

APPENDIX “K” – Engineer Training Agreement

Appendix “K” of the Agreement between the National Railroad Passenger Corporation (Amtrak) and the Brotherhood of Locomotive Engineers & Trainmen (BLET) is modified this date, June 1, 2015 as follows:

Preamble

The parties fully recognize the importance of quality Passenger Engineer training, and the equal importance of all employees possessing a clear, unambiguous understanding of what is expected of them while engaged in the Engineer Training Program (ETP). To that end, Amtrak and the BLET hereby agree to work cooperatively in order to maintain and promote continuing improvement in the ETP. The program is designed and intended to deliver a comprehensive training curriculum within a classroom and field environment conducive to fully developing the knowledge, skills and abilities required of an Amtrak Passenger Engineer.

I. ETP Candidate Selection Process, Pay Rates & Allowances

A. Candidates for the ETP will be selected from internal and external applicants. A three-member Interview Panel (IP) will be comprised of: 1) a Road Foreman or his/her designee, 2) a representative from Talent Acquisition, and 3) the BLET Local Chairman having jurisdiction or his/her designee. Said IP will utilize the pre-employment testing model(s) as agreed by the parties. Consensus of the IP will guide the selection determination. The interview process for candidates will be conducted in person—where practical. However, it is further understood that candidates will not be hired solely on the basis of a telephone interview.

B. Candidates hired for the Amtrak ETP will be divided into two (2) distinct and separate categories, which are distinguished as follows: Category I) Student Engineers who do not hold 49 CFR, Part 240 Train Service Engineer Certification, and Category II) Passenger Engineers who presently hold or have previously held 49 CFR, Part 240 Train Service Engineer Certification from a Class 1 carrier. However, in order for candidates to be considered Category II Passenger Engineers for purposes of the necessary training to be delivered, and/or rate and vacation progression improvement consistent with the parties Appendix “T”, said candidates cannot have more than a (12) month break in service between their prior employing railroad and date of the letter instructing the candidate to report for the interview with the IP.

Furthermore, said candidates must have actively worked a minimum of 150 days as a Locomotive Engineer for that carrier within the 365 day period preceding the date of the letter instructing the candidate to report for the interview. Any questions concerning the candidate holding the requisite operating experience in engine service will be timely referred to the Amtrak System General Road Foreman who will consult with the BLET General Chairman for a final determination.

Upon being selected to participate in the ETP, all candidates will be required to sign a letter offering employment issued by Amtrak Talent Acquisition defining the category in which hired and the applicable hourly rate and vacation entitlement. Once said offer letter of employment has been properly issued and executed, no further consideration will be given to any subsequent appeal or dispute that may arise in that regard.

C. Employees engaged in the ETP will be reimbursed for actual, reasonable and necessary travel, deadheading when required, and lodging and meal expenses while engaged in orientation, classroom instruction and on-the-job phases of training. During the classroom phase of ETP the daily per diem allowance will be set at \$30.00, and will be reviewed periodically to keep current. Amtrak will provide employees engaged in the ETP specific written instructions detailing the terms and conditions of lodging arrangements and the submission of time cards in the PTT system.

D. While engaged in the ETP, Category I Student Engineers will be paid at the hourly rate of \$23.96 (effective January 1, 2015) with a minimum of eight (8) hours per day, which will be adjusted consistent with the same COLA and/or GWI percentages set forth in future BLET collective bargaining agreements. Category II Passenger Engineers will be paid consistent with the terms and conditions set forth by the Agreed Upon Questions & Answers in Appendix "T". During the On-the-Job Training (OJT) phase, all those engaged in the ETP will be compensated for required deadheading, and provided lodging or suitable allowance in lieu thereof, meal allowances, and held time as provided by controlling Agreement rules.

II. 49 CFR Part 240 Certification & Establishing and Exercising Seniority

A. Employees successfully completing all phases of the ETP will be considered as having met the requirements of 49 CFR, Part 240, and will establish national engine service seniority on the date of the first day engaged in the Classroom Instruction Phase of the ETP. Those successfully completing the ETP may exercise seniority in accordance with Article II (B) below. It is further understood that notwithstanding the terms and conditions of Rule 24, the probationary period governing those employees will be six (6) months from the last day of classroom instruction. Subsequent to that probationary period, employees involved in disciplinary matters will be handled consistent with the terms and conditions set forth in Rule 21.

B. Upon completion of the ETP, Category I and II Engineers will be required to remain in the same geographic territory of the crew base where hired for a period of six (6) months from the date fully qualified on the physical characteristics of the territory, unless unable to hold such a position.

III. ETP Exclusivity

A. Employees engaged in the ETP should not be furloughed or used in other service for which they are qualified prior to completion of the program without consultation between the System General Road Foreman and BLET General Chairman. It is further understood that any approval for modification of this provision will not be unreasonably withheld.

IV. ETP Design Components

A. The ETP will consist of two phases as follows: 1) Classroom Instruction, and, 2) On-the-Job Training (OJT); including qualification on physical characteristics and territory specific customized training modules.

B. The classroom instructional phase of the ETP will be administered and delivered consistently to all employees engaged therein. The course syllabus will consist of: personal safety, 49 CFR Part 240 compliance, operating rules examinations, signal examinations, air brake instructions, train handling procedures, mechanical inspection practices, reading assignments, quizzes, hands-on simulator exercises, and mid-point and final examinations.

C. Employees failing to achieve satisfactory grades on classroom quizzes and assignments will be timely counseled and given the opportunity for additional instruction prior to the mid-point examination. However, any employee failing to achieve a passing average on the midterm or final examination will not be reexamined, and will be terminated from the ETP.

Note: It is understood that Amtrak Passenger Engineers, already possessing seniority, and engaged in the ETP for reinstatement purposes following injury, illness or discipline, and prior-righted Engineers participating in the ETP pursuant to the terms and conditions set forth by Section 1165 must pass the required examinations. However, Rule 21 and not the program termination provisions applicable to Category I and II Engineers engaged in the ETP will apply to those employees.

V. Pass/Fail Criteria

A. A minimum grade of 90% must be achieved on the following examinations:

1. Mid-term Air Brake;
2. Mid-term Mechanical;
3. Mechanical Final;
4. Air Brake Final;
5. CFR & Personal Safety;

B. Employees engaged in the ETP must also demonstrate the ability to execute the following exercises without exception.

- Air Brake and Train Handling.
- AMT 3, 2.3 Locomotive Departure Test.
- Locomotive Simulator.
- Locomotive component identification.

C. Operating Rules, Signal Aspects and Indications Training

All employees engaged in the ETP will be trained and examined on operating rules and special instructions. A score of 90% must be achieved when examined for that purpose. Those failing to achieve the required grade will be notified of same and allowed one (1) reexamination within three (3) days of the initial examination. Failing reexamination will result in termination from the ETP in accordance with Article VII of this Agreement.

All employees engaged in the ETP will be trained and examined on signal aspects and indications, cab signals aspects and indications, and IITS and train control systems. A score of 100% must be achieved when examined on signal aspects and indications. Those failing to achieve the required grade will be notified of same and allowed one (1) reexamination within three (3) days of the initial examination. Failing the reexamination will result in termination from the ETP in accordance with Article VII of this Agreement.

Note: It is understood that previously certified Amtrak Passenger Engineers already possessing seniority and engaged in the ETP for reinstatement purposes following injury, illness or discipline, and prior-righted Engineers participating in the ETP pursuant to the terms and conditions set forth by Section 1165 must pass the required examinations. However, Rule 21 and not the program termination provisions applicable to Category I and II Engineers will apply to those employees.

D. At the conclusion of OJT phase, all employees engaged in the ETP will be given a final proficiency field evaluation check ride by the designated Road Foreman of Engines on all routes upon which they will be required to operate. Additionally, as new simulators are implemented, a final simulator proficiency examination will be required. Employees will be allowed ample opportunity to re-familiarize themselves with simulator operations prior to the final simulator proficiency examination. In both instances (field & simulator), a passing score of 4 and 5 must be achieved on the 1876 Evaluation Form in order to become certified as a Class 1 Train Service Engineer. The System General Road Foreman will notify the BLET General Chairman of any intended modifications to the ETP involving the use of new simulators.

VI. Instructor Engineers

A. Performing service as an Instructor Engineer (IE) is fully voluntary. Active Passenger Engineers expressing a willingness to perform service as an IE will be selected from the ranks of Passenger Engineers after review and approval by the designated transportation officer and the designated BLET Regional Chairman. For purposes of the ETP, they will report to the respective OJT Coordinator or Road Foreman having jurisdiction. IE's selected will be required to train all employees engaged in the OJT Phase of the ETP on diesel and electric locomotive operations in yard, work, conventional passenger, high-speed train operations and commuter service operations, if applicable. In the event that no Passenger Engineers volunteer to perform service as an IE at a certain crew base location(s), the System General Road Foreman and BLET General Chairman will consult for the purpose of resolving that

situation. It is further understood that to the extent necessary each division of the system will establish and maintain an OJT Coordinator position.

IE selection will be based upon, but not limited to, the following criteria: Part 240 Certification record, personal safety, operating rules examination scores, 1875 evaluations and efficiency TEST observations. In order for a Passenger Engineer to be considered for a IE position, and continue as same, he/she must have: 1) a minimum of four (4) years practical operating experience as an Amtrak Passenger Engineer, 2) achieved a minimum grade of 90% on their two previous annual operating rules examinations, and, 3) hold a service record absent of any Part 240 decertification events for a period of three (3) years, unless otherwise agreed between the System General Road Foreman and the BLET General Chairman. The final selection determination is subject to the approval of the System General Road Foreman and the BLET General Chairman.

In order to develop and perfect practical operating skills, IE's will allow "throttle time" to employees engaged in the OJT Phase of the ETP in terms of allowing said employees to operate locomotives, trains and equipment, provided the instructed employee has satisfactorily demonstrated to the IE that he/she is capable of operating said equipment without endangering the safety of the operation being performed. Prior to being allowed such practical operating experience, employees engaged in the ETP must successfully demonstrate adequate knowledge of the physical characteristics of the territory over which they will be operating. Should it be determined that an employee engaged in the OJT Phase of training is failing to satisfactorily demonstrate the necessary knowledge, skills, and abilities required to continue in the ETP, said employee and the BLET Local Chairman having jurisdiction will be properly notified of same by the appropriate Road Foreman of Engines or the OJT Coordinator, and said employee will be counseled concerning the specific areas where performance levels demand substantive improvement.

IE's will be responsible to comprehensively complete Student Engineer Evaluation Reports in the PTT system and to meet with the respective OJT Coordinator or RFE as periodically instructed. IE's providing the practical operating experience referenced above (throttle time), to Category I or II Engineers or Passenger Engineers requiring such training, will be paid one (1) hour allowance at the applicable Passenger Engineer hourly rate in addition to all other earnings for each trip or tour of duty.

B. Prior to performing service, IE's will be required to attend a one-day orientation training program in order to be fully instructed in the monitoring, evaluation and reporting processes required of the position. IE's will also be subject to a periodical performance review, and required to attend recurring training every three (3) years for that purpose. Said training will be paid in accordance with Rule 16.

C. When training employees, IE's will be responsible for the safe operation of their train in compliance with all operating rules and Special Instructions. IE's are relieved of responsibility for problems or delays resulting from training operating performances involving the following:

- Station stops – stopping short or missing platforms.
- Ride quality due to rough train handling.
- Penalty applications and delays resulting from failing to timely respond to the alerter, automatic train control or cab signal changes, and positive train control changes.
- Train handling delays and loss of schedule time account of speed restrictions and/or loss of time related to station stops and starts.

VII. Failure to Complete Program Successfully

- A. Failure to satisfactorily complete any phase of the ETP in accordance with the terms and conditions set forth by this Agreement will result in termination from the ETP. Prior to terminating an employee from the ETP in accordance with this Article, the System General Road Foreman or his designee will review the progress of that student and consult with the BLET General Chairman for that purpose.
- B. An employee unable to complete the ETP due to a verifiable illness or authorized military leave of absence will not be considered as having failed. The decision as to whether such an individual must restart the ETP in its entirety or at some other interim point will be made by the System General Road Foreman after consulting with the BLET General Chairman.

VIII. Repayment of Costs Associated With Training

- A. An employee entering service after the date of this agreement who successfully completes training and voluntarily leaves employment with Amtrak shall be required to repay the Carrier for up to all (100%) of the costs associated with their training and initial hiring as outlined below. These costs may include, but are not limited to, training, lodging, meals and travel for attendance.
- (1) It is understood by the parties that training and initial hire costs may change over time due to economic factors. The Carrier will notify the Organization when such costs are changed. In addition, a projected cost breakdown of each item described in “(a)” above will be provided.
- (2) If such employee leaves employment with Amtrak within one (1) year of the successful completion of their training, the new employee shall be required to repay the Carrier for all (100%) of the costs, as found in “(a)” above.
- (3) If such employee leaves employment with Amtrak after one (1) year, but before two (2) years of the successful completion of their training, the new employee shall be required to repay the Carrier for two thirds (66.7%) of the costs, as found in “(a)” above.
- (4) If such employee leaves employment with Amtrak after two (2) years, but before three (3) years of the successful completion of their training, the new employee shall be required to pay the Carrier for one-third (33.3%) of the costs, as found in “(a)” above.

- B. The terms for repayment of such training and initial hiring costs owed as a result of this provision shall be agreed upon, in writing, by the Carrier and the employee leaving employment.

IX. Maintaining ETP Course Content, Reporting Obligations & Standing Committee

A. Prior to any change in the content or format of the ETP, the BLET Chairman will be advised accordingly by the System General Road Foreman. The office of the BLET General Chairman will be timely provided the names of all employees engaged in the ETP; including, crew base location, seniority ranking, and the dates: training commenced, Part 240 Certification was achieved, and that the ETP was successfully completed.

B. In furtherance of the parties renewed commitment to maintain and promote a quality ETP, the six (6) member Standing Committee on Engineer Training, three (3) from the Carrier; including, the System General Road Foreman, and three (3) from the BLET; including, the BLET General Chairman, will meet bi-annually to review the program and make recommendations for continuing improvements as appropriate.

C. Should the System General Road Foreman and the BLET General Chairman deem it necessary to implement changes to enhance the ETP, any such changes requiring modification of this agreement will be submitted in writing to the Senior Manager of Labor Relations for approval.