

WAGE AND RULE AGREEMENT

THIS AGREEMENT, effective upon receipt of written notice of ratification, or as specifically otherwise indicated, by and between National Railroad Passenger Corporation (Amtrak), and the employees represented by the Brotherhood of Maintenance of Way Employees (BMWWE) witnesseth:

IT IS HEREBY AGREED:

ARTICLE I – WAGES

Section 1 -First General Wage Increase

- (a) Effective July 1, 2002, all rates of pay resulting from Article II, Part A, below for employees covered by this Agreement shall be increased in the amount of six and eighty-seven thousands (6.087) percent. The increase provided for in this Section 1 shall be applied as follows:

- (b) Disposition of Fractions -

Rates of pay resulting from application of paragraph (a) above, which end in fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

- (c) Application of Wage Increases -

The increase in wages provided for in this Article shall be applied in accordance with the wage or working conditions agreement in effect between Amtrak and the labor organization party hereto. Special allowances not included in fixed hourly, daily, weekly or monthly rates of pay for all services rendered, and arbitraries representing duplicate time payments, will not be increased. Overtime hours will be computed in accordance with individual schedules for all overtime hours paid.

Section 2 - Second General Wage Increase

Effective July 1, 2003, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of three (3) percent. The increase provided for in this Section 2 shall be applied in the same manner as provided for in Section 1 hereof.

Section 3 - Third General Wage Increase

Effective July 1, 2004, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of three and one-quarter (3.25) percent. The increase provided for in this Section 3 shall be applied in the same manner as provided for in Section 1 hereof.

Section 4 – Fourth General Wage Increase

Effective July 1, 2005, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of two-and-one-half (2.5) percent. The increase provided for in this Section 4 shall be applied in the same manner as provided for in Section 1 hereof.

Section 5 – Fifth General Wage Increase

Effective July 1, 2006, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of three (3) percent. The increase provided for in this Section 5 shall be applied in the same manner as provided for in Section 1 hereof.

Section 6 – Sixth General Wage Increase

Effective July 1, 2007, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of three (3) percent. The increase provided for in this Section 6 shall be applied in the same manner as provided for in Section 1 hereof.

Section 7 – Seventh General Wage Increase

Effective July 1, 2008, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of four (4) percent. The increase provided for in this Section 7 shall be applied in the same manner as provided for in Section 1 hereof.

Section 8 – Eighth General Wage Increase

Effective July 1, 2009, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of four and one-half (4.5) percent. The increase provided for in this Section 8 shall be applied in the same manner as provided for in Section 1 hereof.

Section 9 – Retroactive Payments

- (a) Retroactive payments that result from the implementation of this Article, less the offsets provided in Articles II, Part A, and III, Part B, shall be made to employees in two payments as follows:
 - (i) Forty (40) percent of the amount due each eligible employee will be paid within sixty days after notice of ratification.
 - (ii) The remaining sixty (60) percent will be paid to each eligible employee on or before the anniversary date of the date of the first payments.
- (b) Eligibility for retroactive payments shall be limited to those employees who were on the payroll as of December 1, 2007, including sick leave, disability (excluding disability retirement), temporary suspension on December 1, 2007, furlough or leave of absence.

ARTICLE II- COST-OF-LIVING: PAYMENTS

Part A -Cost-of Living Payments Under Agreement Dated December 9, 1997

Prior to the implementation of Article I, Section 1, twenty-seven (27) cents-per-hour of the cost-of-living allowance payable under the prior agreement shall be rolled into basic rates of pay. The COLA provision on the prior agreement shall be eliminated effective with the implementation of this Article. Cost-of-living allowance payments made to employees for periods before July 1, 2002 shall be retained. All cost-of-living allowance payments made thereafter, in excess of twenty-seven (27) cents shall be recovered from any retroactive payments made under Article I of this Agreement.

ARTICLE III – MEDICAL PLAN AND VISION PLAN

Part A -Plan Changes

Section 1 -Continuation of Health and Welfare Plan

The AMPLAN medical plan (“the Plan”) and vision plan, modified as provided in this Article with respect to employees represented by the organization and their eligible dependents, will be continued subject to the provisions of the Railway Labor Act.

Section 2 -Plan Benefit Changes

- (a) The Plan's Comprehensive Health Care Benefit ("CHCB") is amended to include one routine physical examination (including diagnostic testing and immunizations in connection with such examination) each calendar year for covered employees and their eligible dependents. Such CHCB benefit shall cover 100% of the Eligible Expenses involved up to \$150, and 75% of such Eligible Expenses in excess of \$150. Eligible Expenses include amounts up to reasonable and customary or the applicable PPO (discount arrangement) fee schedule.
- (b) In addition to the Plan's existing coverage for speech therapy, such therapy will be a Covered Health Service under the CHCB and the Plan's Managed Medical Care Program ("MMCP"), when given to children under three years of age as part of a treatment for infantile autism, development delay, cerebral palsy, hearing impairment, or major congenital anomalies that affect speech.
- (c) The Plan's Prescription Drug Card Program co-payments to in-network pharmacies per employee prescription are revised as follows:
 - (i) Generic Drug -\$10.00;
 - (ii) Brand Name (Non-Generic) Drug on Program Administrator's Formulary -\$20.00;
 - (iii) Brand Name (Non-Generic) Drug Not on Program Administrator's Formulary - \$30;
 - (iv) Brand Name (Non-Generic) Drug on Program Administrator's Formulary that is not ordered by the patient's physician by writing "Dispense as Written" on the prescription and there is an equivalent Generic Drug-increase to \$20.00 plus the difference between the Generic Drug and the Brand Name (Non-Generic) Drug;
 - (v) Brand Name (Non-Generic) Drug Not on Program Administrator's Formulary that is not ordered by the patient's physician by writing "Dispense as Written" on the prescription and there is an equivalent Generic Drug-increase to \$30.00 plus the difference between the Generic Drug and the Brand Name (Non-Generic) Drug;

- (d) The Plan's Mail Order Prescription Drug Program co-payments per employee prescription are revised as follows:
 - (i) Generic Drug -\$20.00;
 - (ii) Brand Name (Non-Generic) Drug on Program Administrator's Formulary - \$30.00;
 - (iii) Brand Name (Non-Generic) Drug Not on Program Administrator's Formulary - \$60.
- (e) Phenylketonuria blood tests ("PKU") will be a Covered Health Service under the MMCP and the CHCB when given to infants under the age of one in a hospital or on an out-patient basis.
- (f) The MMCP will not require a co-payment on behalf of a participant or beneficiary with respect to any visit to a physician's office solely for the administration of an allergy shot.
- (g) A Hearing Benefit will be provided. Such arrangement shall provide a Maximum Benefit of \$600.00 annually for each covered person for covered expenses. Covered expenses shall consist of charges for medically necessary tests and examinations to establish whether and to what extent there is a hearing loss, and charges for a permanent hearing aid that is medically necessary to restore lost hearing or help impaired hearing. Such Benefit may, at the Carrier's option, be administered through the Plan or as a separate arrangement, and will include standard limitations, conditions and exclusions.
- (h) In addition to the Plan's existing coverage for cochlear implants, such implants for diagnosis or treatment of hearing loss will be a Covered Health Service under the CHCB and MMCP.
- (i) The Plan life insurance benefit for active employees shall be increased to \$20,000, and the Plan's maximum accidental death and dismemberment benefit for active employees shall be increased to \$16,000.
- (j) All of the benefits as changed herein will be subject to the Plan's generally applicable limitations, conditions, and exclusions. Existing Plan provisions not specifically amended by this Article shall continue in effect without change.

- (k) This Section shall become effective with respect to employees covered by this Agreement on May 1, 2008.

Section 3 – Vision Care

The benefits provided under the Vision Care Plan shall be changed from the Select to the Standard arrangement on May 1, 2008.

Section 4 –Plan Design Changes To Contain Costs

- (a) The parties will, as appropriate, research the existence, costs, benefits and services provided, outcomes and other relevant statistics of regional health maintenance organizations, and shall make participation in such of those organizations as the parties deem appropriate available as an option to individuals covered by the Plan.
- (b) With respect to Plan participants and their beneficiaries who live in an area where they may choose between CHCB and MMCP coverage, the percentage of Eligible Expenses payable by the Plan with respect to an individual covered under the CHCB will be 75% until the Out-of-Pocket Maximum is reached, but only 60% if a required notice to Care Coordination/Patient Management is not given or if Care Coordination/Patient Management determines that the service or supply involved, although a Covered Health Service, is not Medically Appropriate.
- (c) The annual deductibles for Individual and Family under the Plan's CHCB will be increased to \$200 and \$400, respectively. The Annual Out-of-Pocket Maximum under the Plan's CHCB will be increased to \$2,000 per individual and \$4,000 per family.
- (d) The annual deductibles for Individual and Family Out-of-Network services under the Plan's MMCP will be increased to \$300 and \$900, respectively. The Annual Out-of-Pocket Maximum under the Plan's MMCP for out of network services will be increased to \$2,000 per individual and \$4,000 per family.
- (e) Under the MMCP:
- (i) the Office Visit Co-Payment for In-Network Services shall be increased to \$20.00 for each office visit to a provider in general practice or who specializes in pediatrics, obstetrics-gynecology, family practice or internal medicine.

- (ii) The co-payment on behalf of a participant or beneficiary for each visit to an Urgent Care Center is \$25.00
- (iii) The co-payment on behalf of a participant or beneficiary for each visit to a Specialist or any other provider shall be \$35.
- (f) Under the MMCP, the co-payment on behalf of a participant or beneficiary with respect to any visit to a hospital emergency room shall be \$50. Note: Where the participant or beneficiary is admitted to the hospital, such co-pay is waived.
- (g) For purposes of the Plan, the term “children” as used in connection with eligibility for benefits is defined as follows:

“Children include:

- natural children,
- stepchildren,
- adopted children (including children placed with you for adoption), and
- your grandchildren, provided they have their legal residence with you and are dependent for care and support mainly upon you and wholly, in the aggregate, upon themselves, you, your spouse, scholarships and the like, and governmental disability benefits and the like.”

The definition of the term “children”, as used in connection with determinations of “Eligible Dependents” under the terms of the Dental Plan and the Vision Plan, respectively, shall be revised as provided as above.

- (h) The Plan design changes contained in this Section shall become effective on May 1, 2008.

Part B – Employee Cost Sharing of Plan Cost Amounts

Section 1

Employee cost sharing contributions towards AMPLAN, Dental, Vision, AD&D, and life insurance coverage under this contract will be as follows:

- (a) Effective July 1, 2001 each employee covered by this Agreement shall contribute \$33.39 for each month that the employee met the qualifying requirement for active employees for AMPLAN health benefits coverage for himself and/or his dependents.
- (b) Effective July 1, 2002, each employee covered by this Agreement shall contribute \$81.18 for each month that the employee met the qualifying requirement for active employees for AMPLAN health benefits coverage for himself and/or his dependents.
- (c) Effective July 1, 2003, each employee covered by this Agreement shall contribute \$79.74 for each month that the employee met the qualifying requirement for active employees for AMPLAN health benefits coverage for himself and/or his dependents.
- (d) Effective July 1, 2004, each employee covered by this Agreement shall contribute \$91.32 for each month that the employee met the qualifying requirement for active employees for AMPLAN health benefits coverage for himself and/or his dependents.
- (e) Effective July 1, 2005, each employee covered by this Agreement shall contribute \$97.43 for each month that the employee met the qualifying requirement for active employees for AMPLAN health benefits coverage for himself and/or his dependents.
- (f) Effective January 1, 2006, each employee covered by this Agreement shall contribute \$123.28 for each month that the employee met the qualifying requirement for active employees for AMPLAN health benefits coverage for himself and/or his dependents.
- (g) Effective January 1, 2007, each employee covered by this Agreement shall contribute \$166.25 for each month that the employee met the qualifying requirement for active employees for AMPLAN health benefits coverage for himself and/or his dependents.
- (h) Effective January 1, 2008, each employee covered by this Agreement shall contribute \$166.25 for each month that the employee met the qualifying requirement for active employees for AMPLAN health benefits coverage for himself and/or his dependents.
- (i) Effective July 1, 2008 the per month employee cost-sharing contribution amount set forth in subsection (h) shall be changed to one-twelfth of 15% of

the per employee cost for AMPLAN, Dental, Vision, AD&D and Life Insurance coverage for the prior calendar year.

- (j) The employee cost sharing contribution shall be further adjusted on the basis of the calculation above on July 1, 2009, and July 1, 2010.
- (k) Notwithstanding the result of the formula in (i) above, the July 1, 2010, employee monthly cost-sharing contribution shall be adjusted to be the lesser of (i) or (ii) below:
 - (i) 15% of the Carrier's total costs of above benefits for the last plan year, divided by 12, or
 - (ii) \$200.00 or the July 1, 2009, employee monthly cost-sharing contribution amount, whichever is greater.

Last amount in the 2010 calculation will continue and not increase unless by agreement.

Section 2 - Pre-Tax Contributions

Employee cost-sharing contributions shall be made on a pre-tax basis, and in that connection, a Section 125 cafeteria plan will be established pursuant to this Agreement.

Section 3 – Retroactive Contributions

Retroactive employee cost-sharing contributions shall be offset against any retroactive wage payments provided to the affected employee under Article I, Sections 9 of this Agreement, provided, however, there shall be no such offset for any month for which the affected employee was not obligated to make a cost-sharing contribution. An employee's retroactive cost-sharing contribution shall in no event exceed the retroactive portion of general wage increases payable under Article I, Section 9.

Section 4 – Spouse Coverage and Opt-Out

- (a) During a prescribed election period preceding each January 1 thereafter, employees may certify to the Plan or its designee in writing that they have health care coverage (which includes medical, prescription drug, and mental health/substance abuse benefits) under another group health plan or health insurance policy, including AmPlan, that they identify by name and, where

applicable, by group number, and for that reason they elect to forego coverage for health benefits for themselves and their dependents under the Plan. Such election is hereafter referred to an "Opt-Out Election" and, when exercised, the employee will not be required to contribute monthly payments to the Plan as described in this Agreement. An employee who exercises an Opt-Out Election shall be opting-out of medical plan coverage but shall retain coverage under other negotiated health and welfare plans so long as he otherwise satisfies eligibility and coverage requirements of those plans.

- (b) If an event described below occurs subsequent to an employee's Opt-Out Election, the employee may, upon providing the Plan or its designee with proof satisfactory to it of the occurrence of such event, revoke his or her Opt-Out Election. An employee may also revoke his or her Opt-Out Election by providing the Plan or its designee with proof satisfactory to it that, after the employee made the Opt-Out Election, a person became a dependent of the employee through a marriage, birth, or adoption or placement for adoption. An employee who revokes an Opt-Out Election will, along with his or her dependents, be once again covered (effective the first day of the first month following such revocation that the employee and/or his dependents would have been covered but for the Opt-Out Election the employee had previously made) for health benefits under the Plan, and will be required to contribute the monthly payments to the Plan.

The following events are the events referred to in the immediately preceding paragraph:

- (i) The employee loses eligibility under, or there is a termination of employer contributions for, the other coverage that allowed the employee to make the Opt-Out Election, or
 - (ii) If COBRA was the source of such other coverage, that COBRA coverage is exhausted.
- (c) There is no retroactive application of this opt-out provision.
- (d) When a husband and wife are each covered for medical benefits by virtue of each being an Amtrak employee, one spouse may opt-out provided that the other spouse remains covered as an Eligible Employee. In that event, the Plan's coordination of benefits rules that are applied when a husband and wife are covered under the Plan both as an Eligible Employee and as an Eligible Dependent shall continue to be applicable.

ARTICLE IV -OFF-TRACK VEHICLE ACCIDENT BENEFITS

Update the Off Track Vehicle Accident Benefits as follows:

Section 1

Paragraph(b)(1) -Accidental Death or Dismemberment of the above-referenced Agreement provisions is amended to read as follows:

“(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$300,000
Loss of Both Hands or Loss of Both Feet	\$300,000
Loss of Sight of Both Eyes	\$300,000
Loss of One Hand and One Foot	\$300,000
Loss of One Hand and Sight of One Eye	\$300,000
Loss of One Foot and Sight of One Eye	\$300,000
Loss of One Hand or One Foot or Sight of One Eye	\$150,000

‘Loss’ shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.”

Section 2

Paragraph (b)(3) -Time Loss of the above-referenced Agreement provisions is amended to read as follows:

“(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost subject to a maximum payment of \$1,000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced

by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.”

Section 3

Paragraph (b)(4) -Aggregate Limit of the above-referenced Agreement provisions is amended by raising such limit to \$10,000,000.

ARTICLE V – SUPPLEMENTAL SICKNESS

The January 9, 1980 Supplemental Sickness Benefit Agreement, as subsequently amended (Sickness Agreement), shall be further amended as provided in this Article.

Part A – Plan Benefit Adjustments

Section 1 – Adjustment of Plan Benefits

- (a) The benefits provided under the Plan established pursuant to the Sickness Agreement (“SSB Plan”) shall be adjusted as provided in Paragraph (b) so as to provide the same benefits as those provided under the July 1, 2007 agreement between the BMW and the National Carriers’ Conference Committee.
- (b) Section 4 of the Sickness Agreement shall be revised as follows:

	<u>Per Hour</u>	<u>Per Month</u>
Class I Employees Earning (as of December 31, 2004)	\$19.19 or more	\$3,339 or more
Class II Employees Earning (as of December 31, 2004)	\$17.82 or more but less than \$19.19	\$3,101 or more but less than \$3,339
Class III Employees Earning (as of December 31, 2004)	Less than \$17.82	Less than \$3,101

Basic and Maximum Benefit Amount Per Month

<u>Classification</u>	<u>Basic</u>	<u>RUIA</u>	<u>Maximum</u>
Class I	\$1,033	\$1,218	\$2,251
Class II	\$907	\$1,218	\$2,125
Class III	\$763	\$1,218	\$1,981

Combined Benefit Limit

<u>Classification</u>	<u>Maximum Monthly Amount</u>
Class I	\$2,415
Class II	\$2,276
Class III	\$2,124

Section 2 – Further Adjustment of Plan Benefits

Effective December 31, 2009, the benefits provided under the Plan shall be adjusted so as to restore the same ratio of benefits to rates of pay as existed on the effective date of this Article.

Part B – Notice of Disability

Existing agreements and practices regarding the time within which notices of disability must be filed under the SSB Plan, and the consequences of failure to file within that time period, shall be modified as set forth below.

Section 1 – Notification

A SSB Plan participant shall give the vendor administering claims under the Plan notice of disability, solely with respect to disabilities beginning on or after the date of this Agreement, within sixty (60) days after the start of the disability, unless failure to do so is due to a serious physical or mental injury or illness suffered by the participant, in which case the notice of disability must be given to the vendor as soon as amelioration of such serious physical or mental illness or injury reasonably

permits. All claims with regard to which a notice of disability is not given in compliance with this time limitation shall be denied whether or not the SSB Plan has been prejudiced by such noncompliance or the claim is otherwise valid and payable.

Section 2 – Appeals

All final (second-level) appeals from claim denials under the SSB Plan that are pending on the date of this Agreement or are thereafter filed, where disposition of the claim required medical judgment that involved the participant's eligibility for SSB Plan benefits, his or her physical condition, the cause of his or her disability, or the date his or her disability started, will be considered and determined by a Disputes Committee consisting of one or more individuals selected by MCMC, LLC, an independent review entity, or such successor as may be mutually selected by the parties. In the event of a disagreement between the parties regarding selection of a successor, such dispute shall be resolved in the same manner as provided for in the existing arrangements governing disposition of deadlocks on matters brought before the Joint Plan Committee of the National H&W Plan.

ARTICLE VI - CONTINGENCIES AND DEFERRAL OF SELF-HELP

- 1) The parties agree that pursuant to the Railway Labor Act, 45 U.S.C. § 160, they are each free to engage in self-help effective 12:01 a.m. on January 30, 2008. The parties further agree that they shall forego and defer self-help pending completion of ratification procedures by the Brotherhood of Maintenance of Way Employees (BMWE) and approval by the Amtrak Board of Directors and a period of an additional 30 days from the earlier of the date the Brotherhood of Maintenance of Way Employees (BMWE) advises Amtrak that this Agreement has failed to ratify or Amtrak advises the Brotherhood of Maintenance of Way Employees (BMWE) that the Amtrak Board of Directors has disapproved the Agreement. If the Agreement is ratified by the Union and approved by the Amtrak Board of Directors, then it shall be effective, subject to the additional conditions set forth below, including the continued deferral of self-help pending the resolution of all conditions.
- 2) With respect to the second retroactive wage payment, as set forth in Article I, Section 9(a)(ii) ("Section 9(a)(ii) retroactive wage payment"), the parties agree as follows:

- a) Payment of the Section 9(a)(ii) retroactive wage payment shall be contingent on Amtrak receiving sufficient funding and revenue to allow Amtrak to carry out its financial obligations to make the Section 9(a)(ii) retroactive wage payment. Whether Amtrak has received sufficient funding and revenue to allow Amtrak to carry out its financial obligation to make the Section 9(a)(ii) retroactive wage payment shall be at the sole determination of the Amtrak Board of Directors. In the event sufficient additional funds are appropriated by Congress in FY 2008 for the purpose of paying the Section 9(a)(ii) retroactive wage payment, Amtrak shall make the Section 9(a)(ii) retroactive wage payment within ninety (90) days of receipt of funds by Amtrak.
- b) Prior to making the determination whether Amtrak has received sufficient funding and revenue to allow Amtrak to carry out its financial obligation to make the Section 9(a)(ii) retroactive wage payment, Amtrak shall give notice to and consult with the Brotherhood of Maintenance of Way Employees (BMWE).
- c) Should the Amtrak Board of Directors determine that Amtrak has failed to receive sufficient funding and revenue to allow Amtrak to carry out its financial obligation to make the Section 9(a)(ii) retroactive wage payment, then:
 - i) Amtrak shall notify the Brotherhood of Maintenance of Way Employees (BMWE) by the next business day following the Amtrak Board of Directors' determination.
 - ii) From the date of such notice until a period of 30 days after the date the Section 9(a)(ii) retroactive wage payment was due, the parties agree to meet and attempt to resolve any dispute concerning the terms and conditions of this agreement, including Amtrak's financial condition and the determination that Amtrak has not received sufficient funding and revenue to allow Amtrak to carry out its financial obligation to make the Section 9(a)(ii) retroactive wage payment.
 - iii) If the parties fail to reach agreement by the end of the period set forth in (ii), then the parties agree that for a final 30-day period they shall forego and defer self-help, after which the parties agree that a failure to pay the Section 9(a)(ii) retroactive wage

payment shall give the parties the right to engage in self-help pursuant to the Railway Labor Act, 45 U.S.C. § 160.

- d) The obligation to pay the Section 9(a)(ii) retroactive wage payment shall be null and void upon completion of all the procedures set forth in (c)(i), (c)(ii) and (c)(iii) above, and shall constitute an unresolved major dispute under existing Section 6 notices for which all Railway Labor Act procedures preceding self-help have been complied with and exhausted. However, all other terms of the Agreement shall be deemed to be part of the status quo pursuant to the Railway Labor Act.
- e) Should Amtrak make the Section 9(a)(ii) retroactive wage payment, the Agreement shall be final and effective for all purposes.

ARTICLE VII - GENERAL PROVISIONS

Section 1 -Approval

This Agreement is subject to ratification by the union.

Section 2 -Effect of this Agreement


- (a) The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of all of the parties' respective Section 6 Notices now open.
- (b) This Agreement shall remain in effect through December 31, 2009 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- (c) No party to this Agreement shall serve, prior to November 1, 2009 (not to become effective before January 1, 2010) any notice or proposal for the purpose of changing the subject matter of the provisions of this Agreement or which proposes matters covered by the proposals of the parties cited in paragraph (a) of this Section, and any proposals in pending notices relating to such subject matters are hereby withdrawn.


- (d) This Article will not bar management and the organization from agreeing upon any subject of mutual interest.

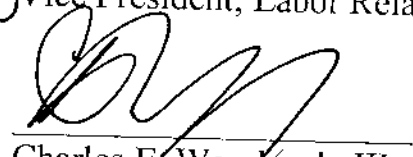
SIGNED AT WASHINGTON, DC THIS 18 DAY OF Jan, 2008.


FOR THE NATIONAL
RAILROAD PASSENGER
CORPORATION:


Brotherhood of Maintenance of Way
Employees (BMWE):



Joseph M. Bress
Vice President, Labor Relations

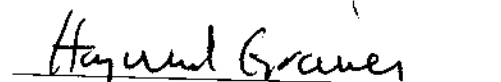

Jed Dodd,
General Chairman, BMWE

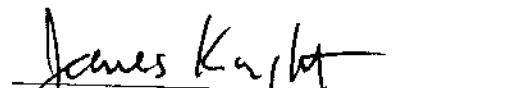

Charles E. Woodcock, III
Asst. Vice President, Labor Relations



Stuart A. Hurlburt, Jr
General Chairman BMWE


Richard F. Palmer
Director-Labor Relations


Louis R. Below
General Chairman BMWE


H. J. Granier
General Chairman BMWE


James D. Knight
General Chairman BMWE


Bradley A. Winter
General Chairman BMWE

APPROVAL:

F. N. Simpson / JFC
Freddie Simpson, President

Side Letter #1
January 18, 2008

Jed Dodd,
General Chairman BMW

H. J. Granier,
General Chairman BMW

Stuart A. Hurlburt, Jr.,
General Chairman BMW

James D. Knight,
General Chairman BMW

Louis R. Below,
General Chairman BMW

Bradley A. Winter,
General Chairman BMW

RE: AMPLAN Spouse Coverage and Opt-Out

Dear Gentlemen:

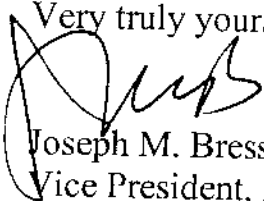
This will confirm our conversations concerning Article III, Part B, Section 3 on AMPLAN Spouse Coverage and Opt-Out of the agreement of this date.

Side Letter #1
January 18, 2008
Page 2

This confirms our understanding that for the balance of 2008, employees may exercise the options in Section 3 provided they advise Amtrak of their desires by the end of the month following the month of ratification.

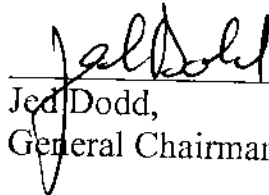
If the foregoing accurately reflects our understanding, please sign where indicated below.

Very truly yours,

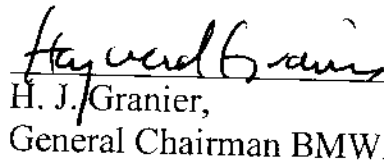


Joseph M. Bress
Vice President, Labor Relations

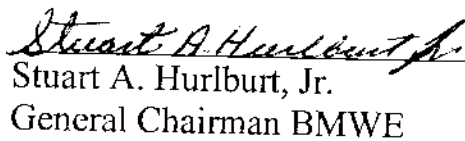
I concur:



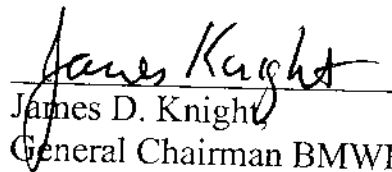
Jed Dodd,
General Chairman BMWE



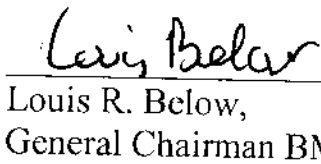
H. J. Granier,
General Chairman BMWE



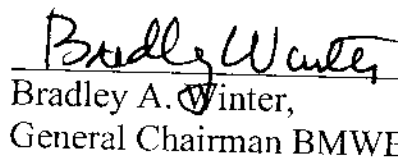
Stuart A. Hurlburt, Jr.
General Chairman BMWE



James D. Knight,
General Chairman BMWE



Louis R. Below,
General Chairman BMWE



Bradley A. Winter,
General Chairman BMWE

Side Letter #2
January 18, 2008

Jed Dodd,
General Chairman BMWWE

H. J. Granier,
General Chairman BMWWE

Stuart A. Hurlburt, Jr.,
General Chairman BMWWE

James D. Knight,
General Chairman BMWWE

Louis R. Below,
General Chairman BMWWE

Bradley A. Winter,
General Chairman BMWWE

RE: Retroactive Pay

Dear Gentlemen:

This will confirm our conversations concerning Article I, Section 9(b) of the agreement of this date.

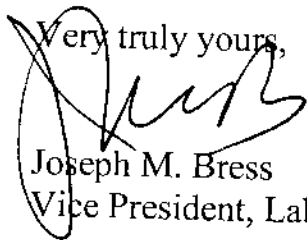
This confirms our understanding that consistent with the recommendations of Presidential Emergency Board 242, the status of "furlough" or "leave of absence" as used in Article I, Section 9(b) will not include those employees who as of December 1, 2007, were working in a non-Union covered position on Amtrak or for another government agency or company, including commuter operations.

Side Letter #2
January 18, 2008
Page 2

This also confirms our understanding that an employee in dismissed status on December 1, 2007 who is subsequently returned to service through the disciplinary appeal process will be considered eligible for retroactive payments under the term "temporary suspension" in Section 9(b).

If the foregoing accurately reflects our understanding, please sign where indicated below.

Very truly yours,

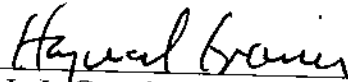


Joseph M. Bress
Vice President, Labor Relations

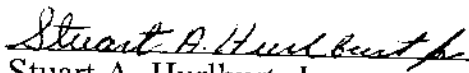
I concur:



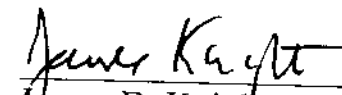
Jed Dodd,
General Chairman BMWE



H. J. Granier,
General Chairman BMWE



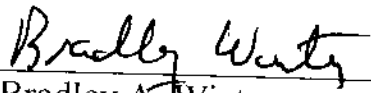
Stuart A. Hurlburt, Jr.
General Chairman BMWE



James D. Knight,
General Chairman BMWE



Louis R. Below,
General Chairman BMWE



Bradley A. Winter,
General Chairman BMWE

Side Letter #3
January 18, 2008

Jed Dodd,
General Chairman BMWWE

H. J. Granier,
General Chairman BMWWE

Stuart A. Hurlburt, Jr.,
General Chairman BMWWE

James D. Knight,
General Chairman BMWWE

Louis R. Below,
General Chairman BMWWE

Bradley A. Winter,
General Chairman BMWWE

Dear Gentlemen:

The retroactive payment to each Brotherhood of Maintenance of Way Employees (BMWWE) represented employee will be calculated as follows:

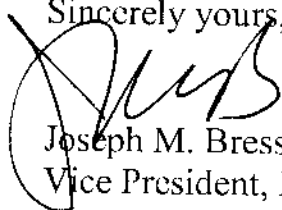
- The total value of the retroactive payment will be calculated first from July 1, 2002, until the date of the first payment of the wage increase occurs.
- The total value will be offset by the COLA payments during the period and the health insurance contributions during the period.
- The final figure will represent 100% of the retroactive pay due.
- 40% of that figure will be paid with appropriate tax and retirement tax deductions as provided in the Agreement during FY08.
- 60% of that figure will be paid with appropriate tax and retirement tax deductions one year later as provided in the Agreement.

Side Letter #3
January 18, 2008
Page 2

- At the time of the first retroactive payment, the employee will be provided a statement of the full value of the total retroactive payment.

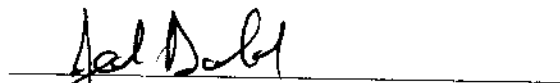
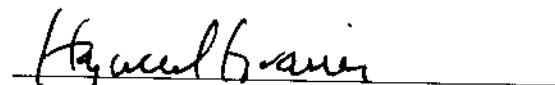
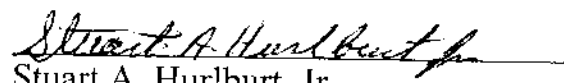
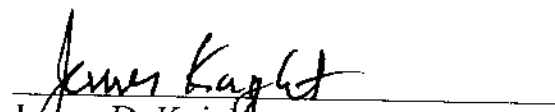
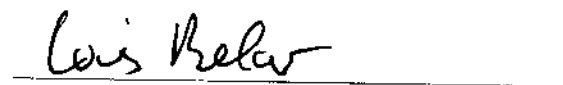
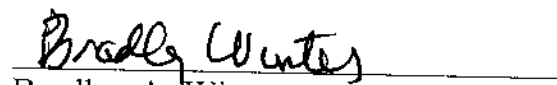
Amtrak will establish a review procedure for employees who believe their retroactive pay calculation may not be correct. Should such a dispute be resolved in the employee's favor, the correction will occur as soon as practicable.

Sincerely yours,



Joseph M. Bress
Vice President, Labor Relations

I concur:


Jed Dodd,
General Chairman BMWE
H. J. Granier,
General Chairman BMWE
Stuart A. Hurlburt, Jr.
General Chairman BMWE
James D. Knight,
General Chairman BMWE
Louis R. Below,
General Chairman BMWE
Bradley A. Winter,
General Chairman BMWE

Side Letter #4
January 18, 2008

Jed Dodd,
General Chairman BMW

H. J. Granier,
General Chairman BMW

Stuart A. Hurlburt, Jr.,
General Chairman BMW

James D. Knight,
General Chairman BMW

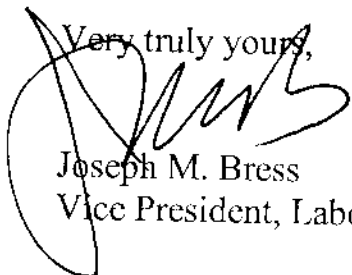
Louis R. Below,
General Chairman BMW

Bradley A. Winter,
General Chairman BMW

Dear Gentlemen:

This confirms our understanding this date that all employees receiving the \$29.50 per diem by Rule, memorandum of Agreement, or practice shall have their per diem payment increased to \$35.40 on the effective date of this Agreement.


Very truly yours,



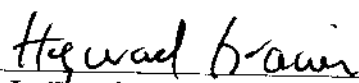
Joseph M. Bress
Vice President, Labor Relations

Side Letter #4
January 18, 2008
Page 2

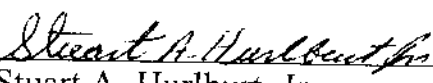
I concur:



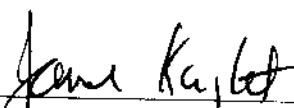
Jed Dodd,
General Chairman BMW



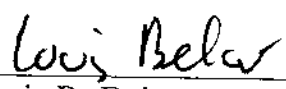
H. J. Granier,
General Chairman BMW



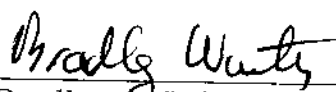
Stuart A. Hurlburt, Jr.
General Chairman BMW



James D. Knight,
General Chairman BMW



Louis R. Below,
General Chairman BMW



Bradley A. Winter,
General Chairman BMW

Side Letter #5
January 18, 2008

Jed Dodd,
General Chairman BMWE

H. J. Granier,
General Chairman BMWE

Stuart A. Hurlburt, Jr.,
General Chairman BMWE

James D. Knight,
General Chairman BMWE

Louis R. Below,
General Chairman BMWE

Bradley A. Winter,
General Chairman BMWE

Dear Gentlemen:

This will confirm our conversations concerning various payroll transactions pursuant to the agreement reached this date.

In the implementation of the agreement, the following understandings will be applied:

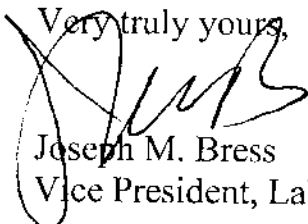
- Employee benefit cost sharing contributions prospectively will not be implemented until new rates of pay are implemented.
- Employee benefit cost sharing contributions will not be deducted in the same check as union dues are deducted.

Side Letter #5
January 18, 2008
Page 2

- Neither union dues nor 401(K) deductions, as may be applicable, will be made from either of the retroactive pay payments.

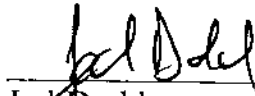
If the foregoing accurately reflects our understanding, please sign where indicated below.

Very truly yours,

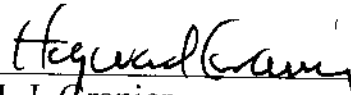


Joseph M. Bress
Vice President, Labor Relations

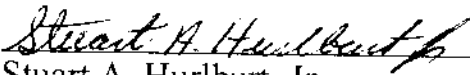
I concur:



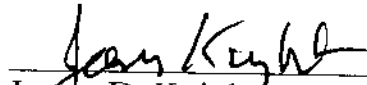
Jed Dodd,
General Chairman BMWE



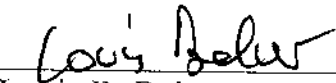
H. J. Granier,
General Chairman BMWE



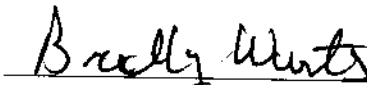
Stuart A. Hurlburt, Jr.
General Chairman BMWE



James D. Knight,
General Chairman BMWE



Louis R. Below,
General Chairman BMWE



Bradley A. Winter,
General Chairman BMWE



Transportation Communications International Union

An affiliate of the International Association of Machinists and Aerospace Workers



God Bless America

Daniel Biggs
International Secretary-Treasurer

January 25, 2008

Mr. Joe Bress
Vice President of Labor Relations
National Railroad Passenger Corporation
60 Massachusetts Avenue, N. E.
Washington, DC 20002

Dear Mr. Bress:

Please find enclosed a fully executed original letter dated January 23, 2008 clarifying the meaning of the term "prior calendar year" with respect to the calculation of employee cost sharing in the agreements dated January 18, 2008.

In calculating employee cost sharing, current year per employee per month (PEPM) rates for those plans with established rates for that same year (premium rates or payment rates) would be utilized. It is my understanding that, as the plans are currently established, this would apply to the vision and dental plans as well as the life and AD&D insurance.

For plans requiring the calculation of PEPM costs based upon the plans' actual prior experience, the prior calendar year would be utilized. This would apply to AmPlan (medical, prescription drug and MHSA).

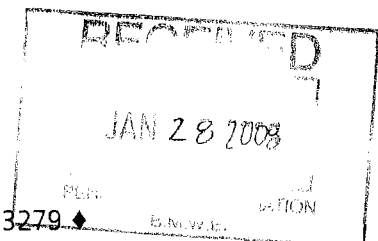
On a related matter, I would strongly suggest that, each year before Amtrak finalizes or announces employee cost sharing amounts to be effective July 1st, the projected cost sharing amounts and calculations be discussed in detail with the labor members of JMAC.

Very truly yours,

Daniel Biggs
International Secretary-Treasurer

Enclosure

cc: R. A. Scardelletti, International President, TCU
J. Parker, International Vice President, TCU
J. Dodd, BMW, JMAC
W. Bohn, IBEW, JMAC



♦ 3 Research Place ♦ Rockville, Maryland 20850-3279 ♦
Phone—301-948-4910 ♦ FAX—301-948-1872 ♦ Website—www.tcunion.org

Joseph M Bress
Vice President, Labor Relations



January 23, 2008

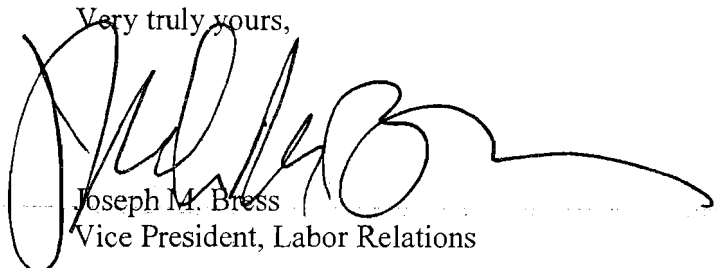
Mr. Daniel Biggs
International Secretary-Treasurer
Transportation Communication
International Union
3 Research Place
Rockville, MD 20850

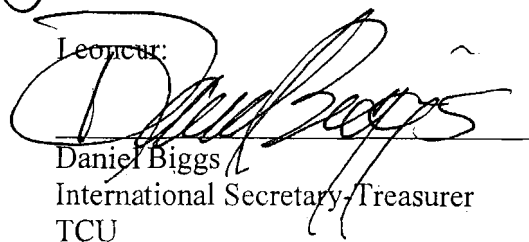
Dear Mr. Biggs:

This refers to our negotiations on January 16, 2008 leading to agreements dated January 18, 2008.

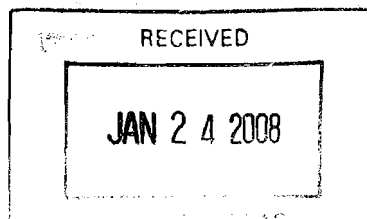
Confirming our conversations, it was understood that your proposal to use the term "prior calendar year" in cost sharing formula subsection(i) was intended to refer to AMPLAN. Current year per employee rates for the particular year of calculation will be used for the other listed benefits in performing the overall calculation.

Very truly yours,


Joseph M. Bress
Vice President, Labor Relations


Daniel Biggs
International Secretary-Treasurer
TCU

cc: Joel Parker
International Vice President
TCU



NS



*Challenging
the future
with over a
century
of pride!*



God Bless America

Transportation Communications International Union

Robert A. Scardelletti
International President

June 26, 2003

TO: ALL CLERICAL GENERAL CHAIRMEN
LOCAL AND DISTRICT CHAIRPERSONS
IN NATIONAL HANDLING

Dear Sisters and Brothers:

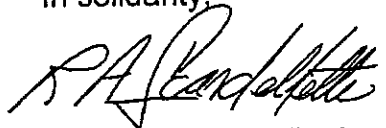
Following the Harris Award that established the cost-sharing terms of the January 2003 TCU National Agreement, I received a flood of calls and correspondence regarding the impact of cost-sharing on hospital association members. The clear message was that members didn't want to have to pay hospital association dues on top of cost sharing payments to the railroads. In some instances, substantial units of TCU members voted to withdraw from hospital associations and transfer coverage to the National Plan in order to avoid the dual expenses of paying both cost-sharing and hospital association dues.

Mass withdrawals from hospital associations would obviously threaten their very existence, and this has been a matter of major concern to TCU. Significantly, TCU represents the clerical employees of Union Pacific Railroad Employee Health Systems. Accordingly, we tried to advance the interests of the hospital associations through our Section Six notices and in our national negotiations, although our efforts to level the playing field for hospital associations were rebuked by the railroads.

Ironically, while TCU was in the process of conducting two referendum votes over proposed hospital association withdrawals, the National Carriers Conference Committee (NCCC) was in national negotiations with the Brotherhood of Railroad Signalmen (BRS) over the issue of employees having to pay association dues in addition to cost-sharing payments. During the BRS negotiations, the hospital association railroads apparently came to the realization that the failure of a hospital association would have a significant negative impact on them, too, as hospital roads are enjoying a health insurance payment rate that is considerably lower than non-hospital association roads. As a result, the NCCC entered into a tentative agreement with BRS providing that the cost-sharing amount for employees on hospital association roads will be reduced by the association dues amount. In other words, in most cases the total of the hospital association dues and the cost-sharing amount will not exceed the cost-sharing amount.

Even though the BRS accord is at this point a tentative agreement, subject to ratification by their membership, I was able to get the NCCC to extend to TCU the same provisions as the BRS agreement with respect to hospital association dues and cost-sharing. I am attaching a copy of the letter of understanding reached today with the NCCC, effective September 1, 2003, which represents a significant savings to our members on Hospital Association roads and, indeed, breathes new life into the hospital associations. If you have any questions regarding the understanding, please contact the Social Services Department at 301-948-4910.

In solidarity,

A handwritten signature in black ink, appearing to read "R.A. Scardelletti", written in a cursive style.

Robert A. Scardelletti
International President

Attachment

cc: Executive Council
Carmen Division Officers
All Other Local & District Chairpersons

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036-3514/AREA CODE: 202-862-7200 FAX: 202-862-7230

ROBERT F. ALLEN
Chairman

A. Kenneth Gradia
Vice Chairman

Joanna L. Moorhead
General Counsel

John F. Hennecke
Director of Labor Relations

June 24, 2003

Mr. Robert A. Scardelletti
International President
Transportation Communications Int'l Union
3 Research Place
Rockville, MD 20850

Dear Mr. Scardelletti:

This confirms our understanding regarding the Arbitrated Agreement effective January 23, 2003 between your organization and participating carriers represented by the National Carriers' Conference Committee.

In any month beginning September 1, 2003 in which an active employee receives his or her FO healthcare benefits from a Hospital Association and not from the National Health & Welfare Plan and makes a prospective Plan contribution pursuant to Article III, Part B, Section 4, then, at the carrier's option, either:

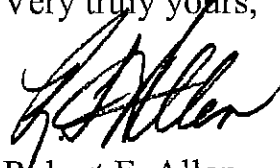
1. Such employee's monthly "cost-sharing contribution amount" referred to in Article III Part B Section 1 shall be reduced by the Reduction Factor; or
2. The carrier shall pay the Hospital Association each month an amount equal to the Reduction Factor, provided that the Hospital Association that receives such payment has agreed to decrease the employee's dues by the same amount.

For purposes of this Side Letter, the term "Reduction Factor" means with respect to any given month, the smallest of:

- (i) the monthly dues amount in effect on January 1, 2003 that was established by the Hospital Association for payment by an active employee,
- (ii) the "cost-sharing contribution amount" for the month referred to in Article III, Part B, Section 1, or
- (iii) the monthly dues amount established by the Hospital Association for payment by an active employee in that month.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,



Robert F. Allen

I agree:



R. A. Scardelletti

Side Letter #1
January 18, 2008

Jed Dodd,
General Chairman BMW

H. J. Granier,
General Chairman BMW

Stuart A. Hurlburt, Jr.,
General Chairman BMW

James D. Knight,
General Chairman BMW

Louis R. Below,
General Chairman BMW

Bradley A. Winter,
General Chairman BMW

RE: AMPLAN Spouse Coverage and Opt-Out

Dear Gentlemen:

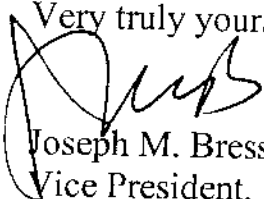
This will confirm our conversations concerning Article III, Part B, Section 3 on AMPLAN Spouse Coverage and Opt-Out of the agreement of this date.

Side Letter #1
January 18, 2008
Page 2

This confirms our understanding that for the balance of 2008, employees may exercise the options in Section 3 provided they advise Amtrak of their desires by the end of the month following the month of ratification.

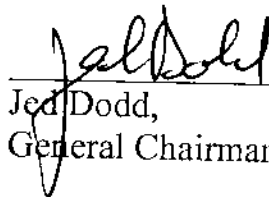
If the foregoing accurately reflects our understanding, please sign where indicated below.

Very truly yours,

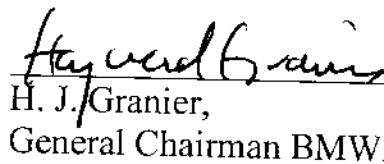


Joseph M. Bress
Vice President, Labor Relations

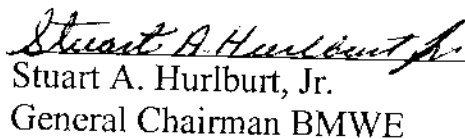
I concur:



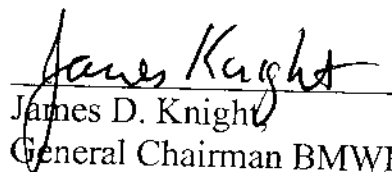
Jed Dodd,
General Chairman BMWE



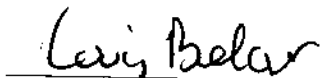
H. J. Granier,
General Chairman BMWE



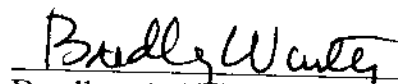
Stuart A. Hurlburt, Jr.
General Chairman BMWE



James D. Knight,
General Chairman BMWE



Louis R. Below,
General Chairman BMWE



Bradley A. Winter,
General Chairman BMWE