



PASSENGER RAIL LABOR BARGAINING COALITION

April 7, 2010



VIA HAND DELIVERY

Mr. Charles Woodcock
Acting Vice President Labor Relations
National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002



Dear Mr. Woodcock:

To date, five organizations representing employees of the National Railroad Passenger Corporation (AMTRAK) have become signatory to the Passenger Rail Labor Bargaining Coalition Agreement. That agreement designates the Passenger Rail Labor Bargaining Coalition (PRLBC) as the representative of the five organizations identified in Attachment A for the 2009 wages, rules and benefits round of collective bargaining. The organizations participating in the PRLBC intend to bargain on a coordinated systemwide basis with respect to employees they represent on AMTRAK in this bargaining round. This letter is being addressed to you as the ranking labor relations officer authorized to represent the carrier. You will be advised whenever other organizations authorize the PRLBC to represent them in this bargaining round.



Attachment B is the common § 6 Notice that has been adopted by the organizations signatory to the Passenger Rail Labor Bargaining Coalition Agreement consistent with the authorizations described in Attachment A. Each organization reserves the right to serve separate § 6 Notices of craft-specific changes pertaining to local issues. Otherwise, the PRLBC's authority with respect to each organization identified in Attachment A extends to all rates of pay, rules and working conditions noticed for change by any party. While this notice is being processed, we reserve the right to modify it as necessary to respond to changes sought by the Carrier, or otherwise facilitate coordinated bargaining.



Attachment C consists of improvements sought by the Coalition organizations in the Amplan Health, Dental and Vision

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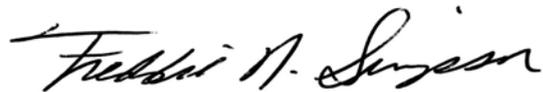
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Plans of the type described in their § 6 Notices earlier served on Amtrak. In view of recent developments in healthcare, however, the organizations believe that additional consideration of potential changes to the Amtrak Plans is warranted. Specific proposals for benefit improvements will be provided during bargaining. The notice seeks specific, much-needed benefit improvements in the Supplemental Sickness Benefit Plan. Also, we seek to bring employee healthcare cost-sharing provisions into line with those of the RLA-covered passenger rail industry.

Attachment D describes craft-specific changes sought by the PRLBC-represented organizations. Although we have striven for and achieved a high degree of uniformity in the changes sought by the organizations, it was inevitable that some changes in rules or working conditions would be desired by fewer than all organizations. For clarity, we have set forth separately the craft-specific changes sought by each organization.

The PRLBC-represented organizations have designated Roland P. Wilder, Jr., Esq., Baptiste & Wilder, P.C., 1150 Connecticut Avenue, N.W., Suite 500, Washington, D.C. 20036 (202) 223-0723, to serve as their spokesperson in this round of bargaining. Please contact him to schedule a date and time for meeting. For convenience and expedition, we propose that initial conferences be waived on our notice and any notices served by the carrier on PRLBC-represented organizations.

Very truly yours,



Brotherhood of Maintenance of Way Employees



Brotherhood of Railroad Signalmen



International Brotherhood of Boilermakers, Blacksmiths,
Iron Ship Builders, Forgers and Helpers

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A handwritten signature in black ink, reading "George J. Brennan Jr." in a cursive style.

National Conference of Firemen and Oilers,
District of Local 32BJ, SEIU

A handwritten signature in black ink, reading "Jerry B. Garland" in a cursive style.

Sheet Metal Workers International Association

Passenger Rail Labor Bargaining Coalition Section 6 Notice

ATTACHMENT “A”

Organizations Represented by Rail Labor Bargaining Coalition:

Brotherhood of Maintenance of Way Employes Division — IBT

Brotherhood of Railroad Signalmen

International Brotherhood of Boilermakers, Blacksmiths, Iron Ship Builders, Forgers, and
Helpers

National Conference of Firemen & Oilers, District of Local 32BJ — SEIU

Sheet Metal Workers' International Association

ATTACHMENT “B”

1. Wages:

- a. Adjust all wages on January 1, 2010 to achieve parity with corresponding crafts in the passenger rail industry.
- b. General Wage Increases
 - (1) 7% general wage increase effective January 1, 2010, and each January 1 thereafter;
 - (2) Incorporated into all basic rates of pay for all purposes and all elements.
- c. Skill/incentive/equity/shift differentials
 - (1) Agreed-upon classifications;
 - (2) Weekend/shift differential of 25% applicable to all classes of service.
- d. Eliminate all service entry rates and two-tier pay systems.
- e. Commercial Driver’s License (CDL) supplement: Add \$1.00 per hour to basic rate of pay for all positions for which the employee’s possession of a CDL is required.
- f. Wage Responsibility Adjustment

A wage increase effective January 1, 2010, in an amount to be negotiated for maintenance employees and those employees directly responsible for or signatory to FRA-required safety-critical repairs, tests, and inspections.
- g. Differentials

Increase all differentials/allowances on January 1, 2010 and provide for continuous cost of living increases on January 1 of each succeeding year continuing into the status quo period beyond the moratorium.

2. Cost-of-Living Adjustments:

- a. Full Cost-of-Living Adjustments (COLA) w/o caps or limitations continuing into the status quo period beyond the moratorium, incorporated into basic pay rates.
 - (1) One cent for each 0.1 full point change;
 - (2) Three-month adjustment periods.

3. Retirement Accounts:

- a. Establish 401(k) Plan

- (1) Annual carrier contribution;
- (2) Full match up to 6%.

4. Holidays:

- a. Add Martin Luther King, Jr. Day and day after Thanksgiving
- b. Holiday pay compensation for employees who are working a compressed workweek schedule shall be paid at the employee’s daily rate but not less than eight (8) hours per day.
- c. Allow bank days to be used for bridging holidays.

5. Vacations:

- a. Amend National Agreement to afford additional paid vacation as follows:

Years of Service	Vacation
1 through 4	2 weeks
5 through 7	3 weeks
8 through 14	4 weeks
15 through 19	5 weeks
20 or more	6 weeks

- b. Change the vacation qualifying rules to enable employees not qualifying for full vacation benefits to have prorated vacation benefits based upon the percentage of vacation qualifying days worked in the previous year.
- c. Enable employees to take up to ten (10) days of paid vacation in single day increments.

6. Bereavement Leave:

- a. Add the following relatives on whose death bereavement leave shall be granted:
 - (1) grandchildren,
 - (2) grandparents,
 - (3) stepchildren,
 - (4) stepparents,
 - (5) spouse’s stepparents.
- b. Allow five (5) workdays’ bereavement leave to be taken either consecutively or in single day increments at any time up to six (6) months following the death of the

family member.

7. Personal Leave Days:

- a. Increase number of personal leave days due each employee in the calendar year.
- b. Longevity Scale.
- c. Unused personal leave paid or carried over at employee's option.

8. Sick Leave:

- a. Effective January 1, 2010, and each January 1 thereafter, each employee with one year of service will receive a sick leave benefit consisting of twelve (12) sick days each calendar year to supplement sickness benefits available under the RUIA.
- b. Employees may accumulate paid sick leave days.

9. Off-Track Vehicle Insurance:

- a. Improve existing allowances for employee injuries suffered in a vehicular covered condition by increasing monetary amounts to \$1 million for each loss now carrying a \$300,000 benefit, and \$500,000 for losses now carrying a \$150,000 benefit.
- b. Increase aggregate limit of payments for any one accident to \$20 million.
- c. Obtain accident insurance with benefits comparable to the foregoing allowances to cover employees injured or killed in an accident while riding in a Carrier-contracted van service regardless of negligence by the van operator.
- d. Injured employees entitled to disability payments.

10. Information Requests:

- a. Upon request, the Carrier shall provide the Organization with information reasonably necessary to administer and negotiate the collective bargaining agreement.
- b. Each month, furnish the current work force account to the General Chairman or other designated representative having jurisdiction over craft employees assigned to the territory, location or unit covered by the account.

11. Absences:

Absences for illness or injury that are medically verified shall not count as unexcused absences subject to discipline or penalty.

Savings Clause:

The above Notices or any of them, or any part of them shall not apply on any property where they are already in effect, or where more beneficial provisions are already in effect. Any request for changes herein is not an admission, expressed and/or implied, directly and/or indirectly, that those changes requested are not already contained within the terms and conditions in any existing collective bargaining agreement.

ATTACHMENT “C” – Health & Welfare

1. Specific proposals will be made by the PRLBC during bargaining to achieve benefit changes sought in the plan Medical, Dental or Vision Plans.
2. Bring Health and Welfare cost sharing and co-pays into line with those paid in the passenger rail industry subject to the Railway Labor Act.
3. Amend the provisions of the Supplemental Sickness Benefit Plan, to provide the following benefit improvements, effective January 1, 2010:
 - a. Establish combined benefit limits payable under the Plan at 90% of the employee’s regular daily rate, including payments from the Railroad Retirement Board, if eligible
 - b. Remove requirement that employee must be eligible for Railroad Retirement sickness benefits in order to qualify for supplemental benefits.
 - c. Amend the Plan to change the maximum duration for the payment of benefits to 18 months from 12 months.
 - d. Enable eligibility for supplemental benefits after three months of service, regardless of eligibility for Railroad Retirement sickness benefits.
 - e. Amend Plan to provide that the medical proof of disability supplied to Railroad Retirement and Railroad Retirement approval of such disability will be acceptable to the Plan in determining medical proof of disability.
 - f. Amend Plan to provide for payment of benefits for claims where notification is more than sixty (60) days after date of disability. In such cases, in addition to what is already provided in the Plan, the Plan will pay benefits beginning on the date of notification.

ATTACHMENT “D”— Craft Specific Issues

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ATTACHMENT “D”— Craft Specific Issues

Brotherhood of Maintenance of Way Employes Division/IBT

1. Per Diem:

Increase the existing per diem of \$35.40 to \$40.00 on January 1, 2010 and \$50.00 on January 1, 2011 and provide for continuous cost-of-living increases on January 1 of each succeeding year continuing into the *status quo* period beyond the expiration of the moratorium.

2. Single Occupancy:

Provide single occupancy lodging to all employees required to be away from home while in the service of the carrier.

3. Travel Allowance:

- a. Provide mileage reimbursement and pay at the applicable straight time or overtime rates for all time or overtime rates for all time expended traveling between home and away from home lodging locations or work locations and from one work point to another.
- b. For employees who cannot drive home due to distance, carrier provides round trip airfare and pays employee at the applicable straight time or overtime rates for all time expended traveling between home and away from home lodging locations or work locations and from one work point to another.

4. Claim and Grievance Handling:

Establish that the 60-day time limit to file a claim starts when the facts of the case are discovered by the organization rather than the date of the violation or occurrence.

ATTACHMENT “D” — Craft Specific Issues
Brotherhood of Railroad Signalmen

1. Claim and Grievance Handling:

Establish that the 60-day time limit to file a claim starts when the facts of the case are discovered by the Organization rather than the date of the violation or occurrence.

2. Discipline:

- a. Establish a rule that provides for pre-hearing discovery of evidence to be presented against a charged employee.
- b. Establish a rule to clarify and codify the principle that all findings made by Hearing Officers, including credibility determinations, are subject to arbitral review.

3. Unified Rate of Pay:

Unified rates of pay to be established within all classifications systemwide at ratification – highest pay rate applicable to a position within the carrier’s system shall be paid to all employees performing that work.

ATTACHMENT “D”— Craft Specific Issues

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers

1. Claim and Grievance Handling:

Establish that the 60-day time limit to file a claim starts when the facts of the case are discovered by the Organization rather than the date of the violation or occurrence.

2. Discipline:

- a. Establish a rule that provides for pre-hearing discovery of evidence to be presented against a charged employee.
- b. Establish a rule that requires the carrier to continue to pay employees represented by the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, and Forgers & Helpers who are taken out of service, until discipline is assessed following a fair and impartial hearing.
- c. Establish a rule to clarify and codify the principle that all findings made by Hearing Officers, including credibility determinations, are subject to arbitral review.

3. Rule 61:

Eliminate Rule 61, Employee Utilization, from the Agreement.

4. Bank Time:

Bank time not requested or allowed in a given calendar year will be carried over at the end of the year in eight (8)-hour increments (or ten (10)-hour increments in the case of employees working 4x10 work weeks) and will be treated a vacation time governed by the existing vacation agreement the following year, and the remaining bank time will be paid at the straight time rate. The compensatory bank will then be empty.

ATTACHMENT “D”— Craft Specific Issues

National Conference of Firemen & Oilers, District of Local 32BJ, SEIU

1. Claim and Grievance Handling:

Establish that the 60-day time limit to file a claim starts when the facts of the case are discovered by the Organization rather than the date of the violation or occurrence.

2. Discipline:

- a. Establish a rule that provides for pre-hearing discovery of evidence to be presented against a charged employee.
- b. Establish a rule that requires the carrier to continue to pay employees of the National Conference of Firemen & Oilers, District of 32BJ, SEIU taken out of service until discipline is assessed following a fair and impartial hearing.
- c. Establish a rule to clarify and codify the principle that all findings made by Hearing Officers, including credibility determinations, are subject to arbitral review.

3. Bank Time:

Bank time not requested or allowed in a given calendar year will be carried over at the end of the year in eight (8)-hour increments (or ten (10)-hour increments in the case of employees working 4x10 work weeks) and will be treated as vacation time governed by the existing vacation agreement the following year, and the remaining bank time will be paid at the straight time rate. The compensatory time bank will then be empty.

ATTACHMENT “D”— Craft Specific Issues
Sheet Metal Workers’ International Association

1. Discipline:

- a. Establish a rule that provides for pre-hearing discovery of evidence to be presented against a charged employee.
- b. Establish a rule that requires the carrier to continue to pay employees taken out of service until discipline is assessed following a fair and impartial hearing.
- c. Establish a rule to clarify and codify the principle that all findings made by Hearing Officers, including credibility determinations, are subject to arbitral review.

2. Employee Utilization:

Eliminate Rule 54, Employee Utilization, from the Agreement.

3. Bank Time:

Bank time not requested or allowed in a given calendar year will be carried over at the end of the year in eight (8)-hour increments (or ten (10)-hour increments in the case of employees working 4x10 work weeks) and will be treated as vacation time governed by the existing vacation agreement the following year, and the remaining bank time will be paid at the straight time rate. The compensatory time bank will then be empty.