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## **Terms of Agreement with the Brotherhood of Maintenance of Way Employes**

The parties agree to the following new terms and conditions in full and final settlement of any open Section 6 Notices:

### **I. Term of New Agreement**

- Through September 30, 2010 and continuing until the parties reach the next Agreement
- Changes to agreement may be served no earlier than 120 days prior to October 1, 2010
- Agreement changes effective upon receipt of written notice of ratification except as otherwise noted.

### **II. Wages**

- No retroactive pay
- COLA Clause is eliminated
- General Wage Increases
  - Amtrak Pattern- "TCU deal" (\$.75 COLA rolled into base; then 3.5%, 3%, 3%)
  - 2.5%
  - 2.0%
  - 1.5%
  - 2.0%

Above increases effective within 30 days of notice of ratification

- 1.5% - 4/1/08
- 3.5% - 10/1/08
- 3.5% - 10/1/09
- \$4,500 Lump sum Signing Bonus

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### III. Medical/Benefits Changes

Make the following changes in the medical plan (AMPLAN) to be effective the month following the implementation of the wage adjustments to be made within 30 days of notice of ratification:

- Add one Routine Annual Physical to the Comprehensive Plan (CHCB).
- Broadened Speech Therapy coverage.
- Add PKU tests coverage for infants
- No co-payment for allergy shot
- Move to 3 tier drug co-pay for all participants at \$10 generic/20 brand/30 non-formulary for retail and \$20 generic/\$30 brand/\$60 non-formulary for mail order, active and retirees
- Reduce Disability extension from 36 to 24 mos. maximum.
- Reduce CHCB coinsurance from 85% to 75% (or to 60% without approval of services) for those who live in an area where they may choose between CHCB and Managed Care (MMCP)
- The Individual and Family Out-of-Network Deductibles under the Plan's MMCP will be increased to \$300 and \$900, respectively.
- The Annual Out-of-Pocket Maximum for out of network services under the Plan's MMCP will be increased to \$2,000 per individual and \$4,000 per family.
- Increase office visit co-pay from \$15 to \$20 (Primary Care/Urgent Care), \$35 (Specialist) and \$50 (Emergency Room). Emergency Room co-pay will be waived if the covered member is admitted to the hospital.
- Clarify definition of children
- 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.

- Active employee contributions \$166.25/month commencing in the month following the month in which the wages are implemented and adjusted July 1 2008, and each July 1 through and including 2010 based on the 15 % of AMPLAN, Dental, Vision, AD&D and Life Insurance per employee cost (based on previous year) divided by 12. The July 1, 2010, employee

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monthly cost-sharing contribution shall be adjusted to be the lesser of (1) or (2) below:

- (1) 15% of the Carrier's total costs of above benefits for 2009, divided by 12, or
  - (2) \$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. Employee deductions will be made on a pre-tax basis.
  - Amtrak will implement early Retiree (Age 60-Medicare) per retiree medical contributions of \$50/month, effective October 1, 2007.
  - Employees may opt out of the AMPLAN, Vision and Dental coverage, if proof of other plan, with no employee contributions. Employees may revoke the opt out in certain circumstances.
  - Provide for entry into the 401(K) Plan before 1 year of service.
  - Improve Off Track Vehicle benefits.

#### **IV. Work Rules**

1. General - No existing BMW employee on date of agreement will be furloughed as a result of rules changes here except as noted below.
2. Payroll Reform-Implement mandatory direct deposit, bi-weekly pay and Monday-Sunday workweek for payroll processing purposes, including overtime calculation.
3. Establish a General Training/Examination Rule under which training shall be provided at such times and locations as deemed appropriate by Amtrak.
4. Provide for restoration of status quo following emergency force reductions.
5. Provide that employees filling temporary vacancies will be considered automatic bidders for such assignment, and limit the application of the rule to stabilize the workforce.
6. Amend the Assignment Rule to provide that when no bids are received for advertised positions, the junior employee holding seniority in the class working in a lower class in the work zone will be assigned. If no such employee available, Amtrak may assign the junior qualified employee in the work zone working in a lower class, not possessing seniority in the class. Amend the Training Agreement to expand the periods in which employees can be assigned to improve the return on training investments.

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7. Amend the Work week rule to provide that 3 X 12 gangs may be established with any consecutive work days, including work weeks of Friday, Saturday and Sunday or Saturday, Sunday and Monday. Incumbents shall receive 40 hours pay provided they work all advertised hours of the assignment (36 hours).
8. Modify existing rules governing rest days as may be necessary to permit Saturday and/or Sunday coverage at the straight time rate.
9. Modify existing starting time rules to permit any starting times, consistent with operational requirements.
10. Amend existing rules to provide that overtime shall only be paid for hours worked in excess of 40 straight time hours in the work week, excluding where such work is performed by an employee due to moving from one assignment to another. Paid vacation, holidays, jury duty, bereavement, training, paid personal leave and paid military leave will be credited toward the 40 hours when substituted for regular work hours. Work week will not be reduced and the existing double time rule will remain.
11. Modify Rule 89 to include Tie Laying Gangs.
12. Modify existing Rules 90-B, C, D and E to contain the same provisions as Rule 90 A and, provide that all Rule 90 gangs may be utilized to perform any capital improvement work deemed appropriate.
13. Provide that assembly points may be established for certain production gangs.
14. Provide that consistent with operating conditions, the advertised shift of a gang may be changes under the following conditions:
  - 72 hours advance notice
  - Change shall not exceed 30 days in duration
15. A. Investigations will be eliminated for violations of Rule G waivers. Any discipline assessed will be subject to appeal directly to the highest designated officer and, if necessary, to arbitration under the parties' grievance rule. The burden of proving a violation rests with the Carrier.  
  
B. Investigations will be eliminated for absenteeism violations. Any discipline assessed will be subject to appeal directly to the highest designated officer and, if necessary, to arbitration under the parties' grievance rule. The burden of proving a violation rests with the Carrier. If the nature of the employee's record suggests dismissal, it will not be imposed until after appeal is handled with the highest designated officer.
16. Modify existing rules to eliminate payments to employees while withheld from service pending investigation when the employee's retention could endanger the company or employee(s).

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17. Claims not answered are considered denied.
18. Holiday- In order to qualify for holiday pay, an employee must work the full tour on the work day before/after holiday unless excused by a company officer. Likewise, employee must work a holiday if scheduled to work.
19. Extend the probationary period from 90 to 120 days. Modify discipline rules accordingly.
20. Contracting Out- Eliminate all existing contracting out restrictions and provide that employees furloughed as a result of contracting will have an option for up to and including 1 year severance pay, or transfer with relocation, or remaining on furlough. A labor protection event as set forth in the Mittenthal Award will supersede this provision.