

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)**

and their representative

**PASSENGER RAIL LABOR BARGAINING COALITION
(PRLBC)**

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"), and their joint representative the Passenger Rail Labor Bargaining Coalition ("PRLBC") and its members (collectively referred to as the "Parties"), is entered into in accordance with Sections 7 and 8 of the Railway Labor Act ("RLA"), 45 U.S.C. §§ 157, 158, 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 ; 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; and the PRLBC has been designated by its members BMWED and BRS as their joint representative for purposes of collective bargaining of the pending notices under Section 6 of the RLA, 45 U.S.C. § 156.

WHEREAS, Amtrak, BMWED, BRS, and the PRLBC on behalf of the BMWED and the BRS (collectively "Organizations") are in dispute over proposed changes in rates of pay, rules and working conditions noticed by the Parties in accordance with Section 6 of the RLA, 45 U.S.C. § 156, as follows: BMWED, December 1, 2009; BRS, January 1, 2010 and February 25, 2010; PRLBC, April 7, 2010;

WHEREAS, following conferences among the Parties held at various times and places including and between May 14, 2010 and February 13, 2012 in accordance with RLA Section 2, Second, 45 U.S.C. § 152, Second, the Parties submitted a joint request for mediation by the National Mediation Board ("NMB") on March 13, 2012, which was docketed by the NMB as Case Number A-13638;

WHEREAS, among other contacts between the Parties, multi-day mediation sessions were held under the supervision of Mediator James Mackenzie at various dates in 2012 and 2013;

WHEREAS, at the July 16-17, 2013 mediation session led by NMB Chair Linda A. Puchala, the Parties committed to explore the possibility of resolving their disputes through the arbitration processes of Sections 7 and 8 of the RLA, 45 U.S.C. §§ 157, 158.

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

1. The controversy between the Parties, described more specifically below, is hereby submitted to a Board of Arbitration ("Board")

for decision consistent with the terms of this Submission Agreement under the provisions of the RLA, 45 U.S.C. §§ 157, 158.

Composition of the Board and Arbitrator Selection

2. The Board shall consist of three (3) neutral members, 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.

3. The Parties shall attempt to agree to the composition of the Board through mutual agreement. If agreement over the Board's selection is not reached within ten (10) calendar days after this Agreement becomes effective, then the Board shall be chosen by the procedure prescribed in Section 7, Second (a) of the RLA, 45 U.S. C. § 157 Second (a), as modified herein.

4. If two Board members are chosen by the Parties according to the procedure of Section 7, Second (a) of the RLA, 45 U.S. C. § 157 Second (a), the neutral members shall not be told whether they were selected by the Carrier or the Organizations, and shall not be regarded as partisan members of the Board. The two neutral arbitrators shall select a third arbitrator, who shall serve as the neutral Chair of the Board, from a consolidated list prepared by the Parties, as follows. No later than five (5) days after the Parties select the two neutral arbitrators, each Party shall provide the other with a list of five (5) proposed 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 neutral arbitrators 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 will have up to three (3) days to each unilaterally strike three (3) persons from the other Party's exchanged list. The two neutral arbitrators will be provided a list of the remaining candidates, and shall not be told which Party suggested which persons on the list. Within five (5) days, the two neutral arbitrators shall select from the list a third arbitrator, who shall serve as Chair of the Board.

5. In the event any 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 4 above.

The Controversy

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

In full settlement of the controversy between the Parties arising from the outstanding Section 6 Notices described above and other proposals advanced by the Parties during direct negotiations and mediation of the disputes docketed with the NMB as Case Number A-13638, what shall be the terms and the duration of the successor agreements to:

(A) the agreement between Amtrak and the BMWED covering the Northeast Corridor, as amended, and known as the Northeast Corridor Agreement;

(B) the agreement between Amtrak and the BMWED covering the remainder of the Amtrak system, known as the Corporate / Off-Corridor Agreement; and

(C) the agreement between Amtrak and the BRS covering the system, known as the Wage and Rule Agreement, effective March 1, 2007?

Authority of the Board

7. 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.

8. Board members may participate in mediation. They may also meet separately and engage in ex parte discussions with the Parties and their counsel, if (a) the Board deems such discussions as appropriate and useful for the purpose of facilitating voluntary settlement of the disputes, and (b) such contacts or series of contacts are expressly authorized in

advance by the parties. Compromise offers made during such discussions, or informal or confidential proposals made earlier during conferences or mediation, shall not be admissible at the hearing or otherwise included in the record of this case, unless their presentation is consented to by all parties, as evidenced by notice to and consent by the opposing party prior to submission in evidence.

9. 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. Upon compliance with paragraph 21 below, 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.

10. The Board shall be empowered to establish its own rules of procedure consistent with this Agreement and Sections 7 and 8 of the RLA, and to designate the time and place of the hearing. It shall have all authority necessary to give the Parties a full, fair and orderly hearing.

Hearing and Scheduling

11. The Board shall begin its hearings within forty-five (45) days after the Chairman 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, for implementation of agreements on or before January 1, 2014 (with retroactive provisions, if any, as determined by the Board).

12. 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.

13. Subject to rules established pursuant to paragraph 14 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. The Board shall retain the rights under Section 7, Third (h) of the RLA to compel the production of witnesses and documents.

14. The Board of Arbitration shall establish procedural schedules and rules for the pre-hearing exchange 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.

15. All witnesses shall be subject to cross-examination which, at the Chairman'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.

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

17. The Chairman or a majority of the Board, as appropriate, may determine all objections to testimony and other questions relating to the admissibility of evidence.

18. A verbatim transcript of record shall be made of all testimony and argument at the hearing by a court reporter, whose fee shall be divided between the Parties.

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

Timing and Conclusiveness of Award

20. 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, shall be filed promptly in the Clerk's Office of the United States District Court for the District of Columbia. A certified copy of the award,

and the papers and proceedings, including testimony relating thereto, shall also be furnished to the National Mediation Board, to be filed in its office. Thereupon, the Board's award and proceedings shall constitute the full and complete record of the arbitration.

21. When filed as provided herein, 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, and a provision so stating shall be included in the award. The Parties shall faithfully execute the award which, together with changes in rates of pay, rules or working conditions otherwise agreed to, shall modify or amend the Parties' existing collective bargaining agreements.

22. Any controversy that arises over the initial implementation of the Board's award and the meaning or application of the provisions of the Board's award as related to such initial implementation shall be referred to the Board of Arbitration within ninety (90) days of issuance of the award, and the Board shall at once reconvene upon notice from the Mediation Board of the existence of such controversy. The reconvened Board's authority shall be confined to ruling on the questions relating to the initial implementation of the Board's award and the meaning or application of the provisions of the Board's award as related to such initial implementation and such questions shall be submitted by the party or parties in writing. The ruling shall be acknowledged by the Board and filed in the same district court clerk's office as the original award and shall become a part thereof.

Costs and Fees

23. The Parties shall bear equally the compensation of all members of the Board of Arbitration. The fees and expenses of witnesses shall be paid by the Party calling them.

24. Other costs of the arbitration shall be borne in equal shares by the Parties, including but not limited to, the cost of the transcript, cost of the hearing room and related facilities, fees for filing the award and related documents in Federal court and obtaining certifications thereof.

Binding Nature of Agreement; No Unilateral Revocation

25. This Agreement shall not be revoked unilaterally by either Party; provided that it may be revoked and canceled at any time with the written consent of both Parties signed by their accredited representatives and delivered to the Board of Arbitration after it has been constituted and, if it has not, then to the Mediation Board or any member thereof. One or more of the disputes and questions submitted for decision may be withdrawn from arbitration by mutual consent at any time before the Board of Arbitration renders its award by furnishing notice to the Board in the manner prescribed by this paragraph.

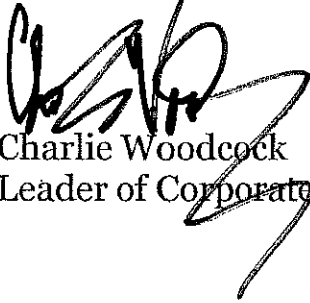
Conclusion

This Agreement embodies the entire agreement and understanding of the Parties to arbitrate their controversy over noticed changes in existing agreements, specifically, (a) the agreement between Amtrak and the BMWED covering the Northeast Corridor, as amended, and known as the Northeast Corridor Agreement, (b) the agreement between Amtrak and the BMWED covering the remainder of the Amtrak system, known as the Corporate / Off-Corridor Agreement, and (c) the agreement between Amtrak and the BRS covering the system, known as the Wage and Rule Agreement, effective March 1, 2007.

A copy of this Agreement and any amendment thereto shall be filed in the office of the Mediation Board. 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 6th day of September, 2013 in Washington, D.C.

FOR NATIONAL RAIL PASSENGER CORPORATION:



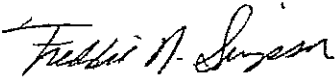
Charlie Woodcock
Leader of Corporate Labor Relations

FOR PASSENGER RAIL LABOR BARGAINING COALITION:




Jed Dodd
Chairman

FOR BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES:




Freddie N. Simpson
President



Thomas. J. Nemeth
General Chairman, CRSF



Jed Dodd
General Chairman



Dale E. Bogart
General Chairman

Louis Below
Louis Below
General Chairman

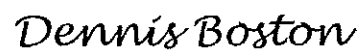
Haywood Granier
Haywood Granier
General Chairman

Dennis Albers
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