

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<sup>1</sup>, 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.

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<sup>1</sup> July 18, 1986 agreement - Appendix M (MBTA Agreements)

- 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

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 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

LACTC

**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.

<i>(original signed by)</i>	<u>5/16/96</u>	<i>(original signed by)</i>	<u>5/16/96</u>
T. W. Fleming	Date	R. E. Wiggins	Date
Manager, Labor		General Chairman	
Relations			
Amtrak West		Brotherhood of Locomotive Engineers	

Approved:  
*(original signed by)*  
L. C. Hriczak, Director-Labor Relations

LACTC

**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<sup>2</sup> 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.

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<sup>2</sup> July 18, 1986 agreement - Appendix M (MBTA Agreements)

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,  
General Chairman

*(original signed by)*

E. Wiggins  
Labor Relations  
Brotherhood of Locomotive Engineers LACTC

**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