

An Injury to One Is An Injury to All

Pennsylvania Federation

421 North Seventh Street - Suite 299

Philadelphia, Pennsylvania 19123

www.pennfedbmwe.org

phone: (215) 574-3515

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Office of the General Chairman
Jed Dodd

UPS Overnight Mail 1Z T49 91T 22 1001 629 3

March 1, 2018

National Railroad Passenger Corporation
Richard Anderson, President
1 Massachusetts Avenue, N.W.
Washington, D. C. 20001

Dear Mr. Anderson:

In the Fall of 2017, Amtrak notified BMWED that Amtrak intended to hire contractors to perform certain work at Sunnyside Yards and Ivy City in connection with Amtrak's creation of new facilities for storage and maintenance of new high speed rail train sets and in connection with construction of a new staging yard at 72nd Street New York and replacement of track running from the yard, through the AE tunnel, to the Spuyten Duyvil bridge, over the Harlem River. While Amtrak's letters identified various types of work to be contracted for these three projects, the letters specifically said that contractors would be used for the track construction and catenary work at Sunnyside Yards and Ivy City, and for the tie replacement and re-surfacing work related to the 72nd Street and Spuyten Duyvil bridge project. According to Amtrak's letters, this would be done because of a supposed lack of maintenance of way manpower to do this work.

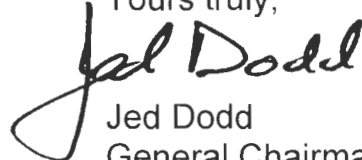
I responded by the attached letters. I noted that under the applicable collective bargaining agreement, track and catenary construction work is BMWED Scope work that may not be contracted-out without the concurrence of the General Chairman, regardless of the purported reasons for contracting, such as alleged manpower shortage. This is clear from the CBA and Amtrak has no arguable basis for any claim to the contrary.

Beyond that, I demonstrated that even if Amtrak could assert lack of manpower as justification for contracting-out track and catenary construction, such an assertion related to these projects was spurious and clearly in bad faith. This is explained in detail in the attached letters but, in essence, Amtrak contends that it lacks sufficient manpower to construct a little less than a mile of track for the Ivy City project, a little more than a mile of track for the Sunnyside Yards project, and to replace about 7 miles of ties and resurface 20 miles of track for 72nd Street-Spuyten Duyvil project (which Amtrak itself describes as involving only 40 employees). These contentions are absurd and those who wrote the letters should be embarrassed to have done so. Amtrak has 2700 maintenance of way employees between Boston and Washington D.C. and it is ludicrous to suggest that it lacks the manpower to construct about 9 miles of track. Furthermore, BMWED forces did the track and catenary construction work at Sunnyside Yards and Ivy City when Amtrak built new storage facilities for the Acela train sets; so it is clear that this is work that Amtrak forces have done and can do. And Amtrak's own letters describe the Sunnyside and Ivy City projects as taking 3 years to complete; and the work related to the Spuyten Duyvil Bridge has been on Amtrak's to-do list since at least 2010. To date I have received no response to my letters.

While I have expressed a willingness to work with Amtrak to facilitate performance of this work with BMWED-represented forces, Amtrak continues to assert that it may move forward as planned over my objection despite the requirements of the CBA. Simply put, Amtrak's claims of authority to contract-out this track and catenary construction work are patently frivolous and if it proceeds to do so without my concurrence Amtrak will be abrogating the CBA in violation of Section 2 Seventh of the RLA, and Amtrak will ultimately be responsible for the consequences of its unlawful acts.

However, notwithstanding our position that Amtrak has absolutely no basis for its claim to proceed as planned and that doing so would constitute unlawful exercise of self-help by Amtrak, and without prejudice to our position that proceeding as planned would be unlawful and would create a major dispute, BMWED is willing to arbitrate this dispute in expedited arbitration before a

“parties pay” Special Board of Adjustment. BMWED is prepared to move quickly to establish such a Board with the understanding that Amtrak will refrain from contracting-out this work unless and until it obtains a favorable decision in arbitration decision. Attached to this letter is a copy of a proposed agreement creating such a Special Board of Adjustment. BMWED is ready to move quickly to enter such an agreement and to proceed expeditiously to arbitration. If Amtrak refuses this offer, BMWED retains all rights it has to respond as it deems necessary to Amtrak actions that violate the RLA.

Yours truly,

Jed Dodd
General Chairman

cc Anthony Coscia, Chairman of the Board
D. J. Stadtler, Executive Vice President and Chief Administrative Officer
Charlie Woodcock, Vice President Labor Relations

Correspondence Regarding
72nd Street Yard and Track Work Project
02-LCR-20-0917

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Jed Dodd

UPS Overnight Mail 1Z T49 91T 22 1001 615 9

February 7, 2018

Sharon Jindal, Senior Manager Labor Relations
National Railroad Passenger Corporation
30th Street Station
2nd Floor, South Tower
Philadelphia, PA 19104

Dear Ms. Jindal:

Re: 72nd Street Yard and Track Work Project
02-LCR-20-0917

I am writing regarding the letter that was sent to me about Amtrak's plan to contract-out replacement of rails, ties and turnouts in connection with construction of a new staging yard at 72nd Street New York and replacement of track running from the yard, through the AE tunnel, to the Spuyten Duyvil bridge, over the Harlem River, and beyond the bridge as part of improvement of the Empire Line.

I have previously advised Amtrak officials that under the Scope Rule of the NEC agreement, Amtrak cannot contract-out this work without the concurrence of the General Chairman—which has not been given. Nothing I have learned since the initial letter has persuaded me that Amtrak has any arguable basis for proceeding to contract-out the track and tie replacement and resurfacing work without my concurrence. And Amtrak has been aware of the need to substantially upgrade this portion of the Empire Line for years, but it is now acting as if there is a sudden need to complete this project under tight time deadlines which supposedly precludes doing the work with its own

forces. That is both a blatant mischaracterization of the facts and irrelevant under the collective bargaining agreement.

Putting aside the question of whether Amtrak actually lacks sufficient manpower to invoke the exception to the Scope Rule's requirement for General Chairman concurrence for contracting-out of track construction under Section A. 1.B (1) of the Scope Rule, under Side Letter No. 2 to the CBA, that exception is inapplicable here because the track construction work is of a scope and magnitude historically performed by BMWED represented forces.

Among other things, I can affirm that since 1987, in my 30+ years as General Chairman, no tie, rail, other track component has been installed by a contractor without my concurrence. Additionally, Amtrak's November 24, 2017 letter describes the rail and ties replacement work as involving 7 miles of rail, 15,000 wood ties, two turnouts and resurfacing of 20 miles of track. This amount of work is certainly within the scope and magnitude of track construction work historically performed by BMWED forces.

Amtrak contends that Side Letter #2 adds nothing to the agreement, that it is mere surplusage and despite its plain language committing Amtrak to using BMWED forces for work of the scope and magnitude historically performed by BMWED forces, the Side Letter is merely a reassurance that Amtrak would not artificially diminish the size of the maintenance of way work force in order to contract-out more work. In advancing this argument, which has no basis in the Side Letter, Amtrak relies on an affidavit of former Labor Relations Director Larry Hriczak dated June 16, 2017 and sent to me on January 24, 2018. There are two problems with Amtrak's citation to this affidavit— it is false; and it is improper under Side Letter D of the general rules, benefits and wages agreement signed in 1987. Side Letter D bars both parties from using antecedent proposals and drafts of agreement provisions, but Mr. Hriczak has asserted that he drafted Side Letter #2 and, it was only intended to be a reassurance about future hiring, and not a further limitation of contracting-out with regard to work of the scope and magnitude historically performed by BMWED forces. Not only is this an attempt to do by testimony what is barred by Side Letter D, in order to support Mr. Hriczak's, claims Amtrak would have to produce drafts of Side Letter #2 which is expressly prohibited by Side Letter D; and I would have to produce drafts in my possession which would refute his claim. So Amtrak's use of the Hriczak affidavit is clearly improper.

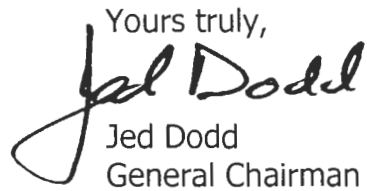
Additionally, Mr. Hriczak's claim is contrary to the side letter itself which clearly states that "Paragraph A.1.b of the Scope Rule of the Agreement dated January 5, 1987 will not apply to work of the scope and magnitude historically performed by members represented by the BMWED". Not only is this claim contrary to the plain language of Side Letter #2, it is contrary to the interpretation of Side Letter #2 in

Award #3 of Public Law Board 6671 (pages 24- 25), in which the Board rejected Amtrak's reliance the Section A.1.B (2) exception to the prohibition on contracting-out in the absence of General Chairman concurrence for situations where Amtrak lacks necessary equipment, because the work involved was of the scope and magnitude historically performed by BMWED forces so Side Letter #2 negated application of the exception. The Board stated that "the express language of the Scope Rule and Side Letter No. 2 demonstrates the parties' intent to limit the carrier's ability to contract out Scope-covered work under the 'lack of essential equipment' exception".

Even if Section A. 1. B.(1) of the Scope Rule was applicable to the track work Amtrak wants to contract-out, the amount of work involved (7 miles of rail replacement and replacement of 15,000 of ties and re-surfacing of 20 miles of track from the 72nd Street yard, through the AE tunnel, to the Spuyten Duyvil bridge, over the Harlem River and beyond the bridge) is not even arguably outside the norm of track construction work that has been performed by Amtrak's own maintenance of way forces since the inception of Amtrak. (The November 24 letter lists the replacement of 7 miles of rail, 15,000 ties and two turnouts and 20 miles of track resurfacing twice. I assume that was an error and that Amtrak was not intending to inflate the amount of track construction by doubling the amount of work to be done). By Amtrak's own estimate only 40 employees will be involved in the track, electric traction and bridge work for a period of three months. Again, these manpower requirements can be satisfied with Amtrak's own forces. While Amtrak's November 24 letter includes this work with work other than track construction work it plans to contract-out, and states that Amtrak forces cannot complete the major project in the time frame allotted, that does not mean that Amtrak forces cannot complete the track construction elements of the project. I also note that improvement of this stretch of track has been planned for many years. The May 2010 Northeast Corridor Infrastructure Master Plan identifies the Spuyten Duyvil bridge and the track around the bridge as a choke point that must be remedied and recognizes this segment of track as part of the Empire High Speed Rail Corridor on which train frequencies were scheduled to be significantly increased. That Plan also cites a Hudson Line Joint Users Study "circa 2005" as identifying this segment of the line as in need of an upgrade. Subsequently, Amtrak leased the northern portion of the corridor and New York State received federal grants to improve that line in order to increase train frequencies on the corridor. There is simply no basis for the implication that this project came about suddenly, or was unanticipated such that Amtrak could not arrange its track construction schedule so as to use its own forces for replacement of 7 miles of rail, 15,000 ties and two turnouts and 20 miles of track resurfacing.

Amtrak has also invoked several other supposed justifications for its plan to use contractors (such as a supposed ability not to "piecemeal" a project, and the absence of plans for furloughs). These claims are clearly irrelevant so I won't address them in this letter.

In conclusion, it is clear that Amtrak cannot contract-out the track construction work for this project without my concurrence, and that Amtrak's arguments to the contrary are obviously insubstantial. While I remain willing to discuss Amtrak's plan, do not bring contractor forces on to the property to perform the track construction work for the 72nd Street Yard and Empire Line Track work described in the letter of November 24, 2017 if we have not made an agreement authorizing Amtrak to do so.

Yours truly,

Jed Dodd
General Chairman

cc President Simpson
Pennsylvania Federation Joint Protective Board
All Amtrak BMWED General Chairmen

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Office of the General Chairman
Jed Dodd

UPS Overnight Tracking Number
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December 13, 2017

National Railroad Passenger Corporation
Tricia Clinton, Manager Labor Relations
Labor Relations 2nd Floor
30th and Market Streets
Philadelphia, PA 19104

Dear Ms. Clinton:

Re: 02-LCR-21-0917 High Speed Rail Facility SSYD;
06-LCR-10-0917 High Speed Rail Facility Ivy City;
02-LCR-20-0917 72nd Street Yard and Track Work

After receiving your letter of December 7, 2017 regarding the High Speed Rail Facility projects with an offer to meet with BMWED to discuss the above referenced projects, I once again studied Amtrak's notification letters, emails, and other correspondence related to these projects. The purpose of this response is to seek clarification in some critically important areas as well as to reiterate the point that we believe if the Carrier moves forward with the contracting out of core BMWED work, it will be acting in bad faith and abrogating the provisions of the current collective bargaining agreement.

Before outlining the points I would like clarification on, it is noted that you were present when I met with several Amtrak Officials to discuss Amtrak's plans in connection with the High Speed Rail Facility in Sunny Side Yard and the High Speed Rail Facility Ivy City on November 17, 2017. During those discussions Amtrak was not prepared with basic information to completely discuss those projects and Amtrak committed to reply back to the Organization with more specific details about the projects and to this date the only thing I received from Amtrak was a tie count and the

number of track foot to be installed with no reference to any of the catenary work the Carrier intends to contract out. Moreover, you committed to providing copies of previous agreements these parties have entered regarding earlier High Speed Rail projects but as of today you have failed to provide those documents. Thus, in this regard I request Amtrak provide a detailed listing of specific track construction work that will be performed and a listing of the specific catenary work that will be performed. I also request the Carrier provide the agreements it committed to providing the organization in the November 17, 2017 meeting.

I also seek clarification on Amtrak's referencing these as "Major Projects" and its citation that the costs of these projects are \$290 Million (Sunnyside Yard), \$90 Million (Ivy City) and there is no dollar amount in your notice regarding 72nd street but Amtrak still refers to it as a "Major Project." The 72nd Street project notice was provided to us after the November 17, 2017 meeting and I have added it to this letter because it is similar to the other two projects and should be discussed at the same time. By this reference I am also requesting the same specific information with respect to track and ET work that Amtrak is contemplating using contractors to perform.

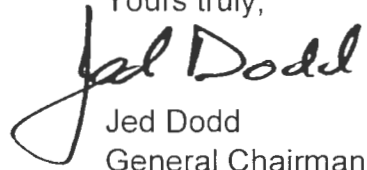
I was perplexed by the references to "Major Project" because cost is clearly not one of the exceptions that permit the contracting out of Scope covered work and the "Major Project" exception you reference in your letters, only refers to Bridge and Building work. As you know, while the parties specifically included the reference for Building projects the parties specifically excluded any reference to "major projects" from track and ET work. Without prejudice to our position on these points, would you please clarify what part of the Sunny Side yard Project will cost \$290 Million? What part of the Ivy City Project will cost \$90 Million? What is the dollar amount of the 72nd Street Yard project and how is the number allocated. Is it the entire projects that will cost these amounts? If these amounts are the cost of the entire projects, how much of those sums will be allocated to building construction work? How much will be allocated to track construction work? How much of the sum will be allocated to ET catenary work? I would also like to know how much will be allocated to labor costs and how much to other costs such as planning, design and materials? In other words, I would like to see, in writing, an itemized allocation of the costs Amtrak has referenced.

Amtrak states that these are "major projects" and that Amtrak intends to contract out these projects in accordance with the provisions of Section 1 Exceptions, Part A and/or B of our Scope Rule. I have carefully reviewed Paragraphs A and B and do not see any language which permits the contracting of track work and/or catenary construction work. Thus, the collective bargaining agreement does not permit the contracting out of this work without our written permission and we are not providing our written permission to contract out this work. Amtrak's attempt to abrogate key provisions of our agreement will result in severe conflict. Please do not underestimate our resolve to protect our core work and to hold Amtrak accountable to the agreements

that it has made with the BMWED.

Furthermore, while there is no requirement to obtain the Union's written permission for a major B&B project, there is a requirement to engage in good faith discussions with the Union over the use of outside forces to perform this work and to date this has not occurred for any of the notices listed above.

With the approaching holidays and many people also taking their unused vacation time during this period, it will be difficult to meet this year. I have availability to meet anytime after January 5, 2018. We would have a more productive meeting if we could have the documents and information you and Amtrak has indicated that they would provide to us with sufficient time to review them prior to the meeting.

Yours truly,

Jed Dodd
General Chairman

cc President Simpson

Sharon Jindal - certified letter number 91 7199 9991 7036 0688 6718

All Amtrak BMWED General Chairmen

Pennsylvania Federation Joint Protective Board

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Office of the General Chairman
Jed Dodd

UPS Overnight Mail

December 7, 2017

National Railroad Passenger Corporation
Charles Woodcock
Vice President Labor Relations
1 Massachusetts Avenue, N.W.
6th Floor
Washington, DC 20001

Dear Vice President of Labor Relations Woodcock:

Re: #02-LCR-20-0917
72nd Street Yard and
Track Work Project
Empire Line, New York

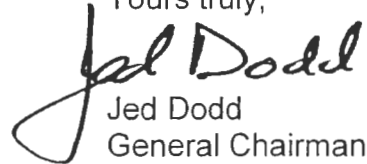
This is in reference to your letter dated November 24, 2017 concerning Amtrak's intent to contract out Maintenance of Way work in the vicinity of 72nd Street along the Empire Line that will also include the replacement of track running from the 157/159 Switch within "A" Interlocking in PSNY to the Spuyten Duyvil Bridge over the Harlem River in New York State connecting Manhattan and the Bronx, as well as extending to MP 12.3 beyond the Bridge. While portions of Amtrak's letter remain unclear, it is clear that the Carrier seems to be planning on contracting out core Maintenance of Way track construction and building construction work.

I want to make it perfectly clear that it is BMWED's position that the assignment of other than Maintenance of Way employees to perform track construction constitutes a major dispute under the Railway Labor Act. That is, the scope rule of the collective bargaining agreement in no uncertain terms strictly prohibits Amtrak from unilaterally track construction from Maintenance of Way employees and assigning that work to outside forces. Moreover, in the face of the clear language of the scope rule Amtrak

cannot articulate a non-frivolous contract interpretation which would permit assigning core Maintenance of way work to outside forces. Therefore, if Amtrak determines to move forward with this contracting out it, such would be a unilateral change to agreements without complying with and exhausting the procedures of Section 6 of the Railway Labor Act, a serious violation of the law.

Should contractor forces enter Amtrak property to perform any core Maintenance of Way work BMWED will consider that action a repudiation of the BMWED/Amtrak collective bargaining agreement and will take all appropriate action under law at our disposal to enforce our collective bargaining agreement.

Yours truly,

A handwritten signature in black ink that reads "Jed Dodd". The signature is written in a cursive style with a large, sweeping initial "J".

Jed Dodd
General Chairman

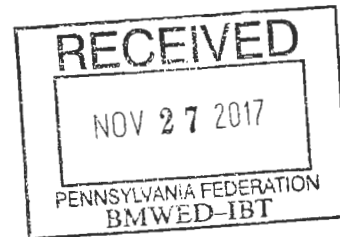
cc Sharon Jindal, Director of Labor Relations
Pennsylvania Federation Joint Protective Board
All Amtrak BMWED General Chairmen
BMWED National Division President Simpson



FEDERAL EXPRESS MAIL # 7708 2516 5917

November 24, 2017

Mr. Jed Dodd
General Chairman, BMWED-IBT
421 North 7th St., Suite 299
Philadelphia, PA 19123



**Re: 02-LCR-20-0917
72nd Street Yard &
Track Work Project
Empire Line, New York**

Dear Mr. Dodd:

This letter is notice of Amtrak's intent to use a contractor for a major project to create a new track staging yard in the vicinity of 72nd Street along the Empire Line that will also include the replacement of track running from the 157 / 159 Switch within "A" Interlocking in PSNY to the Spuyten Duyvil Bridge (MP 9.9) over the Harlem River in New York State connecting Manhattan and the Bronx (MP 10.8), as well as extending to MP 12.3 beyond the bridge.

It is noted that Amtrak Engineering has planned this major track work along the Manhattan portion of the Empire Line, which will include repairs to the Spuyten Duyvil Bridge. (Please refer to Labor Clearance Number 02-LCR-20-0917.) Rail operations along the Manhattan portion of the Empire Line will be suspended for one continuous time period scheduled for the summer of 2018, between Memorial Day and Labor Day for the track work to be done.

The following project work will be done by *Contractor Forces*:

- Construct a new staging yard at 72nd Street that will include 2 CAT Car platforms, grading, asphalt paving, and fence work.
- Replace the direct fixation steel fasteners and repair defective concrete plinths within the AE tunnel.
- Replace all 155# rail and rail within the tunnel (approximately 7 track miles of rail in total) with new 136# rail.
- Replace approximately 15,000 wood ties, OTM, and surface 20 miles of track.
- Replace the #20 turnouts at Empire and Inwood interlockings.

*Mr. Jed Dodd
Re: 02-LCR-20-0917
72nd Street Yard &
Track Work Project
Empire Line, New York*

- Replace the direct fixation steel fasteners and repair defective concrete plinths within the AE tunnel.
- Replace all 155# rail and rail within the tunnel (approximately 7 track miles of rail in total) with new 136# rail.
- Replace approximately 15,000 wood ties, OTM, and surface 20 miles of track.
- Replace the #20 turnouts at Empire and Inwood interlockings.
- Clean all tunnel drains / drain troughs.
- Lower the invert of the AE tunnel entrance in PSNY.
- Replace approximately 500' of track in preparation for the Gateway project.
- Remove derails approaching Spuyten Duyvil Bridge.
- Possible chemical blasting.
- Tree cutting.
- Replace the 157/159 double slip within A INRL.

The Contractor will be responsible for the project work outlined above and will furnish labor, materials, and equipment that may be needed to complete the work. In that regard, it is anticipated that the contractor will use approximately 40 employees to perform various elements of Track, ET, and B&B work in connection with this project, although the contractor will determine its own staffing requirements during the three (3) month track outage period.

Amtrak Forces will perform the following project related work:

- Install clear block signals at AE Interlockings.
- Provide for ET and RWP protection, foul time, and track outages, if required.
- Provide inspections, as required.

Amtrak forces responsible for this location are fully engaged in the performance of their regularly assigned duties, including a renewed focus on critical infrastructure maintenance and other concurrent major projects. Amtrak forces cannot complete the already planned work, as well as undertake and complete this major project in the time frame allotted.

It is further noted that the Carrier is not required to piecemeal particular work aspects of major projects.

No Amtrak forces will be furloughed, as a result of this contracting of work.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Sharon Jindal
Director - Labor Relations

Correspondence Regarding

**Sunnyside Yard High Speed Rail Project
02-LCR-21-0917**

**Ivy City, Washington, D.C. High Speed Rail Project
06-LCR-10-0917**

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February 5, 2018

Sharon Jindall, Senior Manager Labor Relations
National Railroad Passenger Corporation
30th Street Station
2nd Floor, South Tower
Philadelphia, PA 19104

Dear Ms. Jindall:

Re: High Speed Rail Facility Projects
Sunnyside Yard, NY 02-LCR-21-0917
Ivy City, Washington, D.C. 06-LCR-10-0917

I am writing regarding the notices that were sent to me about Amtrak's plan to contract-out track and catenary construction work at Sunnyside yards and Ivy City in connection with Amtrak's creation of new facilities for storage and maintenance of new high speed rail train sets.

I have previously advised Amtrak officials that under the Scope Rule of the NEC agreement, Amtrak cannot contract-out this work without the concurrence of the General Chairman—which has not been given. Since the initial notices, there have been several further communications, none of which has persuaded me that Amtrak has any arguable basis for proceeding to contract-out the track and catenary construction work without my concurrence. Additionally, some of Amtrak's communications have been incorrect, puzzling, contradictory and false.

Putting aside the question of whether Amtrak actually lacks sufficient manpower to invoke the exception to the Scope Rule's requirement for General Chairman concurrence for contracting-out of track construction and catenary construction under

Section A. 1.B (1) of the Scope Rule, under Side Letter No. 2 to the CBA, that exception is inapplicable here because the track and catenary work is of a scope and magnitude historically performed by BMWED represented forces.

Among other things, I can affirm that in my 30+ years as General Chairman, no tie, rail, catenary pole, catenary wire or other track component has been installed by a contractor without my concurrence since 1987. And in 1997, when Amtrak constructed new storage and maintenance facilities for the Acela high speed rail train sets, in the same locations as Amtrak plans to construct storage and maintenance facilities for the new high speed rail train sets, BMWED forces did all the track and catenary work. That BMWED forces did the track and catenary work for the only other project similar to the one currently planned shows that the work is clearly work of scope and magnitude historically performed by BMWED forces. Additionally, information provided by Amtrak on December 7, 2017 reveals that the track feet of track to be installed at Ivy City is 4016 feet, and the track feet of track to be installed at Sunnyside Yard is 7684 feet. This information contradicts Amtrak's assertions that the work involved is not of the scope and magnitude historically performed by BMWED forces. Amtrak cannot seriously contend that construction of a little over 2 miles of track is work that is not of the scope and magnitude historically performed by BMWED forces.

Amtrak contends that Side Letter #2 adds nothing to the agreement, that it is mere surplusage and despite its plain language committing Amtrak to using BMWED forces for work of the scope and magnitude historically performed by BMWED forces, the Side Letter is merely a reassurance that Amtrak would not artificially diminish the size of the maintenance of way work force in order to contract-out more work. In advancing this argument, which has no basis in the Side Letter, Amtrak relies on an affidavit of former Labor Relations Director Larry Hriczak dated June 16, 2017 and sent to me on January 24, 2018. There are two problems with Amtrak's citation to this affidavit— it is false; and it is improper under Side Letter D of our 1987 general agreement on rules, wages and benefits. Side Letter D bars both parties from using antecedent proposals and drafts of agreement provisions, but Mr. Hriczak has asserted that he drafted Side Letter #2 and, it was only intended to be a reassurance about future hiring, and not a further limitation of contracting-out with regard to work of the scope and magnitude historically performed by BMWED forces. Not only is this an attempt to do by testimony what is barred by Side Letter D, in order to support Mr. Hriczak's claims, Amtrak would have to produce drafts of Side Letter #2 which is expressly prohibited by Side Letter D; and I would have to produce drafts in my possession which would refute his claim. So Amtrak's use of the Hriczak affidavit is clearly improper.

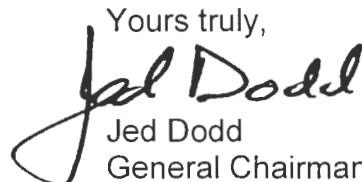
Additionally, Mr. Hriczak's claim is contrary to the side letter itself which clearly states that "Paragraph A.1.b of the Scope Rule of the Agreement dated January 5, 1987 will not apply to work of the scope and magnitude historically performed by members represented by the BMWED". Not only is this claim contrary to the plain language of Side Letter #2, it is contrary to the interpretation of Side Letter #2 in Award

#3 of Public Law Board 6671 (pages 24- 25), in which the Board rejected Amtrak's reliance the Section A.1.B (2) exception to the prohibition on contracting-out in the absence of General Chairman concurrence for situations where Amtrak lacks necessary equipment, because the work involved was of the scope and magnitude historically performed by BMWED forces. Side Letter #2 negated application of the exception. The Board stated that "the express language of the Scope Rule and Side Letter No. 2 demonstrates the parties' intent to limit the carrier's ability to contract out Scope-covered work under the 'lack of essential equipment' exception".

Even if Section A. 1. B. (1) of the Scope Rule was applicable to the track and catenary work Amtrak wants to contract-out, it is absurd to contend that Amtrak lacks sufficient manpower to construct about 2 miles of track and related catenary work. Not only is that a relatively insignificant number of track feet of track, that amount of work is routinely performed by Amtrak maintenance of way forces. The December 7 letter identifying the feet of track construction involved in these projects contradicts Amtrak's earlier assertion that the work is of such substantial size that Amtrak lacks sufficient maintenance of way manpower to perform the work in a timely manner (especially when these projects are slated to take three years to complete). It is also absurd to assert that Amtrak needs a contractor to perform this work. And Section A.1.B (3) exception for bridge and building work when there is a major construction or non-rail project that was cited by Amtrak is inapplicable to the contracting-out of track and catenary work which is plainly not bridge and building work.

Amtrak has also invoked several other supposed justifications for its plan to use contractors (such as the availability of warranties and the absence of plans for furloughs). These claims are clearly irrelevant so I won't address them in this letter.

In conclusion, it is clear that Amtrak cannot contract-out the track and catenary work for these projects without my concurrence, and that Amtrak's arguments to the contrary are obviously insubstantial. While I remain willing to discuss Amtrak's plan, do not bring contractor forces on to the property to perform the track and catenary work described in the letters regarding the Sunnyside Yard and Ivy City projects, if we have not made an agreement authorizing Amtrak to do so.

Yours truly,

Jed Dodd
General Chairman

cc National Division President Simpson
Pennsylvania Federation Joint Protective Board
All Amtrak BMWED General Chairmen

An Injury to One Is An Injury to All

Pennsylvania Federation

421 North Seventh Street - Suite 299

Philadelphia, Pennsylvania 19123

www.pennfedbmwe.org

phone: (215) 574-3515

fax: (215) 574-1910



Office of the General Chairman
Jed Dodd

UPS Overnight Tracking Number
1z T49 91T 22 1001 624 8

December 13, 2017

National Railroad Passenger Corporation
Tricia Clinton, Manager Labor Relations
Labor Relations 2nd Floor
30th and Market Streets
Philadelphia, PA 19104

Dear Ms. Clinton:

Re: 02-LCR-21-0917 High Speed Rail Facility SSYD;
06-LCR-10-0917 High Speed Rail Facility Ivy City;
02-LCR-20-0917 72nd Street Yard and Track Work

After receiving your letter of December 7, 2017 regarding the High Speed Rail Facility projects with an offer to meet with BMWED to discuss the above referenced projects, I once again studied Amtrak's notification letters, emails, and other correspondence related to these projects. The purpose of this response is to seek clarification in some critically important areas as well as to reiterate the point that we believe if the Carrier moves forward with the contracting out of core BMWED work, it will be acting in bad faith and abrogating the provisions of the current collective bargaining agreement.

Before outlining the points I would like clarification on, it is noted that you were present when I met with several Amtrak Officials to discuss Amtrak's plans in connection with the High Speed Rail Facility in Sunny Side Yard and the High Speed Rail Facility Ivy City on November 17, 2017. During those discussions Amtrak was not prepared with basic information to completely discuss those projects and Amtrak committed to reply back to the Organization with more specific details about the projects and to this date the only thing I received from Amtrak was a tie count and the

number of track foot to be installed with no reference to any of the catenary work the Carrier intends to contract out. Moreover, you committed to providing copies of previous agreements these parties have entered regarding earlier High Speed Rail projects but as of today you have failed to provide those documents. Thus, in this regard I request Amtrak provide a detailed listing of specific track construction work that will be performed and a listing of the specific catenary work that will be performed. I also request the Carrier provide the agreements it committed to providing the organization in the November 17, 2017 meeting.

I also seek clarification on Amtrak's referencing these as "Major Projects" and its citation that the costs of these projects are \$290 Million (Sunnyside Yard), \$90 Million (Ivy City) and there is no dollar amount in your notice regarding 72nd street but Amtrak still refers to it as a "Major Project." The 72nd Street project notice was provided to us after the November 17, 2017 meeting and I have added it to this letter because it is similar to the other two projects and should be discussed at the same time. By this reference I am also requesting the same specific information with respect to track and ET work that Amtrak is contemplating using contractors to perform.

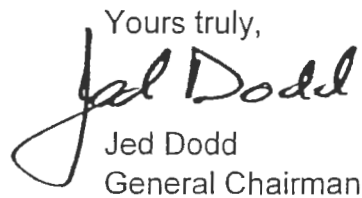
I was perplexed by the references to "Major Project" because cost is clearly not one of the exceptions that permit the contracting out of Scope covered work and the "Major Project" exception you reference in your letters, only refers to Bridge and Building work. As you know, while the parties specifically included the reference for Building projects the parties specifically excluded any reference to "major projects" from track and ET work. Without prejudice to our position on these points, would you please clarify what part of the Sunny Side yard Project will cost \$290 Million? What part of the Ivy City Project will cost \$90 Million? What is the dollar amount of the 72nd Street Yard project and how is the number allocated. Is it the entire projects that will cost these amounts? If these amounts are the cost of the entire projects, how much of those sums will be allocated to building construction work? How much will be allocated to track construction work? How much of the sum will be allocated to ET catenary work? I would also like to know how much will be allocated to labor costs and how much to other costs such as planning, design and materials? In other words, I would like to see, in writing, an itemized allocation of the costs Amtrak has referenced.

Amtrak states that these are "major projects" and that Amtrak intends to contract out these projects in accordance with the provisions of Section 1 Exceptions, Part A and/or B of our Scope Rule. I have carefully reviewed Paragraphs A and B and do not see any language which permits the contracting of track work and/or catenary construction work. Thus, the collective bargaining agreement does not permit the contracting out of this work without our written permission and we are not providing our written permission to contract out this work. Amtrak's attempt to abrogate key provisions of our agreement will result in severe conflict. Please do not underestimate our resolve to protect our core work and to hold Amtrak accountable to the agreements

that it has made with the BMWED.

Furthermore, while there is no requirement to obtain the Union's written permission for a major B&B project, there is a requirement to engage in good faith discussions with the Union over the use of outside forces to perform this work and to date this has not occurred for any of the notices listed above.

With the approaching holidays and many people also taking their unused vacation time during this period, it will be difficult to meet this year. I have availability to meet anytime after January 5, 2018. We would have a more productive meeting if we could have the documents and information you and Amtrak has indicated that they would provide to us with sufficient time to review them prior to the meeting.

Yours truly,

Jed Dodd
General Chairman

cc President Simpson

Sharon Jindal - certified letter number 91 7199 9991 7036 0688 6718

All Amtrak BMWED General Chairmen

Pennsylvania Federation Joint Protective Board

An Injury to One Is An Injury to All

Pennsylvania Federation

421 North Seventh Street - Suite 299

Philadelphia, Pennsylvania 19123

www.pennfedbmwe.org

phone: (215) 574-3515

fax: (215) 574-1910



Office of the General Chairman
Jed Dodd

UPS Overnight Mail

October 16, 2017

National Railroad Passenger Corporation
Charles Woodcock
Vice President Labor Relations
1 Massachusetts Avenue, N.W.
6th Floor
Washington, DC 20001

Dear Vice President of Labor Relations Woodcock:

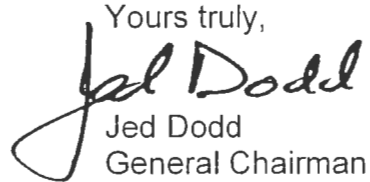
Re: #02-LCR-21-0917
High Speed Rail Facility and Storage Tracks
Sunnyside Yard, NY

This is in reference to your letter dated October 9, 2017 concerning Amtrak's intent to contract out Maintenance of Way work in Sunnyside Yard, NY. While portions of Amtrak's letter remain unclear, it is clear that the Carrier seems to be planning on contracting out core Maintenance of Way ET construction, track construction and building construction work.

I want to make it perfectly clear that it is BMWED's position that the assignment of other than Maintenance of Way employees to perform ET construction, track construction or building construction work constitutes a major dispute under the Railway Labor Act. That is, Rule 1(A) and 1(b) of the collective bargaining agreement in no uncertain terms strictly prohibits Amtrak from unilaterally removing ET construction, track construction or building construction work from Maintenance of Way employees and assigning that work to outside forces. Moreover, in the face of the clear language of Rule 1(A) and 1(B) Amtrak cannot articulate a non-frivolous contract interpretation which would permit assigning core Maintenance of way work to outside forces. Therefore, if Amtrak determines to move forward with this contracting out it, such would

be a unilateral change to agreements without complying with and exhausting the procedures of Section 6 of the Railway Labor Act, a serious violation of the law.

Should contractor forces enter Amtrak property to perform any core Maintenance of Way work BMWED will consider that action a repudiation of the BMWED/Amtrak collective bargaining agreement and will take all appropriate action under law at our disposal to enforce our collective bargaining agreement.

Yours truly,

Jed Dodd
General Chairman

cc Sharon Jindal, Director of Labor Relations
Pennsylvania Federation Joint Protective Board
All Amtrak BMWED General Chairmen
BMWED National Division President Simpson

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421 North Seventh Street - Suite 299
Philadelphia, Pennsylvania 19123

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Office of the General Chairman
Jed Dodd

UPS Overnight Mail

October 16, 2017

National Railroad Passenger Corporation
Charles Woodcock
Vice President Labor Relations
1 Massachusetts Avenue, N.W.
6th Floor
Washington, DC 20001

Dear Vice President of Labor Relations Woodcock:

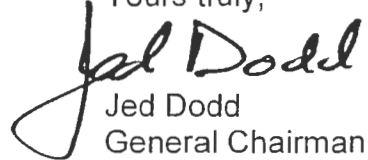
Re: #06-LCR-10-0917
High Speed Rail Facility and Storage Tracks
Ivy City, Washington, DC

This is in reference to your letter dated October 9, 2017 concerning Amtrak's intent to contract out Maintenance of Way work in Washington DC. While portions of Amtrak's letter remain unclear, it is clear that the Carrier seems to be planning on contracting out core Maintenance of Way track construction and building construction work.

I want to make it perfectly clear that it is BMWED's position that the assignment of other than Maintenance of Way employees to perform track construction or building construction work constitutes a major dispute under the Railway Labor Act. That is, Rule 1(A) of the collective bargaining agreement in no uncertain terms strictly prohibits Amtrak from unilaterally removing track construction or building construction work from Maintenance of Way employees and assigning that work to outside forces. Moreover, in the face of the clear language of Rule 1(A) Amtrak cannot articulate a non-frivolous contract interpretation which would permit assigning core Maintenance of way work to outside forces. Therefore, if Amtrak determines to move forward with this contracting out it, such would be a unilateral change to agreements without complying with and

exhausting the procedures of Section 6 of the Railway Labor Act, a serious violation of the law.

Should contractor forces enter Amtrak property to perform any core Maintenance of Way work BMWED will consider that action a repudiation of the BMWED/Amtrak collective bargaining agreement and will take all appropriate action under law at our disposal to enforce our collective bargaining agreement.

Yours truly,

Jed Dodd
General Chairman

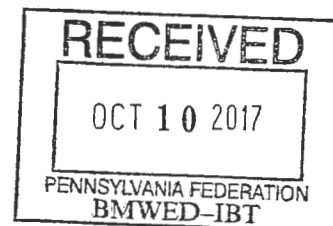
cc Sharon Jindal, Director of Labor Relations
Pennsylvania Federation Joint Protective Board
All Amtrak BMWED General Chairmen
BMWED National Division President Simpson



FEDERAL EXPRESS MAIL # 7703 8245 7221

October 9, 2017

Mr. Jed Dodd
General Chairman – BMWED-IBT
421 North 7th Street, Suite 299
Philadelphia, Pa. 19123



**Re: 02-LCR-21-0917
High Speed Rail Building
& Storage Tracks
Sunnyside Yard - NY**

Dear Mr. Dodd:

This letter is to advise that a contractor will be engaged for this Major Project to construct a new two track High Speed Rail Building and Storage Tracks to service high speed trainsets at Sunnyside Yard. The 100,000 square feet, two-story building will be constructed to the north and west of the existing Acela shop and will be approximately 800 feet long by 65 feet wide with an annex measuring approximately 305 feet by 40 feet.

Electrified Tracks will be constructed to enter the east end of the facility from the North Runner Track. Three electrified storage tracks will be constructed to the west of the facility. Two will originate in the new facility and the third will originate to the west of the existing Acela shop at the east end of what is currently the Hump track. From the originating points, all tracks will extend westward under the Honeywell Street Bridge to the Queens Boulevard Bridge, where they will connect with each other and tie into Eastward Engine Track. The Project also includes demolition of the ramp descending from Honeywell, demolition of the stair tower at Queens Boulevard, construction of a stair tower at Honeywell Street, realignment of the Eastward Engine Track, replacement of 79 crossover, and extending the Eastward Engine Track eastward and connecting it to the North Runner.

The contractor will perform all Civil, Utility, Track Work, Demolition, Structural, Architectural, Plumbing, Fire Protection, HVAC, Controls, Electrical, Industrial Equipment, Communications, Overhead Catenary, Traction Power system, Access Control and CCTV work related to the project above that is not identified as being performed by Amtrak Forces, as outlined below.

The contractor will employ multiple crafts typically involved in a major site-work and building construction project such as: Carpenters, Crane Operators, Electricians, Glaziers, Heavy Equipment Operators, Iron Workers, Laborers, Masons, Painters, Plumbers, Pipefitters, Roofers, Riggers, Sheet Metal Workers, Welders, etc.

*Mr. Jed Dodd
Re: 02-LCR-21-0917
High Speed Rail Building
& Storage Tracks
Sunnyside Yard - NY
Page 2*

Also, the contractor will be required to manage and coordinate disposal of all material from demolition and excavation, which includes Hazmat material and soil, as well as provide and comply with all permit requirements for the project.

The type and number of contractor personnel will vary during each phase of construction. It is estimated that the average daily contractor workers may range from 70 to 180 employees during peak activity. Actual staffing in that regard will be determined by the contractor.

Amtrak forces will perform the following project work:

- All signal construction.
- Install switches in existing track and catenary.
- Perform all realignment of existing track and catenary.
- Make final connections (tie-ins) from track and catenary work constructed by contractor to switches installed by Amtrak forces in existing track.
- Extend the Eastward Engine Track east and connect to the North Runner.
- Perform final connections and terminations for new 60 cycle electrical cable & communication cable (tie-ins) into existing Amtrak substations & communication huts.
- Provide mark out of Amtrak signal cables.
- All third rail construction associated with modifications to existing track.
- Provide inspections, RWP protection, and Electric Traction protection, as required.

The number and specific craft of Amtrak Forces on the project will vary in accordance with the project work being performed. It is anticipated that the Amtrak work force will include Track Supervisors, Track Foremen, Trackmen, Truck Drivers, Machine Operators, ET Gang Foreman, ET Linemen, 3rd Rail Electricians, Signal Supervisors, Signal Maintainers, Maintainer Helpers, Communication Maintainers, and Electronic Technicians. Actual staffing will be at the discretion of the Project Manager.

It is anticipated that the project work will begin by April of 2018, and take approximately three (3) years to complete.

This project requires special skills, certifications, materials, tools, and/or equipment that Amtrak forces do not normally utilize or perform. Thus, it is necessary to retain the services of a qualified contractor that has the expertise, equipment, and necessary qualifications to complete the project in an expeditious manner, as well as to handle Hazmat materials for removal and disposal. In addition, the retention of a qualified contractor to perform the project work allows the Carrier to take full advantage of all available warranties and further guarantee all work and repairs during the warranty period.

Mr. Jed Dodd
Re: 02-LCR-21-0917
High Speed Rail Building
& Storage Tracks
Sunnyside Yard - NY
Page 3

Also, Amtrak forces responsible for this location are fully engaged in the performance of their regularly assigned duties. They cannot continue with their daily functions, as well as undertake and complete this project in the time frame allotted. Nevertheless, Amtrak forces will perform the project work outlined above.

Finally, it is noted that in light of the substantial and extensive nature of the project work with an estimated cost value of approximately \$290 Million, it is considered to be "Major Construction" that falls under the BMW Scope Rule Exception, as stated in Paragraph A. (3). In addition, since Amtrak lacks the available manpower, and inasmuch as the Carrier cannot reasonably hire and train sufficient forces to perform this project work at a reasonable cost within the estimated project time-frame for completion, the work also falls under the BMW Scope Rule Exception, as stated in Paragraph B. (1). It is noted further that the Carrier is not required to piecemeal particular work aspects of major projects.

No Amtrak forces will be furloughed, as a result of this contracting of work.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Sharon Jindal/pmc". The signature is written in black ink and is positioned above the typed name and title.

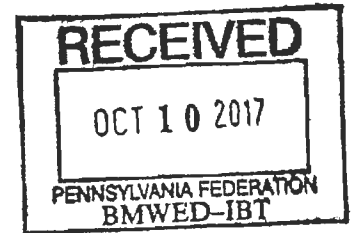
Sharon Jindal
Director - Labor Relations



FEDERAL EXPRESS MAIL # 7703 7071 1945

October 9, 2017

Mr. Jed Dodd
General Chairman – BMWED-IBT
421 North 7th Street, Suite 299
Philadelphia, Pa. 19123



**Re: 06-LCR-10-0917
High Speed Rail Facility
& Storage Tracks
Ivy City - Washington, DC**

Dear Mr. Dodd:

This letter is to advise that a contractor will be engaged for this Major Project to construct a new single track High Speed Rail Facility and Storage Tracks to service high speed trainsets at the Ivy City Maintenance Terminal Yard. The facility will measure approximately 800 feet long by 40 feet wide and will be constructed to the east and south of the existing Acela shop. The two-story office/welfare facilities on the east side of the existing shop will be reconfigured to provide lockers, offices, work stations, as well as other support facilities for the Amtrak employees who will maintain the Tier 3 high speed train sets. A Train Scanner will be constructed to the south of the existing Train Wash Facility requiring site work, new foundations, and utilities. Also, a new communications bungalow will be set in place with the building structure, fit-out, and equipment provided by the trainset manufacturer.

Tracks 12 and 13 will be realigned to accommodate and serve a new S&I Building. The existing Track 27 and the Diesel Storage Tracks will be demolished and replaced with a new, realigned Track 27 and four new Storage Tracks (Nos. 34, 35, 36 and 37). Track 34 will be an eight position Diesel Storage Track, and Tracks 35, 36, and 37 will include overhead catenary, compressed air, and 480 power.

The contractor will perform all Civil, Utility, Track Work, Demolition, Structural, Architectural, Plumbing, Fire Protection, HVAC, Controls, Electrical, Industrial Equipment, Communications, Overhead Catenary, Traction Power system, Access Control and CCTV work related to the project above that is not identified as being performed by Amtrak Forces, as outlined below.

The contractor will employ multiple crafts typically involved in a major site-work and building construction project such as: Carpenters, Crane Operators, Electricians, Glaziers, Heavy Equipment Operators, Iron Workers, Laborers, Masons, Painters, Plumbers, Pipefitters, Roofers, Riggers, Sheet Metal Workers, Welders, etc.

*Mr. Jed Dodd
Re: 06-LCR-10-0917
High Speed Rail Facility
& Storage Tracks
Ivy City - Washington, DC
Page 2*

Also, the contractor will be required to manage and coordinate disposal of all material from demolition and excavation, which includes Hazmat material and soil, as well as provide and comply with all permit requirements for the project.

The type and number of contractor personnel will vary during each phase of construction. It is estimated that the average daily contractor workers may range from 15 to 60 employees during peak activity. Actual staffing in that regard will be determined by the contractor.

Amtrak forces will perform the following project work:

- Install switches in existing track and catenary.
- Perform all realignment of existing track and catenary.
- Make final connections (tie-ins) from track and catenary work constructed by contractor to switches installed by Amtrak forces in existing track.
- Mark out of any signal cables.
- Perform final connections and terminations for new 60 cycle electrical cable & communication cable (tie-ins) into existing Amtrak substations & communication huts.
- Provide inspections, RWP protection, and Electric Traction protection, as required.

The number and specific craft of Amtrak Forces on the project will vary in accordance with the project work being performed. It is anticipated that the Amtrak work force will include Track Supervisors, Track Foremen, Trackmen, Truck Drivers, Machine Operators, ET Gang Foreman, ET Linemen, Signal Maintainers, Communication Maintainers, and Electronic Technicians. Actual staffing will be at the discretion of the Project Manager.

It is anticipated that the project work will begin by April of 2018, and take approximately three (3) years to complete.

This project requires special skills, certifications, materials, tools, and/or equipment that Amtrak forces do not normally utilize or perform. Thus, it is necessary to retain the services of a qualified contractor that has the expertise, equipment, and necessary qualifications to complete the project in an expeditious manner, as well as to handle Hazmat materials for removal and disposal. In addition, the retention of a qualified contractor to perform the project work allows the Carrier to take full advantage of all available warranties and further guarantee all work and repairs during the warranty period.

*Mr. Jed Dodd
Re: 06-LCR-10-0917
High Speed Rail Facility
& Storage Tracks
Ivy City - Washington, DC
Page 3*

Also, Amtrak forces responsible for this location are fully engaged in the performance of their regularly assigned duties. They cannot continue with their daily functions, as well as undertake and complete this project in the time frame allotted. Nevertheless, Amtrak forces will perform the project work outlined above.

Finally, it is noted that in light of the substantial and extensive nature of the project work with an estimated cost value of approximately \$90 Million, it is considered to be "Major Construction" that falls under the BMW Scope Rule Exception, as stated in Paragraph A. (3). In addition, since Amtrak lacks the available manpower, and inasmuch as the Carrier cannot reasonably hire and train sufficient forces to perform this project work at a reasonable cost within the estimated project time-frame for completion, the work also falls under the BMW Scope Rule Exception, as stated in Paragraph B. (1). It is noted further that the Carrier is not required to piecemeal particular work aspects of major projects.

No Amtrak forces will be furloughed, as a result of this contracting of work.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Sharon Jindal
Director - Labor Relations

Proposed Special Board of Adjustment

AGREEMENT

BETWEEN

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
DIVISION - IBT RAIL CONFERENCE
(hereinafter referred to as the Union)**

AND

**NATIONAL RAILROAD PASSENGER CORPORATION
(AMTRAK) - NORTHEAST CORRIDOR
(hereinafter referred to as the Carrier)**

IT IS AGREED:

1. There shall be established a Special Board of Adjustment, in accordance with the provisions of the Railway Labor Act, as amended, which shall be known as the 2018 AMTRAK/BMWED Special Board of Adjustment, hereinafter referred to as the Board. This Board shall have jurisdiction provided for under Section 3 First and Second of the Railway Labor Act to decide the issues listed on Attachment "A".

2. The Board shall consist of three members. One member shall be selected by the Carrier and shall be known as the "Carrier Member". One member shall be selected by the Union and shall be known as the "Employee Member". The third member, who shall be Chairman of the Board shall be a neutral person, unbiased as between the parties. The Carrier Member and the Employee Member may be changed at any time by the respective parties designating them. _____ is designated by the Carrier as the Carrier Member of the Board. Jed Dodd is designated by the Union as the Employee Member of the Board.

3. The Carrier and Employee Members shall confer within five (5) days after the date of this Agreement for the purpose of selecting the Neutral Member of the Board. If the party members agree upon the Neutral Member and the person so agreed upon accepts the appointment, then such person shall serve as Chairman of the Board. If, within the two (2) days after such first conference, the party members fail to agree upon the Neutral Member, either party member may request the National Mediation Board to expeditiously provide a list of fifteen (15) potential Arbitrators who are members of the National Academy of Arbitrators and who have not previously been an employee of a rail carrier or railroad labor organization from which the parties shall choose the Arbitrator by alternately striking names from the list, which first strike to be allocated to a party by a coin toss. Neither party shall oppose or make any objection to the NMB concerning a request for such a panel nor shall they do anything to delay the striking process. In the case of a vacancy on the Board, with respect to either the neutral or partisan members, the vacancy shall be filled in the same manner as the original selection.

4. The compensation and expenses of the Carrier Member shall be borne by the Carrier. The compensation and expenses of the Employee Member shall be borne by the Union. The compensation and expenses of the Neutral Member and all other expenses shall be borne half by the Carrier and half by the Union.

5. The Board shall establish rules of procedure not inconsistent with the provisions of this Agreement. The Board shall meet within forty-five (45) days from the appointment of the Arbitrator in Philadelphia, Pennsylvania to hear the dispute before it.

6. The parties shall, by electronic delivery in a Portable Document Format (PDF) exchange submissions and furnish a copy to the Neutral Member fifteen (15) days prior to the hearing. Each party is charged with the duty and responsibility of including in its initial written submission all known argument and evidence upon which it intends to rely. Rebuttal submissions, including any rebuttal evidence in exhibit form, will be exchanged by electronic delivery, seven (7) days before the hearing or on any other date directed by the Neutral in conference with the parties. Rebuttal evidence may be presented only in direct rebuttal of affirmative evidence presented by the opposing party. Rebuttal evidence not meeting that direct rebuttal requirement shall not be considered by this Board. The hearing on the matter will be based upon the parties' submissions and oral argument. No arguments or evidence may be raised at the hearing unless previously raised in one of the parties' submissions; except that the Neutral may request additional information necessary for the adjudication of the issue identified in Attachment "A".

7. The Board shall make findings and render an award in the case submitted to it within thirty (30) days after the issues are presented to the Neutral. Any two (2) members of the Board shall be competent to render an award. Findings and award shall be in writing and copies shall be furnished to the respective parties to the dispute.

8. Awards of the Board shall be final and binding on the parties, subject to the provisions of the Railway Labor Act, as amended by Public Law 89-456, and if in favor of the Union shall direct the carrier to comply within fifteen (15) days of the date of the Award. The resolution of this dispute is without prejudice or precedent to the parties' respective positions as to the appropriate forum to resolve similar disputes.

9. This Board is not empowered and has no jurisdiction to act or decide the dispute as an "interest arbitration" board. The Board shall not have the authority to add contractual terms or to change existing agreements governing rates of pay, rules and working conditions.

10. The Board hereby established shall continue in existence until it has disposed of the dispute(s) submitted to it under this Agreement, after which it will cease to exist. In case a dispute arises involving an interpretation or application of the award, the Board, upon request of either party, shall interpret the award in light of the dispute. If the Board has ceased to exist, the request for an interpretation must be made within one hundred eighty (180) days of the date of the award and the Board will convene for the sole purpose of rendering an interpretation.

Signed this _____ day of March 2018.

FOR:
BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES DIVISION - IBT
RAIL CONFERENCE

Jed Dodd
General Chairman

FOR:
NATIONAL RAILROAD PASSENGER
CORPORATION (AMTRAK)
NORTHEAST CORRIDOR

Director of Labor Relations

Approved:

Freddie N. Simpson
President - BMWED

Attachment A

Dispute 1

Does the May 19, 1976 Agreement, as amended, allow the Carrier to contract out the track inspection, maintenance, construction and repair work outlined in the Carrier's November 24, 2017 Letter (02-LCR-20-0917) without the written concurrence of the General Chairman?

If the answer is No, what shall the remedy be?

Does the May 19, 1976 Agreement, as amended, allow the Carrier to contract out the inspection, maintenance construction and repair of third rail systems and electric traction catenary system work outlined in the Carrier's November 24, 2017 Letter (02-LCR-20-0917) without the written concurrence of the General Chairman?

If the answer is No, what shall the remedy be?

Dispute 2

Does the May 19, 1976 Agreement, as amended, allow the Carrier to contract out the track inspection, maintenance, construction and repair work outlined in the Carrier's October 9, 2017 Letter (06-LCR-10-0917) without the written concurrence of the General Chairman?

If the answer is No, what shall the remedy be?

Does the May 19, 1976 Agreement, as amended, allow the Carrier to contract out the inspection, maintenance construction and repair of third rail systems and electric traction catenary system work outlined in the Carrier's October 9, 2017 Letter (06-LCR-10-0917) without the written concurrence of the General Chairman?

If the answer is No, what shall the remedy be?

Dispute 3

Does the May 19, 1976 Agreement, as amended, allow the Carrier to contract out the track inspection, maintenance, construction and repair work outlined in the Carrier's October 9, 2017 Letter (02-LCR-21-0917) without the written concurrence of the General Chairman?

If the answer is No, what shall the remedy be?

Does the May 19, 1976 Agreement, as amended, allow the Carrier to contract out the inspection, maintenance construction and repair of third rail systems and electric traction catenary system work outlined in the Carrier's October 9, 2017 Letter (02-LCR-21-0917) without the written concurrence of the General Chairman?

If the answer is No, what shall the remedy be?