Transportation Communications Union/IAM



International Association of Machinists and Aerospace Workers

Arthur P. Maratea National President



April 28, 2023

TO ALL ARASA ON-BOARD SUPERVISOR MEMBERS ON AMTRAK

Dear Sisters and Brothers:

Your bargaining committee recently reached a Tentative Agreement (TA) for all TCU/IAM members working on Amtrak. Provided below is a summary of the Agreement which is now before you for ratification. A full copy of the TA is uploaded to this site.

WAGES

The TA provides historic general wage increases totaling 30% (34.1% compounded over the seven-year contract period – July 1, 2022, through December 31, 2028). This is among the highest general wage increases ever achieved in one contract at Amtrak.

The scheduled rate increases are as follows:

Effective Date	GWI
July 1, 2022	4.00%
July 1, 2023	4.00%
July 1, 2024	4.50%
July 1, 2025	3.50%
July 1, 2026	3.50%
July 1, 2027	5.00%
July 1, 2028	5.50%

Immediately upon ratification, the monthly rate of pay at the beginning of the contract period will increase to **<u>\$6,970.08</u>** from \$6,702.00 and will increase to **<u>\$8,988.97</u>** on July 1, 2028, with the final raise of the contract.

Based on the average rate over the life of the agreement, it will produce an additional **<u>\$86,408</u>** for each member in general wage increases alone.

Under this agreement, you will receive **full retroactive pay** for the July 1, 2022, increase, which will be paid out within ninety (90) days of ratification. The **average** retroactive payment will be **<u>\$2,681.00</u>**. The exact amount of your retroactive payment will depend upon your specific rate of pay and actual hours.

HEALTH AND WELFARE CHANGES

Effective January 1, 2024, Health and Welfare monthly contributions under **AmPlan I** will remain frozen at \$228. Additionally, the monthly contributions under **AmPlan III** will decrease by \$20 (from \$170 to \$150).

I am proud to advise **these amounts will remain** <u>frozen</u> for the duration of the agreement and can only be increased by mutual agreement at the conclusion of negotiations in the next round of bargaining that begins on January 1, <u>2029</u>.

As always, we fought against any increases to the costs associated with our healthcare plans. However, in order to achieve the critical freeze on monthly contributions under AmPlan I, the reduction in contributions under AmPlan III and several notable plan improvements, some modifications were made.

- AmPlan I current copays for specialist visits (\$35) will increase to \$60 and the emergency room copay (\$125) will increase to \$200.
- AmPlan III current annual deductible (\$250) will increase to \$500.
- AmPlan I and III current copays for *non-preferred drugs* (\$20/\$30) will increase to \$60/\$120.

<u>There are no other increases to the out-of-pocket maximums, hospital coinsurance;</u> general and preferred drug copays.

There are no changes to the Comprehensive Plan, Mental Health coverage, the Vision Plan or to the Retiree Medical Plan.

All of the above can be found on *Attachment 3 – Benefits*. Even with the modest changes as outlined above it is important to note that AmPlan I and AmPlan III continue to provide a far greater actuarial value than most mainstream healthcare plans with AmPlan I having an actuarial value of 95% and AmPlan III a 91% actuarial value.

MAJOR IMPROVEMENTS WERE MADE TO THE PLAN

Specialty Drug Copays – AmPlan I and III

• The introduction of \$0 copay for specialty drugs under AmPlan I and III – CVS' Prudent Rx. – (not applicable to Kaiser)

Enhanced coverage for Family Planning

- Coverage for vasectomies (no reversals)
- Benefits for fertility coverage the greater of \$10,000 lifetime or one (1) course of treatment.

Hearing Benefits

• Hearing benefits will increase for hearing aid devices to \$2,000 per ear every three years. This limit includes consultations and fitting charges.

Life Insurance Coverage

- Active employees' life insurance will increase from \$20,000 to \$50,000.
- Active employees' accidental death and dismemberment coverage will increase from \$16,000 to \$25,000.

Dental Plan

- The dental plan provider is currently out for bid. Whether the eventual provider is Delta Dental or another provider there will be no change to current benefits.
- Dental benefits will be extended in the same manner as it is those under the medical coverage (24 months) for employees who go on an extended medical leave of absence.
- For new employees, coverage will be effective the first of the month following their first day of work.

Specific plan designs for the new dental plan are shown on the *Dental Plan Design Chart* on Attachment 3.

Kaiser Plan

A new benefit plan with Kaiser is being introduced. This plan has a similar plan design as AmPlan I but at a lower employee monthly contribution of \$100. Those under AmPlan I and III will have the opportunity to enroll in Kaiser under the below circumstances

Enrollment Opportunities

Current AmPlan I participants will have the following options during the annual open enrollment:

- Remain in AmPlan I at a monthly rate of \$228
- Elect coverage with Kaiser at a monthly rate of \$100
- Elect AmPlan III at the reduced monthly rate of \$150
- Election of coverage with Kaiser will allow for future election back to AmPlan I in a subsequent open enrollment.
- Employees electing coverage under AmPlan III **will not** be able to return to AmPlan I in the future.
- Current AmPlan III participants hired on or before 12/31/2019 will have the following options during the annual open enrollment:
 - Remain in AmPlan III at the reduced monthly rate of \$150
 - Elect coverage under AmPlan I at a monthly rate of \$228
 - Elect coverage with Kaiser at a reduced monthly rate of \$100
- Current AmPlan III participants hired after 12/31/2019 have the following options during an annual open enrollment
 - Remain in AmPlan III at a reduced monthly rate of \$150
 - Elect coverage under Kaiser at a monthly rate of \$100

Unless otherwise noted, all changes are effective January 1, 2024, or as soon as administratively possible.

ADDITIONAL ELECTIVE DAY

This agreement will add an additional elective day paid day off, effective January 1, 2024.

BEREAVEMENT LEAVE IMPROVEMENTS

Bereavement leave of **three consecutive workdays** will be provided in the case of the death of a member's brother, sister, parent, child, spouse or spouse's parent, half-sibling, stepsibling, stepparent, stepchildren, grandchildren or grandparent. The enhancement guarantees the member three days of paid leave without regard to the rest days of their assignment. Members will now be able to use bereavement leave in conjunction with actual funeral services regardless of the services' proximity to the date of death. In addition to the greater flexibility in using bereavement leave, the TA adds stepparents and stepsiblings as covered family members as well.

PAID PARENTAL LEAVE

One of the significant accomplishments of this TA is the addition of ten (10) weeks of paid parental leave for employees to bond with a newborn or adopted child. Amtrak employees who have been in active service for one year are eligible for this benefit and the benefit may be used within the first year of the birth or adoption of a child.

This provides a far greater benefit than has been achieved in any other contract or with any other Carrier in the country.

WHY THIS CONTRACT SHOULD BE RATIFIED

This contract achieves record-setting, historical wage increases with real income gains. **The average member will net \$86,408 over the life of the agreement** - an amount higher than *ever* achieved on any single Amtrak Agreement.

Also, this contract adds an additional Elective Day, improves Bereavement Leave, and provides members ten (10) weeks of Paid Parental Leave.

Every member covered under this agreement will have continued, premier healthcare coverage, either by remaining in their current AmPlan I or AmPlan III healthcare plan, or by enrolling in a Kaiser equivalent at a fraction of the monthly cost. There will be **no** increases to the monthly cost share on any of these plans for the entire seven-year term of the contract.

For all the above reasons, our coalition partners – the Brotherhood of Railroad Carmen and International Association of Machinists, TCU-Clerical, SMART - Mechanical, National Conference of Firemen and Oilers, Transport Workers Union, International Brotherhood of Boilermakers, – have each initialed identical agreements and have already begun their ratification process or will do so very soon.

CONCLUSION

Sisters and Brothers, you have worked through some very difficult circumstances over the past few years. There is no question, you deserve a contract worthy of your work and dedication, and that provides real wage gains and increased benefits. As your National President, I submit to you, this agreement is among the very best in the industry currently. If there were anything more to gain through continued negotiations, we would still be at the bargaining table.

If you have any questions regarding the proposed agreement, you can email them to <u>TCUVote@tcunion.org</u>. Your questions will be answered by return email as quickly as possible.

The agreement is now before you for your consideration and I strongly recommend that you vote **FOR** ratification.

In solidarity,

author Martos

Arthur P. Maratea National President

Remember, you must vote by 3pm EST on May 19

AMERICAN RAILWAY AND AIRWAY SUPERVISOR ASSOCIATION (ARASA)

WAGE AND RULE AGREEMENT FOR ON-BOARD SUPERVISORS

THIS AGREEMENT, effective upon receipt of written notice of ratification, or as specifically otherwise indicated, by and between National Railroad Passenger Corporation (Amtrak), and the American Railway and Airway Supervisor Association (ARASA) for On-Board Supervisors, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I – WAGES

Section 1 - First General Wage Increase

- Effective July 1, 2022, all rates of pay for employees covered by this (a) 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.

AG

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.

9 K

Section 8 – Retroactive Payments

- Retroactive payments that result from the implementation of this Article are (a) intended to be made as soon as practicable, with the intent to be made to employees within 90 days of notice of ratification.
- Eligibility for retroactive payments shall be applied only to employees that (b) 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. 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 an available Kaiser option or AmPlan III.
 - i) AmPlan I participants who elect into AmPlan III cannot return to AmPlan

AG

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

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

- The Plan's co-payments per employee prescription for non-preferred drugs¹ (a) are revised as follows:
 - i) Prescription Drug Card Program at in-network pharmacies = \$60
 - ii) Mail Order Prescription Drug Program = \$120
- The AmPlan I Specialist Co-pay will increase to \$60. (b)
- The AmPlan I Emergency Room Co-pay will increase to \$200. (c)
- The AmPlan III deductible will increase to: (d)
 - 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
- (f) Employees under AmPlan I or III may elect to participate in a CVS program that provides \$0 co-pays for specialty drugs.³

G K AG

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.

³ 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.

- (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, amending Rule 27. The plan design will be as shown below, with no employee contribution for coverage¹:

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

Pre	ventive
-	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 bicuspids) (a)
	Bitewing X-rays (twice per calendar year) (a)
	Full mouth series X-rays (once every 36 months) (a)
	Space Maintainers
	Emergency Palliative Treatment
Bas	sic
- 1	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)
Maj	or
	Crowns
	Inlays
	Onlays
	Crown Build-Ups
	Implants
	Bridgework (5 year replacement frequency applies)
	Full & partial dentures (5 year replacement frequency applies)

9 K

¹ Representative treatments in Types A-C:

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	60%
	copay	
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.
- (1) 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.

<u>Part B – Employee Cost Sharing of Plan Cost Amounts</u> <u>Section 1</u>

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:

(d)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 themself and/or their dependents.

- For the remainder of 2023, each employee covered by AmPlan III shall (b) continue to contribute \$170.00 for each month that the employee met the qualifying requirement for active employees for health benefits coverage for themself and/or their dependents.
- Effective January 1, 2024, each employee covered by AmPlan III shall (c) contribute \$150.00 for each month that the employee met the qualifying requirement for active employees for health benefits coverage for themself 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 themself and/or their dependents.
- Effective January 1, 2024, employees exercising the "Opt-Out Election" will (e) 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

<u>Section 1 – Additional Elective Day</u>

Effective January 1, 2024, Rule 30 – Holidays will be amended to add a new subparagraph (d), to-wit:

(d) A third elective day at any time during the year to be selected by the employee consistent with the requirements of service, upon 48 hours' advance notice to the Corporation. The elective day must be selected by

Type text here

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.

the employee before October 1 of each year; failing to do so, such elective day will be assigned by management.

Current paragraph (d) will become (e); current paragraph (e) will become (f); and current paragraph (f) will become (g), inclusive of the footnote.

Section 2 – Bereavement Leave

Effective upon ratification, amending Rule 17:

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, grandparent, grandchild, spouse or spouse's parent, half-sibling, stepsibling, 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 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 nonavailability should be considered the same as PTO non-availability and that the first work day preceding or following the employee's bereavement leave,

9 K

as the case may be, should be considered as the qualifying day for holiday purposes.

Q-3 Would an employee be entitled to be eavement 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 ARASA-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 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 2(c) 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,

9 R

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.

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.

9 K

FOR THE NATIONAL **RAILROAD PASSENGER CORPORATION:**

FOR THE AMERICAN RAILWAY AND AIRWAY SUPERVISOR **ASSOCIATION (ARASA) OBS:**

Amtrak

Arthur Maratea, President

Amtrak

Gregory Kocialski, National Vice President

Amtrak

Michael Miller, National Representative

9 K

Illustration of ARASA-OBS Tentative Amtrak Agreement

Crew Base On-Board Ops. Wage Chief On-Board Ser. Effective Date Increases Supervisor Supervisor Current \$6,702.00 \$6,702.00 \$6,702.00 July 1, 2022 \$6,970.08 \$6,970.08 \$6,970.08 4.00% July 1, 2023 4.00% \$7,248.88 \$7,248.88 \$7,248.88 \$7,575.08 July 1, 2024 4.50% \$7,575.08 \$7,575.08 \$7,840.21 July 1, 2025 3.50% \$7,840.21 \$7,840.21 \$8,114.62 3.50% \$8,114.62 \$8,114.62 July 1, 2026 \$8,520.35 \$8,520.35 July 1, 2027 5.00% \$8,520.35 \$8,988.97 July 1, 2028 \$8,988.97 \$8,988.97 5.50% Jan. 1, 2029 Amendable \$8,988.97 \$8,988.97 \$8,988.97 Wage Increase Over Term >>> 34.1% 34.1% 34.1% Wage Increase Per Year Over Term >>> 4.3% 4.3% 4.3% Total Value Over Term >>> > \$86,408 \$86,408 \$86,408 Back Pay To May 1, 2023 >>>> \$2,681 \$2,681 \$2,681

Based on Straight-Time Pay Hours

Source: ROTH/The Labor Bureau Inc.

ATTACHMENT 2

Amending pertinent bereavement rules of the respective CBAs:

- Struck "following the date of death" in first paragraph
- Included list of people in the body of the rule instead of as a Q&A
- Included options for taking leave as part of the rule rather than as a Q&A

Amending respective bereavement leave rules as follows:

Bereavement leave, not in excess of three consecutive work days, 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.¹ 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 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.

An employee will have the following options in deciding when to take bereavement leave:

- 1. 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;
- 2. three consecutive work days, ending the day of the funeral service; or 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 vacation 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.

¹ In addition to those which may already be covered under existing language.

Attachment 3 – Benefits

Design	AMPLAN I	AMPLAN III
Contribution (Monthly)*	\$228	\$150 \$170
Kaiser Equivalent Option	\$100	n.a.
Medical		
Deductible (Family 2x)	\$0	\$500 \$250
PCP / Specialist**	\$20/ \$60	\$20/\$35
ER	\$200	\$125
Hospital	0%	10%
OOPM (Family 2x)	\$4,350	\$2,500
Rx (Retail/Mail)***		
Generic	\$10/\$20	\$10/\$20
Preferred	\$20/\$30	\$20/\$30
Non-preferred****	\$60/\$120 \$20/\$30	\$60/\$120 \$20/\$30

*\$1,200 annual opt-out credit per employee if not enrolling in Amtrak healthcare coverage

** If using available, high-quality provider no impact as PCP copayment paid
*** \$0 copayment for specialty drugs under Amplan I & III (excludes Kaiser)
**** Generally ~10% of prescriptions; non-preferred copay is waived when employee
submits documentation of medical necessity to CVS. Cost of the clinical review is
covered by the plan.

Amplan I

- <u>NO</u> increase to contributions
- <u>NO</u> changes to deductible, out-of pocket maximum, hospital insurance, preferred drugs
- <u>NO</u> change to highly utilized services primary care, generic and preferred drugs (90%+ of rx utilization)
- Kaiser alternative available with same richness as Amplan I but at half the cost
- <u>OPTION</u> to elect into Kaiser or Amplan III, but cannot return to Amplan I from Amplan III in any subsequent enrollment

Amplan III

- <u>DECREASE</u> to contributions
- <u>INCREASE</u> to deductible
- <u>CHOICE</u> to enroll in Kaiser
- <u>NO</u> changes to out-of pocket maximum, hospital insurance preferred drugs
- <u>NO</u> change to highly utilized services primary care, generic and preferred drugs (90%+ of rx utilization)

...with coverage enhancements

- \$0 specialty drugs available
- In-Plan changes where higher value services may exist
- Move to Delta Dental Plan design



Dental Plan Design

Group	Proposed DMO	Proposed PPO
Current Provider	Delta Dental	Delta Dental
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
Contributions		
EE	\$0.00	\$0.00
ES	\$0.00	\$0.00
EC	\$0.00	\$0.00
EF	\$0.00	\$0.00

P	reventive
-	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 bicuspids) (a)
	Bitewing X-rays (twice per calendar year) (a)
	Full mouth series X-rays (once every 36 months) (a)
	Space Maintainers
	Emergency Palliative Treatment
B	asic
	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)
M	ajor
	Crowns
	Inlays
	Onlays
	Crown Build-Ups
	Implants
	Bridgework (5 year replacement frequency applies)
	Full & partial dentures (5 year replacement frequency applies)

Dental Plan provider will be out for bid in 2023. New provider (if not Delta Dental) will have same plan design. New Employees will be eligible for dental coverage the first of the month following their first day of work and Dental benefits will extend in the same manner as medical coverage for extended medical leaves of absence.

