



WORK RULES

I. Scope Reform/Cross Utilization

Employees may be utilized outside of their craft to perform work not traditionally associated with the craft.

Employees of other crafts may be utilized to perform work traditionally performed by the above.

No employee will be furloughed as a result of implementation of this rule.

II. Modify Bid/Bump Rules

Except IAM Road Mechanics:

Stabilize the work force by modifying bid and bump rules.

Re-post all positions at facilities annually at a time appropriate for the particular facility (timetable, production cycle, fiscal year, etc). Employees will remain on positions for the year except as outlined below

In the event positions are advertised between a facility cycle, qualified employees may be awarded such positions with the requirement to remain in place for the remainder of the cycle. (Employees may only change once by bidding out of cycle).

Employees returning to work after an authorized Leave of Absence will return to their former position if available (open or not occupied by a senior employee) and, if not available, will be subject to assignment by management. Employees "displaced" by the returning employees will be subject to assignment by management. Employees returning and those assigned must remain in place for the remainder of the cycle except in the one time bid option above if not already exhausted.

In the event of a general force reduction, displacements will be allowed in accordance with existing rules. Employees exercising seniority or assigned as a result, will remain on positions for the remainder of a cycle.

All Employees:

Employees who receive special training and are thereafter assigned to positions while in or after such training must remain on that position for 1 year and the balance of the facility cycle. Such employees will not be displaced except by an otherwise similarly senior qualified employee who would otherwise be furloughed in a reduction in force. Employees who do not immediately thereafter move to positions requiring such training which are not filled will be assigned subsequently in inverse seniority order and subject to the retention above. Employees hired to positions requiring such special training/skills will be similarly assigned.

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IAM Roadway Mechanics:

Provide that the starting times, work week (4x10/5x8) and/or rest days match up with Travelling Track Units and provide that such can be changed with 16 hours advance notice without re-bulletining. Provide that headquarters may change without re-bulletining and that such employees will report to the worksite which will vary as the units move.

III. Modify Rules To Eliminate Time Paid For Not Worked:

1. Rule 6 (e) 8 hours straight time for being held [Rule 6 (f) for IAM and SMWIA]
2. Rule 6 (f) 3 hours straight time for shift transfer [Rule 6 (g) for IAM and SMWIA]
3. Rule 6 (g) 8 hours overtime for shift change [Rule 6 (h) for IAM and SMWIA]
4. Rule 13 (c) 4 hours straight time minimum call [Rule 14 (c) for IAM, 13 (c) for SMWIA]
5. Bank Time Rule
6. Work full tour before/after holiday to qualify.

IV. Validating Applications

Change the Validating Application probation period to one year.

V. Payroll Efficiencies

Provide that employees will be paid via automatic check deposit only.

Provide for bi-weekly pay option.

VI. Overtime

Overtime to be paid after 40 hours actual work [50 hours actual work for IAM Road Mechanics] during a workweek.

VII. Part-Time

Provide for establishment of part time positions, without restriction, permitted to cover up to 25 hours in a workweek. Part-time employees will be paid at the straight-time rate for all work performed. Part-time employees will not receive health and welfare or other benefit plans. Part-time employees will not receive vacation, bereavement leave, and other paid-for time not worked.

VIII. New Classification

Establish a new classification and rate of pay for semi-skilled/routine work.

Position to cover routine, semi skilled work such as routine assembly/disassembly operation of machines not requiring diagnostics, routine benchwork, handling parts and assisting others.

Rate will be 80% of Amtrak Journeyman position.

Will not apply to employees in active service on the date the agreement is signed.

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IX. Discipline Reform

Develop an expedited procedure for handling drug and alcohol, and absenteeism cases, which eliminates hearings and appeals, except for appeals which go directly to adjustment boards.

Provide for Notice of Intent process.

Provide for union progression of minor disputes only to a PLB/SBA forum.

MEDICAL PLAN CHANGES

- CHCB 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. Cover 100% of the Covered Expenses involved up to \$150, and 75% of such Eligible Expenses in excess of \$150.
- In addition to the Plan's existing coverage for speech therapy, such therapy will be a Covered Expense under the CHCB and the Plan's MMCP, when given to children under three (3) years of age as part of a treatment for infantile autism, development delay, cerebral palsy, hearing impairment or major congenital anomalies that affect speech.
- PKU blood tests will be a Covered Expense under the MMCP and the CHCB when given to infants under the age of one in a hospital or on an out-patient basis.
- The MMCP will not require a co-payment with respect to any visit to a physician's office solely for the administration of an allergy shot.
- The Plan's Prescription Drug Card Program co-payments per prescription are revised as follows: (i) Generic Drug - \$5.00; (ii) Brand Name Drug - \$10.00. The Plan's Mail Order Prescription Drug Program co-payment is revised as follows: Generic Drug - \$10 and Brand-\$15
- Allow for the option of quality regional HMO's for MMCP gaps.
- Reduce CHCB coinsurance from 85% to 80%
- Increase Ind./Family out of network deductibles under MMCP to \$200/\$600.
- Increase Ind./Family deductibles to \$200/\$600.
- Employee contribution rates set at \$75 per month effective 10/01/03 and \$100 per month effective 10/01/04. Pre-tax accounts will be established for the contribution amounts.

Effective 7/01/05, adjustments to the COLA will be made as follows:

It is understood that up to half of the COLA each time, July 1, 2005 and every 6 months thereafter, can be used to offset 50% of the yearly per employee increases in AMPLAN based on the previous year's per employee base. Any portion of the prior year 50% increases not previously offset will be carried over to be met by future COLA's subject to the 50% cap at any one time.

- 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. Except, however, in those instances

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where the participant or beneficiary is admitted to the hospital such co-pay is waived.

- Medical plan coverage for employees who cease to render compensated service after the date of this agreement as a result of disability due to illness or injury; or who become disabled before coverage as a furloughed, dismissed or suspended employee ends; shall be changed to end on the earlier of the following: the date the disability ends or at the end of the second year of disability.
- During a prescribed election period preceding October 1, 2003, and preceding each January 1 thereafter, an employee whose spouse is also a covered employee under the plan, may elect to forego coverage as an eligible employee. Such employee will not be required to contribute monthly payments to the plan as described in this section and shall be treated for coverage purposes as an eligible dependent of the spouse who retains coverage as an eligible employee.

If the employee retaining coverage as an eligible employee should lose such coverage during the calendar year, the spouse, if still an employee, will automatically revert to an eligible employee and will be required to make the monthly contribution.

- Provide that employees in areas where they may choose between MMCP and CHCB plans may no longer enroll in the CHCB plan.
- Provide that the 7 day rule be extended to 15 days.

MORATORIUM

Contract runs from January 1, 2000 through December 31, 2004, and notices to amend the contract may be served by either party on or after November 1, 2004, to be effective no earlier than January 1, 2005.