

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 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 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

MBTA

December 17, 1986

Mr. G. R. DeBolt, Vice President
Brotherhood of Locomotive Engineers
16651 88Avenue
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) 12-17-86
G. R. DeBolt Date
Vice President