AGREEMENT
BETWEEN
KEOLIS COMMUTER SERVICES
AND THE BROTHERHOOD OF MAINTENACE OF WAY EMPLOYES DIVISION
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AND

THE BROTHERHOOD OF MAINTENACE OF WAY EMPLOYES DIVISION

THIS AGREEMENT is made this 27th day of June 2019, by and between the Keolis Commuter Services, hereinafter referred to as the Carrier or KCS, and the Brotherhood of Maintenance of Way Employes Division, Organization or BMWED 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

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/18</td>
<td>$125 per month</td>
<td>($25 per month)</td>
</tr>
<tr>
<td>7/1/19</td>
<td>$150 per month</td>
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</tr>
<tr>
<td>7/1/20</td>
<td>$175 per month</td>
<td>($25 per month)</td>
</tr>
<tr>
<td>7/1/21</td>
<td>$200 per month</td>
<td>($25 per month)</td>
</tr>
<tr>
<td>6/30/22</td>
<td>$225 per month</td>
<td>($25 per month)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/19</td>
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</tr>
<tr>
<td>7/1/20</td>
<td>$131 per month</td>
</tr>
<tr>
<td>7/1/21</td>
<td>$150 per month</td>
</tr>
<tr>
<td>6/30/22</td>
<td>$169 per month</td>
</tr>
</tbody>
</table>
H&W PLAN DESIGN

CHANGES:

All employees hired on or after the Ratification of this agreement 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 November 1, 2019 with open enrollment from September 25, 2019 through October 4, 2019. Notice of the plan changes will be communicated to employees at least 60 days prior to the effective date of November 1, 2019.

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) Calendar days after applicants begin work.

2. RULE 8 – BULLETIN, ASSIGNMENT AND DISPLACEMENT:

Modify the following sections:

2. Add: Employees may be removed from positions at any time during the thirty (30) day qualifying period if it becomes apparent that they do not possess the necessary ability and fitness to permit them to qualify. The final decision will be made by the Training Department.

3. Revise: An employee whose position is abolished may exercise his seniority to any position for which he is qualified held by a junior employee within three (3) working days after the effective time and date of abolishment. An employee who is displaced may exercise his seniority to any position for which he is qualified held by a junior employee within three (3) working days after the time and date of displacement. Displacements must occur prior to the start of the shift and an employee reporting to the supervisor in charge of the gang in which the displacement is to be made prior to shift start will be allowed a displacement on that date.

3. RULE 16 – ABSENCE FROM WORK:

2. An employee who absent himself from work for five (5) days without notifying the Carrier will be considered as having resigned from the service and will be removed from the seniority list.
4. **Rule 29 – DISTRICT UNITS:**

Amend the Per Diem Payment to increase as follows:

**Eff. 7/1/19:** $34.50 per day  
7/1/20: $42.00 per day  
7/1/21: $48.00 per day

5. **NEW RULE - FLEX DAY PROVISION:**

Employees will have the ability to take five (5) days of their earned vacation time with a 24-hour notice in accordance with the following:

- Approval by manager based on the needs of the service.
- Employees will be allowed one emergency flex day per calendar year provided the employee notifies manager at least one hour prior to the start of his/her shift.
- If a Foreman or Assistant Foreman is granted flex vacation, the Company may upgrade, subject to the terms of the Agreement, the senior qualified employee to replace the Foreman or Assistant Foreman.
- Flex days may only be taken in full day increments.

6. **NEW RULE – CLOTHING ALLOWANCE:**

Eligible employees will receive an annual clothing allowance in the last pay period of December for each year they are qualified. In order to be eligible to receive the payment, the employee must be active and have completed the required Factor Days for vacation eligibility, as follows;

December 2019 $150.00  
December 2020 $200.00  
December 2021 $250.00

If an employee has completed the required Factor Days but is not in active service on the date of payment, he/she will be paid the clothing allowance after they return to service.


9. Changing Name from Amtrak to Keolis. Carrier is defined as Keolis Commuter Services (KCS).
“ME TOO” Letter of Understanding

In the event the current round of negotiations between Keolis Commuter Services (KCS) and the other KCS bargaining units results in compensation, health or retirement benefits or additional economic value that is greater than the compensation, health or retirement benefits or economic value negotiated by Keolis and the BMWED for the contract terms commencing July 1, 2016 through June 30, 2022, Keolis will extend the applicable greater compensation, health or retirement benefits and/or economic value to the members of the BMWED.

FOR THE ORGANIZATION:

Signed: Jason E. Graham
General Chairman

Date: 9-16-19

Signed: Sheldon M. Swain
Assistant General Chairman

Date: 9-16-19

Approved: Sean D. Gerie
Vice President Northeast Region
BMWED/Teamsters Rail Conference

Date: 9/16/19

FOR THE CARRIER:

Michael Cawley
Vice President Human Resources
Keolis Commuter Services

Date: 9/27/19