

**AGREEMENT
BETWEEN
KEOLIS COMMUTER SERVICES
AND
INTERNATIONAL ASSOCIATION
OF
MACHINISTS**

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THIS AGREEMENT is made this 4th day of October 2018, by and between the Keolis Commuter Services, hereinafter referred to as the Carrier or KCS, and the International Association, of Machinists hereinafter referred to as the Organization or IAM. Unless otherwise specified, its terms are applicable only to persons represented by the Organization. This agreement is subject to the ratification of the bargaining unit members currently employed by the Carrier. The Organization shall promptly initiate its ratification procedures and advise the Carrier of the result.

DURATION: 6 years (7/1/16 through 6/30/22)

Note: If the Keolis contract is renewed, the contract will be extended by twelve (12) months from the 7/1/22 amendable date. However, the parties agree that Section Six notices may be exchanged by party on or after 7/1/22.

If the Keolis contract is not renewed, the contract will be amended on 7/1/22 and no contract extension will be granted.

*The 6/30/22 increase in the PPO and EPO contributions will only become effective if the Keolis contract is renewed.

ARTICLE I - WAGES

(a) General Wage Increases.

Effective July 1, 2016, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of point 5 percent (.5%). Subsequent general wage increases shall be as follows:

July 1, 2017 – 1.5 percent
July 1, 2018 – 2.5 percent
July 1, 2019 – 2.5 percent
July 1, 2020 – 2.5 percent

July 1, 2021 – 3.0 percent
June 15, 2022– 3.0 percent

Retroactive wages: After full and final ratification by the membership, retroactive pay will be paid to eligible employees within sixty (60) days. The term “Eligible Employees” will mean:

1. Any employee who is active on the date of payment to employees or,
2. Any employee who retired between the amendable date (7/1/16) until their date of retirement, or
3. Any employee who died between the amendable date (7/1/16) until their date of death who has a named beneficiary under the Company’s life insurance plan, or
4. Any employee who has been terminated and has been or might be reinstated, or
5. Employees on authorized leave of absence will receive their retroactive payment upon their return to active service.

H&W COST SHARING:

FOR PPO PLAN

7/1/18:	\$125 per month (\$25 per month increase)
7/1/19:	\$150 per month (\$25 per month increase)
7/1/20:	\$175 per month (\$25 per month increase)
7/1/21:	\$200 per month (\$25 per month increase)
6/30/22:	\$225 per month (\$25 per month increase) *

FOR EPO PLAN (75% of PPO Employee Contributions). Figures are rounded to the nearest dollar, where applicable

Eff. 4/1/19:	\$94 per month
7/1/19:	\$113 per month
7/1/20:	\$131 per month
7/1/21:	\$150 per month
6/30/22:	\$169 per month*

H&W PLAN DESIGN

CHANGES:

All employees hired on or after 4/1/19 will only be eligible to participate in the EPO. In addition, any incumbent employee who would like to participate the in EPO may do so during each annual open enrollment period.

In the year in which the new hire employee has completed five (5) years of service, he/she will be able to switch to the PPO and will not be required to remain in the EPO.

See attached plan design summary. Plan design changes will become effective 4/1/19 with open enrollment from 3/1/19-3/31/19. Notice of the plan changes will be communicated to employees at least 60 days prior to the effective date of 4/1/19.

The Company agrees that the coverage provided under the UHC network for the PPO Plan will also apply to the EPO Plan.

WORK RULES:

1. RULE 3 -VALIDATING APPLICATIONS:

- Applications for newly hired *employees* shall be approved or disapproved within one hundred and twenty (120) working days after applicants begin work.
2. Unexcused Absences (AWOL). Employee who absent themselves from work for three consecutive days without notifying the Carrier will be considered as having resigned from the service and will be removed from the seniority list.
 3. Training – Parties agree to discuss this proposal following ratification
 4. Failure to Qualify - Modify the length of time to demonstrate ability to perform a job from 20 calendar days to 30 working days.
 5. Personal Days incorporate language from the implementing agreement dated 5/13/2014
 6. Changing Name from Amtrak to Keolis. Carrier is defined as Keolis Commuter Services (KCS)
 7. Company agrees to establish Martin Luther King, Jr. Holiday, effective 2019.

