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**APPENDIX “U” – Joint Safety Council**

**Amtrak – Participating Labor Organizations Joint Labor/Management Safety Council**

Amtrak and the Participating Labor Organizations are committed to working together to create an atmosphere for cooperation between labor and management to promote and encourage a safe Amtrak for employees, passengers and the public through education, training, and awareness. This Agreement establishes a corporate-wide, multi-union cooperative program, funded by Amtrak aimed at fostering the safest possible environment for employees and customers.

**1. Joint Labor/Management Safety Council**

The Mission of the program will be to ensure a safe work environment for all employees. This will be carried out through the implementation of a National Joint Labor/Management Safety Council and local Safety and Environmental Committees.

**a. National Joint Labor/Management Safety Council**

This group will be made up of a member of each Labor Organization signatory to this Agreement and individuals representing Amtrak in the following positions:

- AVP & Special Assistant to the President for Labor Relations
- AVP – Safety & Environmental Control
- NEC Director – Safety & Environmental Control
- Intercity Director – Safety & Environmental Control
- Amtrak West Director – Safety & Environmental Control

**a1. Responsibilities.** The Joint Labor/Management Safety Council will be responsible for formulating all program policies and specifically the following functions:

- Monitor Amtrak’s overall safety performance;
- Authorize and coordinate research on problems and issues relative to employee and passenger safety;
- Provide input to Amtrak’s Board of Directors, Management Committee, and other appropriate groups on programs and issues affecting overall corporate safety performance;
- Establish guidelines for program operations, including the scope, limitations, standardization, and other appropriate structuring;
- Support all local Committee implementation;
- Provide expertise to resolve difficulties and facilitate progress;
- Develop Amtrak Report of Activities and progress; and
- Develop, implement, and maintain a training program for new committee members (see Section 3)

**a2. Meetings on Council Leadership.** This council will meet Quarterly and be alternatively chaired by labor or management. Each group will be responsible for the agenda for the meeting they chair, but with concurrence for agenda items by the other group 30 days prior to the meeting.

**a3. Location of Meetings.** The meetings may be held at any facility in the Amtrak System by agreement of both parties. The date and locale of each meeting will be established three months in advance at the previous meeting.

**a4. Reports.** A report containing the activities and outcome of the regularly scheduled meeting will be developed no longer than 15 days following the meeting. The committee member writing the report must secure the approval of the Committee Chairperson prior to circulating the report to other committee members, SBU's and other interested parties.

**b. Local Safety and Environmental Committees**

The Joint Council recognizes that Amtrak's safety initiatives are respected in the rail transportation industry. We recognize that a significant number of Safety Committees across the system are staffed with qualified, dedicated employees. The Joint Council will review these Committees and make necessary personnel changes as needed. The Joint Council will review the composition and effectiveness of these Committees and make changes as necessary to assure these Committees are in accord with the philosophy and standards of the Joint Council.

For a variety of reasons, some committees have failed to perform satisfactorily or ceased to meet or perform at all. The Joint Council will develop criteria for measuring performance standards of Safety Committees. After review by all Joint Council members, those committees which fail to meet minimum standards will either be reorganized or a totally new committee formed following the guidelines outlined in this Section of this Agreement.

**b1. Local Committee Membership.** The Local Safety & Environmental Committees will be made up of one member for each labor organization representing employees in that location. These individuals will be appointed by the labor leaders of the Participating Labor Organizations who represent them and must work in location where the committee operates. The highest management person will appoint one or two management representatives, depending on the size of the location, to serve in the committee and support committee activities.

**b2. Meeting Leadership, Frequency, and Agenda Activities.** The local committee at its, first meeting is responsible for electing its leadership and determining meeting schedules. This includes:

- how often it will meet
- date and time of the week
- methods of generating ideas for focus & improvement
- how to evaluate alternate solutions & problems
- how to measure success of activities
- determination of what resources are necessary to do the job.

**b3. Reporting.** Each Local Committee must elect or appoint an individual to develop an agenda for each meeting, take notes during the meeting, and finalize a report of each

meeting outcome. Copies of this report will be distributed to each SBU Director of Safety & Environmental Control, AVP Safety, AVP Labor Relations, the Labor/Management Safety Council, and Project Facilitator. Summaries of these reports will be one aspect of our Annual Project Report to the Labor/Management Safety Council Leadership.

## **2. Safety and Environmental Control Advisories**

Advisories generated by the Safety Department will be distributed to the appropriate locations for posting at locations where employees report for work. Advisories will be reviewed with affected employees during daily briefings or at safety meetings.

## **3. Safety Training for New Safety and Environmental Control Committee Members**

All safety training for new committee members will be reviewed and approved by the Joint Council and changes will be made as appropriate to ensure that all training required by applicable law or company policy is available and provided to affected employees. Employees participating in safety training shall be paid for time spent in such training in accordance with the applicable schedule agreement. Employees attending scheduled safety meetings will be compensated for lost earnings at the applicable rate of pay.

The training for newly formed committees will be 1½ to 2½ days duration and cover these topics designed to help make committees successful. This training could be provided in modules and delivered over several weeks. These topics will include:

- Developing a process for soliciting ideas for improvement from employees
- prioritizing problems for consideration
- utilizing existing resources to address problem solutions
- how to effectively work on a committee; how to conduct meetings
- using group process skills effectively; and
- coordinating efforts with other committees.

## **4. Work Place Safety**

Amtrak and the Organizations 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. Each committee shall establish a process to brief employees, identify potential hazards and safety issues that are present, develop a plan on how to deal with those issues before work begins, and develop a way to resolve disputes involving work place safety.

## **5. Effects of the Agreement**

This Agreement and the safety program it establishes are not substitutes for collective bargaining. If issues arise that properly belong in the realm of collective bargaining, they will be referred to the appropriate union and management officials. Nor does this Agreement replace existing discipline or grievance rules of the respective labor agreements or other agreements between the parties.

This safety program is not intended to develop initiatives which foreseeably would lead to the elimination of employment of individuals.

Nothing in this agreement is meant to supersede existing safety agreements or to preclude any union and management from negotiating safety, health and security measures.

This Agreement will not be used as a basis for legal action by either party against the other and actions under it shall not serve as precedent. Amtrak agrees to indemnify and hold harmless employee and union participants in the safety program against any loss should legal action be taken regarding safety matters, employee or customer injuries or any other matters within the purview of the safety program or this Agreement.

## **6. Moratorium**

This Agreement remains in effect until changed by the parties or canceled by consent of the parties In writing. Any individual Participating Labor Organization may withdraw from this Agreement at any time upon 20 days written notice and such withdrawal shall not affect the terms of this Agreement.

**Signed at Washington , DC this 24 day of January, 1997**