March 8, 2018

Mr. Roland Watkins - Director of Arbitration Services  
National Mediation Board  
1301 K Street, NW, Suite 250, East  
Washington, DC  20005

Re: Establishment of New Public Law Board

Dear Mr. Watkins:

This letter serves as formal notification to the Office of Arbitration Services of the National Mediation Board (NMB) that the Brotherhood of Maintenance of Way Employes Division-IBT Rail Conference and the Florida East Coast Railway, in accordance with Section 3, Second of the Railway Labor Act have entered into an Agreement to establish a Public Law Board to hear the dispute listed on Attachment A of the enclosed Agreement. We would appreciate your handling in the usual and customary manner for the establishment of such Board. Please notify the parties as to the Board Number assigned at your earliest convenience.

This letter also serves as formal notification to the Office of Arbitration Services of the National Mediation Board (NMB) regarding the institution of proceedings as reflected in the enclosed Attachment A to the Special Board of Adjustment Agreement. We acknowledge that the cases will be added to the NMB’s case management system and not assigned to any arbitrator. The parties will later notify the NMB in writing of the specific cases that the parties would like assigned to an arbitrator for hearing and/or decision.

Sincerely,

Andrew M. Mulford  
Public Law Board Coordinator

AMM/tml

Enclosure: Special Board of Adjustment Agreement and Attachment A (List of Cases)

cc:  Mr. T. Ballas, Carrier Member  
     Mr. D. Albers, General Chairman
AGREEMENT BETWEEN

FLORIDA EAST COAST RAILWAY
(hereinafter referred to as "the Carrier")

AND

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
DIVISION - IBT RAIL CONFERENCE
(hereinafter referred to as "the Organization")

It is mutually agreed between the Organization and the Carrier that:

1. In accordance with the provisions of the Railway Labor Act and Public Law 89-456, the Carrier and the Organization (collectively "the Parties") establish a Public Law Board ("Board"). The Board's designation, as provided by the National Mediation Board ("NMB"), is Public Law Board: ________________________.

2. The Board shall not have jurisdiction to conduct as an interest arbitration or to resolve disputes growing out of requests for changes in rates of pay, rules, or working conditions, nor have authority to change existing agreements or to establish new rules. The Board shall have jurisdiction over the cases listed on the attached NMB's Attachment "A", and any other cases added to the NMB's Attachment "A" during the life of the Board via mutual consent of the Carrier and Employe Member. This mutual consent shall serve to list the dispute to the Board and close the on-property record.

3. The Board shall consist of three (3) members. One (1) member shall be selected by the Carrier and shall be known as the "Carrier Member". One (1) member shall be selected by the Organization and shall be known as the "Employe Member". The third member, who is a neutral person and unbiased as between the parties, shall be Chairman of the Board and referred to as the Neutral Member. The Carrier Member and the Employe Member may be changed at any time by the respective parties designating them.

   The initial Carrier Member of this Board shall be: Thomas R. Ballas.
   The initial Employe Member of this Board shall be: Andrew M. Mulford.

4. The Carrier and Employe Members shall confer within fifteen (15) calendar days after the date of this Agreement for the purpose of selecting the Neutral Member of the Board. If the Carrier and Employe Members agree upon the Neutral Member and the person so agreed upon accepts the appointment, then such person shall serve as Chairman of the Board. If, within ten (10) calendar days after such first conference, the Carrier and Employe Members fail to agree upon a Neutral Member, either member may request the NMB to supply a list of eleven (11) potential arbitrators, from which the parties shall
choose the Neutral Member by alternately striking names from that list (the first strike to
be allocated to a party by a coin toss), so that only a single name remains; and that
remaining name on the list shall be deemed elected as the Neutral Member. The Carrier
and Employe Members shall commence the striking process within five (5) calendar days
after receipt of the strike list. In case of a permanent or temporary vacancy on the Board
with respect to either the partisan members or the neutral member, the vacancy shall be
filled in the same manner as the initial selection. The Neutral Member shall be subject to
replacement by mutual consent of the Carrier and Employe Members at any time or
unilaterally after the Neutral Member has served two (2) years.

5. The compensation and expenses of the Carrier Member shall be borne by the Carrier. The
compensation and expenses of the Employe Member shall be borne by the Organization.
The compensation and expenses of the Neutral Member shall be set and paid for by the
NMB pursuant to the Railway Labor Act and Public Law 89-456. All other expenses shall
be borne half by the Carrier and half by the Organization.

6. Once mutual consent is established and a case is added to the Board, the Employe Member
shall inform the NMB and request the NMB add the dispute to its case management system
(using the NMB’s Attachment “A”). After the NMB informs the Carrier and Employe
Members that a case has been added to its case management system, the Employe Member
shall be responsible for requesting that the NMB assign a specific Neutral Member to hear
the case. The Employe Member shall forward copies of such requests to all Board
Members. Notwithstanding any other provision in this Agreement, if the NMB is notified
and directed to assign a specific Neutral Member to a case, neither the Carrier nor Employe
Member may remove the Neutral Member from hearing/issuing a decision on such cases.

7. Once the NMB notifies the Parties a dispute has been funded, the Board shall promptly
confer for the purposes of scheduling the exchange of written submissions and settle on a
hearing time and location. Parties’ submissions and oral arguments at the hearing are
restricted to evidence and arguments properly raised during the on-property handling. At
the hearing, Board Members shall appear in person. The Neutral Member shall limit their
decision on each case to argument and evidence properly in the record.

8. Awards shall be in writing, contain an effective date, with copies furnished to each of the
Parties and shall be executed within ninety (90) days from date of the oral hearing. Awards
shall be final and binding on both parties, subject to the provisions of the Railway Labor
Act as amended by Public Law 89-456. If an award is rendered in favor of an employe, it
shall order the Carrier to fully comply within thirty (30) calendar days.

9. In situations where a dispute arises involving the interpretation of an award, the Board,
upon request of either party, will reconvene and interpret the award in the light of the
dispute.
10. Board Members shall have one (1) vote and any two (2) members of the Board shall be competent to render an award, or, to dispose of any Board matter.

11. This Agreement may be cancelled by either the Carrier or Employe Member by giving thirty (30) calendar days’ advance written notice thereof to the other party. However, as set forth elsewhere in this Agreement, any disputes which are being processed under the procedures provided herein at the time such notice of cancellation is served, as well as interpretations, shall be handled to a conclusion in accordance with this Agreement.

12. A determination that a third party may have an interest in a work jurisdiction dispute shall be made by the Board as constituted with a Neutral Member to consider and dispose of the dispute. Any requests for a determination must be made sixty (60) days in advance of the hearing. Where it is determined that a third party may have an interest in a dispute, such party shall be furnished a copy of the claim and a copy of this Agreement. Such third party shall be given reasonable notice of the date and time the dispute is to be heard by the Board and shall be afforded an opportunity to appear before the Board on such date and present its cases to the Board in a manner consistent with the rules and procedures adopted by the Board.

13. The Parties may mutually agree to change, modify, waive or otherwise amend the provisions of this agreement at any time. However, such changes must be in writing and signed by both the Carrier and Employe Members.

Signed March 1, 2018

For:  
Brotherhood of Maintenance of Way Employes Division - IBT Rail Conference

For:
Florida East Coast Railway

Dennis R. Albers
General Chairman - BMWED

Thomas R. Ballas
Florida East Coast Railway

Approved:

Freddie N. Simpson
President - BMWED
# NATIONAL MEDIATION BOARD

Current Attachment A - Part I  
(Open Cases Only)

## BOARD NO.____________________

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<th>NMB CASE NO.</th>
<th>SUBJECT MATTER 1/</th>
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<th>ORGAN. CASE NO. 2/</th>
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1/ Include Claimant’s Name if applicable  
2/ Include Number Only if desired.

FORMS CAN BE REPRODUCED IF ADDITIONAL COPIES ARE NEEDED