrak's desire to operate commuter service on behalf of the Northern San Diego Commuter Authority.

Consistent with the intent of the parties in connection with the negotiations of the agreement governing Los Angeles County Commuter Service, it is agreed that the August 22, 1991, agreement governing LACTC commuter service will apply to Amtrak's operation of the Northern San Diego commuter service.

If the above properly reflects our understanding, please sign below.

Very truly yours,  
(ORIGINAL SIGNED BY)  
L. C. Hriczak  
Director-Labor Relations

I Concur:  
(ORIGINAL SIGNED BY)  
R. E. Wiggins, General Chairman

11/30/93  
Date

**APPENDIX “R” – Engine Attendant Agreements**

**AGREEMENT MADE THIS 2ND DAY OF JUNE, 1988, BY AND BETWEEN THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) AND ITS ENGINE ATTENDANTS IN THE NORTHEAST CORRIDOR SERVICE REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

1. The purpose of the agreement is to fix the general level of compensation during the period of the agreement and is in full settlement of the dispute growing out of the notices served upon Amtrak in behalf of Engine Attendants.
2. The parties agree the following provisions of the Passenger Engineer settlement dated June 2, 1988:

Article I	– General Wage Increases
Article II	– Cost-Of-Living Adjustment
Article III	– Rate Progression – New Hires
Article IV	– Lump Sum Payment
Article VI	– Termination of Seniority
Article VII	– Military Training
Article VIII	– Expenses Away From Home
Article IX	– Health and Welfare
Article XI	– General Provisions

For The Brotherhood Of  
Locomotive Engineers

*(ORIGINAL SIGNED BY)*

R. E. Wiggins  
Acting General Chairman

For the National Railroad  
Passenger Corporation

*(ORIGINAL SIGNED BY)*

C. B. Thomas  
Senior Director-Labor  
Relations

APPROVED:

*(ORIGINAL SIGNED BY)*

G. R. DeBolt  
Vice President

*(ORIGINAL SIGNED BY)*

J. M. Fagnani  
Director-Labor Relations

### **Engine Attendants (Northeast Corridor)**

- (1) The craft or class of Engine Attendant, hereinafter referred to as Apprentice Engineer, shall be eliminated through attrition except to the extent necessary to provide a source of supply for Passenger Engineer positions or to fill designated Apprentice Engineer positions as deemed necessary by the carrier.
- (2) Apprentice Engineers whose seniority as such was established prior to January 1, 1988, will have the right to exercise such seniority subject to the following exceptions:
  - (a) when required to fulfill experience requirements for promotion or engaged in a scheduled training program;
  - (b) when required to fill Passenger Engineer vacancies or assignments;
  - (c) in the event they exercise their seniority to Conrail pursuant to the Section 1165 Agreement dated December 3, 1982.

This will not preclude the carrier from requiring Apprentice Engineers to maintain proficiency as an engineer and familiarity with operations and territories by working specific assignments.

- (3) Rule 2 of the December 3, 1982, Agreement will be eliminated with the understanding that the work enumerated therein may be performed by Apprentice Engineers; however, such work does not accrue exclusively to such craft. It is also expressly recognized that employees assigned to road or yard crews may continue to handle engines within Crew Base limits.

The carrier may discontinue using Apprentice Engineers provided it does not result in the furlough of an Apprentice Engineer who established seniority as such prior to January 1, 1988.

- (4) When there is a need for additional Passenger Engineers in the Northeast Corridor, Apprentice Engineers who are qualified locomotive engineers will be promoted to Passenger Engineers on the basis of their seniority on the Apprentice Engineer roster. Such employees will be given a Passenger Engineer seniority date in accordance with Rule 3(c) of the Passenger Engineer Rules Agreement. An Apprentice Engineer who fails to accept promotion to a Passenger Engineer under this rule will forfeit all engine service seniority, except that an employee will not be required to accept promotion beyond the limits set forth in Amended Question and Answer No. 2 to Rule 3 of the October 26, 1982, Passenger Engineer Agreement.

In the event that there is a need for a Passenger Engineer in an emergency situation, the senior qualified Apprentice Engineer at the location may be called for such position and will be compensated at the Passenger Engineer rate of pay. In addition, the Apprentice Engineer

will receive an additional four (4) hours pay with the understanding that no claims will be entertained from Passenger Engineers based on the use of the Apprentice Engineer. The four (4) hour payment provided herein will not be included in the calculation of the overtime.

- (5) Consistent with the requirements of service Apprentice Engineers who are not promoted locomotive engineers will be afforded training as Passenger Engineers in order of their standing on the Apprentice Engineer roster. Upon successful completion of training, such Apprentice Engineers will be promoted in accordance with paragraph (4) above.

An Apprentice Engineer who is unable to pass the Passenger Engineer promotion examination on the first attempt will be dropped to the bottom of the Apprentice Engineer seniority roster and be given a second opportunity to pass within thirty (30) days. If he fails on the second opportunity he will be given a third opportunity within thirty (30) days. If the Apprentice Engineer fails on his third attempt, he will forfeit his Apprentice Engineer seniority; however, he may be offered other available positions at Amtrak for which he is qualified.

- (6) Apprentice Engineers will continue to be covered by the terms of the December 3, 1982, Engine Attendant Agreement, as amended above. However, the parties agree to meet for the purpose of attempting to include appropriate revisions in the October 26, 1982, Passenger Engineer Agreement to cover Apprentice Engineers.

SIGNED AT WASHINGTON, DC THIS 2ND DAY OF JUNE 1988.

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS

*(ORIGINAL SIGNED BY)*  
R. E. Wiggins  
Acting General Chairman

*(ORIGINAL SIGNED BY)*  
G. R. DeBolt  
Vice President

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

*(ORIGINAL SIGNED BY)*  
C. B. Thomas  
Senior Director-Labor Relations

*(ORIGINAL SIGNED BY)*  
J. M. Fagnani  
Director-Labor Relations



June 2, 1988

Mr. R. E. Wiggins, Acting General Chairman  
Brotherhood of Locomotive Engineers  
The Craddock Professional Building  
146 Route 130  
Bordentown, NJ 08505

Dear Mr. Wiggins:

This is in reference to the agreement reached this date regarding Engine Attendants (Apprentice Engineers) in the Northeast Corridor.

In particular, we discussed paragraph (5) of the agreement regarding certain former Conrail employees who are not promoted locomotive engineers. It was agreed that the following individuals will be given the option of accepting a promotion to Passenger Engineer or to remain as Apprentice Engineers:

A. C. Anderson	R. C. Montanaro
F. A. Calello	E. E. Pettiford
T. A. Calello	S. B. Thacker
D. J. McHugh	

It was understood that this option must be exercised prior to entering training. If any of these individuals opt to accept training, they will be subject to the terms of paragraph (5) of the agreement.

Please indicate your concurrence by affixing your signature in the space provided below, returning one copy of this letter for our file.

Very truly yours,  
(ORIGINAL SIGNED BY)  
J. M. Fagnani  
Director-Labor Relations

I CONCUR:

(ORIGINAL SIGNED BY)

R. E. Wiggins  
Acting General Chairman

June 2, 1988

Date

APPROVED:

(ORIGINAL SIGNED BY)

G. R. DeBolt

June 2, 1988

Date

### **Engine Attendants (Chicago)**

- (1) The work presently recognized as hostling work at Chicago which is currently being performed by Engine Attendants may continue to be performed by such craft or class; however, this work does not accrue exclusively to such craft or class. The carrier may discontinue using Engine Attendants provided it does not result in the furlough of an employee working as an Engine Attendant in Chicago as of the date of this Agreement, hereinafter referred to as present employees.
- (2) Present employees will continue to have rights to Engine Attendant positions except under the following circumstances:
  - a) if able to hold a Passenger Fireman position in the Chicago Crew Base (any Work Zone);
  - b) when required to fill Passenger Engineer vacancies or assignments;
  - c) when voluntarily exercising seniority to a Passenger Fireman position at another Crew Base.

This will not preclude the carrier from requiring Engine Attendants to maintain proficiency as an engineer and familiarity with operations and territories by working specific assignments.

SIGNED AT WASHINGTON, DC THIS 2ND DAY OF JUNE, 1988.

For The Brotherhood Of  
Locomotive Engineers

*(ORIGINAL SIGNED BY)*

R. E. Wiggins  
Acting General Chairman

*(ORIGINAL SIGNED BY)*

G. R. DeBolt  
Vice President

For The National Railroad  
Passenger Corporation

*(ORIGINAL SIGNED BY)*

C. B. Thomas  
Senior Director-Labor  
Relations

*(ORIGINAL SIGNED BY)*

J. M. Fagnani  
Director-Labor Relations

## **APPENDIX “S” – Manpower Relocation**

July 9, 1996

Mr. R. E. Wiggins  
General Chairman-BLE  
4 Executive Campus, Suite 100  
771 Cuthbert Boulevard & Route 70  
Cherry Hill, NJ 08002

Dear Mr. Wiggins,

This has reference to our discussion in connection with a manpower shortage at different locations throughout the System, and the use of furloughed Amtrak employees from other locations.

Amtrak recognizes the need to employ a sufficient number of Engineers and Assistant Engineers to meet the needs of service. Due to a present shortage, it was agreed that Amtrak would offer an opportunity for employees from locations with furloughed employees to temporarily transfer to locations where a shortage exists. The following terms and conditions are controlling in connection therewith:

1. A notice will be posted at all such locations advising that applications are being accepted from furloughed employees for transfer to the crew base(s) where a shortage exists. Amtrak will also provide a copy of the notice and this agreement to furloughed employees by mail.
2. Employees accepting transfer will be provided transportation to the location where transferred, and will be required to remain at the location for a minimum of 120 days, unless released prior thereto. In addition, the following will be provided during the first 120 days at the transfer location:
  - A. Lodging.
  - B. Twenty-five dollars per day meal allowance.
  - C. Transportation between the lodging facility and the sign-up point of the assignment.
3. Employees receiving entry rates will be paid at the same rate level currently applicable to them.
4. Employees recalled to the location where furloughed will be provided transportation to such location.

5. An employee accepting transfer must initially displace onto an open assignment or onto a vacant extra list position. Once arriving at the location where transferred, the employee must mark-up for service within 48 hours.
6. Compensation will be in accordance with Rule 16 (c) for all time spent qualifying.
7. This agreement may be cancelled by either party with 20 days advance notice.

If this properly reflects our understanding, please indicate your concurrence by signing in the space provided below.

Very truly yours,  
(ORIGINAL SIGNED BY)  
Larry C. Hriczak  
Director-Labor Relations

I concur:  
(ORIGINAL SIGNED BY)  
R. E. Wiggins  
General Chairman  
Brotherhood of Locomotive Engineers

November 9, 1999

Mr. Mark B. Kenny  
General Chairman-BLE  
Cherry Tree Corporate Center  
Suite 125  
535 Route 38  
Cherry Hill, NJ 08002

Dear Mr. Kenny,

This letter has reference to our discussions concerning the relocation of engineers in order to ease engineer shortages at certain crew bases. Amtrak may offer the following package to engineers at crew bases that have furloughed and/or excess protected engineers. Engineers who physically relocate their residence to an area with an engineer shortage will be entitled to and governed by the following conditions:

A. The Carrier will pay the cost of relocation as follows:

- 1) A \$2,500 advance payment, in addition to any other payment that may be applicable under this agreement. If an employee accepts this advance payment but does not relocate, the advance payment will be deducted from any monies due the employee. The Carrier will arrange to have the transfer allowance referred to herein issued two (2) weeks prior to the employee reporting to the new work location, provided the employee gives sufficient notification.
- 2) A lump sum transfer allowance based upon the shortest highway mileage from the old work location to the new work location as follows:

<b>Mileage</b>	<b>Amount</b>
Up to 449	\$5,000
450-899	\$5,500
900-1349	\$6,000
1350+	\$6,500

50% of the applicable lump sum amount called for by this Item will be paid when the employee actually relocates to the new work location; and provided the employee had continued to work or be available for work at the new work location; the remaining 50% will be paid in two installments at ninety (90) day intervals thereafter.

- 3) Once physically relocated, an employee who owned a mobile home at the former work location will be paid an additional \$3,000. A mobile home owner is defined

as an employee who owns or is under contract to purchase a mobile home, which was occupied as a principal place of residence immediately prior to transfer. The employee must furnish evidence satisfactory to the Carrier to establish ownership of that mobile home.

- 4) Once physically relocated, an employee who owned a home at the former work location immediately prior to transfer will be paid an additional \$11,000. A homeowner is defined as an employee who owns or was under contract to purchase a home, which was occupied as a principal place of residence immediately prior to the transfer. The employee must furnish evidence satisfactory to the Carrier to establish ownership of that home.
- B. At a crew base(s) where there are furloughed and/or excess protected engineers, relocation benefits will be offered to engineers and offers will be accepted in seniority order.
- C. Engineers relocating under this agreement will be paid to qualify and locked into positions in the geographic service to which relocated for one (1) year, from the date fully qualified to work an assignment in that geographic service.

This agreement may be canceled by either party with twenty (20) days advance written notice. If this properly reflects our understanding, please indicate your concurrence by signing in the space provided.

Very truly yours,  
(ORIGINAL SIGNED BY)  
Larry C. Hriczak  
Director-Labor Relations

I concur.  
(ORIGINAL SIGNED BY)  
Mark B. Kenny  
General Chairman - BLE

January 19, 2000

Mr. Mark B. Kenny  
General Chairman-BLE  
Cherry Tree Corporate Center, Suite 125  
535 Route 38  
Cherry Hill, NJ 08002

Dear Mr. Kenny,

This has reference to our discussions concerning the November 9, 1999 Letter Agreement paragraph A. 4) pertaining to relocation of engineers.

It was our intent that engineers owning homes who accept offers to relocate under the November 9, 1999 Agreement, would sell their existing home and establish a permanent residence in the location to which relocated in order to qualify for the \$11,000 allowance. Based upon our most recent discussion, the following Questions and Answers may be helpful in clarifying paragraph A. 4).

**Q1 Does an employee have to sell his/her house in order to qualify for the \$11,000 allowance?**

A1 In order to qualify for the \$11,000 allowance, an employee must demonstrate their intention to permanently relocate their primary residence to the new location. The sale of their existing house meets that requirement. Also, if unable to sell their house in the old location, the purchase of a primary residence in the new location may be considered meeting such requirement. Establishing residence in an apartment or other temporary living arrangements is not sufficient.

**Q2 What proof is required to validate the sale or purchase of the house?**

A2 A copy of the final sale or purchase agreement, or similar records documenting the actual sale or purchase of the house.

If the foregoing is acceptable to the Organization, please sign where indicated and return one original to me for implementation.

Very truly yours,  
(ORIGINAL SIGNED BY)  
Larry C. Hriczak  
Director-Labor Relations

I concur.  
(ORIGINAL SIGNED BY)  
Mark B. Kenny  
General Chairman - BLE

\_\_\_\_\_  
Date

**APPENDIX "T" – Manpower Shortage**

November 9, 1999

Mr. Mark B. Kenny, General Chairman  
Brotherhood of Locomotive Engineers  
Cherry Tree Corporate Center - Suite 125  
535 Route 38  
Cherry Hill, NJ 08002

Dear Mr. Kenny,

This has reference to our discussion in connection with a manpower shortage at different locations through the system and the use of certified engineers from other railroads that would be interested in working for Amtrak.

Due to a continuing shortage of engineers, it was agreed that Amtrak would offer to active or furloughed engineers from other railroads enhanced employment opportunities with Amtrak at locations where a shortage exists. In consideration of their FRA certification and as an incentive to accept employment with Amtrak, the following terms and conditions would apply in connection therewith:

1. Credit of up to five (5) years continuous service toward entry rates.
  2. Credit of prior railroad service for vacation purposes to the extent enjoyed on their existing railroad.
- Note:** For the purposes of 1. above, a break in continuous engine service occurs when an engineer has not operated an engine in the twelve (12) months preceding employment by Amtrak.

Further, when an engineer is employed under this Agreement, any existing similarly situated engineer will likewise have their former railroad service credited in the same manner. For existing engineers, the increased rate will be applied prospectively and any vacation improvements will not be effective until the year 2000.

This agreement may be cancelled by either party with 20 days advance notice. If this properly reflects our understanding, please indicate your concurrence by signing in the space provided below.

Very truly yours,  
(ORIGINAL SIGNED BY)  
Larry C. Hriczak  
Director-Labor Relations

I concur.  
(ORIGINAL SIGNED BY)  
Mark B. Kenny  
General Chairman - BLE



## **APPENDIX “U” – Joint Safety Council**

### **Amtrak – Participating Labor Organizations Joint Labor/Management Safety Council**

Amtrak and the Participating Labor Organizations are committed to working together to create an atmosphere for cooperation between labor and management to promote and encourage a safe Amtrak for employees, passengers and the public through education, training, and awareness. This Agreement establishes a corporate-wide, multi-union cooperative program, funded by Amtrak aimed at fostering the safest possible environment for employees and customers.

#### **1. Joint Labor/Management Safety Council**

The Mission of the program will be to ensure a safe work environment for all employees. This will be carried out through the implementation of a National Joint Labor/Management Safety Council and local Safety and Environmental Committees.

##### **a. National Joint Labor/Management Safety Council**

This group will be made up of a member of each Labor Organization signatory to this Agreement and individuals representing Amtrak in the following positions:

- AVP & Special Assistant to the President for Labor Relations
- AVP – Safety & Environmental Control
- NEC Director – Safety & Environmental Control
- Intercity Director – Safety & Environmental Control
- Amtrak West Director – Safety & Environmental Control

**(a1) Responsibilities.** The Joint Labor/Management Safety Council will be responsible for formulating all program policies and specifically the following functions:

- Monitor Amtrak’s overall safety performance;
- Authorize and coordinate research on problems and issues relative to employee and passenger safety;
- Provide input to Amtrak’s Board of Directors, Management Committee, and other appropriate groups on programs and issues affecting overall corporate safety performance;
- Establish guidelines for program operations, including the scope, limitations, standardization, and other appropriate structuring;
- Support all local Committee implementation;
- Provide expertise to resolve difficulties and facilitate progress;
- Develop Amtrak Report of Activities and progress; and

- Develop, implement, and maintain a training program for new committee members (see Section 3)

**(a2) Meetings on Council Leadership.** This council will meet Quarterly and be alternatively chaired by labor or management. Each group will be responsible for the agenda for the meeting they chair, but with concurrence for agenda items by the other group 30 days prior to the meeting.

**(a3) Location of Meetings.** The meetings may be held at any facility in the Amtrak System by agreement of both parties. The date and locale of each meeting will be established three months in advance at the previous meeting.

**(a4) Reports.** A report containing the activities and outcome of the regularly scheduled meeting will be developed no longer than 15 days following the meeting. The committee member writing the report must secure the approval of the Committee Chairperson prior to circulating the report to other committee members, SBU's and other interested parties.

**b. Local Safety and Environmental Committees**

The Joint Council recognizes that Amtrak's safety initiatives are respected in the rail transportation industry. We recognize that a significant number of Safety Committees across the system are staffed with qualified, dedicated employees. The Joint Council will review these Committees and make necessary personnel changes as needed. The Joint Council will review the composition and effectiveness of these Committees and make changes as necessary to assure these Committees are in accord with the philosophy and standards of the Joint Council.

For a variety of reasons, some committees have failed to perform satisfactorily or ceased to meet or perform at all. The Joint Council will develop criteria for measuring performance standards of Safety Committees. After review by all Joint Council members, those committees which fail to meet minimum standards will either be reorganized or a totally new committee formed following the guidelines outlined in this Section of this Agreement.

**(b1) Local Committee Membership.** The Local Safety & Environmental Committees will be made up of one member for each labor organization representing employees in that location. These individuals will be appointed by the labor leaders of the Participating Labor Organizations who represent them and must work in location where the committee operates. The highest management person will appoint one or two management representatives, depending on the size of the location, to serve in the committee and support committee activities.

**(b2) Meeting Leadership, Frequency, and Agenda Activities.** The local committee at its, first meeting is responsible for electing its leadership and determining meeting schedules. This includes:

- how often it will meet
- date and time of the week
- methods of generating ideas for focus & improvement
- how to evaluate alternate solutions & problems
- how to measure success of activities
- determination of what resources are necessary to do the job.

**(b3) Reporting.** Each Local Committee must elect or appoint an individual to develop an agenda for each meeting, take notes during the meeting, and finalize a report of each meeting outcome. Copies of this report will be distributed to each SBU Director of Safety & Environmental Control, AVP Safety, AVP Labor Relations, the Labor/Management Safety Council, and Project Facilitator. Summaries of these reports will be one aspect of our Annual Project Report to the Labor/Management Safety Council Leadership.

## **2. Safety and Environmental Control Advisories**

Advisories generated by the Safety Department will be distributed to the appropriate locations for posting at locations where employees report for work. Advisories will be reviewed with affected employees during daily briefings or at safety meetings.

## **3. Safety Training for New Safety and Environmental Control Committee Members**

All safety training for new committee members will be reviewed and approved by the Joint Council and changes will be made as appropriate to ensure that all training required by applicable law or company policy is available and provided to affected employees. Employees participating in safety training shall be paid for time spent in such training in accordance with the applicable schedule agreement. Employees attending scheduled safety meetings will be compensated for lost earnings at the applicable rate of pay.

The training for newly formed committees will be 1½ to 2½ days duration and cover these topics designed to help make committees successful. This training could be provided in modules and delivered over several weeks. These topics will include:

- Developing a process for soliciting ideas for improvement from employees
- prioritizing problems for consideration
- utilizing existing resources to address problem solutions
- how to effectively work on a committee; how to conduct meetings
- using group process skills effectively; and
- coordinating efforts with other committees.

#### **4. Work Place Safety**

Amtrak and the Organizations agree to use their best efforts to ensure that all applicable local, state, and federal laws or regulations and Amtrak Safety rules are properly applied. Each committee shall establish a process to brief employees, identify potential hazards and safety issues that are present, develop a plan on how to deal with those issues before work begins, and develop a way to resolve disputes involving work place safety.

#### **5. Effects of the Agreement**

This Agreement and the safety program it establishes are not substitutes for collective bargaining. If issues arise that properly belong in the realm of collective bargaining, they will be referred to the appropriate union and management officials. Nor does this Agreement replace existing discipline or grievance rules of the respective labor agreements or other agreements between the parties.

This safety program is not intended to develop initiatives which foreseeably would lead to the elimination of employment of individuals.

Nothing in this agreement is meant to supersede existing safety agreements or to preclude any union and management from negotiating safety, health and security measures.

This Agreement will not be used as a basis for legal action by either party against the other and actions under it shall not serve as precedent. Amtrak agrees to indemnify and hold harmless employee and union participants in the safety program against any loss should legal action be taken regarding safety matters, employee or customer injuries or any other matters within the purview of the safety program or this Agreement.

#### **6. Moratorium**

This Agreement remains in effect until changed by the parties or canceled by consent of the parties In writing. Any individual Participating Labor Organization may withdraw from this Agreement at any time upon 20 days written notice and such withdrawal shall not affect the terms of this Agreement.

**Signed at Washington , DC this 24 day of January, 1997**

## **APPENDIX “V” – Productivity Council**

### **AMTRAK/LABOR PRODUCTIVITY COUNCIL**

The BLE and Amtrak will immediately establish a joint labor/management productivity council. The Council’s purpose is to achieve real, measurable cost savings through a joint process yielding benchmarks for productivity increases and strategies to achieve them.

The Council would be based on a structure of mutual representation and consensual decision-making. The BLE and management shall each designate representatives in writing, and may revoke such designations at any time. Representatives designated by the BLE shall be reimbursed in accordance with the schedule agreement. All costs of the Council shall be borne by Amtrak.

The Council will select a mutually agreed-upon third party – government, private sector business, non-profit or otherwise – to help develop benchmarks and to evaluate labor and management’s progress toward those measurable goals.

Bench-marking and goal setting are not new to the transportation industry – and especially not new to railroads. In fact, Amtrak already has the facility to collect and compare work performance.

This process would provide a forum for discussion to encourage labor participation in job scheduling and design, and other logistics. Similar work-teams are used in the auto industry and other businesses to cost-engineer work processes.

The Council will work to identify possible steps for improvement in such areas as:

1. Effective use of new technology.
2. Current and proposed modes of work organization and methods.
3. Training.
4. Issues of workplace quality of life and fair treatment.

Possible specific cost reduction or revenue improvement targets/goals include, for example:

1. Reducing costs related to injuries.
2. Efficient use of resources and reduction of wastage.
3. Increasing productivity.
4. Increasing revenue through on-time performance.

Distribution of Benefits of Savings. As productivity enhancement targets are established in all areas, periodic reviews of benchmarked activities shall evaluate progress toward those goals and value of increased efficiencies and savings to Amtrak’s bottom line. Savings up to \$3.0 million annually would primarily benefit Amtrak’s bottom line. (Employees shall receive 20 percent of the benefits of the savings, while the company receives 80 percent.) However, if total annual savings exceed \$3.0 million per year, 50 percent of those savings shall be paid to employees as a bonus above normal wages and payments.

## **APPENDIX “W” – Assumption of Train Nos. 50/51**

### **BLE TRAIN NOS. 50/51 OFF-CORRIDOR SERVICE**

#### **IMPLEMENTING AGREEMENT BETWEEN THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK), AND ITS EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS IN CONNECTION WITH THE PERFORMANCE BY AMTRAK OF SERVICE BETWEEN WASHINGTON, D.C., AND CINCINNATI, OHIO.**

WHEREAS, the performance of service presently performed by CSXT will result in the establishment by Amtrak of positions necessary to perform such work and,

WHEREAS, it is the desire of the parties to effect an orderly transfer and reassignment of such employees;

#### **IT IS UNDERSTOOD THAT:**

1. Amtrak will provide the General Chairman of the Organization signatory hereto with not less than thirty (30) days written notification of Amtrak’s assumption of the operation of Trains 50 and 51, between Washington, DC, and Cincinnati, OH, which notice will list the estimated number of positions to be established by Amtrak by location.
2. The Rules Agreement dated October 26, 1982, as amended and interpreted by agreement, will apply to the operation and service covered by this Agreement, except as specifically provided.
3.
  - A. Amtrak will offer employment to CSXT engine service employees holding seniority rights within the craft as of the date of this Agreement.
  - B. Applicants for Passenger Engineer positions will be selected in seniority order.
4. The positions to be established by Amtrak will be advertised for a period of fifteen (15) calendar days via special bulletin notice to all active CSX engine service employees with seniority in the service involved. The advertisement of the positions will show the Amtrak headquarters location, tour of duty, rest days, rate of pay, etc.. The bulletin notice will constitute a written offer of employment by Amtrak and will contain the following statement:

“This will serve as notice that the above positions will be established on Amtrak for operation of Trains 50 and 51 between Washington, DC, and Cincinnati, OH, effective 12:01 am, September 9, 2001. Successful applicants for positions will be considered as having applied for and been accepted for employment by Amtrak. Bids will initially be accepted only from active employees entitled to provide the service involved in the same craft and class in which such employees were active during the advertising period. The bid and award will also be considered as the employee’s release to transfer copies of the employee’s medical, service, and personnel records to Amtrak. Only those bids postmarked or personally delivered to the office of the undersigned and receipt obtained within fifteen (15) calendar days of the date of this notice will be accepted.”

5. An employee absent on vacation, leave of absence (including promotion), suspension, discharge pending appeal, or disability during this assumption of function who otherwise would have been entitled to make application for transfer to Amtrak, shall be subject to this Agreement the same as if they had been in active service on the effective date of the assumption of functions. Such employees shall have five (5) working days following their return to service to exercise seniority to an available position on Amtrak if they so desire.
6. Employees on the CSXT engine service roster failing to apply for Passenger Engineer position established by this Agreement, except as provided in Paragraph 5, will forfeit all rights to employment on Amtrak as a Passenger Engineer.
7.
  - A. Employees of CSXT accepting employment with Amtrak pursuant to this Agreement will have seniority over all other Amtrak engine service employees to regular and/or extra assignments covering work now being performed by CSXT.
  - B. Successful applicants for positions, referred to in Paragraph 4, will be placed on the National Seniority Roster based on the date that this service is assumed and ranked in accordance with their seniority standing with CSXT in regard to the service assumed.
  - C. The service covered by this Agreement is included in Work Zone 5 of the Off-Corridor Service and will be covered by the October 26, 1982 Agreement, as amended.
8. Employees on the CSXT engine service roster who apply for but are unable to secure a position under this Agreement, will be placed in an application pool, and as positions become available in the service covered by this Agreement, they will be offered Passenger Engineer positions which they must accept or relinquish their

rights to employment with Amtrak. Article 7 (A) of this agreement will apply to such employees and they will be ranked at the bottom of the National Seniority Roster as of the date they establish seniority on Amtrak.

9. Except as otherwise provided herein, CSXT employees accepting employment with Amtrak, will be credited with compensated days and years of service recognized by CSXT for the purposes of applying the October 26, 1982 agreement, as amended.
10. There shall be no pyramiding or duplication of any benefit as a result of the application of this Agreement.
11. Any dispute or controversy with respect to the interpretation, application, or enforcement of the provisions of this Agreement which has not been resolved within 90 days may be submitted by the parties to a Public Law Board for a final and binding decision thereon as provided in Section 3, Second of the Railway Labor Act.

SIGNED AT WASHINGTON, D.C., THIS SIXTEENTH (16<sup>th</sup>) DAY OF AUGUST 2001.

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS

*(ORIGINAL SIGNED BY)*

Mark B. Kenny  
General Chairman

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

*(ORIGINAL SIGNED BY)*

Larry C. Hriczak  
Director-Labor Relations



August 17, 2001

Mr. Mark B. Kenny  
General Chairman – BLE  
Cherry Tree Corporate Center, Suite 125  
535 Route 38  
Cherry Hill, NJ 08002-2948

Dear Mr. Kenny:

This has reference to our discussions on August 16, 2001, leading to our Implementing Agreement pertaining to Amtrak's September 29, 2001, assumption of service between Washington, DC, and Cincinnati, OH, which service is presently performed by CSXT.

It was agreed that CSXT employees accepting employment with Amtrak under the terms of our August 16, 2001 Implementing Agreement at Washington, DC, Huntington, WV, or Indianapolis, IN, will not be required to exercise their seniority beyond the crew base where found prior to them being considered on home terminal furlough.

However, if an employee assumed under the August 16, 2001 Implementing Agreement exercises their seniority to any position not part of the service assumed, then that employee must exercise their seniority in accordance with all the provisions of the October 26, 1982 BLE-Amtrak Labor Agreement, as amended.

It is understood that an employee on home terminal furlough, who has not exercised their seniority beyond the crew base where found, may return to the CSXT in accordance with the provisions of their leave of absence agreement with CSXT. Such employee is subject to recall in accordance with Rule 7 of our labor agreement and must return when recalled or forfeit all Amtrak seniority.

If the foregoing accurately reflects our understanding, please sign where indicated and return one original to me for implementation.

Very truly yours,  
(ORIGINAL SIGNED BY)  
Larry C. Hriczak, Director – Labor Relations

I Concur:  
(ORIGINAL SIGNED BY)  
Mark B. Kenny, General Chairman

cc: Cletus L. Roy, BLE General Chairman – CSXT

August 17, 2001

Mr. Mark B. Kenny  
General Chairman – BLE  
Cherry Tree Corporate Center, Suite 125  
535 Route 38  
Cherry Hill, NJ 08002-2948

Dear Mr. Kenny:

This has reference to our discussions on August 16, 2001, leading to our Implementing Agreement pertaining to Amtrak's September 29, 2001, assumption of service between Washington, DC, and Cincinnati, OH, which service is presently performed by CSXT. Specifically, this letter pertains to the service between Indianapolis, IN, and Huntington, WV, established pursuant to Rule 4.

It was agreed that the two (2) regular Passenger Engineer positions established at Indianapolis, IN, to operate this service will be allocated equally between Work Zone 4 and Work Zone 5. The Passenger Engineer extra board position established at Indianapolis, IN, as a result of this assumption will be allocated to Work Zone 5. CSXT employees assumed in accordance with our August 16, 2001 Implementing Agreement will have seniority rights over all Amtrak employees to the positions allocated to Work Zone 5 by this letter.

If the foregoing accurately reflects our understanding, please sign where indicated and return one original to me for implementation.

Very truly yours,  
(ORIGINAL SIGNED BY)  
Larry C. Hriczak  
Director – Labor Relations

I Concur:  
(ORIGINAL SIGNED BY)  
Mark B. Kenny  
General Chairman

cc: Cletus L. Roy, BLE General Chairman – CSXT

## **APPENDIX “Z” – CBA Archive**

### **Archive of Codified, Fulfilled or Superseded Agreements and Understandings**

#### **Bargaining Round Agreements**

<b>Date</b>	<b>Document</b>	<b>Description</b>
10/26/82	Agreement	Original collective bargaining agreement; basis for codified agreement.
10/26/82	§1165 Agreement	Codified at App. “L”.
10/26/82	Productivity Council MOA	Superseded by 08/01/98 Agreement (App. “V”).
10/26/82	Side Letter #1	Deferral of wage increases and establishment of first amendable date; fulfilled.
10/26/82	Side Letter #2	Conversion from mileage-based to hourly-based pay in Northeast Corridor service; fulfilled.
10/26/82	Side Letter #3	Combination of road and yard service; codified at Side Letter #3.
10/26/82	Side Letter #4	Amtrak baseball-type hats; codified at Side Letter #4.
10/26/82	Side Letter #5	Lump sum payment in lieu of 1983 personal leave days; fulfilled.
10/26/82	Side Letter #6	Basis for overtime in commuter service; codified at Side Letter #6.
10/26/82	Side Letter #7	NERSA §1165 rights for commuter railroads; codified at Side Letter #7.
10/26/82	Side Letter #8	110.4% differential; codified at Side Letter #8.
10/26/82	Side Letter #9	National Q&A to be used for Bereavement Leave and Jury Duty provisions; codified at Rules 18 and 19.

10/26/82	Side Letter #10	List of original Northeast Corridor lodging facilities; superseded.
10/26/82	Side Letter #11	Supplying locomotives; codified at Side Letter #11.
08/02/83	Agreed Upon Q&A	Codified in the appropriate Rule, except: Rule 3 Q&A 2, superseded by 06/02/88 Agreement; Rule 9 Q&A 9, superseded by 06/02/88 Agreement; Rule 32 Q&A 2, mooted upon completion of conversion from mileage-based to hourly-based pay in Northeast Corridor service; and SL #2, all mooted upon completion of conversion from mileage-based to hourly-based pay in Northeast Corridor service.
08/02/83	Vacation Agreement	Modification of national rules to conform with hourly basis of pay; codified at Rule 27.
08/02/83	Itemized Pay Agreement	Amended Rule 20(d) of 10/26/82 Agreement; codified at Rule 20.
08/02/83	Extra Board Agreement	Resolved “work week” vs. “pay week” dispute; codified at Rules 2 and 9.
08/02/83	Vacation Bump Agreement	Permitted Passenger Engineer returning from vacation to bump a vacancy advertised and filled during his absence, prior to performing any service; codified at Rule 6.
12/23/85	Memorandum of Understanding	Governed initial assumption of off-Corridor service; those provisions not fulfilled or superseded were codified in the appropriate places.
12/23/85	Side Letter #1	Implementing proposed initial arrangements of runs; fulfilled.
12/23/85	Side Letter #2	Establishing Buffalo Extra Board; fulfilled.
12/23/85	Side Letter #3	Listing initial off-Corridor crew bases; fulfilled.
12/23/85	Side Letter #4	Application of 110.4% differential; codified at Side Letter #8 of codified agreement.

12/23/85	Side Letter #5	Host road right to conduct formal investigation; codified at Rule 21.
12/23/85	Side Letter #6	Concurrent assumption of off-Corridor for train service and engine service; fulfilled.
06/02/88	Section 6 Agreement	Disposition of Articles is as follows: fulfilled — I, II, IV, X, and XI; superseded — VIII; codified — III (Rule 44), V (Rule 10), VI (Rule 41), VII (Rule 40), and IX (Rule 28).
06/02/88	Appendix “A”	Codified as follows: Item 1 — Rule 3; Item 2 — App. “L”; Item 3 — Rule 8; Item 4 — Rule 6; Item 5 — Rule 9; Items 6 and 8 — Rule 13; Item 7 — Rule 38; Item 9 — Rules 27 and 33; and Item 10 — Rule SL #3.
06/28/88	Side Letter #1	Qualifying pay for initial bidders on new runs over new territory; codified at Rule 16.
06/28/88	Side Letter #2	Off-Corridor optional displacement; codified at Rule 6.
06/28/88	Side Letter #3	Extra board guarantees and vacation; codified at Rule 9.
06/28/88	Side Letter #4	Deferring amendment to Rule 9 for threemonths; fulfilled.
06/02/88	Seniority Agreement	Providing Passenger Engineers in Work Zones 1 and 2 with national seniority; codified at Rule 3.
06/02/88	Engine Attendant Agreements	Codified at App. “R”.
06/02/88	Letter of Understanding	06/02/88 §6 Agreement supersedes 01/10/86 Agreement to apply Northeast Corridor settlement to off-Corridor; fulfilled.
06/02/88	Letter of Understanding	Timing of lump sum payment; fulfilled.

08/03/92	P.L.102-306 Agreement	Disposition of Articles is as follows: fulfilled — I, II, IV.B, V.A, and X; superseded — V.E, and V.F; codified — III, incl. Att. “A” (Rule 28), IV.A (Rule 9), V.B-V.D (Rules 3 and 9), VI (Rule 9), VII (Rule 39), VIII (Rule 2), IX (Rule 15).
08/20/92	P.L.102-306 Q&A	Codified in the appropriate Rule, except Art. V Q&A ##1-4; superseded by 01/07/94 Letters of Understanding (App. “C”) and 08/01/98 Agreement.
11/04/92	Agreement	Disposition of Articles is as follows: fulfilled — I, and IV; codified — II, III.A (Rule 6), III.B (Rule 7), III.C (Rule 9), III.D (Rule 20), and V, incl. App. “A” (App. “K”).
11/04/92	Side Letter #1	Grandfathering APE rate for red-circled Auto Train APEs; fulfilled.
11/04/92	Side Letter #2	“Safe harbor” at Sanford; codified at Rule 3.
08/01/98	Section 6 Agreement	Disposition of Articles is as follows: fulfilled — I, II, IV, VIII.J (upon completion of codification and printing and distribution of codified agreement), IX, and X; superseded — VIII.D, in part, by 07/23/99 Letter of Understanding; codified — III, incl. App. “A” (Rule 43), V (Rule 1), VI (App. “V”), VII (Rule 28 and App. “G”), VIII.A (App. “J”), VIII.B (Rule 6), VIII.C (Rule 9), VIII.D, in part (Rule 6), VIII.E, incl. App. “B” (Rule 27 and App. “B-1”), VIII.F (Rule 16), VIII.G (Rule 6), VIII.H (App. “K”), VIII.I (Rule 42)
08/01/98	Side Letter #1	Non-use of antecedent proposals and drafts; codified at “Codification Notes.”
08/01/98	Side Letter #2	Application of retroactive pay provisions; fulfilled.
08/01/98	Side Letter #3	Certification pay cannot be offset against guarantee payment due; codified at Rule 9.

08/01/98	Side Letter #4	Exempting “local officials” from new vacation qualifying requirements; codified at Rule 27.
08/01/98	Side Letter #5	Interpretation of “second engineer” provision in turnaround service; codified at Rule 1.
08/01/98	Side Letter #6	Withdrawal of pending crew consist claims; fulfilled.
08/01/98	Side Letter #7	“Me-too” letter; fulfilled.

#### **Other Agreements and Understandings**

<b>Date</b>	<b>Document</b>	<b>Description</b>
12/09/93	Rule 2 modification	Letter of Understanding applying rate progression to 1990 hiring policy; fulfilled.
various	Rule 3 modifications	Codified at Rule 3 are Letters of Understanding dated: 06/22/88 (adding Word Zones 9A and 12A); 06/07/90 (establishing seniority), incl. 02/22/95 position letter; 06/06/96 (adding “gap” firemen to roster); 10/16/97 (extending Work Zone 4); 04/11/00 (establishing seniority); and 08/16-17/01 (Trains 50/51), incl. assumption of operation, work allocation and home terminal furlough.

various	Rule 6 modifications	<p>Codified at Rule 6 are Letters of Understanding dated: 03/09/89 (bumping a vacancy); 03/09/89 (optional displacement); 01/07/94 (awarding APE assignments); 01/07/94 (furloughed PEs working as APEs on 08/03/92); and 07/23/99 (revising optional displacement provisions).</p> <p>Incorporated by reference in Rule 6(l) is the internal protocol published by the Carrier on 08/15/01.</p> <p>Superseded on 07/23/99 were Letters of Understanding dated 07/20/95 and 03/18/96 (timing of optional displacement in Work Zones 7 and 5, respectively); superseded effective with codification is Letter of Understanding dated 03/01/94 (combined PE/APE assignments).</p>
various	Rule 7 modifications	<p>Codified at Rule 7 are Letters of Understanding dated: 04/18/86 (home terminal furloughs); 05/09/91 (bidding off furlough); and 06/24/91 (NEC furloughs also can bid).</p>
various	Rule 9 modifications	<p>Codified at Rule 9 are Letters of Understanding dated: 07/08/88 (extra board relief day), incl. 09/23/88 Procedure Memo; 09/27/88 (extra board relief day); 04/03/91 (“Chicago Drop Rule”); and 05/02/01 (“hold down”), incl. Q&amp;A.</p> <p>Codified at App. “H” is the 08/08/95 Letter of Understanding providing an order of supplementation for Jacksonville Extra Boards, with Q&amp;A.</p> <p>Mooted is the 12/22/93 Letter of Understanding applying Art. V.E of the 08/20/92 P.L. 102-306 Agreement to the Sanford Extra Board.</p>
03/01/94	Rule 22 modification	<p>Codified at Rule 22 is the Letter of Understanding entitling a Passenger Engineer becoming a Train Dispatcher to a leave of absence under terms identical to Rule 22(a)-(b).</p>
04/14/87	Rule 23	<p>Letter of Understanding eliminating the rule codified at Rule 23.</p>



02/05/97	Rule 27 modification	Codified at Rule 27 is the Letter of Understanding concerning scheduling vacation during a year in which the allotment increases.
03/04/94	Agreement	Establishing non-contributory §401(k) plan; codified at Rule 28.
07/18/86	MBTA commuter service	Codified at App. "M" are the implementing agreement and three Side Letters.
various	VRE commuter service	<p>Codified at App. "O" are Letters of Understanding dated: 04/18/88 (implementation); 04/18/88 (outlying points); 05/07/93 (Fredericksburg Crew Base); and 10/28/98 (VRE incentive bonus plan).</p> <p>Superseded on 05/07/93 was the 08/27/92 Letter of Understanding (Fredericksburg Crew Base).</p>
various	DFW commuter service	Mooted are Letters of Understanding dated 11/06/90 (implementation) and 07/09/06 (performance bonuses) because Amtrak was not the successful bidder on the contract.
various	Metrolink commuter service	<p>Codified at App. "N" are Letters or Memoranda of Understanding dated: 08/22/91 (implementation); 08/22/91 (outlying points); 10/02/91 (performance bonuses); 05/16/96 (qualifying pay); 03/18/97 (release time); and 03/18/97 (Taylor Yard).</p> <p>Superseded on 05/16/96 was the 03/18/97 Letter of Understanding (release time).</p> <p>Superseded on 03/18/97 was the reference to Art. VIII of the 07/18/86 MBTA agreement contained in the 05/16/96 Memorandum of Understanding with respect to this service. <i>See</i> letter dated 04/15/97 .</p>

various	Peninsula Commute service	<p>Codified at App. “P” are Letters of Understanding dated: 01/24/92 (implementation); 01/24/92 (outlying points); and 06/15/92 (application pool engineers will be considered for employment as assistant conductors).</p> <p>Fulfilled are Letters of Understanding dated: 05/29/92 (implementing conditions for SP engineers to bid); 06/04/92 (allowing vacationing SP engineers to apply late); and 05/18/00 (“baseball specials”). Abrogated is Letter of Understanding dated 05/26/92 (excluding Art. VIII, ¶A(iv) of the 07/18/86 MBTA agreement and Rule 2(b) (except as provided by Rule 13(c)).</p>
11/24/93	No. San Diego commuter service	Codified at App. “Q” is the Letter of Understanding applying the Metrolink agreements to this service.
01/07/00	§1165 Flowback	Letter of Understanding allowing flow from CSXT or NS; codified at App. “L” Q&A #3.
various	Labor Protection Provisions	<p>05/31/98 Letter of Understanding (continuing C-2 benefits awarded prior to enactment of ARAA) codified at App. “I”.</p> <p>Prior C-2 arrangements, incl. Q&amp;A, fulfilled or continued pursuant to the above, as follows: 05/01/97 (DEN-PDX); 05/01/97 (SLC-LAX); 11/07/95 (PGH-CHI); 09/12/95 (DAL-HOS); 05/05/95 (BHM-MOE); 05/05/95 (DET-TOL); and 07/28/94 (STL-CDL).</p>
various	Manpower shortages	Letters of Understanding are codified as follows: 11/09/99 (incentive for previously certified engineers) at App. “T”; and 07/09/96 (transfer provisions), 11/09/99 (relocation allowances), and 01/19/00 (relocation allowance Q&A) at App. “S”.
various	CARE	Codified at App. “F” are: 10/02/95 letter of conditions, 12/07/95 Trauma Team Agreement, 07/10/97 cover letter, and current policy document.

01/24/97	Safety	Joint Labor/Management Safety Council Agreement is codified at App. "U".
10/23/00	Occupational Health	Letter of Understanding re "Right Care ... Day One" program, Program Overview, and Transitional Duty Policy all codified at App. "G".  Accompanying 2001 dental and vision plan improvements codified at Rule 28 and App. "A".
04/18/86	Miscellaneous	Letter of Understanding re application pools mooted by the 08/20/92 P.L. 102-306 Agreement.
09/25/02	Miscellaneous	Letter of Understanding that training agreement could be used or referred to if ratification failed was mooted by its ratification.
01/19/00	Miscellaneous	Letter of Understanding re scheduled service disruption between Stockton and Fresno fulfilled.

## ENDNOTES

- 1 Adopted from Article V of August 1, 1998 Agreement.
- 2 Ibid.
- 3 Adopted from Letter No. 5 dated August 1, 1998.
- 4 Ibid.
- 5 Added to Agreement December 2, 1997, pursuant to Public Law No. 105-134, the “Amtrak Reform and Accountability Act of 1997.”
- 6 Adopted from Article V of the August 1, 1998 Agreement.
- 7 Adopted from Letter of Understanding dated August 2, 1983.
- 8 Adopted from Article V of the December 23, 1985 Agreement, and Letter of Understanding dated February 12, 1986.
- 9 Adopted from Article VI of December 23, 1985 Agreement.
- 10 NMB Case A-12290, adopted August 3, 1992.
- 11 Adopted from Article IV, Section A, of the November 4, 1992 Agreement.
- 12 This paragraph is taken from Rules 3(a) and 3(b) of the October 26, 1982 Agreement.
- 13 Adopted from Memorandum of Understanding assuming off-corridor service dated December 23, 1985.
- 14 Modified by Letter of Understanding dated October 16, 1997.
- 15 Zones 9A and 12A, added by Letter of Understanding dated June 22, 1988.
- 16 Adopted from Letter of Understanding dated June 2, 1988.
- 17 Adopted from Article IV, B, of November 4, 1992 Agreement and Letter of Understanding also dated November 4, 1992.
- 18 Adopted from Article V, Section C of the Agreement in settlement of NMB Case No. A-12290.
- 19 Adopted from Letter of Understanding dated June 6, 1996.
- 20 Adopted from Article V, Section D of the Agreement in settlement of NMB Case No. A-12290.

- 21 Adopted from August 16, 2001 Agreement. *See* Appendix “W”.
- 22 Adopted from Letter of Understanding dated June 7, 1990 as modified by Letter of Understanding dated June 7, 1990.
- 23 Adopted from Letter of Understanding dated February 22, 1995.
- 24 Adopted from Letter of Understanding dated April 11, 2000.
- 25 Adopted from Article IV, Section C.1 of the December 23, 1985 Agreement, as modified by Section B.1 of the Agreement dated June 2, 1988.
- 26 NMB Case No. A-12290, adopted August 3, 1992, and August 1, 1998 Agreement.
- 27 Adopted from Article VIII, Section B of the August 1, 1998 Agreement.
- 28 Adopted from Letter of Understanding dated August 2, 1983.
- 29 Adopted from November 4, 1992 Agreement.
- 30 Adopted from Article V of August 1, 1998 Agreement.
- 31 Revised according to Article VIII, Section G of August 1, 1998 Agreement.
- 32 Internal protocols for conducting Rule 6(l) meetings were published by Amtrak on August 15, 2001.
- 33 Adopted from Article V, Section B, NMB Case A-12290, dated November 4, 1992.
- 34 Adopted from Letter of Understanding dated July 23, 1999.
- 35 Adopted from Article VIII, Section D of the August 1, 1998 Agreement.
- 36 Adopted from Letter of Understanding dated March 1, 1994.
- 37 Adopted from Letter of Understanding dated April 18, 1986.
- 38 Adopted from Article III, Section B of the November 4, 1992 Agreement.
- 39 Adopted from Letters of Understanding dated May 9, 1991 and June 24, 1991. Also see Appendix “S” for Letters of Understanding regarding furloughed employees.
- 40 Adopted from Appendix “A”, Section 3 of the June 2, 1988 Agreement.
- 41 Adopted from Article IV, Section A of the Agreement signed August 20, 1992, in settlement of NMB Case No. A-12290.

- 42 Adopted from Letter No. 3, August 1, 1998.
- 43 Adopted from Letter of Understanding dated July 8, 1988, as modified by letter dated August 7, 1990.
- 44 Letter of Understanding dated July 8, 1988.
- 45 Letter of Procedure dated September 23, 1988.
- 46 Letter of Understanding dated September 27, 1988.
- 47 Adopted from Article VIII, Section C of the August 1, 1998 Wage and Rule Agreement.
- 48 Adopted from Article III, Section C of the November 4, 1992 Agreement.
- 49 Adopted from the Memorandum of Understanding dated April 3, 1991, effective June 1, 1991.
- 50 Adopted from Appendix “A”, Item 5 of the June 2, 1988 Agreement.
- 51 Adopted from Letter of Understanding dated May 2, 2001.
- 52 Adopted from Article V of the June 2, 1988, Agreement.
- 53 Adopted from Appendix “A”, Section 6 of the June 2, 1988 Agreement.
- 54 Adopted from Appendix “A”, Section 8 of the June 2, 1988 Agreement.
- 55 Adopted from Letter No. 1 dated June 2, 1988.
- 56 Adopted from Article VIII, Section F of the August 1, 1998 Agreement.
- 57 Adopted from Side Letter No. 9 of the October 26, 1982 Agreement.
- 58 Adopted from Side Letter No. 9 of the October 26, 1982 Agreement.
- 59 Adopted from Side Letter No. 5 of the December 23, 1985 Memorandum of Understanding.
- 60 Adopted from Letter of Understanding dated March 1, 1994.
- 61 The original provision, governing compulsory retirement, was deleted pursuant to the Letter of Understanding dated April 14, 1987.
- 62 Also see Appendix “T” for prior service credits and vacation entitlements for qualified engineers hired by Amtrak.
- 63 Adopted from Appendix “B” to the August 1, 1998 Agreement.

- 64 Adopted from Appendix “B” to the August 1, 1998 Agreement.
- 65 Adopted from Letter of Understanding dated October 26, 1982.
- 66 Adopted from Letter of Understanding dated January 7, 2000.
- 67 Adopted from Item #9 to Appendix “A” to Agreement dated June 2, 1988.
- 68 Adopted from Letter of Understanding dated February 5, 1997.
- 69 Adopted from Article VIII, Section E of the August 1, 1998 Agreement.
- 70 Adopted from Letter No. 4 of the August 1, 1998 Agreement.
- 71 Adopted from Letter of Understanding dated March 4, 1994.
- 72 Adopted from Article VII of the August 1, 1998 Agreement.
- 73 Adopted from confirmation letter dated January 4, 2002.
- 74 Adopted from Appendix “A” to Agreement dated June 2, 1988.
- 75 Adopted from Appendix “A”, Item 7, of the June 2, 1998 Agreement.
- 76 Adopted from Article VII of the Agreement in settlement of NMB Case No. A-12290.
- 77 Adopted from Article VII of the June 2, 1998 Agreement.
- 78 Adopted from Article VI of the June 2, 1998 Agreement.
- 79 Adopted from Article VIII, Section I of the August 1, 1998 Agreement.
- 80 Adopted from Article III and Appendix “A” of the August 1, 1998 Agreement.
- 81 Adopted from Article III of the June 2, 1988 Agreement.
- 82 Letter No. 3, paragraph 1 revised from Appendix “A”, Section 10 of the June 2, 1988 Agreement.
- 83 Article VII of the December 23, 1985 Memorandum of Agreement.
- 84 Adopted from Letter No. 4 dated December 23, 1985.