

Passenger Rail Labor Bargaining Coalition

W. Dan Pickett Chairman

American Train
Dispatchers Association

F.L. McCann President

Brotherhood of Maintenance of Way Employes/IBT Freddie N. Simpson President

Brotherhood of Railroad Signalmen W. Dan Pickett President

International Conference of Firemen and Oilers, SEIU George J. Francisco, Jr. President

September 12, 2007

Mr. Joseph C. Bress Vice President – Labor Relations National Railroad Passenger Corporation 30th Street Station, Second Floor Philadelphia, PA 19104

Dear Mr. Bress:

To date, four organizations representing employees of the National Railroad Passenger Corporation have become signatory to the Passenger National Bargaining Coalition Agreement. That agreement designates the Passenger Rail Labor Bargaining Coalition (PRLBC) as the representative of the four organizations identified in Attachment A for the current round of bargaining with Amtrak. This will advise that the four organizations participating in the PRLBC intend to bargain on a coordinated basis with respect to the rates of pay, rules and working conditions of the employees they represent. You will be advised whenever other organizations authorize the PRLBC to represent them in this bargaining.

Attachment B sets forth in outline form proposed terms for the resolution of common issues described in outstanding Section 6 Notices earlier exchanged by the parties. It is intended to supersede Section 6 Notices served, and all proposals made, by the parties relating to other common or craft-specific issues that have not yet been resolved. \(^{1}\)/ Tentative agreements between the Carrier and any PRLBC-represented organization are not affected by this offer. We are optimistic that concentration on major issues will serve the mutual interest of carrier and employee in achieving a prompt, orderly resolution of these long-standing disputes.

¹ Note that the ATDA intends to progress its proposal for pay parity/equity with respect to the classifications of Assistant Chief Train Dispatcher, Load Dispatcher and Power Director. Although the number of Dispatchers involved is small, the pay inequities in and between these classifications are sufficiently severe to warrant immediate attention.

Mr. Joseph C. Bress September 12, 2007 Page 2

The PRLBC-represented organizations have designated Roland P. Wilder, Jr., Esq., Baptiste & Wilder, P.C., 1150 Connecticut Ave., N.W., Suite 500, Washington, D.C. 20036 (202) 223-0723, to serve as their spokesperson. Your cooperation in scheduling negotiating sessions with us is appreciated.

Very truly yours,

American Train Dispatchers Association

PMC Com

Brotherhood of Maintenance of Way Employes, a division of the Teamsters Rail Conference, International Brotherhood of Teamsters

Brotherhood of Railroad Signalmen

National Conference of Firemen &

Oilers, SEIU

cc: H. Hoglander L. Gibbons

ATTACHMENT A

American Train Dispatchers Association

Brotherhood of Maintenance of Way Employes, a division of the Teamsters Rail Conference, International Brotherhood of Teamsters

Brotherhood of Railroad Signalmen

National Conference of Firemen & Oilers, SEIU

ATTACHMENT B

Proposal by PRLBC to Resolve Current Contract Dispute on Amtrak

September 17, 2007

1. Current Cost-of-Living-Adjustments - 2000 to 2007

Effective September 30, 2007 the cumulative wage increases paid under the Harris COLA clause between January 1, 2000 and October 1, 2007 are eliminated - i.e. current hourly wage rates are reduced by \$1.71.

2. General Wage Increases

Effective October 1, 2007	24.5%
Effective July 1, 2008	4.0%
Effective July 1, 2009	4.5%

3. Future Cost-of-Living-Adjustments - Post Amendable Date

The existing Harris COLA provisions shall be continued with the first adjustment effective July 1, 2010.

4. Retroactivity

Within 30 days of signing the Agreement(s) each eligible employee shall receive a lump-sum retroactive wage payment of \$13,500. All employees with Amtrak service during any month between January 2000 and September 2007 shall be eligible. Eligible employees with less than one day of service during some but not all 93 months of the retroactive period shall receive a pro-rata share of \$13,500 based upon service months with at least one day of service.

5. Health and Welfare Cost Sharing

Effective January 1, 2010, all covered employees will contribute the same monthly dollar amount as required under the agreement(s) between the RLBC and the NCCC.

6. Health and Welfare Plan Design Changes

- A. Effective the month following the date of signing of this Agreement(s) the AMPLAN will incorporate the same design features (deductibles, co-payments, prescription co-payments), access to managed care, and eligibility requirements that exist under the comparable plan negotiated between the NCCC and the RLBC.
- B. Effective the month following the date of signing of this Agreement(s) all existing medical and ancillary benefits, including dental, vision, life insurance and AD&D insurance, shall apply uniformly to all organizations represented by the PRLBC.
- C. Effective the month following the date of signing of this Agreement(s) the off-track vehicle accidence insurance plan shall apply uniformly to all organizations represented by the PRLBC.
- D. Effective the month following the date of signing of this Agreement(s) establish Supplemental Sickness benefit levels equal to those in the respective agreement(s) between NCCC and RLBC. Raise the 20 day notification requirement under the Supplemental Sickness program to 60 days consistent with the agreement(s) between the NCCC and the RLBC. (This proposal does not apply to the ATDA).

7. Meals, Lodging and Travel Expense

Effective on the date of signing of this Agreement(s) the meals, lodging and travel expense payments under existing Agreements shall be increased by 20%, consistent with the agreement(s) between the NCCC and BMWE.

8. Moratorium

The Agreement(s) shall remain in effect through December 31, 2009 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. No party to the Agreement(s) shall serve, prior to November 1, 2009 (not to become effective before January 1, 2010), any notice or proposal for change or modification of the Agreement(s).