

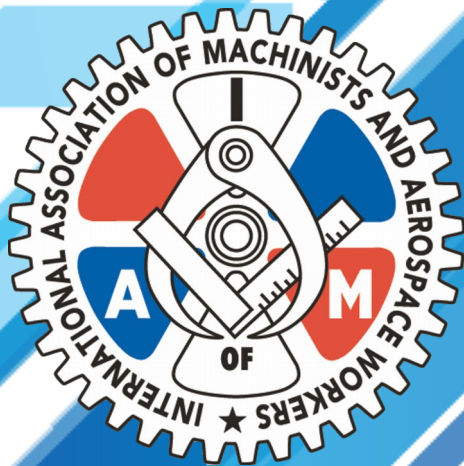
# RATIFICATION MATERIALS FOR THE 2018 TENTATIVE AGREEMENT WITH AMTRAK

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**To:  
Clerical Members  
of the  
Transportation Communications Union/IAM**

Included:

- Letter from TCU National President Robert A. Scardelletti
  - Complete Text of the 2018 Tentative Agreement
  - AMTRAK Health and Welfare Contract Summary
  - Ratification Ballot
  - Postage Paid Return Envelope
- 



# Transportation Communications Union/IAM

International Association of Machinists and Aerospace Workers



Robert A. Scardelletti  
National President



February 1, 2018

## TO ALL AMTRAK CLERICAL MEMBERS

### Dear Sisters and Brothers:

Your Negotiating Committee, together with our coalition partners, International Association of Machinists and Aerospace Workers (IAMAW), International Brotherhood of Boilermakers (IBB), International Brotherhood of Electrical Workers (IBEW), International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART Mechanical), National Conference of Firemen & Oilers SEIU (NCFO), Transport Workers Union of America (TWU) and UNITE-HERE -- representing 12 crafts (57% of all Amtrak employees) -- have been negotiating with Amtrak since January 2015 to reach a new agreement.

Throughout this period, our coalition met repeatedly with Amtrak, but Amtrak refused to consider our proposals for decent wage increases. Instead, they wanted us to settle for one-time lump sums and demanded to savage our health and welfare benefits.

Finally, after three long and contentious years of negotiations, TCU Clerks, Carmen, On-Board Service Workers and Supervisors, together with our coalition partners, have reached a Tentative Agreement (TA). This is a summary of that agreement which is now before you for ratification.

### WAGES

The TA provides for 17.5% (18.8% compounded) general wage increases over the seven-year contract period – January 2, 2015 through December 31, 2021. The wage increases are as follows:

July 1, 2015	1.25%
July 1, 2016	1.50%
July 1, 2017	1.50%
July 1, 2018	2.75%
July 1, 2019	3.00%
July 1, 2020	3.75%
July 1, 2021	3.75%



Upon ratification members will receive a 4.25% wage increase, with an additional 2.75% several months later on July 1, 2018. Thereafter, 3% July 1, 2019, 3.75% July 1, 2020, 3.75% July 1, 2021. That's a total of 17.5% (18.8% compounded) over the term of the agreement. The average hourly Clerical wage at the beginning of the contract period of \$26.63 will rise to \$31.64 by July 1, 2021.

Based on the average rate, over the life of the agreement it will produce an additional \$27,536.23 from general wage increases (less \$903.00 H&W increase for the entire term). This figure does not take into account any overtime hours worked.

Under this agreement we will receive full retroactive pay increases for July 1, 2015 – 1.25%; July 1, 2016 – 1.50%; and July 1, 2017 - 1.50%. The average retroactive payment with straight time alone will be \$4,414.91 (less \$94.05 retro H&W contribution 1/1/2018 – 6/1/2018). The retroactive payment will depend upon your rate of pay and amount of straight time and overtime worked.

### **HEALTH AND WELFARE**

Effective January 1, 2018, Health and Welfare monthly contributions will be increased from \$209.19 to \$228.00 – \$18.81 per month. I am proud to advise that thereafter, **this amount will remain frozen at \$228 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, 2022.

At the start of negotiations, and until recently, Amtrak demanded drastic changes in the medical, dental, vision and retiree coverage. Under our present plan a member pays a copay and then benefits are paid at 100%. Under Amtrak's proposal, every member would be required to pay thousands of dollars before the plan paid any benefits. Even after paying to the point when benefits began to be paid, every member would continue to pay thousands and thousands of dollars more before the plan would reach the current 100% benefit level.

Amtrak sought to replace our current plan with a high-deductible plan. Specifically, their demands included an annual deductible of \$3,000/individual and \$4,000/family, plus annual out-of-pocket maximums of: \$7,500/individual and \$10,000/family. And a demand for coinsurance of 20% for in-network services, where no coinsurance exists today. The 20% coinsurance would have also applied to the prescription drug plan.

Amtrak also demanded changes under the dental coverage including a high and a low option with a separate monthly employee cost-share amount of \$416 or \$333, respectively. Demands under the vision plan included modifications in benefit levels with a separate monthly employee cost-sharing amount of \$60. And finally, they sought significant increases in drug copays and the application of drug rules in our early retirement medical plan.

**We successfully rejected all these savage demands.**

Under this agreement for in-network services, 99.4% of all employees, with the exception of emergency room services, **will incur NO increases to copays, NO annual deductibles, NO annual out-of-pocket maximums and NO coinsurance.** No changes to the Comprehensive Plan; Mental Health coverage; Dental Plan; and Vision Plan. Finally, there are **NO changes** to the Retiree Medical Plan.

Current copays for primary care (\$20), specialists (\$35); and urgent care (\$20), will not increase. They will remain the same 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 January 1, 2022.

The current emergency room copay of \$75 will remain \$75 in 2018. Effective January 1, 2019, the emergency room copay will increase from \$75 to \$100, and January 1, 2021 will increase from \$100 to \$125, except if admitted to the hospital. This is the only copay increase under this agreement.

Effective January 1, 2019, there are several changes to benefits provided for out-of-network services (see Health and Welfare Contract Summary included for details). Out-of-network services impacts a very small percentage of members estimated to be approximately 0.6%.

Effective January 1, 2019, coverage for married Amtrak members will be the same as non-married couples. Benefits will be provided subject to all the plan conditions with only one employee making monthly contributions.

**SEVERAL IMPROVEMENTS WERE MADE TO THE PLAN**

Telemedicine is a new program that provides 24/7 access to a doctor via mobile device, computer or telephone for non-emergency conditions including, but not limited to, allergies, bladder infection, bronchitis, cough/colds and more. This program will provide convenient access to medical care from the privacy of your own home or office. Most visits take only 10-15 minutes and, if needed, doctors can write prescriptions that can be picked up at your local pharmacy. The in-network copay is \$20, the same as a primary care visit.

Aetna's High Performance Network – This program promotes better outcomes, fewer complications and hospital readmissions. Through Aetna's Aexcel's Network members can seek services from a specialist in one of 17 medical specialty categories including: cardiology, cardiothoracic surgery, gastroenterology, general surgery, obstetrics and gynecology, orthopedics, otolaryngology, neurology, neurosurgery, plastic surgery, urology, and vascular surgery.

In addition to getting better medical outcomes, **members also save money**. The copays for these specialists will be \$20, the same as a primary care physician.

Extension of dependent coverage for members who go on medical leave or disability – This change eliminates the confusion and inconsistent manner in which Amtrak handled this coverage in the past. Eligible dependents of all crafts will now have the same period of coverage as the member. For members who stop working due to medical leave or who become disabled on or after July 1, 2018, their eligible dependents will have medical coverage for twenty-four (24) months (the same as the member) from the date the member last rendered compensated service.

Additional New Programs – Several other programs created to improve our members' health and quality of life have been added to the Plan, including Opioid Control program, CVS Value-Based Formulary; Advanced Control Specialty Prescriptions Formulary; and Mandatory Maintenance Prescription Choice of 90 days at CVS or by mail.

### **NEW HIRE PLAN**

Effective January 1, 2019, a separate plan will be established for newly hired employees. Employees hired on or after January 1, 2019, who elect medical coverage, will be covered under the New Hire Plan for the first five (5) years of employment. At the end of the fifth year, employees will have the opportunity during the annual open enrollment to elect to remain under the New Hire Plan or to elect coverage under any other Plan applicable to other active employees. In the application of the "first five (5) years of employment," all Amtrak service is applied.

Further, current members covered under AmPlan I and who are subject to this tentative agreement will have the opportunity during the annual open enrollment to elect coverage under the New Hire Plan effective January 1, 2019.

The New Hire Plan will have a reduced monthly employee cost-share of \$170 for an employee and his/her eligible dependent children. For married employees who wish to add a spouse who has other insurance coverage, an additional cost-share amount will be added. There are no additional contributions for employees with eligible children or a spouse who does not have other insurance.

Specific plan designs for the new hire plan are shown on Addendum 1 of the attached Memorandum of Understanding.

Unless noted, all plan design changes will become effective on July 1, 2018, except the emergency room copays; out-of-network changes; married employee coverage and the New Hire Plan which will become effective January 1, 2019. For more information, see the Health & Welfare Contract Summary which follows this letter.

## **WORK RULES**

Military Paid Leave – increased from 10 days to 15 days paid leave.

Otherwise, the final agreement calls for no change in our existing rules. All work rules have been protected – **NO changes**.

## **ME TOO PROVISION**

If any union reaches an agreement with Amtrak which contains more favorable wage increases or benefits during this negotiating round, we will get the higher amount.

## **WHY THIS CONTRACT SHOULD BE RATIFIED**

For years Amtrak insisted on one-time lump sums instead of actual percentage increases, as well as savage decreases in our health care benefits. TCU and our coalition partners held the line – the TA provides for a significant 18.8% in compounded percentage wage increases and our health care benefits have been protected.

Extremely important is the freeze on employee contributions at \$228 for the next 4 years. This ensures that TCU members will continue to pay a significantly lower percentage of costs than most current health plans. The freezing of the monthly contribution was a major setback for Amtrak, as throughout the negotiations they insisted on a monthly cost-share tiered structure which included costs that exceeded \$900/employee/month; \$1,900/employee and spouse/month; \$1,660/employee and child(ren)/month; and \$2,674 for employee and family/month.

Frankly, our present Health Care Plan is and continues to be one of the best there is. In fact, our plan is ranked under the Affordable Care Act (ACA) at the Platinum level, paying 94.2% of medical expenses. The average U.S. plan is ranked at the ACA Silver level, paying only 70% of expenses. Even the New Hire Plan is ranked at the Platinum Level paying 89.9% of medical expenses.

## **CONCLUSION**

After three long and contentious years of negotiations, TCU is proud to submit this tentative agreement to you for consideration. With ratification, you and your family will receive several thousand dollars in back pay together with thousands more in increased wages. Your health care will remain at the Platinum Level, paying 94.2% of medical expenses. Your early retirement medical benefits have been protected. Your monthly health and welfare contribution will be set at \$228 per month for the duration of the agreement and can only be changed in the next round of bargaining commencing January 1, 2022. Members in active military service will receive an additional five days paid leave. And finally, all work rules have been protected. NO changes.

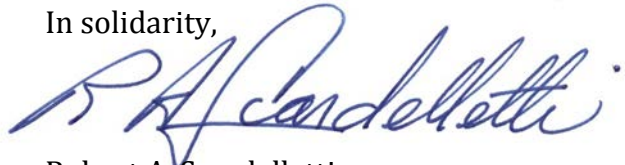
For all the above reasons the TCU, together with our coalition partners – the IAMAW, IBB, IBEW, SMART Mechanical, NCFO, TWU and UNITE-HERE – have all initialed identical agreements. Subsequently, SMART-Transportation (formerly UTU) has also initialed a similar agreement. The TA now covers 70% of Amtrak employees.

The Health & Welfare Contract Summary included in this packet will give you an overview of the plan changes. A complete copy of the new agreement is included along with your ballot and the agreement will also be posted on the TCU website.

If you have any questions regarding the proposed agreement, you can email them to [TCUTA@tcunion.org](mailto:TCUTA@tcunion.org). Your questions will be answered by return email as quickly as possible. Ballots have been mailed to the addresses of record. Members who do not receive a ballot for any reason may also contact [TCUTA@tcunion.org](mailto:TCUTA@tcunion.org).

Sisters and Brothers, as your National President, I present this excellent agreement to you and strongly recommend that you vote **FOR** ratification.

In solidarity,



Robert A. Scardelletti  
National President

Enclosures

**Remember, to be counted your ballot must be received no later than  
February 27, 2018.**

## **Amtrak Health and Welfare Contract Summary**

Slight changes to the AmPlan's health and welfare provisions will be made under the Network Plan and Prescription Drug Program. A separate Plan will be established for employees hired on or after January 1, 2019. There are no changes to the Comprehensive Plan, Mental Health coverage, Vision Plan or the Dental Plan. Finally, there are no changes to the retiree medical benefits under the Early Retiree Medical Program.

### **Cost Sharing**

\$228

Effective January 1, 2018, the current monthly employee contribution will increase to \$228 but will be frozen until the next agreement and must be mutually agreed upon at the conclusion of negotiations in the next round of bargaining that begins on January 1, 2022. Other than a few months, there are no retroactive cost-sharing amounts.

Because of this freeze, employees will be paying significantly less than the previous calculation of 15% of Plan costs by 2022. It is estimated that without the freeze, the 15% formula would have resulted in employees paying as much as \$3,600 a year, depending on the rate of medical inflation.

There **are no changes** to the in-network services, **except** for emergency room copays and the introduction of Telemedicine. Changes to the in-network ER copays and the out-of-network services are as follows:

<b><u>Plan Design Changes</u></b>	<b><u>New Plan Benefits</u></b>	<b><u>Previous Plan Benefits</u></b>
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#### **Network Plan – In-Network**

Emergency Room Visit	\$100 (1/1/19)	\$75
	\$125 (1/1/21)	
Telemedicine (New)	\$ 20	N/A

### **Out-of-Network Annual Deductible**

Effective January 1, 2019, the annual deductibles under the out-of-network services will change from \$300 to \$500/individual and \$900 to \$1,000/family.

The annual family deductible applies no matter how many covered family members there are.

## **Out-of-Network Out-of-Pocket Maximums**

Effective January 1, 2019, the out-of-pocket maximums will change from \$1,500 to \$3,000/individual and \$3,000 to \$6,000/family.

The annual family out-of-pocket maximum applies no matter how many covered family members there are.

These out-of-network changes will impact a very small percentage of members, estimated to be approximately 0.6%.

## **Plan Design Changes**

### **Telemedicine**

This new program provides 24/7 access to a doctor via mobile device, computer or telephone for non-emergency conditions including, but not limited to, allergies, bladder infection, bronchitis, cough/colds and more. This program will provide convenient access to medical care from the privacy of your own home or office. Most visits take only 10-15 minutes and, if needed, doctors can write prescriptions that can be picked up at your local pharmacy. The in-network copay is \$20, the same as a primary care visit.

### **Aetna's High Performance Network**

This program promotes better outcomes, fewer complications and reduced hospital readmissions. Through Aetna's Aexcel's Network, members can seek services from a specialist in one of 17 medical specialty categories including: cardiology, cardiothoracic surgery, gastroenterology, general surgery, obstetrics and gynecology, orthopedics, otolaryngology, neurology, neurosurgery, plastic surgery, urology, vascular surgery.

In addition to getting better medical outcomes, members also save on out-of-pocket costs. The copay for these specialists will be \$20, the same as a primary care physician.

The specialists in the program are highly rated on quality and efficiency; they demonstrate lower complication rates; use treatments shown to improve outcomes; and are recognized by the American Heart Association, American College of Obstetricians and Gynecologists, Agency for Health Research and Quality, Society of Thoracic Surgeons, Centers for Medicare & Medicaid Services for health care quality and safety.

### **Extension of dependent coverage for members who go on medical leave or disability**

This change eliminates the confusion and inconsistent manner in which Amtrak handled this coverage in the past. Eligible dependents of all crafts will now have the same period of coverage

as the member. For members who stop working due to medical leave or who become disabled on or after July 1, 2018, their eligible dependents will have medical coverage for twenty-four (24) months (the same as the member) from the date the member last rendered compensated service.

### Married Employees

Effective January 1, 2019, coverage for married Amtrak members will be the same as non-married couples. Benefits will be provided under one of the employees and will be subject to all plan conditions with only one employee making monthly contributions.

### Prescription Drug Plan Changes

To ensure drug safety; certain drug programs will be implemented as described below. Interactions between some drugs can cause harmful side effects or even death. With these programs, members and their doctors can be assured that the patient is taking the appropriate medication at the appropriate dosage with no adverse drug interactions.

### Opioid Control Program

To alleviate potential harmful side effects, abuse and/or addiction that may result from patients taking multiple medications or controlled substances, CVS/Caremark will monitor the prescriptions being dispensed for quantity, duration and pharmacy management for medications that may exceed Federal guidelines. If CVS/Caremark identifies potential problems, the member and their treating physician(s) will be notified that the member will be restricted to a specific retail pharmacy for prescription purchases.

### CVS/Caremark Value-Based Formulary

This program will modify the formulary drug list to eliminate non-brand formulary drugs for all new medications prescribed on or after July 1, 2018. For any newly prescribed medication, generic drugs will be dispensed, where available.

However, individuals currently taking a brand name drug will be grandfathered and will not be required to change to a generic medication (if applicable), until such time as the medication ceases to be renewed or another drug is prescribed.

Should a patient not be able to take the generic drug, the program allows for prior authorization exceptions. The treating physician must submit prior authorization requests with evidence of medical necessity showing the patient has tried other medications and the brand name non-formulary medication is required.

If an individual is taking a drug where a generic is available, the individual and his/her treating physician will receive a notification from CVS/Caremark providing instructions on how to seek the required prior authorizations, if applicable.

In the event an individual continues to receive a medication where a generic is available and no prior authorization has been granted, the member will be responsible for the full cost of the medication.

Again, as noted, those individuals currently taking medications where a generic is available are not subject to this rule until a new medication is prescribed or the current medication is no longer renewed.

#### Advanced Control Specialty Prescriptions Formulary

This program adopts changes to the formulary list for certain specialty drugs where there are multiple specialty drugs within a specified drug class such as, but not limited to, drugs for: fertility, hematology, hemophilia, hepatitis C and others. Members prescribed any of the medications in the current 17 specialty classes under the program may be subject to a change in medication.

A request for prior authorization for grandfathering is available and based on clinical appropriateness. CVS/Caremark will notify and advise affected members to speak with their physician about a potential change in medication or instruct them to request an exception.

#### Mandatory Maintenance Prescription Choice

A member taking a long-term medication, defined as a maintenance drug taken for high blood pressure, asthma, diabetes, or high cholesterol, the program requires that these medications be dispensed for a 90-day supply at a local retail CVS or by mail order.

To allow members sufficient time to obtain a new prescription (if necessary), CVS/Caremark will provide a 3-refill grace period. Starting with the 4th refill, if the prescription is still dispensed for less than a 90-day supply, the prescription will be denied and the member will be responsible for the full cost of the medication.

Switching to a 90-day supply **saves approximately \$90/year** and is more convenient – it saves members from having to go to the retail pharmacy every 21 days and helps them stay on their medication without interruption.

To obtain a new prescription for a 90-day supply with appropriate refills, a member should contact their physician or ask their local CVS pharmacist to help move the prescription to a 90-day supply.

Members will receive a notification from CVS/Caremark announcing this program.

### **New Hire Plan**

Effective January 1, 2019, a separate plan will be established for newly hired employees. Employees hired on or after January 1, 2019, who elect medical coverage, will be covered under the New Hire Plan for the first five (5) years of employment. At the end of the fifth year, employees will have the opportunity during the annual open enrollment to elect to remain under the New Hire Plan or to elect coverage under any other Plan applicable to other active employees.

Current members covered under AmPlan I who are subject to this tentative agreement will have the opportunity during the annual open enrollment to elect coverage under the New Hire Plan effective January 1, 2019.

Specific plan design details are shown on Addendum 1 of the attached Memorandum of Understanding.

January 4, 2018

**Memorandum of Understanding**

**Between**

**The National Railroad Passenger Corporation (AMTRAK)**

**And**

**Amtrak Employees Represented By**

**Transportation Communications Union (TCU)**

The parties hereby agree to the following terms and conditions of employment for a new labor agreement (Agreement) for the period January 2, 2015, through December 31, 2021. This Memorandum of Understanding is subject to ratification by the membership of each Organization, and approval by the AMTRAK Board of Directors. The rules in the agreement(s), other than those subject to change herein, shall be negotiated separately between the Carrier and the respective Labor Organizations. The rule changes set forth in this Memorandum of Understanding shall be effective upon the date of ratification, unless specified otherwise. The parties will meet to finalize the Memorandum of Understanding at a mutually agreeable time in the near future.

**ARTICLE I- WAGES**

**Section 1- Wage Increase Implementation**

- (a) All rates of pay resulting from Section 2, below for employees covered by this Memorandum of Understanding shall be applied as follows:
  - 1. Disposition of Fractions -- Rates of pay resulting from application of Section 2 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.
  - 2. Application of Wage Increases -- The increase in wages provided for in this Article shall be applied in accordance with the wage and working conditions agreement in effect between Amtrak and the labor organization party hereto. Special allowances not included in 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- General Wage Increases**

<b>Increase</b>	<b>Increase Effective Date</b>	<b>Increase Rate</b>
First General Wage Increase	July 1, 2015	1.25%
Second General Wage Increase	July 1, 2016	1.50%
Third General Wage Increase	July 1, 2017	1.50%
Fourth General Wage Increase	July 1, 2018	2.75%
Fifth General Wage Increase	July 1, 2019	3.00%
Sixth General Wage Increase	July 1, 2020	3.75%
Seventh General Wage Increase	July 1, 2021	3.75%

## **Section 3 - Retroactive Pay:**

Beginning July 1, 2015, active employees (including those that have subsequently retired or died) will be entitled to retroactive pay, subject to standard exclusions and any historical offsets, unless otherwise provided for in this agreement. Payments will be processed as soon as possible, but in no event later than 90 days from the date of ratification.

## **ARTICLE II- Health Care**

### **Part A- Plan Changes**

#### **Section I-Continuation of Health and Welfare Plans**

AmPlan I, Dental, Vision, AD&D, 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.

#### **Section 2- Plan Design Changes**

- (a) Emergency Room Co-pay shall be increased to \$100 effective 1/1/19, and to \$125 effective 1/1/21 (waived if admitted).
- (b) Clinical Management and Quality of Care Initiatives no earlier than 7/1/18.
  - 1. Telemedicine option- Same co-pay as primary care physician
  - 2. Aetna's High Performance Network- If an identified High Performance Specialist is used, the primary care co-pay will apply.
  - 3. Opioid Control program covering quantity, duration, and pharmacy management- hard stop letter for multiple pharmacies out of network, and implementing CDC and FDA quantity and duration limits.
  - 4. CVS Value-Based Formulary- generic prescriptions where available subject to continued medical necessity exception standard. Current prescriptions will be grandfathered until the point in time the prescription ceases to be renewed.
  - 5. Advanced Control Specialty Prescriptions Formulary where multiple specialty drugs are available will be managed in accordance with clinical, price and efficiency standards.

6. Mandatory Maintenance Prescription Choice- (90 day, at CVS/mail).
7. Effective 1/1/19 Amtrak couples will participate in AmPlan I as non-Amtrak couples, subject to all plan conditions, provided however, that only one employee contribution will be paid.
8. Medical plan coverage, inclusive of dependent coverage, for employees who cease to render compensated service after the date of this agreement as a result of disability due to illness or injury; or who become disabled before coverage as a furloughed, dismissed or suspended employee ends; shall be changed to end on the earlier of the following: the date the disability ends or at the end of the twenty-four (24) month period following the month in which the employee last rendered compensated service.
9. Out-of-Network (OON) Cost 1/1/19- Share for employees who have network coverage and choose OON services
  - Deductible- \$500
  - Coinsurance- 75%
  - Out-of-pocket maximum- \$3,000

(c) New Hire Plan (See Addendum 1 subject to below)

1. An Amtrak New Hire Plan is established for employees hired on or after 1/1/19. New hires electing health insurance coverage shall be required to participate in the New Hire Plan during the first 5 years of employment (through the end of the fifth calendar year). After 5 years of participation, the employee will have an annual choice during open enrollment to continue in the New Hire Plan or elect to participate in any other Plan(s) applicable to other active employees. All continuous service with Amtrak will count towards the 5 years of employment.
2. Coverage begins the first of the month following the month of Hire.
3. Contribution
  - \$170 in Addendum 1 with Spousal Surcharge of \$50 monthly (the amount will be frozen for agreement term)- Example TBD
4. Current AMPLAN employees subject to this agreement may participate in the new hire plan beginning 1/1/19.

**Section 3- Employee Contribution**

Beginning January 1, 2018, employees will pay \$228 per month for health care.

**Article III- MILITARY SERVICE**

Employees will be entitled to time off with pay for active duty service in the National Guard or Reserve Components of a branch of the Armed Forces of the United States. Military leave will be granted on the basis of an eight hour work day on a regularly scheduled day of work for a full time employee not to exceed 120 hours per year for a full time employee. Part-time employees will be eligible for a portion of 120 hours based on their regularly scheduled shifts during the week(s) in which their leave was taken. Paid Military Leave will be paid in full day blocks, partial day absences will not be permitted. Employees will be made whole for lost earnings of their

regularly scheduled shift, not to include meals, lodging, or transportation. The employee will submit a copy of their active duty orders, as soon as available and will also submit the pertinent "Leave and Earnings Statement" showing compensation for other than meals, lodging, or transportation for active duty as soon as possible following completion of the military leave so that Amtrak can perform proper calculations and process any amounts owed or recoverable.

#### **Article IV - GENERAL PROVISIONS**

##### **Section 1- Effect of this Agreement**

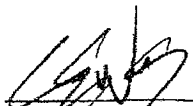
(a) The purpose of this Memorandum of Understanding is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the parties' respective Section 6 Notices with respect to the subjects covered by this Memorandum of Understanding.


(b) The Agreement shall remain in effect through December 31, 2021, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) No party to this Memorandum of Understanding shall serve, prior to January 1, 2021, (not to become effective before January 1, 2022) any notice or proposal for the purpose of changing the terms covered by this Memorandum of Understanding.

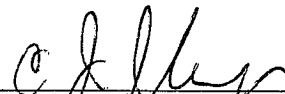
Signed January 4, 2018


##### **For Amtrak:**

  
\_\_\_\_\_  
Charles E. Woodcock, III  
Vice President Labor Relations

  
\_\_\_\_\_  
Aaron M. Buck  
Senior Director Labor Relations

##### **For the Organizations:**

  
\_\_\_\_\_  
John Jackson  
National Representative, TCU

  
\_\_\_\_\_  
Jack Dinsdale  
Vice Chairman, ASWC  
National Vice President, TCU

  
\_\_\_\_\_  
Robert A. Scardelletti  
National President, TCU

**ADDENDUM 1 1/4/2018 Tentative Agreement**

Covered Services		New Hire Plan	
		In-Network	Out-of-Network
<b>Deductible</b> (Individual/Family)		\$250/\$500	\$500/\$1,000
<b>Coinsurance</b>		90%	50%
<b>Medical Out-of-Pocket Maximum</b>		\$2,500/\$5,000	\$5,000/\$7,500
<b>PCP Office Visit</b>		\$20/visit; no deductible	50% after deductible
<b>Specialist Office Visit</b>		\$35/visit; no deductible	50% after deductible
<b>Urgent Care Center</b>		\$25/visit; no deductible	50% after deductible
<b>Convenient Care Clinic</b>		\$20/visit; no deductible	50% after deductible
<b>Preventive Care (no change)</b>			
<b>Routine Annual Physical Exams</b>		100% covered; no deductible	50% after deductible
<b>Well Child Care</b>		100% covered; no deductible	50% after deductible
<b>Well Woman Exam</b>		100% covered; no deductible	50% after deductible
<b>Inpatient Hospital Expenses</b>			
<b>Hospital Room and Board</b>		90% after deductible	50% after deductible
<b>Outpatient Hospital Expenses</b>			
<b>Emergency Room</b>		\$100 Co-pay/ \$125 January 1, 2021 Waived if admitted/ 90% after deductible	50% after deductible
<b>Outpatient Surgical Facility</b>		90% after deductible	50% after deductible
<b>Surgery</b>		90% after deductible	50% after deductible
<b>Prescription Drug</b>			
<b>Retail</b> (generic/brand preferred/ brand non-preferred)		\$10/\$20	Not covered
<b>Mail Order</b> (generic/brand preferred/ brand non-preferred)		\$20/\$30	Not covered
<b>RX Out-of-Pocket Maximum</b>		\$3,000/\$6,000	N/A

**Employee Monthly Contributions**
**\$170 per month; \$50 Spousal Surcharge**

NATIONAL RAILROAD PASSENGER CORPORATION  
1 Massachusetts Ave, NW, Washington, DC 20001



January 4, 2018

Re: "Me too letter"

Dear Sirs,

Based on our conversations leading up to the execution of the January 4, 2018 Memorandum of Understanding, it is understood in the event Amtrak reaches agreements with other Organizations (representing other crafts) which contain more favorable general wage increases or benefits during the current round of negotiations, such provisions will be incorporated into this agreement, unless such improvement(s) were made in consideration for other items in the agreement between the parties.

A handwritten signature in black ink, appearing to read "C. Woodcock, III", written over a horizontal line.

**Charles E. Woodcock, III**  
*Vice President Labor Relations*