

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

For the National Railroad
Passenger Corporation

(original signed by)

R. E. Wiggins
Acting General Chairman

(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

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

(original signed by)

R. E. Wiggins
Acting General Chairman

(original signed by)

C. B. Thomas
Senior Director-Labor Relations

(original signed by)

G. R. DeBolt
Vice President

(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. Pettiford
T. A. Calello	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

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J. M. Fagnani
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