

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS (IAMAW)**

WAGE AND RULE AGREEMENT

THIS AGREEMENT, effective June 2, 2023, or as specifically otherwise indicated, by and between National Railroad Passenger Corporation (Amtrak), and the International Association of Machinists and Aerospace Workers, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I – WAGES

Section 1 -First General Wage Increase

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

(b) Disposition of Fractions -

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

(c) Application of Wage Increases -

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

Section 2 - Second General Wage Increase

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

Section 3 - Third General Wage Increase

Effective 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 – Apprentice Rates of Pay

Effective July 1, 2023, the starting rate of pay for a Machinist Apprentice will be 85% of the journeyman hourly rate.

On the first of the month after their one-year anniversary in the apprenticeship program, the apprentice’s rate of pay will be 90% of the journeyman hourly rate.

On the first of the month after their two-year anniversary in the apprenticeship program, the apprentice’s rate of pay will be 95% of the journeyman hourly rate.

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 2024 plan year.
- (b) Starting with the benefit year of 2024, AmPlan I participants may elect into

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

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 as provided below:
- i) Current AmPlan III participants hired in calendar year 2019 will be eligible to elect into AmPlan I for the benefit year of 2024.
 - ii) 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, 2024

- (a) The Plan's co-payments per employee prescription for non-preferred drugs¹ are revised as follows:
 - i) Prescription Drug Card Program at in-network pharmacies = \$60
 - 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 coverage²

¹ 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.

² 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.

- (f) Employees under AmPlan I or III may elect to participate in a CVS program that provides \$0 co-pays for specialty drugs.¹
- (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) The Dental Plan Provider will be put out for bid in 2023 for 2024 implementation. The plan design will be as shown below, with no employee contribution for coverage²:

¹ 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.

² Representative treatments in Types A-C:

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

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

Group	Proposed DMO	Proposed PPO
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 - \$60 copay	80%
Type C (Major)	\$85 - \$230 copay	60%
Ortho - Cost-Share	\$250 - \$1,800 copay	60%
Ortho - Max	No Maximum	\$2,500

- (j) Eligibility for Dental Plan coverage will mirror that of Health Plan eligibility.
- (k) Ability to add Guardian Health Nurses mobile program.
- (l) Employees may elect to participate in health care concierge service (high quality provider search, bill review, second opinions, booking appointments).
- (m) 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 2023, each employee covered by AmPlan III shall continue to contribute \$170.00 for each month that the employee met the qualifying requirement for active employees for health benefits coverage for themselves and/or their dependents.
- (c) Effective January 1, 2024, each employee covered by AmPlan III shall contribute \$150.00 for each month that the employee met the qualifying requirement for active employees for health benefits coverage for themselves and/or their dependents.
- (d) Effective January 1, 2024, each employee covered by Kaiser Permanente shall contribute \$100.00 for each month that the employee met the qualifying requirement for active employees for health benefits coverage for themselves and/or their dependents.
- (e) Effective January 1, 2024, 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 TIME NOT WORKED

Section 1 – Martin Luther King Day

Effective January 1, 2024, Martin Luther King Day is added to the list of contractual holidays designated under Rule 38 and Appendix A of the agreement.

Section 2 – Bereavement Leave

Effective upon ratification, amending Rule 20:

Bereavement leave, not in excess of three consecutive work days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent, half-sibling, step-sibling, stepparents or step-children. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with

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.

their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

- (a) An employee will have the following options in deciding when to take bereavement leave:
 - i) 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;
 - ii) three consecutive work days, encompassing any funeral or memorial service.

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

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

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

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

A-3 Yes.

Section 3 - Paid Parental Leave

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

within the first year of birth or placement; subject to the following:

- (a) The employee has been in active service with Amtrak for at least three hundred sixty-five (365) days.
- (b) The employee would otherwise be in active service with Amtrak absent the use of Paid Parental Leave.
- (c) Paid Parental Leave shall be at the hourly rate of the position to which the employee is assigned.
- (d) Management will have the option to fill, partially fill or not fill the vacancy of an employee who is absent on account of Paid Parental Leave. The vacancy resulting for an employee taking Paid Parental Leave will not be bulletined. Should a senior employee displace onto the vacancy, the employee on Paid Parental Leave will have the options of Rule 22 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) For purposes of this agreement, Sections 2.0, 4.0 and 5.2 of APIM 7.5.2 (which refer to management employees) are inapplicable and the terms of this agreement are controlling.

Section 4 – Paid Time Off

Rule 39 and Appendix C (The December 17, 1941, National Vacation Agreement) is replaced by the Paid Time Off (PTO) Agreement (see Attachment A).

Rule 54 Personal Leave is removed and superseded by the new PTO Agreement.

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

ARTICLE IV – COMPANY EMAIL REQUIREMENT

Section 1 – New Rule Company Email Requirement

The parties recognize that this provision is not subject to negotiations, however, for sake of clarity, the parties have agreed to insert this provision into the Collective Bargaining Agreement. It is acknowledged all employees may receive any

communications that would be provided to an address of record by way of traditional mail services through electronic means. Amtrak and its vendors will communicate with employees through an Amtrak email address furnished to each employee by Amtrak to provide various information and notices – both companywide and information specific to the individual – including but not limited to notices from Human Resources, Employee Benefits, and other departments.

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

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

Section 2 – Implementation of New Rule

The parties will meet within 90 days of ratification to reach agreement on implementation.

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 6th DAY OF JUNE, 2023.

**FOR THE NATIONAL
RAILROAD PASSENGER
CORPORATION:**

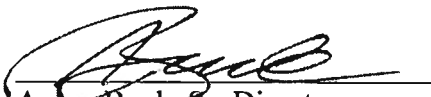


Andrea Gansen, Vice President
Labor Relations

**FOR THE INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS:**



Daniel N. Tavares III, General Chairman



Aaron Buck, Sr. Director
Labor Relations