

*"An Injury To One Is An Injury To All"*

## **Pennsylvania Federation**

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Office of the General Chairman  
Jed Dodd

November 9, 2010

To: All Amtrak Committees

Re: Fence Agreement with Amtrak

Dear Brothers and Sisters:

Attached for your information is an agreement the Union has made with Amtrak regarding fence installation on the Northeast Corridor. Amtrak has been pressuring us to contract out fencing work. In some cases they have claimed an emergency. We have argued that all of the work belongs to the BMWED. With respect to the emergency argument our position is that if it wasn't an emergency for the last 150 years it isn't an emergency now.

Amtrak has argued that everyone is working, and they need to get this work done now. They argue that they are under a Federal mandate to accomplish this work in a tight time frame, they don't have enough people to accomplish this and they have been steadily hiring in all departments. We believe that the contract reserves the work for us and we think that these arguments are mostly nonsense. However, under our agreement when we have a dispute of this nature we can go to arbitration for an answer or make an agreement. While we are confident in our case before the arbitrator, it is possible to lose good cases. It will also take time to get a decision and Amtrak is moving to contract the work now. With the work being contracted now, the remedy would be to collect claim money.

We believe that the attached agreement is a good one for us and better than the risk of arbitration. While the agreement will speak for itself, in brief, it provides for the following:

1. Amtrak may use a contractor for new fencing to install fence posts, gates and where necessary guard rails. BMWED will do all of the other fence

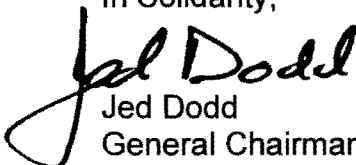
related work and provide the protection for the contractor. When BMWED is not working with the contractor, we will have an inspector or a B&B Foreman on the job. All future fence maintenance will be performed by the BMWED.

2. While any fence contractor is on the property there can be no furloughs in any department on the Northeast Corridor.
2. Effective January 1, 2011 the per diem will increase to \$40.00 per day. In the future, the per diem will be tied to a cost of living clause and will increase with the cost of living each January thereafter.

There are other details in the actual agreement but in general terms this is the deal. In terms of money we believe the increase in per diem is worth more than the claims we would have obtained through the arbitration process and it continues into the future. Having the per diem go up with the cost of living is very good. In the past, when contracts are settled there is no back pay on the per diem increase and this agreement corrects that problem. Also, the increases in the per diem at the contract table are never free and we no longer have to trade things to obtain future increases.

We also think this agreement will actually generate more work as we do our half of the new fence installation and more fence is created that will need future maintenance. The no furlough clause will be helpful when the stimulus money runs out in February 2011 because politicians are always pressuring Amtrak to install fencing on the NEC. While times are relatively good right now this has not always been the case in the past and we would be foolish to think it will always be the case in the future.

This agreement is a good agreement for us and is the product of the hard work of the officers of the Union who represent Amtrak members who kept at it until we were able to complete it. I would like to thank each of them for their contribution to make this agreement possible.

In Solidarity,  
  
Jed Dodd  
General Chairman

cc Pennsylvania Federation Joint Protective Board