

*An Injury to One Is An Injury to All*

## **Pennsylvania Federation**

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Office of the General Chairman  
Jed Dodd

certified letter number 91 7199 9991 7034 4988 0454  
return receipt requested

October 7, 2014

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

Dear Mr. Bernaski:

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 \$250 lump sum bonus payment 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

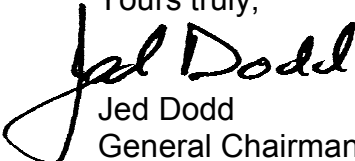
includes the payment of an annual lump sum wage increase of \$250 that is not included in the agreements reached with BMWED and BRS.

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 payment for March of 2014. However, you failed and refused to answer the rest of our questions 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 \$250 annual payment violates the terms of the Agreement. Consequently, the Carrier must immediately pay each of its employees represented by BMWED or BRS the annual \$250 bonus payment.

In addition please consider this a continuing claim as per Rule 64(e) for each subsequent year that Amtrak fails to pay each employee working under the scope of the BMWED agreement the 250 dollar annual 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