

WAGE AND RULE AGREEMENT
Between
AMTRAK SERVICE WORKERS COUNCIL (ASWC)
And
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

THIS AGREEMENT, effective upon ratification, or as specifically otherwise indicated, by and between National Railroad Passenger Corporation (Amtrak), and the Amtrak Service Workers Council (ASWC) witnesseth:

IT IS HEREBY AGREED:

ARTICLE I – WAGES (See Attachment A for Illustrative Purposes)

Section 1 -First General Wage Increase

(a) Effective July 1, 2022, all rates of pay for employees covered by this Agreement shall be increased in the amount of four (4) percent. The increase provided for in this Section 1 shall be applied as follows:

(b) Disposition of Fractions -

Rates of pay resulting from application of paragraph (a) above, which end in fractions of a cent shall be rounded to the nearest whole cent, fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

(c) Application of Wage Increases -

The increase in wages provided for in this Article shall be applied in accordance with the wage or working conditions agreement in effect between Amtrak and the labor organization party hereto. Special allowances not included in fixed hourly, daily, weekly or monthly rates of pay for all services rendered, and arbitraries representing duplicate time payments, will not be increased. Overtime hours will be computed in accordance with individual schedules for all overtime hours paid.

Section 2 - Second General Wage Increase

Effective July 1, 2023, all rates of pay in effect on June 30, 2023, for employees covered by this Agreement shall be increased in the amount of four (4) percent. The increase provided for in this Section 2 shall be applied in the same manner as provided for in Section 1 hereof.

Section 3 - Third General Wage Increase

Effective July 1, 2024, all rates of pay in effect on June 30, 2024, for employees covered by this Agreement shall be increased in the amount of four and one-half (4.5) percent. The increase provided for in this Section 3 shall be applied in the same manner as provided for in Section 1 hereof.

Section 4 – Fourth General Wage Increase

Effective July 1, 2025, all rates of pay in effect on June 30, 2025, for employees covered by this Agreement shall be increased in the amount of three and one-half (3.5) percent. The increase provided for in this Section 4 shall be applied in the same manner as provided for in Section 1 hereof.

Section 5 – Fifth General Wage Increase

Effective July 1, 2026, all rates of pay in effect on June 30, 2026, for employees covered by this Agreement shall be increased in the amount of three and one-half (3.5) percent. The increase provided for in this Section 5 shall be applied in the same manner as provided for in Section 1 hereof.

Section 6 – Sixth General Wage Increase

Effective July 1, 2027, all rates of pay in effect on June 30, 2027, for employees covered by this Agreement shall be increased in the amount of five (5) percent. The increase provided for in this Section 6 shall be applied in the same manner as provided for in Section 1 hereof.

Section 7 – Seventh General Wage Increase

Effective July 1, 2028, all rates of pay in effect on June 30, 2028, for employees covered by this Agreement shall be increased in the amount of five and one-half (5.5) percent. The increase provided for in this Section 7 shall be applied in the same manner as provided for in Section 1 hereof.

Section 8 – Retroactive Payments

- (a) Retroactive payments that result from the implementation of this Article are intended to be made as soon as practicable, with the intent to be made to employees within 90 days of notice of ratification.
- (b) Eligibility for retroactive payments shall be applied only to employees that have an employment relationship with the Carrier on the date of this agreement, or who retired, or died subsequent to July 1, 2022, including sick leave, disability, disability retirement, temporary suspension, furlough or leave of absence. Any employee in dismissed status who is subsequently returned to service with pay in the applicable period through the disciplinary appeal process will be considered eligible for retroactive pay.

Section 9 – Train Attendant/Service Attendant and Enroute Cleaner Rates

- (a) Effective January 1, 2025, all Enroute Cleaners move to the corresponding TA/SA rate.
- (b) During the term of this Settlement Agreement, 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 during the term of this Agreement such that, effective with the July 1, 2028, general wage increase, the new top step will begin with the sixth (6th) year after entering service.

Section 10 – On-Board Service Recognition Bonus

- (a) Employees in active service as of March 15, 2020 will receive a Service Recognition Bonus of Two Thousand Dollars (\$2,000.00), less applicable payroll taxes.
- (b) This payment will be made within 120 days of notice of ratification.
- (c) Eligibility for the Service Recognition Bonus 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 hired before March 15, 2020, who is in dismissed status and who is subsequently returned to service with

pay through the disciplinary appeal process will be considered eligible for the Service Recognition Bonus.

ARTICLE II - HEALTH CARE

Part A – Health and Welfare Plan

Section 1 - Continuation of Health and Welfare Plans

AmPlan I, AmPlan III¹, Dental, Vision, Accidental Death and Dismemberment (AD&D), Early Retirement Major Medical Benefit (ERMA), and Life Insurance plans applicable to employees represented by the Labor Organizations and their eligible dependents, shall continue in full force and effect except as modified herein.

- (a) The parties have agreed to make Kaiser Permanente (Kaiser) available as an option to individuals covered by either AmPlan I or AmPlan III, in the geographic regions served by Kaiser. The Kaiser plan design will mirror AmPlan I as closely as administratively feasible. This option is anticipated to become available for the 2025 plan year.
- (b) Starting with the benefit year of 2025, AmPlan I participants may elect into an available Kaiser option or AmPlan III.
 - i) AmPlan I participants who elect into AmPlan III cannot return to AmPlan I in subsequent enrollment periods.
- (c) AmPlan I will be closed to new participants, except that AmPlan I participants who elect into an available Kaiser option may return to AmPlan I in subsequent benefit years.

Section 2 - Plan Design Changes effective January 1, 2025

- (a) The Plan's co-payments per employee prescription for non-preferred drugs² are revised as follows:
 - i) Prescription Drug Card Program at in-network pharmacies = \$60

¹ Formerly called AmPlan 1A (See Article II, Part A, Section 2(c), Settlement Agreement, January 4, 2018).

² Non-preferred co-pay is waived when employee submits documentation of medical necessity to CVS. Cost of the clinical review is covered by the plan. Based 90-day supply limit for mail order and on-going maintenance drugs; retail pharmacy limited to 21-day supply.

- ii) Mail Order Prescription Drug Program = \$120
- (b) The AmPlan I Specialist Co-pay will increase to \$60.
- (c) The AmPlan I Emergency Room Co-pay will increase to \$200.
- (d) The AmPlan III deductible will increase to:
 - i) Individual = \$500
 - ii) Family = \$1,000
- (e) Enhanced coverage of family planning
 - i) Coverage of vasectomies (no reversals)
 - ii) The greater of \$10,000 (lifetime) or one (1) course of treatment for fertility coverage¹
- (f) Employees under AmPlan I or III may elect to participate in a CVS program that provides \$0 co-pays for specialty drugs.²
- (g) The benefit for hearing aids will be \$2,000.00 for each ear, every three years.
 - i) In addition to the cost of the device, the benefit will apply to consultation and fitting charges.
- (h) 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.
- (i) Effective 1/1/2024, the Dental Plan is managed by Amtrak. Effective 1/1/2025, the plan design will be as shown below, with no employee contribution for coverage³:

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

² Contingent upon continued availability of CVS' PrudentRx or a similar function specialty copay management program. PrudentRx requires plan design with 30% cost share for specialty pharmacy for those who do not opt-in.

³ Representative treatments in Types A-C:

(Illustrative, Type B, Type C, and Ortho subject to change)

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

- 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)

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

Part B – Employee Cost Sharing of Plan Cost Amounts

Section 1

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

- (a) Each employee covered by AmPlan I shall contribute \$228.00 for each month that the employee met the qualifying requirement for active employees for health benefits coverage for themselves and/or their dependents.
- (b) For the remainder of 2024, each employee covered by AmPlan III shall continue to contribute \$170.00 for each month that the employee met the qualifying requirement for active employees for health benefits coverage for themselves and/or their dependents.
- (c) Effective January 1, 2025, each employee covered by AmPlan III shall contribute \$150.00 for each month that the employee met the qualifying requirement for active employees for health benefits coverage for themselves and/or their dependents.
- (d) Effective January 1, 2025, each employee covered by Kaiser Permanente shall contribute \$100.00 for each month that the employee met the qualifying requirement for active employees for health benefits coverage for themselves and/or their dependents.
- (e) Effective January 1, 2025, employees exercising the "Opt-Out Election" will receive an annual allowance of twelve hundred dollars (\$1,200.00), payable

monthly at one hundred dollars (\$100.00) for each month the employee would have otherwise met the eligibility requirements for coverage by AmPlan I or Amplan III.¹

ARTICLE III – PAID PARENTAL LEAVE

Effective January 1, 2025, Amtrak's Paid Parental Leave (APIM 7.52.2, 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 and paid at 41.5 hours per week.
- (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 7.52.2, 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.

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

- (g) For purposes of this agreement, Sections 2.0, 4.0 and 5.2 of APIM 7.52.2 (which refer to management employees) are inapplicable and the terms of this agreement are controlling.

ARTICLE IV – WORK RULES

- (a) Rule 1 – Scope and Employee Classifications (Attachment 1)
- (b) Rule 2 – Seniority (Attachment 2)
- (c) Rule 4 – Bulletin and Assignment (Attachment 3)
- (d) Rule 5 – Reducing and Increasing Forces (Attachment 4)
- (e) Rule 11 – Extra Board (Attachment 5)
- (f) Rule 12 – Hours of Service (Attachment 6) effective 1/1/2025
- (g) 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 1/1/2025 (Attachment 7)
- (h) Rule 18 – Claims and Grievances (Attachment 8)
- (i) Rule 19 – Discipline (Attachment 9)
- (j) Rule 27 – Bereavement Leave (Attachment 10)
- (k) Rule 28 – Application for Employment (Attachment 11)
- (l) Rule 45 – Holidays (Attachment 12)
- (m) Remove Rule 52 in its entirety and add language to preserve ability to assign Employee-In-Charge on Coast Starlight (Attachment 13)
- (n) New Rule – Training (Attachment 14)
- (o) New Rule – Email Requirement (Attachment 15)
- (p) Q&A for Paid Parental Leave (Attachment 16)

ARTICLE V - GENERAL PROVISIONS

Section 1 -Approval

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

Section 2 -Effect of this Agreement

- (a) The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of all of the parties' respective Section 6 Notices now open.
- (b) This Agreement shall remain in effect through December 31, 2028 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- (c) No party to this Agreement shall serve, prior to January 1, 2028 (not to become effective before January 1, 2029) any notice or proposal for the purpose of changing the subject matter of the provisions of this Agreement or which proposes matters covered by the proposals of the parties cited in paragraph (a) of this Section, and any proposals in pending notices relating to such subject matters are hereby withdrawn.
- (d) This Article will not bar management and the organization from agreeing upon any subject of mutual interest.

SIGNED AT WASHINGTON, DC THIS ___ DAY OF JULY 2024.

FOR AMTRAK:

FOR ASWC:

Andrea Gansen, Vice President
Labor Relations

John Feltz, Transport Workers Union (TWU),
ASWC Chair

Glenell Henson, Jr., Sr. Director
Labor Relations

Mitch Canter, National Representative
Transportation Communications Union (TCU)

Chuck Hendricks, Designee for
UNITE HERE

Attachment A

Wages Illustrative as calculated by Labor Relations based on language in the Settlement Agreement. Official calculations will be executed by Amtrak’s Corporate Accounting Department each year.

			7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
jobcode	Description	Step		4.00%	4.00%	4.50%	3.50%	3.50%	5.00%	5.50%
SF100	CHEF	75%	25.02	26.02	27.06	28.28	29.27	30.29	31.81	33.56
SF100	CHEF	85%	28.36	29.49	30.67	32.05	33.17	34.33	36.05	38.03
SF100	CHEF	90%	30.02	31.22	32.47	33.93	35.12	36.35	38.17	40.27
SF100	CHEF	95%	31.69	32.96	34.28	35.82	37.07	38.37	40.29	42.50
SF100	CHEF	100%	33.36	34.69	36.08	37.70	39.02	40.39	42.41	44.74
SF107	FOOD SPECIALIST	75%	24.56	25.54	26.56	27.75	28.73	29.73	31.22	32.93
SF107	FOOD SPECIALIST	85%	27.83	28.94	30.10	31.45	32.56	33.69	35.38	37.32
SF107	FOOD SPECIALIST	90%	29.47	30.65	31.87	33.30	34.47	35.68	37.46	39.52
SF107	FOOD SPECIALIST	95%	31.10	32.35	33.64	35.15	36.39	37.66	39.54	41.71
SF107	FOOD SPECIALIST	100%	32.74	34.05	35.41	37.00	38.30	39.64	41.62	43.91
SF109	UTILITY WORKER HIRED POST 4/1/04	75%	22.81	23.72	24.68	25.79	26.69	27.62	29.00	30.60
SF109	UTILITY WORKER HIRED POST 4/1/04	100%	30.41	31.63	32.90	34.38	35.58	36.83	38.67	40.80
SF111	SERVICE/TRAIN ATTENDANT	75%	22.81	23.72	24.68	25.79	26.69	27.62	29.00	30.60
SF111	SERVICE/TRAIN ATTENDANT	85%	25.85	26.89	27.97	29.22	30.24	31.31	32.87	34.68
SF111	SERVICE/TRAIN ATTENDANT	90%	27.37	28.47	29.61	30.94	32.02	33.15	34.80	36.72
SF111	SERVICE/TRAIN ATTENDANT	95%	28.89	30.05	31.26	32.66	33.80	34.99	36.74	38.76
SF111	SERVICE/TRAIN ATTENDANT	100%	30.41	31.63	32.90	34.38	35.58	36.83	38.67	40.80
SF112	SERVICE/TRAIN ATTENDANT (TIP)	75%	22.81	23.72	24.68	25.79	26.69	27.62	29.00	30.60
SF112	SERVICE/TRAIN ATTENDANT (TIP)	85%	25.85	26.89	27.97	29.22	30.24	31.31	32.87	34.68
SF112	SERVICE/TRAIN ATTENDANT (TIP)	90%	27.37	28.47	29.61	30.94	32.02	33.15	34.80	36.72

Attachment A

Wages Illustrative as calculated by Labor Relations based on language in the Settlement Agreement. Official calculations will be executed by Amtrak’s Corporate Accounting Department each year.

SF112	SERVICE/TRAIN ATTENDANT (TIP)	95%	28.89	30.05	31.26	32.66	33.80	34.99	36.74	38.76
SF112	SERVICE/TRAIN ATTENDANT (TIP)	100%	30.41	31.63	32.90	34.38	35.58	36.83	38.67	40.80
SF113	SERVICE/TRAIN ATTENDANT	75%	22.81	23.72	24.68	25.79	26.69	27.62	29.00	30.60
SF113	SERVICE/TRAIN ATTENDANT	85%	25.85	26.89	27.97	29.22	30.24	31.31	32.87	34.68
SF113	SERVICE/TRAIN ATTENDANT	90%	27.37	28.47	29.61	30.94	32.02	33.15	34.80	36.72
SF113	SERVICE/TRAIN ATTENDANT	95%	28.89	30.05	31.26	32.66	33.80	34.99	36.74	38.76
SF113	SERVICE/TRAIN ATTENDANT	100%	30.41	31.63	32.90	34.38	35.58	36.83	38.67	40.80
SF114	SERVICE/TRAIN ATTENDANT	75%	22.81	23.72	24.68	25.79	26.69	27.62	29.00	30.60
SF114	SERVICE/TRAIN ATTENDANT	85%	25.85	26.89	27.97	29.22	30.24	31.31	32.87	34.68
SF114	SERVICE/TRAIN ATTENDANT	90%	27.37	28.47	29.61	30.94	32.02	33.15	34.80	36.72
SF114	SERVICE/TRAIN ATTENDANT	95%	28.89	30.05	31.26	32.66	33.80	34.99	36.74	38.76
SF114	SERVICE/TRAIN ATTENDANT	100%	30.41	31.63	32.90	34.38	35.58	36.83	38.67	40.80
SF128	AUTO TRAIN ATTENDANT	75%	22.81	23.72	24.68	25.79	26.69	27.62	29.00	30.60
SF128	AUTO TRAIN ATTENDANT	85%	25.85	26.89	27.97	29.22	30.24	31.31	32.87	34.68
SF128	AUTO TRAIN ATTENDANT	90%	27.37	28.47	29.61	30.94	32.02	33.15	34.80	36.72
SF128	AUTO TRAIN ATTENDANT	95%	28.89	30.05	31.26	32.66	33.80	34.99	36.74	38.76
SF128	AUTO TRAIN ATTENDANT	100%	30.41	31.63	32.90	34.38	35.58	36.83	38.67	40.80
SF131	LSA DINER (TIP)	75%	26.53	27.59	28.69	29.98	31.03	32.12	33.72	35.57
SF131	LSA DINER (TIP)	85%	30.06	31.26	32.51	33.97	35.16	36.40	38.22	40.32
SF131	LSA DINER (TIP)	90%	31.83	33.10	34.43	35.97	37.23	38.54	40.46	42.69

Attachment A

Wages Illustrative as calculated by Labor Relations based on language in the Settlement Agreement. Official calculations will be executed by Amtrak’s Corporate Accounting Department each year.

SF131	LSA DINER (TIP)	95%	33.60	34.94	36.34	37.97	39.30	40.68	42.71	45.06
SF131	LSA DINER (TIP)	100%	35.37	36.78	38.25	39.97	41.37	42.82	44.96	47.43
SF132	LSA DINER (TIP)	75%	26.53	27.59	28.69	29.98	31.03	32.12	33.72	35.57
SF132	LSA DINER (TIP)	85%	30.06	31.26	32.51	33.97	35.16	36.40	38.22	40.32
SF132	LSA DINER (TIP)	90%	31.83	33.10	34.43	35.97	37.23	38.54	40.46	42.69
SF132	LSA DINER (TIP)	95%	33.60	34.94	36.34	37.97	39.30	40.68	42.71	45.06
SF132	LSA DINER (TIP)	100%	35.37	36.78	38.25	39.97	41.37	42.82	44.96	47.43
SF134	LSA CAFE/LNG	75%	23.62	24.56	25.55	26.69	27.63	28.60	30.03	31.68
SF134	LSA CAFE/LNG	85%	26.77	27.84	28.95	30.25	31.31	32.41	34.03	35.90
SF134	LSA CAFE/LNG	90%	28.34	29.48	30.65	32.03	33.16	34.32	36.04	38.02
SF134	LSA CAFE/LNG	95%	29.92	31.11	32.36	33.81	35.00	36.22	38.04	40.13
SF134	LSA CAFE/LNG	100%	31.49	32.75	34.06	35.59	36.84	38.13	40.04	42.24
SF135	LSA CAFE/LNG	75%	23.62	24.56	25.55	26.69	27.63	28.60	30.03	31.68
SF135	LSA CAFE/LNG	85%	26.77	27.84	28.95	30.25	31.31	32.41	34.03	35.90
SF135	LSA CAFE/LNG	90%	28.34	29.48	30.65	32.03	33.16	34.32	36.04	38.02
SF135	LSA CAFE/LNG	95%	29.92	31.11	32.36	33.81	35.00	36.22	38.04	40.13
SF135	LSA CAFE/LNG	100%	31.49	32.75	34.06	35.59	36.84	38.13	40.04	42.24
SF137	ACTING TEMP CHIEF	100%	39.45	41.03	42.67	44.59	46.15	47.77	50.16	52.92
SF138	LD READY CREW ATTEN	100%	35.37	36.78	38.25	39.97	41.37	42.82	44.96	47.43
SF139	ACTING CREW BASE SUPERVISOR	100%	39.45	41.03	42.67	44.59	46.15	47.77	50.16	52.92
SF140	YARD POSITION	75%	22.81	23.72	24.68	25.79	26.69	27.62	29.00	30.60
SF140	YARD POSITION	85%	25.85	26.89	27.97	29.22	30.24	31.31	32.87	34.68
SF140	YARD POSITION	90%	27.37	28.47	29.61	30.94	32.02	33.15	34.80	36.72
SF140	YARD POSITION	95%	28.89	30.05	31.26	32.66	33.80	34.99	36.74	38.76
SF140	YARD POSITION	100%	30.41	31.63	32.90	34.38	35.58	36.83	38.67	40.80
SF146	NEC TRAIN ATTENDANTS	75%	22.81	23.72	24.68	25.79	26.69	27.62	29.00	30.60
SF146	NEC TRAIN ATTENDANTS	85%	25.85	26.89	27.97	29.22	30.24	31.31	32.87	34.68
SF146	NEC TRAIN ATTENDANTS	90%	27.37	28.47	29.61	30.94	32.02	33.15	34.80	36.72
SF146	NEC TRAIN ATTENDANTS	95%	28.89	30.05	31.26	32.66	33.80	34.99	36.74	38.76
SF146	NEC TRAIN ATTENDANTS	100%	30.41	31.63	32.90	34.38	35.58	36.83	38.67	40.80

Attachment A

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SF150	ACELA- EMPLOYEE IN CHARGE	75%	26.64	27.71	28.82	30.11	31.17	32.26	33.87	35.73
SF150	ACELA- EMPLOYEE IN CHARGE	85%	30.19	31.40	32.66	34.13	35.33	36.56	38.39	40.49
SF150	ACELA- EMPLOYEE IN CHARGE	90%	31.97	33.25	34.58	36.14	37.40	38.71	40.64	42.88
SF150	ACELA- EMPLOYEE IN CHARGE	95%	33.74	35.09	36.50	38.14	39.48	40.86	42.90	45.26
SF150	ACELA- EMPLOYEE IN CHARGE	100%	35.52	36.94	38.42	40.15	41.56	43.01	45.16	47.64
SF151	SJ TRAIN ATTENDANTS	75%	22.81	23.72	24.68	25.79	26.69	27.62	29.00	30.60
SF151	SJ TRAIN ATTENDANTS	85%	25.85	26.89	27.97	29.22	30.24	31.31	32.87	34.68
SF151	SJ TRAIN ATTENDANTS	90%	27.37	28.47	29.61	30.94	32.02	33.15	34.80	36.72
SF151	SJ TRAIN ATTENDANTS	95%	28.89	30.05	31.26	32.66	33.80	34.99	36.74	38.76
SF151	SJ TRAIN ATTENDANTS	100%	30.41	31.63	32.90	34.38	35.58	36.83	38.67	40.80
SF152	OBS Safety Coordinator	75%	26.53	27.59	28.69	29.98	31.03	32.12	33.72	35.57
SF152	OBS Safety Coordinator	85%	30.06	31.26	32.51	33.97	35.16	36.40	38.22	40.32
SF152	OBS Safety Coordinator	90%	31.83	33.10	34.43	35.97	37.23	38.54	40.46	42.69
SF152	OBS Safety Coordinator	95%	33.60	34.94	36.34	37.97	39.30	40.68	42.71	45.06
SF152	OBS Safety Coordinator	100%	35.37	36.78	38.25	39.97	41.37	42.82	44.96	47.43

Attachment 1 – Scope and Employee Classifications

RULE 1 - SCOPE AND EMPLOYEE CLASSIFICATIONS

(a) Scope:

The terms and conditions of this Agreement shall govern the hours of service, rates of pay, and working conditions of the employees represented by the Amtrak Service Workers Council in the classifications designated herein and such new classifications of positions pertaining to or related to all on-board service and culinary classes on cars and in experimental and preparatory kitchens as are now in service or may be created by the Corporation in the dining, chair, sleeping and parlor cars.

(b) Employee Classifications:

1. Chefs
2. Food Specialists (Cooks)
3. Service Attendants (Waiters and Pantrymen)
4. Lead Service Attendants (In Charge of Diner)
5. Lead Service Attendants (Other than Diner)
6. Train Attendants¹
7. Auto-Train Attendants
8. **Enroute Cleaners**

(c) Work not traditionally associated with the above classifications may be required of employees qualified to perform such work. This rule recognizes that a certain ebb and flow of on-board services work has existed and will continue to exist and nothing in this agreement grants employees covered by this agreement the right to all on train work to the exclusion of employees of other crafts who are assigned to perform duties on the train.

The application of the change in this rule will not result in the furlough of employees covered by this agreement. It is the purpose of this rule to promote a concept of teamwork on board the trains that will provide quality service to passengers.

(d) If the work of a position is significantly increased on a regular basis, as a result of the application of paragraph 1(c), the Chairman may meet with the Director Labor Relations to review the current pay rates. Such rate may be adjusted by mutual agreement.

(e) Work covered under the scope of this Agreement or paid ASWC rates of pay called special duty will be assigned in accordance with this Agreement. That means if it is extra work, it will be called from the extra board. If the length of time is such that it qualifies as a temporary or permanent assignment, it will be advertised and awarded under the terms of this Agreement.

The Chairman and Labor Relations may make agreements for a special selection process on a case-by-case basis.

¹ Article VII, 2.A. of the December 9, 1998 Agreement.

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) **For employees hired after the ratification date of this Settlement Agreement,** when two or more employees start in the same classification on the same date, they will be placed on the roster with the **last six 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 six 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.

(c) Employees hired before (the ratification date of this Section 6 Agreement) with seniority in the NEC Train Attendant (NECTA) or San Joaquins Train Attendant (SJTA) will be retitled to “Enroute Cleaner.”

Attachments A and Attachments M, both formerly addressing NEC Train Attendant (NECTA) or San Joaquins Train Attendant (SJTA) are deleted which means Enroute Cleaners can be established system-wide. Coach Cleaners, not covered under this Agreement, will not be furloughed as a result of establishing Enroute Cleaners.

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

(d) 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.

(e) 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.

(f) 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

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

handling of corporate funds in other than Chair Cars and Sleeping Cars which do not involve food preparation (i.e., etc.).

(g) 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.

(h) 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.

“Enroute Cleaner” will remain a separate category to perform cleaning on board the train while it is in service. It is not the intent for Enroute Cleaners to replace Train Attendants and Service Attendants on existing routes, or long-haul routes; however, employees may be utilized per section (j), below.

(i) 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 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). **Enroute Cleaner shall constitute the chosen category for Enroute Cleaners, formerly known as NEC Train Attendants or San Joaquins Train Attendants.**

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.

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

(k) An employee who wishes to train in another category must make application in writing to the crew base supervisor indicating his/her choice of category. **Current NECTAs and SJTAs will be given preference provided they demonstrated sufficient fitness and ability.** Current

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.**

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.

(l) 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).

(m) 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

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)

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

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 and Enroute Cleaners]

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).
- (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 7/1/2026, 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 7/1/2027, 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 7/1/2028, 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 7/1/2026, the employee shall be paid 90 percent of the maximum applicable rate of pay for their sixth twelve (12) calendar months of employment.

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

Effective 7/1/2028, 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 ninety days after ratification, employees in their tenth twelve (12) calendar months of employment shall be paid the maximum rate.

Effective 7/1/2025, employees in their eleventh twelve (12) calendar months of employment shall be paid at the maximum rate.

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

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

Effective 7/1/2028, the employee shall be paid 95 percent of the maximum applicable rate of pay for their fifth twelve (12) calendar month period of employment, and employees in their sixth twelve (12) calendar month period of employment shall be paid the maximum rate.

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 4 - BULLETIN AND ASSIGNMENT

- (a) New permanent positions and vacancies known to be more than ~~60~~ **thirty (30)** days' duration shall be bulletined within five (5) days.
- (b) Temporary positions and vacancies not known to be more than ~~60~~ **thirty (30)** days' duration shall be bulletined upon the expiration of ~~60~~ **thirty (30)** days from date they occur.
- (c) Bulletin will show position and description of assignment and will include an on-board services working schedule, which appears as Attachment 'A' herein, and will indicate the complete trip cycle of the schedule of hours to be worked and the specific layover days at home and away-from-home terminals. Bulletins shall be posted at the home terminal and at all layover points in the District for a period of ten (10) days and will be awarded within ten (10) additional days.
- (d) Bid application forms supplied by Amtrak shall be filled out in duplicate by the employee making application for bulletined position. The original and the copy shall be submitted to designated representative of management, and the carbon copy, bearing the signature of designated representative of management, shall be returned to the employee.
- (e) An application from an employee for the position he has just vacated by bidding on another position shall not be allowed.
- (f) Awards of positions will be posted at all report and release sites. Positions will be awarded to the senior applicant in the category.
- (g) The Corporation may reappportion assignments on passenger trains among the various crew bases in order to maximize utilization of all employees assigned to all crew bases in accordance with the requirements of service.
- (h) Regular assignments shall be rebulletined under the following conditions: (a) when a change in the scheduled working time of more than two hours is made; or (b) when a change in the scheduled layover period is made.
- (i) Employees will be afforded an optional displacement once a year. The dates and procedures will be established between designated representatives of the ASWC and the Division Manager of Labor Relations for each crew base. Failure to reach agreement by May 1, 1999, Amtrak will be required to have one annual abolishment.⁸
- (j) Employee must bid during annual or semi-annual bidding process. An employee who fails to bid will be placed on the extra board and paid in accordance with this agreement.

⁸ Replaced per Article VII. 4 of the December 9, 1998 Agreement.

Attachment 4 – 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 emergency conditions, 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.

Employees whose regular positions are abolished during the emergency suspension may be used for extra work and if they decline such extra work their 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 month, or 180 hours less 8 hours for each day during the emergency suspension, whichever is greater.

(d) When forces are increased or vacancies occur, furloughed employees shall be notified **by a trackable method other than Amtrak email** ~~(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 other than Amtrak email (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 5

RULE 11 - EXTRA BOARD

Section I - Filling Vacancies from Extra Board

(a) The Corporation will establish extra board positions for the number of extra employees needed, to be determined by the Corporation. Such extra employees may be used on all positions in accordance with their experience and ability, and will be paid the rate of the position to which they are assigned. Reduction in the number of positions on the extra board will be effected by giving the junior employees five (5) days' advance written notice.

(b) Extra board positions will be composed of the five classes as set forth in Rule 1. Vacancies will be filled by extra board employees on a first-in, first-out basis. When this results in certain employees working less than others, the employees with the least number of hours in the month may be used ahead of others, in order to equalize the earnings as much as possible. However, an employee will only be bypassed for assignment in order to equalize the earnings after the 10th day of the month and if the employee has already earned one hundred hours.

The names of employees on each respective extra board, showing classification, placement and rotation on the board, shall be posted at each crew base daily for employee inspection.

Note: This rule does not require the posting of a hard copy. The extra board may be available on a PC or other electronic device provided the employees have access to the device and the employees have been trained or supplied with written instructions on its use.¹³

¹³Modified per Article VII. 7 of the December 9, 1998 Agreement.

(c) The Local Committee and the management will review and adjust, if necessary, the number of employees assigned to the extra board at each crew base at least quarterly (or more often, if necessary) to enable extra employees to obtain as nearly as practicable 180 hours' work per month.

(d) Extra employees must be available on a five-day per week basis, days of availability to be specified by the Crew Management Center. On such days, if the extra employee is required to be available, the Crew Management Center may require him to report by calling not more than two times or be available for call not more than two two-hour periods each day. **Crew Management Center will call the extra employee at least two (2) times during their designated call period before moving down the call list.** Extra employees are subject to emergency calls if available at any time.

(e) The extra employee will be placed at the bottom of the rotating extra board upon his return from an assignment (before taking layover days), **except if called for a one (1) day Yard assignment.** If an extra employee reaches the top of the extra board list before expiration of his layover period, he will remain at the top, but will not be used (except in emergencies) until expiration of the layover.

Extra employees called for a one (1) day Yard assignment will be placed at the top of the rotating extra board upon completion of the Yard assignment, but will not be used until rested. Using the next available and rested employee on the extra board when the first employee is not rested will not result in any payable claims.

(f) Extra employees will receive the bulletined layover (both away and at home) of the assignment they are filling to a maximum of 48 hours following their return to the home crew base. Extra employees filling assignments with no established layover period will receive a layover equal to the number of hours worked on the assignment to a maximum of 48 hours.

(g) Upon return from an assignment (before taking layover days), the extra employee will report to the Crew Management Center, who will advise him of the length of layover and the two "call in" or "availability" periods for each of the five calendar days following the layover period.

Section II - Filling Vacancies When Extra Board Exhausted¹⁴

¹⁴Modified per Article VII. 1 of the December 9, 1998 Agreement.

When the extra board is exhausted, vacancies will be filled by assigning the senior regular employee at the crew base in the category of the assignment being filled who is on layover and who has made known, in writing, his desire to work additional trips. The senior employee must be able to complete the assignment and be rested in accordance with Rule 11(f) before he is scheduled to report for his next regular assignment.

Nothing in this rule requires the corporation to use an employee: (1) on overtime; (2) if it will cause the employee to be on overtime sometime during the rest of his monthly schedule, or (3) if there are junior employees in the category available whose use would not require overtime or whose use would result in less overtime paid.

Employees who have been taken off their assignments under Rule 10(c) are not eligible for extra assignments.

Note: Available means being on layover at the time the assignment is filled and able to complete all hours of the extra assignment including the scheduled report time.

Note: The penalty for running around a senior employee who would otherwise have been qualified to work will be eight hours at the straight-time rate of the position being filled.

Attachment 6 – 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. Hours paid but not worked under this paragraph (b) will be credited towards guarantee and will count towards overtime.**
- (c) **All other 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 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, 2025,** 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, 2025.**
- ~~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) 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 (**7**) 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~~ **The Organization and Company** will provide at the meeting a list of all known witnesses and **copies of** known documents related to the employee's alleged offense(s).³ 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

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

² Modified per June 1, 2019 Agreement

³ **Videos will be reviewed at the NOI meeting but copies are not required to be provided.**

be scheduled as provided in paragraph (e). If an investigation is to be held, it will be held **no sooner than three (3) calendar days from the date of the meeting, but** 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)~~ **twenty (20)** 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. **Furthermore, provided timely written application is made to the Corporation by the duly accredited representative, the Organization will have the right of discovery to all documents the Corporation intends to enter into evidence for the purpose of proving the charge(s) alleged. The Corporation will have the same right to discovery through the process outlined within.**
- (g) 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.
- (h) 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.
- ~~(i) 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.~~
- ~~(j) 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 (i) (~~k~~) of this rule.⁴

- (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 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 between the Highest Designated Officer and designated Organization representative and/or the employee. 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. The parties will transition to solely electronic correspondence effective January 1, 2025.
- (m) The time limits of this rule shall not apply to requests for leniency.

Expungement of Discipline

⁴ New paragraph added per Article V, Section 3 of the April 1, 2004 Agreement.

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 ~~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 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 – Rule 45

RULE 45 - HOLIDAYS

(a) Regular or extra employees required to work on the designated **actual date of the** holidays will receive ~~a four (4) hour payment~~ **time and ½** at the applicable rate of pay. **The additional ½ time** 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.

(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 13 – 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 14 – New Rule – Amendment to the New Hire Training Program¹

- (a) ASWC Trainers/Mentors will be solicited on a voluntary basis; however Management maintains the right to assign Trainers/Mentors.**
- (b) 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/Mentors 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 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.**

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.

¹ Replacing the Letter Agreement dated October 12, 2009.

Attachment 15 – 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.

**Frontline Employee Paid Parental Leave Program
Frequently Asked Questions (FAQs)**

Q: When can the ten (10) weeks of Paid Parental Leave start being used?

A: Effective January 1, 2025, as long as the employee has been in 365 days of active service with Amtrak and the newborn is within its first year of birth (including surrogacy) or placement through adoption.

Q: Does the ten (10) weeks of Paid Parental Leave have to be taken all at one time?

A: No. It may be taken in shorter increments, but no shorter than a two (2) week block.

Q: Am I eligible to take Paid Parental Leave in 2025 if I had a birth or placement through adoption in 2024?

A: Yes. As long as you have 365 days of active service with Amtrak and the newborn is within its first year of birth (including surrogacy) or placement through adoption. Births or placements on or before January 14, 2024, are not eligible because you are required to take Paid Parental Leave in a two (2) week block.

Q: Am I eligible for PPL if I took bonding leave in 2024?

A: Yes. Eligible employees are entitled to the full 10 weeks of PPL.

Q: Does an employee have to start taking Paid Parental Leave right away if medically disabled?

A: The employee may wait until the medical disability ceases to begin the Paid Parental Leave.

Q: If an employee decides to break up the ten (10) weeks of leave, can management decide how it is broken up?

A: No.

Q: Can my request for Paid Parental Leave be denied by a manager?

A: Local management may not deny the leave; however, the employee needs to work directly with their manager and Leave Management (LeaveManagement@amtrak.com).

Q: Are the ten (10) weeks of Paid Parental Leave in addition to the unpaid family medical (FML) and maternity leaves provided by some collective bargaining agreements?

A: These would run concurrently as paid leave with any of the unpaid family medical (FML) and maternity leaves in the collective bargaining agreement provisions.

Q: An employee had a qualifying event in 2024 and has been taking PTO/vacation. Will that employee still qualify in January 2025 for Paid Parental Leave?

A: Yes, provided the employee meets the active service requirements and the Paid Parental Leave event is within one year of the qualifying event.

Q: Can an employee be paid for Paid Parental Leave if they are the grandparent and the newborn or adopted child lives in the same household as the employee?

A: No.