

**IMPLEMENTING AGREEMENT
BY AND BETWEEN
ALSTOM TRANSPORT SERVICES INC.
AND**

**THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL,
AND TRANSPORTATION WORKERS – TRANSPORTATION DIVISION**

WHEREAS, Alstom Transport Services Inc., (hereinafter “Alstom”) has agreed to assume the responsibilities for the operation of the Metrolink Commuter Rail System (hereinafter “Metrolink”), for the Southern California Regional Rail Authority (hereinafter “SCRRA”), defined within contract MSOP158-24, effective as of the Commencement Date (on or about July 1, 2025);

WHEREAS, it is the desire of the parties to this Implementing Agreement to avoid any interruption of service in the interests of the public and to minimize impact on the commuter rail employees of Amtrak, the operator of Metrolink prior to the date of transition;

WHEREAS, the assumption of this operation will result in the establishment by Alstom of comparable positions necessary to perform certain work formerly performed by commuter rail employees of Amtrak as the operator;

WHEREAS, the parties acknowledge that this Implementing Agreement does not supersede the obligations, if any, arising pursuant to 49 U.S.C. § 5333(b) (Section 13(c) of the Federal Transit Act), or the applicable 1977 Section 13(c) Agreement, and is thereby subject to the terms of any labor protective arrangements arising out these obligations as applicable to Amtrak and;

WHEREAS, Alstom will offer priority of employment to all Amtrak employees currently assigned by Amtrak in the provision of all Metrolink services required by Contract MSOP158-24.

NOW, THEREFORE, IT IS AGREED:

PART I

1. Alstom recognizes The International Association of Sheet Metal, Air, Rail, and Transportation Workers – Transportation Division (hereinafter “SMART-TD”) or “Organization”) as the exclusive bargaining representatives of the Passenger Conductors to be employed in the service covered by this Implementing Agreement. Alstom further recognizes that the SMART-TD/Amtrak Codified January 29, 1986, Off Corridor Agreement, as amended October 27, 1999, March 17, 2008, April 17, 2013, January 11, 2018, and the September 18, 2024 Wage and Rule agreement, between SMART-TD and Amtrak will continue in effect until modified pursuant to the terms and conditions of the Railway Labor Act, except as specifically provided herein. During this time Alstom will enter into negotiations in 2026 with The International Association of Sheet Metal, Rail, Air, and Transportation Workers – Transportation Division.

2. The Implementing Agreement noted below will become effective and applicable to employees performing service on the Metrolink contract upon the assumption of service by Alstom. Nothing in this Implementing Agreement is intended to, or shall be construed to provide additional pay, benefits, or coverage of specific Collective Bargaining Agreement provisions to Alstom employees which were not applicable to them during their employment with Amtrak, except as specifically provided herein.
3. The service covered by this Implementing Agreement will be a single seniority district by craft and the employees securing a position in accordance with this Implementing Agreement will be placed on this roster and identified as the "Metrolink Passenger Conductor Seniority District Roster." There will be no combining of rosters with the Metrolink service or any other service; including Arrow Service.
4. Alstom will provide the General Chairman of the Organization with not less than thirty (30) calendar days written notification of Alstom's assumption of the operation, this notice will list the number of positions authorized to be established by Alstom.

Within forty eight hours (48) hours of the adoption of this agreement, Alstom will deliver, by certified mail (or similar courier service with return receipt, i.e. Fedex), return receipt requested, to the home address of all qualified Amtrak employees defined in Paragraph A below, a conditional offer of employment, along with other required documents (such as those described in Appendix A and B). These documents must be completed and returned to Alstom no later than Wednesday, February 12, 2025, postmark to govern, with a copy to the SMART-TD General Chairman, in order for the Amtrak employee to be eligible for further participation in the employment process set forth in this Agreement. Alstom shall have no further obligations to individuals who fail or decline to return the requisite completed documents within the time prescribed. Those Amtrak employees who timely complete the process described in this paragraph are referred to hereinafter as "eligible Amtrak employees." Employees other than those specified in paragraph B, below, who timely complete the process described in Side Letter 1, will also be considered eligible Amtrak employees for purposes of Alstom's application pool referenced in Section 5 below.

- A. The positions to be established by Alstom will be advertised on or before May 26, 2025, also by mail or similar courier with return receipt, for a period of ten (10) calendar days via special bulletin notice to the following Amtrak employees:
 - a. All Passenger Conductors working in Amtrak Work Zone CS3.

The advertisement of positions will show the Alstom location, run description, primary duties, starting time, rest days, and rate of pay. The bulletin notice will contain the following statement:

"This will serve as notice that these positions will be established for Alstom for the Metrolink service effective as of the Commencement Date (on or about July 1, 2025). Applications will be accepted only from employees who have declared their eligibility by applying to the bulletin. Only those applications postmarked, via email,

or personally delivered to the office of the Alstom Human Resources and receipt obtained by June 9, 2025, will be accepted."

If an individual currently working in Amtrak Work Zone CS3 did not receive an offer of employment with Alstom as outlined in this section, and believes they should have received an offer, the parties agree to meet and discuss resolution, if necessary.

5. a. Eligible Alstom employee applications will be accepted and processed in seniority order based upon their standing on the Amtrak Passenger Conductors' National Seniority Roster; provided, however, that a Passenger Conductor with prior rights to Amtrak Work Zone CS3 shall be placed on the Metrolink Roster ahead of non-prior rights Zone CS3 employees in the same relative order as he/she stands on the Work Zone CS3 Roster.

b. Eligible Amtrak employees who apply for but are unable to secure a position under this Implementing Agreement because of insufficient seniority, prior to Alstom assuming service, will be placed in an Alstom application pool.
6. Pursuant to the above sections of the Implementing Agreement any eligible, qualified Amtrak employee that is inactive for all or part of the application period or who is hired into Alstom Passenger Conductor Metrolink Seniority Roster subsequent to the application period, shall have the right to make application within five (5) calendar days of their return to active status or entry into the service. Alstom's definition of inactive Amtrak employees is defined as an Amtrak employee that is on inactive employment status for reason of sickness, pregnancy, temporary or occupational disability, disciplinary suspension, military leave of absence, furlough, vacation or leave of absence (except set forth in sections above). Such Passenger Conductor possessing sufficient seniority to have been selected in accordance with the above paragraphs will be placed on the Alstom Passenger Conductor Metrolink Seniority Roster as if they had been in active status during the original application period, and will exercise their seniority in accordance with the applicable provisions of the Collective Bargaining Agreement. Those Employees in this category, who upon return to active status, lack sufficient seniority to have been selected in accordance with above paragraphs, will be placed in the application pool with the same relative standing they would have had if they had been in active status during the original application period.
7. Employees who were granted leaves of absence to take promotion to management (non-agreement) positions on Alstom will have the option to accept employment as a Passenger Conductor as set forth in above paragraphs. If electing to accept a management position with Alstom for the Metrolink service prior to the July 1, 2025, Commencement Date, they will retain any relative seniority on the Alstom Passenger Conductor Metrolink Seniority District Roster.
8. Except as provided herein, existing contractual provisions pertaining to probationary period will not be applicable to those Amtrak employees who accept employment with

Alstom pursuant to the terms of this Implementing Agreement. As a result of their acceptance of such employment, Amtrak employees who have not completed their probationary period prior to their acceptance of employment with Alstom shall remain on probation until the end of said period.

9. Eligible Alstom employees will be required to sign a release of Drug and Alcohol Records as defined by 49 CFR Part 40 (Appendix A) authorizing Amtrak to provide Alstom with a copy of the employee's Amtrak Drug and Alcohol records. Amtrak employees will be required to execute an additional release authorizing Amtrak to provide a list of certification and safety records as defined in Appendix B to Alstom as a condition of employment by Alstom.
10. Eligible Amtrak employees will begin their employment with Alstom with a clean disciplinary record. This means that no Amtrak discipline will be used by Alstom when issuing discipline. However, an exception to this will be in regards to previous drug and alcohol violation that resulted in a Waiver Agreement and probationary period that is still in effect on the effective date of this Implementing Agreement or employees that entered into a voluntary counseling program will be considered still bound by the terms of such arrangement while employed by Alstom. This will include, but not be limited to, obligations of ongoing participation in EAP counseling, follow-up/random testing, and/or any other condition agreed to in conjunction with the Waiver Agreement.
11. Compensated days and years of service currently recognized by Amtrak shall be used in determining eligibility for vacation entitlements for Amtrak employees who accept a position with Alstom pursuant to this Implementing Agreement. Alstom anticipates it will receive information from Amtrak outlining such information, as well as the number of vacation and personal days each employee is to have available for the 2025 vacation year but has not taken for the calendar year. For the remainder of 2025, all employees will be entitled to use any remaining vacation and personal days, which will be taken as unpaid time off with Alstom.

For 2026, Alstom will base the allotment for vacation entitlements on the full 2025 calendar year, meaning they will credit compensated days and years of service toward determining eligibility from the time spent working with Amtrak. However, any time off paid by Amtrak will be taken as unpaid time off under Alstom. The remaining time off will be provided by Alstom and paid accordingly. In the event an employee earns their full 2026 entitlement prior to employment with Alstom, and Amtrak pays out this 2026 entitlement in full, the 2025 earnings with Alstom will be factored into the 2026 1/52 vacation rate of pay. This means Alstom would pay any difference in the vacation pay for the week(s)/day(s) the employee takes vacation in 2026.

An individual employee who disputes the correctness of the information provided by Amtrak may request further review. In the event of disagreement, the Local Chairman and Local Human Resources (or his/her designate) will meet for the purpose of informally resolving the dispute. In the event this disagreement cannot be resolved, it will be subject to the grievance procedure as set forth in the Collective Bargaining

Agreement.

12. Alstom is required to bargain with the duly authorized representatives of employees to reach collective bargaining agreements covering its employees before the Commencement Date (on or about July 1, 2025) in order for the transfer of service from Amtrak to be completed.

Alstom and SMART-TD agree to meet to finalize respective Collective Bargaining Agreements for Conductors on the premise that current wages, benefits, and working conditions remain as in current Amtrak agreements as well as this Implementing Agreement.

13. There shall be no pyramiding or duplication of any benefit(s) in the application of any portion of this Implementing Agreement.

14. Sign-On Bonus Effective immediately on the date of Alstom's assumption of the SCRRA Metrolink service, each eligible employee covered by this Implementing Agreement who remains employed by Alstom will be entitled to a lump sum sign-on bonus of three thousand dollars (\$3,000). Alstom will make every reasonable effort to pay this within thirty (30) days from Alstom's assumption of the SCRRA Metrolink service. Alstom will also pay two thousand dollars (2,000), one year from the Commencement Date as long as the employee remains with Alstom for one full year of employment.

15. The basic wage rates effective upon Alstom assumption of service for SMART-TD on the Metrolink Commuter Rail Service contract will be as follows:

A. Passenger Conductor, as of July 1, 2025 - \$48.13

Cost of Living Adjustments or are eliminated and not applicable under this agreement.

Effective January 1, 2026, all passenger rates of pay in effect December 31, 2025, for employees covered by this agreement, shall be increased in the amount of one (1) percent.

Effective July 1, 2026, all passenger rates of pay in effect June 30, 2026, for employees covered by this agreement, shall be increased in the amount of four and one half (4.5) percent.

Effective July 1, 2027, all passenger rates of pay in effect June 30, 2026, for employees covered by this agreement, shall be increased in the amount of five (5) percent.

Effective January 1, 2028, all passenger rates of pay in effect December 31, 2027, for employees covered by this agreement, shall be increased in the amount of one (1) percent.

Effective July 1, 2028, all passenger rates of pay in effect June 30, 2028, for employees covered by this agreement, shall be increased in the amount of five and one half (5.5) percent.

Effective December 1, 2028, all passenger rates of pay in effect November 30, 2028, for employees covered by this agreement, shall be increased in the amount of one and one half (1.5) percent.

- B. Rates of pay resulting from application of paragraphs inclusive above, which end in fractions of a cent shall be rounded to the nearest whole cent, fractions of one-half cent or more shall be increased to the nearest full cent.

16. Health Care and Associated Benefits:

1. Plan Changes

Alstom recognizes its obligation pursuant to the Operating Agreement between Alstom and SCRRRA to provide health and welfare benefits comparable to those in effect on Amtrak as of the day prior to Alstom's commencement of service. Alstom has sought input and participation from the Organization in its fulfillment of the obligation, and prior to date of commencement of service, the parties will reach mutual agreement that the health and welfare benefits established by Alstom as of the date operations commence satisfy such obligations. This agreement also acknowledges any negotiated changes to Health and Welfare benefits.

It is acknowledged that the plan will include provisions comparable to those in effect on Amtrak as of the day prior to Alstom's commencement of service including, but not limited to; retirement coverage at age 60 (Early Retiree coverage ending at age 65), a premium waiver and extended coverage for employees and dependents when an employee ceases work due to sickness, pregnancy, disability, or injury, and recognition that such obligations may extend beyond the end date of any agreement for Alstom to operate the service. In addition, the plan will provide an "opt out" payment of not less than \$100.00 per month to employees who decline Alstom coverage due to coverage under another plan. Employees would need to decline Alstom medical, dental and vision coverage to be eligible for opt out payment. Said payment will be made in a lump sum payout in the month of December.

a. Continuation of Health and Welfare Plans

Benefits equivalent to the current AmPlan 1, AD&D, and Life Insurance coverage, modified as provided in this Article with respect to employees represented by the Organization and their eligible dependents, will be continued subject to the provisions of the RLA.

An equivalent Highmark BCBS AmPlan 1 plan will be effective on or about July

1, 2025 (commencement date). Any Alstom new hires outside of the process outlined in Part 1 of this agreement will only be eligible to enroll in the Highmark BCBS PPO Plan upon hire.

Employees who submit application as per Side Letter 1 and are hired by Alstom on or about July 1, 2025 (Commencement Date), will be eligible to elect the Highmark BCBS AmPlan 1 Plan equivalent.

b. Medical Coverage

In addition to Alstom providing benefits equivalent to the current AmPlan 1 Plan, Alstom will provide a Highmark BCBS PPO Plan. Alstom will provide plan details and coverage information in Appendix C for Highmark BCBS PPO Plan.

Only those accepting offers with Alstom as outlined in Part 1, Section 4 of this agreement, will be eligible to the AmPlan 1 Highmark BCBS equivalent medical plan. These individuals will have the ability to elect either medical plan option upon hire, during open enrollment or upon qualifying life changing event. All other individuals hired will be eligible to the Highmark BCBS PPO medical plan.

In addition, the plan will provide an "opt out" payment of not less than \$100.00 per month to employees who decline Alstom coverage due to coverage under another plan. Said payment will be made in a lump sum payout in the month of December.

c. Dental Coverage

MetLife Dental Advantage Plan – please see Appendix D for plan details and coverage

d. Vision Coverage

EyeMed – please see Appendix E for plan details and coverage

2. Employee Cost Sharing of Plan Cost Amounts

Employee cost sharing contributions towards Medical and Prescription drug coverage (Highmark BCBS PPO or Highmark BCBS AmPlan 1 equivalent), Dental, Vision, AD&D, and life insurance coverage under this contract will be as follows:

- a. Effective on or about July 1, 2025 (Commencement Date or hire date if sooner), each employee covered by Highmark BCBS PPO shall contribute \$215.00 for each month that the employee met the qualifying requirement for active employees for health benefits coverage for themselves and/or their dependents. Employees cost sharing contributions shall be made on a bi-weekly pre-tax basis pursuant to section 125 Cafeteria Plan.

- b. Effective on or about July 1, 2025 (Commencement Date), each employee covered by Highmark BCBS AmPlan 1 equivalent 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. Employees cost sharing contributions shall be made on a bi-weekly pre-tax basis pursuant to section 125 Cafeteria Plan.
- c. Effective on January 1, 2026 (Commencement Date), each employee covered by Highmark BCBS AmPlan 1 equivalent shall contribute \$285.00 for each month that the employee met the qualifying requirement for active employees for health benefits coverage for themselves and/or their dependents. Employees cost sharing contributions shall be made on a bi-weekly pre-tax basis pursuant to section 125 Cafeteria Plan.
- d. Enhanced coverage for family planning:
 - i. Coverage of vasectomies (non-reversals) would be a covered benefit under the normal cost share of the plan under the Highmark BCBS PPO Plan
 - ii. Employees will have the ability to participate in fertility coverage through Progyny Smart Cycles
- e. Hearing aids under the Highmark BCBS PPO Plan would be a covered benefit under the normal cost share of the plan.
- f. The Plan Life Insurance benefit for active employees shall be \$50,000. The Plan's maximum AD&D shall be \$25,000
- g. Optional Life Insurance/Accidental Death and Dismemberment (ADD) – Employees will be eligible to purchase additional coverage for themselves and their dependents
- h. However, there will be a carve out for employees who only elect Dental benefits. These amounts are below for employees only electing Dental benefits-
 - i. Employee: \$10.78
 - ii. Employee + 1: \$24.80
 - iii. Family: \$30.38

3. Paid Parental Leave

- a. Effective date of assumption of service, Alstom shall grant Paid Parental Leave to those employees covered under this Agreement. The leave will consist of ten (10) weeks of paid leave to bond with a newborn (including surrogacy) or a child

that has been placed with an employee for adoption, within the first year of birth or placement; subject to the following:

- iii. The employee has been in active service with Alstom for at least three hundred and sixty-five (365) days. With the exception of the assumption of service date, July 1, 2025; said requirement will be based off the previous employers (Amtrak) active service.
- iv. The employee will be paid at the hourly rate of the position to which they are assigned.
- v. Paid Parental Leave must be taken in no less than two week increments, not exceeding ten total compensated weeks.
- vi. Employees on Paid Parental Leave who engage in other employment while on such leave will be subject to discipline as delineated within Agreement Rule 26, unless arrangements are agreed upon between Alstom and the SMART-TD.

4. Early Retiree Health Care Coverage.

- a. Highmark BCBS – Please see Appendix F for plan details and coverage. Employees receiving such benefits shall not be required to make any cost-sharing premiums.

5. Employee Accounts.

- a. Alstom will make available employee account plans such as 401(k) and flexible spending accounts.

6. No Pyramiding.

- a. There shall be no pyramiding or duplication of benefits in the application of any part of this Implementing Agreement.

17. General Provisions:

- A. This Implementing Agreement is subject to ratification by the Organization in accordance with its internal rules and procedures if applicable.
- B. Any grievance or arbitration raised by SMART-TD membership prior to Metrolink service transfer to Alstom (on or about July 1, 2025) will remain with Amtrak. Only new claims thereafter July 1, 2025 will be covered under this Implementing Agreement with Alstom and its applicable articles.
- C. This Implementing Agreement shall become effective on January 28, 2025,

and shall continue in effect thereafter unless or until changed pursuant to the terms of the Railway Labor Act or the Collective Bargaining Agreement, as amended.

- D. This Article will not bar management and the organization from agreeing upon any subject of mutual interest.
- E. The parties agree to meet to resolve issues relating to the change in operations that may have been overlooked in preparing this Implementation Agreement.
- F. This Implementing Agreement does not supersede any responsibility which Alstom may be required to take under federal or other laws, federal or state regulations, or labor protective arrangements applicable to Alstom by virtue of Section 13(c) of the Federal Transit Act or an applicable 13(c) Agreement.
- G. All employees covered by this Agreement shall become members of SMART-TD pursuant to the requirements of the Union Shop Agreement. Also, employees shall be paid every two (2) weeks on Friday by direct deposit. The required monthly dues and voluntary political contributions will be made by automatic payroll deduction on the first payroll payment of each month.
- H. Alstom will provide to the Organization's General Chairman, on a monthly basis, a breakdown of the represented by employees name, status, and address with applicable Organization deductions (monthly dues and voluntary political contributions) for the pay period covered.

PART 2

Uniform Agreement:

Effective on or about July 1, 2025, the following Metrolink uniform will be required to be worn by all Alstom Conductors working in Metrolink service. Alstom will issue sufficient number of uniforms for each new employee.

Standard Metrolink uniform items include jacket, pants, shirts, ties, belt and Metrolink badge.

Rule 2 – Classifications and Basis of Pay

Add new paragraph to read as follows:

For the purposes of Payroll calculation the work week will be a period of seven (7) consecutive days beginning with Sunday at 12:01 a.m.

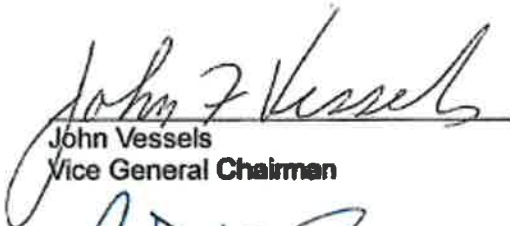
Note: Any references to work week, as found through Agreement(s) will be modified to reflect "Sunday" as start of the work week.

Signed this 28th day of January 2025 to officially implement this document as the
Implementing Agreement between the following parties:

For the Organization:



Rick Pauli
General Chairman



John Vessels
Vice General Chairman

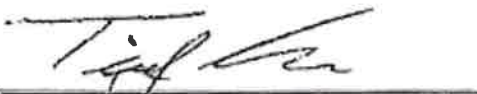


Javier Ramirez
General Committee Secretary



David Wier, Jr.
Vice President

For Alstom Transport Services Inc:



Tim Bunda
Industrial Relations Manager US



Jeff Gaffney
General Manager of Operations and Maintenance Services



Ken Thomas
Operations Superintendent