WAGE AND RULE AGREEMENT

THIS AGREEMENT, effective June 1, 2010, or as specifically otherwise indicated, by and between National Railroad Passenger Corporation (Amtrak), and the employees represented by the Joint Council of Carmen, Coach Cleaners and Helpers (JCC) -witnesseth:

IT IS HEREBY AGREED:

ARTICLE I – WAGES

Section 1 -First General Wage Increase

(a) Effective July 1, 2010, all rates of pay resulting from Article II, Part A, below 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.

Part C – Supplemental Sickness Benefits

In the event that changes to the National Supplemental Sickness Benefit Plan are agreed to by the National Carrier's Conference Committee (NCCC) and the union, in settlement of notices now served on the NCCC, such changes will become a part of this agreement.

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 – Discipline:

(a) The Discipline Rule is modified to eliminate formal investigations for Alcohol and Drug Waiver violations. Any discipline assessed will be subject to appeal directly to the Director of Labor Relations and to arbitration under the grievance rule. The burden of proving an Alcohol and Drug Waiver violation rests with the Carrier.

Section 3 – Bank Time

(a) The Bank Time Rule is modified to limit compensatory time taken to no more than forty (40) hours in a calendar year.

(b) For Holiday Pay qualification, Bank Time will be considered the same as vacation and the first work day preceding or following the employee's Bank Time, as the case may be, will be considered as the qualifying day for holiday purposes.

Section 4 – Vacation

(a) Employees will be permitted to use a maximum of one week of earned vacation in the form of 5 one-day vacations. To be eligible for one-day vacations, the employee must declare his/her intent on the application vacation request form submitted in December of the prior year when scheduling is arranged.

(b) Changes in the schedule to the current year of a single day vacation may be made consistent with the procedure below. However, no changes in single day vacation schedule will be permitted after October 12th.

(c) During the year, in order to change scheduled one-day vacations, employees must submit the vacation change request in writing on the applicable form to their supervisor. A minimum of 48 hours notice of change is required. Approval for such changes will be granted or denied based on the needs of service.

ARTICLE IV - GENERAL PROVISIONS

Section 1 -Approval

This Agreement is subject to ratification by the union and approval by the International Presidents.

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 21st DAY OF June, 2010.

FOR THE NATIONAL RAILROAD PASSENGER CORPORATION:

Joseph Boardman
President and Chief Executive Officer

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

Mario Bergeron
Chief Mechanical Officer

Craig Roodenburg
Labor Relations Officer

Steve Spindel
Labor Relations Officer

FOR THE JOINT COUNCIL OF CARMEN, COACH CLEANERS AND HELPERS (JCC):

Carl A. Tingle,
Chairman, JCC, and Asst. General Pres.
TCU – BRC Division

Gary Maslanka,
Vice Chairman, JCC, and Director Railroad Division TWU

June 1, 2010

Mr. Carl A. Tingle,
Chairman, JCC and Asst. General President
TCU – Carmen Division
9015 Lemon Road
Slaughter, LA 70777

Gary Maslanka,
Vice Chairman, JCC, and Director
Railroad Division TWU
1700 Broadway – Second Floor
New York, NY 10019-5905

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 this year, in time to publicize them and begin measuring in January, 2011. A payout of the incentive bonus based on movement of the measures during 2011 is anticipated for 2012.

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
Assistant Vice President, Labor Relations

I concur:

Carl A. Tingle,
Chairman, JCC and Asst. General President
TCU – Carmen Division

Gary Maslanka,
Vice Chairman, JCC, and Director
Railroad Division TWU

NATIONAL RAILROAD PASSENGER CORPORATION
60 Massachusetts Avenue, NE, Washington, DC 20002

June 1, 2010

Mr. Carl A. Tingle,
Chairman, JCC and Asst. General President
TCU – Carmen Division
9015 Lemon Road
Slaughter, LA 70777

Gary Maslanka,
Vice Chairman, JCC, and Director
Railroad Division TWU
1700 Broadway – Second Floor
New York, NY 10019-5905

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:

> "If an employee's pay is short the equivalent of eight (8) hours pay or more, the amount short will be issued to the employee by either check or direct deposit within two (2) business days of notification."

Very truly yours,

Charles E. Woodcock, III
Assistant Vice President, Labor Relations

NATIONAL RAILROAD PASSENGER CORPORATION
60 Massachusetts Avenue, NE, Washington, DC 20002

April 20, 2010

Carl A. Tingle
Chairman
Joint Council of Carmen, Coach Cleaners and Helpers
9015 Lemon Road
Slaughter, LA 70777

Gary Maslanka
Vice Chairman
Director Railroad Division
International Vice President, TWU
1700 Broadway – Second Floor
New York, NY 10019

Dear Gentlemen:

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 agreement between the parties.

Very truly yours,

Charles E. Woodcock, III
Assistant Vice President, Labor Relations

NATIONAL RAILROAD PASSENGER CORPORATION
60 Massachusetts Avenue, NE, Washington, DC 20002

April 23, 2010

Mr. Gary Maslanka
Vice Chairman, ASWC
Director, Railroad Division International Vice President
1700 Broadway – Second Floor
New York, NY 10019

Mr. Carl Tingle
Chairman
Joint Council of Carmen, Coach Cleaners and
Helpers
9015 Lemon Road
Slaughter, LA 70777

Dear Gentlemen:

This confirms our understanding reached in negotiation of our wage and rule settlement.

In the rule memorializing the current Mechanical Department policy permitting employees to use one week of earned vacation in the form of 5 one-day vacations, it was not the parties' intent to limit the ability of management to allow use of vacation in greater than 5 single day amounts. That discretion remains with management consistent with the National Vacation Agreement.

Very truly yours,

Charles E. Woodcock, III
Assistant Vice President, Labor Relations