

WAGE AND RULE AGREEMENT

THIS AGREEMENT, effective January 27, 2012, or as specifically otherwise indicated, by and between National Railroad Passenger Corporation (Amtrak), and the employees represented by the Brotherhood of Locomotive Engineers and Trainmen (BLET) -witnesseth:

IT IS HEREBY AGREED:

ARTICLE I – WAGES

Section 1 -First General Wage Increase

(a) Effective July 1, 2010, all rates of pay resulting from Article II, Part A, below for employees covered by this Agreement shall be increased in the amount of one-and-one-half (1.5) 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 January 1, 2011, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of one-and-one-half (1.5) 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, 2011, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of one-and-one-half (1.5) 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 January 1, 2012, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of one (1) 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, 2012, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of one-and-one-half (1.5) 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 January 1, 2013, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of one-and-one-half (1.5) 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, 2013, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of one-and-one-half (1.5) 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 January 1, 2014, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of one (1) 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 – Ninth General Wage Increase

Effective July 1, 2014, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of one-and-one-half (1.5) percent. The increase provided for in this Section 9 shall be applied in the same manner as provided for in Section 1 hereof.

Section 10 – Tenth General Wage Increase

Effective January 1, 2015, all rates of pay resulting from that calculation for employees covered by this Agreement shall be increased in the amount of one-and-one-half (1.5) percent. The increase provided for in this Section 10 shall be applied in the same manner as provided for in Section 1 hereof.

ARTICLE II – HEALTH CARE AND ASSOCIATED BENEFITS

Part A -Plan Changes

Section 1 -Continuation of Health and Welfare Plans

AMPLAN, Dental, Vision, AD&D and Life Insurance coverage, 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 Design Changes To Contain Costs

- (a) The payment on behalf of a participant or beneficiary with respect to any visit to a hospital emergency room shall be \$75. Note: Where the participant or beneficiary is admitted to the hospital, such payment is waived.

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, 2011 the per month employee cost-sharing contribution shall be changed to the lesser of:
 - (i) 15% of the Carrier's total costs of AMPLAN, Dental, Vision, AD&D and Life Insurance coverage for the prior calendar year, divided by 12, or

- (ii) \$190.
- (b) Effective July 1, 2012 the per month employee cost-sharing contribution shall be changed to the lesser of:
 - (i) 15% of the Carrier's total costs of AMPLAN, Dental, Vision, AD&D and Life Insurance coverage for the prior calendar year, divided by 12, or
 - (ii) \$210.
- (c) Effective July 1, 2013 the per month employee cost-sharing contribution shall be changed to the lesser of:
 - (i) 15% of the Carrier's total costs of AMPLAN, Dental, Vision, AD&D and Life Insurance coverage for the prior calendar year, divided by 12, or
 - (ii) \$230.
- (d) Last amount in the 2013 calculation will continue and not increase unless by agreement.
- (e) Notwithstanding the Moratorium provisions in Article III the parties agree to re-open Health Care with notice not to be served prior to May 1, 2014, not to be effective before July 1, 2014.

ARTICLE III – OTHER CHANGES

Section 1 - Payroll Efficiencies:

- (a) Employees shall receive their pay bi-weekly, by direct deposit into an account with a bank, credit union, financial-services organization, or similar institution. An itemized statement will contain a record of all deductions from employees' earnings.
- (b) For the purposes of Payroll calculation, the pay cycle and work week will be a period of seven (7) consecutive days beginning with Monday at 12:01 a.m.

The corresponding rules of the agreement regarding work week are modified accordingly.

Section 2 – Rule 3 – Seniority

Amend Rule 3(h) to read as follows:

- “h. Passenger Engineers may voluntarily exercise their seniority to another working zone only to fill a bona fide vacancy or if subject to being furloughed in his current working zone. A Passenger Engineer unable to hold an assignment at his crew base may exercise his seniority to another zone at the same location, or one nearest thereto, prior to exercise of seniority in his own working zone, or before being required to exercise his seniority to another job at another location within his work zone. This right can be exercised only if the job is unclaimed by a prior right Passenger Engineer from the zone or such job is filled by a junior employee. A bona fide vacancy is a vacancy for which no bids are received from any Passenger Engineer with a prior right to that working zone.”

Section 3 – Amend Appendix K to add the following for new hires:

VIII. Repayment of Costs Associated With Training

- (a) An employee entering service after the date of this agreement who successfully completes his/her training, and voluntarily leaves employment with Amtrak, shall be required to repay the Carrier for up to all (100%) of the costs associated with their training and initial hiring as outlined below. These costs may include, but are not limited to, training, lodging, meals and travel for attendance.
 - (1) It is understood by the parties that training and initial hire costs may change over time due to economic factors. The Carrier will notify the Organization when such costs are changed. In addition, a projected

cost breakdown of each item described in “(a)” above will be provided.

- (2) If such employee leaves employment with Amtrak within one (1) year of the successful completion of their training, the new employee shall be required to repay the Carrier for all (100%) of the costs, as found in “(a)” above.
 - (3) If such employee leaves employment with Amtrak after one (1) year, but before two (2) years of the successful completion of their training, the new employee shall be required to repay the Carrier for two thirds (66.7%) of the costs, as found in “(a)” above.
 - (4) If such employee leaves employment with Amtrak after two (2) years, but before three (3) years of the successful completion of their training, the new employee shall be required to pay the Carrier for one-third (33.3%) of the costs, as found in “(a)” above.
- (b) The terms for repayment of such training and initial hiring costs owed as a result of this provision shall be agreed upon, in writing, by the Carrier and the employee leaving employment.

ARTICLE IV - 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 January 1, 2015 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 2, 2014 (not to become effective before January 2, 2015) any notice or proposal (other than those provided in Article II, Part B, section 1(e)) 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

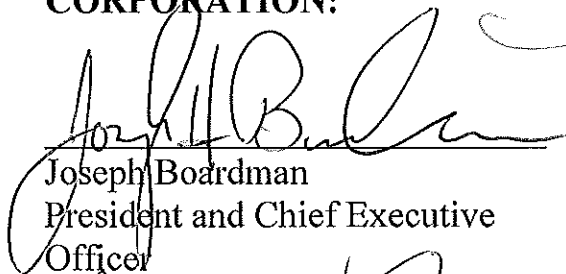
Section, and any proposals in pending notices relating to such subject matters are hereby withdrawn.

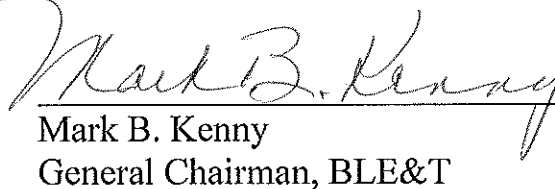
- (d) This Article will not bar management and the organization from agreeing upon any subject of mutual interest.

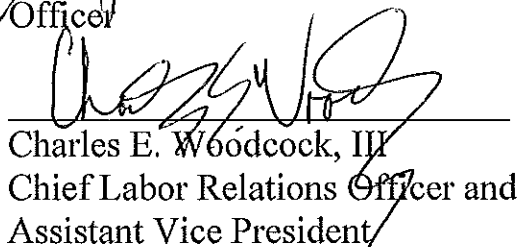
SIGNED AT WASHINGTON, DC THIS 27 DAY OF January, 2012.

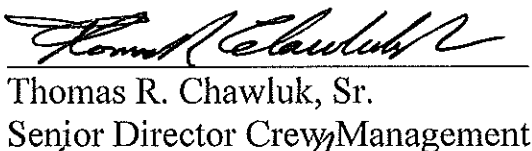
**FOR THE NATIONAL
RAILROAD PASSENGER
CORPORATION:**

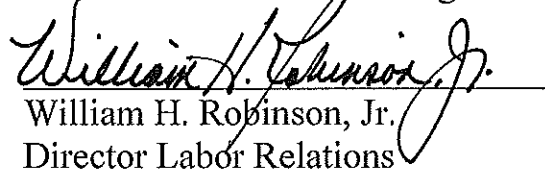
**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS &
TRAINMEN**

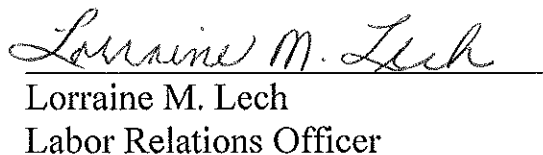

Joseph Boardman
President and Chief Executive
Officer


Mark B. Kenny
General Chairman, BLE&T


Charles E. Woodcock, III
Chief Labor Relations Officer and
Assistant Vice President


Thomas R. Chawluk, Sr.
Senior Director Crew Management


William H. Robinson, Jr.
Director Labor Relations


Lorraine M. Lech
Labor Relations Officer

January 27, 2012

**Mark B. Kenny, General Chairman
Brotherhood of Locomotive
Engineers & Trainmen
1985 Highway 34
Suite A7A-1, Mailbox 11
Wall, NJ 07719**

Dear Sir:

This refers to our discussions regarding Amtrak's desire to implement an incentive plan tied to statutory and corporate performance metrics, such as Customer Service Index, financial, etc. The plan development, adjustments thereto and its continuation, will be at the discretion of Amtrak.

Our intent is to develop the plan measures in the future.

The plan will pay out up to 5% of the measurement year's straight time earnings, except to those who resign or are terminated (unless later reinstated).

There will be no pyramiding with existing incentive plans. Payments made under existing plans on an annualized basis will offset payments under this plan.

Provision of the incentive compensation made available by the plan to the employees represented by your organization, requires your approval. If the

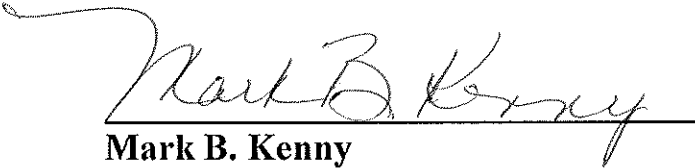
foregoing correctly reflects our understanding, please indicate your concurrence below.

Very truly yours,



Charles E. Woodcock, III
*Chief Labor Relations Officer and
Assistant Vice President*

I concur:



Mark B. Kenny
General Chairman

Side Letter No. 2

January 27, 2012

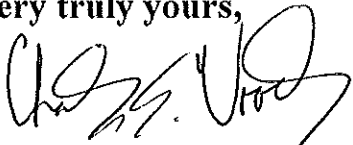
**Mark B. Kenny, General Chairman
Brotherhood of Locomotive
Engineers & Trainmen
1985 Highway 34
Suite A7A-1, Mailbox 11
Wall, NJ 07719**

Dear Sir:

This refers to Article III, Section 1 Payroll Efficiencies, paragraph (a). It is understood that concurrent with the implementation of Bi-weekly pay, the following will govern pay shortages:

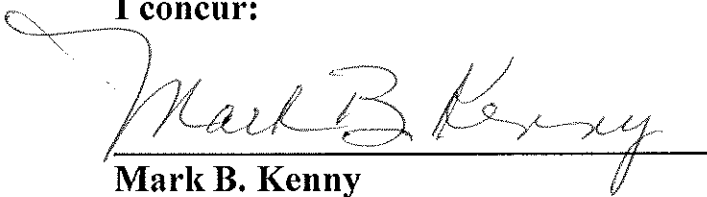
“Consistent with the application of Rule 36, if an employee’s pay is short the equivalent of one day or more, the amount short will be issued to the employee upon request by direct deposit within two (2) business days of notification.”

Very truly yours,



**Charles E. Woodcock, III
Chief Labor Relations Officer and
Assistant Vice President**

I concur:



**Mark B. Kenny
General Chairman**

January 27, 2012

**Mark B. Kenny, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
1985 Highway 34
Suite A7A-1, Mailbox 11
Wall, NJ 07719**

Dear Sir:


This has reference to our negotiations during which we discussed a number of changes to the collective bargaining agreement. We agreed that there were issues that could best be handled collaboratively through a joint Labor-Management Committee.

The subjects discussed included such items as, but not limited to, engineer certification issues, meals, claims and grievances appeal processes, travel to training and yard starting times.

The Committee will be comprised of two representatives of the Amtrak Transportation Department, two representatives of the Brotherhood of Locomotive Engineers and Trainmen, and a member of the Labor Relations Department. Any understanding between the parties to this Committee that would hold the potential to modify the existing collective bargaining agreement must be ratified by the BLET Membership in strict accordance with applicable BLET Bylaws.

If the foregoing accurately reflects our understanding, please sign in the space provided below.

Very truly yours,


**Charles E. Woodcock, III
Chief Labor Relations Officer and
Assistant Vice President**


**Mark B. Kenny
General Chairman**

January 27, 2012

Mark B. Kenny, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
1985 Highway 34
Suite A7A-1, Mailbox 11
Wall, NJ 07719

Dear Sir:

This will confirm the understanding reached between the Parties during the negotiations.

In the event the Carrier reaches agreements with other Organizations (representing other crafts) which contain more favorable general wage increases or benefits during the current round of negotiations, such provisions will be incorporated into this agreement, unless such improvement(s) was made in consideration for modification(s) in other work rules in the agreements between the parties.

Very truly yours,



Charles E. Woodcock, III
*Chief Labor Relations Officer and
Assistant Vice President*

January 27, 2012

**Mark B. Kenny, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
1985 Highway 34
Suite A7A-1, Mailbox 11
Wall, NJ 07719**

Dear Sir:

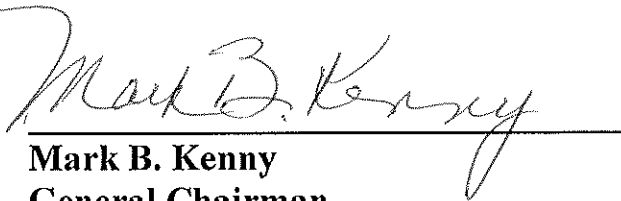
This refers to our discussions in conference this date. Confirming our discussions, the date of the first general wage increase remains July 1, 2010. Retroactive pay will be made as soon as practicable after receipt of notice of ratification from the union.

It is understood that the retroactive portion of that wage increase shall be applied only to employees who have an employment relationship with the carrier on the date of this agreement or who retired or died subsequent to July 1, 2010, including sick leave, disability, disability retirement, temporary suspension, furlough or leave of absence. Any employee in dismissed status who is subsequently returned to service with pay in the applicable period through the disciplinary appeal process, will be considered eligible for retroactive pay.

Very truly yours,



**Charles E. Woodcock, III
Chief Labor Relations Officer and
Assistant Vice President**



**Mark B. Kenny
General Chairman**

January 27, 2012

Mark B. Kenny, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
1985 Highway 34
Suite A7A-1, Mailbox 11
Wall, NJ 07719

Dear Sir:

This refers to the revision to Appendix K, Article VIII of the Agreement of this date.

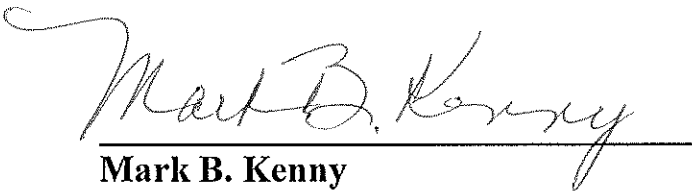
It is understood that employees on furlough, approved sick leave or those granted a disability annuity, are not considered to have voluntarily left employment with Amtrak and therefore, are not subject to the provisions of Section 3. It is also understood that employees who voluntarily leave employment with Amtrak due to a bona fide hardship, as determined by agreement between the Director-Labor Relations and the General Chairman- BLE&T are not subject to the provisions of the New Rule.

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

Very truly yours,



Charles E. Woodcock, III
Chief Labor Relations Officer and
Assistant Vice President



Mark B. Kenny
General Chairman

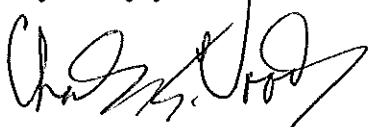
January 27, 2012

Mark B. Kenny, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
1985 Highway 34
Suite A7A-1, Mailbox 11
Wall, NJ 07719

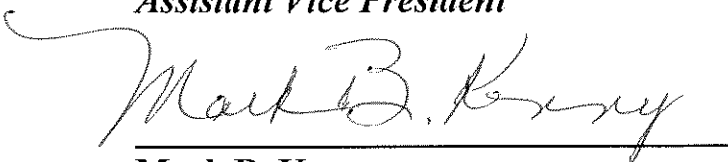
Dear Sir:

This refers to our discussions in conference this date. Confirming our discussions, retroactive employee cost-sharing contributions shall be offset against any retroactive wage payments provided to the affected employee under Article I 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.

Very truly yours,



Charles E. Woodcock, III
Chief Labor Relations Officer and
Assistant Vice President



Mark B. Kenny
General Chairman

January 27, 2012

**Mark B. Kenny, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
1985 Highway 34
Suite A7A-1, Mailbox 11
Wall, NJ 07719**

Dear Sir:

This has reference to our negotiations during which we discussed the Parties on-going efforts to address and resolve payroll issues and concerns.

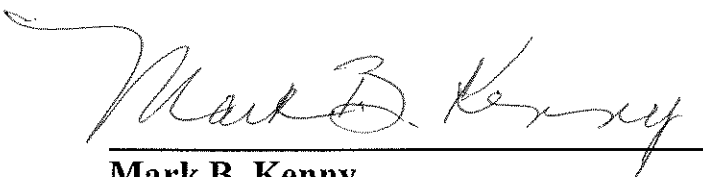
This will confirm that the Parties agreed to formally establish a Labor-Management Payroll Committee working with CMS and labor to handle these matters. This committee will meet no less than every other month, and more often as necessary.

If the foregoing accurately reflects our understanding, please sign in the space provided below.

Very truly yours,



**Charles E. Woodcock, III
Chief Labor Relations Officer and
Assistant Vice President**



**Mark B. Kenny
General Chairman**

January 27, 2012

**Mark B. Kenny, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
1985 Highway 34
Suite A7A-1, Mailbox 11
Wall, NJ 07719**

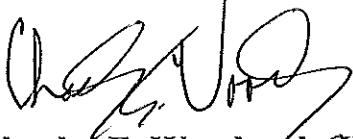
Dear Sir:

This has reference to our negotiations during which we discussed the Parties desire to update the current codified agreement.

This will confirm that the Parties agreed to meet formally to revise the current agreement to reflect the changes and modifications contained within this settlement agreement.

If the foregoing accurately reflects our understanding, please sign in the space provided below.

Very truly yours,



**Charles E. Woodcock, III
Chief Labor Relations Officer and
Assistant Vice President**



**Mark B. Kenny
General Chairman**

January 27, 2012

Mr. Mark B. Kenny
General Chairman
Brotherhood of Locomotive Engineers and Trainmen
1985 Highway 34, Suite A7A-1
Wall, New Jersey 07719

Dear Sir:

This has reference to our discussions to amend the provisions of Rule 27 (Vacation) of the Agreement between Amtrak and the Brotherhood of Locomotive Engineers and Trainmen, and to temporarily adopt the governing language and Q&A indicated below for the purpose of establishing a pilot program.

The parties agree to establish a committee comprised of two (2) Amtrak CMS representatives and two (2) BLET General Committee representatives that will explore and examine for correction any potential negative effects on Amtrak (i.e., additional staffing, costs, etc.) that may arise as a result of implementing the modifications discussed herein. The time frame for the pilot will be from February 1, 2012 to January 31, 2013, during and after which, the committee will evaluate such effects, if any, and recommend necessary adjustments and/or adoption of these changes to Rule 27.

Amend Rule 27, Paragraph 6 ~ Vacation

6. Vacation periods shall begin at 12:01 AM, Monday, and end at 11:59 PM, Sunday. A Passenger Engineer may take his/her annual vacation in any calendar year in weekly segments, and may take up to two (2) weeks of his/her annual vacation in single day increments.
 - (a) Effective February 1, 2012, A Passenger Engineer may take a second week of annual vacation in single day increments consistent with existing CMS procedures.
 1. Passenger Engineers electing to take a second vacation week in single day increments will be required to use one (1) vacation day for each tour of duty initiated on another calendar day.

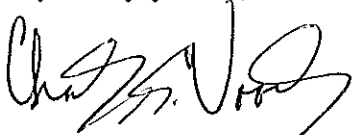
- a. The established procedures relative to scheduling the first vacation week in single day arrangements remain unchanged.

Add Q&A 6 and Re-number Q&A 7 for clarity purposes as follows:

- Q6. Must Passenger Engineers working separate tours of duty initiated over two calendar days take one (1) vacation day for each of the calendar days?**
- A6. Yes. However, this requirement applies only to the second vacation week structured in single day increments.**
- Q7. What rate of pay is due a Passenger Engineer taking a single day of vacation?**
- A7. A Passenger Engineer will be paid 1/5th of his/her weekly vacation allowance for each single day of vacation.**

If the foregoing accurately reflects our understanding, please sign in the space provided below.

Very truly yours,



Charles E. Woodcock, III
Chief Labor Relations Officer and
Assistant Vice President



Mark B. Kenny
General Chairman

January 27, 2012

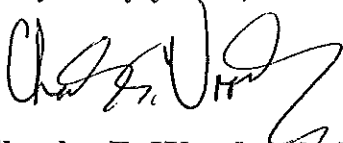
Mr. Mark B. Kenny
General Chairman
Brotherhood of Locomotive Engineers and Trainmen
1985 Highway 34, Suite A7A-1
Wall, New Jersey 07719

Dear Sir:

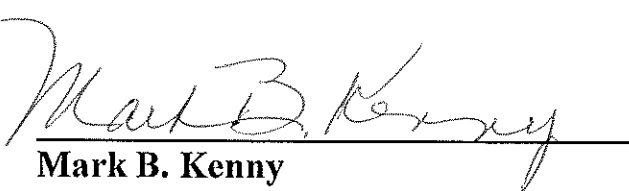
As you know, in the bargaining round that culminated in the parties 1998 Agreement we modified Rule 6(n) to provide for the implementation of an Optional Displacement process throughout the system with the exception of Zones 1 and 2. Based on our recent discussions in this current round of negotiations, it is hereby understood that the provisions of the Optional Displacement rule will be equally implemented in the aforesaid Work Zones 1 and 2. It is further understood that the existing governing provisions of Rule 6(l) will not be disturbed by the application of this change.

If the foregoing accurately reflects our understanding, please sign in the space provided below.

Very truly yours,



Charles E. Woodcock, III
Chief Labor Relations Officer and
Assistant Vice President



Mark B. Kenny
General Chairman