

APPENDIX “G” – Right Care ... Day One and Transitional Duty

October 23, 2000

Mr. Mark B. Kenny
General Chairman
Brotherhood of Locomotive Engineers
General Committee of Adjustment - Amtrak
Cherry Tree Corporate Center - Suite 125
535 Route 38
Cherry Hill, NJ 08002-2948

Dear Mr. Kenny:

This has reference to the Occupational Health Work Related Injury Project flowing from the last round of bargaining.

As you may know, Amtrak and labor have piloted the program, “Right Care...Day One”, in the Mid-Atlantic. The elements of the project are outlined in attached brochure. Based on the successful results of the pilot “Right Care...Day One” program, the program will be rolled out on a permanent, system-wide basis effective January 1, 2001. Part of this program includes transitional work assignments, consistent with collective bargaining agreements and the attached Transitional Duty Policy.

As part of this roll out and support from labor, including support for and use of transitional work, Amtrak will implement the vision plan and dental improvement benefits provided in the last round of national freight negotiations for full time employees, including a new 7 day eligibility requirement for Amtrak’s benefit plans. These items are outlined in the attached Dental Plan Improvements and Vision Plan document. The dental improvements will be implemented on April 1, 2001 and the vision plan on July 1, 2001.

If you are agreeable to the foregoing, please sign in the space provided below, returning the original for our files. If you have any questions or particular concerns, please call Charlie Woodcock at (202) 9063981.

Sincerely,
(original signed by)
Joseph M. Bress
Vice President
Labor Relations

I CONCUR:
(original signed by)
Mark B. Kenny
General Chairman

RIGHT CARE ... DAY ONE PROGRAM OVERVIEW

Right Care ... Day One is a voluntary joint labor/management program designed to ensure that when employees sustain an on-duty injury, they receive the highest quality care and most appropriate care available from the time of injury until they are safely back to work. *Right Care ... Day One* is a comprehensive care management program which includes a toll-free (800) injury reporting hotline, a national network of credentialed occupational health and emergency medical providers, telephonic and on-site case management and transitional work opportunities.

Right Care ... Day One is an enhancement to Amtrak's current system for reporting and managing on-duty injuries. Amtrak has partnered with Continuum, a health management solutions company, to administer the *Right Care ... Day One* Program and provide case management services.

The Program was originally piloted on the Mid-Atlantic Division for a year and, according to Amtrak and unions who have participated, has been a success. Some UTU employees have even requested to enter the program according to Amtrak and have had no complaint. The Program is now in the process of being rolled out across the system.

QUESTIONS EMPLOYEES MIGHT ASK

- Q1. Will injury forms (such as 260) still have to be completed? A1. Yes. The same pertinent injury/employee information and the employee's statement must be completed as before Right Care ... Day One.
- Q2. Does an employee have to enter the Program? A2. No, the program is voluntary. Further, once in the program, the employee can opt out at a later date if he/she desires.
- Q3. If an employee does not enter the Program, or later opts out, what happens? A3. The employee would be handled under standard claims handling as before Right Care ... Day One.
- Q4. Who will treat me if I enter the program?
- A4. Normally employees will be treated by Program doctors selected for their expertise in treating occupational injuries. Employees can also use their own doctors. In this case, the Program doctor will consult with the employee's own doctor about the appropriate treatment and follow-up care.
- Q5. How often will there be treatment? A5. The amount of treatment and examinations will vary, and depend on such factors as the type of injury, treatment and employee progress.
- Q6. Will the employee be permitted time off from his work assignment for treatment? A6. Yes.
- Q7. Will the employee be able to see the report of the Program doctor? A7. Yes.
- Q8. What will an extra board employee who enters the Program be paid when on transitional work? A8. The guaranteed extra board weekly hours at the employee's rate of pay.

- Q9. Will a transitional work assignment be within an employee's crew base? A9. Yes, unless otherwise agreed upon by all parties, including the employee.
- Q10. Once starting an assignment, will the employee be able to "mark off" when he/she is unable to work due to the injury? A10. Yes.
- Q11. Would an employee be able to work an assignment if under medication? A11. Yes, but only so long as that medication does not impair or affect the employee's safe performance of the particular assignment.
- Q12. What role will the employee's doctor play in determining whether an employee can work a transitional work assignment?
- A12. Usually the employee's doctor and the Program doctor will discuss job qualifications which can be made available to ensure the employee is able to perform the assignment. If there should be disagreement after discussion, the matter will be referred to Amtrak's Medical Director for handling. If the employee or his doctor disagrees with the Medical Director's decision, the employee can opt out and be subject to standard claims handling.
- Q13. Could an alternative work assignment be in another craft? A13. No, only if the unions involved agree. If the General Chairman objects to an assignment that impacts another craft, it will not be utilized.
- Q14. Will anyone be observing the employee while performing on a transitional work assignment? A14. Yes, but in a normal supervisory capacity.
- Q15. What code of conduct would the employee be subject to on a transitional work assignment?
- A15. The same company rules as now (Standards of Excellence, for example). If there are others as with an alternative work assignment, they will be reviewed with the employee prior to the assignment.
- Q16. If an employee enters the Program, does the employee waive his FELA rights? A16. No.
- Q17. How are wages paid while on a transitional work assignment treated in a final injury settlement?
- A17. Monies paid to the employee during participation in the Right Care ... Day One Program are treated as and are considered wages. They shall directly offset any claim for wage loss and shall not be excluded from evidence should the matter go to trial.
- Q18. If an employee obtains a lawyer is he/she prevented from participating in the Program? A18. No.
- Q19. Would the "7 day rule" for benefits qualification apply in cases of disability leave or furlough? A19. No. If an employee is covered for benefits prior to such disability leave or furlough, coverage would continue for the periods specified in the benefit plan for disability leave or furlough.

TRANSITIONAL DUTY POLICY

- I. Purpose To establish procedures that will assist in the physical and emotional recovery of employees who have been temporarily disabled due to a job related injury or illness and cannot immediately return to their current job. These procedures provide for the temporary transitional assignment of a disabled employee and may include, (1) selected tasks within the scope of their craft, known as modified duty, or (2) assignments outside the scope of any craft educational opportunities, work hardening, physical therapy and volunteer work outside the company, collectively known as alternative duty. Such activity is meant to support the employees' rehabilitation, must benefit the company and not violate the scope of existing collective bargaining agreements.
- II. Coverage All employees of Amtrak, on a voluntary basis, who have sustained a job related injury or illness resulting in a temporary restriction from normal work activities. A qualified physician must have imposed such restrictions.
- III. Authority Transitional duty may be authorized only by a company-approved physician for those employees who have sustained job related injuries or illnesses and are expected to return to work. The initial duration will not exceed 60 calendar days.
- IV. Responsibility Within 24 hours of the injury or authorization to return to work in a transitional capacity, the Manager Transitional Work (or other designee) will promptly meet or initiate a conference call with appropriate management personnel and union designee, if alternative duty is contemplated. They will review a selected alternative duty assignment. The employee will be provided any necessary training for the alternative duty assignment. The Manager Transitional Work or designee will assign and administer transitional duty assignments.
- V. Procedures
 - A. The company-approved physician will outline the employee's work restriction, and the expected duration of limited activities.
 - B. Assignment of Duties Transitional duties proposed by management will be performed in compliance with the following:
 1. If possible the work should first be within the craft and if such opportunities are not available possibilities outside the current scope of craft may then be explored. It should not affect the legitimate rights of other employees to perform their work. It must also comply with provisions of applicable labor agreements.
 2. This work must be able to be performed without threat to the employees' safety or safety of others.
 3. The company-approved physician must approve the work assigned and the employee must be willing and able without coercion to perform the work.
 4. The policy may be utilized to offer continued work immediately following an on duty injury or to offer a return to transitional duty following a period of lost time.

5. Transitional duty will initially be offered for up to 60 days, consistent with the employees' medical condition and in anticipation of the employee's return to normal work activities within that period. Transitional duty may be extended past 60 days so long as the company physician and the union designee approves it.

C. Administration

1. The transitional work assignment as outlined and approved by the company-approved physician will be made by the Manager Transitional Work or designee.
2. The Manager Transitional Work or designee will maintain personal contact with the employee to ensure the employee's understanding of the transitional opportunity and assure compliance with medical restrictions.
3. The case manager will maintain contact with the company-approved physician to review the employee's medical progress and to be certain that the employee is reporting for and receiving prescribed treatment.
4. If any questions arise concerning the employees' ability to perform transitional duty the Manager Transitional Work or designee will contact and consult with the medical director who will then decide whether it is medically appropriate for the particular transitional duty. The medical director will follow all appropriate protocols including following up with the employee's medical provider.

D. Record Keeping

1. In all cases of transitional work assignments, the Manager Transitional Work or designee must complete NRPC form 2818 (HRS Master File Update) weekly and fax it to the appropriate claims office for authorization. Claims will then forward this form to the appropriate payroll office to ensure that the employee receives his regular pay while on transitional duty.
2. Disposition of the employee upon completion of the transitional assignment reports of lost time or necessity for any further medical treatment must be documented and reported to Amtrak's Central Reporting office within the prescribed limits as outlined in Accident/Incident Reporting guidelines.
3. Current reporting requirements are not superseded by this procedure.

E. Legal Effect of Wage Payments

Payments received pursuant to this policy are for all purposes a continuation of the employee's regular and ordinary compensation, are voluntarily made by Amtrak to indemnify itself against FELA liability, shall be considered wages for all purposes, shall directly offset any claim for wage loss and shall not be excluded from evidence through operation of rule, regulation, or statute.