

APPENDIX “A” – Health and Welfare Coverage Details

**Additional Language Contained in Article III and in
Attachment “A” to the August 3, 1992 Settlement in NMB Case No. A-12290**

It is further understood that, notwithstanding those provisions, Amtrak reserves its right consistent with the Award of Special Board of Adjustment No. 1029 and consistent with the jointness principles set forth below, that Amtrak may, with ninety (90) days notice to the union, pull out of GA 23000 and/or GA 46000, and select a substitute insurer or self-insured system, provided that the benefit levels thereunder are not changed from those agreed to in those national negotiations (unless changed by future collective bargaining between Amtrak and the BLE). Amtrak need not wait for final completion of the joint administrative and trust details before making the conversion.

It is further agreed that Amtrak employees will contribute an amount towards health care costs equal to the amount paid by employees under the national settlement. However, should Amtrak change insurance carrier from that of the national agreement, the amount of employee contribution for the cost of health care will be proportionately reduced based on any comparative reduction of premiums achieved by Amtrak due to such a change. It is understood that there will be no increase in employee contributions beyond the amount provided under the national settlement, in the event that Amtrak changes insurance carriers.

Jointness Principles

The parties agree to develop a plan for labor and management to jointly operate and administer a health and welfare benefits plan. The parties will discuss arrangements to effectuate this, including establishing a trust that would have adequate safeguards and guidelines for efficient and professional administration of the plan, including the use of an appointed neutral to act within a defined jurisdiction to resolve differences between the parties.

In order to assure competitiveness and from an administrative and economical perspective, the plan would necessarily be bid periodically, every three (3) years, for example, unless the parties agreed that the plan would not be bid a particular year.

Selection of an insurance carrier would be on the basis of the best bid from a qualifying insurance carrier with appropriate regard to the performance record in handling the Amtrak plan or similar plan(s). However, if the insurance carrier would be changed within two years, Metropolitan would be selected based on their current bid.

Specifically, Amtrak retains its right to self insure if such would be more economically beneficial and assure the same quality level of administration.

Amtrak will make every effort to design a proposed joint committee plan and share it with the union promptly. The BLE is also committed to reaching an agreement as soon as possible regarding the design and implementation of this joint administrative plan, including the selection of a neutral chairman for the committee.

Both parties understand that a health insurance plan and any agreement with respect to the administration of that plan will permit Amtrak employees of other crafts to be covered, as well as allow their representatives to participate in the work of the committee. However, "benefit levels and other health and welfare provisions" cannot be changed except with joint approval of the BLE and Amtrak.

April 1, 2001 Dental Plan Benefit Changes

Effective April 1, 2001, the dental plan benefits provided to full time employees are modified to include benefit changes contained in the 1996 National Agreements between the participating carriers represented by the National Carriers' Conference Committee and the employees represented by BLE, as follows:

1. The maximum benefit (exclusive of any benefits for orthodonture) which may be paid with respect to a covered employee or dependents in any calendar year is increased from \$1,000 to \$1,500.
2. The lifetime aggregate benefits payable for all orthodontic treatment rendered to a covered dependent, regardless of any interruption in service, is increased from \$750 to \$1,000.
3. The exclusion from coverage of implantology (including synthetic grafting) services will be deleted and dental implants and related services will be added to the list of Type C dental services for which the Plan pays benefits.
4. Repair of existing dental implants will be added to the list of Type B dental services for which the Plan pays benefits.
5. One application of sealants in any calendar year for dependent children under 14 years of age will be added to the list of Type A dental services for which the Plan pays benefits.
6. The Plan will pay 80%, rather than 75%, of covered expenses for Type B dental services.
7. The Plan will establish and maintain an 800 telephone number that employees and dependents may use to make inquiries regarding the Plan.

The benefit changes listed above are not intended to preclude the parties from agreeing to modify the dental plan benefits in the current or future rounds of collective bargaining or to conclude the current negotiations on these benefits.

July 1, 2001 Vision Plan Specifications

Amtrak will establish a Vision Care Plan to provide specified vision care benefits to all full time employees covered by the Amtrak/BLE Agreement and their dependents, to become effective July 1, 2001, and to continue thereafter as part of the collective bargaining agreement and subject to provisions of the Railway Labor Act, as amended, with benefit levels no less than those contained in the 1996 National Agreements between participating carriers represented by the National Carriers' Conference Committee and the employees represented by BLE, as follows:

1. Eligibility and Coverage. Employees and their dependents will be eligible for coverage under the Plan beginning of the first day of the calendar month after the employee has completed a year of service, but no earlier than July 1, 2001.
2. Managed Care. Managed vision care networks that meet standards no less stringent than those developed by the National Carriers' Conference Committee concerning quality of care, access to providers and cost effectiveness shall be established wherever feasible. Employees who live in a geographical area where a managed vision care network has been established will be enrolled in the network along with their covered dependents. Employees enrolled in a managed vision care network will have a point-of-service option allowing them to choose an out-of-network provider to perform any vision care service covered by the Plan that they need. The benefits provided will be greater than the benefits provided by the Plan when the services are performed by providers who are not in-network providers, including providers in geographic areas where a managed vision care network has not been established. These two sets of benefits will be as described in the table below:

Plan Benefit	In-Network	Other Than In-Network
One vision examination per 12-month period	100% of reasonable and customary charges	100% of reasonable and customary charges up to a \$35 maximum.
One set of frames of any kind per 24-month period.	100% of reasonable and customary charges ¹ -	100% of reasonable and customary charges up to a \$35 maximum.
One set of two lenses of any kind, including contact lenses, per 24-month period.	100% of reasonable and customary charges. ²	100% of reasonable and customary charges up to the following maximums: up to \$25 for single vision lenses up to \$40 for bifocals up to \$55 for trifocals up to \$80 for lenticulars up to \$210 for medically necessary contact lenses up to \$105 for contact lenses that are not medically necessary.
Where the employee or dependent requires only one lens.	100% of reasonable and customary charges.	100% of reasonable and customary charges up to a maximum of one-half of the maximum benefit payable for a set of two lenses of the same kind.

¹ Patients who select frames that exceed a wholesale allowance established under the program may be required to pay part of the cost of the frames selected.

² Patients may be required to pay part of the cost of spectacle lenses of lens characteristics that are not necessary for the patient's visual welfare. Moreover, patients who choose contact lenses in lieu of spectacles may be required by pay part of a contact lens evaluation fee and part of the cost of fitting and materials.

Unless Amtrak elects to participate in the National Freight Industry Vision Plan, it is intended that the Amtrak Vision Care Plan will be administered by the Joint Medical Administration Committee (JMAC), which will bear the same responsibilities and perform the same functions as it does with respect to the AmPlan Medical Plan. The benefit changes listed above are not intended to preclude the parties from agreeing to modify the dental plan benefits in the current or future rounds of collective bargaining or to conclude the current negotiations on these benefits.