

**ARBITRATION SUBMISSION AGREEMENT**

**between**

**NATIONAL RAILROAD PASSENGER CORPORATION  
(AMTRAK)**

**and the**

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES  
(BMWED),**

**affiliated with**

**TEAMSTERS RAIL CONFERENCE,**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**and the**

**BROTHERHOOD OF RAILROAD SIGNALMEN, AFL-CIO  
(BRS)**

This Agreement between the National Railroad Passenger Corp. (hereinafter "Amtrak" or the "Carrier") and the Brotherhood of Maintenance of Way Employes ("BMWED"), and the Brotherhood of Railroad Signalmen ("BRS") is entered into in accordance with Section 3 Second of the Railway Labor Act ("RLA"), 45 U.S.C. § 153 Second, and shall become effective when executed by all Parties.

**Witnesseth:**

WHEREAS, Amtrak is a carrier by railroad within the meaning of Section 1, First of the RLA, 45 U.S.C. § 151, First; the BMWED is the representative within the meaning of Section 1, Sixth of the RLA, 45 U.S.C. § 151, Sixth of the Carrier's Maintenance of Way Employees in positions designated by agreement; and the BRS is the representative within the meaning of Section 1, Sixth of the RLA, 45 U.S.C. § 151, Sixth of the Carrier's Communication and Signal Employees in positions designated by agreement;

WHEREAS, Amtrak, BMWED and BRS (collectively "Organizations") are in dispute over the interpretation of "Me Too" Letters of Agreement appended to the Amtrak/BMWED Northeast Corridor Agreement, the Amtrak/BMWED Corporate/Off-Corridor Agreement, and the Amtrak/BRS Wage and Rule Agreement, effective March 1, 2007, in accordance with a March 25, 2014 Award and an August 20, 2014 Supplemental Award of an interest arbitration board the Parties established pursuant to Sections 7 and 8 of the Railway Labor Act, 45 U.S.C. §§ 157, 158;

WHEREAS, Amtrak and the Organizations also are in dispute over application of said "Me Too" Letters of Agreement to annual bonus payments totaling \$1,250.00 paid to individual conductors represented by UTU in accordance with the Amtrak/UTU Conductor Agreement of April 17, 2013;

WHEREAS, BMWED submitted employee wage claims to Amtrak between October 7 and 20, 2014 based upon said "Me Too" Letter of Agreement under Rule 64 (NEC Agreement) or Rule 14 (Corporate Agreement), while BRS submitted employee wage claims to Amtrak on October 8, 2014 based upon said "Me Too" Letter of Agreement under Rule 56 of the Wage and Rule Agreement; and

WHEREAS, Amtrak, BMWED and BRS desire to consolidate all BMWED and BRS grievance claims into a single arbitration proceeding;

NOW, THEREFORE, the Parties stipulate and agree as follows:

1. The controversy between the Parties, described more specifically below, is hereby submitted to a special system board of adjustment ("Board") for decision consistent with the terms of this Submission Agreement and the provisions of the RLA, 45 U.S.C. § 153 Second.

### **Composition of the Adjustment Board and Arbitrator Selection**

2. The Board shall consist of three (3) members, one representing Amtrak, one representing the Organizations, with Arbitrator Dana E. Eischen serving as the neutral chair. If Arbitrator Eischen cannot serve, the Chair will be selected by the partisan arbitrators in accordance with the procedures described in paragraph 3 from a pool of nationally known

arbitrators who shall be members of the National Academy of Arbitrators, and be experienced and knowledgeable in resolving rail labor disputes, based on prior experience as a neutral on a railroad "parties-pay" adjustment board or a railroad Presidential Emergency Board under Section 9A or 10 of the RLA. Members of the interest arbitration panel are ineligible to serve on the Board.

3. The partisan Board members shall first attempt to agree upon a neutral chairman. If agreement is not reached within ten (10) calendar days of being advised that Arbitrator Eischen is unavailable, the two partisan Board members shall select a neutral Board Chair from a consolidated list developed by the Parties. No later than fifteen (15) days after being advised that Arbitrator Eischen is unable to serve, each Party shall provide the other with a list of five (5) proposed eligible arbitrators to serve as the neutral Board Chair. Each proposed arbitrator shall be a member of the National Academy of Arbitrators, and meet the other criteria prescribed by paragraph 2 above. If there are any names in common on the lists of the Parties, then within five (5) days, the two partisan Board members shall select from those common names a third arbitrator, who shall serve as Chair of the Board. Otherwise, upon exchange of the two (2) lists, the Carrier and the Organizations each will have up to three (3) days to strike three (3) persons from the other Party's list. The two partisan Board members will be furnished a list of the remaining candidates. Within five (5) days, the two partisan Board members shall select from the list an arbitrator who shall serve as Chair of the Board.

4. In the event the neutral arbitrator is unable or unwilling to serve, a replacement shall be selected by the Parties by agreement or, failing agreement, by the procedures set forth in paragraph 3 above.

### **The Controversy**

5. The specific disputes and questions to be submitted to the Board for decision are:

a. Whether the identical "Me Too" side letters in the BMWED and BRS Agreements apply to collective agreements between Amtrak and other Organizations settled during the then current round of bargaining but before the 2014 Interest Arbitration Award.

b. Whether the annual bonus payments totaling \$1,250 paid to conductors represented by the UTU shall be paid to signalmen and maintenance of way employees represented, respectively, by the BRS and BMWED under the terms of their 'Me Too' Letters of Agreement. If so, what shall be the remedy?

### **Authority of the Board**

6. The Board shall confine itself to deciding the specific disputes and questions submitted to it by the Parties based on the record created through submissions and hearing.

7. The signatures of a majority of the members of the Board affixed to its award shall be competent to constitute a valid and binding award, subject to the requirements of this Agreement. The Board's award shall become effective on the date or dates fixed by the Board and shall remain in effect in accordance with its terms thereafter until changed in accordance with the provisions of the RLA.

8. The Board shall establish its own rules of procedure governing the hearing, as well as pre- and post-hearing procedures, consistent with this Agreement, and designate the time and place of the hearing. The Board shall be empowered to direct the Parties to answer inquiries made, and to provide documents requested, by the Board; to issue subpoenas, upon request, to compel the attendance of witnesses and the production of documents under the control of the opposing party; and to issue such orders as may be needed to afford the Parties a full, fair and orderly hearing.

### **Hearing and Scheduling**

9. The Board shall begin its hearings within ninety (90) days after the Chair is appointed, or as soon thereafter as the Board is able to convene, and will continue or resume such hearings as may be necessary to afford the Parties full opportunity to present evidence and argument in support of their respective positions. Its final award will be submitted to the Parties within forty-five (45) days after beginning the hearing, or as otherwise agreed by the Parties.

10. At the hearing, the Parties may be heard in person, or by counsel or other authorized representative. They may present, either orally or in writing, or both, statements of fact, evidence and argument in support of their respective positions on issues before the Board. All testimony before the Board shall be given under oath or affirmation. A written record of the grievance proceeding will be created, to consist of all documents and written arguments filed by the Parties, exhibits introduced into evidence, and a transcript of all oral testimony given and arguments made at the hearing. The record shall also incorporate: (a) the entire record of the Parties' 2014 interest arbitration proceeding, including the filings made by the Parties between the March 25, 2014 Initial Award and the August 20, 2014 Supplemental Award, and (b) the on-the-property record of each BMWED and BRS grievance or wage claim under the "Me Too" Letters of Agreement.

11. Subject to rules established pursuant to this paragraph and paragraph 12 below, the Parties shall make available to the Board and each other, upon request, such information, data and records as the Board may require for determination of the issues before it. There shall be a thirty (30) day period beginning not less than forty-five (45) days in advance of the hearing during which the Parties shall discuss the production of requested documents in hard-copy and electronic formats, and to request the Chairman to issue subpoenas for documents not disclosed voluntarily. The Board shall have the right to compel the production of witnesses and documents. The Parties shall exchange witness lists, including a short summary of each witness's testimony, and exhibit lists accompanied by copies of each exhibit in hard-copy and electronic format, seven (7) days before the hearings are to begin.

12. The Board of Adjustment shall establish procedural schedules and rules for additional pre-hearing exchanges of evidence, including exhibits, data sets, expert and fact witness testimony, the submission of pre- and post-hearing briefs, if any, the use of and limitations on written and power-point or other presentations of testimony, and such other rules regarding how evidence and argument shall be submitted as may be required to encourage efficiency and assure fairness at the hearing.

13. All witnesses shall be subject to cross-examination which, at the Chair's discretion, may be conducted immediately after completion of the witness's direct testimony or following discrete subjects testified to by the

witness on direct, whichever will provide the greatest clarity consistent with fairness to the witness. Neither sworn nor unsworn written testimony may be introduced unless presented in person by a live witness who can be cross-examined.

14. Board members may question any witness at any time during the course of the witness's testimony.

15. The Chair shall determine all objections to testimony and other questions relating to the admissibility of evidence.

16. A verbatim transcript of record shall be made of all testimony and argument at the hearing by a court reporter, whose fee shall be paid one-half by Amtrak and one-half by the Organizations.

17. The Board shall hold its hearings at locations in Washington, D.C. agreed upon by the Parties.

### **Timing and Conclusiveness of Award**

18. The Board's award and the evidence of proceedings before the Board related thereto, certified by at least a majority of the members of the Board, will constitute the full and complete record of the arbitration.

19. The Board's award shall be final and conclusive upon the Parties hereto as to the facts determined by such award and as to the merits of the controversy decided. A provision so stating shall be included in the award.

20. Any controversy that arises over the implementation of the Board's award and the meaning or application of the Board's award shall be referred to the Board which shall at once reconvene upon notice of the existence of such controversy. The reconvened Board's authority shall be confined to ruling on the questions relating to the implementation of the Board's award and the meaning or application of the provisions of the Board's award as related to such implementation and such questions shall be submitted by the party or Parties in writing.

## Costs and Fees


21. The arbitration shall be a "parties' pay" adjustment board. The reasonable costs of the arbitration shall be divided equally by the Parties, one-half payable by Amtrak and one-half payable by the Organizations, not to include the costs or fees of the partisan Board members, the Parties' advocates, witnesses or representatives, or other partisan hearing costs. The fees and expenses of witnesses shall be paid by the Party calling them.

## Conclusion

This Agreement embodies the entire agreement and understanding of the Parties to arbitrate their disputes described in paragraph 4 herein. No amendments, waivers or modifications of this Agreement are to be effective unless executed by the Parties' accredited representatives in a writing referring to this Agreement.

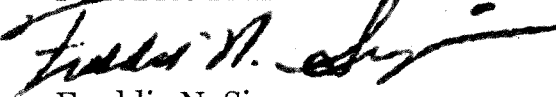
Signed this 17th day of June, 2015 in Washington, D.C.

FOR NATIONAL RAIL PASSENGER CORPORATION:



Charlie Woodcock  
Vice President, Labor Relations

FOR BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES:



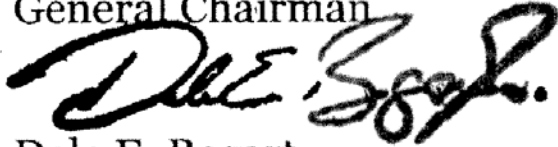
Freddie N. Simpson  
President



Jed Dodd  
General Chairman



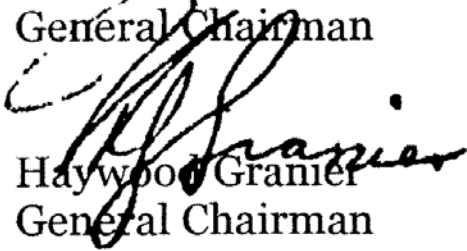
Ed Long  
General Chairman



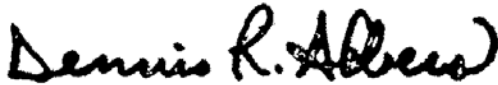
Dale E. Bogart  
General Chairman



Louis Below  
General Chairman



Haywood Granier  
General Chairman

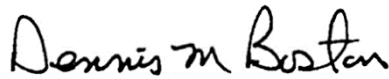


Dennis R. Albers  
General Chairman

FOR BROTHERHOOD OF RAILROAD SIGNALMEN, AFL-CIO:



W. Dan Pickett  
International President



Dennis M. Boston  
Vice President



Dave Ingersoll  
General Chairman