



# Brotherhood Railway Carmen Division

*Transportation Communications Union/IAM*

**Donald E. Grissom**  
*General President*

**April 28, 2023**

**TO ALL CARMEN & COACH CLEANER MEMBERS ON AMTRAK:**

**Dear Sisters and Brothers:**

Your bargaining committee, which consisted of General Vice President, Darren Treiber, and myself, recently reached a Tentative Agreement (TA) for all Brotherhood Railway Carmen 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, a question and answer document related to Paid Time Off (PTO) as well as a costing analysis are uploaded to this site as well.

## **WAGES**

The TA provides for a historic 30% in general wage increases (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	GW
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%

The average hourly Carmen wage at the beginning of the contract period of \$34.07 will increase to \$35.43 immediately upon ratification and will increase to \$45.70 with the final raise of the contract on July 1, 2028.

The average hourly Coach Cleaner wage at the beginning of the contract period of \$26.91 will increase to \$27.99 immediately upon ratification and will increase to \$36.09 with the final raise of the contract on July 1, 2028.

Based on the average rate, over the life of the agreement, it will produce an additional **\$76,180** for each Carmen member and **\$60,154** for each Coach Cleaner member in general wage increases alone. This figure does not take into account the different amounts of overtime hours worked.

Under this agreement, you will receive **full retroactive pay** for the July 1, 2022 increase which is to be paid out within ninety (90) days of ratification. The average retroactive payment for Carmen will be **\$2,249.00**. The average retroactive payment for Coach Cleaners will be **\$1,786.00**. The exact amount of your retroactive payment will depend upon your specific rate of pay, actual hours, and the amount of overtime worked.

### **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 to \$150.

I am proud to advise **these amounts will remain frozen 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, 2029.

As always, we fought against any increases to any of 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.

**There are no other increases to the out-of-pocket maximums, hospital coinsurance; 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.

## **MARTIN LUTHER KING JR. HOLIDAY**

This agreement will add the Martin Luther King Jr. Holiday as an additional paid holiday.

## **INCREASED PAID TIME OFF**

This agreement will transition employees the current National Vacation Agreement to a new enhanced Paid Time Off (PTO) Agreement. This conversion to PTO provides significant improvements.

Under the National Vacation Agreement, employees had to qualify in the previous year in order to receive vacation entitlements in the following year. That meant if an employee was unable to work enough hours to qualify, they would not be entitled to vacation, regardless of years of service. And for new employees, depending on when they began employment and/or whether or not they were able to qualify, they might have to work another entire calendar year before being eligible for vacation.

Under the new PTO system, employees begin earning and accruing vacation entitlements on a monthly basis. For those hired before January 1, 2022 you will be credited for your PTO for calendar year 2024 based on your calendar year 2023 work. Employees hired after January 1, 2023 will be earning PTO to use in their current year and/or carry PTO over for the following year. Not only will employees earn entitlements sooner, employees will now be eligible to earn more days of PTO each year than what was previously earned under the National Vacation Agreement.

Personal leave days will also be converted to PTO. Employees will not have to differentiate between vacation and personal leave when taking paid time off.

Full details related to PTO are contained in the TA. Also, for ease of reference below is a comparison chart that shows current entitlements earned under the NVA in comparison with entitlements under PTO.

**PTO CONVERSION CHART**

Years Of Service	Earned Under National Vacation	Personal Leave Days	Total	PTO Entitlement	Gain
0	0	0	0	10	10
1	5	0	5	10	5
2	5	0	5	10	5
3	10	0	10	15	5
4	10	0	10	15	5
5	10	0	10	15	5
6	10	0	10	15	5
7	10	0	10	15	5
8	10	1	11	15	4
9	15	1	16	20	4
10	15	1	16	20	4
11	15	1	16	20	4
12	15	1	16	20	4
13	15	1	16	20	4
14	15	1	16	20	4
15	15	1	16	20	4
16	15	1	16	20	4
17	15	1	16	20	4
18	20	2	22	25	3
19	20	2	22	25	3
20	20	2	22	25	3
21	20	2	22	28	6
22	20	2	22	28	6
23	20	2	22	28	6
24	20	2	22	28	6
25	20	2	22	28	6
26	25	2	27	33	6
27	25	2	27	33	6
28	25	2	27	33	6
29	25	2	27	33	6
30	25	2	27	33	6

## **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, stepparents, or stepchildren. 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 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 Carmen member will net more than \$76,000 and the average Coach Cleaner will net more than \$60,000 over the life of the agreement** - an amount higher than *ever* achieved on any single Amtrak Agreement.

Conversion to PTO provides additional days of paid leave each year of their employment, and allows them to earn and accrue their respective time off much faster than under the National Vacation Agreement.

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 TCU/IAM, International Association of Machinists, ARASA, Smart Mechanical, National Conference of Firemen and Oilers, Transport Workers Union and 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 provides real wage gains and increased benefits. As your General 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 [tcuvote@tcunion.org](mailto:tcuvote@tcunion.org). 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,



Don Grissom  
General President

**Remember, you must vote by 3 pm EST on May 19, 2023**



**JOINT COUNCIL OF CARMEN, HELPERS, COACH CLEANERS AND  
APPRENTICES (JCC)**

**WAGE AND RULE AGREEMENT**

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 Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices (JCC), 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 Car Repair 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.

On the first of the month following successful completion of the Apprenticeship Program, or upon acquiring full Journeyman status and obtaining a Journeyman Position, whichever is earlier, the employee's rate of pay will be 100% 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 III<sup>1</sup>, 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

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

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 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 drugs<sup>1</sup> are revised as follows:
  - i) Prescription Drug Card Program at in-network pharmacies = \$60
  - ii) Mail Order Prescription Drug Program = \$120

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<sup>1</sup> 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.

- (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 coverage<sup>1</sup>
- (f) Employees under AmPlan I or III may elect to participate in a CVS program that provides \$0 co-pays for specialty drugs.<sup>2</sup>
- (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 coverage<sup>3</sup>:

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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> Representative treatments in Types A-C:

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

Group	Proposed DMO	Proposed PPO
<b>Deductible</b>		
Single	\$0	\$50
Family	\$0	\$150
<b>Annual Max Benefit</b>	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.

<b>Preventive</b>
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
<b>Basic</b>
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)
<b>Major</b>
Crowns
Inlays
Onlays
Crown Build-Ups
Implants
Bridgework (5 year replacement frequency applies)
Full & partial dentures (5 year replacement frequency applies)

- (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.<sup>1</sup>

## **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 37 and Appendix A of the agreement.

### **Section 2 – Bereavement Leave**

Effective upon ratification, amending Rule 19:

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 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.

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<sup>1</sup> 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.



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 JCC-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 21 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 38 and Appendix C (The December 17, 1941, National Vacation Agreement) is replaced by the Paid Time Off (PTO) Agreement (see Attachment A).

Rule 53 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 \_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

**FOR THE NATIONAL  
RAILROAD PASSENGER  
CORPORATION:**

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Amtrak

\_\_\_\_\_  
Amtrak

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Amtrak

**FOR THE JOINT COUNCIL OF  
CARMEN, HELPERS, COACH  
CLEANERS AND APPRENTICES:**

\_\_\_\_\_  
Don Grissom, General President  
Brotherhood of Railway Carmen (BRC)

\_\_\_\_\_  
John Feltz, International Vice President/Railroad  
Division Director, Transport Workers Union  
(TWU)

\_\_\_\_\_  
Brian DeLucia, International Representative  
Railroad Division, Transport Workers Union  
(TWU)

**ATTACHMENT A**  
**Paid Time Off Agreement**

**Section 1 -EMPLOYEES HIRED AFTER JANUARY 1, 2022**

Employees newly covered by the JCC Agreement will, as described below, accrue Paid Time Off (PTO) up to accrual limits during periods of active employment beginning July 1, 2023.<sup>1</sup> That PTO may be used, as described below, during the same calendar year or carried over consistent with accrual limits.

**A. PTO ACCRUALS**

PTO accrues during periods of active employment, except during a leave of absence (see (1) below) and is generally awarded on the fifteenth (15th) day of each month.<sup>2</sup>

<b>Anniversary Year of Amtrak Service</b>	<b>PTO Days per Calendar Year</b>	<b>PTO Hours Accrued per Calendar Year</b>	<b>PTO Hours Accrued per Month</b>
0-2 years	10 days	80 hours	6.66 hours/month*
3-8 years	15 days	120 hours	10.00 hours/month
9-17 years	20 days	160 hours	13.33 hours/month*
18-20 years	25 days	200 hours	16.66 hours/month*
21-25 years	28 days	224 hours	18.66 hours/month*
26+ years	33 days	264 hours	22.00 hours/month

Accrual During a Leave of Absence. PTO will not accrue while an employee is on a leave of absence, including while on leave pursuant to the Family and Medical Leave Act (“FMLA”), the Americans with Disabilities Act (“ADA”) and military leave.

1. Anniversary Year. For purposes of this rule, the anniversary year of Amtrak service is the number of continuous years of service with Amtrak. In determining PTO accrual, the beginning of the year in which an employee’s anniversary date falls will correspond to the anniversary year of Amtrak

<sup>1</sup> Employees who earned vacation for calendar year 2023 will still be able to use that vacation in 2023; however, it will be paid out if not taken in 2023, it will not roll over to the next year.

<sup>2</sup> For \* accruals, the .01 make whole is applied in March, June, September and December, to-wit: 6.67, 13.34, 16.67 and 18.67, respectively.

service. For example, if the employee will have nine years of service on November 2, 2023, the employee will start accruing at 13.33 hours per month starting on January 2023.

## 2. Accrual During Military Leave.

- i) While PTO will not accrue while an employee who has become a member of the Armed Forces of the United States is on a leave of absence for military service, in accordance with the Military Selective Service Act of 1967, as amended, such employee returning to Amtrak service from military leave will have such time on military leave count towards their Amtrak service for purposes of determining the amount of PTO to be granted.
- ii) When an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and during the time preceding their return to railroad service had rendered no active service or had rendered active service in fewer months than required to qualify for a full PTO accrual in the calendar year of their return to railroad service, but could qualify for a full PTO accrual in the year of their return to railroad service if months of military service and active railroad service were combined, such employee will be granted PTO time at the limit of their accrual cap.

## B. ACCRUAL LIMITS

PTO will not accrue beyond an employee's annual PTO limit, as described in Section (a). Employees can designate an amount to be used for PTO exchange (PTO bank, charitable contribution, etc.). Once PTO hours reach the employee's annual PTO limit, new accruals will discontinue until the employee uses enough PTO to drop below the maximum accrual limit. Retroactive adjustments will not be made to the employee's PTO account once the maximum is reached. Scheduling of future PTO hours (see (D) and (E)(1) below) will not reduce the PTO limit.

## C. CARRYOVER

Accrued and unused PTO may be carried over to the next calendar year, subject to accrual limits.

## D. PTO ADVANCE

Annually Scheduled PTO may be taken prior to accrual. With manager approval, Employees may take up to forty (40) hours of PTO not yet accrued as Planned Absences or Unforeseeable Absences. A PTO advance is considered a loan and employees are expected to return to a positive PTO balance within the calendar year; however, negative PTO balances will be carried over to the following calendar year.

**E. PTO NOTIFICATION AND USE**

1. For the purposes of notification and use there will be three types of PTO days:

(a) Annually Scheduled – With specified exceptions below, current practices for scheduling weeks or days of PTO in advance of the next calendar year will be retained. The local committee of the union and the representatives of the Carrier will cooperate in assigning PTO dates. Employees will be required during this period to schedule a minimum of PTO as shown in the table below:

<b>Anniversary Year of Amtrak Service</b>	<b>Minimum Annually scheduled PTO days</b>
1-2 years	5 days in 2 <sup>nd</sup> year
3-8 years	10 days
9-17 years	15 days
18-20 years	20 days
21-25 years	20 days
26+ years	25 days

Annually scheduled PTO may be unscheduled by the employee and used as described below.

(b) Planned Absences - Employees are expected to provide their manager with as much notice as possible when using PTO for medical appointments or other planned activities. Consistent with paragraph E(1)(a), certain days or periods of days may be foreclosed by Annually Scheduled PTO. Intervening Planned Absences, vacancies, staffing changes, or unforeseen events may further restrict available time. Planned PTO may be denied because of requirements of service. Individuals opting to not preschedule all their PTO as provided in Paragraph (E)(1)(a), acknowledge they will be subject to the needs of the business in requesting to use said time. Planned Absences may be

taken in hourly increments for partial day absences, subject to the needs of service, on a one-for-one basis for each hour missed.

- (c) Unforeseeable Absences - When PTO is unscheduled and used for unexpected illness or personal emergency, employees are required to directly notify their manager in accordance with department procedures. An employee who fails to call in and fails to report at the start of their shift will be paid for the full day from their PTO, notwithstanding any discipline given as a result of their “no call, no show.”
    - i. Excessive Unforeseeable PTO Use. Unscheduled PTO when Planned Absences are unavailable, excessive unscheduled PTO, and absences in excess of the annual PTO accrual negatively affect business operations and may be grounds for discipline.
2. Cancellation Provisions - Each employee who is entitled to PTO shall take same at the time assigned, and, while it is intended that the PTO date(s) designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible: not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date(s), at least thirty (30) days' notice will be given affected employees.
- (a) Such employee shall be paid the time and one-half rate for work performed during their cancelled PTO period.
  - (b) If management finds that it cannot release an employee for their scheduled PTO during the calendar year because of the requirements of the service, then such employee may be paid the PTO in lieu or be allowed to carry it over, at the employee's choice.
3. The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant, operation, or facility, who are entitled to Annually Scheduled PTO to take Annually Scheduled PTO at the same time. The local committee of each organization affected signatory hereto and the proper representative of the Carrier will cooperate in the assignment of remaining forces.



## F. HOLIDAYS

Recognized contractual holidays shall not be paid as a PTO day. However, when a combination of the holiday(s), annually scheduled PTO, and the employee's rest days are continuous for seven (7) or more calendar days the PTO days will extend the period to meet the "workdays before and after" holiday qualifying requirement,

## G. STATUS CHANGES

1. Separation. Employees who retire, resign, or are terminated will receive payment of any accrued and unused PTO, subject to accrual limits. Employees with a negative PTO balance upon separation are required to repay Amtrak for used but unearned PTO.
2. Vacation Agreement to PTO Transfer
  - (a) Amount of PTO Allowed. In the year of transfer, employees who transfer from a vacation agreement position to a PTO position will be allowed to take maximum PTO accruable based on their calendar year compensated service or vacation earned under the agreement schedule in the calendar year of the transfer, whichever is greater. After the initial year, PTO accrual will be based on the Section B schedule.
  - (b) Rate of Pay. PTO will be paid at the rate of the new position.
3. PTO to Vacation Agreement Transfer
  - (a) Amount of Vacation Allowed. In the year of transfer, employees who transfer from a PTO position to a vacation agreement position will be allowed to take vacation based on their prior year compensated service and the applicable collective bargaining agreement schedule.
  - (b) Offset. PTO previously taken in the calendar year of transfer will offset vacation allowances provided by the collective bargaining agreement schedule.
  - (c) PTO Payout. Accrued PTO in excess of the collective bargaining agreement schedule will be paid off at the time of transfer.
  - (d) Rate of Pay. Vacation leave taken will be paid at the rate of the new position.

## H. SCHEDULING OF PTO

1. Should Amtrak establish a self-service interface for PTO requests and usage, employees will use such to request Planned Absences and will be

responsible to ensure that such Planned Absence is approved in the system prior to that date.

2. In the event the Planned Absence is not approved, employee may elect to use the PTO day as an Unforeseeable Absence, consistent with Section (E)(3), or may withdraw the request.
3. An employee who has an unforeseeable absence may elect to not cover it with PTO, except for a “no call, no show” as described in (E)(1)(c).

I. USE OF PTO UNDER EMERGENCY CONDITIONS

Any employee who is affected by an emergency force reduction may, at their discretion, use PTO towards time lost as a result of such abolishment up to the number of days lost due to the emergency abolishment or to the extent of their accrued PTO.

## Section 2 -EMPLOYEES HIRED BEFORE JANUARY 1, 2022

As described below, employees will accrue PTO up to accrual limits during periods of active employment, beginning January 1, 2023. That PTO may be used, as described below, during the next calendar year.

### A. PTO ACCRUALS

PTO accrues during periods of active employment, except during a leave of absence (see paragraph below)<sup>1</sup> and is generally awarded on the fifteenth (15<sup>th</sup>) day of each month.

<b>Anniversary Year of Amtrak Service</b>	<b>PTO Days per Calendar Year</b>	<b>PTO Hours Accrued per Calendar Year</b>	<b>PTO Hours Accrued per Month</b>
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18-20 years	25 days	200 hours	16.66 hours/month*
21-25 years	28 days	224 hours	18.66 hours/month*
26+ years	33 days	264 hours	22.00 hours/month

Accrual During a Leave of Absence. PTO will not accrue while an employee is on a leave of absence, including while on leave pursuant to the Family and Medical Leave Act (“FMLA”), the Americans with Disabilities Act (“ADA”) and military leave.

1. Anniversary Year. For purposes of this rule, the anniversary year of Amtrak service is the number of continuous years of service with Amtrak. In determining PTO accrual, the beginning of the year in which an employee’s anniversary date falls will correspond to the anniversary year of Amtrak service. For example, if the employee will have nine years of service on November 2, 2023, the employee will start accruing at 13.33 hours per month starting on January 2023.
2. Accrual During Military Leave.
  - i) While PTO will not accrue while an employee who has become a member of the Armed Forces of the United States is on a leave of

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<sup>1</sup> For \* accruals, the .01 make whole is applied in March, June, September and December, to-wit: 6.67, 13.34, 16.67 and 18.67, respectively.

absence for military service, in accordance with the Military Selective Service Act of 1967, as amended, such employee returning to Amtrak service from military leave will have such time on military leave count towards their Amtrak service for purposes of determining the amount of PTO to be granted.

- ii) When an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding their return to railroad service had rendered no active service or had rendered active service in fewer months than required to qualify for a full PTO accrual in the calendar year of their return to railroad service, but could qualify for a full PTO accrual in the year of their return to railroad service if months of military service and active railroad service were combined, such employee will be granted PTO time at the limit of their accrual cap.
- iii) When an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of their return to railroad service had rendered no active service or had rendered active service in fewer months than required to qualify for a full PTO accrual in the next calendar year, but could qualify for a full PTO accrual in the year following their return to railroad service if months of military service and active railroad service were combined, such employee will be granted PTO time for the following year at the limit of their accrual cap.

B. ACCRUAL LIMITS

PTO will not accrue beyond an employee's annual PTO limit, as described in Section B.

C. PTO NOTIFICATION AND USE

- 1. For the purposes of notification and use there will be three types of PTO days:
  - (a) Annually Scheduled – With specified exceptions below, current practices for scheduling weeks or days of PTO in advance of the next calendar year will be retained. The local committee of the union and

the representatives of the Carrier will cooperate in assigning PTO dates. Employees will be required during this period to schedule a minimum of PTO as shown in the table below:

<b>Anniversary Year of Amtrak Service</b>	<b>Minimum Annually scheduled PTO days</b>
1-2 years	5 days in 2 <sup>nd</sup> year
3-8 years	10 days
9-17 years	15 days
18-20 years	20 days
21-25 years	20 days
26+ years	25 days

Annually scheduled PTO may be unscheduled by the employee and used as described below.

- (b) Planned Absences - Employees are expected to provide their manager with as much notice as possible when using PTO for medical appointments, PTO or other planned activities. Consistent with paragraph (C)(1)(a), certain days or periods of days may be foreclosed by Annually Scheduled PTO. Intervening Planned Absences, vacancies, staffing changes, or unforeseen events may further restrict available time. Planned PTO may be denied because of requirements of service. Individuals opting to not preschedule all their PTO as provided in Paragraph (C)(1)(a), acknowledge they will be subject to the needs of the business in requesting to use said time. Planned Absences may be taken in hourly increments for partial day absences, subject to the needs of service, on a one-for-one basis for each hour missed.
- (c) Unforeseeable Absences - When PTO is unscheduled and used for unexpected illness or personal emergency, employees are required to directly notify their manager in accordance with department procedures. An employee who fails to call in and fails to report at the start of their shift will be paid for the full day from their PTO, notwithstanding any discipline given as a result of their “no call, no show.”
  - i. Excessive Unforeseeable PTO Use. Unscheduled PTO when Planned Absences are unavailable, excessive unscheduled PTO,

and absences in excess of the annual PTO accrual negatively affect business operations and may be grounds for discipline.

2. Cancellation Provisions. Each employee who is entitled to PTO shall take same at the time assigned, and, while it is intended that the PTO date(s) designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible: not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date(s), at least thirty (30) days' notice will be given affected employees.
  - (a) Such employee shall be paid the time and one-half rate for work performed during their cancelled PTO period.
  - (b) If management finds that it cannot release an employee for their scheduled PTO during the calendar year because of the requirements of the service, then such employee may be paid the PTO in lieu or be allowed to carry it over, at the employee's choice.
3. The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant, operation, or facility, who are entitled to Annually Scheduled PTO to take Annually Scheduled PTO at the same time. The local committee of each organization affected signatory hereto and the proper representative of the Carrier will cooperate in the assignment of remaining forces.
4. PTO Advance. With manager approval, Employees may take PTO accrued for the following year as Planned Absences or Unforeseeable Absences. This use will be reflected in the following year's amount of PTO.
5. PTO Carry Over. In the event an employee is in inactive status such that they are not able to accrue the full amount of PTO for the following year, they will carry over such shortfall from any unused amount of PTO from the current year for use the following year, subject to the maximum accrual levels, with the remaining balance to be cashed out.

#### D. HOLIDAYS

Recognized contractual holidays shall not be paid as a PTO day. However, when a combination of the holiday(s), annually scheduled PTO, and the employee's rest

days are continuous for seven (7) or more calendar days the PTO days will extend the period to meet the “workdays before and after” holiday qualifying requirement.

E. STATUS CHANGES

1. Separation. Employees who retire, resign, or are terminated will receive payment of any accrued and unused PTO.
2. Vacation Agreement to PTO Transfer
  - (a) Amount of PTO Allowed. In the year of transfer, employees who transfer from a vacation agreement position to a PTO position will be allowed to take the maximum PTO accruable based on their calendar year compensated service or vacation earned under the agreement schedule in the calendar year of the transfer, whichever is greater. After the initial year, PTO accrual will be based on the Section B schedule.
  - (b) Rate of Pay. PTO will be paid at the rate of the new position.
3. PTO to Vacation Agreement Transfer
  - (a) Amount of Vacation Allowed. In the year of transfer, employees who transfer from a PTO position to a vacation agreement position will be allowed to take vacation based on their prior year compensated service and the applicable collective bargaining agreement schedule.
  - (b) Offset. PTO previously taken in the calendar year of transfer will offset vacation allowances provided by the collective bargaining agreement schedule.
  - (c) PTO Payout. Accrued PTO in excess of the collective bargaining agreement schedule will be paid off at the time of transfer.
  - (d) Rate of Pay. Vacation leave taken will be paid at the rate of the new position.

F. SCHEDULING OF PTO

1. Should Amtrak establish a self-service interface for PTO requests and usage, employees will use such to request Planned Absences and will be responsible to ensure that such Planned Absence is approved in the system prior to that date.

2. In the event the Planned Absence is not approved, employee may elect to use the PTO day as an Unforeseeable Absence, consistent with Section (C)(1)(c), or may withdraw the request.
3. An employee who has an unforeseeable absence may elect to not cover it with PTO except for a “no call, no show” as described in (C)(1)(c).
4. Except as outlined in (C)(2) and (C)(5), above, PTO not taken during the year will not be cashed out; however, the employee can designate the amount to be used for PTO exchange (PTO bank, charitable contribution, etc.).

G. USE OF PTO UNDER EMERGENCY CONDITIONS

Any employee who is affected by an emergency force reduction may, at their discretion, use PTO towards time lost as a result of such abolishment up to the number of days lost due to the emergency abolishment or to the extent of their current or accrued PTO.



## Illustration of JCC Tentative Amtrak Agreement Based on Straight-Time Pay Hours

Effective Date	Wage Increases	Carman Journeyman	Carman Helper	Car Repairman Grade C	Carman Tech. High Speed	Coach Cleaner
Current		\$34.07	\$29.92	\$34.48	\$36.84	\$26.91
July 1, 2022	4.00%	\$35.43	\$31.12	\$35.86	\$38.31	\$27.99
July 1, 2023	4.00%	\$36.85	\$32.36	\$37.29	\$39.84	\$29.11
July 1, 2024	4.50%	\$38.51	\$33.82	\$38.97	\$41.63	\$30.42
July 1, 2025	3.50%	\$39.86	\$35.00	\$40.33	\$43.09	\$31.48
July 1, 2026	3.50%	\$41.26	\$36.23	\$41.74	\$44.60	\$32.58
July 1, 2027	5.00%	\$43.32	\$38.04	\$43.83	\$46.83	\$34.21
July 1, 2028	5.50%	\$45.70	\$40.13	\$46.24	\$49.41	\$36.09
Jan. 1, 2029	Amendable	\$45.70	\$40.13	\$46.24	\$49.41	\$36.09
Wage Increase Over Term >>>		34.1%	34.1%	34.1%	34.1%	34.1%
Wage Increase Per Year Over Term >>		4.3%	4.3%	4.3%	4.3%	4.3%
Total Value Over Term >>> >		\$76,180	\$66,882	\$77,002	\$82,254	\$60,154
Back Pay To May 1, 2023 >>>>		\$2,357	\$2,080	\$2,392	\$2,548	\$1,872

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.<sup>1</sup> 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.

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<sup>1</sup> In addition to those which may already be covered under existing language.

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

**\*\$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

- NO increase to contributions
- NO changes to deductible, out-of pocket maximum, hospital insurance, preferred drugs
- NO 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
- OPTION to elect into Kaiser or Amplan III, but cannot return to Amplan I from Amplan III in any subsequent enrollment

### Amplan III

- DECREASE to contributions
- INCREASE to deductible
- CHOICE to enroll in Kaiser
- NO changes to out-of pocket maximum, hospital insurance preferred drugs
- NO 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
<b>Current Provider</b>	<b>Delta Dental</b>	<b>Delta Dental</b>
<b>Deductible</b>		
Single	\$0	\$50
Family	\$0	\$150
<b>Annual Max Benefit</b>	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
<b>Contributions</b>		
EE	\$0.00	\$0.00
ES	\$0.00	\$0.00
EC	\$0.00	\$0.00
EF	\$0.00	\$0.00

<b>Preventive</b>
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>Basic</b>
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)
<b>Major</b>
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.

## Shop Craft and TCU Coalition PTO Questions

1) Will I lose my vacation days, personal days, personal holiday, and bank time or are they all combined into PTO?

Answer: Vacation days and personal days are replaced by PTO. Personal holidays and bank time remain separate from PTO and are not affected by this agreement.

2) Am I working this year for next year's PTO credit?

Answer: For those hired before January 1, 2022, yes – you will be credited for your PTO for calendar year 2024 based on your calendar year 2023 work.

3) How do I schedule my vacation, and can I take single -day vacations?

Answer: There is a minimum number of days that must be prescheduled prior to the beginning of the year, just as vacation is currently scheduled. You can also preschedule your single day PTO use, if you want, or leave it unscheduled to use as you need. If you preschedule all of your PTO, you can cancel that schedule if you have an unexpected need for PTO coverage.

4) Do I still have to work 100 Days to earn my vacation PTO?

Answer: No.

5) Can I designate and schedule all of my PTO for Vacation?

Answer: Yes , you can schedule all of your PTO

6) Can PTO time be used for sick days or emergency days?

Answer: Yes, PTO allows for the flexibility to be able to cover an absence with pay.

7) Can I be disciplined if I take a PTO as a sick day?

Answer: The National System Attendance Policy still applies; however, your use of a PTO day cannot be denied (unpaid).

8) Can I carry unused PTO over into the following year?

Answer: If you were hired on or after 1/1/2022, yes, you carry over unused PTO to the next year.

9) Am I forced to use a PTO day for FMLA?

Answer: No.

10) Can I use PTO for FMLA?

Answer: Yes

11) A 30-year employee that has been out for the past 8 months and returns July 1, 2023, will they accrue PTO in July and when is that time available to use?

Answer: Yes, they will begin accruing PTO in July for use in calendar year 2024.

12) Is accrued PTO paid out to someone that Retires, Resigns, or is terminated?

Answer: Yes.

## Shop Craft and TCU Coalition PTO Questions

13) Can I cash in unused PTO at end of year ( IE money for Christmas gifts) or to 401K?

**Answer: PTO can only be cashed out in very limited circumstances. Instead of the ability to cash out PTO, it can be converted into a charitable donation (501c3), donated to a PTO bank, potentially be converted to a health savings account (or similar) and we are working on implementing the ability to convert it to a 401K.**

14) For a Current employee that puts in the 100-days under NVA in 2023 when does he/she transfer to PTO ?

**Answer: January 1, 2024 they will have their full allotment of PTO for their years of service.**

15) I am a member with over thirty (30) years of service and was planning to retire next year 2024, I was planning on retiring in June of 2024, If I work every month up to and including June of 2024 how many weeks/hours will get paid out for 2025 when I retire?

**Answer: If you worked 100 days in 2023 or remained in active employment during the year 2023, you will receive 33 days for 2024 and if you work through June of 2024 (and don't take any of your 33 days) you will have accrued and additional 132 hours (16.5 days), so your payout will be 49.5 days (396 hours).**

16) I am a member with over thirty (30) years of service and was planning on retiring at the end of June this year. I would have earned my five (5) vacation weeks for next year by then. How many weeks/hours will I get paid out when I retire?

**Answer: Five weeks (200 hours) plus whatever vacation you haven't used this year.**

17) Member has 12-years of service, so under NVA 15 days' vacation We sign in July. He has his 100 days in and qualifies for vacation under NVA FOR 2024, he then goes out on medical leave and misses 3 months say October, November and December. For 2024 does he have 15 days (NVA) plus 13.33 hours accrued for August and 10 hours for September?

**Answer: If an employee hired before 1/1/2022 has worked their required days in 2023 for vacation under the NVA or was an active employee every month in 2023, they will receive the PTO allotment for their years of service on January 1, 2024. In this case, the employee will have 20 days (160 hours) for 2024. There isn't a double accrual.**

18) How many days a month do I have to work to get my PTO accrument for that month?

**Answer: You have to be in active status (not on a leave of absence, block FMLA) on the 15<sup>th</sup> of the month. You don't have to actually work on the 15<sup>th</sup> – it could be a rest day, PTO day, bereavement leave day, etc.**

19) If I am working a 4 X 10 shift, how will my time PTO time be accrued?

**Answer: Your accrual will be no different than someone who works a 5 x 8 schedule.**

20) If working 4 x 10 hours shifts. If you use a PTO are you using it 1 day or 1.25 (10 hours) days?

**Answer: You would use 10 hours of PTO.**

## Shop Craft and TCU Coalition PTO Questions

21) How will taking PTO in (1) hour increments be handled?

Answer: 1-hour increments will be allowed when service allows for it.

22) Can I carry over PTO every year if I choose?

Answer: For those who were hired on or after 1/1/2022, yes, you can carry over PTO every years.

23) Do I have to start with 0 hours PTO each year?

Answer: No, for those hired on or after 1/1/2022, you start each year with whatever you carry over from the previous year.

24) Is the personal holiday going away?

Answer: No, however PTO does replace vacation and Personal Leave days.

25) If a member hasn't qualified for their 2024 allotment at the time of ratification what happens?

Answer: For a pre-2022 employee, we will look at active status during the months of 2023 and use that to determine PTO for 2024.

26) I am a member with over thirty (30) years of service and was planning to retire next year. I was planning to retire in June of 2024. If I work every month up to and including June of 2024 how many weeks/hours will get paid out for 2025 when I retire?

Answer: You'll get paid out any unused 2024 PTO plus 132 hours of PTO earned for 2025. If no PTO was used in 2024 – the total would be 396 hours of pay. (This is #15 on your other list)

27) I am a member with over thirty (30) years of service and was planning on retiring at the end of June this year. I would have earned my five (5) vacation weeks for next year by then. How many weeks/hours will I get paid out when I retire?

Answer: Five week plus whatever vacation you haven't used this year (This is #16 on your other list)