

REVISED SYSTEM SAFETY AGREEMENT
BETWEEN THE
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
AND THE
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

This agreement supersedes and replaces any prior System Safety Agreement in its entirety.

Amtrak and the Brotherhood of Maintenance of Way Employees are committed to a safe and healthful work environment, free from intimidation and harassment, that meets or, where possible, exceeds all applicable Local, State and Federal Safety standards and to ensuring compliance with Amtrak's Safety Rules. In recognition of the importance of equal partnership in this process, Amtrak and the BMWE agree to the following:

I. Distribution of Safety Related Information to Employees

- A. It is the desire of Amtrak and the BMWE to use their best efforts to quickly and efficiently communicate safety related information to all involved and affected employees. To fulfill this goal, the parties agree to utilize the following procedures:
1. Amtrak's System Safety Department shall transmit necessary safety related information to the Engineering Department, the General Chairmen, and others as suggested by the Safety Advisory Committee.
 2. Engineering shall be responsible for transmitting such safety related information by the most appropriate means that will ensure such safety related information is posted as soon as practicable at all Division Headquarters where affected employees report for duty and that copies are provided to first line supervisors, and all safety liaisons, safety committee chairmen and others as designated by the duly accredited representative. Copies of such safety related information shall also be provided to the duly accredited representatives of the BMWE as soon as possible. It is anticipated that in addition to any other distribution method selected by Amtrak the information will also be provided electronically and when provided electronically it will be provided to all simultaneously.
 3. First Line Supervisory personnel shall be responsible for discussing urgent safety related information during daily job briefings with employees. Safety related information issued shall be discussed at the next available employee safety meeting.
- B. Amtrak shall issue instructions to appropriate supervisors to ensure compliance with the above procedures.

II. New Hire Training

A. Providing sufficient field and classroom training is critical to the safety of employees and Amtrak's operation. Prior to beginning work in the craft, or as soon thereafter as practicable, new employees shall receive training in areas such as the following:

1. Company Orientation
2. Management Presentation
3. Hazard Communications (Right to Know)
4. Protective Equipment (Personal)
5. RWP – Roadway Worker Protection
6. Safety Rule Orientation
7. AMT-2 Electrical Operating Instructions (where applicable)
8. Introduction to the Department
9. Introduction to the Work Site
10. Lockout Tagout Awareness - Phase I
11. Amtrak's Fall Protection Program
12. Department Training

NOTE: The parties recognize that employees may be hired on an individual or emergency basis and that advance training may not be possible due to the length and scheduling requirements of the program. In these cases, Amtrak shall schedule a training program for such employees at the earliest possible time, not to exceed sixty (60) days from their date entered service, unless otherwise agreed to by the parties. Notwithstanding the above, no employee shall be permitted or required to perform any work in the craft before receiving training on Roadway Worker Protection and AMT-2 awareness.

- B. An outline of the New Hire Training Program to be followed in the initial training provided under paragraph "A" above. The length or content of the new hire training program shall not be changed without advance approval of the Safety Advisory Committee, subject to FRA regulation.
- C. New employees shall be paid at the applicable pro-rata rate for time spent in training outlined above.

III. General Training

- A. All employees who work on or near tracks or along the right of way shall be provided training on Rules governing Roadway Worker Protection per regulation.
- B. All employees who work in electrified territory shall receive training on AMT-2-Electrical Operating Instructions, every two years.
- C. Employees in the Electric Traction Department shall be trained and qualified on AMT-2 and CPR annually.
- D. Safety Training, as required, will be available in areas such as:
 - 1. Personal Protective Equipment
 - 2. HAZ-COM
 - 3. Respiratory
 - 4. Lead
 - 5. Asbestos
 - 6. Hearing
 - 7. Confined Space
 - 8. Fall Protection
 - 9. Operating Rules
 - 10. Lockout/Tagout
 - 11. Other training that may be offered by Amtrak, generated by the Safety Advisory Committee or required by law
- E. Amtrak shall insure that all safety training required by applicable law or company policy is available and provided for job specific duty requirements.
- F. Employees participating in safety training under this Article shall be paid for time spent in such training in accordance with the applicable schedule agreement.

IV. Ability to Request Safety Training

- A. All employees shall be permitted to request safety training in any area relevant to their current job responsibilities and duties in which training is available. The employee shall make their request known by completing the Application for Safety Training and submitting such request to their immediate supervisor. A sample Application for Safety Training Form is included as Attachment I to this agreement.
- B. Employees bidding and bumping through the exercise of seniority will be provided the safety training that is necessary to perform their duties.

V. Work Place Safety

Amtrak and the BMW E agree to use their best efforts to ensure that all applicable local, state, and federal laws or regulations, and Amtrak safety rules are properly applied. It shall not be a violation of this agreement or any company rule for employees to refuse to start work, return to work, or continue working when any condition exists that violates an applicable local, state or federal law or regulation or Amtrak Safety Rule or procedure. Employees exercising their right under this Article shall be governed by the good faith challenge process and the Procedures for the Resolution of Work Place Safety Issues. The Procedures for the Resolution of Work Place Safety Issues, included as attachment number 2 is the current policy as of the date of this agreement unless changed by the Safety Advisory Committee.

VI. Accident/Injury Reporting and Investigation

- A. Employees must immediately report any job related injury or illness to their immediate supervisor. Amtrak will insure that medical attention is immediately made available to the employee. After receiving or declining medical attention the employee must complete NRPC Form 260 - "Amtrak Injury/Illness Report", which shall fulfill Amtrak's initial reporting requirements. The content of this Form may only be changed following review of such changes by the Safety Advisory Committee. Employees may request that their completed initial statement (NRPC 260-2) be reviewed by a representative of the BMW E prior to signing. However, such request may not unduly delay the submission of the report or the subsequent investigation of the circumstances involved in the incident.
- B. All employees will be provided the opportunity to complete Amtrak's computer based training to Handling Occupational Injuries and Illnesses.
- C. Injury investigations will follow Amtrak's injury investigation process. Investigations of employee injuries covered by this agreement will be investigated by a joint team consisting of the following:
 - 1. Management Officer
 - 2. BMW E Safety Liaison
 - 3. Foreman in Charge and/or Supervisor in Charge
 - 4. Technical Support as deemed appropriate by the team

NOTE: When directly involved in the incident under investigation, the Foreman in Charge shall be replaced by a BMW E Safety committee member or other employee as designated by the BMW E who is immediately available and qualified to participate in such investigation.

In the event circumstances do not permit full staffing of the joint team outlined above without causing undue delay in the investigation of the incident, a team consisting of one supervisory employee and one agreement member of the Safety Committee appointed by

a duly accredited representative of the BMW, will be considered sufficient to conduct the investigation.

The investigating team will complete the Amtrak Investigation Committee Report (NRPC 405). The completed report will be provided to the appropriate Amtrak Departments with a copy to the BMW Safety Liaison or his designated safety committee member having jurisdiction over the work area and to members of the Safety Advisory Committee. Reference to violations of safety rules or procedures in investigation reports is not intended to serve as discipline, nor shall such references negate the application of the discipline and investigation rules of the scheduled agreement.

- D. Employees involved in investigation of injuries and illnesses will be trained at Amtrak's discretion in accident investigation techniques.
- E. Time spent by BMW employees on investigations under this Article shall be paid in accordance with Rule 61 - Attending Investigations, of the Northeast Corridor Rules Agreement.

VII. Employee Safety Committees

- A. Amtrak will establish tiered safety committees. Safety committees will meet monthly regarding safety related issues and barrier removal. Each committee will publish agendas, meeting minutes, and a documented action plan to address safety concerns if applicable. Members are required to attend all meetings except in an emergency, address safety issue, and to publicize the committee's accomplishments. Safety committees are expected to function in an environment of mutual respect and cooperation and work towards making the immediate work environment free of injury and occupational disease. Any training for Safety Committee members will be provided as approved by the Safety Advisory Committee.
 - 1. Tier 1 - (localized tier): Each Safety Liaison will chair a safety committee that represents their specific discipline in their jurisdiction. Safety Liaisons will work with the appropriate management officer to establish and chair the tier 1 safety committees. All safety committee members will be appointed by the involved General Chairmen.
 - 2. Tier 2 - (Divisional tier): This tier will represent safety on the divisional level. The committee will be co-chaired by the Division Engineer and the Lead Safety Specialist. The committee will be represented by all liaisons within the division. Tier 1 agendas, meeting minutes, and documented action plans will be reviewed by this tier. If escalated resolution still cannot be reached, the matter shall be forwarded to the Safety Advisory Committee for review.
 - 3. Tier 3 - (System tier): The Safety Advisory Committee will review general safety performance and the activities of the safety committees, as well as to resolve disputes escalated to their level.

Territory (e.g. MAD-South Track) → Division (e.g. MAD) → Safety Advisory Committee

- B. Employees participating on Safety committees who are required to lose time from their assignments as a result of such participation shall be paid not less than the earnings of their regular positions. All other time spent in the performance of safety committee work

shall be paid at the straight time rate of their regular position. In all possible cases, safety meetings will be held during regular working hours. If required and authorized by management to perform safety committee work on a scheduled rest day, the employee shall be paid as provided in Rule 53 - Calls of the Northeast Corridor Rules Agreement.

VIII. Safety Liaisons

- A. Amtrak shall establish full time BMW Safety Liaison positions with responsibility for safety related matters involving employees within their specific territory or work functions, as outlined below:

1. New England Division	1 position
2. New York Division	1 position
3. Mid-Atlantic Division	1 position
4. Electric Traction	1 position
5. Production	1 position

The number and jurisdiction of any additional full time Safety Liaisons shall be determined by the Deputy Chief Engineer Maintenance and Director of Safety in consultation with the BMW General Chairperson having jurisdiction over the involved territory.

- B. Safety liaison positions will be posted in accordance with the advertisement rules of the agreements. The top seven applicants in senior order shall be placed on a list. Seniority shall be determined by date entered service into the sub department or departments for which the liaison position is advertised. Amtrak will provide the involved General Chairperson with the work history, qualifications, and discipline and injury record of the top seven employees. The Chief Engineer or his representative and the involved General Chairperson or his representative will alternately strike one name each from the list. The Union shall strike the first name and the Company shall strike the second name and so forth until one name remains. The remaining employee will be awarded the safety liaison position. The selected employee shall be appointed for a probationary period of six months, following which the employee's performance as a safety liaison shall be reviewed by the Safety Advisory Committee. The parties may mutually agree to remove the employee at the end of the six month probationary period. If less than 7 bid for the position Amtrak and the Union will attempt to reach consensus on a candidate, but if consensus cannot be reached the position will be readvertised.
- C. The assignment office shall develop a system where the Chief Engineer and the involved General Chairperson are notified 30 days prior to the expiration of a safety liaison's term. If it is at the expiration of the first two year term a determination will be made to extend the term another two years. The parties must mutually agree to appoint the incumbent for an additional two years, not to exceed a total four year appointment, without advertisement. If it is at the end of the second two year term it shall be so the position can be timely abolished and awarded simultaneously. Nothing in this agreement prevents an incumbent safety liaison from bidding his position after it has been abolished and readvertised at the end of the two year or four year period.

- D. Full time BMW Safety Liaisons shall report to a designated officer, as determined by the Deputy Chief Engineer Maintenance and Director of Safety.
- E. Compensation for Safety Liaisons:
1. Safety Liaisons will be paid the highest hourly rate within their Organization and will be subject to the terms of the Special Construction Agreement, including per diem.
 2. Safety Liaisons are not eligible for overtime unless such overtime will not interfere with Safety Liaison duties. Safety Liaisons will stand last on the all overtime and call out lists except for overtime related to safety liaison duties.
 3. The Deputy Chief Engineer Maintenance and the appropriate General Chairperson shall jointly determine the headquarters for each full time BMW Safety Liaison.
- F. BMW Safety Liaisons will be trained in injury prevention, accident investigation, behavior based safety techniques, and provided other training as approved by the Safety Advisory Committee. Safety Liaisons will not be held responsible for the duties assigned to them until they have been trained on these duties. Safety Liaisons will be provided with a cell phone, computer, internet access, printer access, workspace, and a vehicle.
- G. The responsibilities of Full Time BMW Safety Liaisons shall include:
1. Coordinate efforts of safety committee members:
 - a) Act as chair and Coordinate Safety committee meetings in their jurisdiction.
 - b) Meetings to occur on monthly basis.
 - c) Prepare and analyze the observation/inspection data for trends, behaviors, and barriers.
 - d) Identify observation/inspection strategies in response to trends derived from Observation data.
 - e) Coordinate with respective supervision to implement the identified corrective action(s).
 - f) When issues cannot be resolved, Committee Chair is to submit the background information, topic dispute, and recommendations for corrective action to the Tier 2 Safety Committee Chair.
 - g) Submit minutes from meetings to their supervisor and Lead Safety Specialist.
 2. Identify and coordinate necessary safety training:
 - a) Identified necessary training through gang, work and site observations.
 - (1) The identified training is to be submitted in writing to the respective manager having jurisdiction over employees and respective Lead Safety Specialist for review to determine if training proposal resolves the identified issue.
 - b) Provide training when qualified.
 3. Determine through observations that employees are complying with safe work practices.
 - a) Conduct observations/inspections and feedback of peers, and record the data in the RINCON or equivalent system (data/information will not be used to initiate discipline).
 - (1) Corrective Actions are to be included. If immediate corrective actions are identified, Safety Liaison will act jointly with employees and supervision to correct.

- b) A minimum of 5 observations/inspections submitted per week.
- c) Visit work sites to identify unsafe acts and to correct unsafe acts acting jointly with employee and supervision.
- 4. Participate in the accident investigations committees per the Amtrak Procedure.
 - a) Required to monitor the implementation of approved corrective actions from investigation reports, and provide monthly updates to the tier 2 safety committee chair.
- 5. Work within the framework of the Amtrak System Safety Program
 - a) Recruit new observers in the Divisions to expand and perpetuate the observation process in the geography.
 - b) The Safety liaison position will have a matrix reporting structure, in that guidance and at times specific directives will come from the Lead Safety Specialist and Assistant Division Engineers, while their designated supervising manager will oversee time approvals, overtime requests, and day to day facilitation. The Lead Safety Specialist and the direct manager will be in communication as to not provide conflicting directives.
 - (1) Weekly itineraries and work logs are to be submitted to their supervisor.

IX. Behavior

All participants to this agreement are subject to the Amtrak Standards Of Excellence in their dealings with each other.

X. Safety Advisory Committee

- A. An Engineering Department Safety Advisory Committee shall be established to monitor general safety performance and the activities of safety committees, as well as to resolve disputes on safety related issues and other matters specifically referred to them under the terms of this agreement. The Committee shall consist of the BMW General Chairpersons having jurisdiction on Amtrak or their designated representatives, the Deputy Chief Engineer Maintenance or their designated representatives and, a the Director of Safety – Engineering or their representative. The Safety Advisory Committee shall offer other labor organizations representing employees in the Engineering Department the opportunity to participate on the Safety Advisory Committee to ensure that safety concerns and issues involving all employees can be addressed.
- B. The Safety Advisory committee shall meet on a quarterly basis, or more often as required, on dates and at locations mutually agreed upon by the Committee, unless it is mutually agreed by the members to cancel a meeting. Co-Chairmen (one representing Labor and one representing Management) and a Recorder shall be selected by the Committee at their first meeting. The duration of appointments to such positions shall be as determined by the Committee.

- C. The Safety Advisory Committee shall be responsible for:
1. Reviewing investigation reports of occupational injuries and illnesses;
 2. Reviewing safety related material and issues to determine trends, their causes and remedies;
 3. Recommending safety training programs;
 4. Making recommendations to reduce occupational injuries and illnesses;
 5. Reviewing and attempting to resolve complaints presented to the committee on safety related matters or the application of this agreement;
 6. Developing and implementing policies for the proper application of this agreement;
 7. Recommending to the General Chairpersons and the Director-Labor Relations changes to the agreement that will improve safety;
- D. Decisions on safety related matters referred to the Advisory Committee shall be made through consensus of all members present or represented. Safety related matters involving only BMW employees and matters involving the application of this agreement shall be handled exclusively by the BMW and Amtrak Representatives of the Safety Advisory Committee, unless the parties agree otherwise.

XI. Effects of This Agreement

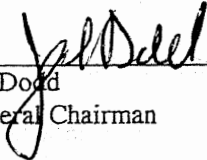
- A. Nothing in this agreement is intended to modify any existing rights under Rules 64 and 75 of the BMW Northeast Corridor Rules Agreement or Rule 14 of the BMW Corporate Rules Agreement.
- B. This agreement shall not serve as the basis for liability on the Brotherhood of Maintenance of Way Employees to any employee in the event of injury or illness. However, Amtrak is not obligated under any circumstances to hold harmless or repay the BMW for any liability they may otherwise incur in connection with this agreement.
- C. Nothing in this agreement is intended to enlarge in any manner the rights of employees under any statutes or common law. Employees and Amtrak shall not offer any provision of this agreement as evidence in any action brought by any employee against Amtrak under the Federal Employers' Liability Act, other statutes or the common law. Any document or information generated as a result of the provisions of this agreement shall be distributed only in conjunction with the administrative or disciplinary process under the parties' collective bargaining agreement or as required by law. Except as provided above, any violation of this confidentiality provision may be grounds for disciplinary action.

XII. Moratorium

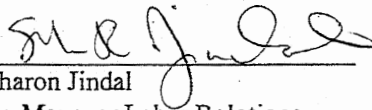
- A. Either party may cancel this agreement, in whole or in part, by providing sixty (60) days advance written notice of such intent. During the sixty (60) day period, the parties will meet in an effort to resolve the dispute. If a mutually acceptable resolution cannot be reached during such period, the agreement or part thereof shall be canceled as outlined in the notice unless the parties agree otherwise.
- B. If this agreement is canceled either in whole or in part, either party shall have the right to serve and progress notice, in accordance with the provisions of the Railway Labor Act,

on the specific issue(s) regardless of any other moratorium provisions that may exist between the parties.

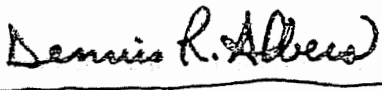
SIGNED THIS 8th DAY OF SEPTEMBER, 2015 AT PHILADELPHIA, PENNSYLVANIA



Jed Dodd
General Chairman



Sharon Jindal
Sr. Manager Labor Relations




Dennis R. Albers
General Chairman

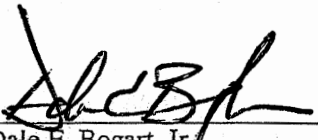


Andrew J. Keefe
Deputy Chief Engineer Maintenance

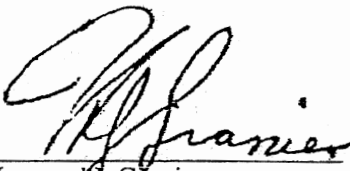
Louis R. Below
General Chairman



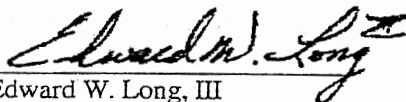
Matthew R. Porto
Director of Safety



Dale E. Bogart, Jr.
General Chairman

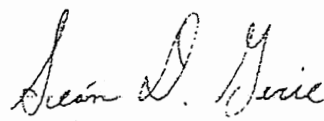


Hayward J. Granier
General Chairman



Edward W. Long, III
General Chairman

Approved,



Sean D. Gerie
Vice President

APPLICATION FOR SAFETY TRAINING
(MUST BE SUBMITTED IN DUPLICATE)

NAME: _____ DATE: _____

SOCIAL SECURITY NUMBER: _____

JOB TITLE: _____ GANG NUMBER: _____

GANG TYPE: _____ HEADQUARTERS: _____

SERVICE DATE: _____ TOUR OF DUTY: _____

BUSINESS ADDRESS

HOME ADDRESS

STREET: _____

STREET: _____

CITY: _____

CITY: _____

STATE: _____

STATE: _____

ZIP CODE: _____

ZIP CODE: _____

PHONE #: _____

PHONE #: _____

FAX #: _____

FAX #: _____

APPLICATION FOR

TO: (NAME) _____ TITLE: _____

APPLYING FOR THE FOLLOWING TRAINING: _____

JUSTIFICATION FOR TRAINING REQUEST: _____

EMPLOYEE SIGNATURE: _____

TO BE FILLED OUT BY SUPERVISOR:

NAME: _____ PHONE#: _____

TITLE: _____ DATE: _____

APPROVED: (Check Box)

DATE AVAILABLE: _____ CLASS/TITLE: _____

DISAPPROVED: (Check Box)

REASON: _____

SUPERVISOR SIGNATURE: _____ DATE: _____

ATTACHMENT No. 2

PROCEDURES FOR RESOLUTION OF WORK PLACE SAFETY ISSUES

It is the right of employees to:

- * Ensure applicable local, state and federal laws, regulations and company safety rules are applied on all job sites;
 - * Ensure that prior to commencing work, the work unit discusses all aspects of the work to be performed and the methods by which such work will be safely accomplished.
- A. Prior to beginning each assignment, the employee in charge will meet with all employees to review job requirements and to fill out Job Briefing Sheets. All safety aspects of the job to be performed will be discussed. Employees shall participate in such discussions and have the right to raise concerns and specifically request that safety rules be properly applied. Two-way communication is essential and encouraged. If conditions change after work commences, it is understood the safety aspects may need to be reconsidered.
- B. Should there be a dispute on the application of safety rules, employees must specifically state their concerns. The employee in charge will discuss appropriate actions to resolve such concerns. If no resolution can be found, the employee(s) who dispute the application will have the right to not commence the assignment, without fear of retribution or retaliation. The next level of supervision shall immediately be contacted to mediate and resolve the dispute. Disputes which cannot be resolved shall be documented as to time, location, persons involved and the rules and applications at issue, and referred to the Safety Dispute Panel for prompt review and resolution.
- C. The Safety Dispute Panel shall consist of the following:
- * A BMW Representative of the involved Safety Committee
 - * The BMW General Chairperson having jurisdiction or a designated representative
 - * The Deputy Chief Engineer Maintenance-East or a designated representative
 - * The Superintendent of Engineering Production or a designated representative.
- D. The panel will examine disputes referred to it for resolution including review of documentation and other

information needed to make a determination. The panel will provide the employee and supervisor written findings regarding their determination which shall be binding on the parties. A copy shall also be provided the Division Engineers.

- E. Abuse or misapplication of the work place safety provisions of this agreement shall be referred to the Safety Dispute panel for investigation. The panel shall recommend actions to address such matters to the Safety Advisory Committee.
- F. The rights and obligations of this procedure apply equally to management and agreement covered personnel.