

2011 BLET/Amtrak Tentative Agreement Questions & Answers

June 22, 2011

Q1. Does the new bi-weekly pay rule require employees to receive their pay through direct deposit?

A1. Yes. All employees must have an account with a bank, credit union, financial-services institution, or similar institution, to receive their bi-weekly pay through direct deposit.

Q2. Will the employee still receive an itemized statement with their bi-weekly pay?

A2. Yes. All employees will receive an itemized statement showing all pay and deductions for the pay period consistent with the requirements outlined in Rule 36.

Q3. How will pay shortages the equivalent of one day or more be corrected?

A3. The shortage amount will be issued to the employee upon request by direct deposit within two (2) business days of notification.

Q4. When will the monthly Health and Welfare payments be deducted from the employee's pay?

A4. One-half the monthly H&W payment will be deducted from each bi-weekly paycheck.

Q5. When will the employee's union dues be deducted?

A5. The employee's union dues will be deducted monthly from the second bi-weekly paycheck.

Q6. When will the weekly guarantee/work week start and end for purposes of protecting the weekly guarantee/work week for Extra Board Engineers ?

A6. The work week for protecting the weekly guarantee will begin Monday at 12:01 AM and end Sunday at 11:59 PM.

Q7. Will the guarantee be broken if an Extra Board Engineer marks off on Saturday and marks back up Sunday?

A7. The guarantee period will continue to be viewed in 7 day periods. As such, the guarantee in this instance would be broken for that work week only.

Q8. Will the weekly guarantee be broken for both guarantee/work weeks if an Extra Board Engineer marks off Sunday and marks back up on Monday?

A8. Yes, because he/she was not available on Sunday during the first week, and Monday of the second week. Thus, the weekly guarantee for both periods will be effectively broken.

Q9. What will be the effective date for weekly bids?

A9. The effective date for weekly bids will be the following Monday.

Q10. What will be the effective date for an Extra Board Engineer submitting a change of relief day request for the following month?

A10. The newly assigned relief day will commence on the first Monday of the following month.

Q11. What day will employees be paid under the proposed bi-weekly cycle?

A11. Friday will continue in effect.

Q12. Does the proposed change to Rule 3(h) eliminate prior rights for those presently holding such rights?

A12. No.

Q13. Precisely how does the proposed change to Rule 3(h) modify the existing rule in effect today?

A13. Currently, when a prior right Passenger Engineer is unable to hold an assignment at his/her crew base, seniority may be exercised to another zone at the same location or the one nearest thereto prior to exercising seniority in his/her own zone, or being required exercise to another location within the zone. That right is not presently held by Passenger Engineers possessing only national seniority rights. The proposed rule modification will make the process more fair and equitable by simply extending the same right now held only by prior right Passenger Engineers to national-righted Passenger Engineers as well.

Q14. Will the proposed change to Rule 3(h) modify the ability or how seniority is exercised between work zones today?

A14. No. Other than extending the same seniority right advantage to national-righted Passenger Engineers as presently applies to prior-right Passenger Engineers as explained in Q&A 13, all other provisions of the existing rule remain unchanged.

Q15. How will the Incentive Plan identified in Side Letter 1 function as a practical matter?

A15. There have been various "incentive" plans on the Amtrak property for years. Some have worked well and paid bonuses to our Members, others have not. Side Letter 1 simply expresses Amtrak's intent to develop certain measures and performance metrics (i.e., on-time performance, fuel consumption, ridership per mile, etc.) which will serve as an eligibility basis for the plan. Once those details are fully developed and an implementation date is determined, the plan will be explained in more specific detail.

That said, it should be noted that similar plans in the past have only provided additional benefits to our Members that would not normally accrue under the CBA terms. The GCA is certain the same will apply here, and Members should only anticipate a potential benefit arising from the implementation of the proposed "plan."

Q16. What is the purpose for Side Letter 3?

A16. As explained in the TA ratification letter, the GCA firmly believes it would be impossible to achieve certain other CBA improvements important to the BLET Membership within this bargaining round given the inescapable pattern of settlements by other rail unions. Side Letter 3 provides a forum for continuing discussions on those important issues for possible resolution outside the existing constraints of the patterns previously discussed. So, rather than unduly delaying implementation of new GWI's because of pursuing issues that would not be won in

bargaining, those still important and very relevant matters have been placed in committee for further handling between the parties.

Q17. Has the Labor/Management Committee process defined by Side Letter 3 ever worked to our advantage before?

A17. Yes. For example, in the national handling of collective bargaining matters, the BLET National Division has had considerable success with remanding some of the more contentious issues on the bargaining table to similar committees rather than belaboring the acceptance of the larger CBA where there is no dispute. On Amtrak property, the GCA has been successful in negotiating the CARE Program, the Close Call Reporting Program the establishing of an independent work zone for CS-2, the significant improvement in the Instructor Engineer Training rate, the improvements to Appendix K and T over the past two years, and most recently the increases in the meal allowance rates. All have been accomplished through various Labor/Management committees falling outside of the typical scope of the CBA negotiation process involving other Unions.

Q18. Can the “Me Too” provision in Side Letter 4 potentially harm BLET Members if other Unions reach and ratify agreements containing benefits reductions or work rule concessions?

A18. No. Side Letter 4 only provides for, “...*more favorable* general wages increases or benefits to be incorporated into the BLET Agreement.

Q19. Will a Passenger Engineer who retired August 15, 2010 be entitled to the retroactive wage recovery found in the TA?

A19. Yes. The provisions of Side Letter 5 would apply and provide for such payment.

Q20. Considering there is a proposed retroactive wage recovery provision in the TA, will a retroactive recovery of H&W co-payments be required as found appropriate by PEB 242 in 2008?

A20. No. The proposed TA provides for the next increase in H&W co-payments to be applied July 1, 2011. Thus, provided ratification occurs by June 30th, a retroactive recovery of H&W co-pays will be unnecessary. Thereby, simplifying the process for calculating retroactive pay and standing as the underlying reason for the June 30th ratification deadline.

Q21. Does Side Letter 3 of the TA allow Amtrak to impose unilateral changes to the collective bargaining agreement at will?

A21. No. Side Letter 3 simply establishes a structured committee forum for discussions between the GCA and Amtrak. It does not afford Amtrak any opportunity whatsoever to make any change(s) to the CBA.

Q22. Relative to Side Letter 3, if after discussion the GCA and Amtrak agreed upon a proposed change to the CBA, could that change be implemented?

A22. No.

Q23. Again, relative to Side Letter 3, what would the process be for implementing any proposed change to the CBA agreed upon by the GCA and Amtrak?

A23. Proposed changes to the CBA cannot be implemented by Amtrak or the GCA. In the event an understanding was reached between the parties that could possibly result in a change or modification to the CBA, then pursuant to BLET Bylaws, Section 41(a), General Committee Rules, that proposed change would have to be placed before the Membership, and would require ratification by the BLET rank and file before any proposed change could be implemented.

Q24. Under what authority is the proposed TA before the BLET Membership for consideration and possible ratification?

A24. As explained in the May 31, 2011 letter included in the ratification package distributed to all Members, it properly sits before the Amtrak BLET Membership pursuant to BLET Bylaws, Section 41(a), General Committee Rules.