

united transportation union

A.L. Suozzo
General Chairperson

GENERAL COMMITTEE OF ADJUSTMENT GO-769

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
MASSACHUSETTS BAY COMMUTER RAILROAD (MBCR)
HERZOG TRANSIT SERVICES, INC.

CONRAIL SAA
CONNEX, LLC

September 18, 2007

All Amtrak Local Chairpersons,
Vice Local Chairpersons,
Officers & Members
United Transportation Union
General Committee of Adjustment, GO-769



R. M. Lenfest, Jr.
Vice Chairperson

G. R. Galvin
Secretary

Re: Contracting-Out Work

Dear Brothers & Sisters:

This has reference to the contracting-out rule in the Engineers Tentative Agreement with Amtrak which failed to be ratified.

There are those that claim that the Amtrak Reform and Accountability Act of 1997 mandates that all the Amtrak unions must agree to allow for the contracting-out of work. This being a matter of an interpretation of federal law, the undersigned requested a legal opinion from UTU General Counsel Clint Miller, which he provided by letter dated September 18, 2007, copy enclosed.

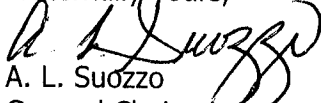
As you will note, no union on Amtrak is required to allow Amtrak to contract-out their work. Moreover, to agree to do so would be to allow Amtrak to destroy the job security an agreement is suppose to provide.

Please feel free to share the enclosed legal opinion with the Engineer(s) you work with for their sake as well as our own. Should Amtrak be able to make an agreement with the Engineers that allows for the contracting-out of their work, you can bet the ranch that Amtrak will claim it is a pattern that all the unions must follow and they will try to force it down our throats if it takes a Presidential Emergency Board and an act of Congress to do so.

Let's not let it get that far.

As always, I remain,

Fraternally yours,


A. L. Suozzo
General Chairperson

Enclosure

cc: Paul C. Thompson, UTU International President
Rick Marceau, UTU Assistant President
James M. Brunkenhoefer, U.S. National Legislative Director
Clint Miller, Esquire
David L. Hakey, UTU Vice President
Tony Iannone, UTU Vice President
Wm. A. Beebe, UTU General Chairman

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LEGAL DEPARTMENT

CLINTON J. MILLER, III • KEVIN C. BRODAR • ROBERT L. McCARTY • DANIEL R. ELLIOTT, III
General Counsel Associate General Counsel Associate General Counsel Associate General Counsel

FAX

September 18, 2007

A. L. Suozzo, General Chairperson
1515 Market St., Ste. 708
Philadelphia, PA 19102
FAX (215) 665-8196

Re: Obligation of unions to agree with Amtrak proposals
to contract out work

Dear Mr. Suozzo:

You have asked for my opinion, so that you may be informed during the current negotiations with Amtrak, as to whether UTU is obligated to agree with Amtrak to contract out the work of Conductors and Assistant Conductors under the Amtrak Reform and Accountability Act of 1997, Pub. L. No. 105-134, 111 Stat. 2570, *et seq.* (12/2/97). The short answer is no, and here's why.

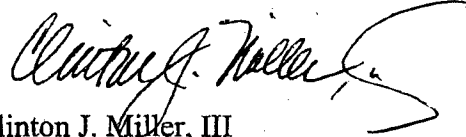
Section 121 of that Act (111 Stat. 2574-75) covers contracting out, and in subsection (c) provides, in pertinent part:

- (c) CONTRACTING-OUT ISSUES TO BE INCLUDED IN NEGOTIATIONS.— Proposals on the subject matter of contracting out work ..., which results in the layoff of an Amtrak employee—
 - (1) shall be included in negotiations under Section 6 of the Railway Labor Act (45 U.S.C. § 156) between Amtrak and an organization representing Amtrak employees, which shall be commenced by—
 - (A) the date on which labor agreements under negotiation on the date of enactment of this Act may be reopened; or
 - (B) November 1, 1999,
- whichever is earlier....

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The law requires Amtrak to include contracting-out in its Section 6 notice(s), which must be handled in good faith, but it does not require any organization to agree to such a provision.

Very truly yours,



Clinton J. Miller, III
General Counsel

cc: P. C. Thompson, International President
R. L. Marceau, Assistant President
D. L. Hakey, Vice President-Administration
C. A. Iannone, Vice President (e-mail)