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**IDnum** 221    **Language** English    **Country** United States    **State** multi

**Union** BLET (Brotherhood of Locomotive Engineers and Trainmen) - a division of IBT

### Local

Occupations Represented
Rail transportation occupations

**Bargaining Agency** National Railroad Passenger Corporation

**Agency industrial classification (NAICS):**

48-49 (Transportation and Warehousing)

**BeginYear** 1998    **EndYear** 2001

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**Notes**

**Contact**

**Full text contract begins on following page.**

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# AGREEMENT

This agreement made this 1st day of August 1998, by and between the National Railroad Passenger Corporation (Amtrak) and its employees represented by the Brotherhood of Locomotive Engineers (BLE) is in full and final settlement of all pending Section 6 notices filed by both parties.

## ARTICLE I - WAGES

### Section 1 - Signing Bonus

Subject to Sections 8 and 9, each employee with 2,000 or more straight time hours paid for (not including any such hours reported to the STB as constructive allowances except vacations, holidays, paid sick leave and guarantees in protective agreements or arrangements) during the period January 1, 1996, through December 31, 1996, will be paid, as specified herein, a Signing Bonus of four hundred dollars (\$400.00) within sixty (60) days of the execution of this agreement.

### Section 2 - First General Wage Increase

Effective December 1, 1995, all hourly rates of pay of employees covered by this Agreement in effect on the preceding day shall be increased in the amount of three percent (3%).

#### (a) Disposition of Fractions -

Rates of pay resulting from application of this section which end in a fraction of a cent will be rounded to the nearest whole cent; fractions less than one-half cent will be dropped, and fractions of one-half cent or more will be increased to the nearest full cent.

#### (b) Application of Wage Increase -

The increase in wages provided for in this section

will be applied in accordance with the wage or working conditions agreement in effect. Special allowances not included in fixed rates and arbitraries representing duplicate time payments will not be increased.

### Section 3 - First Lump Sum Payment

Each employee will be paid a lump sum equal to three percent (3%) of the employee's compensation for 1995, excluding pay elements not subject to general wage increases under Section 2(b) of this Article. Said lump sum will be paid on or after October 1, 1998, and no later than November 5, 1998.

### Section 4 - Second General Wage Increase

Effective July 1, 1997, all hourly rates of pay in effect on June 30, 1997, for employees covered by this Agreement shall be increased in the amount of three and one-quarter percent (3¼%). The increase provided for in this Section will be applied in the same manner as provided for in Section 2 hereof.

### Section 5 - Second Lump Sum Payment

Effective July 1, 1998, each employee will be entitled to a lump sum equal to the excess of (i) three and one-half percent (3½%) of the employee's compensation for 1997, excluding pay elements not subject to general wage increases under Section 2(b) of this Article and lump sums, over (ii) the amount resultant from the formula contained in Article I, Section 5(ii) of the National Carriers' Conference Committee (NCCC)/BLE Agreement dated May 31, 1996. Said lump sum will be paid on or after October 1, 1998, and no later than November 5, 1998.

### Section 6 - Third General Wage Increase

Effective July 1, 1999, all hourly rates of pay in effect on June 30, 1999, for employees covered by this Agreement shall be increased in the amount of three and one-half percent (3½%). The increase provided for in this Section will be applied in the same manner as provided for in Section 2 hereof.

### Section 7 - Eligibility for Receipt of Signing Bonus, Lump Sum Payments

The signing bonus and lump sum payments provided for in this Article shall be paid to each employee subject to this Agreement who has an employment relationship as of fifteen (15) days prior to the date such payments are payable, or has retired or died subsequent to the beginning of the applicable calendar year used to determine the amount of such payment. There shall be no duplication of the signing bonus or lump sum payments by virtue of employment under another agreement nor will such payments be used to offset, construct or increase guarantees in protective agreements or arrangements.

### Section 8 - Employees Working Less Than Full-Time

For employees who have fewer straight time hours (as defined) paid for in the period described in Section 1 than the minimum number set forth therein, the dollar amount of the Signing Bonus specified in Section 1 shall be adjusted by multiplying such amount by the number of straight time hours (including vacations, holidays, paid sick leave and guarantees in protective agreements or arrangements) for which the employee was paid during such period divided by the defined minimum hours.

### Section 9 - Signing Bonus Proration

In the case of any employee subject to the wage progression or entry rates, the dollar amount of the Signing Bonus specified in Section 1 shall be adjusted by multiplying such amount by the weighted average entry rate percentage applicable to wages earned during the specified determination period.

## **ARTICLE II - COST-OF-LIVING PAYMENTS**

### Part A - Cost-of-Living Payments Under Agreement Dated June 27, 1992

The nine cent (\$0.09) cost-of-living allowance in

effect beginning July 1, 1995, pursuant to Article II of the 1992 Amtrak/BLE Agreement, shall be rolled into the basic rates of pay on November 30, 1995, and such Article II shall be eliminated at that time, except as provided in Article IV(c) of this Agreement.

Part B – Cost-of-Living Allowance Through January 1, 2000. and Effective date of Adjustment

(a) A cost-of-living allowance, calculated and applied in accordance with the provisions of Part C of this Article, except as otherwise provided in this Part, shall be payable and rolled into the basic rates of pay on December 31, 1999.

(b) The measurement periods shall be as follows:

<u>Measurement Periods</u>	<u>Effective Date</u> <u>Measurement Month</u> <u>of Adjustment</u>
<u>Base Month</u>  March 1995      March 1996 plus March 1997	March 1998 Dec. 31, 1999

The number of points change in the CPI during each of these measurement periods shall be added together before making the calculation described in Part C, Section 1(e) of this Article.

(c)(i) Floor. The minimum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date</u> <u>of Adjustment</u>	<u>Minimum CPI Increase That</u> <u>Shall Be Taken Into</u> <u>Account</u>
Dec. 31, 1999	4% of March 1995 CPI plus 4% of March 1997 CPI

(ii) Cap. The maximum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Minimum CPI Increase That Shall Be Taken Into Account</u>
Dec. 31, 1999	6% of March 1995 CPI plus 6% of March 1997 CPI

(d) The cost-of-living allowance payable to each employee and rolled into basic rates of pay on December 31, 1999, shall be equal to the difference between (i) the cost-of-living allowance effective on that date pursuant to this Part, and (ii) the amount resultant from the formula contained in Article II, Part B(d)(ii) of the NCCC/BLE Agreement, dated May 31, 1996, or as otherwise may be agreed to nationally.

Part C – Cost-of-Living Allowance and Adjustments Thereto  
After January 1, 2000

Section 1 – Cost-of-Living Allowance and Effective Dates of  
Adjustments

(a) A cost-of-living allowance shall be payable in the manner set forth in and subject to the provisions of this Part, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967=100), U.S. Index, all items – unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the CPI. The first such cost-of-living allowance shall be payable effective July 1, 2000, based, subject to paragraph (d), on the CPI for March, 2000, as compared with the CPI for September, 1999. Such allowance, and further cost-of-living adjustments thereto which shall become effective as described below, shall be based on the change in the CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d)(iii), according to the formula set forth in paragraph (e).

Measurement Periods

<u>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date of Adjustment</u>
September 1999	March 2000	July 1, 2000
March 2000		September 2000 January 1, 2001

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

(b) While a cost-of-living allowance is in effect, such cost-of-living allowance shall apply to straight time, overtime, protected rates, vacations, holidays and personal leave days in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to special allowances and arbitraries representing duplicate time payments.

(c) The amount to the cost-of-living allowance, if any, that shall be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.

(d)(i) Cap. In calculations under paragraph (e), the maximum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That May Be Taken Into Account</u>
July 1, 2000	3% of September 1999 CPI

January 1, 2001      6% of September 1999 CPI,  
less the increase from Sep-  
tember 1999 to March 2000

Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

(ii)      Limitation. In calculations under paragraph (e), only fifty percent (50%) of the increase in the CPI in any measurement period shall be considered.

(iii)      If the increase in the CPI from the base month of September 1999 to the measurement month of March 2000 exceeds 3% of the September 1999 base index, the measurement period that shall be used for determining the cost-of-living adjustment to be effective the following January shall be the 12-month period from such base month of September, the increase in the index that shall be taken into account shall be limited to that portion of the increase that is in excess of 3% of such September base index; and the maximum increase in that portion of the index that may be taken into account shall be 6% of such September base index less the 3% mentioned in the preceding clause, to which shall be added any residual tenths of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which shall have become effective July 1, 2000, during such measurement period.

(iv)      Any increase in the CPI from the base month of September 1999 to the measurement month of September 2000 in excess of 6% of the September 1999 base index shall not be taken into account in the determination of subsequent cost-of-living adjustments.

(v)      The procedure specified in subparagraphs (iii) and (iv) shall be applicable to all subsequent periods during which this Article is in effect.

(e)              Formula. The number of points change in  
the  
CPI during a measurement period, as limited by paragraph



(d), shall be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion shall not be counted.)

The cost-of-living allowance in effect on December 31, 2000, shall be adjusted (increased or decreased) effective January 1, 2001, by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (d), in the CPI during the applicable measurement period. Any residual tenths be added to the amount of the cost-of-living allowance in effect on December 31, 2000, if the CPI shall have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index shall have been lower at the end than at the beginning of the measurement period and, then, only to the extent that the allowance remains at zero or above. The same procedure shall be followed in applying subsequent adjustments.

(f) Continuation of the cost-of-living allowance

and the adjustment thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W during such measurement period.

## Section 2 - Payment of Cost-Of-Living Allowances

(a) The cost-of-living allowance payable to each employee effective July 1, 2000, shall be equal to the difference between (i) the cost-of-living allowance effective on the date pursuant to Section 1 of this Part, and (ii) the amount resultant from the formula contained in

Article II, Part C, Section 2(a)(ii) of the NCCC/BLE Agreement, dated May 31, 1996.

(b) The increase in the cost-of-living allowance effective January 1, 2001, pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.

(c) The increase in the cost-of-living allowance effective July 1, 2001, pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.

(d) The procedure specified in paragraphs (b) and (c) shall be followed with respect to computation of the cost-of-living allowances payable in subsequent years during which this Article is in effect.

(e) In making calculations under this Section, fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

### Section 3 – Application of Cost-Of-Living Allowances

The cost-of-living allowance provided for by Section 1 of this Part C will be payable as provided in Section 2 and will not become part of basic rates of pay. Such allowance and the adjustments thereto will be applied as follows:

Hourly Rates – Add the amount of the cost-of-living allowance to the hourly rate of pay produced by application of Article I.

### Section 4 – Continuation of Part C

The arrangements set forth in Part C of this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act.

### **ARTICLE III - CERTIFICATION ALLOWANCE**

Subject to the Questions and Answers attached hereto as Appendix "A", Passenger Engineers shall be paid a certification allowance of five dollars (\$5.00) per day, effective with the date of execution of this Agreement.

### **ARTICLE IV - RETROACTIVE PAYMENTS**

(a) Retroactive wage adjustments will be made as follows:

Payments owed as a result of the retroactive application of the general wage increases contained in Article I, Sections 2 and 4, will be paid on or after October 1, 1998, and no later than November 5, 1998.

(b) General wage increases and the Certification Allowance provided for in Article III will be implemented as soon as possible. The Union will be notified of the implementation schedule. Retroactive payments will run to, but not including, the date of such implementation.

(c) The payment specified in paragraph (a) will be reduced by the excess of (i) the cost-of-living allowance provided for in Article II, Part B, Sections 1 and 4 of the NCCC/BLE imposed agreement, dated November 7, 1991, and (ii) the nine cent cost-of-living allowance rolled into the basic rate in Article II, Part A above. In the calculation of (i) above, the offsets in clauses (ii) in Article II, Part B, Section 2(b) of the NCCC/BLE imposed agreement adopted in the Amtrak/BLE mediation agreement dated August 3, 1992, will not be taken into consideration to reduce (i).

### **ARTICLE V - SECOND PASSENGER ENGINEER**

Article II of the November 4, 1992, Agreement is revised as follows:

Section 1 -

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.

Section 2 -

Assignments involving trains scheduled to operate more than four (4) hours, but less than six (6) hours, as calculated in accordance with Section 1, 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.

Section 3 -

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 Section 1 shall be retained on the Passenger Engineer extra board.

- Q1. In the application of the revised Article II, Section 1, 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. 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.

## **ARTICLE VI- 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.

## **ARTICLE VII - OCCUPATIONAL HEALTH/WORK RELATED INJURY PROJECT**

BLE and Amtrak shall adopt and implement elements of the current 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.

## **ARTICLE VIII- WORK RULES**

### **Section A - New Commuter Service**

"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."

#### Section B - Bulletin and Assignment

Revise Rule 6(a) as follows:

"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.

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.

#### Section C - Guaranteed Extra Board

Revise Rule 9(a) by adding the following:

"Employees assigned to extra boards 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.

- NOTE:
1. Article VI - Guaranteed Extra Boards of the Mediation Case A-12290 revisions is deleted.

2. Questions and answers #4 and #5 pertaining to Rule 9 are revised accordingly."

#### Section D – Mandatory Displacement

Replace Letter No. 2 of the June 2, 1988, Agreement, as amended by the March 9, 1989 letter agreement, with the following language:

"All positions will be readvertised not less than two times per year. Positions will be awarded effective on the date specified on such bulletins.

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.

Employees who fail to make application or who do not apply for sufficient positions to be awarded an assignment, will only be permitted to select an assignment that failed for bid or will be placed on the extra board."

#### Section E – Vacations

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.

#### Section F - Training. Qualifying and Examinations

Revise Rule 16 by adding a new paragraph as follows:

- 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 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."

#### Section G - Lock-In

Revise Rule 6(i) to read as follows:

"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 displacement rights 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."

#### Section H - Training

Revise Article V, Section A of Appendix "A" to the November 4, 1992, Agreement to read as follows:

"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.

#### Section I - Unauthorized Absence

Adopt a new rule that reads as follows:

##### **"Rule 42 - Unauthorized Absence**

- (1) (1) Employees shall not absent themselves from their assigned positions for any cause without first properly notifying the Company
- (2) (2) 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.
- (3) (3) 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."

#### Section J - Printing of Codified Agreement

The parties agree to meet, as soon as practicable following the execution of this Agreement, in order to codify the collective bargaining agreement. After such codification is completed, Amtrak will have printed and will distribute copies of such codified agreement in sufficient quantity to provide each Passenger Engineer with his/her own copy, as well as an adequate number for the internal use of the BLE. The cost of such printing and distribution will be borne by Amtrak.

## ARTICLE IX - CONTINGENCIES

The agreement will be effective only upon ratification by the BLE. The parties to this agreement further agree that specific funding actions must occur to assure that Amtrak can execute the financial obligations of this agreement. Federal appropriations funding contingencies that must be met in order for Amtrak to be bound to carry out financial obligations include, but are not limited to:

- • enactment of an Amtrak authorization bill; and
- • submission by the Administration and enactment of legislation providing assistance in amounts consistent with the "glidepath" to zero operating subsidy by FY 2002; and;
- • submission by the Administration and enactment of legislation providing additional assistance in amounts sufficient to correct shortfalls in FY 1996 and 1997 assistance; and
- • no reduction in the first payment of \$1.15 billion from the Capital Trust Fund; and
- • appropriation of general capital in FY 2000 at levels at least comparable to the FY 99 level.

Should the Amtrak Board of Directors determine that any of these contingencies - or other significant funding event - has failed to occur within a reasonable time, the BLE/Amtrak Agreement provisions related to wage increases not yet paid shall be void unless the Amtrak Board of Directors determines that Amtrak is financially able to continue such payments. Prior to making its decision, the Board of Directors shall consult with the BLE. If the wage increase provisions are void because such contingencies are not met or if Amtrak fails to pay scheduled increases and/or scheduled retroactive payments and/or scheduled lump

sum payments on schedule:

1. Amtrak shall notify the BLE as soon as it has determined that it will be unable to pay the scheduled increase and/or retroactive payment, and/or lump sum payment on schedule.
2. The parties will for a period of 30 days renegotiate the terms and conditions of this agreement in an effort to meet changed financial circumstances.
3. At the end of the 30 days, a cooling-off period will prevail for 30 days.
4. At the end of the cooling-off period, the parties may engage in self-help. If either party engages in self-help, the agreement will no longer bind either party.
5. The parties agree that a failure to pay scheduled pay increases and/or retroactive lump sum payments on schedule shall be a major dispute.
6. Clerical error which delays scheduled pay increases and/or retroactive payments and/or lump sum payments shall not trigger procedures 1-5 above.

This agreement is without prejudice to BLE's position that the glidepath is poorly considered transportation policy.

#### **ARTICLE X - MORATORIUM**

- A. The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the notice dated October 27, 1995, served upon the organization by Amtrak, and all notices served on Amtrak by the organization on or after November 1, 1994. This agreement shall remain in effect through December

31, 1999 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

- B. No party to this Agreement shall serve notice prior to November 1, 1999 (not to become effective before January 1, 2000), any notice or proposal which relates to the subject matter of the provisions of this Agreement or which proposes matters covered by the proposals of the parties specified in paragraph (A) above and any proposal in pending notices relating to such subject matters are hereby withdrawn.
- C. This Article will not bar the National Railroad Passenger Corporation and the Organization signatory hereto from agreeing upon any subject of mutual interest.

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

FOR THE BROTHERHOOD OF  
LOCOMOTIVE  
ENGINEERS

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Joseph M. Bress  
Vice President-Labor Relations

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Mark B. Kenny  
General Chairman

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Larry C. Hriczak  
Director Labor Relations

---

Craig A.  
McDowell  
Vice General Chairman



Travis C. Hinton  
General Manager Operations  
Amtrak Intercity

LeRoy L.  
Lucas  
General Chairman  
Emeritus

---

Kurt G. Laird  
General Manager Product Line  
Amtrak West

---

Jon S. Tainow  
Acting Vice President Operations – NEC

---

Patrick E. Dougherty  
Labor Relations Officer

National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 Telephone (202) 906-3000

August 1, 1998  
Letter No. 1

Mr. Mark B. Kenny  
General Chairman  
Brotherhood of Locomotive Engineers  
Cherry Tree Corporate Center

535 Route 38, Suite 125  
Cherry Hill, New Jersey

Dear Mr. Kenny:

This confirms our understanding with respect to the Agreement of this date.

The parties exchanged various proposals and drafts antecedent to adoption of the various Articles that appear in this Agreement. It is our mutual understanding that none of such antecedent proposals and drafts will be used by any party for any purpose and that the provisions of this Agreement will be interpreted and applied as though such proposal and drafts had not been used or exchanged in the negotiation.

Please acknowledge your agreement by signing your name in the space provided below.

Yours very truly,

Joseph M. Bress  
Vice President  
Labor Relations

---

Mark B. Kenny, General Chairman , BLE

National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 Telephone (202) 906-3000

August 1, 1998  
Letter No. 2

Mr. Mark B. Kenny  
General Chairman  
Brotherhood of Locomotive Engineers  
Cherry Tree Corporate Center

535 Route 38, Suite 125  
Cherry Hill, New Jersey

Dear Mr. Kenny:

This refers to the increase in wages provided for in Article I of the Agreement of this date.

It is understood that the retroactive portion of that wage increase shall be applied only to employees who have an employment relationship with a carrier on the date of this agreement or who retired or died subsequent to December 1, 1995.

Please acknowledge your agreement by signing your name in the space provided below.

Yours very truly,

Joseph M. Bress  
Vice President  
Labor Relations

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Mark B. Kenny, General Chairman, BLE

National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 Telephone (202) 906-3000

August 1, 1998  
Letter No. 3

Mr. Mark B. Kenny  
General Chairman  
Brotherhood of Locomotive Engineers  
Cherry Tree Corporate Center  
535 Route 38, Suite 125  
Cherry Hill, New Jersey

Dear Mr. Kenny:

This will confirm our understanding regarding the August 1, 1998 agreement. Certification Allowances paid in accordance with the provisions of Article III will not be used to offset any extra board guarantee payments required under Rule 9(a)(1), as subsequently modified.

Please acknowledge your agreement by signing your name in the space provided below.

Yours very truly,

Joseph M. Bress  
Vice President  
Labor Relations

---

Mark B. Kenny, General Chairman, BLE

National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 Telephone (202) 906-3000

August 1, 1998  
Letter No. 4

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 confirms our understanding regarding Article VIII

- Section E - Vacations of the August 1, 1998 Agreement.

This will confirm our understanding that vacation qualification criteria in effect on the date of this Agreement 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"). In other words, the changes in qualification as set forth in Article VIII, Section E 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.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

Joseph M. Bress  
Vice President  
Labor Relations

I agree.

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Mark B. Kenny, General Chairman, BLE

National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 Telephone (202) 906-3000

August 1, 1998  
Letter No. 5

Mr. Mark B. Kenny  
General Chairman  
Brotherhood of Locomotive Engineers  
Cherry Tree Corporate Center  
535 Route 38, Suite 125  
Cherry Hill, New Jersey

Dear Mr. Kenny:

This letter has reference to Article V - Second Passenger Engineer of our August 1, 1998 agreement.

This confirms our understanding that 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.

Additionally, 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 Section 2.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

Joseph M. Bress  
Vice President  
Labor Relations

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Mark B. Kenny, General Chairman, BLE

National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 Telephone (202) 906-3000

August 1, 1998  
Letter No. 6

Mr. Mark B. Kenny  
General Chairman  
Brotherhood of Locomotive Engineers  
Cherry Tree Corporate Center  
535 Route 38, Suite 125  
Cherry Hill, New Jersey

Dear Mr. Kenny:

This will confirm our understanding regarding the agreement reached this date that, as a result of the modifications made to Article II of the November 4, 1992, Agreement, pending claims and/or grievances related to crew

size on mail/express trains, contract trains, and assignment EJSF-1 are hereby withdrawn by the Organization.

Please acknowledge your agreement by signing your name in the space provided below.

Yours very truly,

Joseph M. Bress  
Vice President  
Labor Relations

---

Mark B. Kenny, General Chairman, BLE

National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 Telephone (202) 906-3000

August 1, 1998  
Letter No. 7

Mr. Mark B. Kenny  
General Chairman  
Brotherhood of Locomotive Engineers  
Cherry Tree Corporate Center  
535 Route 38, Suite 125  
Cherry Hill, New Jersey

Dear Mr. Kenny:

This will confirm our understanding regarding the agreement reached this date, that if Amtrak, subsequent to this settlement, negotiates an agreement with another union that provides for general wage increases and lump sum payments which result in total compensation greater than

90% of the cost of the applicable national settlement through FY 2000, without any concomitant greater work rule savings and/or savings as the result of modifications to the health and welfare provisions, the BLE may request a compensation adjustment. Amtrak may agree to apply the requested adjustment or will meet with the BLE to discuss the matter. If the parties are unable to resolve the matter, within 30 days of the initial meeting, or as otherwise agreed upon, it may be submitted to an arbitration panel to be established by the parties. Amtrak and the BLE shall share the fees and expenses of the neutral member, who shall have experience in interest arbitration.

If Amtrak, subsequent to the agreement reached this date, negotiates an agreement with another union that provides more favorable health and welfare benefits than those provided to the BLE without any concomitant work rule savings, greater reduction in the application of their national settlement and/or changes to the health and welfare benefits that offsets the cost for providing the more favorable health and welfare benefits, then the procedure above would apply. In any event, the BLE may request such health and welfare benefits in return for similar concomitant offsets.

The parties agree to exchange data and calculations necessary to support their respective positions within a reasonable period subsequent to a request and, in any event, prior to the submission of such dispute to arbitration.

Please acknowledge your agreement by signing your name in the space provided below.

Yours very truly,

Joseph M. Bress  
Vice President  
Labor Relations



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Mark B. Kenny, General Chairman , BLE

**APPENDIX "A"**  
**BLE ENGINEER CERTIFICATION PAY**

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**APPLICATION AND INTERPRETATION**  
**AGREED TO QUESTIONS AND ANSWERS**

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

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Effective Date

Q1 What is the effective date for the commencement of

payment of the \$5.00 certification allowance?

A1 August 1,1998

### Eligibility

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.

### Application

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, runarounds, etc.
  - • Payments made under the Held Away From Home Terminal rules.

#### Application Examples

##### Tours of Duty/Service Running Over Two Consecutive Calendar Days

- 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 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.

#### Multiple Starts, Same Calendar Day

Q11 A certified locomotive engineer starts and completes two 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

#### Separate Starts During Two Successive Calendar Days

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.

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-

Multiple Days' Pay for Single Start

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.

Fringe Benefits, Protective Pay

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.

#### Offsets

Q17 Is the certification allowance payable in addition to payments required under existing rules for special allowances, differentials, arbitraries, and penalties?

A17 Yes.

**APPENDIX  
"B"**

**AUGUST 1, 1998 AGREEMENT**

**ENGINEER VACATIONS  
AGREED TO QUESTIONS AND ANSWERS**

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

Section 1

In the application of Article VIII, Section D, 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 150 days in a calendar year to qualify for an annual vacation for the succeeding year.

- b. 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.
- c. 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.
- d. An employee may take his annual vacation in any calendar year in weekly segments.
- e. An employee may take up to one week of his/her annual vacation in single day increments.
- f. 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.