

ATTACHMENT A
Paid Time Off Agreement

Section 1 -EMPLOYEES HIRED AFTER JANUARY 1, 2022

Employees newly covered by the BMW NEC or OC Agreements will, as described below, accrue Paid Time Off (PTO) up to accrual limits during periods of active employment beginning July 1, 2023.¹ That PTO may be used, as described below, during the same calendar year or carried over consistent with accrual limits.

A. PTO ACCRUALS

PTO accrues during periods of active employment, except during a leave of absence (see (1) below) and is generally awarded on the fifteenth (15th) day of each month.²

Anniversary Year of Amtrak Service	PTO Days per Calendar Year	PTO Hours Accrued per Calendar Year	PTO Hours Accrued per Month
0-2 years	10 days	80 hours	6.66 hours/month*
3-8 years	15 days	120 hours	10.00 hours/month
9-17 years	20 days	160 hours	13.33 hours/month*
18-20 years	25 days	200 hours	16.66 hours/month*
21-25 years	28 days	224 hours	18.66 hours/month*
26+ years	33 days	264 hours	22.00 hours/month

Accrual During a Leave of Absence. PTO will not accrue while an employee is on a leave of absence, including while on leave pursuant to the Family and Medical Leave Act (“FMLA”), the Americans with Disabilities Act (“ADA”) and military leave.

1. Anniversary Year. For purposes of this rule, the anniversary year of Amtrak service is the number of continuous years of service with Amtrak. In determining PTO accrual, the beginning of the year in which an employee’s anniversary date falls will correspond to the anniversary year of Amtrak service. For example, if the employee will have nine years of service on

¹ Employees who earned vacation for calendar year 2023 will still be able to use that vacation in 2023; however, it will be paid out if not taken in 2023, it will not roll over to the next year.

² For * accruals, the .01 make whole is applied in March, June, September and December, to-wit: 6.67, 13.34, 16.67 and 18.67, respectively.

November 2, 2023, the employee will start accruing at 13.33 hours per month starting on January 2023.

2. Accrual During Military Leave.

- i) While PTO will not accrue while an employee who has become a member of the Armed Forces of the United States is on a leave of absence for military service, in accordance with the Military Selective Service Act of 1967, as amended, such employee returning to Amtrak service from military leave will have such time on military leave count towards their Amtrak service for purposes of determining the amount of PTO to be granted.
- ii) When an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and during the time preceding their return to railroad service had rendered no active service or had rendered active service in fewer months than required to qualify for a full PTO accrual in the calendar year of their return to railroad service, but could qualify for a full PTO accrual in the year of their return to railroad service if months of military service and active railroad service were combined, such employee will be granted PTO time at the limit of their accrual cap.

B. ACCRUAL LIMITS

PTO will not accrue beyond an employee's annual PTO limit, as described in Section (a). Employees can designate an amount to be used for PTO exchange (PTO bank, charitable contribution, etc.). Once PTO hours reach the employee's annual PTO limit, new accruals will discontinue until the employee uses enough PTO to drop below the maximum accrual limit. Retroactive adjustments will not be made to the employee's PTO account once the maximum is reached. Scheduling of future PTO hours (see (D) and (E)(1) below) will not reduce the PTO limit.

C. CARRYOVER

Accrued and unused PTO may be carried over to the next calendar year, subject to accrual limits.

D. PTO ADVANCE

Annually Scheduled PTO may be taken prior to accrual. With manager approval, Employees may take up to forty (40) hours of PTO not yet accrued as Planned

Absences or Unforeseeable Absences. A PTO advance is considered a loan and employees are expected to return to a positive PTO balance within the calendar year; however, negative PTO balances will be carried over to the following calendar year.

E. PTO NOTIFICATION AND USE

1. For the purposes of notification and use there will be three types of PTO days:

(a) Annually Scheduled – With specified exceptions below, current practices for scheduling weeks or days of PTO in advance of the next calendar year will be retained. The local committee of the union and the representatives of the Carrier will cooperate in assigning PTO dates. Employees will be required during this period to schedule a minimum of PTO as shown in the table below:

Anniversary Year of Amtrak Service	Minimum Annually scheduled PTO days
1-2 years	5 days in 2 nd year
3-8 years	10 days
9-17 years	15 days
18-20 years	20 days
21-25 years	20 days
26+ years	25 days

Annually scheduled PTO may be unscheduled by the employee and used as described below.

(b) Planned Absences - Employees are expected to provide their manager with as much notice as possible when using PTO for medical appointments or other planned activities. Consistent with paragraph E(1)(a), certain days or periods of days may be foreclosed by Annually Scheduled PTO. Intervening Planned Absences, vacancies, staffing changes, or unforeseen events may further restrict available time. Planned PTO may be denied, when in the manager’s judgment, it is necessary for the efficient operation of the department. Individuals opting to not preschedule all their PTO as provided in Paragraph (E)(1)(a), acknowledge they will be subject to the needs of the business in requesting to use said time.

- (c) Unforeseeable Absences - When PTO is unscheduled and used for unexpected illness or personal emergency, employees are required to directly notify their manager in accordance with department procedures. An employee who fails to call in and fails to report at the start of their shift will be paid for the full day from their PTO, notwithstanding any discipline given as a result of their “no call, no show.”
 - i. Excessive Unforeseeable PTO Use. Unscheduled PTO when Planned Absences are unavailable, excessive unscheduled PTO, and absences in excess of the annual PTO accrual negatively affect business operations and may be grounds for discipline.
- 2. Cancellation Provisions - Each employee who is entitled to PTO shall take same at the time assigned, and, while it is intended that the PTO date(s) designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible: not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date(s), at least thirty (30) days' notice will be given affected employees.
 - (a) Such employee shall be paid the time and one-half rate for work performed during their cancelled PTO period.
 - (b) If management finds that it cannot release an employee for their scheduled PTO during the calendar year because of the requirements of the service, then such employee may be paid the PTO in lieu or be allowed to carry it over, at the employee's choice.
- 3. The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant, operation, or facility, who are entitled to Annually Scheduled PTO to take Annually Scheduled PTO at the same time. The local committee of each organization affected signatory hereto and the proper representative of the Carrier will cooperate in the assignment of remaining forces.

F. HOLIDAYS

Recognized contractual holidays shall not be paid as a PTO day. However, when a combination of the holiday(s), annually scheduled PTO, and the employee's rest

days are continuous for seven (7) or more calendar days the PTO days will extend the period to meet the “workdays before and after” holiday qualifying requirement,

G. STATUS CHANGES

1. Separation. Employees who retire, resign, or are terminated will receive payment of any accrued and unused PTO, subject to accrual limits. Employees with a negative PTO balance upon separation are required to repay Amtrak for used but unearned PTO.
2. Vacation Agreement to PTO Transfer
 - (a) Amount of PTO Allowed. In the year of transfer, employees who transfer from a vacation agreement position to a PTO position will be allowed to take maximum PTO accruable based on their calendar year compensated service or vacation earned under the agreement schedule in the calendar year of the transfer, whichever is greater. After the initial year, PTO accrual will be based on the Section B schedule.
 - (b) Rate of Pay. PTO will be paid at the rate of the new position.
3. PTO to Vacation Agreement Transfer
 - (a) Amount of Vacation Allowed. In the year of transfer, employees who transfer from a PTO position to a vacation agreement position will be allowed to take vacation based on their prior year compensated service and the applicable collective bargaining agreement schedule.
 - (b) Offset. PTO previously taken in the calendar year of transfer will offset vacation allowances provided by the collective bargaining agreement schedule.
 - (c) PTO Payout. Accrued PTO in excess of the collective bargaining agreement schedule will be paid off at the time of transfer.
 - (d) Rate of Pay. Vacation leave taken will be paid at the rate of the new position.

H. SCHEDULING OF PTO

1. Should Amtrak establish a self-service interface for PTO requests and usage, employees will use such to request Planned Absences and will be responsible to ensure that such Planned Absence is approved in the system prior to that date.

2. In the event the Planned Absence is not approved, employee may elect to use the PTO day as an Unforeseeable Absence, consistent with Section (E)(3), or may withdraw the request.
3. An employee who has an unforeseeable absence may elect to not cover it with PTO, except for a “no call, no show” as described in (E)(1)(c).

I. USE OF PTO UNDER EMERGENCY CONDITIONS

Any employee who is affected by an emergency force reduction may, at their discretion, use PTO towards time lost as a result of such abolishment up to the number of days lost due to the emergency abolishment or to the extent of their accrued PTO.

Section 2 -EMPLOYEES HIRED BEFORE JANUARY 1, 2022

As described below, employees will accrue PTO up to accrual limits during periods of active employment, beginning January 1, 2023. That PTO may be used, as described below, during the next calendar year.

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PTO accrues during periods of active employment, except during a leave of absence (see paragraph below)¹ and is generally awarded on the fifteenth (15th) day of each month.

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absence for military service, in accordance with the Military Selective Service Act of 1967, as amended, such employee returning to Amtrak service from military leave will have such time on military leave count towards their Amtrak service for purposes of determining the amount of PTO to be granted.

- ii) When an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding their return to railroad service had rendered no active service or had rendered active service in fewer months than required to qualify for a full PTO accrual in the calendar year of their return to railroad service, but could qualify for a full PTO accrual in the year of their return to railroad service if months of military service and active railroad service were combined, such employee will be granted PTO time at the limit of their accrual cap.
- iii) When an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of their return to railroad service had rendered no active service or had rendered active service in fewer months than required to qualify for a full PTO accrual in the next calendar year, but could qualify for a full PTO accrual in the year following their return to railroad service if months of military service and active railroad service were combined, such employee will be granted PTO time for the following year at the limit of their accrual cap.

B. ACCRUAL LIMITS

PTO will not accrue beyond an employee's annual PTO limit, as described in Section B.

C. PTO NOTIFICATION AND USE

- 1. For the purposes of notification and use there will be three types of PTO days:
 - (a) Annually Scheduled – With specified exceptions below, current practices for scheduling weeks or days of PTO in advance of the next calendar year will be retained. The local committee of the union and

the representatives of the Carrier will cooperate in assigning PTO dates. Employees will be required during this period to schedule a minimum of PTO as shown in the table below:

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 - i. Excessive Unforeseeable PTO Use. Unscheduled PTO when Planned Absences are unavailable, excessive unscheduled PTO, and absences in excess of the annual PTO accrual negatively affect business operations and may be grounds for discipline.

2. Cancellation Provisions. Each employee who is entitled to PTO shall take same at the time assigned, and, while it is intended that the PTO date(s) designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible: not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date(s), at least thirty (30) days' notice will be given affected employees.
 - (a) Such employee shall be paid the time and one-half rate for work performed during their cancelled PTO period.
 - (b) If management finds that it cannot release an employee for their scheduled PTO during the calendar year because of the requirements of the service, then such employee may be paid the PTO in lieu or be allowed to carry it over, at the employee's choice.
3. The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant, operation, or facility, who are entitled to Annually Scheduled PTO to take Annually Scheduled PTO at the same time. The local committee of each organization affected signatory hereto and the proper representative of the Carrier will cooperate in the assignment of remaining forces.
4. PTO Advance. With manager approval, Employees may take PTO accrued for the following year as Planned Absences or Unforeseeable Absences. This use will be reflected in the following year's amount of PTO.
5. PTO Carry Over. In the event an employee is in inactive status such that they are not able to accrue the full amount of PTO for the following year, they will carry over such shortfall from any unused amount of PTO from the current year for use the following year, subject to the maximum accrual levels, with the remaining balance to be cashed out.

D. HOLIDAYS

Recognized contractual holidays shall not be paid as a PTO day. However, when a combination of the holiday(s), annually scheduled PTO, and the employee's rest days are continuous for seven (7) or more calendar days the PTO days will extend the period to meet the "workdays before and after" holiday qualifying requirement.

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F. SCHEDULING OF PTO

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2. In the event the Planned Absence is not approved, employee may elect to use the PTO day as an Unforeseeable Absence, consistent with Section (C)(1)(c), or may withdraw the request.

3. An employee who has an unforeseeable absence may elect to not cover it with PTO except for a “no call, no show” as described in (C)(1)(c).
4. Except as outlined in (C)(2) and (C)(5), above, PTO not taken during the year will not be cashed out; however, the employee can designate the amount to be used for PTO exchange (PTO bank, charitable contribution, etc.).

G. **USE OF PTO UNDER EMERGENCY CONDITIONS**

Any employee who is affected by an emergency force reduction may, at their discretion, use PTO towards time lost as a result of such abolishment up to the number of days lost due to the emergency abolishment or to the extent of their current or accrued PTO.