



United Passenger Rail Federation
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION
International Brotherhood of Teamsters

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National Passengers Corporation
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Aaron:

On April 28th, 2025, Amtrak issued a "Special Employee Advisory" which announced Amtrak's establishment of a Voluntary Separation Incentive Plan ("VSIP")

"Subject: Voluntary Separation"

Good afternoon, in response to the unique circumstances creating a need for operational workforce adjustment you are being contacted so we can share an opportunity for a voluntary separation enhancement. To qualify, employees must:

- Be in active service
- Hold an active seniority date of April 1, 2020, or later in **only** the following classification(s):
 - o Trackman
 - o Truck Driver (Non- CDL)
 - o Machine Operator

Eligible employees are being emailed the attached application, FAQs, and a sample release for review today. Applications must be returned to WorkforceManagement@Amtrak.com no later than 5 PM on May 23, 2025-- please note, **all applications for this opportunity will be irrevocable**. While Amtrak reserves the right to limit the number of voluntary separations based on business need, in the instance there are more volunteers for separation than Amtrak will accept, volunteers will be accepted in seniority order. Acceptance of applications will be communicated to individual employees by May 30, 2025.

In the instance of cancellation by Amtrak or an employee not getting selected for participation, said employees will retain all seniority and employment as if they had not applied for this program.

Employees accepted for participation will be required to resign in all capacities from Amtrak no later than June 27, 2025. On the date of resignation, each accepted applicant will be issued a Separation and Release Agreement that must be returned to Amtrak no later than August 11, 2025. Accepted applicants that have properly resigned and returned their Separation and Release Agreement will be compensated **\$20,000.00** (less applicable deductions outlined in the attached) by August 29, 2025. This amount is separate and apart from payment of any earned but not used Paid Time Off, and any earnings due through June 27, 2025. Please note, accepted employees can expedite their payment by returning their properly executed Separation and Release agreement as early as the day after their resignation date.

While Amtrak informed us that it was considering offering a VSIP, no part of the plan, or even the implementation of such a plan, was negotiated with the Union. The decision to offer the VSIP was made unilaterally by Amtrak and all the terms of the VSIP (ranging from eligibility for the program, to the amount of the incentive, to the terms for participation in the program) were unilaterally established by Amtrak. The announcement and the VSIP program clearly concerns terms of continued employment; and aspects of the VSIP affect compensation and benefits; so, the announcement and the program affect the rates of pay, rules and working conditions of Amtrak employees represented by this Organization. Consequently, Amtrak's direct offer of this program with terms set unilaterally by Amtrak constitutes unlawful direct dealing with union- represented employees in violation of Sections 2 Third and Fourth of the Railway Labor Act.

However, the Union recognizes that we are in exceptional circumstances and do not believe that litigating the issue would be useful, so the Union will not initiate legal action at this time. The Organization nonetheless wants to make it clear that we deny that Amtrak has either legal or contractual authority to deal directly with employees we represent with regard to voluntary separations with incentives or any other aspect of employment affecting rates of pay rules or working conditions. Our decision not to challenge Amtrak's implementation of the VSIP may not be characterized, now, or in the future, as acquiescence to any Amtrak claim of legal or contractual authority to unilaterally develop, and unilaterally offer, such a program, or any program affecting rates of pay rules or working conditions, to employees represented by this Organization.

Yours truly,



Anthony Sessa
General Chairperson

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