

PASSENGER RAIL LABOR BARGAINING COMMITTEE

SYNOPSIS - PROPOSED AMTRAK - BMWED/BRS AGREEMENT

Article 1 - Wages: No lump sums, all wage increases with full retroactive pay

- * 1.25% effective July 1, 2015
- * 1.5% effective July 1, 2016
- * 1.5% effective July 1, 2017
- * 2.75% effective July 1, 2018
- * 3% effective July 1, 2019
- * 3.75% effective July 1, 2020
- * 3.75% effective July 1, 2021

18.8% compounded over the life of the contract.

In summary, the proposed contract provides for an immediate pay increase of 4.31% upon implementation, with an additional 2.75% on July 1, 2018 for a compounded increase in 2018 of 7.17% with an annual increases of 3%, 3.75% and 3.75% thereafter.

Retroactive:

- * 1.25% for July 1, 2015 to June 30, 2016
- * 2.77% for July 1, 2016 to June 30, 2017
- * 4.31% from July 1, 2017 until implementation of the new rates prior to July 1, 2018

Article 2 - Health Care

- * Monthly contribution is frozen at \$208.45
- * Establishes AMPLAN 1A, a lower cost alternative for members. Open to current employees on a voluntary basis. Employees hired after 1/1/2019 will participate in this plan for the first five years of employment. Monthly contribution is frozen at \$170.00 individual plus additional \$50.00 for spouse
- * Telemedicine - doctors available 24/7 with same co-pay as primary care physician
- * Addition of Aetna's High Performance Network
- * Establishes a fixed 24-month period for continuation of coverage for both members and family when a member ceases to render compensated service due to illness or injury

Other modifications to plan design include the addition of an Opioid Control Program, changes to the administration of the prescription drug benefit and a revision of coverage for employees deemed to be "Amtrak couples".

Article 3 - Military Service

- * Provides for up to 120 hours of make whole pay for pay lost due to military service

SUBJECT TO MEMBER RATIFICATION

March 14, 2018
Memorandum of Understanding
Between
The National Railroad Passenger Corporation (AMTRAK)
And
Amtrak Employees Represented By
Brotherhood of Maintenance of Way Employees Division
of the
International Brotherhood of Teamsters

The parties hereby agree to the following terms and conditions of employment for a new labor agreement (Agreement) for the period January 2, 2015, through December 31, 2021. This Memorandum of Understanding is subject to ratification by the membership of the Organization, and approval by the AMTRAK Board of Directors. The rule changes set forth in this Memorandum of Understanding shall be effective upon the date of ratification, unless specified otherwise. The parties will meet to finalize the Memorandum of Understanding at a mutually agreeable time in the near future.

ARTICLE I- WAGES

Section 1- Wage Increase Implementation

- (a) All rates of pay resulting from Section 2, below for employees covered by this Memorandum of Understanding shall be applied as follows:
1. Disposition of Fractions -- Rates of pay resulting from application of Section 2 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.
 2. Application of Wage Increases -- The increase in wages provided for in this Article shall be applied in accordance with the wage and working conditions agreement in effect between Amtrak and the labor organization party hereto. Special allowances not included in 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- General Wage Increases

7/1/15	1.25%
7/1/16	1.5%
7/1/17	1.5%
7/1/18	2.75%
7/1/19	3%
7/1/20	3.75%
7/1/21	3.75%

Section 3 - Retroactive Pay:

It is understood the retroactive portion of the wage increase shall be applied only to employees that have an employment relationship with the Carrier on the date of this agreement, or who retired, or died subsequent to July 1, 2015 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. Payments will be processed as soon as possible, subject to standard exclusions and any historical offsets, unless otherwise provided for in this agreement, but in no event later than 90 days from the date of ratification.

ARTICLE II – HEALTH CARE

Part A- Plan Changes

Section 1-Continuation of Health and Welfare Plans

AmPlan II (BMW, BRS), Dental, Vision, AD&D, ERMA, and Life Insurance plans applicable to employees represented by the Labor Organizations and their eligible dependents, shall continue in full force and effect except as modified herein.

Section 2- Plan Design Changes

- (a) Emergency Room Co-pay shall be increased to \$100 effective 1/1/19, and to \$125 effective 1/1/21 (waived if admitted).
- (b) Clinical Management and Quality of Care Initiatives no earlier than 7/1/18.
 - 1. Telemedicine option- Same co-pay as primary care physician
 - 2. Aetna's High Performance Network- If an identified High Performance Specialist is used, the primary care co-pay will apply.
 - 3. Opioid Control program covering quantity, duration, and pharmacy management- hard stop letter for multiple pharmacies out of network, and implementing CDC and FDA quantity and duration limits.
 - 4. CVS Value-Based Formulary- generic prescriptions where available subject to continued medical necessity exception standard. Current prescriptions will be grandfathered until the point in time the prescription ceases to be renewed.
 - 5. Advanced Control Specialty Prescriptions Formulary where multiple specialty drugs are available will be managed in accordance with clinical, price and efficiency standards.
 - 6. Mandatory Maintenance Prescription Choice- (90 day, at CVS/mail).
 - 7. Effective 1/1/19 Amtrak couples will participate in AmPlan II as non-Amtrak couples, subject to all plan conditions, provided however, that only one employee contribution will be paid.
 - 8. Medical plan coverage, inclusive of dependent 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 twenty-four

(24) month period following the month in which the employee last rendered compensated service.

9. Out-of-Network (OON) Cost 1/1/19- Share for employees who have network coverage and choose OON services
 - Deductible- \$500
 - Coinsurance- 75%
 - Out-of-pocket maximum- \$3,000

(c) AMPLAN 1A (See Addendum 1 subject to below)

1. A new Amtrak Plan is established for employees hired on or after 1/1/19. New hires electing health insurance coverage shall be required to participate in AMPLAN 1A during the first 5 years of employment (through the end of the fifth calendar year). After 5 years of participation, the employee will have an annual choice during open enrollment to continue in AMPLAN 1A or elect to participate in any other Plan(s) applicable to other active employees. All continuous service with Amtrak will count towards the 5 years of employment.
2. Coverage begins the first of the month following the month of Hire.
3. Contribution
 - \$170 in Addendum 1 with Spousal Surcharge of \$50 monthly (the amount will be frozen for agreement term). This only applies to working spouses with access to other employer provided coverage.
4. Current AMPLAN II employees subject to this agreement may participate in AMPLAN 1A plan beginning 1/1/19.

Section 3- Employee Contribution

Beginning January 1, 2018, employees will pay \$208.45 per month for AMPLAN II health care benefits, consistent with AmPlan II rating.

ARTICLE III – MILITARY SERVICE

Employees will be entitled to time off with pay for active duty service in the National Guard or Reserve Components of a branch of the Armed Forces of the United States. Military leave will be granted on the basis of an eight hour work day on a regularly scheduled day of work for a full time employee not to exceed 120 hours per year for a full time employee. Part-time employees will be eligible for a portion of 120 hours based on their regularly scheduled shifts during the week(s) in which their leave was taken. Paid Military Leave will be paid in full day blocks, partial day absences will not be permitted. Employees will be made whole for lost earnings of their regularly scheduled shift, not to include meals, lodging, or transportation. The employee will submit a copy of their active duty orders, as soon as available and will also submit the pertinent "Leave and Earnings Statement" showing compensation for other than meals, lodging, or transportation for active duty as soon as possible following completion of the military leave so that Amtrak can perform proper calculations and process any amounts owed or recoverable.

ARTICLE IV - GENERAL PROVISIONS


Section 1- Effect of this Agreement

- (a) The purpose of this Memorandum of Understanding is to fix the general level of compensation during the period of the Agreement, and to settle disputes growing out of the parties' respective Section 6 Notices.

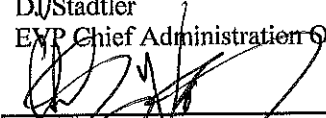
- (b) The Agreement shall remain in effect through December 31, 2021, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- (c) No party to this Memorandum of Understanding shall serve, prior to January 1, 2021, (not to become effective before January 1, 2022) any notice or proposal for the purpose of changing the terms covered by this Memorandum of Understanding.

Signed March 14, 2018:

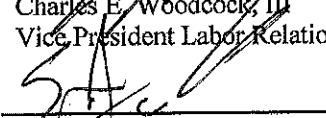
For the National Railroad Passenger Corporation (Amtrak):



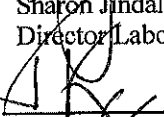
 D. Stadler
 EXP Chief Administration Officer



 Charles E. Woodcock, III
 Vice President Labor Relations

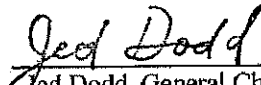


 Sharon Jindal
 Director Labor Relations




 Jan Kelly
 Director Benefits & Wellness Programs


For the Brotherhood of Maintenance of Way Employees Division of the International Brotherhood of Teamsters



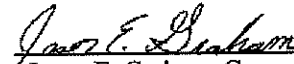
 Jed Dodd, General Chairman
 Pennsylvania Federation




 Dale E. Bogart, Jr., General Chairman
 Northeastern System Federation




 Louis R. Below, General Chairman
 Unified System Division



 Jason E. Graham, General Chairman
 Consolidated Rail System Federation

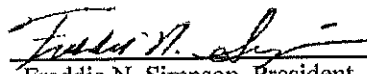


 Hayward J. Granier, General Chairman
 Illinois Central Gulf Federation



 Dennis R. Albers, General Chairman
 Allied Federation

I concur:



 Freddie N. Simpson, President
 Brotherhood of Maintenance of Way Employees Division
 International Brotherhood of Teamsters

ADDENDUM 1 3/14/2018 Tentative Agreement

Covered Services	AMPLAN 1A	
	In-Network	Out-of-Network
Deductible (Individual/Family)	\$250/\$500	\$500/\$1,000
Coinsurance	90%	50%
Medical Out-of-Pocket Maximum	\$2,500/\$5,000	\$5,000/\$7,500
PCP Office Visit	\$20/visit; no deductible	50% after deductible
Specialist Office Visit	\$35/visit; no deductible	50% after deductible
Urgent Care Center	\$25/visit; no deductible	50% after deductible
Convenient Care Clinic	\$20/visit; no deductible	50% after deductible
Preventive Care (no change)		
Routine Annual Physical Exams	100% covered; no deductible	50% after deductible
Well Child Care	100% covered; no deductible	50% after deductible
Well Woman Exam	100% covered; no deductible	50% after deductible
Inpatient Hospital Expenses		
Hospital Room and Board	90% after deductible	50% after deductible
Outpatient Hospital Expenses		
Emergency Room	\$100 Co-pay/ \$125 January 1, 2021 Waived if admitted/ 90% after deductible	50% after deductible
Outpatient Surgical Facility	90% after deductible	50% after deductible
Surgery	90% after deductible	50% after deductible
Prescription Drug		
Retail (generic/brand preferred/ brand non-preferred)	\$10/\$20	Not covered
Mail Order (generic/brand preferred/ brand non-preferred)	\$20/\$30	Not covered
RX Out-of-Pocket Maximum	\$3,000/\$6,000	N/A

Employee Monthly Contributions
\$170 per month; \$50 Spousal Surcharge

NATIONAL RAILROAD PASSENGER CORPORATION
1 Massachusetts Ave, NW, Washington, DC 20001



March 14, 2018

Side Letter 1

Mr. Jed Dodd, General Chairman
Brotherhood of Maintenance of Way Employes-IBT
Pennsylvania Federation
421 N. 7th Street, Suite 299
Philadelphia, PA 19123

Mr. Jason E. Graham, General Chairman
Brotherhood of Maintenance of Way Employes-IBT
Consolidated Rail System Federation
9835 South Avenue, Unit #2
Poland, OH 44514

Mr. Dale E. Bogart Jr., General Chairman
Brotherhood of Maintenance of Way Employes-IBT
Northeastern System Federation
3321 B. Vestal Parkway East
Vestal, NY 13850

Mr. H. J. Grainer, General Chairman
Brotherhood of Maintenance of Way Employes-IBT
Illinois Central Gulf Federation
333 East Broadway
Mayfield, KY 42066

Mr. Louis Below, General Chairman
Brotherhood of Maintenance of Way Employes-IBT
Unified System Federation
1828 E. Fort Union Blvd.
Cottonwood Heights, UT 84121

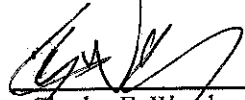
Mr. Dennis R. Albers, General Chairman
Brotherhood of Maintenance of Way Employes-IBT
Allied Federation
111 Imperial Blvd., Suite C-300
Hendersonville, TN 37075

Dear Sirs,

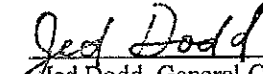
Based on our conversations leading up to the execution of the March 14, 2018, Memorandum of Understanding, it is understood in the event Amtrak reaches agreements with other Organizations (representing other crafts) which contain more favorable general wage increases or benefits during the

current round of negotiations, such provisions will be incorporated into this agreement, unless such improvement(s) were made in consideration for other items in the agreement between the parties.

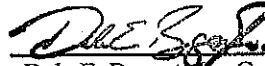
Very truly yours,



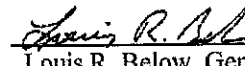
Charles E. Woodcock, III
VP Labor Relations



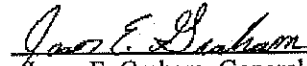
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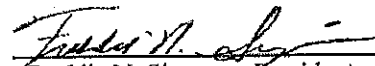


Hayward J. Granier, General Chairman
Illinois Central Gulf Federation



Dennis R. Albers, General Chairman
Allied Federation

I concur:



Freddie N. Simpson, President
Brotherhood of Maintenance of Way Employees
Division
International Brotherhood of Teamsters



March 14, 2018

Side Letter 2

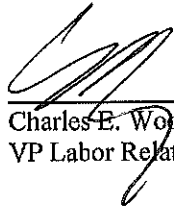
Mr. Jed Dodd, General Chairman Brotherhood of Maintenance of Way Employes-IBT Pennsylvania Federation 421 N. 7 th Street, Suite 299 Philadelphia, PA 19123	Mr. Jason E. Graham, General Chairman Brotherhood of Maintenance of Way Employes-IBT Consolidated Rail System Federation 9835 South Avenue, Unit #2 Poland, OH 44514
Mr. Dale E. Bogart Jr., General Chairman Brotherhood of Maintenance of Way Employes-IBT Northeastern System Federation 3321 B. Vestal Parkway East Vestal, NY 13850	Mr. H. J. Grainer, General Chairman Brotherhood of Maintenance of Way Employes-IBT Illinois Central Gulf Federation 333 East Broadway Mayfield, KY 42066
Mr. Louis Below, General Chairman Brotherhood of Maintenance of Way Employes-IBT Unified System Federation 1828 E. Fort Union Blvd. Cottonwood Heights, UT 84121	Mr. Dennis R. Albers, General Chairman Brotherhood of Maintenance of Way Employes-IBT Allied Federation 111 Imperial Blvd., Suite C-300 Hendersonville, TN 37075

Dear Sirs,

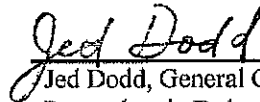
The pattern agreements in this round of bargaining provided employees under AMPLAN I with a health care contribution representing 97.52% of the contribution that would have been required under the prior formula. When applied to AMPLAN II, this handling produces a monthly contribution of \$208.45. As such, this creates a credit due for employee health care contributions beginning January 1, 2018. Amtrak

will take this resultant credit of \$7.14/mo. into account for all employees covered by this Memorandum of Understanding dated March 8, 2018, when calculating appropriate retroactive payments.

Very truly yours,



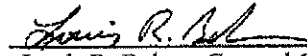
Charles E. Woodcock, III
VP Labor Relations



Jed Dodd, General Chairman
Pennsylvania Federation



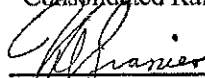
Dale E. Bogart, Jr., General Chairman
Northeastern System Federation



Louis R. Below, General Chairman
Unified System Division



Jason E. Graham, General Chairman
Consolidated Rail System Federation

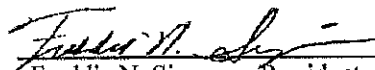


Hayward J. Granier, General Chairman
Illinois Central Gulf Federation



Dennis R. Albers, General Chairman
Allied Federation

I concur:



Freddie N. Simpson, President
Brotherhood of Maintenance of Way Employees
Division
International Brotherhood of Teamsters



March 14, 2018

Side Letter 3

Mr. Jed Dodd, General Chairman Brotherhood of Maintenance of Way Employes-IBT Pennsylvania Federation 421 N. 7 th Street, Suite 299 Philadelphia, PA 19123	Mr. Jason E. Graham, General Chairman Brotherhood of Maintenance of Way Employes-IBT Consolidated Rail System Federation 9835 South Avenue, Unit #2 Poland, OH 44514
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Dear Sirs,

This letter confirms that retroactive pay will be paid in a separate check with appropriate itemization.

Very truly yours,

A handwritten signature in black ink, appearing to read "Charles E. Woodcock, III".

Charles E. Woodcock, III
VP Labor Relations

Illustration of BMWED Tentative Amtrak Agreement
Based on Straight-Time Pay Hours For Selected Classifications

Effective Date	Wage Increases	B&B Foreman	B&B Mechanic	Track Foreman	Eng. Equip. Operator	Machine Operator	Trackmen	Truck Drivers	Welder
Current		\$32.00	\$27.64	\$30.94	\$27.64	\$26.25	\$24.98	\$27.58	\$27.99
July 1, 2015	1.25%	\$32.40	\$27.99	\$31.33	\$27.99	\$26.58	\$25.29	\$27.92	\$28.34
July 1, 2016	1.50%	\$32.89	\$28.41	\$31.80	\$28.41	\$26.98	\$25.67	\$28.34	\$28.77
July 1, 2017	1.50%	\$33.38	\$28.84	\$32.28	\$28.84	\$27.38	\$26.06	\$28.77	\$29.20
July 1, 2018	2.75%	\$34.30	\$29.63	\$33.17	\$29.63	\$28.13	\$26.78	\$29.56	\$30.00
July 1, 2019	3.00%	\$35.33	\$30.52	\$34.17	\$30.52	\$28.97	\$27.58	\$30.45	\$30.90
July 1, 2020	3.75%	\$36.65	\$31.66	\$35.45	\$31.66	\$30.06	\$28.61	\$31.59	\$32.06
July 1, 2021	3.75%	\$38.02	\$32.85	\$36.78	\$32.85	\$31.19	\$29.68	\$32.77	\$33.26
Jan. 1, 2022	Amendable	\$38.02	\$32.85	\$36.78	\$32.85	\$31.19	\$29.68	\$32.77	\$33.26
Wage Increase Over Term:		18.8%	18.8%	18.9%	18.8%	18.8%	18.8%	18.8%	18.8%
Wage Increase Per Year Over Term:		2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
H&W Contribution Reduction Over Term:		\$343	\$343	\$343	\$343	\$343	\$343	\$343	\$343
Total Value Over Term Including H&W Cont:		\$33,533	\$29,072	\$32,535	\$29,072	\$27,523	\$26,255	\$28,927	\$29,384
Back Pay To June 1, 2018 Incl. Cont. Rebate:		\$5,349	\$4,652	\$5,190	\$4,652	\$4,394	\$4,174	\$4,592	\$4,692

Source: ROTH/The Labor Bureau Inc.

AMTRAK NEGOTIATIONS
January 2018
Changes Effective July 1, 2018 Except as Noted

	Current Am Plan II	Tentative Agreement	Plan Savings PEPM
AmPLan II In-Network			
Deductible (single/Family)	\$200/\$400	No Change	
Coinsurance	5%	No Change	
OOP Maximum (Co-Pays)	\$1,000/\$2,000	No Change	
AmPLan II Out-Of-Network		Eff. 1/1/19	\$12.79
Deductible (single/Family)	\$300/\$600	\$500/\$1,000	
Coinsurance	25%	25%	
OOP Maximum	\$2,000/\$4,000	\$3,000/\$6,000	
AmPLan II Medical Co-Pays			\$8.16
Primary Care Provider	\$20	No Change	
Behavioral health Providers	\$20	No Change	
Specialists	\$35	No Change	
Convenient Care Clinic	\$25	No Change	
Urgent Care	\$25	No Change	
Emergency Room	\$75	\$100 (1/1/19); \$125 (1/1/21)	
Telemedicine	na	\$20	
CHCB			
Deductible (single/Family)	\$200/\$400	No Change	
Coinsurance	15%	No Change	
OOP Maximum	\$2,000/\$4,000	No Change	
Retail Drug Co-Pays			
Generic	\$5	No Change	
Brand Formulary	\$25	No Change	
Brand Non-Formulary	\$45	No Change	
Mail Order Drug Co-Pays			
Generic	\$5	No Change	
Brand Formulary	\$50	No Change	
Brand Non-Formulary	\$90	No Change	
Pharmacy Management			\$8.46
Opioid Control	None	Add	
Value Based Formulary	None	Add for Future Scrips	
Advanced Control Speciality	None	Add	
90-Day Mandatory for Maint.	None	Add	
Medical Management (Voluntary)			
Telemedicine	None	Add	
High Performance Network	None	Add	
Cordination of Benefits (married couple)		Add	\$1.07
TOTAL PLAN SAVINGS PER EMPLOYEE PER MONTH			\$30.48
BENEFIT RATIO	92.4	91.9	
Contributions – 1/1/18	\$215.59	\$208.45	(\$7.14)

AMTRAK NEGOTIATIONS
January 2018
Employees Hired After January 1, 2019 for First Five Years of Service

	AmPlan II (As Amended)	TA New Hire	Savings PEPM
New Hire In-Network			
Deductible (single/Family)	\$200/\$400	\$250/\$500	
Coinsurance	5%	10%	
OOP Maximum	\$1,000/\$2,000	\$2,500/\$5,000	
New Hire PLAN Out-Of-Network			
Deductible (single/Family)	\$500/\$1,000	\$500/\$1,000	
Coinsurance	25%	50%	
OOP Maximum	\$3,000/\$6,000	\$5,000/\$7,500	
New Hire PLAN Medical Co-Pays			
Primary Care Provider	\$20	No Change	
Behavioral health Providers	\$20	No Change	
Specialists	\$35	No Change	
Convenient Care Clinic	\$25	No Change	
Urgent Care	\$25	No Change	
Emergency Room	\$125	\$125	
Telemedicine	na	\$20	
CHCB	NA	NA	
Deductible (single/Family)			
Coinsurance			
OOP Maximum			
Retail Drug Co-Pays			
Generic	\$5	\$10	
Brand Formulary	\$25	\$20	
Brand Non-Formulary	\$45	\$30	
Mail Order Drug Co-Pays			
Generic	\$5	\$20	
Brand Formulary	\$50	\$30	
Brand Non-Formulary	\$90	\$60	
Pharmacy Management			
Opioid Control	Add	No Change	
Value Based Formulary	Add for Future Scrips	No Change	
Advanced Control Speciality	Add	No Change	
90-Day Mandatory for Maint.	Add	No Change	
Medical Management (Voluntary)			
Telemedicine	Add	No Change	
High Performance Network	Add	No Change	
Cordination of Benefits (married couple)		No Change	
TOTAL PLAN SAVINGS PER EMPLOYEE PER MONTH			\$0.00
BENEFIT RATIO	91.9	89.9	
Contributions	\$208.45	\$170.00	(\$38.45)