

Transportation Communications Union/IAM

International Association of Machinists and Aerospace Workers



Arthur P. Maratea
National President

October 18, 2023

TO ALL AMTRAK ONBOARD SERVICE TCU MEMBERS

Dear Sisters and Brothers:

Your bargaining committee, together with our council partners, Transport Workers Union of America (TWU) and UNITE-HERE, recently reached a Tentative Agreement (TA) for all ASWC members working on Amtrak. Provided below is a summary of the Agreement which is now before you for ratification. A full copy of the TA as well as a question and answer document related to Paid Time Off (PTO) are uploaded to this site.

WAGES

General Wage Increases:

	Train Att./Service Att.	All Other Positions
July 1, 2022	4.00%	4.00%
July 1, 2023	4.00%	4.00%
July 1, 2024	3.00%	3.00%
July 1, 2025	3.00%	4.00%
July 1, 2026	3.00%	3.50%
July 1, 2027	4.00%	4.50%
July 1, 2028	4.50%	5.00%

The Tentative Agreement includes a chart of each job code and its wage progression so that you can see how much you will earn hourly with each general wage increase.

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In addition to the General Wage Increases for Train Attendants/Service Attendants, the number of years to reach their respective full rate of pay will be reduced. (This is outlined in the Wage Scale in the Tentative Agreement and is explained in Attachment D).

The average rate of \$28.38 per hour will increase to over \$36.93 per hour over the life of the agreement.

Under this agreement, you will receive **full retroactive pay** for the July 1, 2022, and July 1, 2023 increases, which will be paid out within ninety (90) days of ratification. The exact amount of your retroactive payment will depend upon your specific rate of pay, actual hours, and the amount of overtime worked.

HEALTH AND WELFARE CHANGES

There will be no changes to the Medical Plan, Dental, and Vision Plan until January 1, 2025.

Effective January 1, 2025, Health and Welfare monthly contributions under **AmPlan I** will remain frozen at \$228. Additionally, the monthly contributions under **AmPlan III** will decrease by \$20 (from \$170 to \$150).

I am proud to advise **these amounts will remain frozen for the duration of the agreement and can only be increased by mutual agreement** at the conclusion of negotiations in the next round of bargaining that begins on January 1, 2029.

In order to achieve the critical freeze on monthly contributions under AmPlan I, the reduction in contributions under AmPlan III, and several notable plan improvements, some modifications were made.

- AmPlan I current copays for specialist visits (\$35) will increase to \$60 and the emergency room copay (\$125) will increase to \$200.
- AmPlan III current annual deductible (\$250) will increase to \$500.
- AmPlan I and III current copays for *non-preferred drugs* (\$20/\$30) will increase to \$60/\$120.

These limited changes will go into effect on January 1, 2025.

There are no other increases to the out-of-pocket maximums, hospital coinsurance; or general and preferred drug copays.

There are no changes to the Comprehensive Plan, Mental Health coverage, the Vision

Plan, or the Retiree Medical Plan.

All of the above can be found in *Attachment 1 – Benefits*. Even with the modest changes as outlined above it is important to note that AmPlan I and AmPlan III continue to provide a far greater actuarial value than most mainstream healthcare plans with AmPlan having an actuarial value of 95% and AmPlan III a 91% actuarial value.

MAJOR IMPROVEMENTS WERE MADE TO THE PLAN

Specialty Drug Copays – AmPlan I and III

- The introduction of \$0 copay for specialty drugs under AmPlan I and III – CVS' Prudent Rx. – (not applicable to Kaiser)

Enhanced coverage for Family Planning

- Coverage for vasectomies (no reversals).
- Benefits for fertility coverage – the greater of \$10,000 lifetime or one (1) course of treatment.

Hearing Benefits

- Hearing benefits will increase for hearing aid devices to \$2,000 per ear every three years. This limit includes consultations and fitting charges.

Life Insurance Coverage

- Active employees' life insurance will increase from \$20,000 to \$50,000.
- Active employees' accidental death and dismemberment coverage will increase from \$16,000 to \$25,000.

Dental Plan

- Dental benefits will be extended in the same manner as it is those under the medical coverage (24 months) for employees who go on an extended medical leave of absence.
- For new employees, coverage will be effective the first of the month following their first day of work.

Specific plan designs for the new dental plan are shown on the *Dental Plan Design Chart* on Attachment 3.

Kaiser Plan

A new benefit plan with Kaiser is being introduced. This plan has a similar plan design as AmPlan I but at a lower employee monthly contribution of \$100. Those under AmPlan I and III will have the opportunity to enroll in Kaiser under the below circumstances.

Enrollment Opportunities

Current AmPlan I participants will have the following options during the annual open enrollment:

- Remain in AmPlan I at a monthly rate of \$228.
 - Elect coverage with Kaiser at a monthly rate of \$100.
 - Elect AmPlan III at the reduced monthly rate of \$150.
 - Election of coverage with Kaiser will allow for future election back to AmPlan I in a subsequent open enrollment.
 - Employees electing coverage under AmPlan III **will not** be able to return to AmPlan I in the future.
- **Current AmPlan III participants hired on or before 12/31/2019 will have the following options during the annual open enrollment:**
 - Remain in AmPlan III at the reduced monthly rate of \$150.
 - Elect coverage under AmPlan I at a monthly rate of \$228.
 - Elect coverage with Kaiser at a reduced monthly rate of \$100.
 - **Current AmPlan III participants hired after 12/31/2019 have the following options during an annual open enrollment**
 - Remain in AmPlan III at a reduced monthly rate of \$150.
 - Elect coverage under Kaiser at a monthly rate of \$100.

Unless otherwise noted, all changes are effective January 1, 2025, or as soon as administratively possible.

PAID PARENTAL LEAVE

One of the significant accomplishments of this TA is the addition of ten (10) weeks of paid parental leave for employees to bond with a newborn or adopted child. Amtrak employees who have been in active service for one year are eligible for this benefit and the benefit may be used within the first year of the birth or adoption of a child.

This provides a far greater benefit than has been achieved in any other contract or with any other Carrier in the country.

INCREASED PAID TIME OFF

If ratified, this agreement will transition employees from the current Vacation and Appendix C to a new, enhanced Paid Time Off (PTO) Agreement. The conversion to PTO provides significant improvements.

Under the Vacation Agreement, employees had to qualify in the previous year in order to receive vacation entitlements in the following year. That meant if an employee was unable to work enough days to qualify, they would not be entitled to vacation, regardless of years of service. Moreover, new employees depending on when they began employment and/or whether or not they were able to qualify, might have to work another entire calendar year before being eligible for vacation.

Under the new PTO system, employees begin earning and accruing vacation entitlements on a monthly basis beginning January 1, 2024. Employees will be earning PTO to use in their current year and/or carry-over PTO for the following year. With this conversion to a PTO system, employees who earned **vacation** for calendar year 2024 will still receive their earned vacation in addition to the PTO they will accrue in 2024. This results in the potential for extra paid leave for 2024. The exact amount of leave for each employee will depend on vacation earned in the qualifying year of 2023 and years of service with Amtrak. Vacation and Personal Leave earned in 2023 must be first used in 2024 prior to using any newly accrued PTO.

Personal leave days will also be converted to PTO beginning January 1, 2024. From then on, employees will no longer have to differentiate between vacation and personal leave when taking paid time off. Not only will employees earn entitlements sooner, but employees will also now be eligible to earn more days of PTO each year than what was previously earned under the National Vacation Agreement.

Full details related to PTO are contained in the TA. Local Representatives will continue to be involved in scheduling Paid Time Off and publishing PTO schedules to members.

Several necessary Work Rule changes were made to the Agreement.

RULE 10 -GUARANTEE HOURS

This change was the most requested rule change by the Membership. Now, members will get their guarantee quicker and will no longer be penalized for an entire month when they do break their guarantee.

Effective April 1, 2024, regularly assigned employees who do not lay off of their own accord from their regular bulletined assignment will be guaranteed **80 hours bi-weekly**. Extra board employees will be guaranteed **70 hours bi-weekly**. Employees who lay off on their own

accord shall be paid for actual hours worked that pay period.

Employees whose guarantees are suspended will be paid for actual time worked in the bi-weekly guarantee period or 80 hours (70 hours for extra board employees) less 8 hours for each day during the emergency suspension, whichever is greater.

RULE 27 - BEREAVEMENT LEAVE IMPROVEMENTS

Bereavement leave now covers **three consecutive workdays**, instead of calendar days. The enhancement guarantees the member three days of paid leave without regard to the rest days of their assignment.

RULE 5 – REDUCING AND INCREASING FORCES

During a service disruption, Amtrak may reassign employees as it deems necessary. Employees who are reassigned to the extra board and perform work as assigned will be paid their guarantee or actual hours earned, whichever is greater. If they decline such extra work their bi-weekly guarantee will be broken, and they will be paid only for the hours actually worked.

RULE 12 - HOURS OF SERVICE

Effective April 1, 2024, Rule 12(b) has been amended so that Employees may be contacted to defer their scheduled reporting time with at least two hours advance notice before the usual reporting time of their assignment. The minimum deferred reporting time is two hours. The advance notice will specify the new reporting time, and the employee's assignment will not begin until that time. If not notified, the reporting time will be as provided in the assignment. An employee may have their starting time deferred once prior to their departure from their home crew base and once from their departure from the away-from-home on-duty point. Employees given a deferred starting time of twenty-four (24) hours or more while away from their home crew base will receive eight hours per day and meal allowances until reporting for the deferred assignment or until they are returned to their home base.

RULE 13 - OVERTIME

Effective April 1, 2024, overtime will now be paid at time and one-half for any time worked in excess of 176 hours in one 28-day pay period, (changed from one month.)

RULE 15 – MEALS-LODGING-TIME OFF DUTY

Meal allotments for Breakfast, Lunch, and Dinner are now applicable to all ASWC positions. Additionally, the new increased allowances for meals will be Breakfast \$10.00, Lunch \$10.00, and Dinner \$15.00.

RULE 28 – APPLICATION FOR EMPLOYMENT

This rule is being modified to extend the probationary period for any new employee who goes on a leave of absence during their first 120 days of service.

RULE 45 - HOLIDAYS

Regular or extra employees required to work on the designated holidays will now be paid **overtime** for all hours worked on that day.

Other nominal changes have been made to existing work rules 2, 5, 18 (Claims and Grievances), and 19 (Discipline-Investigation-Appeal) to eliminate archaic language or processes as outlined in the attached Tentative Agreement but are of no major impact to the membership.

WHY THIS CONTRACT SHOULD BE RATIFIED

This contract achieves record-setting, historical wage increases with real income gains. The average rate of \$28.38 per hour will increase to over \$36.93 per hour over the life of the agreement.

Conversion to PTO provides members additional days of paid leave each year of their employment and allows them to earn and accrue their respective time off much faster than under the National Vacation Agreement.

The Parental Leave achieved in this Agreement is historic, providing paid leave superior to any rail contract in the country.

Every member covered under this agreement will have continued, premier healthcare coverage, either by remaining in their current AmPlan I or AmPlan III healthcare plan or by enrolling in a Kaiser equivalent at a fraction of the monthly cost. There will be **no** increases to the monthly cost share on any of these plans for the entire seven-year term of the contract.

CONCLUSION

Sisters and Brothers, you have worked through some very difficult circumstances over the past few years. There is no question, you deserve a contract worthy of your work and dedication, and that provides real wage gains and increased benefits. As your National President, I submit to you, that this agreement is among the very best in the industry currently. If there were anything more to gain through continued negotiations, we would still be at the bargaining table.

If you have any questions regarding the proposed agreement, you can email them to TCUVote@tcunion.org. Your questions will be answered by return email as quickly as possible.

The agreement is now before you for your consideration and I strongly recommend that you vote **FOR** ratification.

In solidarity,

A handwritten signature in blue ink that reads "Arthur Maratea". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Arthur P. Maratea
National President

Remember, you must vote by 5 PM EST November 10, 2023

ASWC/TCU F.M.C. NIR
ASWC/TWU BD. 10/4/2023
ASWC/UNITE ZA
Amtrak AY

WAGES

General Wage Increases:

	Train Att./Service Att.	All Other Positions
July 1, 2022	4.00%	4.00%
July 1, 2023	4.00%	4.00%
July 1, 2024	3.00%	3.00%
July 1, 2025	3.00%	4.00%
July 1, 2026	3.00%	3.50%
July 1, 2027	4.00%	4.50%
July 1, 2028	4.50%	5.00%

1. In addition to the General Wage Increases for Train Attendants/Service Attendants, the number of years to reach their respective full rate of pay will be reduced as outlined in the Wage Scale and as explained in Attachment D. (Wage Scale Attached)
2. Effective July 1, 2024, all Enroute Cleaners move to the corresponding SA/TA rate before application of the July 1, 2024, general wage increase.
3. Effective with the July 1, 2027, general wage increase, the new top step will begin with the sixth (6th) year after entering service.
4. Effective July 1, 2028, all second year 75% progression rates will become an 80% progression rate.

Retroactive payments that result from the implementation of this Article shall be made to employees within 90 days of notice of ratification.

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.

MEDICAL PLAN, DENTAL AND VISION PLAN – EFFECTIVE 1/1/2025
(See Attachment 1)

No change to AmPlan I Employee Monthly Contribution.

- a. No new participants from these crafts into AmPlan I after ratification, except as provided in **b.2.** below.
 - b. Starting 1/1/2024, AmPlan I participants may elect into AmPlan Kaiser option or AmPlan III.
 1. Employees covered by AmPlan I making such election to AmPlan III will not be eligible to return to AmPlan I in any subsequent enrollment.
 2. Employees covered by AmPlan I making such election to Kaiser will be eligible to return to AmPlan I in any subsequent enrollment.
 - c. Current AmPlan III participants hired after 12/31/2019 and future AmPlan III participants will remain in AmPlan III or may elect into an AmPlan Kaiser option.
- (b) Reduction in AmPlan III Employee Monthly Contribution from \$170/mo. to \$150/mo.
- (c) Addition of Kaiser Plan with Employee Monthly Contribution of \$100/mo. with similar plan design to AmPlan I.
- (d) \$0 Co-Pay for specialty drugs under AmPlan I or III – CVS’ Prudent Rx (excludes Kaiser).
- (e) Enhanced coverage of family planning
- a. Coverage of vasectomies (no reversals)
 - b. The greater of \$10,000 (lifetime) or one (1) course of treatment for fertility coverage

- (f) The benefit for hearing aids will be \$2,000.00 for each ear, every three years.
 - a. In addition to the cost of the device, the benefit will apply to consultation and fitting charges.
- (g) 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.
- (h) \$1,200 annual opt-out credit per employee if not enrolling in Amtrak healthcare coverage, discussions to be held regarding if done as taxable income or through a tax-deferred means.
- (i) Effective 1/1/2025, the Dental Plan will be managed by Amtrak. The plan design will be as shown below, with no employee contribution for coverage^a:

^a Representative treatments in Types A-C:
(*Illustrative, Type B, Type C, and Ortho subject to change*)

Preventive
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 bicuspid) (a)
Bitewing X-rays (twice per calendar year) (a)
Full mouth series X-rays (once every 36 months) (a)
Space Maintainers
Emergency Palliative Treatment
Basic
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)
Major
Crowns
Inlays
Onlays
Crown Build-Ups
Implants
Bridgework (5 year replacement frequency applies)
Full & partial dentures (5 year replacement frequency applies)

Group	DMO	PPO
Provider	Amtrak - Aetna	Amtrak - Aetna
Deductible		
Single	\$0	\$50
Family	\$0	\$150
Annual Max Benefit	No Maximum	\$2,500 (PPO) \$1,500 (NonPar)
Type A (Preventive)	100%	100%
Type B (Basic)	\$0 - \$112 copay	80%
Type C (Major)	\$85 - \$423 copay	60%
Ortho - Cost-Share	\$2,400 copay	60%
Ortho - Max	No Maximum	\$2,500

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

PAID PARENTAL LEAVE

Effective January 1, 2024, Amtrak’s Paid Parental Leave (APIM 7.52.1, as amended) will be applicable to ASWC-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 the applicable rule of their CBA available to them upon their return.
- (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) Per APIM 7.5.2, Paid Parental Leave must be taken in increments of no less than two weeks at a time. For ASWC-represented employees, Paid Parental Leave must also be taken such that it encompasses the entirety of any scheduled assignment. For example, the employee's first day back to work cannot be after one day of their five-day assignment has been worked.
- (g) 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.

WORK RULES

- (a) Rule 2 – Seniority (Attachment 2)
- (b) Rule 5 – Reducing and Increasing Forces (Attachment 3)
- (c) Rule 10 – Guarantee Hours (Attachment 4) effective 4/1/2024. Agreement that all references to monthly guarantee should be adjusted for bi-weekly guarantee.

- (d) Rule 12 – Hours of Service (Attachment 5) effective 4/1/2024
- (e) Rule 13 – Overtime (Attachment 6) effective 4/1/2024
- (f) Rule 15 – Meals-Lodging-Time Off Duty to be amended to increase the amounts in Section (c) to \$35 (\$10 breakfast, \$10 lunch, \$15 dinner), effective January 1, 2024, (Attachment 7)
- (g) Rule 18 – Claims and Grievances (Attachment 8)
- (h) Rule 19 – Discipline (Attachment 9)
- (i) Rule 27 – Bereavement Leave (Attachment 10)
- (j) Rule 28 – Application for Employment (Attachment 11)
- (k) Rule 37 – Vacation and Appendix C superseded in their entirety by Paid Time Off (PTO) (Attachment 12) effective 1/1/2024 with Side Letter that Local Representatives are involved in scheduling and the scheduled Paid Time Off will be published to the members.
- (l) Rule 45 – Holidays (Attachment 13)
- (m) Remove Rule 52 in its entirety and add language to preserve ability to assign Employee-In-Charge on Coast Starlight (Attachment 14)
- (n) New Rule – Training (Attachment 15)
- (o) New Rule – Email Requirement (Attachment 16)

TERM OF AGREEMENT

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.

jobcode	Description	per	amount	Start Date	Proposed GWI						
					7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
					TA/SA/Cleaner						
		4.00%	4.00%	3.00%	3.00%	3.00%	4.00%	4.50%			
		All Others									
		4.00%	4.00%	3.00%	4.00%	3.50%	4.50%	5.00%			
SF100	CHEF	75%	25.02	07/01/2021	26.02	27.06	27.87	28.99	30.00	31.35	32.92
SF100	CHEF	80%	26.69	07/01/2021	27.75	28.86	29.73	30.92	32.00	33.44	35.11
SF100	CHEF	85%	28.36	07/01/2021	29.49	30.67	31.59	32.85	34.00	35.53	37.31
SF100	CHEF	90%	30.02	07/01/2021	31.22	32.47	33.44	34.79	36.00	37.62	39.50
SF100	CHEF	95%	31.69	07/01/2021	32.96	34.28	35.30	36.72	38.00	39.71	41.70
SF100	CHEF	100%	33.36	07/01/2021	34.69	36.08	37.16	38.65	40.00	41.80	43.89
SF107	FOOD SPECIALIST	75%	24.56	07/01/2021	25.54	26.56	27.35	28.45	29.45	30.77	32.31
SF107	FOOD SPECIALIST	80%	26.19	07/01/2021	27.24	28.33	29.18	30.34	31.41	32.82	34.46
SF107	FOOD SPECIALIST	85%	27.83	07/01/2021	28.94	30.10	31.00	32.24	33.37	34.88	36.62
SF107	FOOD SPECIALIST	90%	29.47	07/01/2021	30.65	31.87	32.82	34.14	35.33	36.93	38.77
SF107	FOOD SPECIALIST	95%	31.10	07/01/2021	32.35	33.64	34.65	36.03	37.30	38.98	40.93
SF107	FOOD SPECIALIST	100%	32.74	07/01/2021	34.05	35.41	36.47	37.93	39.26	41.03	43.08
SF109	UTILITY WORKER HIRED POST 4/1/04	75%	22.81	07/01/2021	23.72	24.68	25.42	26.18	26.97	28.05	29.31
SF109	UTILITY WORKER HIRED POST 4/1/04	100%	30.41	07/01/2021	31.63	32.90	33.89	34.91	35.96	37.40	39.08
SF111	SERVICE/TRAIN ATTENDANT	75%	22.81	07/01/2021	23.72	24.68	25.42	26.18	26.97	28.05	29.31
SF111	SERVICE/TRAIN ATTENDANT	80%	24.33	07/01/2021	25.30	26.32	27.11	27.93	28.77	29.92	31.26
SF111	SERVICE/TRAIN ATTENDANT	85%	25.85	07/01/2021	26.89	27.97	28.81	29.67	30.57	31.79	33.22
SF111	SERVICE/TRAIN ATTENDANT	90%	27.37	07/01/2021	28.47	29.61	30.50	31.42	32.36	33.66	35.17
SF111	SERVICE/TRAIN ATTENDANT	95%	28.89	07/01/2021	30.05	31.26	32.20	33.16	34.16	35.53	37.13
SF111	SERVICE/TRAIN ATTENDANT	100%	30.41	07/01/2021	31.63	32.90	33.89	34.91	35.96	37.40	39.08
SF112	SERVICE/TRAIN ATTENDANT (TIP)	75%	22.81	07/01/2021	23.72	24.68	25.42	26.18	26.97	28.05	29.31
SF112	SERVICE/TRAIN ATTENDANT (TIP)	80%	24.33	07/01/2021	25.30	26.32	27.11	27.93	28.77	29.92	31.26
SF112	SERVICE/TRAIN ATTENDANT (TIP)	85%	25.85	07/01/2021	26.89	27.97	28.81	29.67	30.57	31.79	33.22
SF112	SERVICE/TRAIN ATTENDANT (TIP)	90%	27.37	07/01/2021	28.47	29.61	30.50	31.42	32.36	33.66	35.17
SF112	SERVICE/TRAIN ATTENDANT (TIP)	95%	28.89	07/01/2021	30.05	31.26	32.20	33.16	34.16	35.53	37.13
SF112	SERVICE/TRAIN ATTENDANT (TIP)	100%	30.41	07/01/2021	31.63	32.90	33.89	34.91	35.96	37.40	39.08
SF113	SERVICE/TRAIN ATTENDANT	75%	22.81	07/01/2021	23.72	24.68	25.42	26.18	26.97	28.05	29.31
SF113	SERVICE/TRAIN ATTENDANT	80%	24.33	07/01/2021	25.30	26.32	27.11	27.93	28.77	29.92	31.26
SF113	SERVICE/TRAIN ATTENDANT	85%	25.85	07/01/2021	26.89	27.97	28.81	29.67	30.57	31.79	33.22
SF113	SERVICE/TRAIN ATTENDANT	90%	27.37	07/01/2021	28.47	29.61	30.50	31.42	32.36	33.66	35.17
SF113	SERVICE/TRAIN ATTENDANT	95%	28.89	07/01/2021	30.05	31.26	32.20	33.16	34.16	35.53	37.13
SF113	SERVICE/TRAIN ATTENDANT	100%	30.41	07/01/2021	31.63	32.90	33.89	34.91	35.96	37.40	39.08
SF114	SERVICE/TRAIN ATTENDANT	75%	22.81	07/01/2021	23.72	24.68	25.42	26.18	26.97	28.05	29.31
SF114	SERVICE/TRAIN ATTENDANT	80%	24.33	07/01/2021	25.30	26.32	27.11	27.93	28.77	29.92	31.26
SF114	SERVICE/TRAIN ATTENDANT	85%	25.85	07/01/2021	26.89	27.97	28.81	29.67	30.57	31.79	33.22
SF114	SERVICE/TRAIN ATTENDANT	90%	27.37	07/01/2021	28.47	29.61	30.50	31.42	32.36	33.66	35.17
SF114	SERVICE/TRAIN ATTENDANT	95%	28.89	07/01/2021	30.05	31.26	32.20	33.16	34.16	35.53	37.13
SF114	SERVICE/TRAIN ATTENDANT	100%	30.41	07/01/2021	31.63	32.90	33.89	34.91	35.96	37.40	39.08
SF128	AUTO TRAIN ATTENDANT	75%	22.81	07/01/2021	23.72	24.68	25.42	26.18	26.97	28.05	29.31
SF128	AUTO TRAIN ATTENDANT	80%	24.33	07/01/2021	25.30	26.32	27.11	27.93	28.77	29.92	31.26
SF128	AUTO TRAIN ATTENDANT	85%	25.85	07/01/2021	26.89	27.97	28.81	29.67	30.57	31.79	33.22
SF128	AUTO TRAIN ATTENDANT	90%	27.37	07/01/2021	28.47	29.61	30.50	31.42	32.36	33.66	35.17
SF128	AUTO TRAIN ATTENDANT	95%	28.89	07/01/2021	30.05	31.26	32.20	33.16	34.16	35.53	37.13
SF128	AUTO TRAIN ATTENDANT	100%	30.41	07/01/2021	31.63	32.90	33.89	34.91	35.96	37.40	39.08
SF131	LSA DINER (TIP)	75%	26.53	07/01/2021	27.59	28.69	29.55	30.74	31.81	33.24	34.91
SF131	LSA DINER (TIP)	80%	28.30	07/01/2021	29.42	30.60	31.52	32.78	33.93	35.46	37.23
SF131	LSA DINER (TIP)	85%	30.06	07/01/2021	31.26	32.51	33.49	34.83	36.05	37.67	39.56
SF131	LSA DINER (TIP)	90%	31.83	07/01/2021	33.10	34.43	35.46	36.88	38.17	39.89	41.89
SF131	LSA DINER (TIP)	95%	33.60	07/01/2021	34.94	36.34	37.43	38.93	40.29	42.10	44.21
SF131	LSA DINER (TIP)	100%	35.37	07/01/2021	36.78	38.25	39.40	40.98	42.41	44.32	46.54
SF132	LSA DINER (TIP)	75%	26.53	07/01/2021	27.59	28.69	29.55	30.74	31.81	33.24	34.91
SF132	LSA DINER (TIP)	80%	28.30	07/01/2021	29.42	30.60	31.52	32.78	33.93	35.46	37.23
SF132	LSA DINER (TIP)	85%	30.06	07/01/2021	31.26	32.51	33.49	34.83	36.05	37.67	39.56
SF132	LSA DINER (TIP)	90%	31.83	07/01/2021	33.10	34.43	35.46	36.88	38.17	39.89	41.89
SF132	LSA DINER (TIP)	95%	33.60	07/01/2021	34.94	36.34	37.43	38.93	40.29	42.10	44.21
SF132	LSA DINER (TIP)	100%	35.37	07/01/2021	36.78	38.25	39.40	40.98	42.41	44.32	46.54
SF134	LSA CAFE/LNG	75%	23.62	07/01/2021	24.56	25.55	26.31	27.36	28.32	29.60	31.07
SF134	LSA CAFE/LNG	80%	25.19	07/01/2021	26.20	27.25	28.06	29.18	30.21	31.57	33.14
SF134	LSA CAFE/LNG	85%	26.77	07/01/2021	27.84	28.95	29.82	31.01	32.10	33.54	35.22
SF134	LSA CAFE/LNG	90%	28.34	07/01/2021	29.48	30.65	31.57	32.83	33.98	35.51	37.29
SF134	LSA CAFE/LNG	95%	29.92	07/01/2021	31.11	32.36	33.33	34.66	35.87	37.49	39.36
SF134	LSA CAFE/LNG	100%	31.49	07/01/2021	32.75	34.06	35.08	36.48	37.76	39.46	41.43
SF135	LSA CAFE/LNG	75%	23.62	07/01/2021	24.56	25.55	26.31	27.36	28.32	29.60	31.07
SF135	LSA CAFE/LNG	80%	25.19	07/01/2021	26.20	27.25	28.06	29.18	30.21	31.57	33.14
SF135	LSA CAFE/LNG	85%	26.77	07/01/2021	27.84	28.95	29.82	31.01	32.10	33.54	35.22
SF135	LSA CAFE/LNG	90%	28.34	07/01/2021	29.48	30.65	31.57	32.83	33.98	35.51	37.29
SF135	LSA CAFE/LNG	95%	29.92	07/01/2021	31.11	32.36	33.33	34.66	35.87	37.49	39.36
SF135	LSA CAFE/LNG	100%	31.49	07/01/2021	32.75	34.06	35.08	36.48	37.76	39.46	41.43
SF137	ACTING TEMP CHIEF	100%	39.45	07/01/2021	41.03	42.67	43.95	45.71	47.31	49.44	51.91
SF138	LD READY CREW ATTEN	100%	35.37	07/01/2021	36.78	38.25	39.40	40.98	42.41	44.32	46.54
SF139	ACTING CREW BASE SUPERVISOR	100%	39.45	07/01/2021	41.03	42.67	43.95	45.71	47.31	49.44	51.91
SF140	YARD POSITION	75%	22.81	07/01/2021	23.72	24.68	25.42	26.18	26.97	28.05	29.31
SF140	YARD POSITION	80%	24.33	07/01/2021	25.30	26.32	27.11	27.93	28.77	29.92	31.26
SF140	YARD POSITION	85%	25.85	07/01/2021	26.89	27.97	28.81	29.67	30.57	31.79	33.22
SF140	YARD POSITION	90%	27.37	07/01/2021	28.47	29.61	30.50	31.42	32.36	33.66	35.17
SF140	YARD POSITION	95%	28.89	07/01/2021	30.05	31.26	32.20	33.16	34.16	35.53	37.13
SF140	YARD POSITION	100%	30.41	07/01/2021	31.63	32.90	33.89	34.91	35.96	37.40	39.08

SF146	NEC TRAIN ATTENDANTS	75%	22.81	23.72	24.68	25.42	26.18	26.97	28.05	29.31
SF146	NEC TRAIN ATTENDANTS	80%	24.33	25.30	26.32	27.11	27.93	28.77	29.92	31.26
SF146	NEC TRAIN ATTENDANTS	85%	25.85	26.89	27.97	28.81	29.67	30.57	31.79	33.22
SF146	NEC TRAIN ATTENDANTS	90%	27.37	28.47	29.61	30.50	31.42	32.36	33.66	35.17
SF146	NEC TRAIN ATTENDANTS	95%	28.89	30.05	31.26	32.20	33.16	34.16	35.53	37.13
SF146	NEC TRAIN ATTENDANTS	100%	30.41 07/01/2021	31.63	32.90	33.89	34.91	35.96	37.40	39.08
SF150	ACELA- EMPLOYEE IN CHARGE	75%	26.64 07/01/2021	27.71	28.82	29.68	30.86	31.94	33.38	35.06
SF150	ACELA- EMPLOYEE IN CHARGE	85%	30.19 07/01/2021	31.40	32.66	33.63	34.98	36.20	37.83	39.73
SF150	ACELA- EMPLOYEE IN CHARGE	90%	31.97 07/01/2021	33.25	34.58	35.61	37.04	38.33	40.06	42.07
SF150	ACELA- EMPLOYEE IN CHARGE	95%	33.74 07/01/2021	35.09	36.50	37.59	39.09	40.46	42.28	44.40
SF150	ACELA- EMPLOYEE IN CHARGE	100%	35.52 07/01/2021	36.94	38.42	39.57	41.15	42.59	44.51	46.74
SF151	SJ TRAIN ATTENDANTS	75%	22.81	23.72	24.68	25.42	26.18	26.97	28.05	29.31
SF151	SJ TRAIN ATTENDANTS	80%	24.33	25.30	26.32	27.11	27.93	28.77	29.92	31.26
SF151	SJ TRAIN ATTENDANTS	85%	25.85	26.89	27.97	28.81	29.67	30.57	31.79	33.22
SF151	SJ TRAIN ATTENDANTS	90%	27.37	28.47	29.61	30.50	31.42	32.36	33.66	35.17
SF151	SJ TRAIN ATTENDANTS	95%	28.89	30.05	31.26	32.20	33.16	34.16	35.53	37.13
SF151	SJ TRAIN ATTENDANTS	100%	30.41 07/01/2021	31.63	32.90	33.89	34.91	35.96	37.40	39.08
SF152	OBS Safety Coordinator	75%	26.53 07/01/2021	27.59	28.69	29.55	30.74	31.81	33.24	34.91
SF152	OBS Safety Coordinator	80%	28.30 07/01/2021	29.42	30.60	31.52	32.78	33.93	35.46	37.23
SF152	OBS Safety Coordinator	85%	30.06 07/01/2021	31.26	32.51	33.49	34.83	36.05	37.67	39.56
SF152	OBS Safety Coordinator	90%	31.83 07/01/2021	33.10	34.43	35.46	36.88	38.17	39.89	41.89
SF152	OBS Safety Coordinator	95%	33.60 07/01/2021	34.94	36.34	37.43	38.93	40.29	42.10	44.21
SF152	OBS Safety Coordinator	100%	35.37 07/01/2021	36.78	38.25	39.40	40.98	42.41	44.32	46.54

Design	AMPLAN I	AMPLAN III
Contribution (Monthly)*	\$228	\$150 \$170
Kaiser Equivalent Option	\$100	n.a.
Medical		
Deductible (Family 2x)	\$0	\$500 \$250
PCP / Specialist**	\$20/ \$60 \$35	\$20/\$35
ER	\$200 \$125	\$125
Hospital	0%	10%
OOPM (Family 2x)	\$4,350	\$2,500
Rx (Retail/Mail)***		
Generic	\$10/\$20	\$10/\$20
Preferred	\$20/\$30	\$20/\$30
Non-preferred****	\$60/\$120 \$20/\$30	\$60/\$120 \$20/\$30

***\$1,200 annual opt-out credit per employee if not enrolling in Amtrak healthcare coverage**

** If using available, high-quality provider no impact as PCP copayment paid

*** **\$0 copayment for specialty drugs under Amplan I & III** (excludes Kaiser)

**** Generally ~10% of prescriptions; non-preferred copay is waived when employee submits documentation of medical necessity to CVS. Cost of the clinical review is covered by the plan.

Amplan I

- NO increase to contributions
- NO changes to deductible, out-of pocket maximum, hospital insurance, preferred drugs
- NO change to highly utilized services primary care, generic and preferred drugs (90%+ of rx utilization)
- Kaiser alternative available with same richness as Amplan I but at half the cost
- OPTION to elect into Kaiser or Amplan III, but cannot return to Amplan I from Amplan III in any subsequent enrollment

Amplan III

- DECREASE to contributions
- INCREASE to deductible
- CHOICE to enroll in Kaiser
- NO changes to out-of pocket maximum, hospital insurance preferred drugs
- NO change to highly utilized services primary care, generic and preferred drugs (90%+ of rx utilization)

...with coverage enhancements

- \$0 specialty drugs available
- In-Plan changes where higher value services may exist
- Move to Delta Dental Plan design

Attachment 2 – Seniority

RULE 2 - SENIORITY

Section I

(a) Except as provided in Section II of this rule, employees shall establish seniority in a seniority classification as of the time their pay starts in that classification and shall be placed on both the nationwide as well as the crew base seniority roster where employed. A crew base will constitute a seniority district.

(b) When two or more employees start in the same classification on the same date, they will be placed on the roster with the **last four digits of their social security number** ~~date of birth~~ determining seniority rank, the **higher number** ~~older employee~~ being ranked first. When a training class of new employees is released to the crew base on a particular date, such date shall constitute the seniority of those employees. They will then be ranked by ~~date of birth, the oldest~~ **the last four digits of their social security number, the higher number** being ranked first.

Employees hired as Train Attendants or Service Attendants after April 2004 will be given a seniority date in both categories upon completing classroom training.¹

Note: In the event of future assumption of functions, affected employees will be given credit for their railroad seniority in all appropriate classifications.

(1) Employees hired prior to (the ratification date of this Section 6 Agreement) with seniority in the NEC Train Attendant (NECTA) or San Joaquin Train Attendant (SJTA) category will receive a TA/SA seniority date, after completing appropriate classroom training, and maintain prior rights to NECTA or SJTA positions in their current crew base.

(2) If two or more employees holding a prior right bid to a NECTA or SJTA position, preference will be given to the employee with the most senior hire date. If still a tie, they will then be ranked by the last four digits of their social security number, the higher number being ranked first.

(3) Once employees holding NECTA or SJTA positions receive a TA seniority date, they may bid to open positions as Train Attendants. Train Attendants may bid to vacant positions or displace to NECTA or SJTA positions not held by an incumbent with prior rights; however, they will be required to remain on that position for six (6) months, unless released by the crew base manager.

Attachments A and Attachments M, both formerly addressing NEC Train Attendant (NECTA) or San Joaquin Train Attendant (SJTA) are deleted. Attachment D Section II is deleted.

¹ Article V, Section 8 of the April 1, 2004 Agreement.

Note: In the event of future assumption of functions, affected employees will be given credit for their railroad seniority in all appropriate classifications.

(c) A “Chef” seniority roster will be established separate and apart from the “Food Specialist” roster. Employees appointed to the Chef seniority roster will retain their seniority on the Food Specialist seniority roster.

(d) The current “Food Specialist” seniority rosters will be maintained for employees performing the work normally performed by Second and Third Cooks in the railroad industry.

(e) The current “Service Attendant” seniority rosters will be maintained for employees performing duties which do not require coordinating of activities of other employees or accountability for the handling of corporate funds in other than Chair Cars and Sleeping Cars which do not involve food preparation (i.e., etc.).

(f) A “Lead Service Attendant” seniority roster will be established apart from that of “Service Attendant.” Positions of “Lead Service Attendant” not filled by an employee holding “Lead Service Attendant” seniority will be advertised to employees in all other job classifications. Such employees will be accorded “Lead Service Attendant” seniority in accordance with the provisions of Section II of this rule. Employees who acquire “Lead Service Attendant” seniority will retain their seniority in other job classifications.

(g) A category of “Train Attendant” is established to perform work in the Chair Cars and Sleeping Cars previously performed by Chair Car, ~~and~~ Sleeping Car Porters, **NECTAs and SJTAs**.

(h) Employees will be permitted to become qualified and retain seniority in all categories of service; they will, however, be required to elect to work in one category and remain therein until such a time as they are unable through normal exercise of seniority to hold a position in such category at the crew base where they work. Train Attendant shall constitute the chosen category for **NECTAs, SJTAs**, Service Attendants, Train Attendants/Coach Car, Train Attendants/Sleeping Car; Lead Service Attendant shall constitute the chosen category for employees working as Lead Service Attendants (In Charge of Diner) Lead Service Attendants (Club Car) and Lead Service Attendants (Lounge Car).

In the event employees are unable to hold a position in their chosen category, they shall have the option either to exercise their nationwide seniority in their chosen category (thereby transferring all seniority rights) or to exercise their seniority at their own crew base to such positions and job categories as they are able to hold by virtue of their seniority and qualification. Should such employee be recalled for service in his originally chosen category, he will be required to resume such work.

(i) The employees will work under the direction and supervision of the highest ranking Amtrak employee assigned to the train.² Each employee will ordinarily be assigned to work in one

² **Amtrak may designate a member of each On Board Services crew performing service on the Coast Starlight as employee in charge. The designated member will receive 17.50 per hour, subject to negotiated increases which take effect after September 30, 1998. Adopted from Article VII. 18 of the December 9, 1998, Agreement.**

seniority category, but may be utilized to perform service in other seniority categories when a necessity arises.

(j) An employee who wishes to train ~~and establish seniority~~ in another category must make application in writing to the crew base supervisor indicating his/her choice of category. Current employees will be given preference consistent with the appointment rule over new hires in seniority order. Once the employee seniority is established in the new category, it becomes the employee's chosen category for purposes of paragraph (h). Such employee may not request transfer to a different category (other than a higher rated category) for a period of two (2) years.

(k) An employee holding seniority in more than one category may request transfer to another category in which he/she holds seniority by making application in writing to the crew base supervisor. Such request for transfer will be given preference consistent with the appointment rules over new hires in seniority order. Once the employee accepts the transfer it becomes his/her chosen category for the purpose of paragraph (h). Such employee may not request a new transfer for a period of two (2) years.

Note: Nothing in paragraphs (j) and (k) above reflects the provisions of Rule 8 – Voluntary Transfer or Rule 20 – Qualifying in Higher Rated Positions; for example:

- 1) A Lead Service Attendant or Chef requesting transfer to a lower rated category would forfeit his/her **Chef or** Lead Service Attendant seniority.
- 2) A Train Attendant (coach and/or sleeper) requesting transfer to the Service Attendant or Food Specialist categories would continue to accrue seniority as a Train Attendant (coach and/or sleeper).
- (l) An employee suffering from a temporary medical condition who hold seniority in more than one category may exercise seniority to another category in which he/she holds seniority upon presentation of sufficient medical documentation attesting that he/she cannot satisfactorily perform the duties in his/her chosen category. The employee shall be allowed to work in the new category for up to ninety (90) calendar days at which time he/she will be required to exercise seniority back to the chosen category, by bidding all bulletined positions. If he/she fails to bid as required, he/she shall relinquish all seniority in that category and the new category in which he/she is working shall become the chosen category. The ninety (90) calendar day period referred to in this paragraph may be extended once only by an additional period of up to ninety (90) days by written agreement between the parties.³

Section II - Appointments

(a) The following categories will be filled by appointment:⁴

Chef

³ Adopted from Article 2.B of the December 9, 1998 Agreement

⁴ Amended per Article VII. 2.A of the December 9, 1998 Agreement

Lead Service Attendant/Diner (These are Attendants assigned to positions which coordinate activities in meal service where sit down or buffet service is provided, and where two (2) or more employees are assigned.)

Lead Service Attendant (Other than Diner)

Appointment to the categories specified herein will be based upon such factors as an employee's work history to include attendance, past discipline, demeanor towards passengers, co-workers and supervisors, and technical proficiency of required duties.

(b) Appointment provisions in paragraph (a) of this Section II apply to establishment of seniority in the category only. Positions within each category are subject to all rules of the agreement, including rules 4, 5 and 6.

(c) Employees working the position of Lead Service Attendant/Diner on January 2, 1991, are considered qualified. Employees who have worked the position since 1986 but not holding the position on January 2, 1991, will also be considered qualified. Other employees who hold Lead Service Attendant seniority on January 2, 1991 will be given preference over new hires in seniority order consistent with the requirements of paragraph (a).

(d) Employees holding seniority on January 2, 1991, will be given preference over new hires for the position of Chef, consistent with the requirements of paragraph (a).

(e) Employees holding seniority in the appointed categories listed in paragraph (a) on January 2, 1991 are considered qualified except as provided in paragraph (c).

(f) Employees appointed to any of the categories listed in paragraph (a) will be given seniority dates as follows:

- 1.) Being awarded a regular job in the appointed category; seniority date would be the first day of the first trip on such a regular position.
- 2.) Being placed on an extra board position dedicated solely to the appointed category (e.g. a Chef or LSA-Diner, etc.): seniority date would be the first day on the first trip on such position work from that dedicated extra board position.
- 3.) A letter informing the employee he/she is appointed to the specific category after the employee completes a training program or after an evaluation of his/her work performance; seniority date would be the first date of the first trip in the appointed category subsequent to the letter of appointment.
- 4.) Finally, an employee working 12 trips in a specific category during a twelve month period would be considered appointed; seniority date would be the date of the start of the 12th trip.
- 5.) In the application of Chef seniority, employees hired prior to 1/2/91, who worked as Chef but did not have 60 working days in, will be given a seniority date when they complete their 60 days which includes trips both before and after 1/2/91. Their seniority date would be 1/2/91 and they will be ranked in birth date order, oldest first.

6.) Employees hired before 1/2/01, who did not work as chef prior to 1/2/91 will establish chef seniority in the same manner as employees hired after 1/2/91 which would be the date of appointment as explained above.

(g) Employees appointed to any Lead Service Attendant category who have not established a Service Attendant seniority date will receive a Service Attendant date concurrent with their Lead Service Attendant date.

(h) Employees in each appointed category will not be disqualified without being given additional training in an effort to current the deficiency. It is not the intent of this agreement that disqualification may be used in place of discipline.

Employees may be disqualified only after review of their work history with the Crew Base Manager, Union Representative and the employee. Employees may appeal their disqualification to the highest crew base officer in charge of OBS functions and Director-Labor Relations, in that order. If such appeal is denied, the decision may be appealed in accordance with Rule 19(j)⁵

(i) Deleted.⁶

⁵ May 12, 2011

⁶ By agreement of the parties, March 9, 2011

ATTACHMENT D

RATE PROGRESSION

As provided in Article III of the Mediation Agreement (Case A-11569)

Dated April 15, 1986

SECTION I [Applies to all classifications not listed in Section II, below.]

Employees entering service on and after April 30, 1986, on positions covered by an agreement with the Amtrak Service Workers Council shall be paid as follows for all service performed within the first sixty (60) calendar months of service:

- (a) For the first twelve (12) calendar months of employment, such employees shall be paid 80 percent of the applicable rates of pay (including COLA). Employees hired after December 9, 1998 shall be paid 75 percent of the applicable rate of pay (including COLA).
- (b) For the second twelve (12) calendar months of employment, such employees shall be paid 80 percent of the applicable rates of pay (including COLA). Employees hired after December 9, 1998 shall be paid 75 percent of the applicable rate of pay (including COLA).
- (c) For the third twelve calendar months of employment, such employees shall be paid 85 percent of the applicable rate of pay (including COLA.)
- (d) For the fourth twelve (12) calendar months of employment, such employees shall be paid 90 percent of the applicable rate of pay (including COLA).
- (e) For the fifth twelve (12) calendar months of employment, such employees shall be paid 95 percent of the applicable rate of pay (including COLA).
- (f) Employees who have had an employment relationship with the Carrier and are rehired will be paid at established rates upon completion of a total of sixty (60) months' combined service.
- (g) Service in a craft not represented by ASWC shall not be considered in determining periods of employment under this rule.
- (h) Employees who have a previous employment relationship with Carrier in a craft represented by ASWC and are subsequently hired by another carrier shall be covered by this Article, as amended. However, such employees will receive credit toward completion of the sixty (60) month period for any month in which compensated service was performed in such craft provided that such compensated service last occurred within one year from the date of subsequent employment.

- (i) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal shall not count toward completion of the sixty (60) month period.

Note: Employees who are accountable for the handling of corporate funds (Banks) will be paid the Lead Service Attendant rate of pay.

Note: When an Auto Train Attendant is assigned to perform duties usually assigned to a Chef, he will be compensated at the Chef's rate; likewise, when assigned to perform duties usually assigned to Food Specialist, the employee will be compensated at the Food Specialist's rate.

SECTION II [Applies to SA's and TA's]

Employees entering the service after October 5, 1987, in classifications of Service Attendant and Train Attendant are not subject to Article III (Rate Progression), of the Mediation Agreement (Case No. A-11569), dated April 15, 1986. Such employees should be paid as follows:

- (a) For the first twelve (12) calendar months of the employment, new employees shall be paid 75 percent of the maximum applicable rate of pay (including COLA).
- (b) For the second twelve (12) calendar months of employment, such employees shall be paid 80 percent of the maximum applicable rate of pay (including COLA). Employees hired after December 9, 1998 shall be paid 75 percent of the maximum applicable rate of pay (including COLA) **until July 1, 2028, when it will revert to 80 percent of the maximum applicable rate of pay.**
- (c) For the third through sixth year of employment, such employee shall be paid 85 percent of the maximum applicable full rate of pay.

Effective 7/1/2024, the employee shall be paid 85 percent of the maximum applicable rate of pay for their third, fourth and fifth twelve (12) calendar month periods of employment.

Effective 7/1/2026, the employee shall be paid 85 percent of the maximum applicable rate of pay for their third and fourth twelve (12) calendar month periods of employment.

Effective 7/1/2027, the employee shall be paid 85 percent of the maximum applicable rate of pay for their third twelve (12) calendar month period of employment.

- (d) For the seventh year of employment such employees shall be paid 90 percent of the maximum applicable full rate of pay.

Effective 7/1/2024, the employee shall be paid 90 percent of the maximum applicable rate of pay for their sixth twelve (12) calendar months of employment.

Effective 7/1/2026, the employee shall be paid 90 percent of the maximum applicable rate of pay for their fifth twelve (12) calendar months of employment.

Effective 7/1/2027, the employee shall be paid 90 percent of the maximum applicable rate of pay for their fourth twelve (12) calendar months of employment.

(e) For the eighth, ninth and tenth years of employment, such employees will receive 95% of the maximum applicable full rate of pay.

Effective sixty days after ratification, the employee shall be paid 95 percent of the maximum applicable rate of pay for their eighth and ninth twelve (12) calendar month periods of employment. Employees in their tenth twelve (12) calendar months of employment shall be paid the maximum rate.

Effective 7/1/2024, the employee shall be paid 95 percent of the maximum applicable rate of pay for their seventh and eighth twelve (12) calendar month periods of employment.

Effective 7/1/2025, the employee shall be paid 95 percent of the maximum applicable rate of pay for their seventh twelve (12) calendar month period of employment.

Effective 7/1/2026, the employee shall be paid 95 percent of the maximum applicable rate of pay for their sixth twelve (12) calendar month period of employment.

Effective 7/1/2027, the employee shall be paid 95 percent of the maximum applicable rate of pay for their fifth twelve (12) calendar month period of employment.

Thereafter such employees shall be paid the maximum rate.

(f) Employees hired in classifications of Service Attendant and Train Attendant who subsequently obtain positions in other classifications will not be subject to the provisions of this article so long as they remain in other such classifications.

(g) Employees hired on or after the effective date of this article in classifications other than Service Attendant or Train Attendant who subsequently obtain positions of Service Attendant or Train Attendant will be subject to the provisions of this article. Service in all categories under schedule agreement shall count toward rate progressions referred to above.

(h) Employees who have an employment relationship with the carrier and are rehired will be paid in accordance with paragraphs (c), (d) and (e) above, after completion of a total of twenty-four (24) months' combined service.

(i) Amtrak employees from other crafts who enter service under the ASWC Agreement will have their entire Amtrak service count towards the entry rate progressions as set forth above. It is understood that this has no effect on an employee's new probationary period under the ASWC Agreement.

(j) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension or dismissal shall not count towards completion of the ~~(24)~~**(12)** month period.

Note: Initial training time for new employees will count towards the entry rate progressions as set forth above in Article III, Section I and Section II of the Mediation Agreement Case No. A-11569,

dated April 15, 1986. This has no effect on rates of pay during training or the start of the employee's probationary period.

ATTACHMENT M

August 21, 1995

Mr. John Czuczman, Vice Chairman
Amtrak Service Workers Council
c/o Transportation Workers Union of America
80 West End Avenue
New York, NY 10023

Dear Mr. Czuczman:

One of the most consistent problems on NEC conventional trains is the cleanliness of bathrooms and coaches. A cleaner train will be more appealing to passengers getting on at intermediate points and will help create ridership.

The Conventional Product Line has developed a program to put ASW employees on the trains to do in route cleaning. In order to make the program work the parties agree:

1. Amtrak may establish positions called NEC Train Attendants.
2. They will be paid 10.50 an hour, not subject to entry rates.
3. Employees accepting the positions will be required to stay on the positions for six months.
4. Employees accepting the positions cannot be displaced, except by senior employees who would otherwise be furloughed.
5. All other provisions of the Rules Agreement will apply to these positions.
6. Positions will not be filled from the extra list can be blanked at management's discretion.
7. The Product Line Manager must meet with the employee and his union representative, prior to disqualification. Employees removed from these positions may make a displacement under the Rules agreement. Employees may be disqualified from these positions at management's discretion.
8. Coach cleaners will not be furloughed as a result of this agreement.

~~This agreement does not require Amtrak to have NEC Train Attendants on its trains. This program can be discontinued by management at any time. Amtrak will continue to determine the on board service staffing requirements in accordance with the applicable rules agreement.~~

~~Very truly yours,~~

~~_____/s/_____
L.D. Miller
Director
Labor Relations~~

Agreed:

~~_____/s/_____
J.Czuczman~~

~~AGREEMENT BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
AMTRAK SERVICE WORKERS COUNCIL~~

.....
Management has developed a program to put ASWC employees on the San Joaquins Service to do in route cleaning. In order to make the program a success, the parties agree:

- ~~• Amtrak may establish positions called SJ Train Attendants.~~
- ~~• They will be paid the same rate as NEC Train Attendants~~
- ~~• Employees accepting the positions will be required to stay in the positions for six months.~~
- ~~• Employees accepting the positions cannot be displaced, except by senior employees who would otherwise be furloughed.~~
- ~~• All other provisions of the ASWC Amtrak Collective Bargaining Agreement will apply to these positions.~~
- ~~• Positions will not be filled from the extra list and can be blanked at Management's discretion.~~
- ~~• Management must meet with the employee and his union representative, prior to disqualification.~~
- ~~• Employees removed from these positions may make a displacement under the Rules Agreement. Employees may be disqualified from these positions at Management's discretion.~~
- ~~• Coach cleaners will not be furloughed as a result of this agreement.~~

This agreement does not require Amtrak to have En Route Cleaners on its trains. Amtrak will continue to determine the On Board service manning requirements in accordance with the applicable rules agreement.

This agreement may be cancelled by either party signatory hereto with thirty (30) days advanced written notice.

FOR THE AMTRAK SERVICE _____ FOR THE NATIONAL RAILROAD
WORKERS COUNCIL _____ PASSENGER CORPORATION

_____/s/_____
Lawrence Jones _____ Charles E. Woodcock, III
Chairman _____ Assistant Vice President, Labor Relations

_____ 8-5-2009 _____
_____ Date

Attachment 3 – Rule 5

RULE 5 – REDUCING AND INCREASING FORCES

- (a) In reducing forces, seniority rights shall govern. Except as otherwise provided in Section (c) of this Rule, at least five (5) calendar days' advance notice, exclusive of the date of notice, shall be given employees affected in reduction of forces or in abolishing positions. A copy of the abolishment notice posted on the crew base bulletin board will be considered sufficient notification under this rule provided it is posted on all bulletin boards where affected employees go on and off duty. Affected employees in layover status or on vacation during the entire notification period will be individually notified. Employees whose positions are abolished shall exercise their seniority rights in accordance with Rule 6.
- (b) An employee who is unable in the normal exercise of his seniority to obtain a regular position at his crew base will revert to the extra board. In the event an employee's seniority is insufficient to hold a position on the extra board at the crew base, he will be notified that he is furloughed. Such employee may elect to exercise his national seniority in accordance with Rule 7.
- (c) Advance notice before abolishing positions or making force reductions is not required under **unforeseen** emergency conditions, **such as flood, snowstorm, hurricane, tornado, earthquake, fire or strike**, provided that such conditions result in suspension of the Corporation's operations in whole or part. Such force reductions will be confined solely to those trains directly affected by any suspension of operations. Notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours' pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules.

During a service disruption, Amtrak may reassign employees as it deems necessary. Employees who are reassigned to the extra board and perform work as assigned will be paid their guarantee or actual hours earned, whichever is greater. ~~Employees whose regular positions are abolished during the emergency suspension may be used for extra work and—~~ If they decline such extra work their **bi-weekly** ~~monthly~~ guarantee will be broken and they will be paid only for the hours actually worked.

Employees whose guarantees are suspended will be paid for actual time worked in the **bi-weekly guarantee period month**, or **180 hours (70 hours for extra board employees)** less 8 hours for each day during the emergency suspension, whichever is greater.

Employees whose positions are abolished may exercise displacement rights to a position held by a junior employee, if available, after seven (7) calendar days. If an emergency suspension lasts more than three days, employees whose positions are abolished may exercise displacement rights to positions held by junior employees if available, or may continue to make themselves available for extra work. Upon termination of the emergency conditions, all positions and incumbents thereof who did not exercise displacement rights, shall be

restored to the status prevailing prior to the emergency. Employees who elected to exercise their displacement rights will not be restored to their former position.

(d) When forces are increased or vacancies occur, furloughed employees shall be notified **by a trackable method** ~~(by certified mail or telegram to the last address given)~~ and required to return to service in the order of their seniority rights, except as specified and modified in paragraphs (e) and (g) below, and such employees who are qualified for the position will be placed on the extra board.

(e) When bulletined new positions or vacancies receive no applications, the positions will be assigned to the most junior qualified employee on the extra board. An employee who fails to accept such an assignment will be subject to disciplinary action.

(f) An employee who is furloughed from the roster who fails to return to service within seven (7) calendar days after being notified **by a trackable method** ~~(by certified mail or telegram sent to the last address given)~~ will forfeit his seniority in the class and, unless he is then working in another class, will be considered as having resigned from the service, unless he presents sufficient proof that circumstances beyond his control prevented such return.

(g) Furloughed employees desiring to waive their right to return to service on vacancies of less than thirty (30) calendar days' duration, or to positions that would require a change in residence, may do so by filing written notice with the proper Corporate Officer and the duly accredited representative; such notice may be canceled in the same manner.

(h) Except as provided in Section (c) above, if a position is abolished and restored within seven (7) calendar days, the incumbent will be restored to that position and compensated for any time lost. Other employees affected by such abolishment will be treated in the same manner.

(i) Termination of Seniority - Any employee whose seniority under the agreement with Amtrak Service Workers Council is established on or after April 15, 1986, and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

The "365 consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an I.C.C. employee protection order or an employee protection agreement or arrangement.

Attachment 4 – Rule 10

RULE 10 – GUARANTEE HOURS

(a) — Regularly assigned employees who do not lay off of their own accord from their regular bulletined assignment shall be guaranteed a basic monthly rate of 180 hours. The basic monthly rate of 150 hours shall be guaranteed for extra employees who do not lay off on their own accord. Employees who lay off on their own accord shall be paid for actual hours worked that month.

(a) Regularly assigned employees who do not lay off on their own accord from their regular bulletined assignment shall be guaranteed a basic biweekly pay period guarantee of 80 hours. The basic biweekly pay period guarantee of 70 hours shall be guaranteed for extra employees who do not lay off on their own accord. Employees who lay off on their own accord shall be paid for actual hours worked that pay period.

In cases where regular employees lay off for a trip that begins in one ~~month~~ **pay period** and ends in another, the guarantee will be broken only for the ~~month~~ **pay period** in which the greater number of hours from the trip falls. Extra employees who mark off will have their guarantee broken in only one ~~month~~ **pay period** provided they mark up within 48 hours of the first day of the following ~~month~~ **pay period**.

(b) All employees will be guaranteed at least four calendar days off duty at their home terminal per month.

(c) Employees will not be removed from their assigned runs or the extra board unless it is evident that they will meet or exceed their guarantee ~~in that month~~ **within their 28-day overtime period (two pay periods)**, and then only after being given at least 72 hours' advance notice. Regularly assigned employees assigned to work more than ~~180~~ **176** hours in a ~~month~~ **28-day overtime period** may be removed at any time during the ~~month~~ **overtime period** pursuant to this rule; however, their ~~monthly~~ **biweekly** guarantee will not be reduced as a result of the removal.

(d) Guarantees provided for herein shall terminate when the employee leaves the service by reason of death, retirement, dismissal for cause, or furlough. Such guarantees will be suspended during any emergency when the train or trains may not be able to operate; however, employees away from their home crew base during such an emergency will receive eight hours per day and meal allowances until service is restored or until they are returned to their home base. Furloughed employees recalled to service **after an emergency force reduction** shall receive a minimum ~~forty~~ **(40) twenty (20)** hours of pay **for the pay period**. Such employees will be recalled in seniority order at each crew base.

(e) When an employee holding a regular assignment is furloughed or assessed **the discipline of suspension**, he ~~they~~ will be paid the actual hours worked in a ~~month~~ **the pay period**. ~~When an extra employee working with a guarantee is furloughed or disciplined, he will be paid for each day he was available during the month at a daily rate arrived by dividing 150 hours (the guarantee) by~~

~~26 working days, or the actual hours earned, whichever is greater.~~ **When an extra employee working with a guarantee is furloughed or disciplined, they will be paid for each day they were available during the pay period by dividing 70 hours (the guarantee) by 14 working days, or the actual hours earned, whichever is greater.**

Attachment 5 – Rule 12

RULE 12 – HOURS OF SERVICE

- (a) Employees' time will run continuous from time on duty until released from duty at the completion of their trip, with a minimum of eight (8) hours pay for each tour of duty, straight away or turnaround, exclusive of time off duty when released en route between the hours of 9:00 p.m. and 9:00 a.m. as provided in Rule 15. (The eight hours per trip guarantee shall be computed from time on duty at the home terminal until return to home terminal unless the employee has six or more hours off duty at his away-from-home terminal, in which case the eight-hour guarantee shall apply to both the going and returning trip.) Hours paid but not worked will be credited towards the employees' ~~monthly~~ guarantee but will not count towards overtime.
- (b) **Employees may be contacted to defer their scheduled reporting time with at least two hours advance notice before the usual reporting time of their assignment. The minimum deferred reporting time is two hours. The advance notice will specify the new reporting time, and the employee's assignment will not begin until that time. If not so notified, the reporting time will be as provided in the assignment. An employee may have their starting time deferred once prior to their departure from their home crew base and once from their departure from the away from home on-duty point. Employees given a deferred starting time of twenty four (24) hours or more while away from their home crew base will receive eight hours per day and meal allowances until reporting for the deferred assignment or until they are returned to their home base.**
- (c) Hours paid but not worked will be credited towards the employees' ~~monthly~~ guarantee but will not count towards overtime. On assignments with less than six hours at the away from home crew base, all time in excess of 90 minutes from time of arrival to signup for departure will be paid at the regular rate of pay.
- Note:¹⁵ This is only meant to apply to trains that depart the home crew base and return on the same day to the home terminal (e.g., Northeast Corridor, the Cascade service between Portland and Seattle, the Capitol Corridor, Pacific Surfliner, San Joaquin service in California and service between Chicago and Detroit, and other trains that meet that criteria.
- (d) Employees will be allowed six hours downtime where downtime is customarily given for two rest periods aboard the train during their one-way trip. Employees aboard trains with only one scheduled rest period will continue to receive four (4) hours.¹⁶ Trains 21 and 22, The Texas Eagle, will be covered by the six-hour provision.¹⁷

¹⁵ Special Board of Adjustment 1020, Award 117.

¹⁶ Adopted from Article VII. 8 of the December 9, 1998 Agreement.

¹⁷ Side Letter of December 9, 1998 Agreement.

Note: Down time means being provided with sleeping accommodations such as is available in dormitory or sleeping cars.

Example: Employees A and B are both scheduled for seven hours' down time from 1:30a.m. to 8:30 a.m.

Employee A is required to arise at 8:00 a.m. due to customer service needs. Employee A receives 30 minutes' pay in addition to the scheduled hours of the job due to that half hour of additional work.

Employee B cannot begin down time until 2:00 a.m. and is required to arise at 7:00 a.m.¹⁸ due to customer service needs, getting a total of five hours' down time. Employee B would be paid two hours pay above the normal scheduled hours of the trip because he worked an additional two hours. In addition, later that day Employee B should be allowed one hour off with pay to rest because his five hours' down time was less than the six hours required. If customer needs prevent that equivalent time off with pay, then Employee B would get another hour's pay, totaling three hours' pay above the normal scheduled hours of the trip.

Note: Equivalent time off must be given between the end of the scheduled down time and the beginning of the next scheduled down time on trains where more than one rest period is assigned and before the train reaches its termination or turn-around point.¹⁹

- (e) An employee assigned by the Corporation to attend an investigation as a Corporate witness will be paid a minimum of four hours at the straight-time rate for four hours or less service, and actual time for service in excess of four hours.
- (f) An employee who is called and reports to perform service which is not continuous with the bulletined hours of his regular assignment will be paid a minimum of four hours at the straight time rate for four hours or less service, and actual time for service in excess of four hours. Extra employees who are called and report to perform service will be paid a minimum of four hours at the straight-time rate for four hours or less service, and actual time for service in excess of four hours.
- (g) Employees shall be notified when time sheets are changed and advised of the reason for such change. If requested in writing, the notice shall be in writing.

An employee whose paycheck is short 8 hours or more may request a make-up check provided the time is not in dispute. The make-up check will be issued within 72 hours from the date requested. The request must be made to their designated supervisor.

- (h) Employees who work assignments requiring a layover away from home will be guaranteed a minimum of eight (8) hours pay for each such layover per calendar day.

¹⁸ Amended from TCU letter dated July 2, 2001.

¹⁹ Adopted from Article VII. 8.B of the December 9, 1998 Agreement.

Example: An employee is released from duty at an away-from-home terminal at 4:00 a.m., Saturday, and reports for the return trip at 10:00 p.m., Saturday; he would receive an additional two (2) hours pay to equal the eight (8) hour minimum layover per calendar day.

- (i) Employees will be given a summary of hours scheduled to work prior to departure of the train. The time summary is for informational purposes only and will conform to the requirements of Attachment 'A' of the Agreement.²⁰

²⁰ Adopted from Article V. Section 6 of the April 1, 2004 Agreement.

Attachment 6 – Rule 13

Discussion 9/21/2023

RULE 13 - OVERTIME

(a) Time worked in excess of **160** hours in one of **thirteen (13) 28-day periods (two pay periods)** ~~any month~~ will be considered overtime and will be paid overtime at straight time rate or hours in excess of **160** hours up to **176** hours. Time worked in excess of **176** hours **within one of the thirteen (13) 28-day periods** will be paid at time and a half.

Attachment 7 – Rule 15

RULE 15 - MEALS-LODGING-TIME OFF DUTY

(a) Meals will be provided at no cost to employees on board trains. Employees will be eligible for a meal after being on duty three (3) or more hours. Thereafter, eligible employees on duty during any of the normal meal periods described in paragraph (b) below will receive a meal (an entree, beverage, dessert, fruit or salad) from the regular dining car menu.

On trains without a dining car, employees will receive an equivalent meal provided by the company or, at the company's option, an allowance for meals as provided in paragraph (c), ~~section (2)~~ below.

Employees released from work at their home crew base during a meal period will not receive a meal.

In the event an employee is not allowed time in which to eat prior to the subsequent meal period or does not receive a meal as specified above, he/she shall receive an allowance for the meal as provided in the applicable section of paragraph (c) below.

(b) Employees will be provided an allowance for meals, as provided in paragraph (c), ~~section (1)~~ below, when released at a point other than their home terminal for a period of eight or more hours. The allowance referred to below will be paid when such employees are released during normal hours for breakfast (6:30 a.m. to 10:30 a.m.), lunch (11:30 a.m. to 2:30 p.m.), or dinner (4:30 p.m. to 9:00 p.m.).

(c) **Effective January 1, 2024,** allowances for meals will be:

~~(1) For employees working on trains with dining cars, and for employees entitled to meal allowances under paragraph (b) above—~~

<u>Breakfast</u>	<u>\$ 10.00</u>
<u>Lunch</u>	<u>\$ 10.00</u>
<u>Dinner</u>	<u>\$ 15.00</u>

~~Note: The above allowances for trains with dining cars as of May 4, 1995 shall not be reduced should the dining car be replaced or eliminated. This does not apply in cases where the route is substantially reduced or truncated to a short distance type service and the dining car is replaced or eliminated.¹~~

~~(2) For employees working on trains without dining cars—~~

~~Breakfast \$ 5.35
Lunch \$ 7.50
Dinner \$10.10~~

¹ Formerly Attachment "O."

(d) Single room lodging will be provided by the corporation at away-from-home terminals or layover points when total time off duty exceeds six (6) hours, or when four or more hours off duty occur between the hours of midnight and 8:00 a.m. When sleeping or dormitory car service is provided and on-board personnel are released from duty between 9:00 p.m. and 9:00 a.m., such time will be considered as time off duty. Continuous time will be allowed while waiting for sleeping facilities, if such facilities are not available when released from duty. "Day Rooms" on a one room per three employee basis will be provided for Auto-Train employees at Sanford, Florida.²

(e) Transportation to and from lodging will be provided employees when the distance, or other factors, between the off-duty point and the lodging are sufficient to cause employee hardship. An employee who is responsible for the handling of company funds will, when there is no available place for the employee to deposit such funds at away-from-home locations, be provided with transportation to and from the lodging facility.

² Side Letter No. 6 to 1991 Settlement Agreement, dated January 2, 1991.

Attachment 8 – Rule 18

RULE 18 – CLAIMS AND GRIEVANCES

- a. All claims or grievances other than those involving discipline must be presented in writing by or on behalf of the employees involved to the ~~highest officer of the crew base at which the employee is assigned~~ **designated labor relations officer** within **60 days** from the date of the occurrence on which the claim or grievance is based.
- b. **The parties hereby recognize the advantage of electronic exchange of documents. Therefore, in the application of time limits, the date and time a document is transmitted via the mutually agreed upon electronic delivery system will govern.**
- c. **In order for a claim to be considered, the individual who files the claim, either the claimant or his duly accredited representative, must furnish sufficient information in the claim to identify the basis of claim, such as but not limited to:**
 1. **Name, assigned position, employee SAP number, crew base.**
 2. **Train number, date or job number, Attachment A/Bulletin.**
 3. **Time on and off duty.**
 4. **Date and time of day work was performed.**
 5. **Location and details of work performed.**
 6. **If possible, who gave the order to perform the work (Amtrak manager, supervisor, LSA-D, LSA, EIC, Conductor, Assistant Conductor.)**
 7. **Description of instructions issued to have work performed.**
 8. **Rules violated and reason(s) supporting claim.**
- d. **If a claim is not submitted in the manner set forth and prescribed in paragraphs "a" and "b" above, such claims may be denied at the first level ~~will not be entertained nor allowed.~~ The improper submission of one claim will not invalidate other claims of like or similar nature. No monetary claim will be valid, unless the claimant was available, qualified, and entitled to perform the work.**
- e. **When a claim, properly submitted pursuant to this Rule, is denied, or should payment be made for less than the full amount claimed, the claimant or duly accredited representative will be informed of the decision and reason therefor within sixty (60) days from the date the claim is received. If not so notified, the claim shall be considered valid and settled accordingly, but shall not be considered as precedent or waiver of the contentions of the Carrier as to other claims.**

~~(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be made within sixty (60) calendar days from receipt of notice of disallowance. Failing to comply with this provision, the claim or grievance shall be considered closed. If~~

the officer to whom the appeal is made fails to render a decision in writing within sixty (60) calendar days of date of appeal, the claim or grievance shall be allowed as presented.

- f. **A denied claim or a claim paid at less than the full amount claimed, properly submitted pursuant to this Rule, will be considered closed unless the Local Chairman or duly accredited representative, within sixty (60) days from the notice of denial, presents an appeal in writing to the Carrier designated officer encompassing all pertinent case information including the Union's position, facts and supporting arguments.**

~~(e) The requirements outlined in Sections (a) and (b) pertaining to appeal by the employees and decision by the Corporation shall govern in appeals taken to each succeeding official, except in cases of appeal taken from the decision of the Director of Labor Relations. A claim or grievance that is disallowed after appeal to the Director of Labor Relations may be referred to a Public Law Board established under the provisions of Section 3, Second of the Railway Labor Act, provided such proceedings are initiated within nine (9) months from the date of the decision of the Director of Labor Relations.~~

- g. **The Carrier designated officer, shall within sixty (60) days from the date the appeal is filed, render a decision in writing on the appeal, to the organization and or employee who has presented the appeal, and if so denied, the reasons for such denial shall be given. If not so notified of the denial within the sixty (60) days, the claim shall be paid in full and settled accordingly.**

Denied claims must be listed in writing within sixty (60) days by the Organization's Designee General Chairman to the Carrier's highest designated officer for discussion at a quarterly conference. The quarterly conference will be conducted by the Organization's Designee General Chairman and the Carrier's highest designated officer, or their designee. Failure to timely list for conference will result in the claim being closed.

- h. **If a claim is denied following the quarterly conference, the Carrier's highest designated officer, or their designee, will notify the Organization's Designee General Chairman of their decision, in writing, within ninety (90) days from the date of said quarterly conference. If not so notified, the claim shall be considered valid and settled accordingly, but shall not be considered as precedent or waiver of the contentions of the Carrier as to other claims. The decision of the Carrier's highest designated officer, or their designee, will be final and binding unless within nine (9) months from the date of said officer's decision the Organization's Designee General Chairman initiates proceedings before a tribunal having jurisdiction pursuant to law or agreement, unless the parties mutually agree to other proceedings for final disposition of the claim.**

- i. ~~The requirements outlined in above Sections (a) and (b) pertaining to appeal by the employees and decision by the Corporation shall govern in appeals taken to each succeeding official, except in cases of appeal taken from the decision of the **Highest Designated Officer** Director of Labor Relations. A claim or grievance that is disallowed after appeal to the **Highest Designated Officer** Director of Labor Relations may be referred to a Public Law Board established under the provisions of Section 3, Second of~~

the Railway Labor act, provided such proceedings are initiated within nine (9) months from the date of the decision of the **Highest Designated Officer** ~~Director of Labor Relations~~.

- j. The time limit provisions in this Rule may be extended **at any level of handling for any particular claim by mutual agreement consent** in writing **by a duly authorized officer of the Carrier and a duly accredited representative of the Organization or the Claimant.**
- k. **While** ~~when~~ U.S. Mail is used, the postmark will govern determining compliance with the various time limits. **When electronic correspondence is used, the time shown the correspondence is sent to the receiving party will govern. The parties will transition to solely electronic correspondence effective January 1, 2024.**
- ~~l. Claims or grievances which are allowed or barred on account of failure to comply with the time limits set forth in this Rule shall not constitute a precedent or waiver of contention by either party as to other claims or grievances.~~
- m. This Rule recognizes the right of duly ~~accredited~~ **authorized** representatives to file and prosecute claims and grievances for and on behalf of the employees.
- n. **The time limits set forth herein do not apply in discipline cases.**

RULE 19 – DISCIPLINE-INVESTIGATION-APPEAL¹

- (a) An employee who has been in service more than 120 calendar days shall not be disciplined or dismissed without a fair and impartial investigation, unless such employee shall accept dismissal or other discipline, in writing, and waive formal investigation. An employee may, however, be held out of service pending formal investigation or notification of the discipline to be assessed only if his retention in service could be detrimental to himself, another person or the corporation.

Note: In computing the length of service in paragraph (a), employees who are taken over in an assumption of function will have their railroad service considered.

- (b) The discipline rule is now 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.²
- (c) If the corporation decides the disciplining of an employee is warranted and the employee has not been withheld from service, the employee will be notified in writing with a copy to his duly ~~accredited representative~~ **authorized Organization representative**, of the intent to discipline him. The notice will advise the employee of the specific charge(s) **that includes Rules, Policies, procedures**, and the reason(s) for the intended imposition of discipline. A letter of intent to impose discipline shall not be issued to an employee for any offense of which the corporation has actual knowledge thirty (30) calendar days or more, except where a civil action or criminal proceeding results from the offense, in which event the letter of intent to impose discipline may be issued within thirty (30) days of the final judgement.
- (d) Within seven days from receipt of written notice of intent to discipline, subject to one postponement by either party, the employee and his duly ~~accredited representative~~ **authorized Organization's representative** will meet with management's representative at the employee's city of employment for the purpose of resolving the matter. If the employee fails to appear for the NOI meeting, a formal investigation will be scheduled and held as specified in this paragraph. If a management supervisor fails to appear to conduct the meeting, the charges will be dropped. The corporation will provide at the meeting a list of all known witnesses and known documents related to the employee's alleged offense(s). At the meeting, the parties will either agree in writing to the amount of discipline to be assessed, if any, or a formal investigation will be scheduled as provided in paragraph (e).

¹ Modified per Article VII.9 of the December 9, 1998 Agreement.

² Modified per June 1, 2019 Agreement

If an investigation is to be held, it will be held within fifteen (15) days from the date of the meeting. The employee and the representative shall be given written notice in advance of the investigation.

- (e) If an employee has been withheld from service, an investigation shall be held within ten (10) days of the date of his removal from service. **The investigation may be postponed by mutual agreement between the Organization and Carrier.** An employee and **his** **their** representative shall be given written notice in advance of the investigation, such notice to set forth the specific charge(s) against him. No charge shall be made that involves any offense of which the corporation has actual knowledge thirty (30) calendar days or more, except where a civil action or criminal proceeding results from the offense, in which event the charge may be made within thirty (30) days of the final judgment.
- (f) An investigation shall be held at the employee's city of employment. At such investigation, the employee may be assisted by an employee of **his** **their** choice or by one or more representatives of the Organization party hereto. Upon request, the corporation will provide prior to the investigation a list of known witnesses and known documents to be entered into evidence in the investigation. A decision will be rendered by the investigating officer within ten (10) calendar days after the completion of the investigation. If discipline is assessed, a copy of the investigation transcript together with any documents placed in the record at the investigation will be promptly provided to the employee and **their** representative.
- (g) If discipline is to be imposed following the investigation, the employee to be disciplined shall be given written notice thereof at least fifteen (15) calendar days prior to the date on which the discipline is to become effective, except that in the case involving dismissal such dismissal may be made effective at any time after decision without advance notice. The employee's duly ~~accredited representative~~ **authorized Organization's representative** shall be given a copy of the notice of discipline.
- ~~(h) If the discipline is suspension the suspension shall be deferred for a six (6) month period, except in cases of proven misconduct toward passengers, in which event the discipline may be served immediately.~~
- ~~(i) If, within the succeeding six (6) month period, the employee commits another offense for which discipline of suspension is subsequently imposed, the initial suspension shall be served and a new six (6) month period shall commence.~~
- (h) An investigation will not be required for violations of Alcohol and Drug Waivers if an employee tests positive during the 24-month period that they are subject to random testing. Any discipline assessed will be subject to appeal directly to the ~~Director of Labor Relations~~ **Carrier's highest designated officer** and to arbitration under paragraph **(j)** ~~(k)~~ of this rule.³
- (i) ~~If the employee is dissatisfied with the decision, he~~ **they** shall have the right to appeal, either in person or through ~~his~~ **their** duly **authorized representative** ~~accredited~~

³ New paragraph added per Article V, Section 3 of the April 1, 2004 Agreement.

representative to the ~~next higher~~ **highest** designated carrier officer, and a conference shall be granted, provided a written request is made to such officer within thirty (30) calendar days of the date of receipt of a copy of the transcript. This appeal where the discipline imposed is suspension, shall act as a stay in imposing the suspension. A decision will be rendered by the ~~highest~~ designated officer within thirty (30) calendar days from the date the appeal is received or the date of the conference, whichever is later. If the decision in cases of suspension is that the suspension be imposed, either in whole or for a reduced period, the stay referred to above shall be lifted and the suspension imposed, subject to paragraphs (g) and (h) above. Any appeal from such decision shall be made to the **Carrier's highest designated officer** ~~Director of Labor Relations~~ within thirty (30) calendar days of the date of such decision.

- (j) In cases involving **termination of employment** dismissal, the initial appeal shall be made to the **Carrier's highest designated officer** ~~Director of Labor Relations~~ within thirty (30) calendar days of the decision to dismiss the employee. **All appeals will be conferenced with between the highest designated officer the and/or the employee, and/or their designated Organization representative and/or the employee, and a written decision will be sent to the employee and their designated Organization representative within thirty (30) calendar days of the conference.** ~~In all appeals to the Director of Labor Relations, a conference on the appeal shall be held between the director of Labor Relations and the employee or his designated representative of the organization within thirty (30) calendar days of the date of the conference.~~ Any appeal from the decision of the **highest designated officer** ~~Director of Labor Relations~~ must be made to a proper tribunal, as established under the provision of the Railway Labor Act, within nine (9) months of the date of such decision. Notification shall be made to the **highest designated officer** ~~Director of Labor Relations~~, within ninety (90) calendar days from the date of his decision, of intent to appeal.
- (k) If the final decision is that the charges against the employee were not sustained, the record shall be cleared of the charge. If held out of service, (suspended or dismissed) the employee shall be reinstated with all rights unimpaired and compensated for all time lost, less the amount earned while out of service.
- (l) The time limits set forth in this rule may be extended by mutual agreement.

When While U.S. Mail is used, the postmark will govern determining compliance with the various time limits. **When electronic correspondence is used, the time shown the correspondence is sent to the receiving party will govern. When electronic correspondence is used, the time shown the correspondence is sent to the receiving party will govern. The parties will transition to solely electronic correspondence effective January 1, 2024.**

- (m) The time limits of this rule shall not apply to requests for leniency.

Expungement of Discipline

Discipline on an employee's record will be expunged when the employee maintains a discipline-free service record for a period of time, as follows:

Discipline

Letter of Reprimand
Less than 10 days suspension
10 days or more suspension

Discipline-Free Record

12 months
24 months
36 months

For example, an employee with a letter of reprimand on ~~his or her~~ **their** record who is not found guilty of misconduct by a decision of a Hearing Officer or waiver after a twelve-month period from the date of the assessment of the reprimand shall have the letter of reprimand automatically expunged from ~~his/her~~ **their** record. Only months in which the employee performs at least seven (7) days of compensated service counts toward the time needed for a clear record.

~~This rule shall become effective 30 days after notification of ratification at which time employee's disciplinary records shall be expunged of all previously incurred discipline, in accordance with the above.~~

Notwithstanding the above, the following are considered a permanent part of the employee's record and will not be removed:

- dismissals
- alcohol and drug violations.
- workplace violence violations
- theft
- **customer service violations** (if suspension is served)
- **mistreatment of passengers**
- Violations involving an individual's race/color, sex, (including gender), religion, national origin/ethnicity, age, disability, veteran status, sexual orientation, and retaliation against those reporting or witnessing such infractions.

Attachment 9 – Rule 19 Clean Version

RULE 19 – DISCIPLINE-INVESTIGATION-APPEAL¹

- (a) An employee who has been in service more than 120 calendar days shall not be disciplined or dismissed without a fair and impartial investigation, unless such employee shall accept dismissal or other discipline, in writing, and waive formal investigation. An employee may, however, be held out of service pending formal investigation or notification of the discipline to be assessed only if his retention in service could be detrimental to himself, another person or the corporation.

Note: In computing the length of service in paragraph (a), employees who are taken over in an assumption of function will have their railroad service considered.

- (b) The discipline rule is now 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. ²
- (c) If the corporation decides the disciplining of an employee is warranted and the employee has not been withheld from service, the employee will be notified in writing with a copy to his duly authorized Organization representative, of the intent to discipline him. The notice will advise the employee of the specific charge(s), and the reason(s) for the intended imposition of discipline. A letter of intent to impose discipline shall not be issued to an employee for any offense of which the corporation has actual knowledge thirty (30) calendar days or more, except where a civil action or criminal proceeding results from the offense, in which event the letter of intent to impose discipline may be issued within thirty (30) days of the final judgement.
- (d) Within seven days from receipt of written notice of intent to discipline, subject to one postponement by either party, the employee and their duly authorized Organization's representative will meet with management's representative at the employee's city of employment for the purpose of resolving the matter. If the employee fails to appear for the NOI meeting, a formal investigation will be scheduled and held as specified in this paragraph. If a management supervisor fails to appear to conduct the meeting, the charges will be dropped. The corporation will provide at the meeting a list of all known witnesses and known documents related to the employee's alleged offense(s). At the meeting, the parties will either agree in writing to the amount of discipline to be assessed, if any, or a formal investigation will be scheduled as provided in paragraph (e). If an investigation is to be held, it will be held within fifteen (15) days from the date of the meeting. The

¹ Modified per Article VII.9 of the December 9, 1998 Agreement.

² Modified per June 1, 2019 Agreement

employee and the representative shall be given written notice in advance of the investigation.

- (e) If an employee has been withheld from service, an investigation shall be held within ten (10) days of the date of his removal from service. The investigation may be postponed by mutual agreement between the Organization and Carrier. An employee and their representative shall be given written notice in advance of the investigation, such notice to set forth the specific charge(s) against him. No charge shall be made that involves any offense of which the corporation has actual knowledge thirty (30) calendar days or more, except where a civil action or criminal proceeding results from the offense, in which event the charge may be made within thirty (30) days of the final judgment.
- (f) An investigation shall be held at the employee's city of employment. At such investigation, the employee may be assisted by an employee of their choice or by one or more representatives of the Organization party hereto. Upon request, the corporation will provide prior to the investigation a list of known witnesses and known documents to be entered into evidence in the investigation. A decision will be rendered by the investigating officer within ten (10) calendar days after the completion of the investigation. If discipline is assessed, a copy of the investigation transcript together with any documents placed in the record at the investigation will be promptly provided to the employee and their representative.
- (g) If discipline is to be imposed following the investigation, the employee to be disciplined shall be given written notice thereof at least fifteen (15) calendar days prior to the date on which the discipline is to become effective, except that in the case involving dismissal such dismissal may be made effective at any time after decision without advance notice. The employee's duly authorized Organization's representative shall be given a copy of the notice of discipline.
- (h) An investigation will not be required for violations of Alcohol and Drug Waivers if an employee tests positive during the 24-month period that they are subject to random testing. Any discipline assessed will be subject to appeal directly to the Carrier's highest designated officer and to arbitration under paragraph (j) of this rule.³
- (i) If the employee is dissatisfied with the decision, they shall have the right to appeal, either in person or through their duly authorized representative to the highest designated carrier officer, and a conference shall be granted, provided a written request is made to such officer within thirty (30) calendar days of the date of receipt of a copy of the transcript. This appeal where the discipline imposed is suspension, shall act as a stay in imposing the suspension. A decision will be rendered by the designated officer within thirty (30) calendar days from the date the appeal is received or the date of the conference, whichever is later. If the decision in cases of suspension is that the suspension be imposed, either in whole or for a reduced period, the stay referred to above shall be lifted and the suspension imposed, subject to paragraphs (g) and (h) above. Any appeal from such decision shall be

³ New paragraph added per Article V, Section 3 of the April 1, 2004 Agreement.

made to the Carrier's highest designated officer within thirty (30) calendar days of the date of such decision.

- (j) In cases involving termination of employment, the initial appeal shall be made to the Carrier's highest designated officer within thirty (30) calendar days of the decision to dismiss the employee. All appeals will be conferenced between the highest designated officer and the designated Organization representative and/or the employee on a mutually agreed date within forty-five (45) calendar days of the appeal. A written decision will be sent to the employee and their designated Organization representative within thirty (30) calendar days of the conference. Any appeal from the decision of the highest designated officer must be made to a proper tribunal, as established under the provision of the Railway Labor Act, within nine (9) months of the date of such decision. Notification shall be made to the highest designated officer, within ninety (90) calendar days from the date of his decision, of intent to appeal.
- (k) If the final decision is that the charges against the employee were not sustained, the record shall be cleared of the charge. If held out of service, (suspended or dismissed) the employee shall be reinstated with all rights unimpaired and compensated for all time lost, less the amount earned while out of service.
- (l) The time limits set forth in this rule may be extended by mutual agreement.

While U.S. Mail is used, the postmark will govern determining compliance with the various time limits. When electronic correspondence is used, the time shown the correspondence is sent to the receiving party will govern. The parties will transition to solely electronic correspondence effective January 1, 2024.

- (m) The time limits of this rule shall not apply to requests for leniency.

Expungement of Discipline

Discipline on an employee's record will be expunged when the employee maintains a discipline-free service record for a period of time, as follows:

Discipline	Discipline-Free Record
Letter of Reprimand	12 months
Less than 10 days suspension	24 months
10 days or more suspension	36 months

For example, an employee with a letter of reprimand on their record who is not found guilty of misconduct by a decision of a Hearing Officer or waiver after a twelve-month period from the date of the assessment of the reprimand shall have the letter of reprimand automatically expunged from their record. Only months in which the employee performs at least seven (7) days of compensated service counts toward the time needed for a clear record.

Notwithstanding the above, the following are considered a permanent part of the employee's record and will not be removed:

- dismissals
- alcohol and drug violations.
- workplace violence violations
- theft
- mistreatment of passengers
- Violations involving an individual's race/color, sex, (including gender), religion, national origin/ethnicity, age, disability, veteran status, sexual orientation, and retaliation against those reporting or witnessing such infractions.

Attachment 10 – Bereavement Leave

Amending ASWC Rule 27:

Bereavement leave, not in excess of three ~~calendar~~ **consecutive work** days, following the date of death, will be allowed in case of death of an employee's brother, sister, parent, child, grandchild, grandparent, spouse or spouse's parent. 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. Employees absent due to bereavement leave will not have their **monthly** guarantees broken provided such employees promptly report for service following such absence.

AGREED UPON INTERPRETATIONS - BEREAVEMENT LEAVE

Q-1. How are the three consecutive work days to be determined?

A-1. An employee will have the following options in deciding when to take bereavement leave:

a) 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;

b) three consecutive work days, encompassing any funeral or memorial service.

Q-2. Does the three (3) work days allowance pertain to each separate instance, or do the three (3) work days refer to a total of all instances?

A-2. Three work days for each separate death.

Q-3. Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday day purposes?

A-3. No, however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation 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-4. Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or step-children?

A-4. Yes.

Attachment 11 – Rule 28

RULE 28 – APPLICATION FOR EMPLOYMENT¹

(a) Applications for newly-hired employees shall be approved or disapproved within 120 calendar days after applicant begins work. If applications are not disapproved within the 120 calendar day period, the applications will be considered as having been approved. Applicants shall, within 120 calendar days from the date of employment, if requested, have returned to them all documents which have been furnished to the corporation.

(b) In the event of applicants giving materially false information, the 120-day time limit shall not apply; and the employee may, within the first year of employment, be terminated without an investigation. If the employee can prove he did not supply false information, the employee or his organization can grieve under Rule 18.

(c) If an employee goes on leave for any reason within the 120 calendar day probationary period, the 120 day period is suspended when the employee ceases performing service, and resumes upon the employee's return to service.

¹ Amended per Article VI, Section 4 of the April 1, 2004 Agreement

Attachment 12 – Vacation and Appendix C superseded by Paid Time Off

Replacing Rule 37 and Appendix C in their entirety, effective 1/1/2024.

A. ASSUMPTIONS

This proposal will end vacation “earned” in one calendar year and taken or cashed in the following year. As described below, employees will accrue PTO up to accrual limits during periods of active employment beginning January 1, 2024.¹ That PTO may be used, as described below, during the same calendar year or carried over consistent with accrual limits.

B. PTO ACCRUALS

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

Anniversary Year of Amtrak Service	PTO Hours Accrued per Calendar Year	PTO Hours Accrued per Month
0-2 years	80 hours	6.66 hours/month*
3-8 years	120 hours	10.00 hours/month
9-17 years	160 hours	13.33 hours/month*
18-20 years	200 hours	16.66 hours/month *
21-25 years	224 hours	18.66 hours/month*
26+ years	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 absence for military service, in accordance with the Military Selective Service Act of 1967, as amended, such

¹ Employees who earned vacation for calendar year 2024 will still be able to use that vacation in 2024; however, it will be paid out if not taken in 2024 it will not roll over to the next year. Unused personal leave days from 2023 may be rolled over to 2024. No personal leave days will be granted after December 31, 2023. Additionally, vacation time and carried over personal leave must be used in 2024 prior to using any PTO.

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.

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.

C. ACCRUAL LIMITS

PTO will not accrue beyond an employee’s PTO limit, as described in Section B. Employees can designate an amount to be used for PTO exchange (PTO bank, charitable contribution, etc.). Once PTO hours reach the employee’s 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 E(1) and E(6) below) will not reduce the employee’s PTO accrual limit.

D. CARRYOVER

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

E. PTO NOTIFICATION AND USE

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

- 1. Annually Scheduled – With specified exceptions, current practices for scheduling weeks or days of PTO in advance of the next calendar year will be retained. A local committee with representatives from the union and the carrier 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	At least 40 hours 2 nd year
3-8 years	At least 80 hours
9-17 years	At least 120 hours
18-20 years	At least 160 hours
21-25 years	At least 200 hours
26+ years	At least 240 hours

- i. Employees will use forty (40) hours of PTO to cover each week scheduled, starting on the first scheduled day or, if the employee is assigned to the extra board, on Monday. Employees will be automatically marked up to be available for

assignment starting the eighth day.

- ii. Annually scheduled PTO may be unscheduled by the employee and used as described below.
2. Planned Absences - Employees are expected to provide their manager and Crew Management with as much notice as possible when using PTO for medical appointments, PTO or other planned activities. Consistent with paragraph E(1), 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 because of requirements of service. Individuals opting to not preschedule all their PTO as provided in Paragraph E(1), acknowledge they will be subject to the needs of the business in requesting to use said time. PTO must be used to cover for Planned Absences for eight (8) hours each day.
3. Unforeseeable Absences - When PTO is unscheduled and used for unexpected illness or personal emergency, employees are required to directly notify Crew Management 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, eight (8) hours, 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 subject to application of the attendance policy, pursuant to the relevant CBA provisions.
4. 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.
 - i. Such employee shall be paid the time and one-half rate for work performed during their cancelled PTO period.
 - ii. 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.
5. 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.

6. PTO Advance. Up to forty (40) hours of Annually Scheduled PTO may be taken prior to accrual. Employees may also 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.

F. 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 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.

G. 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 unexcused absence may elect to not cover it with PTO, except for

a “no call, no show” as described in E.3.

H. USE OF PTO UNDER EMERGENCY CONDITIONS

1. 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.

Attachment 13 – Rule 45

RULE 45 - HOLIDAYS

(a) Regular or extra employees required to work on the designated holidays will receive a ~~four (4) hour payment~~ **time and ½** at the applicable rate of pay. Such payment will be in addition to any other compensation both regular and overtime earned in the month. It, however, will not be used to offset overtime earnings nor will it count toward the ~~monthly~~ guarantee.³⁹

(b) The designated holidays are:

New Year's Day

Martin Luther King Jr. Day

Memorial Day

Juneteenth Independence Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Christmas Day

Attachment 14 – Rule 52

RULE 52 – COAST STARLIGHT¹

~~The parties agree to amend the November 3, 1973 agreement, as revised through December 31, 1996, as set forth below for the operation of the Coast Starlight. All other provision of the agreement not in conflict with the provisions of this rule will remain in effect.~~

I. Work Team

~~Amtrak may designate a member of each On Board Services crew as employee in charge. The designated member will receive 17.50 per hour, subject to negotiated increases which take effect after September 30, 1998. On Board Services crew members may be called upon to perform all functions necessary to provide the highest level of passenger service.²~~

II. Stabilization

~~a. Employees awarded positions on the Coast Starlight in accordance with Rule 4 will be required to work on the Coast Starlight for 24 months from the date they begin working on this service. Exceptions may be allowed only by agreement between the Director Labor Relations and the Chairman of the ASWC. After the 24 month period the employee may bid to other positions advertised and will be afforded a displacement opportunity during the next scheduled displacement period provided for in Rule 4(i).~~

~~The 24 month lock-in period for employees holding positions on the Coast Starlight on the date of this agreement will commence with this agreement. However, during the first 60 days of this period the employees will be allowed to leave the Coast Starlight service by exercising a displacement right to a position held by a junior employee.~~

~~b. Employees will be provided training as necessary. If training takes place at a designated location other than Los Angeles, Amtrak will provide hotel accommodations, meal allowances in accordance with Rule 15 or meals, and transportation to or from the designated location and the employee's crew base.~~

~~If an employee is trained and then released to return to his regular assignment, he will be paid for training in accordance with Rule 40. If an employee is trained and then held pending assignment to the Coast Starlight, he will be paid 8 hours each day or actual hours assigned, whichever is greater, at the rate of his previous position for training and each day held to a maximum of 180 hours per month.~~

III. Operations

~~a. There will be a separate extra board for the Coast Starlight which will operate in accordance with Rule 11.~~

¹ Adopted from Article VII. 18 of the December 9, 1998 Agreement

² See Attachment W.

~~b. Other employees will not be allowed to displace an employee working on the Coast Starlight during that Coast Starlight employee's lock in period as set forth above in Article II unless the other employee stands to be furloughed.~~

~~c. Employees working on this service will not be disqualified without being given additional training in an effort to correct the deficiency. It is not the intent of this agreement that disqualification be used in place of discipline. Employees may be disqualified only after a review of their work history with the crew base manager, union representative, and the employee. Employees may appeal their disqualification to the highest SBU officer in charge of On Board Service Functions and the Director Labor Relations in that order. If such appeal is denied, the decision may be appealed in accordance with Rule 19(j).~~

IV. Cancellation

~~a. It is agreed that this rule will automatically cancel if the staffing level on the Coast Starlight goes below the lowest level in effect during the period of September 1, 1997 to August 31, 1998.~~

Attachment 15 – New Rule – Amendment to the New Hire Training Program⁴⁹

- (a) ~~ASWC employees selected and willing to be Trainers and participate in the “New Hire Training Program”⁴⁹ “, will be identified as such by a designated Amtrak Representative, in consultation with a Union Representative. Amtrak shall retain the sole and final authority to select Trainees for this program and whether Trainees have successfully satisfied the requirements of this program. Nothing in this Agreement shall authorize the Organization to exert any authority over such decisions.~~
- (b) ASWC Trainers/Mentors will be required to give Trainees the necessary on-the-job training in the position in which they are being trained (i.e., LSA, Chef, etc.). Trainers/Mentors will be required to complete daily evaluation forms on each trainee assigned to them on the forms provided. For these services, Trainers will be paid Thirty Dollars (\$30.00) per day for training one Trainee, or Fifty Dollars (\$50.00) per day of training for Training two or more Trainees, in addition to all other earnings.
- (c) Trainers/Mentors ~~selected to participate in this on-the-job program~~ will be required to attend an orientation session where expectations of them in monitoring, evaluating and reporting on the progress of the trainees assigned to them, will be explained.
- (d) Trainers/Mentors must have one (1) year of performing service under this agreement prior to attending orientation.
- (e) Trainers/Mentors used in this on-the-job program are still responsible for the tasks related to their position while on duty, as well as providing proper instruction to and the evaluation of assigned trainees. Management maintains the right to assign Trainees and Trainers/Mentors.

Side Letter: The parties agree to meet with the intention of mutually setting direction and creating materials for the orientation session within six months of ratification of this agreement.

⁴⁹ Letter of Agreement effective 10/12/2009

Attachment 16 – 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.

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.

Side Letter: The parties agree to meet with the intention of addressing any outstanding issues with implementation of this rule within three months of ratification of this agreement.

jobcode	Description	per	amount	Start Date	Proposed GWI						
					7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
					TA/SA/Cleaner						
					4.00%	4.00%	3.00%	3.00%	3.00%	4.00%	4.50%
					All Others						
					4.00%	4.00%	3.00%	4.00%	3.50%	4.50%	5.00%
SF100	CHEF	75%	25.02	07/01/2021	26.02	27.06	27.87	28.99	30.00	31.35	32.92
SF100	CHEF	80%	26.69	07/01/2021	27.75	28.86	29.73	30.92	32.00	33.44	35.11
SF100	CHEF	85%	28.36	07/01/2021	29.49	30.67	31.59	32.85	34.00	35.53	37.31
SF100	CHEF	90%	30.02	07/01/2021	31.22	32.47	33.44	34.79	36.00	37.62	39.50
SF100	CHEF	95%	31.69	07/01/2021	32.96	34.28	35.30	36.72	38.00	39.71	41.70
SF100	CHEF	100%	33.36	07/01/2021	34.69	36.08	37.16	38.65	40.00	41.80	43.89
SF107	FOOD SPECIALIST	75%	24.56	07/01/2021	25.54	26.56	27.35	28.45	29.45	30.77	32.31
SF107	FOOD SPECIALIST	80%	26.19	07/01/2021	27.24	28.33	29.18	30.34	31.41	32.82	34.46
SF107	FOOD SPECIALIST	85%	27.83	07/01/2021	28.94	30.10	31.00	32.24	33.37	34.88	36.62
SF107	FOOD SPECIALIST	90%	29.47	07/01/2021	30.65	31.87	32.82	34.14	35.33	36.93	38.77
SF107	FOOD SPECIALIST	95%	31.10	07/01/2021	32.35	33.64	34.65	36.03	37.30	38.98	40.93
SF107	FOOD SPECIALIST	100%	32.74	07/01/2021	34.05	35.41	36.47	37.93	39.26	41.03	43.08
SF109	UTILITY WORKER HIRED POST 4/1/04	75%	22.81	07/01/2021	23.72	24.68	25.42	26.18	26.97	28.05	29.31
SF109	UTILITY WORKER HIRED POST 4/1/04	100%	30.41	07/01/2021	31.63	32.90	33.89	34.91	35.96	37.40	39.08
SF111	SERVICE/TRAIN ATTENDANT	75%	22.81	07/01/2021	23.72	24.68	25.42	26.18	26.97	28.05	29.31
SF111	SERVICE/TRAIN ATTENDANT	80%	24.33	07/01/2021	25.30	26.32	27.11	27.93	28.77	29.92	31.26
SF111	SERVICE/TRAIN ATTENDANT	85%	25.85	07/01/2021	26.89	27.97	28.81	29.67	30.57	31.79	33.22
SF111	SERVICE/TRAIN ATTENDANT	90%	27.37	07/01/2021	28.47	29.61	30.50	31.42	32.36	33.66	35.17
SF111	SERVICE/TRAIN ATTENDANT	95%	28.89	07/01/2021	30.05	31.26	32.20	33.16	34.16	35.53	37.13
SF111	SERVICE/TRAIN ATTENDANT	100%	30.41	07/01/2021	31.63	32.90	33.89	34.91	35.96	37.40	39.08
SF112	SERVICE/TRAIN ATTENDANT (TIP)	75%	22.81	07/01/2021	23.72	24.68	25.42	26.18	26.97	28.05	29.31
SF112	SERVICE/TRAIN ATTENDANT (TIP)	80%	24.33	07/01/2021	25.30	26.32	27.11	27.93	28.77	29.92	31.26
SF112	SERVICE/TRAIN ATTENDANT (TIP)	85%	25.85	07/01/2021	26.89	27.97	28.81	29.67	30.57	31.79	33.22
SF112	SERVICE/TRAIN ATTENDANT (TIP)	90%	27.37	07/01/2021	28.47	29.61	30.50	31.42	32.36	33.66	35.17
SF112	SERVICE/TRAIN ATTENDANT (TIP)	95%	28.89	07/01/2021	30.05	31.26	32.20	33.16	34.16	35.53	37.13
SF112	SERVICE/TRAIN ATTENDANT (TIP)	100%	30.41	07/01/2021	31.63	32.90	33.89	34.91	35.96	37.40	39.08
SF113	SERVICE/TRAIN ATTENDANT	75%	22.81	07/01/2021	23.72	24.68	25.42	26.18	26.97	28.05	29.31
SF113	SERVICE/TRAIN ATTENDANT	80%	24.33	07/01/2021	25.30	26.32	27.11	27.93	28.77	29.92	31.26
SF113	SERVICE/TRAIN ATTENDANT	85%	25.85	07/01/2021	26.89	27.97	28.81	29.67	30.57	31.79	33.22
SF113	SERVICE/TRAIN ATTENDANT	90%	27.37	07/01/2021	28.47	29.61	30.50	31.42	32.36	33.66	35.17
SF113	SERVICE/TRAIN ATTENDANT	95%	28.89	07/01/2021	30.05	31.26	32.20	33.16	34.16	35.53	37.13
SF113	SERVICE/TRAIN ATTENDANT	100%	30.41	07/01/2021	31.63	32.90	33.89	34.91	35.96	37.40	39.08
SF114	SERVICE/TRAIN ATTENDANT	75%	22.81	07/01/2021	23.72	24.68	25.42	26.18	26.97	28.05	29.31
SF114	SERVICE/TRAIN ATTENDANT	80%	24.33	07/01/2021	25.30	26.32	27.11	27.93	28.77	29.92	31.26
SF114	SERVICE/TRAIN ATTENDANT	85%	25.85	07/01/2021	26.89	27.97	28.81	29.67	30.57	31.79	33.22
SF114	SERVICE/TRAIN ATTENDANT	90%	27.37	07/01/2021	28.47	29.61	30.50	31.42	32.36	33.66	35.17
SF114	SERVICE/TRAIN ATTENDANT	95%	28.89	07/01/2021	30.05	31.26	32.20	33.16	34.16	35.53	37.13
SF114	SERVICE/TRAIN ATTENDANT	100%	30.41	07/01/2021	31.63	32.90	33.89	34.91	35.96	37.40	39.08
SF128	AUTO TRAIN ATTENDANT	75%	22.81	07/01/2021	23.72	24.68	25.42	26.18	26.97	28.05	29.31
SF128	AUTO TRAIN ATTENDANT	80%	24.33	07/01/2021	25.30	26.32	27.11	27.93	28.77	29.92	31.26
SF128	AUTO TRAIN ATTENDANT	85%	25.85	07/01/2021	26.89	27.97	28.81	29.67	30.57	31.79	33.22
SF128	AUTO TRAIN ATTENDANT	90%	27.37	07/01/2021	28.47	29.61	30.50	31.42	32.36	33.66	35.17
SF128	AUTO TRAIN ATTENDANT	95%	28.89	07/01/2021	30.05	31.26	32.20	33.16	34.16	35.53	37.13
SF128	AUTO TRAIN ATTENDANT	100%	30.41	07/01/2021	31.63	32.90	33.89	34.91	35.96	37.40	39.08
SF131	LSA DINER (TIP)	75%	26.53	07/01/2021	27.59	28.69	29.55	30.74	31.81	33.24	34.91
SF131	LSA DINER (TIP)	80%	28.30	07/01/2021	29.42	30.60	31.52	32.78	33.93	35.46	37.23
SF131	LSA DINER (TIP)	85%	30.06	07/01/2021	31.26	32.51	33.49	34.83	36.05	37.67	39.56
SF131	LSA DINER (TIP)	90%	31.83	07/01/2021	33.10	34.43	35.46	36.88	38.17	39.89	41.89
SF131	LSA DINER (TIP)	95%	33.60	07/01/2021	34.94	36.34	37.43	38.93	40.29	42.10	44.21
SF131	LSA DINER (TIP)	100%	35.37	07/01/2021	36.78	38.25	39.40	40.98	42.41	44.32	46.54
SF132	LSA DINER (TIP)	75%	26.53	07/01/2021	27.59	28.69	29.55	30.74	31.81	33.24	34.91
SF132	LSA DINER (TIP)	80%	28.30	07/01/2021	29.42	30.60	31.52	32.78	33.93	35.46	37.23
SF132	LSA DINER (TIP)	85%	30.06	07/01/2021	31.26	32.51	33.49	34.83	36.05	37.67	39.56
SF132	LSA DINER (TIP)	90%	31.83	07/01/2021	33.10	34.43	35.46	36.88	38.17	39.89	41.89
SF132	LSA DINER (TIP)	95%	33.60	07/01/2021	34.94	36.34	37.43	38.93	40.29	42.10	44.21
SF132	LSA DINER (TIP)	100%	35.37	07/01/2021	36.78	38.25	39.40	40.98	42.41	44.32	46.54
SF134	LSA CAFE/LNG	75%	23.62	07/01/2021	24.56	25.55	26.31	27.36	28.32	29.60	31.07
SF134	LSA CAFE/LNG	80%	25.19	07/01/2021	26.20	27.25	28.06	29.18	30.21	31.57	33.14
SF134	LSA CAFE/LNG	85%	26.77	07/01/2021	27.84	28.95	29.82	31.01	32.10	33.54	35.22
SF134	LSA CAFE/LNG	90%	28.34	07/01/2021	29.48	30.65	31.57	32.83	33.98	35.51	37.29
SF134	LSA CAFE/LNG	95%	29.92	07/01/2021	31.11	32.36	33.33	34.66	35.87	37.49	39.36
SF134	LSA CAFE/LNG	100%	31.49	07/01/2021	32.75	34.06	35.08	36.48	37.76	39.46	41.43
SF135	LSA CAFE/LNG	75%	23.62	07/01/2021	24.56	25.55	26.31	27.36	28.32	29.60	31.07
SF135	LSA CAFE/LNG	80%	25.19	07/01/2021	26.20	27.25	28.06	29.18	30.21	31.57	33.14
SF135	LSA CAFE/LNG	85%	26.77	07/01/2021	27.84	28.95	29.82	31.01	32.10	33.54	35.22
SF135	LSA CAFE/LNG	90%	28.34	07/01/2021	29.48	30.65	31.57	32.83	33.98	35.51	37.29
SF135	LSA CAFE/LNG	95%	29.92	07/01/2021	31.11	32.36	33.33	34.66	35.87	37.49	39.36
SF135	LSA CAFE/LNG	100%	31.49	07/01/2021	32.75	34.06	35.08	36.48	37.76	39.46	41.43
SF137	ACTING TEMP CHIEF	100%	39.45	07/01/2021	41.03	42.67	43.95	45.71	47.31	49.44	51.91
SF138	LD READY CREW ATTEN	100%	35.37	07/01/2021	36.78	38.25	39.40	40.98	42.41	44.32	46.54
SF139	ACTING CREW BASE SUPERVISOR	100%	39.45	07/01/2021	41.03	42.67	43.95	45.71	47.31	49.44	51.91
SF140	YARD POSITION	75%	22.81	07/01/2021	23.72	24.68	25.42	26.18	26.97	28.05	29.31
SF140	YARD POSITION	80%	24.33	07/01/2021	25.30	26.32	27.11	27.93	28.77	29.92	31.26
SF140	YARD POSITION	85%	25.85	07/01/2021	26.89	27.97	28.81	29.67	30.57	31.79	33.22
SF140	YARD POSITION	90%	27.37	07/01/2021	28.47	29.61	30.50	31.42	32.36	33.66	35.17
SF140	YARD POSITION	95%	28.89	07/01/2021	30.05	31.26	32.20	33.16	34.16	35.53	37.13
SF140	YARD POSITION	100%	30.41	07/01/2021	31.63	32.90	33.89	34.91	35.96	37.40	39.08

SF146	NEC TRAIN ATTENDANTS	75%	22.81	23.72	24.68	25.42	26.18	26.97	28.05	29.31
SF146	NEC TRAIN ATTENDANTS	80%	24.33	25.30	26.32	27.11	27.93	28.77	29.92	31.26
SF146	NEC TRAIN ATTENDANTS	85%	25.85	26.89	27.97	28.81	29.67	30.57	31.79	33.22
SF146	NEC TRAIN ATTENDANTS	90%	27.37	28.47	29.61	30.50	31.42	32.36	33.66	35.17
SF146	NEC TRAIN ATTENDANTS	95%	28.89	30.05	31.26	32.20	33.16	34.16	35.53	37.13
SF146	NEC TRAIN ATTENDANTS	100%	30.41 07/01/2021	31.63	32.90	33.89	34.91	35.96	37.40	39.08
SF150	ACELA- EMPLOYEE IN CHARGE	75%	26.64 07/01/2021	27.71	28.82	29.68	30.86	31.94	33.38	35.06
SF150	ACELA- EMPLOYEE IN CHARGE	85%	30.19 07/01/2021	31.40	32.66	33.63	34.98	36.20	37.83	39.73
SF150	ACELA- EMPLOYEE IN CHARGE	90%	31.97 07/01/2021	33.25	34.58	35.61	37.04	38.33	40.06	42.07
SF150	ACELA- EMPLOYEE IN CHARGE	95%	33.74 07/01/2021	35.09	36.50	37.59	39.09	40.46	42.28	44.40
SF150	ACELA- EMPLOYEE IN CHARGE	100%	35.52 07/01/2021	36.94	38.42	39.57	41.15	42.59	44.51	46.74
SF151	SJ TRAIN ATTENDANTS	75%	22.81	23.72	24.68	25.42	26.18	26.97	28.05	29.31
SF151	SJ TRAIN ATTENDANTS	80%	24.33	25.30	26.32	27.11	27.93	28.77	29.92	31.26
SF151	SJ TRAIN ATTENDANTS	85%	25.85	26.89	27.97	28.81	29.67	30.57	31.79	33.22
SF151	SJ TRAIN ATTENDANTS	90%	27.37	28.47	29.61	30.50	31.42	32.36	33.66	35.17
SF151	SJ TRAIN ATTENDANTS	95%	28.89	30.05	31.26	32.20	33.16	34.16	35.53	37.13
SF151	SJ TRAIN ATTENDANTS	100%	30.41 07/01/2021	31.63	32.90	33.89	34.91	35.96	37.40	39.08
SF152	OBS Safety Coordinator	75%	26.53 07/01/2021	27.59	28.69	29.55	30.74	31.81	33.24	34.91
SF152	OBS Safety Coordinator	80%	28.30 07/01/2021	29.42	30.60	31.52	32.78	33.93	35.46	37.23
SF152	OBS Safety Coordinator	85%	30.06 07/01/2021	31.26	32.51	33.49	34.83	36.05	37.67	39.56
SF152	OBS Safety Coordinator	90%	31.83 07/01/2021	33.10	34.43	35.46	36.88	38.17	39.89	41.89
SF152	OBS Safety Coordinator	95%	33.60 07/01/2021	34.94	36.34	37.43	38.93	40.29	42.10	44.21
SF152	OBS Safety Coordinator	100%	35.37 07/01/2021	36.78	38.25	39.40	40.98	42.41	44.32	46.54

PTO CONVERSION CHART

Years Of Service	Earned Under National Vacation	Personal Leave Days	Total	PTO Entitlement	Gain
0	0	0	0	10	10
1	5	0	5	10	5
2	5	0	5	10	5
3	10	0	10	15	5
4	10	0	10	15	5
5	10	0	10	15	5
6	10	0	10	15	5
7	10	0	10	15	5
8	10	1	11	15	4
9	15	1	16	20	4
10	15	1	16	20	4
11	15	1	16	20	4
12	15	1	16	20	4
13	15	1	16	20	4
14	15	1	16	20	4
15	15	1	16	20	4
16	15	1	16	20	4
17	15	1	16	20	4
18	20	2	22	25	3
19	20	2	22	25	3
20	20	2	22	25	3
21	20	2	22	28	6
22	20	2	22	28	6
23	20	2	22	28	6
24	20	2	22	28	6
25	20	2	22	28	6
26	25	2	27	33	6
27	25	2	27	33	6
28	25	2	27	33	6
29	25	2	27	33	6
30	25	2	27	33	6

ASWC PTO QUESTIONS AND ANSWERS

1) Will I lose my vacation days and personal days or are they all combined into PTO?

Answer: On January 1, 2024, you will receive your allotment of Vacation days and Personal Days if you qualified in 2023. Effective in January of 2024 you will begin accruing PTO that can be carried over to 2025 which will take the place of Vacation days and Personal Days.

2) Am I working this year for next year's PTO credit?

Answer: Starting in January of 2024 you will begin accruing PTO on a monthly basis. You can use this PTO in 2024 after you have used your Vacation and Personal Days, and any balance of PTO accrued in 2024 will carry over to 2025.

3) How do I schedule my vacation, and can I take single -day vacations?

Answer: There is a minimum number of days that must be prescheduled prior to the beginning of the year, just as vacation is currently scheduled. You can also preschedule your single day PTO use, if you want, or leave it unscheduled to use as you need. If you preschedule all of your PTO, you can cancel that schedule if you have an unexpected need for PTO coverage.

4) Do I still have to work 100 Days to earn my vacation PTO?

Answer: No.

5) Can I designate and schedule all of my PTO for Vacation?

Answer: Yes, you can schedule all of your PTO.

6) Can PTO time be used for sick days or emergency days?

Answer: Yes, PTO allows for the flexibility to be able to cover an absence with pay.

7) Can I be disciplined if I take a PTO as a sick day?

Answer: The National System Attendance Policy still applies; however, your use of a PTO day cannot be denied as unpaid.

8) Can I carry unused PTO over into the following year?

Answer: Yes.

9) Am I forced to use a PTO day for FMLA?

Answer: No.

10) Can I use PTO for FMLA?

Answer: Yes.

11) A 30-year employee that has been out for the past 10 months and returns January 1, 2024, will they accrue PTO in January and when is that time available to use?

Answer: Yes, they will begin accruing PTO in January for use in calendar year 2024.

12) Is accrued PTO paid out to someone that Retires, Resigns, or is terminated?

Answer: Yes.

ASWC PTO QUESTIONS AND ANSWERS

13) Can I cash in unused PTO at end of year (IE money for Christmas gifts) or to 401K?

Answer: PTO can only be cashed out in very limited circumstances. Instead of the ability to cash out PTO, it can be converted into a charitable donation (501c3), donated to a PTO bank, potentially be converted to a health savings account (or similar) and we are working on implementing the ability to convert it to a 401K.

14) For a Current employee that puts in the 100-days under NVA in 2023 when does he/she transfer to PTO ?

Answer: The employees will get their Vacation and Personal Day entitlements on January 1, 2024, and they will start accruing PTO on January 15th, 2024, if they are an active employee.

15) I am a member with over thirty (30) years of service and was planning on retiring at the end of December this year. I would have earned my five (5) vacation weeks for next year by then. How many weeks/hours will I get paid out when I retire?

Answer: Five weeks (200 hours) plus whatever vacation you haven't used this year.

16) How many days a month do I have to work to get my PTO accrual for that month?

Answer: You have to be in active status (not on a leave of absence, block FMLA, Paid Parental Leave) on the 15th of the month. You don't have to actually work on the 15th – it could be a rest day, PTO day, bereavement leave day, etc.

17) Can I carry over PTO every year if I choose?

Answer: Yes, you can carry over PTO every year subject to the accrual limits.

18) Do I have to start with zero (0) hours PTO each year?

Answer: No. You start each year with whatever you carry over from the previous year.

19) If a member hasn't qualified for their 2024 allotment of Vacation Days or Personal Days what happens?

Answer: Starting in January of 2024, they will accrue PTO on the 15th of each month if they are active and will be able to use that PTO in 2024.

20) I am a member with over thirty (30) years of service and was planning to retire next year. I was planning to retire at the end of June in 2024. If I work every month up to and including June of 2024 how many weeks/hours will get paid out for 2025 when I retire?

Answer: You'll get paid out any unused 2024 Vacation Days plus 132 hours of PTO earned in 2024.

21) I work a nine (9) hour trip. If I take unforeseeable PTO day because I am sick how many hours of PTO will I be paid?

Answer: You will be paid eight (8) hours of PTO.