

PASSENGER RAIL LABOR BARGAINING COALITION AGREEMENT

By the signatures of their authorized representatives below, the following organizations representing employees of National Passenger Railroad Corporation and Subsidiaries (“AMTRAK”), the nation’s principal passenger rail carrier, hereby form the “Passenger Rail Labor Bargaining Coalition” (hereby “Coalition”) and agree to be bound by the rules, regulations, principles and commitments set forth below:

Brotherhood of Maintenance of Way Employes, a Division of the Rail Conference,
International Brotherhood of Teamsters
Brotherhood of Railroad Signalmen
International Brotherhood of Boilermakers, Blacksmiths, Iron Ship Builders, Forgers and
Helpers
National Conference of Firemen & Oilers – SEIU
Sheet Metal Workers International Association

This Coalition shall be open to such other rail labor organizations as may be acceptable to all of the founding affiliates and which agree to adopt the rules, regulations, principles, and commitments of this Agreement by so stating in an addendum to this Agreement properly executed by the authorized representative(s) of such organization(s).

I. PRINCIPLES UNDERLYING THE FORMATION OF THE COALITION

This Coalition has been created in recognition of these principles:

- Prior to the PEB 242 round of bargaining, the organizations bargained for agreements with Amtrak on an individual organization basis, without coordination amongst the organizations; this has resulted in the frustration of bargaining goals, extended negotiations, and overlong mediation efforts to the detriment of employees in all crafts. This fractured approach also has failed to give proper weight and respect to the unique nature of work on a high-speed national intercity railroad passenger operation.
- Given the success obtained by the cooperating organizations in the PEB 242 round of bargaining, it has become very evident that settlements of Amtrak wage and rules bargaining disputes will be reached more expeditiously and successfully if the organizations coordinate their bargaining efforts.
- Coordinated handling of Amtrak issues can best be accomplished by the creation of a formal entity to which participating organizations grant their powers of attorney and pledge their cooperation and, where necessary, financial commitment.

II. THE COALITION'S ORGANIZATIONAL STRUCTURE

In conducting its affairs, the Coalition shall honor these basic regulations and procedures:

1. MEMBERSHIP RIGHTS. Every affiliated organization shall be entitled to a full voice and vote in all matters brought before the Coalition. The Coalition shall meet on a regular basis to discuss matters of concern to the affiliates. Affiliated organizations that fail to satisfy their obligations under this Agreement shall be subject to expulsion from the Coalition by a two-thirds vote of the affiliates voting on a one-vote-per-organization basis.
2. VOTING PROCEDURES. Except as otherwise provided herein, all actions of the Coalition, including decisions to expend Coalition funds, must be approved by a majority of the Coalition's affiliated organizations on both a one-vote-per-organization and an overall membership basis. For purposes of counting membership strength in overall membership voting determinations, each organization shall be deemed to have the number of employees as reported for JMAC purposes, as of the date of this Agreement and shall cast such membership vote as a bloc.
3. FINANCIAL SUPPORT. Coalition expenditures shall be paid for directly by each affiliated organization based on the organization's percentage of all members covered by the agreements for which the Coalition is bargaining. Expulsion or withdrawal from the Coalition shall not excuse an organization from paying its share of any such expenditures incurred prior to the expulsion or withdrawal, absent express written consent from each of the remaining affiliates.
4. PROFESSIONAL ASSISTANCE. The Coalition may engage the services of legal counsel, economists, and such other professional advisors/consultants as it may deem necessary to assist the Coalition in achieving its stated goals. The decision to engage any such assistance, the persons or entities to be engaged, and the terms of the engagement shall be subject to a vote conducted pursuant to Paragraph 2 above.
5. POWER OF ATTORNEY. By becoming an affiliate of the Coalition through execution of this Agreement, each organization acknowledges that it has granted to the Coalition a power of attorney to act on the organization's behalf in collective bargaining over Section 6 notices earlier served by the signatory organizations and AMTRAK, as well as over all subsequent notices or proposals made in bargaining. This power of attorney is not revocable for the duration of a bargaining round, as set forth in Paragraph III-3, without the express written consent of every other affiliate of the Coalition. An affiliate may limit its power of attorney to certain issues (i.e. health and welfare) with the consent of the other affiliates. No affiliate shall conclude a separate agreement resolving common issues contained in Section 6 notices or proposals served or made by the Coalition and/or its affiliates in bargaining with AMTRAK without the express written consent of every other affiliate of the Coalition.

III. THE COALITION'S BARGAINING PROTOCOL

The following principles shall guide the Coalition's bargaining-related activities:

1. PARTICIPATION IN BARGAINING. Every affiliate shall be entitled and obligated to participate directly on the Coalition's bargaining team and to attend all bargaining sessions between the Coalition and the representative of the earners.

2. SELECTION OF SPOKESPERSONS. The Coalition will designate chief bargaining spokespersons for particular issues identified in the processes described in Paragraph II-5 above. The designation of such spokespersons shall be done in accordance with the voting procedures in Paragraph II-2. A spokesperson will be responsible for the general direction of bargaining on the particular issue for which he/she was designated until such time as he/she is replaced by a vote conducted under Paragraph II-2.

3. RATIFICATION OF AGREEMENTS.

No tentative agreement negotiated by the Coalition shall be submitted to the respective memberships of the Coalition's affiliates for ratification until the decision to initiate the ratification process is approved by a two-thirds majority of the Coalition's affiliated organizations on both a one-vote-per-organization basis and an overall membership basis, membership being determined in the same manner as in Paragraph II-2 above. When submission of a tentative agreement for ratification has been so approved, every affiliate shall place the tentative agreement before its affected membership for approval or rejection in accordance with its own internal procedures. An affiliate's obligations under this Agreement terminate when the affiliate ratifies the agreement proffered under this Paragraph.

4. WITHDRAWAL FROM COALITION BARGAINING.

Once becoming affiliated with the Coalition by execution of this Agreement, or any addendum to it, organizations shall not withdraw from the Coalition without the express written consent of every other affiliate of the Coalition, until the affiliate's obligations terminate pursuant to Paragraph III-3.

5. EMERGENCY BOARDS, ARBITRATION PROCEEDINGS, ETC.

The Coalition shall represent its affiliates in all proceedings before Presidential Emergency Boards, arbitration panels, or other forums where disposition of common issues in Section 6 notices or proposals is placed at issue.

6. ON-PROPERTY BARGAINING.

This Agreement does not affect the rights of affiliates to serve Section 6 notices upon the carrier for local issues.

Signed this 15 day of March, 2010 in Washington, D.C.



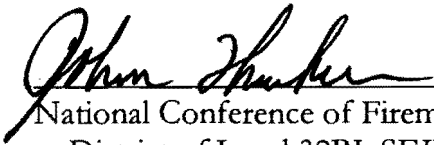
Brotherhood of Maintenance of Way Employees, a Division
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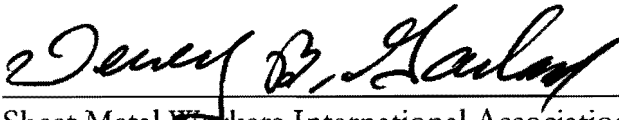
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National Conference of Firemen & Oilers,
District of Local 32BJ, SEIU



Sheet Metal Workers International Association