

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 Locomotive Engineers and Trainmen (BLET) 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 thousandths (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 August 1, 1998

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 - 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 Locomotive Engineers and Trainmen (BLET) 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 Locomotive Engineers and Trainmen (BLET) advises Amtrak that this Agreement has failed to ratify or Amtrak advises the Brotherhood of Locomotive Engineers and Trainmen (BLET) 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 Locomotive Engineers and Trainmen (BLET).
- 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 Locomotive Engineers and Trainmen (BLET) 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 VI - GENERAL PROVISIONS

Section 1 -Approval

This Agreement is subject to ratification by the union.

Section 2 -Effect of this Agreement

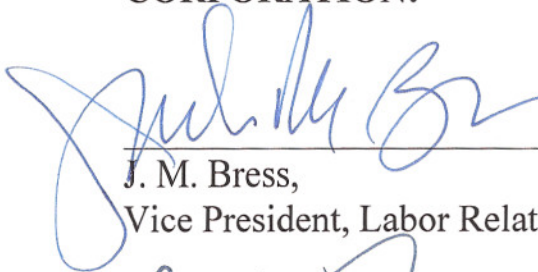
- (a) The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of all of the parties' respective Section 6 Notices now open.
- (b) This Agreement shall remain in effect through December 31, 2009 and thereafter 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.

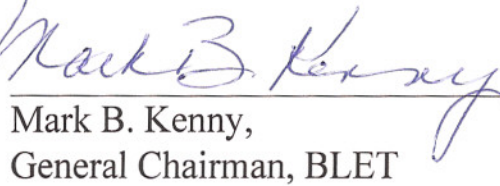
SIGNED AT WASHINGTON, DC THIS 1st DAY OF April, 2008.

**FOR THE NATIONAL
RAILROAD PASSENGER
CORPORATION:**

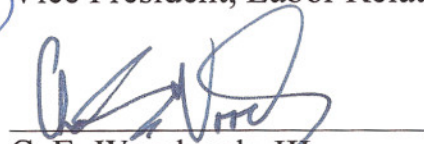
**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS AND TRAINMEN
(BLET):**



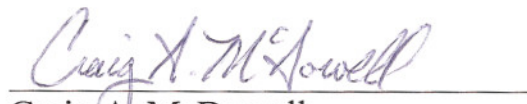
J. M. Bress,
Vice President, Labor Relations



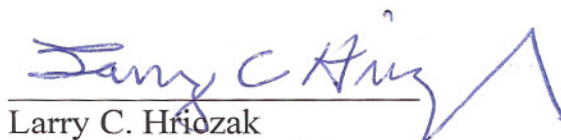
Mark B. Kenny,
General Chairman, BLET



C. E. Woodcock, III
Asst. V.P., Labor Relations



Craig A. McDowell,
Vice General Chairmen, BLET



Larry C. Hriczak
Director, Labor Relations

Side Letter #1
February 19, 2008



Mr. Mark B. Kenny, General Chairman
BLET Amtrak/MBCR/Connex GCA
1985 Highway 34, Suite A7A-1, Mail Box 11
Wall, New Jersey 07719

RE: AMPLAN Spouse Coverage and Opt-Out

Dear Sir:

This will confirm our conversations concerning Article III, Part B, Section 4 on AMPLAN Spouse Coverage and Opt-Out of the agreement of this date.

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,

A handwritten signature in blue ink, appearing to read "Joe M. Bress", written over a large, stylized blue scribble.

Joseph M. Bress
Vice President, Labor Relations

I concur:

A handwritten signature in blue ink, appearing to read "Mark B. Kenny", written over a large, stylized blue scribble.

Mark B. Kenny,
General Chairman, BLET

Side Letter #2
February 19, 2008



Mr. Mark B. Kenny, General Chairman
BLET Amtrak/MBCR/Connex GCA
1985 Highway 34, Suite A7A-1, Mail Box 11
Wall, New Jersey 07719

RE: Retroactive Pay

Dear Sir:

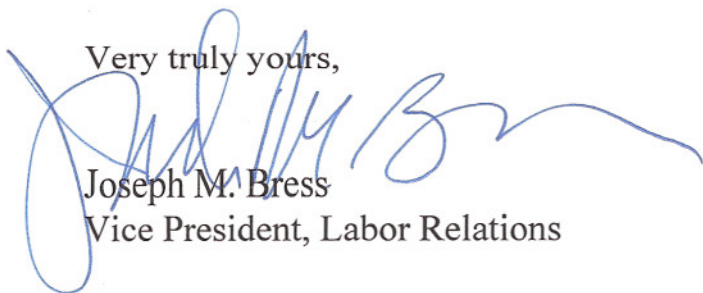
This will confirm our conversations concerning Article I, Section 9(b) of the agreement of this date.

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.

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 below.

Very truly yours,


Joseph M. Bress
Vice President, Labor Relations

I concur:


Mark B. Kenny,
General Chairman, BLET



Side Letter #3
February 19, 2008

Mr. Mark B. Kenny, General Chairman
BLET Amtrak/MBCR/Connex GCA
1985 Highway 34, Suite A7A-1, Mail Box 11
Wall, New Jersey 07719

Dear Sir:

The retroactive payment to each Brotherhood of Locomotive Engineers and Trainmen (BLET) represented employee will be calculated as follows:

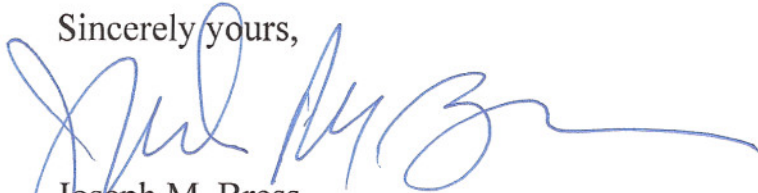
- The total value of the retroactive payment will be calculated first from July 1, 2002, until the date of the first payment of the wage increase occurs.
- The total value will be offset by the COLA payments during the period and the health insurance contributions during the period.
- The final figure 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.
- 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.

Side Letter #3
February 19, 2008
Page 2

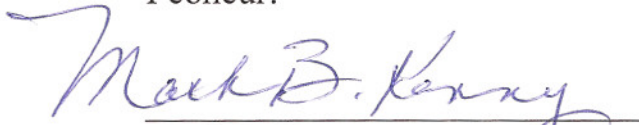
If the foregoing accurately reflects our understanding, please sign where indicated below.

Sincerely yours,



Joseph M. Bress
Vice President, Labor Relations

I concur:



Mark B. Kenny,
General Chairman, BLET

Side Letter #4
February 19, 2008



Mr. Mark B. Kenny, General Chairman
BLET Amtrak/MBCR/Connex GCA
1985 Highway 34, Suite A7A-1, Mail Box 11
Wall, New Jersey 07719

Dear Sir:

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.
- 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,

A handwritten signature in blue ink, appearing to read "Joe Bress", with a long horizontal flourish extending to the right.

Joseph M. Bress
Vice President, Labor Relations

I concur:

A handwritten signature in blue ink, appearing to read "Mark B. Kenny", with a long horizontal flourish extending to the right.

Mark B. Kenny,
General Chairman, BLET