

## WAGE AND RULE AGREEMENT

THIS AGREEMENT, effective April 17, 2013 or as specifically otherwise indicated, by and between National Railroad Passenger Corporation (Amtrak), and the employees represented by the United Transportation Union (UTU) – Passenger Conductors & Assistant Passenger Conductors, witnesseth:

**IT IS HEREBY AGREED:**

### ARTICLE I – WAGES

#### Section 1 -First General Wage Increase

(a) Effective July 1, 2010, all rates pay of 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 IV 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. Payroll advice will contain an itemized record of all deductions from employee's earnings.
- (b) For the purposes of Payroll calculation, the work week will be a period of seven (7) consecutive days beginning with Monday at 12:01 a.m.

### **Section 2 – Rule 7 – Promotion**

Modify the provisions of Rule 7 – Promotion, of both the Northeast Corridor and Off-Corridor Agreements, to include the following:

- Confirm use of electronic examinations
- Include physical characteristics qualifications
- Provide for examinations in compliance with Federal Regulations (Part 242)
- Amend the minimum required Assistant Passenger Conductor service prior to promotion from 4 months to 6 months
- Amend the promotion requirement from after 6 months to after 1 year
- Provide that active Passenger Conductors must maintain certification under Federal Regulations as a condition of continued employment, excluding temporary disqualifications, temporary de-certifications and where medically disqualified by Amtrak.

Add the following new section to the rule:

- a) In order to facilitate the utilization of employees as Passenger Conductors in Amtrak service, and to ensure the appropriate supervision over all aspects of on-train operations, employees who fulfill the following eligibility requirements can qualify for payment of a performance bonus:

- Successful completion of all necessary training and examinations for Passenger Conductor Promotion.

- Obtains and maintains qualifications on the physical characteristics of the territory to which assigned, as demonstrated through Physical Characteristics testing administered in annual Block Training.
  - Obtains and maintains certification as a Passenger Conductor in compliance with applicable Federal Regulations.
  - Must perform service as a Passenger Conductor at least once in each calendar year.
- b) Employees who meet the eligibility requirements set forth in paragraph a, and who fulfill the following qualifying requirements, will be entitled to an additional performance bonus:
- Must hold a Passenger Conductor position during the performance period and be compensated as a Passenger Conductor on not less than 120 days during the performance period.
  - Must exhibit proficiency as required under the applicable Federal Regulations testing protocol.
- c) Performance Bonus Payments
- Payments under this section shall be made to active employees as follows:
1. Effective with successful completion of annual Passenger Conductor qualification training, Passenger Conductors who meet all of the eligibility requirements set forth in paragraph "a" above shall receive a lump sum bonus of \$250, which shall be payable in March following each calendar year in which they fulfill all requirements outlined in paragraph a) above.
  2. For each six (6) month performance period, which period shall be determined by the effective date of the optional displacement schedules for each work zone, Passenger Conductors who fulfill all of the qualifying requirements set forth in paragraph "b" above shall receive a lump sum bonus of \$500. Such payment shall be made consistent with the following schedule:

Optional Displacement occurs in:	Six Month performance period ends in:	Incentive Bonus payment made in the following:
*February	August	March
March	September	March
April	October	March
May	November	March
June	December	March
July	January	March
*August	February	September
*September	March	September
*October	April	September
*November	May	September
*December	June	September
*January	July	September

\* The qualifying requirement in these periods shall be 118 compensated days.

### **Section 3 – Optional Displacements – Northeast Corridor**

The Northeast Corridor Agreement is modified to afford Passenger Conductors and Assistant Passenger Conductors an Optional Displacement in April and October of each year. Such Optional Displacement shall be administered as provided in the May 15, 1987, side letter to the Off Corridor Agreement, as amended.

### **Section 4 – NEW RULE – 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 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 by the Carrier and employee leaving.

## **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.

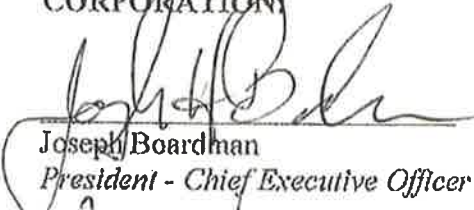


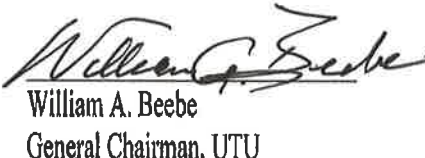
- (c) No party to this Agreement shall serve, prior to November 2, 2014 (not to become effective before January 2, 2015) any notice or proposal (other than those provided in Article II, Part B, section 1(e)) for the purpose of changing the subject matter of the provisions of this Agreement or which proposes 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.

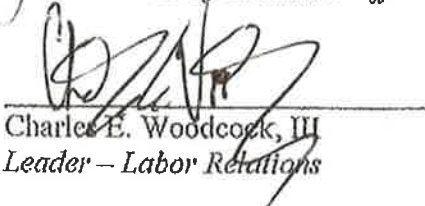
SIGNED AT WASHINGTON, DC THIS 14<sup>th</sup> DAY OF April, 2013.


FOR THE NATIONAL  
RAILROAD PASSENGER  
CORPORATION

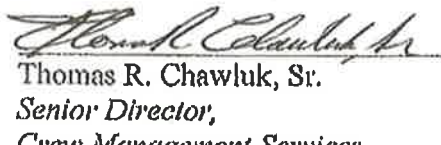
FOR THE UNITED  
TRANSPORTATION UNION

  
Joseph Boardman  
*President - Chief Executive Officer*

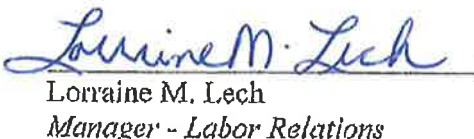
  
William A. Beebe  
General Chairman, UTU

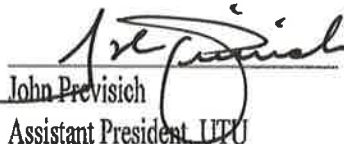
  
Charles E. Woodcock, III  
*Leader - Labor Relations*

  
Dirk A. Sampson  
General Chairman, UTU

  
Thomas R. Chawluk, Sr.  
*Senior Director,  
Crew Management Services*

APPROVED:

  
Lorraine M. Lech  
*Manager - Labor Relations*

  
John Previsich  
Assistant President, UTU

**FOR THE NATIONAL  
RAILROAD PASSENGER  
CORPORATION:**

Handwritten signature of Christa C. Phillips in black ink, written over a horizontal line.

**Christa C. Phillips**  
*Labor Relations Officer*

Handwritten signature of Carmina Barron in blue ink, written over a horizontal line.

**Carmina Barron**  
*Labor Relations Officer*

April 17, 2013

Side Letter No. 1

Mr. William A. Beebe  
General Chairman  
United Transportation Union  
214 Amity Road  
Woodbridge, CT 06525

Mr. Dirk A. Sampson  
General Chairman  
United Transportation Union  
1515 Market Street, Suite 708  
Philadelphia, PA 19102

Dear Sirs:

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.

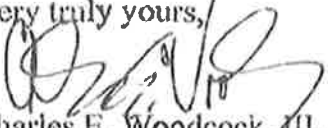
The plan will pay out up to 5% of the measurement year's straight time earnings except to those who resign or are terminated (unless later reinstated).

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  
*Leader - Labor Relations*

I concur:

  
William A. Beebe  
General Chairperson

  
Dirk A. Sampson  
General Chairperson

April 17, 2013

Side Letter No. 2

Mr. William A. Beebe  
General Chairman  
United Transportation Union  
214 Amity Road  
Woodbridge, CT 06525

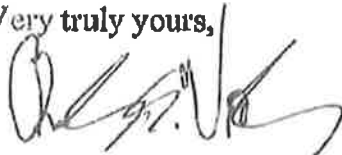
Mr. Dirk A. Sampson  
General Chairman  
United Transportation Union  
1515 Market Street, Suite 708  
Philadelphia, PA 19102

Dear Sirs:

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 45, 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  
*Leader - Labor Relations*

I concur:



William A. Beebe  
General Chairperson



Dirk A. Sampson  
General Chairperson

April 17, 2013

Side Letter No. 3

Mr. William A. Beebe  
General Chairman  
United Transportation Union  
214 Amity Road  
Woodbridge, CT 06525

Mr. Dirk A. Sampson  
General Chairman  
United Transportation Union  
1515 Market Street, Suite 708  
Philadelphia, PA 19102

RE: Retroactive Pay


Dear Sirs:

This will confirm our conversations concerning retroactive pay adjustments in connection with the agreement of this date.

It is understood that the retroactive portion of any 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 a dismissed status on the date of this agreement who is subsequently returned to service through the disciplinary appeal process will be considered eligible for retroactive pay.

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

Very truly yours,

  
C. E. Woodcock III  
*Leader - Labor Relations*

I concur:

  
William A. Beebe  
General Chairperson

  
Dirk A. Sampson  
General Chairperson

April 17, 2013

Side Letter No. 4

Mr. William A. Beebe  
General Chairman  
United Transportation Union  
214 Amity Road  
Woodbridge, CT 06525

Mr. Dirk A. Sampson  
General Chairman  
United Transportation Union  
1515 Market Street, Suite 708  
Philadelphia, PA 19102

Dear Sirs:

This has reference to our discussions to amend the provisions of the National Operating Craft Vacation Agreement dated April 29, 1949, as amended by Appendix "B" of the agreement dated October 27, 1999, between Amtrak and the United Transportation Union, 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 managers and two (2) UTU 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 July 1, 2013, to June 30, 2014, during and after which, the committee will evaluate such effects, if any, and recommend necessary adjustments and/or adoption of the changes to the above-referenced Vacation Agreement identified below:

1. Vacation periods shall begin a 12:01 AM, Monday, and end at 11:59 PM, Sunday. Passenger Conductors and Assistant Passenger Conductors 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 July 1, 2013, Passenger Conductors and Assistant Passengers Conductors may take a second week of annual vacation in single day increments consistent with existing CMS procedures.

- i. **Passenger Conductors and Assistant Passenger Conductors will be required to use one (1) vacation day for each tour of duty initiated on another calendar day.**

Modify Q&A No. 3 of Appendix "B" dated October 27, 1999, as follows:

**Q3 In the application of the "single day rule," how many days of single day vacations is an employee permitted to take?**

**A3 Ten (10) days will be allowed in single day increments.**

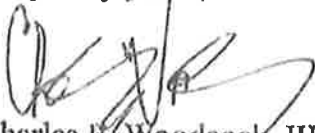
Add Q&A No. 7 to Appendix "B" dated October 27, 1999, as follows:

**Q7 Must a Passenger Conductor or an Assistant Passenger Conductor working separate tours of tours of duty initiated over two calendar days take one (1) vacation day for each of the calendar days?**

**A7 Yes.**

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

Very truly yours,



**Charles E. Woodcock, III**  
*Leader - Labor Relations*

**I concur:**



**William A. Beebe**  
**General Chairperson**



**Dirk A. Sampson**  
**General Chairperson**

April 17, 2013

Side Letter No. 5

Mr. William A. Beebe  
General Chairman  
United Transportation Union  
214 Amity Road  
Woodbridge, CT 06525

Mr. Dirk A. Sampson  
General Chairman  
United Transportation Union  
1515 Market Street, Suite 708  
Philadelphia, PA 19102


Dear Sirs:

This refers to Article III, Section 4 (New Rule) 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 4. It is also understood that employees who voluntarily leave employment with Amtrak due to a bona fide hardship, as determined by agreement between the Manager-Labor Relations and the General Chairman-UTU 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  
*Leader - Labor Relations*

I concur:

  
William A. Beebe  
General Chairperson

  
Dirk A. Sampson  
General Chairperson



April 17, 2013

Side Letter No. 6


Mr. William A. Beebe  
General Chairman  
United Transportation Union  
214 Amity Road  
Woodbridge, CT 06525

Mr. Dirk A. Sampson  
General Chairman  
United Transportation Union  
1515 Market Street; Suite 708  
Philadelphia, PA 19102

Dear Sirs:

Confirming our discussions, retroactive employee cost-sharing contributions shall be offset against any retroactive wage payments provided to affected employees under Article I of this Agreement. However, there shall be no such offset for any month for which affected employees were not obligated to make a cost sharing contribution. Employees' retroactive cost sharing contributions shall in no event exceed the retroactive portion of general wage increases payable under Article I.

Very truly yours,

  
Charles E. Woodcock, III  
*Leader - Labor Relations*

I concur:

  
William A. Beebe  
General Chairperson

  
Dirk A. Sampson  
General Chairperson

April 17, 2013

Side Letter No. 7

Mr. William A. Beebe  
General Chairman  
United Transportation Union  
214 Amity Road  
Woodbridge, CT 06525

Mr. Dirk A. Sampson  
General Chairman  
United Transportation Union  
1515 Market Street; Suite 708  
Philadelphia, PA 19102

Dear Sirs:

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  
*Leader - Labor Relations*

I concur:



William A. Beebe  
General Chairperson

  
Dirk A. Sampson  
General Chairperson

April 17, 2013

Side Letter No. 8

Mr. William A. Beebe  
General Chairman  
United Transportation Union  
214 Amity Road  
Woodbridge, CT 06525

Mr. Dirk A. Sampson  
General Chairman  
United Transportation Union  
1515 Market Street; Suite 708  
Philadelphia, PA 19102

Dear Sirs:

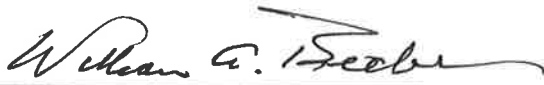
Confirming our discussions, Amtrak will endeavour to implement the wage adjustments set forth in Article I and to calculate and make the retroactive wage payments provided to affected employees as soon as practicable following ratification of this agreement. Should the payment date exceed sixty days from such ratification date, Amtrak will notify the organization and provide the expected date of payment.

Very truly yours,



Charles E. Woodcock, III  
*Leader - Labor Relations*

I concur:



William A. Beebe  
General Chairperson



Dirk A. Sampson  
General Chairperson

April 17, 2013

Side Letter No. 9

Mr. William A. Beebe  
General Chairman  
United Transportation Union  
214 Amity Road  
Woodbridge, CT 06525

Mr. Dirk A. Sampson  
General Chairman  
United Transportation Union  
1515 Market Street; Suite 708  
Philadelphia, PA 19102

Dear Sirs:

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  
*Leader - Labor Relations*