

**Brotherhood of Locomotive Engineers  
and Trainmen**

**General Committee of Adjustment  
Amtrak / MBCR / Connex**

**Labor Protection Information Packet**

**June 2005**



## C-2 / *Mittenthal* Definitions

Phrase	Definition																		
“Transaction”	A discontinuance of Intercity Rail Passenger Service, as defined in the Rail Passenger Service Act of 1970, effected after assumption of operations pursuant to the provisions of the Act.																		
“Displaced employee”	An employee who, as a result of a transaction, is placed in a worse position with respect to his compensation and rules governing his working conditions.																		
“Dismissed employee”	An employee who, as a result of a transaction, is deprived of employment because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of a transaction, and is unable to obtain a position by the exercise of his railroad seniority if such option is available.																		
“Change of residence”	New employment at a point (a) in excess of thirty (30) miles from the employee’s place of residence, <i>and</i> (b) located further from his residence than was his former work location.																		
“Protective period”  (modified by <i>Mittenthal</i> )	Based on “WJPA §7(b) years of service,” as follows: <table style="margin-left: auto; margin-right: auto; border: none;"> <thead> <tr> <th style="text-align: center;"><u>Years of Service</u></th> <th style="text-align: center;"><u>Protective Period</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">less than 2</td> <td style="text-align: center;">NO LPP</td> </tr> <tr> <td style="text-align: center;">2 to 3</td> <td style="text-align: center;">6 months</td> </tr> <tr> <td style="text-align: center;">3+ to 5</td> <td style="text-align: center;">12 months</td> </tr> <tr> <td style="text-align: center;">5+ to 10</td> <td style="text-align: center;">18 months</td> </tr> <tr> <td style="text-align: center;">10+ to 15</td> <td style="text-align: center;">24 months</td> </tr> <tr> <td style="text-align: center;">15+ to 20</td> <td style="text-align: center;">36 months</td> </tr> <tr> <td style="text-align: center;">20+ to 25</td> <td style="text-align: center;">48 months</td> </tr> <tr> <td style="text-align: center;">25+</td> <td style="text-align: center;">60 months</td> </tr> </tbody> </table>	<u>Years of Service</u>	<u>Protective Period</u>	less than 2	NO LPP	2 to 3	6 months	3+ to 5	12 months	5+ to 10	18 months	10+ to 15	24 months	15+ to 20	36 months	20+ to 25	48 months	25+	60 months
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WJPA §7(b) definition of “years of service”	“[T]he length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month’s service for each month in which he performed any service (in any capacity whatsoever) and twelve such months shall be credited as one year’s service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining the length of service of an employee acting as an officer or other official representative of an employee organization he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.”																		

## Types of Allowances / Benefits

Allowance / Benefit	Description
Displacement Allowance	A monthly allowance equal to the difference between (1) an employee's average monthly compensation and time paid for during the 12 months prior to the transaction (adjusted for subsequent general wage increases), and (2) his compensation on the new assignment. The allowance may be (a) reduced by the amount of time lost by voluntary absences that bring the work hours for the month below the average, or (b) increased by the amount of time worked in excess of the average work hours. If the employee fails to hold the highest-rated position to which his seniority entitles him, that position — instead of the position actually being worked — will be used to determine the allowance.
Dismissal Allowance	A monthly allowance equal to one-twelfth of an employee's compensation during the last 12 months prior to the date first deprived of employment as a result of a transaction. This allowance is (a) adjusted to reflect subsequent general wage increases, and (b) reduced by unemployment benefits and outside earnings. When an employee returns to service, a dismissal allowance may be converted to a displacement allowance.
Separation Allowance	A dismissed employee who is unable to obtain a position may, under certain circumstances, resign and (in lieu of all other benefits and protections) accept a lump sum payment computed in accordance with WJPA §9, offset by any LPP monies already received.
Fringe Benefits	Same as active employees for the duration of the protective period.
Moving Expenses	If a change of residence is required during the protective period, the employee is entitled to reimbursement for (1) all moving expenses, (2) his and his family's traveling expenses (including living expenses), (3) his actual wage loss up to three working days, and (4) losses arising from the sale of his home. These benefits are not payable for changes in place of residence that are (1) not a result of the transaction, or (2) made subsequent to the initial change or which grow out of the normal exercise of seniority rights. However, an employee furloughed within 3 years after changing his point of employment as a result of a transaction, who elects to move his place of residence back to his original point of employment, will be entitled to moving expenses.

## What Triggers LPP Benefits

<b>When full benefits are payable:</b>	<b>When reduced benefits are payable:</b>	<b>When no benefits are payable:</b>
<p>In the following situations, if the employee has two or more years of service:</p> <p>discontinuance of intercity service established before April 1, 1998;</p> <p>discontinuance of intercity service established after March 31, 1998 that has been operated for more than two years;</p> <p>where Amtrak contracts with shippers or USPS on an intercity route and discontinues the route in whole or part when the contract terminates;</p> <p>where Amtrak receives federal funding on an intercity route and discontinues the route when such funding ceases or is reduced; or</p> <p>as to state-supported service full benefits are provided if Amtrak, alone, decides to discontinue the service.</p>	<p>as to state-supported service benefits at a one-third level are provided if the discontinuance is the state's decision.</p>	<p>the employee has less than two years of service;</p> <p>for the first two years after start-up of new intercity service established after March 31, 1998;</p> <p>seasonal intercity service is discontinued within 120 days or less;</p> <p>transactions involve commuter service;</p> <p>where Amtrak receives private funding for a particular train (<i>e.g.</i>, Reno Fun train) and discontinues this service when such funding is eliminated or reduced;</p> <p>where Amtrak provides special passenger trains pursuant to federal contract (<i>e.g.</i>, transport of military troops) and discontinues the trains when the contract is cancelled; or</p> <p>when federally-mandated service is discontinued as a result of the withdrawal of federal funds.</p>

## Length of Protective Period / Amount of Separation Allowance

<b>Years of Service</b>	<b>Full LPP</b>	<b>Reduced LPP</b>	<b>Sep. Allowance</b>
less than 1	None	None	None
1			3 months
less than 2			6 months
2	6 months	2 months	6 months
3			9 months
3+	12 months	4 months	12 months
4+			
5+	18 months	6 months	12 months
6+			
7+			
8+			
9+			
10+	24 months	8 months	
11+			
12+			
13+			
14+			
15+	36 months	12 months	
16+			
17+			
18+			
19+			
20+	48 months	16 months	
21+			
22+			
23+			
24+			
25+	60 months	20 months	

## Other Noteworthy Issues

Issue	Information
130-mile rule	C-2 requires you to exercise “normal” seniority in order to collect a displacement allowance. Special LPP agreements usually require written notice by Amtrak stating that service conditions warrant making you change crew bases before you can be forced to do so.
Exhausting national seniority	C-2 requires you to exhaust all available seniority before qualifying for a dismissal allowance. Special LPP agreements usually state that Amtrak cannot force you to change work zones without first meeting and discussing the matter with the General Chairman.
Is prior freight seniority included in “years of service” under WJPA §7(b)?	Amtrak refuses to honor the prior freight service of Passenger Engineers who followed their work to Amtrak from a freight railroad in an assumption of service. This dispute is going to arbitration.
Illness and LPP	Amtrak claims that being marked off sick when a discontinuance begins disqualifies you from LPP; this is going to arbitration.
Removal from service and LPP	Amtrak claims that being out of service when a discontinuance begins disqualifies you from LPP; this is going to arbitration.
Bumping into area after discontinuance notice has been posted	Amtrak claims that bumping into an area that will be affected by a discontinuance after the notice has been posted disqualifies you from LPP; this is going to arbitration.
Were Garrett Passenger Engineers properly forced to Toledo?	BLET says Amtrak has failed to satisfy its burden of proof that service conditions warranted forcing Passenger Engineers to Toledo. This dispute is going to arbitration.
May a Passenger Engineer forced to change crew bases once under a LPP agreement be required to change crew bases a second time?	Amtrak says that Rule 7 ( <i>i.e.</i> , the “130-mile rule”) applies to someone who is forced to change crew bases under a LPP agreement and later loses the ability to hold a position in that second crew base. BLET says that someone in that position must be returned to his original crew base and placed in a “dismissed employee” status. This dispute is going to arbitration.
What is proper notice?	Amtrak failed to post notice under glass at Garrett 30 days prior to the discontinuance. This dispute is going to arbitration.
Must the carrier provide claim forms?	Amtrak failed to provide claim forms at Garrett on a timely basis. This issue is going to arbitration to force Amtrak to provide such forms in a proper fashion.