

*"An Injury To One Is An Injury To All"*

## **Pennsylvania Federation**

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Office of the General Chairman  
Jed Dodd

February 1, 2011

To: All Amtrak Committees

Dear Brothers and Sisters:

Re: Safe to Safer Program

Until now, our Union has refused to participate in Amtrak's new safe to safer program. We had good reasons for our non-participation. Our main reason was we have a safety agreement with Amtrak, which was literally paid for with the blood of our dead members. While our safety agreement has not eliminated all accidents, it has reduced lost man hours, as a result of injuries, by 80% in ten years. This is a huge improvement and we did not want an outside consultant, with no understanding of the history of our safety struggle, to jeopardize what we have built. In addition, we do not believe in participating in joint programs without a written agreement to formalize management's promises. Finally, we did not see how sitting on a committee with trainmen could address the specific problems of our job sites.

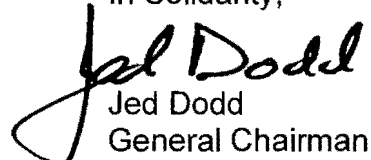
For over a year now, we have been meeting with Amtrak management to address the Union's concerns about participating in the Safe to Safer program. Obviously, we are interested in any program that will make our jobs safer and we have a duty to explore any offer to this end. On February 1, 2011, we reached an agreement with management on Safe to Safer and that agreement is attached. This agreement significantly enhances and strengthens our existing safety agreement. Moreover, it ensures that our participation will not penalize any worker, as a result of that participation. It also ensures, that the unique conditions faced by BMWED workers will be specifically addressed. We believe that this agreement will build upon the successes of our original safety agreement and correct some of the areas where our original safety agreement has not created the safer work environment we intended. It is likely that there will be some annoying bumps in the road while we implement this new

agreement, but our agreement ensures that these bumps are only annoying and not threatening to our working lives.

Our original safety agreement does an excellent job of protecting rights that workers have on the job when confronted with unsafe conditions. These are individual rights and are very important. However, the original safety agreement does not create a system where the individual can ensure that everyone else is working in a safe manner. We believe that workers have an absolute right to enforce safe working conditions and used properly the safety agreement provides these protections. What the original safety agreement does not provide is the right to insist that other workers work safely. In the past, we have had the contradiction of not being willing to report fellow workers for working in a dangerous way even though their dangerous behavior affects us all. The new Safe to Safer agreement will correct this weakness because it provides a means for the correction of unsafe work without naming names and getting people into trouble.

Only time will tell if this experiment will make our jobs safer. The experiment clearly can not make our jobs worse and we think that now we have it in agreement form it is worth a try. We have a kick off meeting with management to implement this agreement on March 3rd. Between now and March 3rd we will be putting out information about the new Safe to Safer agreement and holding meetings of our safety committees, local lodge officers and activists to explain this program. We will also be recruiting people to serve on the new committees that are created under this agreement. If you have a desire to serve on one of these committees please contact your Vice Chairperson to discuss that possibility.

In Solidarity,

A handwritten signature in black ink that reads "Jed Dodd". The signature is stylized with a large, sweeping initial "J" that loops under the name.

Jed Dodd  
General Chairman

cc Pennsylvania Federation Joint Protective Board  
All Amtrak General Chairmen  
President Simpson

## **Agreement between BMWED and Amtrak for the purpose of implementing the Safe-2-Safer project**

This refers to our discussions concerning employee participation in the implementation of the Safe-2-Safer Program. It is understood this Program will not supersede or conflict with the BMWED System Safety Agreement. The parties recognize that the BMWED-Amtrak System Safety Agreement as amended on March 7, 2003 has significantly led to the reduction of lost time and reportable injuries and commit to continuing and expanding the work of this agreement. The parties also recognize that more work is needed to ensure that all work place fatalities, injuries and other hazards are eliminated. This agreement has been reached through the consensus process of the Safety Advisory Committee established by the BMWED-Amtrak System Safety Agreement. In view of the collaborative and unique nature of the Safe-2-Safer program, the following will apply to the conduct of the program for the BMWED in the Amtrak Engineering Department.

### **A. General Provisions**

1. The Safety Advisory Committee of the System Safety Agreement will meet once a month, or as otherwise agreed, to review the progress of the Safe-2-Safer (S2S) program, and to handle any other issues that may be relevant to the System Safety Agreement as provided by the System Safety Agreement. The parties understand that Amtrak management has hired Behavioral Science Technology (BST) to implement the S2S program. Amtrak will instruct BST to assign one person from BST to coordinate the work involving the BMWED. This designated person will attend the monthly meeting and report on all activities of the Safe-2-Safer program since the previous meeting, and outline all proposed activities of the program for the immediate future. BST will not implement the activities of the Safe-2-Safer program until it has been outlined to the Safety Advisory Committee. Should any activity proposed by the BST Coordinator be deemed by either party to be a violation of this agreement or any agreement between Amtrak and the BMWED, it will not be implemented.

2. This agreement will be a stand alone program for the BMWED except as otherwise outlined in this agreement. It is understood that should other Unions representing Engineering department employees desire to participate under the terms of this agreement, then the parties will take the necessary steps and changes to include them.

### **3. Formal Meetings with Local Union Officials**

When/if formal meetings are required, the BMWED General Chairperson will be notified well in advance of any such meeting, and meetings should be coordinated with the General Chairperson's schedule should he/she choose to attend. It is understood that the General Chairperson may designate someone to represent them at these meetings and for any other purpose with respect to implementing this agreement. BMWED officials are invited to attend the biweekly conference call for General Chairmen.

#### 4. Collective Bargaining Issues

It is understood that this agreement is subject to the grievance rule(s) and BST will not interfere with the collective bargaining process.

#### 5. Union Logos

Any use of union logos or materials will be approved by the appropriate general chairperson prior to use.

#### 6. Purchasing

Promotional materials or items should be American- and Union-made, while staying consistent with Amtrak purchasing policies and procedures.

#### 7. Discipline

While it is understood that Amtrak reserves the right to discipline employees for violation of safety rules, the S2S program will not be used for disciplinary purposes and there will be no discipline for any infractions identified as a result of the BAPP observations.

#### 8. Safety Liaison Participation

The current Safety Liaison positions will remain in force and operation. Safety Liaisons may participate in the S2S program and hold positions within the program. However, it is understood that a Safety Liaison's primary purpose is to implement the provisions of the BMWED-Amtrak System Safety Agreement. Should a Safety Liaison accept a full-time position within the S2S program, their Liaison position will be immediately advertised and filled in accordance with the BMWED-Amtrak System Safety Agreement.

### B. Engineering Behavioral Accident Prevention Process Steering Committees (BAPP)

#### 1. Definition of a BAPP Steering Committee

A Steering Committee is a group of BMWED-represented and other Engineering Department agreement employees, selected by the appropriate General Chairperson to design, develop, train and maintain the BAPP implementation in their area. They create the Safe Behavior Inventory and conduct the BAPP observations in their area. There will be Engineering Steering Committees as follows:

- New England Division North
- New England Division South
- Metropolitan Division (New York)
- Mid-Atlantic Division North
- Mid-Atlantic Division South
- Production
- Electric Traction Southern District

Engineering employees in other Regions will participate on the cross-functional Steering Committees in those Regions.

## 2. The Composition of the Steering Committee

The Engineering Department BAPP Steering Committees are composed of qualified Union members in good standing with their respective union.

## 3. Selection of the Steering Committee

Steering Committee members are selected by their respective General Chairperson, depending on how many slots the Region Core Team allocates to each, but will be not less than six BMWED members, except for Metropolitan Division (NY) and Electric Traction Southern District, which will have eight. Should other crafts desire to join an Engineering Steering Committee, additional slots shall be created for them but not to exceed the proportional number of members they have under the jurisdiction of the Steering Committee.

## 4. Term of the Steering Committee

Steering Committee Members shall normally serve for a period of 18 – 24 months, subject to re-appointment by the appropriate General Chairperson. A General Chairperson may remove a Steering Committee member with approval of the Safety Advisory Committee.

## 5. Roles and Responsibilities of the Steering Committees

- a. Work with the BST consultant to design, develop, train and maintain the BAPP implementation in their area.
- b. Prepare the Safe Behavior Inventory and train the Region/Department employees.
- c. Become trained Observers.
- d. Conduct observations and feedback of peers, and record the data in the RINCON system.
- e. Meet at least monthly and analyze the observations for trends, behaviors, and barriers.
- f. Change observation strategies in response to trends derived from RINCON.
- g. Devise and publish Regional/Departmental communications to educate peers on trends, and emphasize behaviors that need to improve.
- h. Work to remove barriers observed.
- i. Recruit new observers in the Region/Department to expand and perpetuate the observation process in the geography.

## 6. RINCON

RINCON is the data base provided by BST for Amtrak to use to store and analyze observation data.

## 7. Observation Strategy

The Facilitators and Steering Committees will develop an observation strategy that defines the frequency of observation based on the nature and severity of exposures.

## 8. Steering Committee Members

Steering Committee members are generally expected to conduct observations at their normal work locations and on their normal work shifts. As the base of observation data expands and behavior trends within the locally-observed population are being addressed, Steering Committees, with concurrence of the Management Sponsor/Core Team and Safety Advisory Committee, can expand the scope of observations to work shifts and locations outside the immediate environment, and will be paid in accordance with the existing System Safety agreement.

## 9. Facilitators/Steering Committee Expenses

If travel is required of Facilitators and/or Steering Committee members, travel expenses will be paid in keeping with the Amtrak Travel Policy, which includes preparing Travel Authorizations and submitting Expense Reports. The Work Elements created for S2S will be used to record all travel expenses, for audit purposes.

## 10. Time Commitment Required of Steering Committee Members

Steering Committee members are generally expected to conduct their observations during their normal working hours. Steering Committee members will be released from duty and their job backfilled, when warranted, in order to attend officially scheduled Steering Committee meetings or training.

## C. Facilitators

### 1. Definition of a Facilitator

A Facilitator is an agreement employee who is the chairperson of the Steering Committee. This is a full-time position that is responsible for leading the Steering Committee, and for the quality and quantity of the work done by the Steering Committee.

### 2. How a Facilitator is Selected

Facilitator positions will be posted by Human Resources, and in accordance with Rule 3 of the NEC Agreement, a copy of such postings shall be sent to current BMWED headquarters points. Applicants who apply for these positions will be granted an interview by the location-specific BAPP Steering Committee. The Committee will make their selection based on qualifications for the position. In the event two or more applicants have equal qualifications, seniority will govern the selection. The Safety Advisory Committee will review the selection, and should there be a disagreement with the selection, the two groups will discuss the matter, with the right of final selection resting with the Safety Advisory Committee.

### 3. Duration of the Facilitator Position

Facilitator positions will be a two-year assignment. The headquarters point for each of the BMWED Facilitators shall be determined by the Safety Advisory Committee. When BMWED members accept a Facilitator position, except as modified by this agreement, they will be considered covered by the scope of the agreement between Amtrak and the

BMWED. At the end of two years, the Safety Advisory Committee will determine whether to advertise the position or to extend the term of the Facilitator for an additional two years. The appropriate General Chairperson may at any point terminate the services of a Facilitator with approval of the Safety Advisory Committee. A Facilitator must resign from such position prior to applying for a management or supervisory position.

#### 4. Compensation for Facilitators

Without prejudice or precedent to the position of the parties, the following provisions shall apply in connection with the compensation for Facilitators:

- a. Facilitators will be compensated in accordance with the existing System Safety Agreement, except as noted in this agreement.
- b. Facilitators will be paid 10 hours straight time, 5 days per week totaling 50 hours per week, including pay for vacation, personal days, holidays and other payments the employee may be entitled to under the agreement.
- c. Except for Production Units, Facilitators work will normally be performed Monday through Friday, with Saturday and Sunday as rest days, subject to change as needed and decided by the Facilitator and their management sponsor.
- d. Transportation arrangements for Facilitators will be on a case-by-case basis, depending on location and requirements, as determined by the Safety Advisory Committee.

#### 5. Skill Sets Required to Fill the Position of Facilitator

A Facilitator needs strong leadership skills, with the ability to motivate, coach others and sustain teamwork. A Facilitator requires good organizational, analytical, problem solving and facilitation skills to identify and resolve conflict, and reach a consensus where possible. A Facilitator needs time-management skills, and written/verbal communication skills. A Facilitator needs to know computer/PC based tools (e.g. Microsoft Excel, Word, etc.). It is understood that if a Facilitator does not have immediate knowledge of any computer-based program, that Amtrak will promptly provide sufficient training for the Facilitator to obtain the skills needed. If the Facilitator is unable to show proficiency in the use of the required program then the matter will be referred to the Safety Advisory Committee for handling.

#### 6. Duties/responsibilities of a Facilitator

The Facilitator leads the Behavior Extraction/SBI creation process, along with the BST coach. The Facilitator helps prepare the SBI training program, train the Committee members, oversee observations, record and keep data, and prepare reports for the Committee.

#### 7. Training will be Provided for Facilitators

All Facilitators will attend four days of specific, targeted training on the BAPP process and Team Dynamics, as well as the training provided to the BAPP Steering Committee.

#### 8. Reporting Relationship of Facilitators

Facilitators report directly to the Management Sponsor of the Steering Committee, and indirectly to the Safety Advisory Committee as well as to the Program Director of the S2S project.

#### 9. Travel Expenses

Travel expenses for Facilitators will be paid under the company's existing Amtrak Travel policy.

#### 10. No Job Reductions

Employees who accept Facilitator positions will have their former positions immediately advertised and there will be no reduction in positions to accommodate the establishment of a Facilitator position.

#### 11. Availability

It is understood that BMWED Facilitators will be considered available in the same manner as Safety Liaisons under the System Safety Agreement.

#### D. BAPP Observations

A cornerstone of Safe-2-Safer, the Behavioral Accident Prevention Process (BAPP) involves the identification of safe behaviors that prevent the most common injuries, and voluntary peer-to-peer observations to encourage use of those behaviors. The BAPP process also helps to identify barriers that prevent people from working safely. It is a method that follows the basic four step process illustrated below in which all employees can be involved in the creating a safer, more secure workplace.

##### 1. Collection of Observations Data

Steering Committee members observe peer employees to identify both safe and at risk behaviors compared to the Safe Behavior Inventory. Observation data is collected on the observation sheet and entered into a software package. All observations are done after asking permission, and data is recorded anonymously; there is no field in the database to record the name of the person observed. The data is reviewed, reported, and trended by the Facilitators and Steering Committees. The Steering Committees will own and manage the raw data and will provide summary reports to the Safety Advisory Committee and to the Program Director of the S2S Project.

##### 2. Observation Strategy

The Observation strategy developed by the Steering Committee/Facilitator and the BST Consultant will determine the frequency and severity of observations. Observations are always done openly, voluntarily, with concurrence from the person being observed. Any employee participating in an observation will be knowledgeable of the process. The observation data is recorded anonymously, and no data is desired or required that will identify the person being observed. Observation data is intended to show the Safe/At-Risk behavior trends for the group represented by the Steering Committee, not individuals.



### 3. Use of Observation Data

Observation data is not used in disciplinary proceedings against any employees.

### 4. Identification and Resolution of Barriers

A barrier can be any reason that work is requiring that an employee place themselves at risk of injury. Barriers are identified through the Observation process during the Feedback between the observer and the employee. They are reviewed by the Steering Committee and discussed in more detail by the Barrier Removal team for resolution.

### 5. Additional Observers

Initially the observers will be the Steering Committee members themselves. As the process grows, the Steering Committee will recruit more employees to be trained as observers. This group will grow over time. The number of observations increases along with the growing number of observers. The ultimate goal is to familiarize all employees with the observation process, though not all will wish to become observers. The target is to conduct observations at a rate so that every employee is observed once per month.

### 6. Training New Observers

BST will provide specific "train-the-trainer" instruction and help the trainers develop an agenda that is customized from the BST Observer Course guidelines.

### 7. Duties and Responsibilities of New Observers

All observers are expected to perform high-quality observations, provide immediate feedback, and document the observation for entering into the software package. They should submit complete data sheets with good comment quality on each At-Risk Behavior. They are to do the expected number of observations based on the Steering Committee's observation strategy.

### 8. Pay for New Observers

All observers are paid in the same ways as the Steering Committee members.

### 9. Travel for New Observers

All observers will be compensated the same as Steering Committee members for travel purposes.

### E. System Safety Agreement

Amtrak agrees not to exercise their rights under Article 11 of the BMWED-Amtrak System Safety Agreement so long as this agreement remains in effect in whole or in part. This section is not subject to the provisions of Section F below unless this agreement is canceled in total.

F. Effects of this Agreement

1. Nothing in this agreement is intended to modify any existing rights under Rules 64 and 75 of the BMWED Northeast Corridor Rules Agreement or Rule 14 of the BMWED Corporate Rules Agreement.
2. This agreement shall not serve as the basis for liability on the Brotherhood of Maintenance of Way Employees Division to any employee in the event of injury or illness. However, Amtrak is not obligated under any circumstances to hold harmless or repay the BMWED for any liability they may otherwise incur in connection with this agreement.
3. 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 Employer's Liability Act, other statutes or 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 process under the parties collective bargaining agreement or as required by law.

G. Canceling or Modifying This Agreement

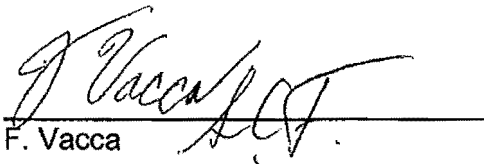
Either party may cancel this agreement, in whole or in part, by providing sixty days advance written notice of such intent. During the sixty-day period, the parties will meet in an effort to resolve the dispute. If a mutually-acceptable resolution cannot be reached during such period, the agreement or part thereof shall be canceled as outlined in the notice unless the parties agree otherwise.

This agreement shall be effective February 1, 2011.

For the Company

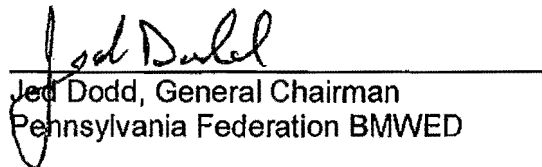


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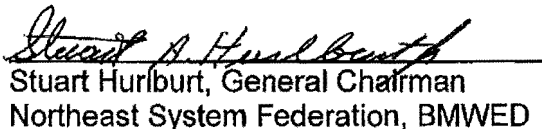


F. Vacca

For the BMWED



Jed Dodd, General Chairman  
Pennsylvania Federation BMWED



Stuart Hurlburt, General Chairman  
Northeast System Federation, BMWED

*Brad Winter*

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Brad Winter, General Chairman  
Consolidated Rail System Federation,  
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*Wayne Morrow*

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Wayne Morrow, General Chairman  
United System Division, BMWED

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Illinois Central Gulf Federation, BMWED

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James Knight, General Chairman  
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APPROVED:

*Freddie N. Simpson*

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Freddie N. Simpson  
President – BMWED