

BLET & Transit America Services Tentative Implementing Agreement Synopsis

February 21, 2012

Part I

TASI recognizes the Brotherhood of Locomotive Engineers and Trainmen as the exclusive bargaining representative of the Passenger Engineers in the service covered by the Agreement.

TASI further recognizes and agrees that the BLET/Amtrak Codified Agreement, dated May 5, 2005, as amended April 7, 2008, and by the February 1, 2010 revision to Appendix "K", and the January 30, 2009 revision to Questions & Answers pertinent to Appendix "T" between the National Railroad Passenger Corporation (Amtrak) and the Brotherhood of Locomotive Engineers and Trainmen (BLET) will remain applicable to employees performing service on Caltrain, and will continue to apply to the operations and service TASI will provide to the JPB, except as specifically provided within the Implementing Agreement.

Provides an employment opportunity and establishes a transition process for interested Amtrak employees found in Work Zone CS-2 and Zone 12 to become TASI employees.

Provides for establishing a Health & Welfare plan that will include provisions equivalent to those in effect on Amtrak as of the day prior to TASI's commencement of service including, but not limited to, retirement coverage at age 60, a premium waiver and extended coverage for employees and dependents when an employee ceases work due to sickness, pregnancy or injury, and recognition that such obligations may extend beyond the end date of any agreement for TASI to operate the service.

Part II

Provides a \$1,500 Implementation Incentive to eligible employees payable within 60 days.

Provides a \$1,000 Additional Incentive to eligible employees payable August 31, 2012

Establishes the Passenger Engineer hourly rate at \$37.92 upon the May 26, 2012 assumption of service

Provides five (5) three percent (3%) General Wage Increases (GWI) commencing July 1, 2012, and every July 1st thereafter through 2016, equaling a total of 15% in GWI over the agreement life.

Part III Healthcare and Associated Benefits

Provides a Health & Welfare benefit plan continuation equivalent to that of the current AMPLAN, Dental, Vision, AD&D and Life Insurance coverage, as modified.

Provides a formula for employee monthly cost sharing of the Plan costs to be the lesser of:

- (1) 15% of Amtrak's total costs per employee of AMPLAN, Dental, Vision, AD&D and Life Insurance coverage for the prior calendar year, divided by 12, or
- (2) 15% of TASI's total cost per employee for its Health, Dental, Vision, AD&D and Life Insurance coverage for the prior calendar year, divided by 12, or
- (3) \$190 (May 26, 2012), \$210 (July 1, 2012), capped at \$230 (July 1, 2013) unless increased by agreement.

Provides for employees who opt-out of the TASI provided H&W plan to receive a payment of \$100 per month for each month they choose not to participate in the plan.

Establishes the intention to re-open H&W negotiations with notice not to be served prior to May 1, 2014, and not to become effective before July 1, 2014

Part IV Wage & Work Rule Revisions

Rule 2 Classifications and Basis of Pay

Establishes a Monday thru Sunday work week construction for both regularly assigned and extra Passenger Engineers, and revises extra board guarantee periods accordingly.

Eliminates half-time pay construct and establishes STAPS rule as follows:

Passenger Engineers whose assignments include short turnaround passenger service, 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.

Establishes that employees held off their assignments for company business and compensated for such time will be considered to have worked their assignments for starts, overtime, guarantee, and vacation qualification purposes

Provides for weekly pay by direct deposit, and revises pay cycle to seven (7) consecutive days commencing on Monday at 12:01 A.M.

Eliminates the 90% rate of pay, at the applicable rate, for the first two years when yard service is performed.

Rule 6 Bulletins & Assignments

Provides conformity of the bulletin and assignment process with the new work week construct. Fortifies provisions of Rule 6(1) relative to the grouping of runs consistent with seniority. Provides for an Optional Displacement process in April and October.

Rule 8 Annulment of Assignments

Improves existing rule now providing "two hour" payment to provide "bulletin earnings of assignment" when not properly notified of annulment eight (8) hours in advance.

Establishes obligation for the carrier to meet with the BLET duly accredited representative for the purpose of rearranging runs should the carrier or the JPB intend to implement a reduced service schedule. Also provides that employees affected by such modifications will be paid the greater of their regular bulletin earnings or the modified assignment.

Rule 9 Guaranteed Extra Board

Revises term “weekly period” to be a period of seven (7) consecutive days, starting with Monday
Provides a conforming process for relief day preference awards
Resolves problem within existing hold down rule relative to assuming relief days
Provides allowing a hold down on assignments of less than five day due to a holiday
Eliminates several unfavorable provisions set forth in the existing rule

Rule 10 Deadheading

Provides mileage allowance and payment of defined hourly amounts below when ordered to report for assignments at certain locations and required to utilize personal transportation instead of deadheading by train. Increases call time by the corresponding travel time allowed, as follows:
To or from San Francisco to San Jose 1 hour
To or from San Francisco to Gilroy 1 hour, 45 minutes
To or from San Jose to Gilroy 45 minutes

Rule 13 Calls

Establishes conforming change relative to displacement rule
Revises payment of “a minimum of two hours” to provide “a minimum of eight hours”
Improves potential for additional overtime payment when called in emergency

Rule 16 Training, Qualifying and Examinations

Provides applicable travel allowance when required to travel from the crew base for training

Provides for the time engaged in training, examinations, and company paid business to be considered as “time worked” for purposes of calculating starts, overtime, guarantee, and vacation qualification.

Rule 17 Attending Court or Coroner’s Inquest

Provides applicable travel allowance when required to travel from the crew base to attend court or a coroner’s inquest

Rule 18 Bereavement Leave

Improves rule to provide for bereavement leave for employees’ grandparents and grandchildren

Rule 19 Jury Duty

Improves rule to provide lost earnings payment or, if no time is lost, a basic day for each day jury duty service is performed

Rule 20 Time Claims

Retains existing rule language with the exception of required conforming language changes and eliminating one unnecessary step in the claim progression process

Rule 21 Discipline and Investigation

Essentially retains existing rule language with the exception of required conforming language changes. But, also includes significant improvements in terms of inserting certain provisions that provide for, 1) a discovery process prior to a formal investigation, 2) new and favorable language relative to providing written statements, 3) improved pay mechanisms when directed to attend a formal investigation under charge or as a witness, and, 4) a new provision for expunging discipline.

Rule 27 Vacation

Retains favorable provisions of the National Vacation Agreement of April 29, 1949, as amended, and specified in the existing rule, but also provides the following improvements:

1. Reduces vacation eligibility requirement to one-hundred (100) basic days.
2. Provides for employees with prior railroad service to have said service calculated for purposes of continuous service eligibility.
3. Provides for employees who transfer from a class of service not covered by the operating crafts vacation agreement to count both continuous length of service and the “qualifying days” rendered in such former craft for purposes of determining vacation entitlements in Engine Service.
4. Provides for allowing (10) days of vacation in single day arrangement.
5. Provides for six (6) weeks of vacation after 30 years service.

Rule 32 Holidays

Establishes provision that when a designated holiday falls within an employee’s vacation period and on a day normally worked, the employee will receive vacation pay for that day and have the option of: 1) being paid eight hours holiday pay; 2) adding a day to the vacation period; or 3) accruing an additional personal leave day.

Rule 39 Hours of Service

Improves existing rule to provide “lost earnings” of the missed assignment for the calendar day when unable to cover a regular assignment due to the off-duty requirements of the Hours of Service.

Rule 40 Military Training

Improves existing rule to provide for employees who are members of the Reserves or National Guard required to be absent for the purpose of annual training exercises to be paid “lost earnings” for each day lost.

Rule 43 Certification Allowance

Improves existing rule to provide the payment of one (1) ten dollar (\$10) certification allowance per tour of duty.

Rule 44 Rate Progression

Eliminates rate progression status for any Passenger Engineer who timely applies and accepts TASI employment, thereby improving their hourly rate to 100%. Then provides for those who establish seniority after the agreement date to start at eighty-five percent (85%) of the rate for present employees with five (5%) incremental increases for each year of active service until the rate is equal to 100%.

Rule 45 Compensatory Time

Establishes a new rule that will allow employees, at their option, to accept compensatory time off in lieu of overtime pay on the basis of one hour overtime worked equaling one and one-half hours (1-1/2) in terms of time off. Employees may not accrue more than forty (40) hours of such time in 2012, but will be allowed to accrue up to eighty (80) hours effective August 1, 2013.

Part V

Sets forth general provisions common to Agreements for all crafts employed on the property.

Side Letter No. 1

Provides for employees to begin TASI service with clean service records except where otherwise required by Part 240 or federal requirements.

Side Letter No. 2

Establishes an obligation for the parties to codify the collective bargaining agreement and distribute same to all Passenger Engineers.

Side Letter No. 3

Establishes a “no furlough” clause for Amtrak employees accepting TASI employment prior to August 1, 2013.

Side Letter No. 4

Establishes schedule for deduction of H&W co-payments and union dues.

Side Letter No. 5

Establishes the carrier’s commitment to Safety, Engineer Training, Peer Prevention and Critical Incident programs and acknowledges the BLET partnership role in developing and improving those disciplines.

Side Letter No. 6

Sets forth specific terms and conditions relative to Opt-Out provisions.

Side Letter No.7

Establishes the parties’ intention relative to acting with professionalism, a spirit of cooperation, and the extension of mutual respect to other employees.