

An Injury to One Is An Injury to All

Pennsylvania Federation

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Office of the General Chairman
Jed Dodd

October 7, 2014

certified letter number 91 7199 9991 7034 4988 0393
return receipt requested

National Railroad Passenger Corporation
Richard Bernaski, Division Engineer
400 W. 31st Street - Box 12
New York, NY 10001

Dear Mr. Bernaski:

Re: Semi Annual 500 Dollar UTU Payment
Payable to BMWED Under Me Too Provisions of
August 20, 2014 Arbitrated Agreement

Please consider this in accordance with Rule 64 of the agreement in behalf of each BMWED employee because the Carrier has failed and refused to pay the \$500 lump sum bonus payments due under the Agreement - specifically the "Me-Too" provision of the August 20, 2014 Supplemental Award.

The Amtrak-PRLBC (Interest Arbitration) (Supplemental Award) was issued and became effective on August 20, 2014. Among the provisions of said Supplemental Award was a letter entitled "Language Implementing the March 25, 2014 Interest Arbitration Award – 'Me Too' Application," that reads:

"In the event the Carrier reaches agreements with other Organizations (representing other crafts) which contain more favorable general wage increases or benefits during the current round of negotiations, such provisions will be incorporated into this agreement, unless such improvement(s) was made in consideration for modification(s) in other work rules in the agreements between the parties."

During the current round of negotiations, Amtrak reached an agreement with UTU

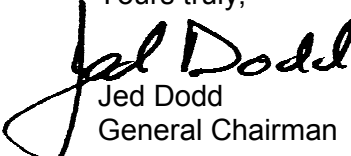
covering the UTU Passenger Conductors & Assistant Passenger Conductors that, under Article III Section 2(c)2, includes the payment of a wage increase of lump sum payments of \$500 for each six months that is not included in the agreements reached with BMWED and BRS. This amounts to a more favorable wage increase or benefit for the Carrier's UTU-represented employees totaling \$1000 per year.

By letter dated August 29, 2014, BMWED and BRS requested the Carrier to provide information required to evaluate the "me too" provision of the side letter entitled, "Language Implementation of the March 25, 2014 Interest Arbitration Award – "Me Too" Application", with respect to the UTU Passenger Conductors & Assistant Passenger Conductors Agreements reached with Amtrak during this round of bargaining. By letter dated September 10, 2014, you told us that 1,746 Passenger Conductors received the annual \$250 bonus payment due under Article III Section 2(c)1 for March of 2014. However, you failed and refused to answer the remaining questions (which involve requests for information that is already in the Carrier's possession) or to provide any information relevant thereto. As a consequence, we must conclude that the requested information, if provided, would have shown that the above-referenced payments are, in actuality, "more favorable general wage increases or benefits" than contained in the arbitrated settlement between Amtrak and PRLBC. Moreover, based on the information you did supply, we conclude that such improvements were not made in consideration for modification(s) in other work rules in the agreement between Amtrak and its UTU Passenger Conductors & Assistant Passenger Conductors.

In view of the foregoing, under the terms of the Me-Too letter, such general wage increase must be incorporated into the Agreements between Amtrak and its employees represented by BMWED and BRS. The Carrier's failure and refusal to pay its BMWED- and BRS-represented employees the \$500 semi-annual payments violates the terms of the Agreement. Consequently, the Carrier must immediately pay each of its employees represented by BMWED or BRS the semi-annual \$500 bonus payment as required under the implementation of the me too letter.

In addition please consider this a continuing claim as per Rule 64(e) for each subsequent six month period that Amtrak fails to pay each employee working under the scope of the BMWED agreement the 500 dollar payment.

Kindly advise me at the above address of your intentions.

Yours truly,

Jed Dodd
General Chairman

cc National Division President Simpson
Pennsylvania Federation Joint Protective Board