

APPENDIX "X" – BLE Off-Corridor Service

MEMORANDUM OF UNDERSTANDING DATED DECEMBER 23, 1985, BY AND BETWEEN NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) AND PASSENGER ENGINEERS REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS.

WHEREAS, the railroads currently provide engineers to perform certain Amtrak service identified herein, and commonly referred to as "Off-Corridor" service, and;

WHEREAS, Amtrak intends to assume such operation in accordance with the Rail Passenger Service Act, as amended, 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 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 each involved railroad as of December 1, 1985.
  - B. Amtrak will notify the Vice President of the Brotherhood of Locomotive Engineers and General Chairmen, signatory hereto, of the procedures for offering employment forty-five (45) days prior to Amtrak's assumption of service.
  - C. Applicants for Passenger Engineer positions, referred to in II.A, will be selected in accordance with the selection order list supplied by the Brotherhood of Locomotive Engineers in order to establish the initial primary or prior right zone roster.
- 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 will be placed on an Off-Corridor Seniority Roster

based on the equity allocation determined in accordance with Article II.C, above.

- B Composite date of hire seniority date for engineers presently in zone of contributing agency carriers, shall be established for all twelve working zones in relative seniority standing with final result, one national seniority roster of engine service personnel.
- C Upon assumption of service, Amtrak intends to establish the following working zones:

Working Zone 3—New York City, exclusive, to Albany to Cleveland, Niagara Falls, Montreal, and Boston, exclusive, and Springfield to St. Albans.

Working Zone 4—Chicago, inclusive to Pittsburgh, Fort Wayne, Indianapolis, Battle Creek, Port Huron, Grand Rapids, Detroit, Toledo, Cleveland and Harrisburg to Pittsburgh.

Working Zone 5—Washington, D.C., exclusive, Pittsburgh, Salisbury, Hamlet, Savannah, Florence, Newport News and Charlottesville.

Working Zone 6—Savannah, Jacksonville, Tampa, Miami and Hamlet.

Working Zone 7—Chicago, exclusive, Minot, St. Paul-Minneapolis and Milwaukee.

Working Zone 8—Chicago, exclusive, Champaign-Urbana, Memphis, LaJunta, Lincoln and Kansas City.

Working Zone 9—Memphis, Salisbury, Atlanta, New Orleans and El Paso.

Working Zone 10—Portland, Seattle, Spokane, Shelby, Minot, Nampa and Klamath Falls.

Working Zone 11—Nampa, Lincoln, LaJunta, Las Vegas, Sparks, Salt Lake City and Denver.

Working Zone 12—San Diego, Los Angeles, Oakland, Klamath Falls, Sparks, Las Vegas, LaJunta, Albuquerque, El Paso and Phoenix.

The General Chairman will be advised of the Crew Base locations and the principal stations, therein, within each working zone with copy to the assigned

Brotherhood of Locomotive Engineers Vice President. Before each phase is finalized Amtrak will notify the assigned Brotherhood of Locomotive Engineers Vice President and/or his designated representative of any changes in the principal station within each crew base.

- C.1. Passenger Engineers may voluntarily exercise their Off-Corridor seniority to another working zone only to fill a bona fide vacancy or if subject to being furloughed in his current working zone. A prior rights Passenger Engineer, unable to hold an assignment at his crew base, may exercise his Off-Corridor Seniority to another zone at the same location or one nearest thereto, prior to exercise of seniority in his own working zone before being required to exercise his seniority to another job at another location within his work zone. This right can be exercised only if the job is unclaimed by a prior right Passenger Engineer from the zone or such job is filled by a junior Off-Corridor roster employee. A bona fide vacancy is a vacancy for which no bids are received from any Passenger Engineer with a prior right to that working zone.
  2. Passenger engineers without prior rights or Amtrak System seniority who enter service in a classification covered by the work rules of Amtrak—Brotherhood of Locomotive Engineers Agreement of October 26, 1982 will establish seniority as of the time or date he or she first reports to the Medical Examiner. When two (2) or more Passenger Engineers without prior rights or System rights start simultaneously, they will rank in alphabetical order according to their last names.
- V. In lieu of the provisions of Rule 2, paragraph (b), of the October 26, 1982, Agreement, the following will apply:
- Passenger Engineers will be paid for each trip or tour of duty at the straight-time rate for the first eight hours between the time they are required to report for duty until the time they are released on completion of service, and at the time and one-half rate for all time in excess of eight hours. Passenger Engineers paid 40 straight-time hours for service performed in yard and work train service in a work week will be paid at the time and one-half rate for all additional such service performed in the work week. The term "work week" for regularly assigned Passenger Engineers will mean a

week beginning on the first day on which the assignment is bulletined to work, and for Passenger Engineers assigned to an extra board will mean a period of seven consecutive days, starting with Thursday.

- VI. In lieu of the provisions of Rule 2, paragraph (e), of the October 26, 1982 Agreement, the following will apply:

Except as provided in Rule 14, Passenger Engineers held at other than their home crew base will be paid for the actual time so held after the expiration of 12 hours, with a maximum of 8 hours in any 24-hour period.

- VII. Letter No. 3 to the October 26, 1982 Agreement, does not apply to the points covered in this Agreement, except at Chicago (Working Zone 4).

- VIII. In lieu of Letter No. 6 to the October 26, 1982 Agreement, the following will apply to all service covered by this Memorandum.

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 actually on duty, or held for duty, in excess of eight hours within nine consecutive hours, with all time counted as continuous service where interval of release does not exceed one hour.

Signed at Washington, DC this 23rd day of December, 1985.

(Signatures omitted)