

APPENDIX "T" – Manpower Shortage

November 9, 1999

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

Dear Mr. Kenny,

This has reference to our discussion in connection with a manpower shortage at different locations through the system and the use of certified engineers from other railroads that would be interested in working for Amtrak.

Due to a continuing shortage of engineers, it was agreed that Amtrak would offer to active or furloughed engineers from other railroads enhanced employment opportunities with Amtrak at locations where a shortage exists. In consideration of their FRA certification and as an incentive to accept employment with Amtrak, the following terms and conditions would apply in connection therewith:

1. Credit of up to five (5) years continuous service toward entry rates.
2. Credit of prior railroad service for vacation purposes to the extent enjoyed on their existing railroad.

NOTE: For the purposes of 1. above, a break in continuous engine service occurs when an engineer has not operated an engine in the twelve (12) months preceding employment by Amtrak.

Further, when an engineer is employed under this Agreement, any existing similarly situated engineer will likewise have their former railroad service credited in the same manner. For existing engineers, the increased rate will be applied prospectively and any vacation improvements will not be effective until the year 2000.

This agreement may be cancelled by either party with 20 days advance notice. If this properly reflects our understanding, please indicate your concurrence by signing in the space provided below.

Very truly yours,
(original signed by)
Larry C. Hriczak
Director-Labor Relations

I concur.
(original signed by)
Mark B. Kenny
General Chairman – BLE

NATIONAL RAILROAD PASSENGER CORPORATION
30th Street Station, Philadelphia, PA 19104



January 30, 2009

Mr. Mark B. Kenny, General Chairman
Brotherhood of Locomotive Engineers and Trainmen (BLET)
1985 Highway 34, Suite A7A-1, Mail Box # 11
Wall, NJ 07719

Dear Mr. Kenny:

This letter has reference to discussions concerning our desire to bring necessary clarity to Appendix "T" (the November 9, 1999 Letter Agreement) of the NRPC - BLET Labor Agreement. Consistent with that desire, the attached Questions and Answers have been jointly prepared and agreed to assist in bringing such clarity.

Please review the attached and advise me of your approval. Upon notice of your approval, I will distribute them to the appropriate parties on Amtrak for implementation and add them to Appendix "T" of the Labor Agreement.

Very truly yours,

A handwritten signature in black ink, appearing to read "Larry C. Hriczak".

Larry C. Hriczak
Director - Labor Relations.

Approved.

A handwritten signature in black ink, appearing to read "Mark B. Kenny".

Mark B. Kenny
General Chairman - BLET

Attachment

In order to bring necessary clarity to the spirit, intent and applicability of the November 9, 1999 Agreement (Appendix "T"), the Parties agree to the following Questions & Answers relative to entry rates and vacation entitlement.

Q. 1 For the purposes of Item 1 of Appendix "T", how must a candidate for Amtrak engine service prove previous 49 CFR, Part 240, Class 1 Train Service Engineer Certification and when is said proof required?

A.1 Amtrak engine service candidates must satisfy the 49 CFR, Part 240 Certification requirement demanded by this Agreement by providing copies of their Class 1 Train Service Engineer certification card(s), for the previous five (5) year period, as issued by their previous railroad. Said proof of certification must be presented, if possible, to the three (3) members of the Interview Panel during the initial screening interview process. However, proof of certification must be provided no later than the date offered Amtrak employment. Candidates must also sign appropriate release forms in order for Amtrak's System General Road Foreman's office to research prior safety conduct pursuant to 49 CFR, Part 240.113, and to obtain information relative to vacation eligibility and incremental rate progressions.

Q.2 Once provided, who is responsible for progression of the required certification documentation discussed in Q & A 1, and to whom and what Amtrak department must that documentation be sent for additional handling?

A.2 Following the interview, the Human Resources Department (HRD) representative participating in the interview process will immediately forward a copy of said proof of Part 240 certification to the appropriate Engine Service Supervisor at the division location where the candidate is to be hired. Said HRD representative will also furnish the System General Road Foreman's office with a copy of the proof of Part 240 certification and the safety conduct release forms.

Q.3 What credit will be given toward the entry rate progression?

A.3 Engine service candidates subject to this Appendix will be credited with one (1) calendar year of rate progression improvement for each calendar year of FRA, Class 1, Part 240, Train Service Engineer Certification, up to a maximum of five (5) years of continuous service. The engine service candidate's certification date will then be used to determine any subsequent rate progression increments.

Example A:

New Jersey Transit Engineer Smith, is presently at the 100% rate with NJT, but has only held Part 240 Certification for one (1) year. What rate progression would he be entitled to should he accept an offer of Amtrak employment.

Engineer Smith would be entitled to starting at the 80% rate progression based on the years he held certification.

Q.4 What is the maximum period constituting a break in service for an engine service candidate, and will all time worked for the previous railroad employer be calculated for rate progression purposes?

A.4 Engine service candidates subject to Appendix "T" must not have more than a twelve (12) month break in service between employment with their previous carrier and the date approved for Amtrak employment. Additionally, they must have performed engine service pursuant to FRA Class 1, Part 240, Train Service Engineer Certification requirements within the twelve (12) month period preceding-employment by Amtrak.

Example A:

Engineer McDade has held Part 240 certification for ten years with his previous railroad, but was on a leave of absence in management for over a year before being hired by Amtrak. Is Engineer McDade entitled to the terms and conditions of Appendix T?

No. His leave of absence would constitute a break in service and thereby exclude him from entitlement.

Example B:

Engineer Jones works for BNSF as a Train Service Engineer from June 2002 to June 2006. In 2006, he resigns from BNSF on favorable terms to finish his education, and subsequently graduates in June 2008. He then seeks engine service employment with Amtrak in late 2008. Is Engineer Jones entitled to the terms and conditions of Appendix T?

No. Engineer Jones has more than a twelve (12) month break in service between his employment status with BNSF and applying for Amtrak employment. Thus, he does not conform with the required criteria of Appendix T.

Q.5 What type of formal training and Part 240 Certification programs are recognized by Amtrak?

A.5 For purposes of Appendix "T", the parties will recognize the training and Part 240 Certification programs of the following Class I, freight, intercity, and commuter railroads listed hereinafter: Amtrak, Burlington Northern/Santa Fe (BNSF), Canadian Pacific (CP), Canadian Northern (CN), Union Pacific (UP), Norfolk Southern (NS), CSXT, New Jersey Transit (NJT), Metro North Commuter Railroad (MNCRR), Southeastern Pennsylvania Transit Authority (SEPTA), Massachusetts Bay Commuter Railroad (MBCR), METRA or the equivalent thereof. If there is any doubt whatsoever as to whether the formal training or Part 240 Certification of the previous employing railroad meets the requirements of this Appendix, immediate application for clarification and resolution of same

must be made to the System General Road Foreman's office. Following consultation between the System General Road Foreman and BLET General Chairman, a timely decision in the matter will be issued prior to any approval of Amtrak employment.

- Q.6 Does this Appendix apply to all classes of Part 240.107 Certification?
- A.6 No. This Agreement only applies to Class 1 Train Service Engineers.
- Q.7 Will engine service candidates serving probationary periods pursuant to 49 CFR, Part 240.117 be considered for Amtrak employment?
- A.7 No. Engine Service candidates serving 24, 36 and 60 month probation periods for previous decertification events will not be considered for Amtrak employment.
- Q.8 How does Appendix "T" apply to engine service candidates from Short Lines & Regional Railroads?
- A.8 Engine Service candidates applying from Short Lines & Regional Railroads must possess a minimum of two (2) years practical experience operating tonnage freight trains at speeds of fifty (50) miles per hour or greater, and must have received formal training in a Class 1 training program with a Carrier identified above in Q & A 5. A letter validating the performance of such service and formal training from an officer of the previous employing railroad will satisfy this requirement.
- Q.9 How will Appendix "T" apply to engine service candidates applying from locations other than within the United States?
- A.9 In cases where engine service candidates apply to Amtrak from prior railroads where the requirements of 49 CFR, Part 240.227 are applicable, said candidates will be required to provide formal training records and validation of practical experience from their previous employing railroad. A determination as to whether such candidates adequately meet the terms and conditions of this understanding will be made by the System Road Foreman's office following consultation with the BLET General Chairman's office.
- Q.10 How will engine service candidates be credited for purposes of Item 2 of the November 9, 1999 Agreement?
- A.10 Provided an engine service candidate does not have more than a twelve (12) month break in service between employment with their previous carrier and the date approved for Amtrak employment, they will be credited for vacation identical to the number of weeks allowed by their prior railroad employer, subject to the terms and conditions of the National Operating Vacation Agreement, as modified and applicable on Amtrak property. A document kept in the normal

course of business or a letter validating the amount of vacation allowed by the previous employing railroad will satisfy this requirement. The candidate should provide such validation to Amtrak, if possible, at the time of the interview process. However, it shall be provided no later than the date offered employment.

Example A:

A certified Locomotive Engineer, previously employed by SEPTA, applies and is accepted for Amtrak employment December 15, 2007. He/she provides Amtrak with the required records demonstrating his/her Part 240 Train Service Certification and vacation entitlement with SEPTA. Said records validate that he/she held 49 CFR, Part 240 Certification since January 23, 2003, and enjoyed two (2) week's vacation. What starting rate progression and vacation entitlement would he/she receive if approved for Amtrak employment?

The candidate would be entitled to start with Amtrak at the 95% pay rate immediately. He/she would receive the next rate progression improvement on January 23, 2008, resulting in the 100% rate becoming applicable that date. Effective 2009, the candidate would be entitled to two (2) week's vacation, which would be allowed provided he/she meets the applicable requirements of the National Operating Vacation Agreement as modified.

- Q.11 Will an engine service candidate accepted for Amtrak employment be duly notified of his/her applicable pay rate and vacation entitlement prior to accepting employment?
- A.11 Yes. Provided the engine service candidate meets all the requirements set forth herein, prior to accepting employment and reporting for any Amtrak required training, HRD will provide the candidate a written offer letter of employment confirming the applicable rate of pay and vacation entitlement.