



Transport Workers Union of America, AFL-CIO

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"AMERICA'S FIGHTING DEMOCRATIC UNION"

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Sent Certified and Electronic Mail

December 30, 2021

Ms. Andrea Gansen
Vice President-Labor Relations
National Railroad Passenger Corporation
1 Massachusetts Avenue, NW
Washington, DC 20001

Re: Joint Council of Carmen (JCC) Section Six Notice

Dear Ms. Gansen:

Please consider this letter as the usual and customary notice served in accordance with Section 6 of the Railway Labor Act and existing JCC agreements to revise and supplement existing agreements in the manner and to the extent set forth in the manner in Attachments hereto. It is further proposed that these changes be made effective as of January 1, 2022, unless otherwise specifically noted in said Attachments.

It is our desire that conference on this notice be held at the earliest practicable date. Please suggest a time, date and place for conference.

We also reserve the right to serve additional notices to be handled concurrently with this notice.

Very truly yours,

John R. Feltz
Transport Workers Union of America
International Vice President
Railroad Division Director

Don Grissom
Assistant General President
Carmen Division-TCU/IAM

JCC

Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices

**National Railroad Passenger Corporation
(AMTRAK)**

SECTION 6 NOTICE

December 2021

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

SECTION 6 NOTICE

ATTACHMENT "A"

A-I: GENERAL WAGE INCREASES:

Each employee covered by the Collective Bargaining Agreement between the National Railroad Passenger Corporation (Amtrak) and the Joint Council of Carmen, Helpers, Coach Cleaners and Apprentices (JCC) shall receive a salary increase as follows:

Effective January 1, 2022, all rates of pay then in effect shall be increased by eight (8) percent.

Effective January 1, 2023, rates of pay then in effect shall be increased by eight (8) percent.

Effective January 1, 2024, rates of pay then in effect shall be increased by eight (8) percent.

Effective January 1, 2025, rates of pay then in effect shall be increased by eight (8) percent.

Effective January 1, 2026, rates of pay then in effect shall be increased by eight (8) percent.

Incorporated into all basic rates of pay for all purposes and all elements.

All retroactive wage payments due shall be paid within 90 days of ratification.

A-I Cost of Living

Cost of living increase

A-II EMPLOYEE INDIVIDUAL RETIREMENT PLAN

Establish as part of the collective bargaining agreement a 401(k) plan which provides for matching contributions up to 5% by Amtrak equal to the total amount contributed by each employee to his/her 401(k) plan during the calendar year.

Amtrak will pay all the administration cost of the plan.

A-III VACATION

Amend the Agreement to afford additional paid vacation as follows:

- 1 year to less than 5 years of Amtrak service = 10 days' Vacation
- 5 years to less than 10 years of Amtrak service = 15 days of Vacation
- 10 years to less than 15 years of Amtrak service = 20 days of vacation
- 15 years to less than 25 years of Amtrak service = 25 days of vacation
- 25 years plus of Amtrak service = 30 days of vacation

Change the vacation qualifying rules to enable employees not qualifying for full vacation benefits to have prorated vacation benefits based upon the percentage of vacation qualifying days worked in the previous year.

Change qualification rule to provide that employee be required to work one (1) day in year of retirement to qualify for vacation.

Employees shall be permitted to take two weeks of vacation in single day increments.

Vacation weeks shall be paid at 1/52 of the employee's previous year's gross salary or one week's base rate whichever is greater.

Vacations unused at the end of the calendar year, at the option of the employee may be rolled over to the following year's vacation entitlements.

A-IV HOLIDAYS:

Amend holiday provision (Appendix A) to include

- 1) Add paid holidays of Martin Luther King Birthday, Day after Thanksgiving, and New Year's Eve.
- 2) All holidays will be automatically paid at eight hours, if required to work will be paid at applicable overtime rates.
- 3) Remove all Bridging requirements

A-V PERSONAL LEAVE:

Reduce qualifying years for personal leave days.

Increase Number of Personal Days

- 1 year to less than 5 years of Amtrak service = 2 days
- 5 years to less than 10 years of Amtrak service = 3 days
- 10 years to less than 15 years of Amtrak service = 4 days
- 15 years to less than 25 years of Amtrak service = 5 days
- 25 years plus of Amtrak service = 6 days

Personal days unused at the end of the calendar year will be rolled over to the following year or the employee will have the option to be paid the remaining unused days at the end of the calendar year. Unused personal leave benefits shall be paid at the time of retirement, termination or upon request.

A-VI SICK LEAVE

(a) Commencing on the date of this agreement each employee who has been full-time for six (6) months will be provided an annual allowance of twelve (12) sick days. Sick days may be accumulated and carried over from year to year. Sick banks are not subject to any maximum accumulation.

(b) Employees will be able to utilize any and all sick days in their bank for personal illness or injury, or to care for any sick or injured family member provided that the employee is primarily responsible for the care of such family member.

(c) There is no waiting period or exclusionary period prior to payment. Sick leave shall be paid at one hundred (100%) percent of the daily rate based on an eight (8) hour work day.

(d) The 12 sick days shall not be applied to absenteeism.

2. Sick Leave Reimbursement Any employee who leaves Amtrak service for any reason, other than termination for cause, shall be entitled to a cash severance payment of fifty (50%) percent of the daily rate of pay of all accumulated but unused sick days.

ARTICLE VII BEREAVEMENT LEAVE:

Add grandchildren, grandparents, stepchildren, stepparents, step grandparents and spouse's brothers and sisters as relatives (in-laws) on whose death bereavement leave shall be granted.

Allow four (4) workdays' bereavement leave to be taken at any time up to seven (7) days following the funeral.

A-VIII SHIFT DIFFERENTIALS

Establish B (2nd) shift, C (3rd) shift and weekend pay differentials for all classes of service.

- 1) Shift differential 3pm to 6am 5% per hour
- 2) Weekend/shift differential of 10%.

A-IX SKILL DIFFERENTIALS:

- 1) Increase pay differential for CDL requirements to \$1.00.
- 2) Increase pay differential for welding to \$1.00
- 3) Increase all existing differentials by \$1.
- 4) Create \$2 per hour differential for operation of Track Mobile (8 hour Minimum)
- 5) Increase Mentor to \$24 per day

A-X TRAINING:

- 1) Establish trainer rates of pay.
- 2) All training outside of job bulletin assigned hours to be paid at overtime rates. Any training performed on assigned rest days will be paid at the overtime rates as prescribed in Rule 13 - overtime

A-XI MEAL ALLOWANCE:

Revise meal allowance rule, and increase meal allowance to Fifteen (\$15) Dollars
Amend meal period rule to provide for 30 minutes paid lunch.

A-XII Maternity and Paternity

Shall upon birth or adoption of child be entitled to two (2) weeks paid Maternity and Paternity leave which will be utilized prior to any other paid or unpaid leave.

A-XIII Paid Family leave

1 day per year of service- Bankable and payable at retirement

A-XIV Contracting out

Adding in language to existing Contracting language:

(1) Amtrak may not contract out work performed by members of the JCC bargaining unit until all furloughed members of the JCC bargaining unit at the location where Amtrak is considering contracting out that work are recalled from furlough.

(2) Prior to any contracting out work within the JCC bargaining unit, the carrier shall meet with the organization and provide a copy of the Request for Information (RFI) and Request for Proposal (RFP).

(3) The Carrier shall also prior to contracting out work within the JCC bargaining unit, notify the organization of the specific details as to what work will be done including the duration and location of the work. The Carrier shall also provide the organization with all the RFI and RFP responses received.

A-XV Clothing

- 1) Shoe allowance \$100/Clothing allowance \$100 per year
- 2) Amtrak to supply winter jackets, rain jackets and pants for all Carmen or Coach Cleaners.
- 3) Full reimbursement for all required safety equipment.

A-XVI Other issues

- 1) Job postings must be specific remove all "other duties assigned"
- 2) A 40-hr. guarantee (weather related notification time frame of 8 hours)
- 3) Change the 2-hr. incidental rule to not allow Foreman to do any JCC craft work.

A-XVII Entry Rate

- 1) Remove all entry rates.

A-XVIII Part Time Agreements

- 1) Remove all part time employee agreements.

A-XIX High Speed Rail

- 1) Remove High Speed lock-in agreement.

A-XX Overtime

- 1) Double time rate for all hours worked beyond 12 hours in a 24-hour period.

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

SECTION 6 NOTICE

ATTACHMENT "B"

B-I EMPLOYEE HEALTH INSURANCE CONTRIBUTIONS

Freeze employee health insurance contributions at the current monthly contribution rate of \$209.20.

B-II DENTAL BENEFIT IMPROVEMENT

Improve dental benefits.

B-III VISION BENEFIT IMPROVEMENT

Improve vision benefits.

B-V HEARING AIDS

Provide coverage for hearing aids.

B-VII Life Insurance

Increase all current JCC Members Life Insurance.

B-VII RETIREE LIFE INSURANCE IMPROVEMENT

Increase retirees life insurance.

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

SECTION 6 NOTICE

ATTACHMENT "C"

C-I SENIORITY

Eliminate rule 2 (i)

C-II BANK TIME

- 1) Remove 40 hr. cap on bank time allow 120 hours for all, to be used in that calendar year.
- 2) Allow bank time to be used at 2 hr. increments

C-III ATTENDANCE

Establish reasonable attendance program, including incentives for excellent attendance.

C-IV PROBATION

Revise probation rule to provide for ninety (90) days probation

C-V RULE 23 DISCIPLINE- INVESTIGATION-APPEAL

- 1) Discovery – The Carrier shall provide in any charge letter a list of all witness and copies of all documentation that will be entered at the investigation.
- 2) Employees shall have a right, upon request, to have a union representative present any time he/she is called into a meeting or conference with a carrier representative if asked to give a statement or in matters that may result in disciplinary proceedings.
- 3) Provide for rule governing expungement of discipline, to remove all discipline, including from permanent record to eighteen (18) months from the date of incident. Letter of reprimand to six (6) months.
- 4) Change Rule 23II(f) to read (f) If the final decision decrees that the charges against the employees were not sustained, the record shall be cleared of the charge. If held out of service (suspended or dismissed) the employees shall be reinstated with all rights unimpaired and reimbursed for all wages lost. To be made whole for all straight time, overtime wages, and out of pocket medical expenses. May also exercise seniority over any junior employee on their return.

C-VI Me-Too Clause

Union shall have right to select superior compensation, benefits or rules negotiated by any other union during this round.