

**January 4, 2018**

**Memorandum of Understanding Between  
The National Railroad Passenger Corporation (AMTRAK)  
And  
Amtrak Employees Represented By  
Joint Council of Carmen, Coach Cleaners and Helpers (JCC)**

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.