

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES- IBT**  
**WAGE AND RULE AGREEMENT**

THIS AGREEMENT, effective upon receipt of written notice of ratification, or as specifically otherwise indicated, by and between National Railroad Passenger Corporation (Amtrak), and the Brotherhood of Maintenance of Way Employees-IBT, witnesseth:

**IT IS HEREBY AGREED:**

**ARTICLE I – WAGES**

**Section 1 -First General Wage Increase**

- (a) Effective July 1, 2022, all rates of pay for employees covered by this Agreement shall be increased in the amount of four (4) 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 July 1, 2023, all rates of pay in effect on June 30, 2023, for employees covered by this Agreement shall be increased in the amount of four (4) 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 January 1, 2024, all rates of pay in effect on December 31, 2023, for employees covered by this Agreement shall be increased in the amount of two (2) 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 July 1, 2024, all rates of pay in effect on June 30, 2024, for employees covered by this Agreement shall be increased in the amount of four and one-half (4.5) 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, 2025, all rates of pay in effect on June 30, 2025, for employees covered by this Agreement shall be increased in the amount of three and one-quarter (3.25) 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 July 1, 2026, all rates of pay in effect on June 30, 2026, for employees covered by this Agreement shall be increased in the amount of three and one-quarter (3.25) 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, 2027, all rates of pay in effect on June 30, 2027, for employees covered by this Agreement shall be increased in the amount of three and one-quarter (3.25) 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 July 1, 2028, all rates of pay in effect on June 30, 2028, for employees covered by this Agreement shall be increased in the amount of four and one-quarter (4.25) 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 – Retroactive Payments**

- (a) Retroactive payments that result from the implementation of this Article are intended to be made as soon as practicable, with the intent to be made to employees within 90 days of notice of ratification.
- (b) Eligibility for retroactive payments 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, 2022, 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.

## **ARTICLE II - HEALTH CARE**

### **Part A – Health and Welfare Plan**

#### **Section 1 - Continuation of Health and Welfare Plans**

AmPlan II (BMWE, BRS), AmPlan III<sup>1</sup>, Dental, Vision, Accidental Death and Dismemberment (AD&D), Early Retirement Major Medical Benefit (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.

Consistent with Article III, Part A, Section 4 of the March 17, 2008, BMW Settlement Agreement, the parties have agreed to make Kaiser Permanente (Kaiser) available as an option to individuals covered by either AmPlan II or AmPlan III, in the geographic regions served by Kaiser. The Kaiser plan design will mirror AmPlan II as closely as administratively feasible. This option is anticipated to become available for the 2024 plan year.

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<sup>1</sup> Formerly called AmPlan 1A (See Article II, Section 2(c), Settlement Agreement, March 14, 2018).

## **Section 2 - Plan Design Changes effective January 1, 2024**

- (a) The Plan's co-payments per employee prescription for non-preferred drugs<sup>1</sup> are revised as follows:
1. Prescription Drug Card Program at in-network pharmacies = \$60
  2. Mail Order Prescription Drug Program = \$120
- (b) The AmPlan III deductible will increase to:
1. Individual = \$500
  2. Family = \$1,000
- (c) Enhanced coverage of family planning
1. Coverage of vasectomies (no reversals)
  2. The greater of \$10,000 (lifetime) or one (1) course of treatment for fertility coverage<sup>2</sup>
- (d) Employees under AmPlan II or III may elect to participate in a CVS program that provides \$0 co-pays for specialty drugs.<sup>3</sup>
- (e) The benefit for hearing aids will be \$2,000.00 for each ear, every three years.
1. In addition to the cost of the device, the benefit will apply to consultation and fitting charges.
- (f) The Plan life insurance benefit for active employees shall be increased to \$50,000, and the Plan's maximum accidental death and dismemberment benefit for active employees shall be increased to \$25,000.

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<sup>1</sup> Non-preferred co-pay is waived when employee submits documentation of medical necessity to CVS. Cost of the clinical review is covered by the plan. Based 90-day supply limit for mail order and on-going maintenance drugs; retail pharmacy limited to 21-day supply.

<sup>2</sup> One (1) course of treatment as offered under Aetna and Progyny as 1 Smart Cycle, which may include (but is not limited to) IVF, FET, FOT, embryology, IUI, or TIC services.

<sup>3</sup> Contingent upon continued availability of CVS' PrudentRx or a similar function specialty copay management program. PrudentRx requires plan design with 30% cost share for specialty pharmacy for those who do not opt-in.

(g) The Dental Plan Provider will be put out for bid in 2023 for 2024 implementation. The plan design will be as shown below, with no employee contribution for coverage:

Group	Proposed DMO	Proposed PPO
<b>Deductible</b>		
Single	\$0	\$50
Family	\$0	\$150
<b>Annual Max Benefit</b>	No Maximum	\$2,500 (PPO) \$1,500 (NonPar)
<sup>1</sup> Type A (Preventive)	100%	100%
Type B (Basic)	\$0 - \$60 copay	80%
Type C (Major)	\$85 - \$230 copay	60%
Ortho - Cost-Share	\$250 - \$1,800 copay	60%
Ortho - Max	No Maximum	\$2,500

(h) Eligibility for Dental Plan coverage will mirror that of Health Plan eligibility.

(i) Ability to add Guardian Health Nurses mobile program.

<sup>1</sup> Representative treatments in Types A-C:  
(*Illustrative, Type B, Type C, and Ortho subject to change*)

<b>Preventive</b>
Oral examinations (twice per calendar year) (a)
Cleanings - Adult/Child (twice per calendar year) (a)
Fluoride (once per calendar year) (a)
Sealants (permanent molars and bicusps) (a)
Bitewing X-rays (twice per calendar year) (a)
Full mouth series X-rays (once every 36 months) (a)
Space Maintainers
Emergency Palliative Treatment
<b>Basic</b>
Root canal therapy -
Anterior teeth / Bicuspid teeth / Molar teeth
Scaling and root planing (a)
Gingivectomy
Composite fillings
Amalgam (silver) fillings
Uncomplicated extractions
Surgical removal of erupted tooth
Surgical removal of impacted tooth (soft tissue)
Osseous surgery (a)
Surgical removal of impacted tooth (partial or full bony)
General anesthesia/intravenous sedation
Denture repairs (a)
<b>Major</b>
Crowns
Inlays
Onlays
Crown Build-Ups
Implants
Bridgework (5 year replacement frequency applies)
Full & partial dentures (5 year replacement frequency applies)

- (i) Employees may elect to participate in health care concierge service (high quality provider search, bill review, second opinions, booking appointments).
- (j) All of the benefits as changed herein will be subject to the Plan's generally applicable limitations, conditions, and exclusions. Existing Plan provisions not specifically amended by this Article shall continue in effect without change.

**Part B – Employee Cost Sharing of Plan Cost Amounts**  
**Section 1**

Employee cost sharing contributions towards Medical and Prescription drug coverage (AmPlan II, III or Kaiser), Dental, Vision, AD&D, and life insurance coverage under this contract will be as follows:

- (a) Each employee covered by AmPlan II shall contribute \$208.00 for each month that the employee met the qualifying requirement for active employees for health benefits coverage for himself and/or his dependents.
- (b) For the remainder of 2023, each employee covered by AmPlan III shall continue to contribute \$170.00 for each month that the employee met the qualifying requirement for active employees for health benefits coverage for himself and/or his dependents.
- (c) Effective January 1, 2024, each employee covered by AmPlan III shall contribute \$150.00 for each month that the employee met the qualifying requirement for active employees for health benefits coverage for himself and/or his dependents.
- (d) Effective January 1, 2024, each employee covered by Kaiser Permanente shall contribute \$100.00 for each month that the employee met the qualifying requirement for active employees for health benefits coverage for himself and/or his dependents.
- (e) Effective January 1, 2024, employees exercising the "Opt-Out Election" provided in the Article III, Part B, Section 4 of the March 17, 2008, BMW Settlement Agreement, will receive an annual allowance of twelve hundred dollars (\$1,200.00), payable monthly at one hundred dollars (\$100.00) for

each month the employee would have otherwise met the eligibility requirements for coverage by AmPlan II or Amplan III.<sup>1</sup>

## **ARTICLE III – PAID TIME NOT WORKED**

### **Section 1 – Martin Luther King Day**

Effective January 1, 2024, Martin Luther King Day is added to the list of contractual holidays designated under Rule 19 (OC) and Rule 48 (NEC) of the agreement.

### **Section 2 – Bereavement Leave**

Effective upon ratification, amending BMW Rule 26 (OC) and BMW Rule 93 (NEC):

Bereavement leave, not in excess of three consecutive work days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent, half-sibling, step-sibling, stepparents or step-children. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

- (a) An employee will have the following options in deciding when to take bereavement leave:
1. three consecutive work days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
  2. three consecutive work days, encompassing any funeral or memorial service.

Q-1. Does the three (3) work days allowance pertain to each separate instance, or do the three (3) calendar work days refer to a total of all instances?

A-1. Three work days for each separate death.

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<sup>1</sup> Possible vehicle for the payment would be for the value to be in a Health Reimbursement Arrangement, which would be on a pre-tax basis, expiring the end of the calendar year following the year earned. The parties agree to meet within sixty (60) days of ratification to agree on method and frequency of payment.

Q-2. Will a day on which a basic day's pay is allowed bereavement leave serve as a qualifying day for holiday day purposes?

A-2. No, however, the parties are in accord that bereavement leave non-availability should be considered the same as PTO non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-3 Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, step-brother or step-sister, step-parents or step- children?

A-3 Yes.

### **Section 3 - Paid Parental Leave**

Effective January 1, 2024, Amtrak's Paid Parental Leave (APIM 7.52.1, as amended) will be applicable to BMWWE-represented employees in order to provide eligible employees up to ten (10) weeks of paid parental leave to bond with a newborn (including surrogacy) or a child placed with an employee for adoption, within the first year of birth or placement; subject to the following:

- (a) The employee has been in active service with Amtrak for at least three hundred sixty-five (365) days.
- (b) The employee would otherwise be in active service with Amtrak absent the use of Paid Parental Leave.
- (c) Paid Parental Leave shall be at the hourly rate of the position to which the employee is assigned.
- (d) Management will have the option to fill, partially fill or not fill the vacancy of an employee who is absent on account of Paid Parental Leave. The vacancy resulting for an employee taking Paid Parental Leave will not be bulletined. Should a senior employee displace onto the vacancy, the employee on Paid Parental Leave will have the displacement options of Rule 8 (OC) or Rule 22 (NEC) of their CBA available to them upon their return, subject to any lock-in.
- (e) Employees on Paid Parental Leave who engage in other employment while on such Leave will forfeit employment at Amtrak, unless such arrangements are agreed upon by the Carrier and Organization. If no agreement is reached,



a challenge to a forfeit of seniority will be handled through the grievance procedure.

- (f) For purposes of this agreement, Sections 2.0, 4.0 and 5.2 of APIM 7.5.2 (which refer to management employees) are inapplicable and the terms of this agreement are controlling.

#### **Section 4 – Paid Time Off**

The Vacation Agreement is replaced by the Paid Time Off (PTO) Agreement (see Attachment A).

Personal Leave Day provisions are removed and superseded by the new PTO Agreement (Rule 20 (OC) and Rule 99 (NEC)).

The parties agree to meet within sixty (60) days of ratification of this agreement to determine the population of the PTO bank (craft only or company-wide).

#### **ARTICLE IV – DISCIPLINE PROCESS**

The parties agree to meet with the intention of mutually amending BMW Rule 15 (OC) and BMW Rule 74 (NEC) within six months of ratification of this agreement.

#### **ARTICLE V – CLAIMS AND GRIEVANCES**

The parties agree to meet with the intention of mutually amending BMW Rule 14 (OC) and BMW Rule 64 (NEC) within six months of ratification of this agreement.

#### **ARTICLE VI – COMPANY EMAIL REQUIREMENT**

The parties recognize that this provision is not subject to negotiations, however, for sake of clarity, the parties have agreed to insert this provision into the Collective Bargaining Agreement. It is acknowledged all employees may receive any communications that would be provided to an address of record by way of traditional mail services through electronic means. Amtrak and its vendors will communicate with employees through an Amtrak email address furnished to each employee by Amtrak to provide various information and notices – both companywide and information specific to the individual – including but not limited

to notices from Human Resources, Employee Benefits, and other departments.

Employees are responsible for checking their Amtrak email account on a regular basis for important communications from the company and following up with any needed actions accordingly. All Amtrak employees will be expected to treat information received through electronic communication in the same manner as information received by way of postal services to an address of record. Any employee that does not have a device capable of regularly checking their Amtrak email account must notify their General Chairman so arrangements can be made to assist the employee in this task in a timely manner.

Amtrak's *Acceptable Use* policy (APIM 13.1.X) and its successors, governs use of Amtrak's computer systems, data and network resources, and email accounts.

## **ARTICLE VII - GENERAL PROVISIONS**

### **Section 1 -Approval**

This Agreement is subject approval by the Amtrak Board of Directors and ratification by the union.

### **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 December 31, 2028 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 January 1, 2028 (not to become effective before January 1, 2029) any notice or proposal 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 \_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

**FOR THE NATIONAL  
RAILROAD PASSENGER  
CORPORATION:**

**[Union]:**

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Amtrak

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[acc]

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Amtrak

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[acc]

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Amtrak

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**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.<sup>1</sup> 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.<sup>2</sup>

<b>Anniversary Year of Amtrak Service</b>	<b>PTO Days per Calendar Year</b>	<b>PTO Hours Accrued per Calendar Year</b>	<b>PTO Hours Accrued per Month</b>
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

<sup>1</sup> 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.

<sup>2</sup> 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:

<b>Anniversary Year of Amtrak Service</b>	<b>Minimum Annually scheduled PTO days</b>
1-2 years	5 days in 2 <sup>nd</sup> 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.

### A. PTO ACCRUALS

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

<b>Anniversary Year of Amtrak Service</b>	<b>PTO Days per Calendar Year</b>	<b>PTO Hours Accrued per Calendar Year</b>	<b>PTO Hours Accrued per Month</b>
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*
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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 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

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<sup>1</sup> 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.

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:

<b>Anniversary Year of Amtrak Service</b>	<b>Minimum Annually scheduled PTO days</b>
1-2 years	5 days in 2 <sup>nd</sup> 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, PTO or other planned activities. Consistent with paragraph (C)(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 (C)(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.
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.

E. STATUS CHANGES

1. Separation. Employees who retire, resign, or are terminated will receive payment of any accrued and unused 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 the 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.

F. 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 (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.