In The Matter Of:

IN THE MATTER OF AMTRAK AND
PRLBC

ARBITRATION HEARING

Vol. 6
January 16, 2014
### ON BEHALF OF THE PASSENGER RAIL LABOR BARGAINING COALITION (PRLBC):

<table>
<thead>
<tr>
<th>Witness</th>
<th>Testimony</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas Roth</td>
<td>Direct examination by Mr. Wilder</td>
<td>1271</td>
</tr>
<tr>
<td></td>
<td>Cross-examination by Mr. Reinert</td>
<td>1279</td>
</tr>
<tr>
<td>Bruce Pohlot</td>
<td>Direct examination by Mr. Fritts</td>
<td>1285</td>
</tr>
<tr>
<td></td>
<td>Cross-examination by Mr. Wilder</td>
<td>1305</td>
</tr>
<tr>
<td></td>
<td>Redirect examination by Mr. Fritts</td>
<td>1315</td>
</tr>
<tr>
<td></td>
<td>Recross-examination by Mr. Wilder</td>
<td>1316</td>
</tr>
<tr>
<td></td>
<td>Further recross by Mr. Wilder</td>
<td>1328</td>
</tr>
</tbody>
</table>

### ON BEHALF OF NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK):

<table>
<thead>
<tr>
<th>Witness</th>
<th>Testimony</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Woodcock</td>
<td>Direct examination by Mr. Reinert</td>
<td>1334</td>
</tr>
<tr>
<td></td>
<td>Cross-examination by Mr. Wilder</td>
<td>1352</td>
</tr>
<tr>
<td></td>
<td>Recross-examination by Mr. Reinert</td>
<td>1365</td>
</tr>
<tr>
<td>Dennis Boston</td>
<td>Direct examination by Mr. Wilder</td>
<td>1370</td>
</tr>
</tbody>
</table>

### EXHIBITS MARKED AND ADMITTED

<table>
<thead>
<tr>
<th>Number</th>
<th>Name</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-13638</td>
<td>NMB NO. A-13638</td>
<td>(Exhibits premarked)</td>
</tr>
</tbody>
</table>

### PROCEEDINGS

Mr. Wilder: Mr. Chairman, Members of the Board, yesterday the Arbitration Board directed certain questions to our economic expert, Thomas R. Roth. And Mr. Roth has performed supplemental work, which I would like him to describe to the Board in this way.

First, to restate for the record what question he was asked by the Board, and, therefore, what question he's answering.

Second, to identify which of his exhibits were affected by this question. And then to say what it is that he's going to say.

**ARBITRATOR JAFFE:** That's fine. We need to remind you you're still under oath. We don't have to swear you back in.

**THE WITNESS:** Understood, Mr. Chairman.

**ARBITRATOR JAFFE:** Thank you very much.

Thereupon,

**THOMAS ROTH**

Recalled for examination by counsel for the PRLBC, having been previously duly sworn, was
examined and testified as follows:

DIRECT EXAMINATION

THE WITNESS: Good morning, gentlemen.

Before I get to the inquiry that was made of me by the Chairman, I would direct your attention to Roth Exhibit No. 83 updated.

And yesterday, Tom Rand had revised some of his valuations of the savings associated with the PRLBC's proposal on healthcare, somewhat of a moving target in a sense that Mr. Rand and his colleague, Matt Quaid, had done some additional investigation with the prescription drug folks and had revised their estimates.

You should know that at no time during negotiations or mediation was there any quarrel between me or Matt Quaid and his associates in developing these evaluations of savings or costs associated with respect to health insurance issues before this Board.

And so to that end, I wanted to update 83 so I could incorporate Tom Rand's new estimates that he offered yesterday in his Exhibits 410 through 412.

My point is that the conclusion that I drew based upon the older data would not change. And I think -- still think it's a wash with respect to the opportunity costs that both parties have endured or incurred over the course of the delay in getting a resolution to this dispute.

And if you will indulge me just a moment, Mr. Chairman. You asked me a question about the effect on opportunity cost an award, hypothetically, would have if the -- if certain general wage increases were -- effective dates of general wage increases, if you deferred them to the same degree that you deferred the effective date of the savings associated with the health insurance concessions, then clearly you could solve for the opportunity cost incurred by the Carrier.

But what I had said yesterday I think holds true, that that would not account for the delay in implementation of the wage increases and the opportunity costs associated with that.

And obviously, that hypothetical approach would resolve the opportunity cost problem for the Carrier, but the opportunity costs suffered by the employees would linger.

So that's what I am suggesting, that what I show on Exhibit No. 83 is a wash if effective dates are maintained under -- with respect to general wage increases, under the patterns set by the national freight agreement.

And I'm hopeful that that satisfied your question to me.

ARBITRATOR JAFFE: It responded. You bet.

THE WITNESS: Okay.

ARBITRATOR JAFFE: Thank you.

THE WITNESS: And the second chore here, and I'll drill down on this. This relates to Roth Exhibit No. 46.

And you will recall that there was a -- this was the exhibit where I was calculating the impact on the Amtrak P&L statement under the five-year plan following the extension of the national freight agreement to all employees, organized employees on the system.

And there was a worksheet which dealt with the wage portion of the application of the me-too increases were moved so as to account mathematically for the delay in realizing the health insurance savings associated with the PRLBC's proposal, which is a replication of a freight timing of those changes.
$19,996,000, which was that last number in the right-hand column of that table. So I have offered a worksheet here that should be before you that calculates or recalculates the 2014 terminal wage cost. And so this is how that worked.

If you go to the -- if you'll note on page 2 of the Exhibit 46, and you'll see that the PRLBC projected wage cost in 2014, this would be the payroll following the application of the PRLBC proposal to its group only. That would be $203.4 million.

In that -- so that's the second statistic -- second number on the worksheet. The number before that is the projected wage base for the BRS and BMWED group, which was calculated by the Employer in 2014 which was 199.7 million.

And to that number, I added the 1.5 percent. So when you add the 1.5 percent, you get what is the -- a full year of expense, what we call the outgoing -- going out expense or the terminal value in 2014.

Now, the difference between those two numbers is $688,000. And that is an increase of three-tenths of a percent.

So the three-tenths of a percent, when you apply it to the systemwide wage and salary line items that is published -- or was published in the testimony of Mr. Stadtler in this record for 2014, you get $3.3 million. And that is the terminal cost of the 1 and a half percent under the Amtrak proposal.

So if you take what was otherwise the incremental cost of applying the Brotherhood's proposal in 2014 of $19,996,000, and you subtract from that number the $3.3 million -- you subtract it because when you include the 1 and a half percent, the differences between the parties on a terminal value, or going out value, basis shrinks.

So you subtract that number from in $19,996,000 number, and you get the terminal cost of $16.7 million.

You see that in the worksheet. To that, I add the variable expense of 20 percent. That's the variable benefit rate that is used in the analysis and consistent with, of course, the worksheet prepared by Amtrak. And that gets you back up to the $19,996,000.

Now remember yesterday, I said that was a coincidence. It's a coincidence because the difference in 2014, when you include the 1.5 percent, happens to be about equal to the variable benefit rate.

And that's why we end up back at the 19.9 or $20 million going out difference between the applying the Amtrak proposal or applying the national freight agreement in the out years.

But that number then shows up, as you have heard, in the page 4, what was page 5, but now page 4 of the exhibit. And you can see that $20.3 million in 2015 and then it going out.

So that's the derivation of the $20 million incremental difference between applying the Amtrak proposal or the Brotherhood's property in the year's 2014 and beyond.

Now, the same assumptions, I think, are built in here, which is that you're not counting the 3 percent that's --

THE WITNESS: Correct.

ARBITRATOR JAFFE: -- that's "conditional" for 2015.

THE WITNESS: Exactly.

ARBITRATOR JAFFE: That's fine.

THE WITNESS: I mean, and we can revisit that again, but you recall my testimony that I can --

ARBITRATOR JAFFE: I wasn't looking to revisit.

I was looking to clarify that the number excludes it. That's all.

THE WITNESS: There's no assumption for what the Amtrak sub-unions will do in 2015 --
ARBITRATOR JAFFE: Got it.

THE WITNESS: -- when their agreement is amendable.

ARBITRATOR JAFFE: Fair enough. Thank you.

THE WITNESS: Anything else, Mr. Wilder?

MR. WILDER: No. We're prepared to pass the witness.

ARBITRATOR JAFFE: Okay.

CROSS-EXAMINATION

BY MR. REINERT:

Q    Given Mr. Jaffe's last question, it obviates any need for me to cross-examine you about the calculation of the terminal wage. Okay. So we can put that one aside.

With respect to Roth Exhibit 83, I'm assuming you derived these numbers from Amtrak Exhibit 412, or you updated these numbers to reflect Exhibit 412.

A    Maybe we can pull that up.

Q    I can't read that, Mr. Reinert.

BY MR. REINERT:

Q    We'll get it bigger.

BY MR. REINERT:

Q    Well, yeah -- no, no, no. And I think if you look at the numbers, if you add the drug side, I think it's going to mean your bottom line numbers go up to about 20 percent. But I want you to take a -- why don't you take a moment to look at Amtrak 412 in hard copy?

ARBITRATOR JAFFE: That's fine.

BY MR. REINERT:

Q    And rather than redo the exhibit, if you could just give us a, you know, a quick and dirty of what impact that would have, that would be helpful.

A    Yeah. I apologize. This is what I get for doing this late at night.

BY MR. REINERT:

Q    It's a hard schedule on all. That's okay.

A    I don't see them, but you're correct.

Q    Okay. And Amtrak 412, that's the column for medical savings. To the right, there's a column for drug savings.

Do you see that on the document?

A    Yes. Well, I know it's there, yes.

Q    You know it's there.

Simple question. You have incorporated the Amtrak calculation of the time value of the health insurance savings, but you have not done that with respect to the drug savings?

A    I intended to do it with both.

Q    Okay.
If you want to just give us a number or --

we have no objection just if you want to redo this
and submit it after close.

ARBITRATOR FISHGOLD: That's fine.

THE WITNESS: That would probably be --

ARBITRATOR FISHGOLD: Yeah.

THE WITNESS: -- most efficient, rather
than take important time now to do that.

MR. REINERT: Right.

ARBITRATOR JAFFE: That's fair.

MR. REINERT: And I appreciate it.

THE WITNESS: Okay.

MR. REINERT: And I just want to echo the
sentiment you said, that in the course of mediation,
there was no disagreement between you and our folks
on the medical care costs, and we appreciate that.

THE WITNESS: Yeah. And Charlie Woodcock
gave me full access to Matt Quaid and his associates
in meetings that -- where we discussed the
methodologies and the development numbers, and I was
satisfied.

MR. REINERT: Thank you.

(Witness stood down.)

ARBITRATOR JAFFE: I assume no further
direct from the fact that Mr. Roth has left the
stand; right?

We're all in good shape as well.

Thank you again.

MR. ROTH: Oh, sorry.

ARBITRATOR JAFFE: No, it's fine.

You made an assumption that turned out to
be absolutely correct, which is that no one had any
additional questions for you.

MR. WILDER: That would conclude this
morning's presentation for the Organization.

ARBITRATOR JAFFE: That's fine.

MR. WILDER: Subject to rebuttal.

ARBITRATOR JAFFE: Of course.

Were you ready to proceed? Did you need a
few moments?

MR. REINERT: We're ready to proceed.

We're going to call Bruce Pohlot, and
going to subcontract this.

Mr. Fritts.

ARBITRATOR JAFFE: And as with similar
witnesses, I need to remind you you're still under
oath, Mr. Pohlot.

We don't have to swear you back in again.

THE WITNESS: Yes. I understand.

ARBITRATOR JAFFE: Thank you, sir.

Thereupon,

BRUCE POHLOT

Recalled for examination by counsel for
the Carrier, having been previously duly sworn, was
examined and testified as follows:

DIRECT EXAMINATION

BY MR. FRITTS:

Q  Mr. Pohlot, good morning.

A  Good morning.

Q  Since your testimony on Monday, have you
and your team researched the answers to questions
that were asked by the Board and by Mr. Wilder
during cross-examination in your testimony on
Monday?

A  Yes, we have.

Q  If we could turn to the next slide.

I believe the question at the top of Slide
2 reflects a question that was asked by the Board,
which is of all of the employees trained in 2012 and
2013 in each of the five classifications that are
reflected on the chart below, how many had vacated
the position after six months but before one year?

A  Yes. Taking the information from Slide, I
believe it was 10 of my testimony, and adding the
two columns over on the right, which basically
depict vacating a position after six months and the
additional positions vacated prior to the end of 12
months, you come up with a number of people that
have vacated the position between the six and the
one year.

So for example, if we take track foreman
from 2013. We had ten vacated after six months and the
one additional person prior to the end of the year
for a total of 11.

Q  And that's of the 62 who were trained as
track foremen, going to the column immediately to
the left of the 10.

A  That is correct.
IN THE MATTER OF AMTRAK AND
PRLBC ARBITRATION HEARING - Vol. 6
January 16, 2014

Page 1287

1 Q There is an asterisk with respect to all
2 of the 2013 dates.
3 Q Can you explain that asterisk in terms of
4 the training completion being less than 12 months?
5 A Well, right. That was relative to the
6 vacancy of prior to the end of the year.
7 Q In other words, do you know yet if there
8 was training in 2013 for these classifications?
9 A Do you know yet the extent to which those
10 positions would have been vacated up to a year at
11 this point depending on when the training occurred
12 in 2013?
13 Q I'm sorry. You have to --
14 Q Do you follow my question?
15 A No.
16 Q Let me just give you an example to make it
17 clear.
18 Let's assume that there was an employee
19 who was trained as a track foreman in March of 2013.
20 A Yes.
21 Q Do you yet know whether that position has
22 been vacated in less than a year?
23 A No.

Page 1288

1 Q Not.
2 Q Okay. Let's now move to Slide 3.
3 MR. WILDER: I'm sorry, Mr. Chairman.
4 A I don't understand what's going on here.
5 A I thought the question had to do with an
6 individual being trained in 2013, and whether the
7 question that the Board posed of Mr. Pohlot can be
8 answered accurately according to data that are
9 available to the Carrier.
10 Q But I surely did not understand the
11 answer.
12 MR. FRITTS: If I could answer maybe just
13 by proffer of an explanation of the data.
14 A ARBITRATOR JAFFE: Yeah. I was going say
15 we -- there's some lack of clarity, at least from
16 our end of the table, on what we heard.
17 A And while I would be happy to take a
18 a proffer, I suspect a quick question to Mr. Pohlot,
19 if that's okay, may clean this up.
20 MR. FRITTS: Okay.
21 A ARBITRATOR JAFFE: Mr. Pohlot, if you look
22 at -- let's start with the track foreman just

Page 1289

1 because it's on the top. No other particular
2 reason.
3 Q THE WITNESS: Yes.
4 A ARBITRATOR JAFFE: Maybe if we could
5 understand what that line represents or that row
6 represents that will probably clean things up a
7 little.
8 A ARBITRATOR FISCHGOLD: For 2013?
9 A ARBITRATOR JAFFE: I'll start in 2012.
10 So we have positions filled, and it says
11 245?
12 A THE WITNESS: Correct.
13 A ARBITRATOR JAFFE: So those are the number
14 of -- if you took a snapshot census wise on whatever
15 date you looked at in 2012, that's the number of
16 positions that are actually, not only on the plans,
17 but actually filled.
18 Q You have got incumbents working in them.
19 A THE WITNESS: That is correct.
20 A ARBITRATOR JAFFE: Okay. And then it
21 says, Qualified, not in positions.
22 Q Those are folks who have previously

Page 1290

1 qualified to be a track foreman but who were working
2 in some other position?
3 A THE WITNESS: That is correct.
4 A ARBITRATOR JAFFE: And are those all lower
5 graded, or is it a mix of lower and either lateral
6 or higher grade?
7 Q THE WITNESS: Where the person actually is
8 at the time?
9 A ARBITRATOR JAFFE: The 97, yes, sir.
10 A THE WITNESS: I cannot answer that.
11 A ARBITRATOR JAFFE: Fair enough.
12 Vacancies are the difference between the
13 filled and those that you have got on the staffing
14 chart as open, the 271?
15 A THE WITNESS: Correct.
16 A ARBITRATOR JAFFE: Same as we talked about
17 last time, I believe.
18 A THE WITNESS: Right.
19 A ARBITRATOR JAFFE: And then we have
20 positions trained. 31 represents the number of
21 human beings in 2012 --
22 A THE WITNESS: Correct.
ARBITRATOR JAFFE: -- who were trained to
become a track foreman.

THE WITNESS: That is correct.

ARBITRATOR JAFFE: Okay. And then the,
Vacated after 11 months, does that column relate --

ARBITRATOR FISHGOLD: You mean six?

ARBITRATOR JAFFE: After six months. I'm
sorry. I misread it. Thank you.

Does that relate to 11 out of the 31?

THE WITNESS: No.

ARBITRATOR JAFFE: No.

THE WITNESS: That relates to the 11 out
of the total group.

ARBITRATOR JAFFE: Okay. When it says,
Vacated after six months, does that mean six months
after they first became qualified?

THE WITNESS: I would actually have to
verify that.

ARBITRATOR JAFFE: Because that was the
question, essentially, that was submitted by the
proposed rule change; right?

THE WITNESS: Yes, it would.

ARBITRATOR JAFFE: Okay.

THE WITNESS: I just would have to verify
it.

ARBITRATOR JAFFE: Okay. We simply needed
to understand.

And then the question becomes, Additional
vacated by the 12th month. I'm not sure what that
means since 11 was supposed to capture everybody
after six months.

I'm not sure what, Vacated by the 12th
month means.

THE WITNESS: For the period, as a
snapshot in time.

ARBITRATOR JAFFE: Right.
IN THE MATTER OF AMTRAK AND
PRLBC

ARBITRATION HEARING - Vol. 6
January 16, 2014

THE WITNESS: Well, the snapshot that we
took was in October, I believe the end of October.

ARBITRATOR JAFFE: Okay.

THE WITNESS: So we could actually work
back from there.

ARBITRATOR JAFFE: Fair enough.

THE WITNESS: So from the -- prior to the
end of the 12th month would be the end of October,
and then it was just ... 

ARBITRATOR JAFFE: Got it.

Did you have something else you wanted to
pose?

ARBITRATOR DAS: No. I just want to
clarify.

Using 2012 -- because in a sense that's an
easier year to understand the exhibit by because we
don't have the problems of 2013.

Am I right then when you say, Vacated
after six months, 11 of the -- 11 track foreman,
does that mean right on the six -- as soon as the
six months was up, they vacated?

THE WITNESS: In that 30-day period.

ARBITRATOR DAS: In the 30-day period.

And then the others are in the seventh
through 12th month.

THE WITNESS: Right.

ARBITRATOR DAS: Okay. Thank you.

ARBITRATOR JAFFE: All right. And the
last piggyback before we turn it back over.

And I apologize for the length of the
interruption, Mr. Fritts.

So you're actually losing -- if the
confirmation confirms your belief -- and I
understand you need to double check -- you're
actually losing 50 percent to three-quarters of the
people you train in a year in each of these jobs?

THE WITNESS: On verification, that is
correct.

ARBITRATOR JAFFE: Okay. Happy to turn it
back over to you, at your convenience, Mr. Fritts.

MR. FRITTS: Is the Board clear?

I understand there was some confusion, and
maybe that has resolved. But was there confusion
lingering on the 2013 data?

Is that something that the Board needs
clarification on?

ARBITRATOR JAFFE: I don't think so,
subject to confirmation by Mr. Pohlot because he
wasn't 100 percent certain --

MR. FRITTS: Okay.

ARBITRATOR JAFFE: -- that the numbers
reflect -- the vacancy numbers reflect only those
who had been most recently trained in that as
opposed to from the position generally.

MR. FRITTS: Okay.

BY MR. FRITTS:

Q    Mr. Pohlot, why do you believe that
employees are vacating positions after six months?

A    Well, I -- it's a known fact that
employees get on as many rosters as possible to get
their seniority date giving them flexibility in
their career to jump around from position to
position.

Q    If you could now turn to the next slide,
Slide 3, which is Slide 10 of your testimony.

A    It is not a cumulative number.

It is a number if we have -- by example,
if there's a vacant position in April, and it's not
filled, and we readvertise it two or three times, it
is counted as one vacancy.

Q    Okay, let's move on to Slide 4.

And I'm using, again, the same 42 foremen
vacancy number from 2013. And this is, I believe,
the answer to the question you just gave.

Is that correct?

A    That is correct.

Q    Okay. Okay. Let's move on to Slide 5.

These, I believe, are all questions that
were asked during your cross-examination by

Min-U-Script®
1 Mr. Wilder.
2 Let's just start with the first.
3 And we're referring back, again, to your
4 testimony, Slide 10, that was listing 86 qualified
5 crane operators as working out of class in 2013.
6 Do you know how many of those were working
7 as foremen?
8 A Yes.
9 We had previously filtered out -- or we
10 thought we had filtered out anyone working in a
11 class who were a grade above that of the operator
12 because it's a moving target on our advertisements
13 and abolishment.
14 One position got by us.
15 So to answer the question, there was one
16 person who was working in a higher class at the
17 time, and that was an equipment repairman.
18 He slipped through.
19 Q Okay. And then moving to the next
20 question, of the ten crane operators who are shown,
21 again, on your Slide 10 of your testimony on Monday,
22 how many were on the Kirow crane?

A None were trained -- relative to the
training on the Kirow crane or the operating of the
Kirow crane?
Q Operators.
A How many were trained on the Kirow crane
in 2013?
Q We had no training for the Kirow crane in
2013.
A The crane was in the shop for major
overhaul from May 2012 until July of 2013. And when
we went out to work, we have had ample operators to
put on the job.
Q How many operator positions are assigned
to the Kirow crane?
A There's one operator at the time.
Q Slide 6 is another question that arose
during your cross-examination, focusing on the 37
crane operator positions on the same exhibit or same
slide from your testimony.
Can you explain the average duration of
the assignment for those 37 crane operators?
Q As stated there, the duration in months on

A the top, and so basically two-thirds of our
positions vacated prior to the end of a year.
Q And the other numbers speak for
themselves.
Q Okay. Moving to Slide 7.
A There was a question during
cross-examination regarding the percentage of the
total BMWED workforce that is in production as
opposed to maintenance.
Q Have you researched that number?
A Yes, we have.
Q And what did you find?
A We found it to be about 60 percent of our
workforce are in maintenance and about 40 percent
are in production.
Q And that is effective October 1, 2013?
A Yes, it is.
Q As of that date, how many BMWED positions
existed under Rule 90(d)?
A Well, we had 60 positions in our B&B group
under 90(d).
Q How long has Rule 90 been in effect?
A Since 1976.
Q This is -- the next slide, Slide 8 is a
reference now to the BRS 45-mile rule.
And there was a question from the Board in
terms of how many BRS employees are working in a
lower classification currently.
Q Have you researched that in the New York
division?
A Yes, we have.
Q What did you find?
A There were seven.
Q When was that data collected?
A January 14 of this year.
Q Tuesday, in other words?
A Tuesday, correct.
Q How often does that number change?
A The number changes on a daily basis.
We have -- you know, we advertise and
abolish over 11,000 positions a year.
Q And the 11,000 number, is that the BRS?
A That's the engineering department.
Q Okay. So it would include BMWE and the
IN THE MATTER OF AMTRAK AND PRLBC
ARBITRATION HEARING - Vol. 6
January 16, 2014

1 BRS?
2 A Yes, it would include them.
3 Q Moving to Slide 9, this was a question that the Board ask in terms of the work rule options that Amtrak presented in order to fund additional wage increases.
4 A There was a question as to which of those options would have future application only?
5 Q A Underneath the pattern rule, this applies to future training only.
6 A Underneath the BMWED force assignment, that's basically a two-part rule.
7 The first part where the new employee and employees promoted after that date is prospective.
8 And Part 2, affecting the junior individual in a qualified work zone, is not grandfathered in.
9 A But in the BRS, trouble desk is grandfathered with no effect on existing employees.
10 Q Okay. And then Slide 10.
11 Slide 10 is an issue that was raised during Mr. Roth's testimony with respect to the question of whether BMWED foremen spend 100 percent of their time performing supervisory duties.
12 Have you researched the answer to that question?
13 A Yes, we have.
14 Q What did you find?
15 A About a quarter of our foremen, particularly the inspectors and piloting equipment, are individual contributors, so they do not supervise other employees.
16 There is also about another 25 percent of BMWE foremen -- and I say BMWE, that's where we're referring to all the disciplines in BMWE -- have some supervisory duties, but are far less than the 80 percent of their time.
17 They're the working foremen normally with smaller gangs.
18 And the last category is about 50 percent of the remaining foremen, may be above 80 percent. And I say may because it is depending on the size of the gang.
19 If a foreman is on a major production gang, they maybe have 15 people, 20 people under his
1 work day what a foreman is doing. Is that correct?
2 A Well, not 100 percent.
3 But relative to the categories you have
4 described in the previous question, yes.
5 Q What do you mean by foremen working in the
6 previous categories?
7 A Are you referring to the groups that you
8 mentioned?
9 Q No.
10 A Your previous question was related to
11 whether they -- if their time sheet breaks out their
12 time between being a supervisory work or working
13 hands on, let's say, with a tool.
14 Q Right.
15 A But your second question was relative to
16 if we had the capability of breaking out their time
17 during the day, which we do.
18 But it's broken out relative to work
19 element so that we know where to charge their time
20 relative to projects, whether it be core or whether
21 it be production, the location where they work, and
22 the job that's being performed for the overall gang.

ARBITRATOR FISHGOLD: But that would be
charged at the foreman's rate.
THE WITNESS: For him, it would be charged
at the foreman's rate; correct.
BY MR. WILDER:
Q And do the data that you referred to in
your last response enable the Company to determine
whether the foreman is supervising or working at the
craft?
A No, it does not.
Q So the breakdown relates to project rather
than foreman function. Is that correct?
A Correct.
Q All right. Excuse me.
The first bullet point on Slide 10, can
you tell us what the term "piloting" means?
A We have a category where the -- where a
track person, foreman, with the qualifications of
physical characteristics, pilot equipment
particularly for -- or mainly we use it for
construction work.
He does not have to have the MW 1000
qualifications. But I believe this is the same --
well, I don't believe this is the same piloting that
Mr. Jed Dodd referred to yesterday in his testimony.
Q Is piloting operating a machine?
A No.
Piloting is getting the proper track
clearance in order to move equipment on the
railroad.
Q So piloting is communicating with track
control. Is that correct?
A With the dispatcher's office; correct.
Q I see.
And that is a supervisory function, is it
not?
A No.
He does not supervise any people.
Q But he is a track foreman, is he not?
A He's in the category for pay for track
foreman.
Q And what is his classification?
A Foreman, track foreman.
Q I see.
ARBITRATOR FISHGOLD: And the -- do inspectors work by
themselves?
A Generally, except if they need a flagman
in order to protect them.
Q And I take it there is no breakdown of how
much time an inspector spends inspecting tracks or
working with others?
A His primary responsibility is inspecting
track and completing the required information on
track inspection.
Q Now, in the second bullet point, you have
indicated that one-quarter of BMWED foremen perform
some supervisory duties, but far less than 80
percent of the time.
A That is correct.
Q What is the source of that information,
Mr. Pohlot?
A That was the evaluation that we had done
in the last two days.
Q In the last two days.
A In the last -- this question was in the
last day.
Q    I see.
A    And how did you go about attaining that information?
Q    We looked at the various categories of all the foremen in BMWE, came up with a total number of foremen in all the classes, broken out by department and title with our experience of myself and the staff, and we calculated which ones in their normal tour of duty do not require managing people, and how much time for those would require to be managed, and came up with our calculation.
Q    I take it the way this information was developed and compiled represented original research for your organization?
A    Original research. Can you expand upon that?
Q    Is this the type of inquiry that is conducted routinely by the engineering department?
A    No.
Q    I see.
A    And may we assume that this type of breakdown is not reported to the Labor Department by Amtrak?
Q    To your knowledge, Mr. Pohlot, has the engineering department developed the kinds of breakdowns that you did in the last day or two and reported on Slide 10 before this week?
A    Well, the breakdown, as you refer to it, is within the categories as expressed in the Union contract. And it's based on just the positions that we have filled underneath in concurrence with the Union contract.
Q    So the information is readily available for your assignment office.
A    I see. I see.
Q    And can you explain, if you know, Mr. Pohlot, how that information could possible be transmitted to the Bureau of Labor Statistics?
A    That's not within my jurisdiction.
Q    I don't know.
A    Now, in your original testimony -- I'm going to withdraw that.
Q    On Slide 2, Mr. Pohlot, you have two categories of welders. Is that correct?
A    I'm sorry. Three categories of welder.
Q    All right. And throughout your career at Amtrak, you have certainly become familiar with the welding classification?
A    Yes, I have.
Q    And welding is a arduous task, is it not?
A    It is a -- I don't know if arduous is the correct word, but it's -- it's a task that needs qualifications and training.
Q    Yes, of course.
A    And it is also a task whose nature makes it difficult to obtain and keep qualified welders, isn't it?
Q    Well, we have had a vacancy problem in those particular crafts, yes.
Q    You have had a vacancy problem within the welding classification that has existed as long as you have been associated with Amtrak, haven't you?
A    I cannot recall all my first 21 years in detail if we had a problem every year in those classes.
Q    And I'm speaking of the period that you're speaking of now, in other words, your past association with Amtrak.
A    Was the vacancy rate higher within the other maintenance of way classifications?
Q    I have -- I did not do the analysis between the various disciplines within BMWE.
A    I see. I see.
Q    And you don't know that of your own knowledge?
A    Well, I mean, if you took -- if you refer to just the last year, since I have been back, a lot of that information can be calculated right off of the sheet.
Q    I see. I see.
A    And you prefer to stay with that information; correct?
Q    Yes.
A    All right.
I like to deal with facts.

MR. WILDER: No further questions.

ARBITRATOR JAFFE: Any further direct?

DIRECT EXAMINATION

BY MR. FRITTS:

Q    Just one question, Mr. Pohlot.

Does Amtrak have a classification of ARASA maintenance of way supervisors?

A    We have ARASA, that's correct.

Q    Who do they supervise?

A    They supervise the foremen of the various craft, whatever discipline they're in.

Q    And that would include the BMWED foremen?

A    That is correct.

Q    Are they paid as supervisors?

A    They are -- they are the supervisor's union; correct.

MR. FRITTS: That's all I have.

ARBITRATOR JAFFE: Any further --

MR. WILDER: One question.

ARBITRATOR JAFFE: Sure.

RECROSS-EXAMINATION

BY MR. WILDER:

Q    Are the ARASA-represented supervisors considered subordinate officials or officials at Amtrak?

A    No. I don't think I can answer that question because if you're official then you're an officer.

MR. WILDER: Thank you.

ARBITRATOR JAFFE: Anything further by way of direct?

MR. FRITTS: Nothing further.

ARBITRATOR JAFFE: Okay. I have got just one area for cleanup, if I may, Mr. Pohlot, to try and understand a little bit better.

Could you take a look at both your Slide 2 and Slide 6 together will probably help.

I added up the numbers on Slide 6, and they appear to be 37, which is the same number that's listed as positions filled in 2013 on the crane operator. They're meant to describe the same thing?
have been working three years as of December 2013, I would show as the -- as a three-year person.

THE WITNESS: Correct.

ARBITRATOR JAFFE: Okay. And now, let's look if we can at 2 because I thought I understood it before. And as I looked at it more carefully, I'm a little less certain of my own understanding, and I apologize for that.

Let's take a look at the 2012 line just to start. And I'll stick with crane operator. I'll keep them consistent. I think the rest will flow out to the other jobs as well.

We have 31 positions filled and 85 qualified not in positions.

Does that mean that we have a total of 116 qualified crane operators on property, 85 not working in the job, and then 31 who are working in the job?

THE WITNESS: Correct.

ARBITRATOR JAFFE: Okay.

The 19 for trained, is that included in the 116, or is that on top of the 116, or is it a mix?

I think that covers the waterfront.

THE WITNESS: That would be an assumption on my part.

ARBITRATOR JAFFE: Okay. Don't know is always a good answer, too, by the way.

ARBITRATOR JAFFE: If we look at the next year's numbers for '13 as of the snapshot date, we have 37 and 86, which is 123.

And if you compare the 116 to the 123, we get a difference of seven, but we have got 19 people trained, 13 of them left.

And I was trying to reconcile the movement of people and, frankly, unable to do so. I apologize.

THE WITNESS: Well, it's -- it is difficult because these are potentially snapshots in time.

ARBITRATOR JAFFE: Sure.

THE WITNESS: It changes on a daily basis.

We used October for this particular one because it was prior to the abolishment of the production season, gang -- you know, of some of them that started getting abolished.

And that is most likely where we're having a problem trying to get these numbers to -- to answer your -- if I understood your question correctly.

ARBITRATOR JAFFE: I was simply trying to understand what happened to -- it's an awful lot of missing bodies from one line to the next, and it wasn't clear to me.

It was more than I would have normally assumed for departure completely from the property, and I was just trying to understand.

THE WITNESS: I don't have an answer to that particular question.

But I could say that these were -- the facts were taken off of our data that we have available.

ARBITRATOR JAFFE: Fair enough.

ARBITRATOR FISHGOLD: Is the problem with filling these positions a combination of the fact that those who hold the positions and obviously were qualified have vacated, and those who were qualified and don't hold the positions don't wish to bid on those positions?

THE WITNESS: That's exactly correct.

ARBITRATOR FISHGOLD: Have you thought about what can incent -- what would -- and I'm just thinking out loud.

This is more thought than it is anything.

What would incentivize someone who is otherwise qualified to bid on a position? Because I thought part of the -- your explanation as to why it is that someone might vacate a position is because they would like to be qualified based on their seniority in a number of different positions.

So if they get the six months experience as the crane operator, and then they can bid on
something else, and they can get whatever -- so I'm really trying to understand when you have so many qualified people, they're not being -- it appears they're really not being -- from Amtrak's perspective, they're not being properly utilized. THE WITNESS: Well, that is our point. That's exactly our point. We are constantly training, yet we have consistent vacancies. And the implication of the vacancies is the additional cost relative, whether it's additional training or whether it's having to cover that on an overtime basis. Why they do it is -- I strongly believe they want their seniority dates. It gives them flexibility during furlough time to take a lot of different positions. And also, though, some of the positions have a higher level of responsibility that sometimes some people wish to shy away from. But also we know is that if you have a lower level position with a little responsibility, like a flagman flagging construction projects, that they flock to those particular positions because they make a lot of overtime for holding a flag. ARBITRATOR FISHGOLD: All right. Now, let me proffer another concern then. If that is the reason why people vacate their positions, and you were to get -- if this Board were to adopt the lock-in, would that be a deterrent to having otherwise qualified people bid into a position knowing now that they can't vacate it within the six months or after six months, they would now have to stay in that position for a year, would that shrink the utilization of otherwise qualified individuals? Would it have that kind of an effect? THE WITNESS: Well, I believe it definitely would. I mean, first of all -- it would. And as I mentioned in my testimony, it also allows the employee himself to gain a higher level of proficiency and a higher comfort level in doing that particular job. I think some people would not particularly go for that training position knowing that they would have to stay there for a year. ARBITRATOR FISHGOLD: I take it this problem has not just been a problem with the snapshot in 2013. The problem with regard to otherwise qualified but unfilled and vacation of otherwise qualified positions after that short period of time has been something that's recurring. It's not just 2013. It has been going on for a period of time. THE WITNESS: That is correct. ARBITRATOR FISHGOLD: Okay. Have you ever had occasion to discuss this with the appropriate officials with the BMWE in terms of, Here is Amtrak's concerns; how can we possibly address this under the current system? THE WITNESS: Since I have been back, which is since December of 2012, we had a fairly intensive conversation relative to New York and foremen in this particular area. ARBITRATOR FISHGOLD: And I mean -- but have you found that to be a productive way of trying to approach the problem? THE WITNESS: No. I mean, it -- no, it is not. ARBITRATOR FISHGOLD: Okay. If that prompts anything, obviously. ARBITRATOR JAFFE: Just one from my end. The determination of the positions that you're going to train for, do you advertise for many more, and these are simply the folks who bid? Or do you determine the number to be trained based among other things on need? THE WITNESS: The number that we advertised are based on need. The number that actually put in for the positions is not always at the same level as what we have advertised. It has often been lower. ARBITRATOR JAFFE: But if we look at '12, you actually trained 21 people, even though there were only five vacancies for welder, electric welder; right?
IN THE MATTER OF AMTRAK AND PRLBC

ARBITRATION HEARING - Vol. 6
January 16, 2014

Page 1327

Page 1328

ARBITRATOR JAFFE: That is correct.

But the five vacancies were for that year, and it could have been that was -- well, actually before I came here.

But it's -- a good assumption would be that, projected on future needs, because the amount of time it takes training, that we would have advertised it.

ARBITRATOR JAFFE: Got it.

Anything further?

ARBITRATOR DAS: Well, just one follow-up on Chairman Jaffe's earlier question about the crane operators.

THE WITNESS: Correct.

ARBITRATOR DAS: And I think his question to you was, Well, you trained 19 people in 2012, and you have only filled six more positions.

Am I correct that the other 13 or, in the two right-hand columns, the 11 who vacated after six months and the two who vacated by the 12th month?

ARBITRATOR JAFFE: They do on that one.

They don't on some of the others.

Fair enough.

Anything further from the Panel?

MR. FRITTS: No, Mr. Chairman.

ARBITRATOR JAFFE: Any further cross,

Mr. Wilder?

MR. WILDER: Yes, I have several questions.

ARBITRATOR JAFFE: Any further cross,

Mr. Wilder?

MR. WILDER: FURTHER RECROSS-EXAMINATION.

BY MR. WILDER:

Q Mr. Pohlot, does Amtrak possess the discretion to start a successful bidder in training?

A We have the discretion to start the training, yes.

Q I see.

So if there were six successful bidders, and you felt that you only needed four, you could admit the top four in seniority to the training program and wait for the others?

A That is correct.

We would advertise the four.

Q I understand.

All right. Now, I have a couple of questions about the New York area. One relates to BMWE.

And the question is with respect to last December, did Amtrak enter into a lock-in agreement for four maintenance of way positions?

A I believe I would need more information.

Can you clarify the four positions you're referring to?

Q All right. Was there a lock-in agreement concluded for track foremen?

A Are you referring to the Penn Station or the Zone 6?

Q I'm referring to what you spoke of, New York and New England.

ARBITRATOR FISHGOLD: If you have knowledge of a particular agreement that was reached with regard to Penn Station, you can say, I know this and maybe that.

BY MR. WILDER:

Q That's the question.

A We came to an agreement in order to try to have foreman vacancies for inspection in Penn Station New York filled.

That was -- we did come to an agreement on that.

Q Was there another lock-in agreement reached between Amtrak and the BMWED?

 Consultation between Mr. Dodd and Mr. Wilder, and no answer was given from the witness.)

BY MR. WILDER:

Q All right. Well, while we're on New York.

On Slide 8 of the exhibit presented today -- or not the exhibit, but rather the answers to the questions, you indicated that there are seven BRS employees in the New York division working in a lower classification.

Can you tell us how many BRS employees are
IN THE MATTER OF AMTRAK AND PRLBC

ARBITRATION HEARING - Vol. 6
January 16, 2014

Page 1331

1 in the New York division?
2 A Actually working, 221.
3 Q 21?
4 A 221.
5 Q I see. Of which seven are working in a lower classification?
6 A That is correct.
7 Q I see. And can you tell us the classifications involved for those seven employees?
8 A I can get back to you on that. I believe, if you want to go off of my memory, I could probably give you a good idea of what it is.
9 I believe most of them are -- of the seven, I believe two are signalmen instead of being in a classification as maintainers.
10 And others are assistant foremen instead of being foremen.
11 Q I see. All right. Thank you.
12 MR. WILDER: No further questions.
13 ARBITRATOR JAFFE: Anything further by way of direct?

Page 1332

1 MR. FRITTS: Could I just have one minute?
2 ARBITRATOR JAFFE: Of course.
3 ARBITRATOR FISHGOLD: Sure.
4 Go off the record.
5 (A recess was taken.)
6 MR. FRITTS: I don't have anything further.
7 ARBITRATOR JAFFE: Anything further?
8 MR. WILDER: Nothing further.
9 ARBITRATOR JAFFE: Are you in good shape?
10 ARBITRATOR DAS: I'm fine.
11 ARBITRATOR JAFFE: Are you in good shape as well?
12 We're in good shape. Thank you,
13 Mr. Pohlot.
14 MR. REINERT: Ten-minute break.
15 ARBITRATOR JAFFE: Sure. We're off.
16 (A recess was taken.)
17 ARBITRATOR JAFFE: Are you ready?
18 MR. REINERT: I am ready.
19 And I'm just going to note for the record, that this is the sixth day of hearing, and I just noticed that my microphone says Danish Interpretation Systems.
20 There are three possibilities:
21 One, that is the manufacturer of the microphone stand; two, Morgan Lewis bought them in surplus; three, the transcript is going to be in Danish.
22 ARBITRATOR FISHGOLD: Well, I -- we're off the record; right?
23 ARBITRATOR JAFFE: No. But we can be now.
24 Do want this on the record?
25 MR. REINERT: Sure.
26 ARBITRATOR FISHGOLD: Well, then I'll go on the record as well.
27 This Board was aware of that, having surveyed the room before we came. And we inquired, we needed a court reporter who spoke Danish.
28 MR. REINERT: Okay. Let's get back to work.
29 ARBITRATOR JAFFE: That's fine.
30 Mr. Woodcock, we need to remind you that you're still under oath. We don't have to swear you back in.
31 THE WITNESS: Yes, sir.
32 ARBITRATOR JAFFE: Thank you.
33 THE WITNESS: And good morning to the Panel and the BMWE and BRS.
34 Thereupon,
35 CHARLES WOODCOCK
36 Recalled for examination by counsel for the Carrier, having been duly sworn, was examined and testified as follows:
37 DIRECT EXAMINATION
38 BY MR. REINERT:
39 Q Mr. Woodcock, were you present during the testimony of Jed Dodd yesterday?
40 A Yes, I was.
41 Q Okay. And in a portion of his testimony, he said that in March 2013, the PRLBC had asked Amtrak about the details of the UTU conductor agreement, and you did not give those details.
42 A Yes, correct.
43 Q Is that correct?
44 A Yes.
Q    Would you like to just explain what happened?
A    Yes.
I was asked the question about the deal, which at that time was out for tentative ratification.
And I made it very clear that my understanding with the UTU, as not uncommon with any other union going out with a contract for ratification, is that Management would remain quiet and not discuss the deal.
I have one exception, and that was with my chief executive officer, Joseph Boardman, and I had to the approval of the UTU to do that.
Q    And Mr. Dodd also testified that subsequently, after the UTU deal was ratified, during July 2013 mediation sessions, he asked you for the information again, and Amtrak would not provide it.
Is that true?
A    That never came up at all.
And, frankly, if it did, I'm sure it would have come up through the Mediation Board and the folks from the Mediation Board that were there.
But it never came up.
And I -- as a matter of fact, last night, I asked all of my Negotiating Committee whether they ever remember that coming up. Because if it had, there would be no reason not to share it.
Q    And in mediation, if -- is it your practice not to provide information requested by the other side with the mediator?
A    No.
As a matter of fact, the thickness of these binders, I think, attest to the paper and the proposals and the information we have exchanged, both in direct requests of the PRLBC, and by the Mediation Board in an effort to move these negotiations along.
Q    Okay. Mr. Dodd also testified his belief that Amtrak was confused over the issue of whether the PRLBC's proposal on a contribution rate for healthcare was $200 versus $177.54. Do you recall that testimony?
A    Yes, I do.
Q    Has Amtrak had any confusion over this issue?
A    Absolutely not.
Q    And what was your basis for believing that the number proposed by the PRLBC was 200?
A    When they came in in February in the afternoon session, they plopped the BMWE then tentative freight deal on the table and said, We're prepared to sign this, and this is the basis of the settlement.
There was no further discussion that day of any substance.
We knew we had to go and look at it and have our healthcare people look at the numbers and look at the benefits, but that's where it ended that day.
Q    Okay. And did they, during the course of the discussion in the February 2012 meeting, say that they intended the 177.54 number instead of 200?
A    No.
And there was no amendment to the proposal that was given to us.
Q    Okay. When did you first learn that the PRLBC proposal was not for the $200 contained in the document, but in the 177.54?
A    We learned that at the June mediation session, which was the first mediation session, June 9 of '13.
Q    And your references have been to the February 13 --
A    Excuse me. At that point it was '12.
Q    Your references were to the February 13, 2012 direct negotiations meeting?
A    Yes.
Q    And the document they gave you was Joint Exhibit 27, the tentative BMWE proposal?
A    I believe that would be the one, but I could --
MR. REINERT: Could we call it up, Joint Exhibit 27?
THE WITNESS: Yes. That's the proposal,
Feb 2 of '12.

BY MR. REINERT:

Q    And can you go down to the page that has the $200 proposal? There it is.

A    Yes, that is.

Q    Okay. And after the June 5, 2012 session when the PRLBC told you that their position was 177.54, did you understand that was their position?

A    Yes, I did.

Q    Any confusion about that?

A    No confusion.

Q    Mr. Dodd also testified about an interim agreement proposal that Amtrak made. Do you recall an interim agreement proposal?

A    Yes, sir.

Q    Okay. And I believe his testimony was that the PRLBC rejected Amtrak's interim agreement proposal because it provided less money than the freight deal. Do you recall that testimony?

A    Yes, I do.

Q    Do you have any reaction to that testimony?

A    I was quite surprised by it because that's inaccurate.

Q    And why is it inaccurate?

A    Well, that was not the reason given why they did not wish to pursue or discuss it.

Q    It was that they wished to pursue a complete agreement. Additionally, it's not true based on the facts of the proposal that we gave them. And what is the proposal you gave them?

MR. REINERT: Why don't we call up Joint Exhibit 25?

BY MR. REINERT:

Q    What were the economics of the proposal, the interim proposal you offered in February 2012? Right. The 25 and 26 are the different proposals between BMWE and BRS. But in this one, there were four general wage increases that we offered that happened to be part of the Amtrak pattern.

And it would have closed out wages and all the elements through June 30, 2012, leaving everything open for further discussion under the terms of the Railway Labor Act from July 2012 forward.

And that had four general wage increases. If I may, just to recap them, on pages 1, and 2. A July 1, 1.5. A January 1, '11, 1.5. Page 2, is July 1, 2011, 1.5. And a fourth general wage increase of January 1, 2012 of 1 percent, which, when you add them up is 5.5, and a little over that when you compound it.

Q    And what was the freight deal for the same period?

A    The freight deal for the same period had two wage increases, and I believe it was the exhibit we previously pulled up. July 2010, there was a 2 percent. And July of '11, there was a 2.5, for a 4.5 percent wage increase.

Q    And you had this conversation with the PRLBC negotiators when?

A    It was at the February direct negotiations meeting.

Q    So February 1, 2010?

A    I believe it was the 13th, yes.

Q    At what time of day did you have this discussion?

A    That was in the morning.

Q    And what happened in the afternoon?

A    In the afternoon, the PRLBC came in and gave us the BMWE freight February 3, 2012 tentative agreement.

ARBITRATOR FISHGOLD: Just to correct the record, I think you referenced the February meeting that he's talking about as 2010.

MR. REINERT: It was 2012.

ARBITRATOR FISHGOLD: Yeah.

MR. REINERT: In my records, it should be 2012.

ARBITRATOR FISHGOLD: Thank you.
BY MR. REINERT:

Q    Okay. Were you also present during the testimony of Mr. Ingersoll yesterday afternoon?
A    Yes, sir, I was.

Q    Okay. And Mr. Ingersoll testified about a delay in training a large group of helpers. Do you recall that testimony?
A    Yes, I do.

Q    Do you have any reaction to that testimony?
A    Yes, I did. I think it's incomplete with what Amtrak and the BRS had been doing in the 2009 through the subsequent years.

Q    And in what way is it incomplete?
A    Well, it's incomplete. Because starting in 2009, in anticipation of all the work that we knew we were going to get with the BRS through some of the funding, like ARRA and other funding sources, TSA, security work, et cetera, we knew we were going to need a dramatic increase in the number of workers to do what I will call basic lower skilled and laboring work to get the projects done.

Q    And how did Amtrak want to accomplish that?
A    Amtrak's desire was to hire a new classification of employees within the BRS that would be not subject to future training requirements that would help us accomplish this work, and that was rejected by the BRS.

Q    And did you ultimately reach agreement with the BRS on how this issue would be resolved?
A    Yes, we did. And that is contained within our Joint Exhibit 6, page 67.

It is a side letter that the parties cut on January 1, 2010. And, yes, it was January 1, 2010 as the date of the agreement. And it was in response to how we could jointly agree to accomplish what we needed to accomplish with this extra work.

Q    And what impact has that agreement and the employees who were hired had on the training process of signalmen?
A    It has strained the training process in terms of the numbers you saw yesterday.

Q    Would getting this group of employees who are currently helpers trained to signalmen status address the issues that Amtrak is raising with its proposal to the BRS on the 45 to 60-mile rule?
A    No, it would not.

Q    Why not?
A    Because the issue in the 45- to 60-mile rule is simply one of, if you are trained and if you do have the skills and you go back down, this allows us, within the terms of that rule, which we were only changing the mileage, to basically utilize you back in the vacancy in accordance with the rule.

Q    Mr. Ingersoll testified that the rule on Amtrak came from the freights. Is that correct?
A    No. That is not correct.

Q    Do you know where the rule came from?
A    Yes.

That was an Amtrak rule negotiated in May 1976.

Q    And do you know where the language with respect to a mileage limitation on assignment came from?
A    Yes.

That was contemporaneous with some of the language in the Four R Act about changing residence. And that's what has been referred to as a strict mileage.

Q    But you see, there are different tests that need to be met within that rule.
A    To your knowledge, do the freight railroads have a similar 45-, 30-, or 60-mile rule?
A    Not that I'm aware of, no.

As a matter of fact, last night we tried to reach several roads, and we did the CSXT, the IC, and the BNSF, and they indicated they did not have such a rule on their property.

And, frankly, neither did Amtrak prior to the May 1976 agreement.

Q    Now, Mr. Ingersoll also testified that he never heard from Amtrak about production gang rule issues after PEB 242.
Do you recall that testimony?
A    I do.
Q    What's your reaction to that?
A    Somewhat stunned, frankly.
Q    Why so?
A    Because this has been the subject since every meeting that we have talked about work rules with the BRS and starting with the -- basically the August 2011 meeting.
Q    And where are the --
MR. REINERT: Let's pull up Joint Exhibit 17.
BY MR. REINERT:
Q    What is Joint Exhibit 17?
A    Joint Exhibit 17 is one of our handouts. And if you would scroll down, you will see the actual BRS page. It's broken into groups the way it's put in the book and I believe on the screen.
Q    You would be able to scroll down and get an equivalent page for the BRS. It would be probably halfway down, is my guess.

Q    There it is.
Q    Okay. And can you draw our attention to where it discusses production gangs?
A    Yes. In Item No. 3, and then also subsequent, or behind that, are attachments of examples that we currently have with the maintenance of way that we gave as illustrative examples of the kind of rule we could obtain that would accomplish our needs and our railroad's operations.
Q    And was Amtrak's proposed approach with respect to production gangs explained to Mr. Ingersoll in your negotiation sessions in 2010?
A    Yes. It was by the chief engineer and labor relations at the time that was at that particular session and in subsequent sessions.
Q    Do you recall the reaction from Mr. Ingersoll or anyone else at the BRS?
A    Basically, disinterested in the proposal, and silence.
Q    Were you present during the testimony of Mr. Roth?
A    Yes, I was.

Mr. Roth.
Q    I think if you focus on it, there may be a difference in the spreadsheets on the effective date.
Q    The numbers might have been updated on one line at the bottom. But you -- the Board can go back and compare it to Joint Exhibit 32.
A    And in the letter that attaches that spreadsheet to the membership, how are the differences between the two proposals characterized?
A    Well, they're costed over a six-year period.
Q    There are various pieces of information starting with the average rate of pay that is calculated through the term of both contracts, and then there are a series of calculations.
Q    I think Mr. Roth referred to this as basically on impact per employee in terms of what's in their pocket that include with health insurance, without health insurance, and gross, and net.
Q    Turning to the bottom of page 2 of the cover letter, how is the difference between the

Inabnet Court Reporting (703) 331-0212
proposals characterized?
At the bottom paragraph, it is characterized to the members as a "real money difference" in the proposals.
MR. REINERT: I have no further questions of Mr. Woodcock.
ARBITRATOR JAFFE: Ready for cross, or do you need a few?
MR. WILDER: Yes. I would like a short recess.
ARBITRATOR JAFFE: Sure. We off.
MR. WILDER: Mr. Chairman, I think perhaps the most efficient way to proceed is to proceed with Mr. Woodcock's cross, which will not take long.
And then after we know what that is, then we'll be in a position to know what kind of rebuttal we are going to put on, if any.
ARBITRATOR JAFFE: That's fine.
So I propose a two-step approach to answering your questions.
ARBITRATOR JAFFE: That's fine.

MR. WILDER: All right.
ARBITRATOR JAFFE: We know how to do two steps as well. It works.
MR. WILDER: Good.
CROSS-EXAMINATION
BY MR. WILDER:
Mr. Woodcock, your testimony touched on both the BRS and the BMWE.
And I think we'll start with the BRS.
Okay.
A Thank you.
Q All right.
A Thank you.
Q Now, you had testimony during your direct examination by Mr. Reinert pertaining to a proposal that you made to the BRS with respect to increasing helper hiring in order to deal with additional capital projects in the 2010 time frame.
Is that correct?
A I believe I referred to an actual agreement that is in Joint Exhibit 6.
Q Now, the agreement you referred to is, I believe, on page 67 of Joint Exhibit 6.
IN THE MATTER OF AMTRAK AND PRLBC ARBITRATION HEARING - Vol. 6
January 16, 2014

Page 1355

1 discretion to begin training from one year to two
2 years dating from the helper's date of hire?
3 A Yes, it did.
4 Q It did. All right.
5 But is it also true that at the end of
6 that two-year period, Amtrak was obliged to begin
7 training the helper to become a signalman or
8 maintainer?
9 A Yes.
10 If it was available -- the training was
11 available, and we were able to do it -- which I
12 think if you look at the bottom of page 67, over in
13 the next page, you will see the language that was
14 controlling in this case.
15 Again, you have to look at this within the
16 context of needing to get all this work done.
17 Q But the work that you were concerned about
18 and which led to the formation of this letter of
19 agreement was helper work, was it not?
20 A I would call it laborer work, but it was
21 with the proviso that we did not want to have to
22 burden the training system with additional training.

Page 1356

1 We wanted a classification within the BRS
2 that would be utilized to do a lot of the laboring,
3 what I would call unskilled work, to help us get
4 this work done.
5 That was the context in which this was
6 negotiated.
7 Q And you dealt with this problem with the
8 BRS by extending the period within which a helper
9 would be engaged in helper work under the Amtrak
10 classification provisions instead of being a
11 trainee.
12 Is that correct?
13 A I don't think we put a limitation in the
14 agreement that I'm aware of that the amount of time
15 you could engage work as a helper.
16 What we did over on page 2 was enter into
17 a provision that said, No matter what happens, in
18 essence, you will elevate the person to another rate
19 of pay if you should not be able to put the person
20 in the program at that time.
21 Q I see. And what paragraph are you
22 speaking of?

Page 1357

1 A That would be at the top of 68.
2 Q All right. And that is: " Helpers who are
3 not enrolled in training upon completion of two
4 years active service shall be compensated at the
5 Phase 1 Trainee Rate of pay until they actually
6 complete their initial phase of training.
7 Thereafter, their rate of pay will increase as
8 provided in the Training Agreement;" correct?
9 A Yes, sir.
10 Q All right. Would it be accurate to say,
11 Mr. Woodcock, that the agreement we are looking at
12 now was not addressed to the problem of filling
13 signalmen and maintaining vacancies, but rather to
14 deal with Amtrak's need for laborers?
15 A This was the genesis of this agreement and
16 the process of our collective bargaining.
17 Q The answer to my question is yes?
18 A Yes.
19 Q All right. Thank you.
20 Now, relative to your testimony concerning
21 the so-called 45-mile Rule, Mr. Woodcock, have you
22 personally examined the national BRS agreement?

Page 1358

1 A No, I have not.
2 Q I see. And you're not familiar with the
3 provisions dealing with the change of residence?
4 A In that particular agreement?
5 Q Yes.
6 A No, I am not.
7 Q And are you familiar with the BRS
8 agreements -- withdrawn.
9 Are you familiar with the agreements that
10 BRS entered into with Conrail?
11 A No. I'm not familiar with them.
12 I have seen them, but, no, I'm not
13 familiar with them.
14 Q So if there was testimony to the effect
15 that the 30-mile Rule was found within the various
16 Conrail agreements and was continued at NS, CSX, and
17 other railroads, you wouldn't know whether that was
18 right or wrong.
19 Is that correct?
20 A I think we would, depending on our survey,
21 which as I said, we did get the opportunity to call
22 three roads.
1 And I was responding to whether the
2 45-mile rule evolved from the freights. And that's
3 what I was answering.
4 But it's possible on some of those other
5 properties I did not examine that they could have
6 some other rule. I just don't know.
7 Q I see. Do you happen to know there are
8 30-mile rules at MNCA?
9 A I'm not familiar with that -- what's that
designation?
10 I'm not familiar with the designation.
11 Q The Massachusetts Bay.
12 A I don't know, but they took the Amtrak
13 agreement, so they may well have it.
14 Q All right. To your knowledge,
15 Mr. Woodcock, do you know whether officials within
16 Amtrak's engineering department discussed with
17 Mr. Ingersoll production gangs?
18 A I do not have any direct knowledge, but I
19 know they had frequent conversations about matters
20 of business, but I'm not privy to them.
21 Q I see. In fact, Mr. Ingersoll testified
22 to some of those discussions, did he not?
2 A I remember him talking yesterday about his
3 discussions with engineering, yes.
4 Q So when your rebuttal took issue with
5 Mr. Ingersoll's statement that he had not previously
6 discussed the production gang rule, you were
7 referring to what occurred at the collective
8 bargaining table.
9 Is that correct?
10 A I was because that's what he stated
11 yesterday.
12 Q And was there any doubt in your
13 involvement with Mr. Ingersoll during collective
14 bargaining that he was disinclined to accept the
15 production gang proposal?
16 A Was there any doubt?
17 Q Yes.
18 A No, there was none.
19 Q Now, from the -- from February of 2011
20 until -- until the session -- withdrawn.
21 Was there any doubt from February of 2012
22 until the mediation session that took place in June
23 of 2012, that Amtrak was rejecting the freight
24 agreement?
25 A Was there any doubt?
26 Q Yes.
27 A We hadn't discussed it to any great
degree.
28 As a matter of fact, I think the
29 subsequent efforts that we made were in costing out,
30 particularly the healthcare, which we had not costed
31 out.
32 And I believe that either the June or the
33 following mediation session we presented information
34 on what that might be worth.
35 Q And I think your testimony during this
36 rebuttal phase was that, as of the June 2012
37 mediation session, there was no doubt in your
38 mind that the proposal for the healthcare premium
39 contribution was 177.54.
40 Is that correct?
41 A At that time, that became clear by the
42 spokesmen, M-E-N, spokesmen of the PRLBC.
43 Q Had you earlier communicated to the PRLBC
44 Amtrak's interest in accepting the proposal made in
45 February of 2012 for adoption of the freight
46 agreement subject to Amtrak's costing out of the
47 healthcare issue?
48 A I'm not sure I understand that question,
49 Mr. Wilder.
50 Could you repeat it or rephrase it?
51 Q Let me try it again.
52 Had you communicated to the PRLBC the
53 possibility that the freight agreement would be
54 accepted by Amtrak for the BRS and the BMWED is
55 subject to Amtrak's costing out of the healthcare
56 piece?
57 A Did I indicate it would be acceptable?
58 Q Yes.
59 A No, I did not.
60 But, if may, we thought the healthcare
61 ideas could provide us with additional opportunities
62 to provide compensation to this bargaining group
63 above the Amtrak pattern at that time.
64 Q Now, with respect to your testimony on
65 direct concerning the interim proposal, that is a
1 proposal that Amtrak made to the PRLBC for an interim agreement?
2 A Yes.
3 Q Can you tell us whether the one percent payment provided for the freight agreement was included within your proposals for the interim agreement?
4 A No, it wasn't because we presented that in the morning.
5 And, as I think I indicated to the PRLBC at that time, we thought this was an opportunity to move negotiations forward where essentially, in the front end, we had very little disagreement.
6 And that it would be an opportunity to put money in people's pockets and still leave open, from July 1 of '12, open the negotiations subject to RLA.
7 But we were just clearing out the money that was already essentially there. And in addition, there were a few other things in there, if I may, including the providing of supplemental sickness.
8 Q And last of all, during your direct testimony, you had displayed on the screen a letter from Mr. Dodd, I believe.
9 A I don't know. It was addressed to their members, so it's a public document.
10 Q I'm not suggesting that it's private.
11 A I'm just asking whether it's an internal union document.
12 Q I would assume it -- I don't know who it went to and where it was posted.
13 A And that would be speculation on my part without -- if you could scroll down to the signature page, I could get a better idea of who signed it.
14 Q But at the top it's PRLBC. It looks like, at the moment, that it is -- both sides are signatory to that from what I can see with my eyesight.
15 A progressives are only good for certain things.
16 Q MR. WILDER: Pass the witness.
17 A MR. REINERT: Any further direct?
18 A MR. JAFFE: Any further direct?
19 MR. REINERT: Very, very brief questions.
20 REDIRECT EXAMINATION
21 BY MR. REINERT:
22 Q You were asked a question by Mr. Wilder on whether you knew whether there was a 45-mile rule in the Conrail agreement.
23 A And that would be speculation on my part without -- if you could scroll down to the signature page, I could get a better idea of who signed it.
24 Q Were Conrail employees subject to similar or the same type of statutory labor protective provisions, to your knowledge?
25 A Yes, they were.
26 Q MR. REINERT: No further questions.
27 A MR. JAFFE: Any further cross?
28 MR. REINERT: No. No, further cross.
29 Q I fear that we will have rebuttal.
30 A MR. WILDER: Yes. 253. Good.
31 Q BY MR. WILDER:
32 A MR. REINERT: Amtrak Exhibit 253.
33 Q BY MR. WILDER:
34 A MR. WILDER: Yes. 253. Good.
35 Q This -- would it be accurate to describe this as an internal union communication?
36 A I don't know.
37 Q It was addressed to their members, so it's a public document.
38 A Q I'm not suggesting that it's private.
39 A I'm just asking whether it's an internal union document.
40 A A Q I would assume it -- I don't know who it went to and where it was posted.
41 A And that would be speculation on my part without -- if you could scroll down to the signature page, I could get a better idea of who signed it.
42 A But at the top it's PRLBC. It looks like, at the moment, that it is -- both sides are signatory to that from what I can see with my eyesight.
43 A progressives are only good for certain things.
44 Q MR. WILDER: Pass the witness.
45 A MR. JAFFE: Any further direct?
46 A MR. REINERT: Very, very brief questions.
47 A MR. JAFFE: Any further direct?
48 MR. REINERT: Any further direct?
49 A MR. JAFFE: Any further direct?
50 MR. REINERT: Very, very brief questions.
51 REDIRECT EXAMINATION
52 BY MR. REINERT:
53 Q You were asked a question by Mr. Wilder on whether you knew whether there was a 45-mile rule in the Conrail agreement.
54 A And that would be speculation on my part without -- if you could scroll down to the signature page, I could get a better idea of who signed it.
55 A Q Were Conrail employees subject to similar or the same type of statutory labor protective provisions, to your knowledge?
56 A Yes, they were.
57 Q MR. REINERT: No further questions.
58 A MR. JAFFE: Any further cross?
59 MR. REINERT: No. No, further cross.
60 Q I fear that we will have rebuttal.
62 Q BY MR. WILDER:
63 A MR. WILDER: Yes. 253. Good.
64 Q This -- would it be accurate to describe this as an internal union communication?
65 A I don't know.
66 Q It was addressed to their members, so it's a public document.
67 A Q I'm not suggesting that it's private.
68 A I'm just asking whether it's an internal union document.
69 A A Q I would assume it -- I don't know who it went to and where it was posted.
70 A And that would be speculation on my part without -- if you could scroll down to the signature page, I could get a better idea of who signed it.
71 A But at the top it's PRLBC. It looks like, at the moment, that it is -- both sides are signatory to that from what I can see with my eyesight.
72 A progressives are only good for certain things.
73 Q MR. WILDER: Pass the witness.
74 A MR. JAFFE: Any further direct?
75 A MR. REINERT: Very, very brief questions.
letter is written, which refers to additional GWIs or benefit changes that would change the economic value of that, I believe that we would have unions in here unless those were accompanied by the types of offsets, which is only fair, frankly, in terms of awarding additional compensation over and above the Amtrak pattern and pattern work rules.

ARBITRATOR JAFFE: Do you have a view at the moment as to whether that would involve supplemental bargaining, or whether it would be on a package basis? One would take the good and the bad or reject it, as the case may be, organization or by organization, or something else?

THE WITNESS: Okay. That would require some thinking on my part.

ARBITRATOR JAFFE: That's a fair response as well.

THE WITNESS: I think that we all talked the past couple of days about the behavior of individual unions, but they will be looking very closely at what I believe this Panel would do.

ARBITRATOR JAFFE: Sure.

And, again, that's not an indication of ruling. It was simply a what-if kind of question. We'll leave it at that.

Anything further by way of direct?

MR. REINERT: Nothing further.

ARBITRATOR JAFFE: Any further cross?

MR. WILDER: No, Mr. Chairman.

ARBITRATOR JAFFE: Thank you, again.

THE WITNESS: Thank you.

(Witness stood down.)

ARBITRATOR JAFFE: You indicated a two-step response.

Was the suggestion that you're going to have rebuttal suggestive that we ought to break for lunch, or did you wish to proceed directly, or do something else?

MR. WILDER: If we could have a brief recess for lunch, I think that would probably be a good idea.

ARBITRATOR JAFFE: That's fine.

Called for examination by counsel for the PRLBC, having been duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. WILDER:

Q Mr. Boston, would you give your full name for the record and tell us where you're employed?

A Dennis Michael Boston.

I'm the Vice President for the Railroad Signalmen.

Q What is your area of responsibility,

A For the Brotherhood of Railroad Signalmen,

I have jurisdiction of all transit commuters and passenger properties that we represent in the United States.

Q And that would include the Northeast as well?

A It includes all of the Northeast properties that came out of the bankruptcies, starting with Amtrak going to New Jersey Transit, going up to MBCR, Long Island, SEPTA, PATH, and all...
1  of those.
2  And then of course, Metra, going out to
3  California, TASI, which is the new carrier out on
4  the West coast.
5  Q  Speaking of the Northeast, Mr. Boston, are
6  there various roads under your jurisdiction that
7  were derived from Conrail?
8  A  Yes, sir.
9  All of them in the Northeast.
10 Q  All right. And could you name them?
11 A  Of course my home railroad is Penn
12 Central/Conrail, I was on the Conrail.
13 And again, SEPTA, New Jersey Transit,
14 Metro North, on, and on, and on.
15 I mean, the whole East Coast that was part
16 of the bankruptcies.
17 Q  Are you familiar with the collective
18 bargaining agreements on these properties?
19 A  Intimately, yes.
20 Q  Now, do those collective bargaining
21 agreements contain radius limitations on the
22 assignment of signalmen and signal maintainers?
23
1  there are some variations in the Northeast.
2  Q  And overall, do a majority of the roads
3  that emerged from Conrail still maintain a 30-mile
4  radius limitation?
5  A  Yes, they do.
6  MR. WILDER: Pass the witness.
7  MR. REINERT: No questions.
8  MR. WILDER: I think my --
9  ARBITRATOR JAFFE: We're in good shape.
10 Thank you, Mr. Boston.
11 MR. WILDER: -- rebuttal will be short.
12 (Witness stood down.)
13 MR. WILDER: Now, Mr. Chairman, having
14 complied with they commitment that my rebuttal will
15 be shorter than the lunch, the organization rests.
16 ARBITRATOR JAFFE: Okay. I don't know
17 what comes after surrebuttal, but do you have
18 anything else?
19 MR. REINERT: I don't think so.
20 ARBITRATOR JAFFE: That's fine as well.
21 Off the record.
22 (A discussion was held off the record.)
1  ARBITRATOR JAFFE: Back on the record.
2  We have agreed upon a 10 a.m. starting
3  time for tomorrow, and that, based on counsel's best
4  estimates of the length of projected closings, we
5  should be able to conclude in the morning rather
6  than have the need for a lunch break.
7  And we'll see you all tomorrow at 10
8  o'clock.
9  Thank you all very much.
10 (Whereupon, the proceedings in the above-captioned
11 matter were concluded at 2:08 p.m. to resume on
12 January 17, 2014 at 10:00 a.m.)
13
14
15
16
17
18
19
20
21
22
CERTIFICATE OF REPORTER

I, Joseph A. Inabnet, do hereby certify that the transcript of the foregoing proceedings was taken by me in Stenotype and thereafter reduced to typewriting under my supervision; that said transcript is a true record of the proceedings; that I am neither counsel for, related to, nor employed by any of the parties to the action in which these proceedings were taken; and further, that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.

__________________________
Joseph A. Inabnet
Court Reporter
$16.7 (1)
1276:22
$177.54 (1)
1337:1
$19,996,000 (4)
1275:1;1276:15;21; 1277:6
$20 (2)
1277:13,20
$20.3 (1)
1277:18
$200 (3)
1337:1;1338:5; 1339:4
$203.4 (1)
1275:11
$3.3 (2)
1276:10,16
$688,000 (1)
1276:4

A
ability (2)
1354:13,14
able (4)
1347:20;1355:11; 1356:19;1374:5
abolish (1)
1302:19
abolished (4)
1317:11;1318:5,17; 1321:4
abolishment (2)
1299:13;1321:2
above (4)
1299:11;1304:18; 1362:20;1367:6
above-captioned (1)
1374:10
absolutely (2)
1284:10;1337:6
accept (1)
1360:14
acceptable (1)
1362:14
accepted (1)
1362:14
accepting (1)
1362:11
access (1)
1283:18
accompanied (1)
1367:4
accomplish (5)
1344:2,7,18,19; 1348:8
accordance (1)
1345:14
according (1)
1345:14
afternoon (4)
1337:10;1342:10,11; 1343:3
again (13)
1278:15;1284:6; 1285:4;1298:15; 1299:3;21;1321:22; 1335:18;1335:15; 1362:8;1368:3,10; 1371:13
agree (1)
1344:18
AGREED (2)
1353:10;1374:2
agreement (44)
1274:3,16;1277:15; 1279:2;1239:11,16; 1330:1,6,9,11;1334:19; 1334:15,19,5; 1340:10;1342:13; 1344:9,16,20;1346:19; 1352:20,21;1353:14; 1354:2,6,9,22;1355:19; 1356:14;1357:8,11,15, 22;1358:4;1359:14; 1361:2;1362:3,10; 1363:2,5,7;1365:15,20; 1372:4
agreements (5)
1358:8,9,16; 1371:18,21
Ah (1)
1293:20
ahead (1)
1366:19
allowed (1)
1293:19
allows (2)
1324:19;1345:11
along (1)
1336:19
alongside (1)
1305:6
always (2)
1320:7;1326:16
amendable (1)
1279:3
amendment (1)
1338:2
among (1)
1326:11
amount (5)
1305:6;1306:18,19; 1327:6;1356:14
ample (1)
1300:11
Amtrak (52)
1274:14;1276:11; 1277:5,14,22;1278:22; 1279:17;1280:11,18; 1281:15;1303:5; 1312:1;1313:5,20; 1314:4;1315:7;1316:4;
<table>
<thead>
<tr>
<th>Term</th>
<th>Count</th>
<th>Page Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>assumed</td>
<td>1</td>
<td>1321:14</td>
</tr>
<tr>
<td>assuming</td>
<td>1</td>
<td>1279:17</td>
</tr>
<tr>
<td>arbitration</td>
<td>4</td>
<td>1278:21;1284:9;1320:4;1327:5</td>
</tr>
<tr>
<td>assumptions</td>
<td>1</td>
<td>1278:6</td>
</tr>
<tr>
<td>asterisk</td>
<td>3</td>
<td>1287:1,3;1294:8</td>
</tr>
<tr>
<td>attached</td>
<td>1</td>
<td>1349:19</td>
</tr>
<tr>
<td>attaches</td>
<td>1</td>
<td>1350:8</td>
</tr>
<tr>
<td>attachments</td>
<td>1</td>
<td>1348:5</td>
</tr>
<tr>
<td>attaining</td>
<td>1</td>
<td>1311:2</td>
</tr>
<tr>
<td>attention</td>
<td>3</td>
<td>1271:5;1348:2;1349:2</td>
</tr>
<tr>
<td>attest</td>
<td>1</td>
<td>1336:15</td>
</tr>
<tr>
<td>August</td>
<td>1</td>
<td>1347:9</td>
</tr>
<tr>
<td>available</td>
<td>5</td>
<td>1288:9;1312:12;1320:20;1355:10,11</td>
</tr>
<tr>
<td>average</td>
<td>3</td>
<td>1300:20;1314:6;1350:14</td>
</tr>
<tr>
<td>award</td>
<td>1</td>
<td>1272:15</td>
</tr>
<tr>
<td>awarding</td>
<td>1</td>
<td>1367:6</td>
</tr>
<tr>
<td>aware</td>
<td>3</td>
<td>1333:15;1346:13;1356:14</td>
</tr>
<tr>
<td>away</td>
<td>1</td>
<td>1323:19</td>
</tr>
<tr>
<td>awful</td>
<td>1</td>
<td>1321:10</td>
</tr>
<tr>
<td>B&amp;B</td>
<td>1</td>
<td>1301:20</td>
</tr>
<tr>
<td>back</td>
<td>19</td>
<td>1270:16;1277:6,12;1285:4;1295:5;1296:7,18;1299:3;1314:14;1318:19,22;1325:18;1331:10;1333:18;1334:1;1345:11,14;1350:7;1374:1</td>
</tr>
<tr>
<td>bad</td>
<td>1</td>
<td>1367:11</td>
</tr>
<tr>
<td>bankruptcies</td>
<td>2</td>
<td>1370:20;1371:16</td>
</tr>
<tr>
<td>bargaining</td>
<td>8</td>
<td>1357:16;1360:8,14;1362:19;1367:10;</td>
</tr>
<tr>
<td>bidder</td>
<td>1</td>
<td>1328:18</td>
</tr>
<tr>
<td>bidders</td>
<td>1</td>
<td>1328:22</td>
</tr>
<tr>
<td>bids</td>
<td>1</td>
<td>1318:9</td>
</tr>
<tr>
<td>bigger</td>
<td>3</td>
<td>1279:22;1280:11,1</td>
</tr>
<tr>
<td>binders</td>
<td>1</td>
<td>1336:15</td>
</tr>
<tr>
<td>bit</td>
<td>1</td>
<td>1316:15</td>
</tr>
<tr>
<td>blow</td>
<td>1</td>
<td>1280:2</td>
</tr>
<tr>
<td>BMWE (14)</td>
<td>1302:22;1304:11,11,12;1311:5;1314:9;1325:15;1329:9,13;1334:5;1337:10;1338:17;1340:20;1342:12;1352:8</td>
<td></td>
</tr>
<tr>
<td>BMWED</td>
<td>11</td>
<td>1275:16;1301:8,18;1303:11;1305:19;1310:12;1315:13;1320:12;1362:11</td>
</tr>
<tr>
<td>BMWED's</td>
<td>1</td>
<td>1364:20</td>
</tr>
<tr>
<td>BNSF</td>
<td>1</td>
<td>1346:16</td>
</tr>
<tr>
<td>Board</td>
<td>19</td>
<td>1270:3,3,6,9;1271:19;1285:18;1286:2;1288:7;1296:19;1297:11;1302:4;1303:4;1324:7;1333:15;1336:3,4,18;1350:6;1366:18</td>
</tr>
<tr>
<td>Boardman</td>
<td>1</td>
<td>1335:13</td>
</tr>
<tr>
<td>bodies</td>
<td>1</td>
<td>1321:11</td>
</tr>
<tr>
<td>book</td>
<td>1</td>
<td>1347:18</td>
</tr>
<tr>
<td>Boston</td>
<td>8</td>
<td>1369:19,22;1370:6,8,12;1371:5;1372:17;1373:10</td>
</tr>
<tr>
<td>both</td>
<td>7</td>
<td>1272:10;1280:21;1316:16;1336:17;1350:15;1352:8;1365:3</td>
</tr>
<tr>
<td>benefits</td>
<td>1</td>
<td>1337:18</td>
</tr>
<tr>
<td>best</td>
<td>1</td>
<td>1374:3</td>
</tr>
<tr>
<td>bet</td>
<td>1</td>
<td>1274:6</td>
</tr>
<tr>
<td>better</td>
<td>4</td>
<td>1273:3;1316:15;1365:1;1367:15</td>
</tr>
<tr>
<td>beyond</td>
<td>1</td>
<td>1278:1</td>
</tr>
<tr>
<td>bid</td>
<td>6</td>
<td>1318:21;1322:8,16,22;1324:8;1326:10</td>
</tr>
<tr>
<td>calculated</td>
<td>4</td>
<td>1275:17;1311:8;1314:15;1350:15</td>
</tr>
<tr>
<td>calculating</td>
<td>1</td>
<td>1274:13</td>
</tr>
<tr>
<td>calculation</td>
<td>3</td>
<td>1279:14;1280:18;1311:11</td>
</tr>
<tr>
<td>calculations</td>
<td>1</td>
<td>1350:16</td>
</tr>
<tr>
<td>California</td>
<td>1</td>
<td>1357:1</td>
</tr>
<tr>
<td>call</td>
<td>11</td>
<td>1275:22;1284:20;1338:20;1340:14;1343:22;1349:8,9;1355:20;1356:3;1358:21;1369:18</td>
</tr>
<tr>
<td>Came</td>
<td>14</td>
<td>1311:5;11;1327:4;1330:6;1333:16;1336:5;1337:9;1342:11;1345:16,19;1346:2;1370:20;1372:13</td>
</tr>
<tr>
<td>can</td>
<td>32</td>
<td>1273:6;1275:18;1277:18;1278:14,16;1279:15;20;1287:3;1288:7;1293:12;1300:20;1308:15;1311:15;1312:15;1314:15;1316:5;1319:5;1322:12,22;1323:1;1325:16;1329:14;1330:22;1331:8;1333:10;1339:3;1348:2;1350:6;1363:4;1365:4</td>
</tr>
<tr>
<td>capability</td>
<td>1</td>
<td>1307:16</td>
</tr>
<tr>
<td>capital</td>
<td>2</td>
<td>1352:17;1354:16</td>
</tr>
<tr>
<td>capture</td>
<td>1</td>
<td>1292:16</td>
</tr>
<tr>
<td>care</td>
<td>1</td>
<td>1283:16</td>
</tr>
<tr>
<td>career</td>
<td>2</td>
<td>1297:18;1313:4</td>
</tr>
<tr>
<td>carefully</td>
<td>1</td>
<td>1319:6</td>
</tr>
<tr>
<td>Carrier</td>
<td>6</td>
<td>1273:12,19;1285:10;1288:9;1334:9;1371:3</td>
</tr>
<tr>
<td>case</td>
<td>2</td>
<td>1355:14;1367:12</td>
</tr>
<tr>
<td>categories</td>
<td>6</td>
<td>1307:3,6;1311:4;1312:8;1313:12</td>
</tr>
<tr>
<td>category</td>
<td>4</td>
<td>1304:17;1306:6;1308:17;1309:18</td>
</tr>
<tr>
<td>census</td>
<td>1</td>
<td>1289:14</td>
</tr>
<tr>
<td>Central/Conrail</td>
<td>1</td>
<td>1371:12</td>
</tr>
<tr>
<td>certain</td>
<td>5</td>
<td>1270:4;1272:16;1297:5;1319:7;1365:6</td>
</tr>
<tr>
<td>certainly</td>
<td>4</td>
<td>1273:6;1313:5;1369:4,6</td>
</tr>
</tbody>
</table>
IN THE MATTER OF AMTRAK AND PRLBC

ARBITRATION HEARING - Vol. 6
January 16, 2014

Min-U-Script®
Inabnet Court Reporting
(703) 331-0212

(3) cetera - cut
IN THE MATTER OF AMTRAK AND PRLBC

ARBITRATION HEARING - Vol. 6
January 16, 2014

F

fact (9)
1284:3;1297:15;
1322:5;1336:6,14;
1346:14;1353:14;
1359:22;1361:7
facts (3)
1315:1;1321:19;
1340:12
Fair (8)
1279:4;1283:10;
1290:11;1295:6;
1321:21;1328:7;
1367:5,18
far (3)
1313:5;1358:2,7,9,
11,13;1359:9,11;
1371:17
far (3)
1304:13;1310:13;
1322:1
fear (1)
1366:8
Feb (1)
1339:1
February (12)
1337:9,21;1338:11,
13;1340:18;1342:3,5,
12,15;1360:19,21;
1362:2
felt (1)
1329:1
few (3)
1284:18;1351:8;
1363:19
filled (11)
1289:10,17;1290:13;
1298:12;1312:10;
1316:20;1319:13;
1327:14,16,20;1330:8
filling (2)
1322:5;1357:12
filtered (2)
1299:9,10
find (3)
1301:12;1302:10;
1304:5
fine (17)
1270:14;1278:13;
1281:16;1283:4;
1284:8,14;1332:11;
1333:20;1351:19,22;
1366:9;1368:22;
1369:3;7,12,17;
1373:20
First (13)
1270:8;1282:17;
1291:16;1293:13,15,
18;1299:2;1303:13;
1308:15;1313:21;
1324:17;1338:4,8
FISHGOLD (19)
1283:4;6;1289:8;
1291:6;1308:1;1324:2,4;
1325:2;1329:22;
1342:14,18,21
five (4)
1286:4;1305:3;
1326:21;1327:2
five-year (1)
1274:15
flag (1)
1324:2
flagging (1)
1323:22
flagman (2)
1310:3;1323:22
flexibility (2)
1297:17;1323:15
flock (1)
1324:1
flow (1)
1319:11
focus (3)
1292:5,5;1350:2
focusing (2)
1292:5,5;1350:2
follow (2)
1287:14;1320:3
following (3)
1274:15;1275:10;
1305:3;1329:2,5,
12,14;1340:21;1341:7;
1346:6;1365:20
fourth (1)
1341:11
frame (1)
1352:17
frankly (5)
1320:16;1336:2;
1346:18;1347:4;
1367:5
freight (15)
1272:21;1274:3,16;
1277:15;1337:11;
1339:21;1341:15,17;
1342:12;1346:11;
1361:1;1362:2,10;
1363:5;1366:19
freights (2)
1345:16;1359:2
frequent (1)
1359:20
Fritts (19)
1284:22;1285:13;
1288:12;20;1296:9,18;
19;1297:6,11,12;
1305:10;13;1351:5,18;
1316:12;1328:9,10;
1332:1,6
front (1)
1363:13
full (3)
1275:22;1283:18;
1370:6
fully (1)
1292:7
function (2)
1308:12;1309:13
fund (1)
1303:5
funding (2)
1343:19,19
furlough (1)
IN THE MATTER OF AMTRAK AND PRLBC ARBITRATION HEARING - Vol. 6
January 16, 2014

name (2) 1370:6;1371:10
national (4) 1274:3,16;1277:15;1357:22
nature (1) 1313:13
necessarily (1) 1317:19
need (17) 1270:15;1279:13;1284:17;1296:12;1320:13;1329:13;1341:21;1349:8;1357:14;1374:6
needed (7) 1292:12;1318:5,11;1329:13;1333:17;1344:18;1354:17
needing (1) 1355:16
needs (4) 1297:1;1313:10;1327:6;1348:9
negotiated (2) 1345:21;1356:6
Negotiating (1) 1336:7
negotiation (2) 1348:12;1365:19
negotiations (6) 1271:15;1336:19;1338:14;1342:3;1363:12,16
negotiators (1) 1342:2
neither (1) 1346:18
net (1) 1333:22

numbers (21) 1272:1;1276:4;1279:17;1280:5;1281:13;1282:12;1283:20;1297:8;1301:3;1316:18;1320:10;1321:16;1328:2;1337:17;1345:2;1350:5

October (6) 1284:2;1286:17;1301:16;1317:3;1321:1
off (12) 1305:17;1314:15;1318:20;1321:19;1331:11;1332:4;1333:8;1351:11;1373:21,22
offered (5) 1271:22;1272:6;1275:3;1340:18,22
office (2) 1309:11;1312:13
officer (3) 1316:7;8;1335:13
official (1) 1316:6
officials (4) 1316:3;3;1325:15;1359:16
offsets (1) 1367:5
often (2) 1302:16;1326:18
old (2) 1372:20,21
gerolder (1) 1272:8
one (37) 1278:4;1279:15;1284:10;1286:6,14,17;1293:9;1294:2,4;1298:13;1299:14,15;1300:5,6,20;1301:5;1315:6,20;1316:14;1321:1,11;1326:7;1327:21;1328:5;1329:8;1332:1;1333:4;1335:12;1338:18;1340:21;1345:10;1347:15;1350:5;1354:4,20,21;1355:1;1363:4;1366:10;1367:11

maybe (6) 1283:7;1297:9;1321:5;1331:14;1351:14
m-m-e-n (1) 1353:6
memory (1) 1278:14;1281:12;1291:6,15;1295:20;1307:5;1314:13;1317:8,15,16;1318:4;1319:15;1324:17;1325:22;1326:4;1328:2;1371:15
means (3) 1292:16,19;1308:16
meant (1) 1316:21
measuring (1) 1317:4
mediation (12) 1271:15;1283:14;1335:17;1336:3,4,10;18:1338:7,8;1360:22;1361:12,16
mediator (1) 1336:12
medical (2) 1280:12;1283:16
meeting (6) 1337:21;1338:14;1342:4,15;1347:7,9
meetings (1) 1283:19
Members (4) 1270:2;1349:16;1351:3;1364:11
membership (1) 1350:9
memorandum (1) 1353:6
memory (1) 1331:12
M-E-N (1) 1361:21
mentioned (2) 1307:8;1324:18
met (1) 1346:10
methodologies (1) 1283:20
me-too (2) 1274:19;1366:18
Metra (1) 1371:2
Metro (2) 1371:14;1372:16
Michael (1)
P

P&L. (1)
1274:14

package (1)
1367:11

page (19)
1272:3;1274:20; 1275:7;1277:17,17, 17:1339:3,5;1341:10; 1344:13;1347:17,21; 1350:21;1352:22; 1355:12,13;1356:16; 1365:1

pages (1)
1341:8

paid (5)
1306:4,6,8,15; 1315:15

Panel (3)
1328:8;1334:5; 1368:1

paper (1)
1336:15

paragraph (2)
1351:2;1356:21

part (8)
1303:13,15;1320:5; 1322:17;1341:1; 1364:21;1367:17; 1371:15

particular (12)
1289:1;1298:7; 1313:17;1318:12; 1321:1.17;1324:1.21; 1325:21;1330:1; 1348:15;1358:4

particularly (4)
1304:7;1308:20; 1324:22;1361:9

parties (3)
1272:11;1276:18; 1344:14

pass (3)
1279:7;1365:8; 1373:6

passed (1)
1293:17

passenger (1)
1370:15

past (2)
1314:3;1367:21

PATH (2)
1370:22;1372:16

pattern (5)
1303:9;1341:1; 1362:20;1367:7,7

patterns (1)
1274:2

pay (5)
1309:18;1350:14; 1356:19;1357:5,7

payment (1)
1363:5

payroll (1)
1275:10

PEB (1)
1346:22

Penn (4)
1329:18;1330:2,7; 1371:11

people (22)
1286:12;1291:22; 1293:4,19;1294:7; 1296:14;1304:22,22; 1305:3;1309:16; 1311:9;1320:13,16; 1322:1;1323:3,19; 1324:5,8,22;1326:20; 1327:19;1337:17

people’s (1)
1363:15

per (1)
1350:18

percent (28)
1275:20,21;1276:5; 6,11,17;1277:3,10; 1278:8;1281:13; 1296:13;1297:5; 1301:13,14;1303:22; 1304:10,14,17,18; 1305:1;1306:4,15; 1307:2;1310:14; 1341:12,20,22;1363:4

percentage (1)
1284:20;1285:3,8,
IN THE MATTER OF AMTRAK AND PRLBC

January 16, 2014

1282:8

referred (6)
1308:6;1309:3;
1346:7;1350:17;
1352:19,21

referring (8)
1299:3;1304:12;
1307:7;1329:15,18,20;
1339:5;1360:7

inabnet Court Reporting
(703) 331-0212

1279:3;1304:12;
1307:7;1329:15,18,20;
1339:5;1360:7

1359:1

1308:6;1309:3;
1346:7;1350:17;
1352:19,21

response (6)
1273:4;1308:7;
1344:17;1354:18;
1367:18;1368:14

rule (32)
1291:21;1293:11;
1301:19,22;1302:3;
1303:4;9,12;1305:8;
1345:6;10,12,14,15,19,
21;1346:10,12,17,21;
1348:8;1357:21;
1358:15;1359:2,6;
1360:6;1365:14,19;
1372:3;12,12,15

Salary (1)
1276:7

1333:4

1282:8

remaining (1)
1304:18

same (25)
1273:8;1278:6;
1290:16;1294:6;
1298:2,15;1300:18,18;
1309:1,2;1316:19,21;
1317:20,22,22,1318:1,
3;1326:16;1341:15,17;
1366:2;1372:12,14,20,
21

1350:16

salary (1)
1276:7

several (3)
1305:16;1328:13;
1346:15

rule (1)
1337:4

shall (1)
1337:4

shape (5)
1284:5;1332:10,12,
14;1373:9

Virginia (1)
1336:9

sheets 2
1307:11;1314:16

shop (1)
1300:9

short (3)
1325:8;1351:9;
1373:11

show (1)
1277:16

shorter (2)
1369:10;1373:15

show (3)
1273:22;1294:17;
1319:2

shown (1)
1299:20

shop (1)
1277:16

shrinks (1)
1324:12

shrinks (1)
1276:19

sick (1)
1323:19

sick (1)
1363:21

side (3)
1281:12;1336:12;
1344:14

sides (1)
1365:3

sign (1)
1337:12

signal (1)
1371:22

SIGNATURES

1305:16

1337:4

1373:11

1325:8;1351:9;
1373:11

1282:8

Responding (1)
1311:18

1299:3;1304:12;
1307:7;1329:15,18,20;
1339:5;1360:7

Row (1)
1371:22