

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, agreement¹ 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

¹ July 18, 1986 agreement - Appendix M (MBTA 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 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

PCS

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

August 17, 2007



Mr. Mark B. Kenny, General Chairman
Brotherhood of Locomotive Engineers and Trainmen (BLET)
1985 Highway 34, Suite A7A-1, Mail Box # 11
Wall, NJ 07719

Dear Mr. Kenny:

This letter has reference to discussions concerning the Peninsula Commute Service held with Vice President - Transportation Richard Phelps, Division Manager Joseph Deely and other company officials on your June 2007 trip to the West Coast.

In those discussions, it was agreed that the Peninsula Commute Service (PCS) should constitute a separate Work Zone for engineers. Therefore, we agreed to the following changes to our January 24, 1992 Peninsula Commute Service (PCS) Agreement;

- 1.) Paragraph two is deleted and replaced by the following, "This service will placed in new Work Zone CS-2 which encompasses all territory involved in the operation of the PCS.
- 2.) There will be no commingling of Amtrak Intercity passenger engineer assignments and PCS commuter engineer assignments.

If the foregoing accurately reflects the understandings reached during the discussions, please indicate your agreement by signing in the appropriate place below, returning one original to me for implementation.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry C. Hriczak".

Larry C. Hriczak
Director Labor Relations.

I Concur.

A handwritten signature in black ink, appearing to read "Mark B. Kenny".

Mark B. Kenny
General Chairman

cc: Richard Phelps, VP - Transportation

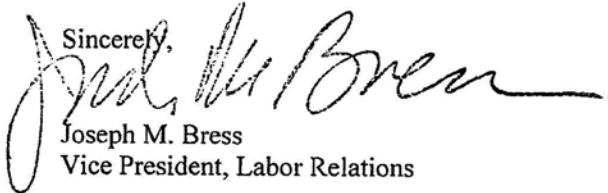


October 6, 2006

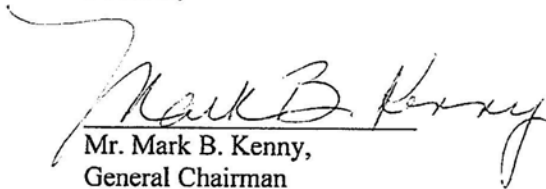
Mr. Mark B. Kenny
General Chairman
Brotherhood of Locomotive Engineers
General Committee of Adjustment- Amtrak
Cherry Tree Corporate Center, Suite 125
535 Route 38
Cherry Hill, NJ 08002-2948

Dear Mr. Kenny:

The Peninsula Corridor Joint Powers Board (JPB) has developed and desires to implement and Employee Incentive Plan for Amtrak employees who perform service on its trains. The purpose of the plan is to provide financial incentives to the Amtrak employees to continuously improve performance in specific areas of importance to the JPB. The final plan is attached. Provision of the incentive compensation made available by the plan to the employees represented by your organization requires your approval. If you agree to the implementation of this plan, please sign in the space provided below and return the signed copy.

Sincerely,

Joseph M. Bress
Vice President, Labor Relations

I concur;


Mr. Mark B. Kenny,
General Chairman



MAY 30 2002

May 28, 2002

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

Dear Mr. Kenny:

The following confirms our discussions concerning Article III - Rate Progress - New Hires of the Agreement dated June 2, 1988, and its application to passenger engineers assigned to perform service on the Peninsula Commute Service ("Caltrain"). The Agreement will be effective ten (10) days after receipt of written notification from the Organization that it has been ratified.

It is agreed:

Passenger Engineers assigned to perform service on "Caltrain," who are compensated at less than the 100% rate of pay, may agree to be required to exhaust all seniority at "Caltrain," for a five percent (5%) rate progression credit for each twelve-month period they agree to be so restricted, before they may exercise seniority elsewhere.

Passenger Engineers receiving rate progression credits in accordance with this Agreement may not exceed the 100% full rate of pay. Rate progression credits remain in effect as long as these passenger engineer(s) hold a position on Peninsula Commute Service "Caltrain."

Passenger Engineers receiving rate progression credits totalling less than the 100% full rate of pay will continue to receive rate progression increases in accordance with the provisions of the aforementioned "Article III." For the purpose of this Agreement, the period of "365 calendar days in which the employee performs a total of 80 or more tours of duty" begins with the effective date of the requested rate progression credits.

Passenger Engineers who desire to restrict their seniority in accordance with this Agreement will complete Attachment "A," including obtaining the signature of their local chairman, and providing a copy to the duly accredited representatives.

The application of this Agreement is limited to the Peninsula Commute Service "Caltrain" operated by Amtrak on behalf of the Joint Powers Board, and shall not be cited by either party in any 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.



Mr. Mark B. Kenny
May 28, 2002
Page 2

If this Agreement accurately sets forth our understanding, please indicate your concurrence by signing in the space provided.

Very truly yours,

A handwritten signature in black ink, appearing to read "Larry C. Hriczak". The signature is fluid and cursive, with a prominent upward stroke at the end.

Larry C. Hriczak
Director - Labor Relations

I agree.

A handwritten signature in black ink, appearing to read "Mark B. Kenny". The signature is bold and cursive, with a large initial "M".
8-9-02

Mark B. Kenny
General Chairman - BLE

Date

Attachment

cc: Ronald Seanez, Local Chairman, BLE
Richard Wood, Labor Relations Officer - Amtrak

Attachment A

PCS Entry Rate Lock-in Agreement

In accordance with the provisions of the attached PCS Entry Rate Agreement dated May 10, 2002, I request rate progression credits totaling ___% for a ___ Month "lock-in" period beginning _____.

My signature confirms my understanding of the provisions of the subject PCS Entry Rate Lock-in Agreement, and my acceptance of the above terms.

Employee Signature

Local Chairman Signature

cc: Employee
Local Chairman
Human Resources