



Brotherhood of Locomotive Engineers and Trainmen

A Division of the Rail Conference—International Brotherhood of Teamsters

General Committee of Adjustment
AMTRAK / MBCR / CONNEX

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March 17, 2010

All Active MBCR BLET Members

Dear Brothers and Sisters:

In accordance with the provisions of Section 41(a), General Committee Rules, of the Bylaws of the Brotherhood of Locomotive Engineers and Trainmen, this package contains the required information for conducting the membership ratification vote on the March 15, 2010 Tentative Agreement (TA) between the BLET and MBCR. As such, please find: a copy of the proposed agreement, and a ballot and postage-paid envelope for returning your ballot to the National Division. If ratified, it is our intention to have an April 15th implementation of the new agreement. Therefore, ballots must be *received* by the National Division no later than April 14, 2010 in order to be counted for ratification purposes.

The terms and conditions of the proposed agreement are straightforward and relatively uncomplicated. If ratified, the agreement will contractually set general wage rate schedules, health and welfare (H&W) benefits, and work rules governing Passenger Engineers on the MBCR property. Anticipating that there is always a number of valid questions and concerns expressed by the membership during a collective bargaining agreement ratification, all of which will be responded to prior to casting ballots, please be advised that Division 57 Local Chairman George Newman, President Paul Chaput, and Secretary/Treasurer John Burke, will be personally available on the property and by telephone to answer any questions that may arise. Additionally, we have also arranged for two (2) ratification meetings to explain every detail of the proposed agreement to the general MBCR membership. Those meetings will be held on Sunday, March 28, 2010, at the Local 25 Teamster's Hall, 544 Main Street, Boston, MA (Charlestown). The first meeting will be held between 9:00 A.M. and Noon, and the second will be 2:00 P.M. to 5:00 P.M. All Division 57 members are strongly urged to make an attempt to attend one of those meetings prior to casting their ballot.

Article I, General Wage Increases (GWIs) & Implementation Schedule

Article 1, Wages, provides for a total general wage improvement (GWI) package amounting to a 12.5% increase, compounding to 13.15%, over the hourly rate in effect at the end of the last agreement. Implementation of the new GWI wage rate schedule and associated percentage increases are clearly defined therein. The hourly rate will rise to \$33.99 upon implementation. A table reflecting those changes is shown below for ease of reference.

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Eff. Date	GWI	Rate
07/01/08	Base	\$33.16
01/01/10	2.50%	\$33.99
01/01/11	2.00%	\$34.67
01/01/12	3.00%	\$35.71
01/01/13	2.50%	\$36.60
06/30/13	2.50%	\$37.52

Retroactive and Cost of Living Payments & Eligibility

The first two and one-half percent (2½%) general wage increase provided by the proposed agreement will be retroactive to January 1, 2010, as indicated in Article I. The manner in which cost of living allowance payments (COLA) are applied or excluded within the agreement is addressed in Article I, paragraphs (f) and (g). Eligibility to the wage increases provided by Article I, as well as the other terms and conditions of the proposed agreement is set forth in Side Letter No. 1. Recognizing that formulas for “rolling-in” or “excluding” COLA payments is often confusing, the following explanation is intended to provide an initial response regarding that issue. The 28-cent “Harris COLA” paid during the first half of 2009 will be retained because the TA does not include a GWI for this period. However, when the retroactive pay for the period beginning January 1, 2010, is calculated the gross amount due will be reduced by the total of the 20-cent “Harris COLA” that became payable on the first of the year.

Article II, Health & Welfare (H&W)

Article II, addresses Benefit Plan Design Changes, Employee Cost-Sharing contributions, Benefit Terminations, and Early Retiree Health Care Coverage relative to the health and welfare package provided to MBCR employees. Based upon the opinions expressed by the membership on MBCR property, and the information derived from collective bargaining survey conducted in 2008, the undersigned fully recognized H&W issues as being of key importance to all concerned and tempered our negotiation strategy accordingly.

Given the above, a great deal of time, attention, and due diligence was concentrated on this particular area of negotiations; including, fully exploring the potential of utilizing an Rx Plan employed by some Teamster locals for prescriptions, and carefully considering various options intended to minimize employee cost sharing obligations to the best extent possible. In looking back upon the Carrier’s initial proposals relative to H&W demands; specifically, unprecedented plan design changes, exorbitant cost-sharing payments for active and retired members alike, and significant benefit terminations relative to off-duty injuries, in the end and notwithstanding the fact that any form of cost-sharing is a cultural change found distasteful by all, our negotiations ultimately produced a pre-tax basis cost-sharing scheme that is significantly lower than most railroad properties for the next two years, and one which is fully consistent with either present or projected industry levels in the last two years of the proposed agreement.

Furthermore, members with spouses having insurance coverage at their place of employment may opt-out of the coverage provided by MBCR and will not be subject to plan contributions. The Opt-Out provision included as part of the proposed agreement is fully detailed in Appendix A. Employees electing to opt-out of MBCR coverage for the remainder of 2010 will

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be allowed to do so, provided such intention is made known to MBCR, in writing, no later than a date to be determined and announced shortly.

The incremental employee health and welfare cost-sharing schedule, which includes: medical, dental, vision, prescription, accidental death and dismemberment, and life insurance coverage, is shown immediately below for ease of reference.

Eff. Date	Amount
01/01/2010	\$99.00
01/01/2011	\$150.00
01/01/2012	\$200.00
01/01/2013	\$225.00

General Agreement Provisions

Article III, Bereavement, improves Rule 18 of the current agreement by the addition of “grandparents” and “grandchildren” to the list of family members covered for such leave.

Article IV, Holidays - Modifies Rule 32 to the extent that Veteran’s Day and Good Friday will be replaced by Martin Luther King’s Birthday and the day after Thanksgiving as paid holidays.

Article V, Displacement - Redefines the current agreement relative to the time frame in which displacements must occur; specifically, changing the five-day (5) displacement to a twenty-four (24) hour period.

Article VI, Vacations - Provides for employees transferring to engine service from a non-operating craft to be credited for both their entire length of service and required number of qualifying day for purposes of accruing vacation in engine service.

Article VII, Direct Deposit - Requires employees covered by the agreement to sign-up for direct deposit of their paychecks no later than sixty (60) days following the effective date of the agreement.

Article VIII, Discipline – Provides for a new discipline expunging policy.

Article IX, Certification Pay – Amends Rule 43 of the current agreement in providing an improvement in the certification pay allowance over the life of the contract.

Article X, Instructor Engineer Allowance – Improves the present Engineer Training Agreement to the extent that Instructor Engineer’s will be paid a one-hour (1) allowance, at the applicable hourly rate, for training.

Article X, Moratorium – Self-explanatory

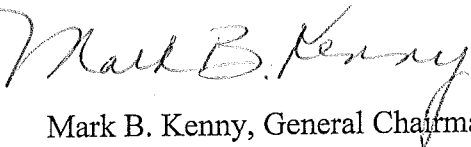
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Side Letters Nos. 1 through 9 – Details and clarifies various understandings between the parties relative to overall agreement implementation and certain agreed-upon work rule modifications.

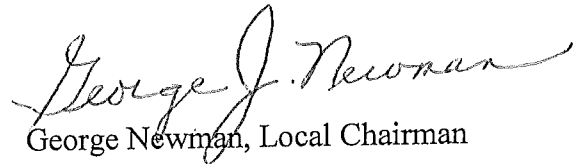
In closing, the undersigned respectfully asks the membership to carefully consider and weigh the terms and conditions of the proposed agreement, and to make certain that all exercise the right to vote. Moreover, in order for everyone to make an informed and educated decision in this regard, we also ask you to reserve your right to cast your ballot until having the opportunity to have all questions and/or concerns answered by a Division officer either on the property or at one of the ratification meetings scheduled for March 28th.

Thank you for your time and attention to this all important issue. With personal regards, we remain

Fraternally yours,



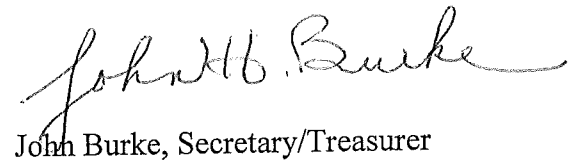
Mark B. Kenny, General Chairman



George Newman, Local Chairman



Paul Chaput, President



John Burke, Secretary/Treasurer

Cc: P. T. Sorrow, National Division President
D. R. Pierce, First Vice President
W. C. Walpert, General Secretary/Treasurer
Executive Committee, Amtrak/MBCR/Connex GCA