

SHEET METAL AIR RAIL TRANSPORT (SMART)

TRANSPORTATION DIVISION – GO 769

WAGE AND RULE AGREEMENT

THIS AGREEMENT, effective September 18, 2024, or as specifically otherwise indicated, by and between National Railroad Passenger Corporation (Amtrak), and SMART-TD GO 769, 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 January 1, 2026, all rates of pay in effect on December 31, 2025, for employees covered by this Agreement shall be increased in the amount of one (1) 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, 2026, all rates of pay in effect on June 30, 2026, 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 6 shall be applied in the same manner as provided for in Section 1 hereof.

Section 7 – Seventh 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 7 shall be applied in the same manner as provided for in Section 1 hereof.

Section 8 – Eighth General Wage Increase

Effective January 1, 2028, all rates of pay in effect on December 31, 2027, for employees covered by this Agreement shall be increased in the amount of one (1) percent. The increase provided for in this Section 8 shall be applied in the same manner as provided for in Section 1 hereof.

Section 9 – Ninth 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 9 shall be applied in the same manner as provided for in Section 1 hereof.

Section 10 – Tenth General Wage Increase

Effective December 1, 2028, all rates of pay in effect on November 30, 2028, for employees covered by this Agreement shall be increased in the amount of one and one-half (1.5) percent. The increase provided for in this Section 10 shall be applied in the same manner as provided for in Section 1 hereof.

Section 11 – Retroactive Payments

- (a) Retroactive payments that result from the implementation of this Article will be made as soon as practicable, with the intention to be made to employees within, but no later than, 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.

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 and will be available for the 2026 plan year.
- (b) Starting with the benefit year of 2026, AmPlan I participants may elect into an available Kaiser option or AmPlan III.
 - i) AmPlan I participants who elect into AmPlan III can return to AmPlan I in subsequent enrollment periods.
 - ii) AmPlan I participants who elect into an available Kaiser option may return to AmPlan I in subsequent benefit years.
- (c) AmPlan I will be closed to employees hired or transferred into the craft after the date of ratification.

Section 2 - Plan Design Changes effective January 1, 2026

- (a) AmPlan III 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 III deductible will increase to:
 - i) Individual = \$500
 - ii) Family = \$1,000
- (c) 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
- (d) Employees under AmPlan I or III may elect to participate in a CVS program that provides \$0 co-pays for specialty drugs.²
- (e) 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.
- (f) Effective 1/1/2024, the Dental Plan will be managed by Amtrak and the plan design will remain the same as for 2023. The plan design will be as shown below, effective 1/1/2026, 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	Aetna DMO	Aetna 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 - \$112 copay	80%
Type C (Major)	\$85 - \$423 copay	60%
Ortho - Cost-Share	\$2,400 copay	60%
Ortho - Max	No Maximum	\$2,500

- (g) Eligibility for Dental Plan coverage will mirror that of Health Plan eligibility.
- (h) Employees may elect to participate in health care concierge service (high quality provider search, bill review, second opinions, booking appointments).

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)

- (i) 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.

Section 3 – Plan Design Changes effective January 1, 2025

- (a) 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.

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) For the remainder of 2024 and 2025, 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 and 2025, 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, 2026, each employee covered by AmPlan I 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.
- (d) Effective January 1, 2026, 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.
- (e) Effective January 1, 2026, 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.

- (f) Effective January 1, 2026, 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, 2025, Martin Luther King Day is added to the list of contractual holidays designated under the agreement.

Section 2 - Paid Parental Leave

Effective January 1, 2025, Amtrak's Paid Parental Leave (APIM 7.52.2, as amended) will be applicable to employees covered by this Agreement 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 for forty (40) hours per week.
- (d) Vacancies due to use of Paid Parental Leave will be filled in accordance with the relevant Agreement provisions.
- (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,

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.

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 7.52.2 (which refer to management employees) are inapplicable and the terms of this agreement are controlling.

Section 3 – Vacation

Effective starting in calendar year 2025, modify Answer No. 3 of Appendix B dated October 27, 1999 as follows:

A3 Fifteen (15) days will be allowed in single day increments.

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 – WORK RULES

Unless otherwise specified, to be implemented within 90 days after ratification:

- (a) Rule 2 – Classifications and Basis of Pay
- (b) Rule 4 – Seniority
- (c) Rule 7 – Promotion
- (d) Rule 8 – Bulletins and Assignments
- (e) Rule 9 – Displacement and Reducing and Increasing Forces
- (f) Rule 10 – Annulment of Assignments
- (g) Rule 11 – Crew Consist
- (h) Rule 12 – Extra Board
- (i) Rule 13 – Filling Vacancies
- (j) Rule 15 – Deferred Starting Time
- (k) Rule 17 -- Calls
- (l) Rule 19 – Expenses Away From Home
- (m) Rule 20 – Training, Qualifying and Examinations
- (n) Rule 22 – Bereavement Leave
- (o) Rule 26 – Leave of Absence

- (p) Rule 27 – Hold Downs (replacing Appendix F)
- (q) Rule 34 – Union Shop
- (r) Rule 49 – Relief Day Extra Boards

ARTICLE VI - 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 THIS 18th DAY OF SEPTEMBER, 2024.

**FOR THE NATIONAL
RAILROAD PASSENGER
CORPORATION:**



Andrea Gansen, VP Labor Relations

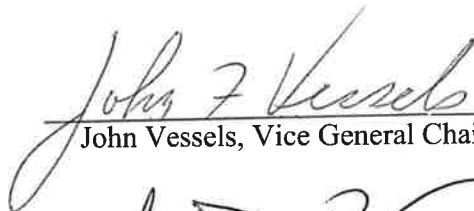


Glenell Henson Jr., Sr. Dir.,
Labor Relations

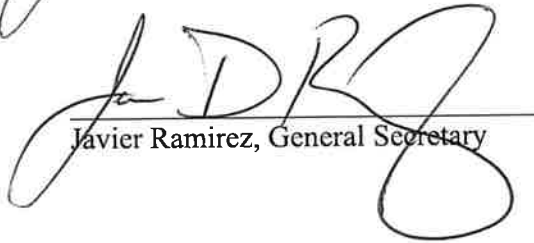
FOR SMART-TD GO 769:



Rick Pauli, General Chairperson



John Vessels, Vice General Chairperson



Javier Ramirez, General Secretary