

Amendment No. 1 to the Confidential Close Call Reporting System Implementing Memorandum of Understanding (C³RS/IMOU) dated May 11, 2010

Pursuant to the provision of Article 13 of the C³RS IMOU dated May 11, 2010 the Parties to the IMOU have approved the following modification:

Article 3. Boundaries: Modify to include one additional yard Oakland, California Yard and add additional trackage to reflect additional boundaries desired to be included in the Amtrak Confidential Close Calls Reporting System Demonstration pilot project. Please see modified Article 3., Item 10 below. The Parties to the Agreement have indicated their approval of these modifications by signing this document.

Parties also recognize that the FRA must review and take appropriate action on separate request to modify the waiver issued in support of this IMOU.

Article 1. PARTIES TO C³RS/IMOU (Parties)

- A. **Brotherhood of Locomotive Engineers and Trainmen (BLET):** the duly recognized collective bargaining representative of the craft of AMTRAK locomotive engineers working within the boundaries of the Confidential Close Calls Reporting System pilot demonstration project.
- B. **Federal Railroad Administration (FRA):** an administration in the Department of Transportation charged with carrying out all railroad safety laws of the United States per 49 U.S.C. Section 103 and 49 C.F.R. § 1.49.
- C. **National Railroad Passenger Corporation (AMTRAK):** a common carrier railroad.
- D. **United Transportation Union (UTU):** the duly recognized collective bargaining representative of the crafts of AMTRAK passenger conductors, assistant passenger conductors, and yardmasters working within the boundaries of the Confidential Close Calls Reporting System pilot demonstration project

Article 2. PURPOSE

The Parties are voluntarily entering into this C³RS/IMOU with the intent to improve the safety of railroad operations. The Parties have determined that based on over 20 years of experience of airlines' and foreign railroads' close call reporting systems, safety may be improved by implementing a system of voluntary, confidential, discipline-free reporting of close call events.

The objectives for close call reporting are:

- the accumulation of confidential data on currently unreported or underreported unsafe events;
- analysis of reported data by peer review teams (PRT);
- identification of corrective actions by the Parties to remedy identified safety hazards;
- provision of assistance by FRA in its safety oversight role; and
- publication of general trends and statistics by government agencies.

Article 3. BOUNDARIES

The boundaries of the C³RS pilot demonstration project are defined as:

1. South Hampton Street, Boston, MA, from the eastern fouling point of the diamond at the east end of the yard to the western limits of the yard including the “Chute” track, including Loop tracks.
2. New Haven Parcel G, New Haven, CT, from the westbound home signal on the Lead track east into all yard tracks.
3. Sunnyside Yard, Long Island City, NY, all tracks in Sunnyside Yard east of “F” Interlocking, including Loop tracks.
4. Penn Coach Yard and Race Street Engine House, Philadelphia, PA, between South Street to Spring Garden Street, to also include 1 and 2 lead tracks, excluding main tracks.
5. Washington, DC., all non-signal tracks that may be accessed between New York Avenue and Virginia Avenue, exclusive of station tracks 7 through 30.
6. Miami, FL, The Amtrak Miami Station tracks 1 thru 4; All Hialeah Yard tracks 1 thru 6, Rip 1 thru 3, the North and South Coach Yard Leads. The Amtrak Lead and Loop track from a point south of the Amtrak Hold Out Signal, located at MP SX1033.1, which is the southern end of TCS territory, on the CSXT Jacksonville Div. Miami Sub.
7. Los Angeles, CA, Roundhouse Lead from CP San Diego Jct. south including all tracks in the North Yard, 8th Street S&I and adjacent tracks, The 90’s Yard, Redondo Locomotive Shop and the PM Line/Wheel Pit tracks. It would not include the Back Way track within the limits of CP Olympic.

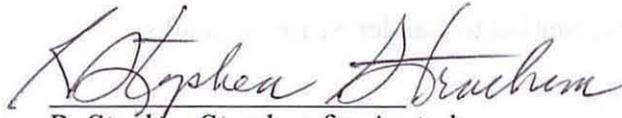
8. Chicago, IL, Central Division Limits of Brighton Park Mechanical Facility; Chicago Terminal from and including 21st Street; Interlocking, to and including CP Canal. The Chicago Terminal also includes all station tracks in Chicago Union Station and all tracks in the Amtrak Chicago yard and mechanical facilities.
9. Seattle, WA, Seattle King Street Station to Lander St for all tracks other than BNSF main line.
10. **Oakland, CA, Oakland Amtrak yard to include all yard tracks and mechanical facilities within. Limits to include the West Oakland Amtrak lead to the South Magnolia Amtrak lead.**

The Parties have determined that based on over 30 years of experience of airlines' and foreign railroads' close call reporting systems, safety may be improved by implementing a system of voluntary, confidential, discipline-free reporting of close call events.

The purposes of this reporting are the accumulation of data on currently unreported or underreported unsafe events, analysis of reported data by peer review teams, identification of corrective actions by the Parties to remedy identified safety hazards, provision of assistance by FRA in its safety oversight role, and publication of general trends and statistics by government agencies.

C³RS/IMOU SIGNATURES

The parties below support the requested modifications to the Confidential Close Call Reporting System Implementing Memorandum of Understanding (C³RS/IMOU) dated May 11, 2010 and the principles of a Confidential Close Call Reporting System.


R. Stephen Strachan for Amtrak

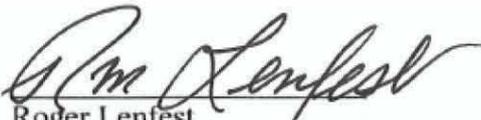
2/21/11
Date


Jo Strang for the FRA

2/22/11
Date


Mark B. Kenny
General Chairman - BLET

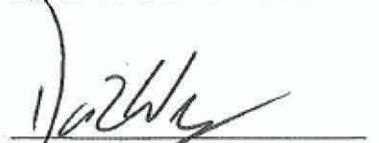
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Roger Lenfest
General Chairman - UTU

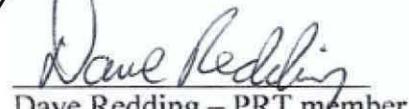
2/25/11
Date


Ray Belluomini - PRT member
Local Chairman - UTU Local 1732 - 769z

3/8/2011
Date


Dave Wright - PRT member
Division Chairman - BLET

3/1/11
Date


Dave Redding - PRT member
Senior Safety Coordinator

2/28/11
Date

**Amendment No. 2 to the Confidential Close Call Reporting
System Implementing Memorandum of Understanding
(C³RS/IMOU) dated May 11, 2010**

Pursuant to the provision of Article 13 of the C³RS IMOU dated May 11, 2010 the Parties to the IMOU have approved the following modifications:

Article 3. BOUNDARIES

The boundaries of the C³RS pilot demonstration project are the entire Amtrak system, consisting of all trackage owned or controlled by Amtrak on the effective date of this IMOU and/or acquired by Amtrak in the future.

Article 3.1. APPLICABILITY

The C³RS/IMOU will apply to all parties employed by AMTRAK as described in Article 1, governed by those signatory to this IMOU, including employees in training or probationary status. Employees must submit an accepted C³RS report, subject to conditions specified in Article 7.1 of this C³RS/IMOU, to have protection from discipline and/or FRA civil enforcement. Additionally, AMTRAK will be exempt from FRA civil enforcement under the same terms as an employee for accepted C³RS reports. Only events reported by employees who work for the organizations as defined by Article 1 in the locations defined by Article 3 are included. This C³RS/IMOU does not alter or modify any Collective Bargaining Agreement. This C³RS/IMOU will also apply to employees of New Jersey Transit (NJT) when working in or out of Sunnyside Yard. To be covered, the employee must be a member of one of the Parties participating in an FRA approved C³RS pilot.

Article 4. DEFINITIONS

“Train Accident Reporting Threshold” as defined in 49 CFR Part 225 in regard to monetary reporting threshold.

Article 6.4 SPECIAL ADDITIONAL CRITERIA FOR CLOSE CALL EVENT REPORTING

This provision does not modify the company's (AMTRAK) incident investigation or Drug and Alcohol Testing policy. This article does not include or cover events that are real time observations.

Events involving damage or derailment below the FRA reporting threshold that do not involve an injury and would require managerial notification and/or protection shall be considered close call events. Events such as but not limited to run through switches and on board electronic monitoring devices activations are examples of close call events. AMTRAK agrees it will not initiate any discipline for an event reported as a close call.

To facilitate analysis of such events, the employee will provide notification of the event to AMTRAK without undue delay and then file a C³RS report. The C³RS written report will be completed and mailed to NASA within the time limits set forth in Article 6.3.

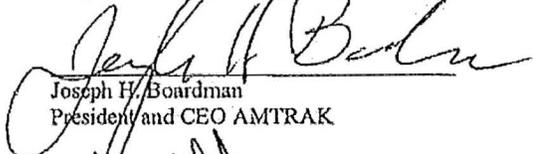
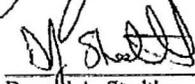
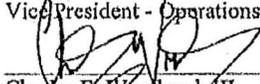
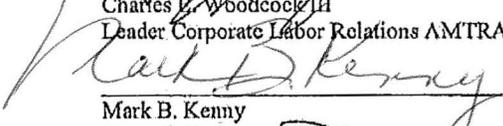
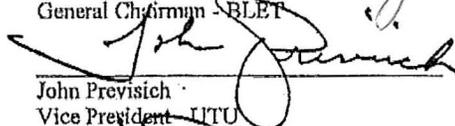
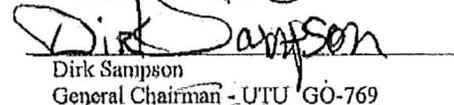
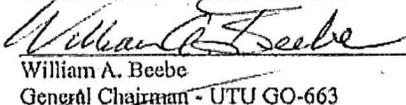
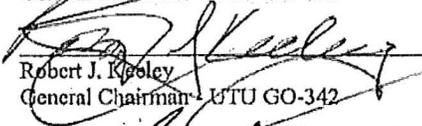
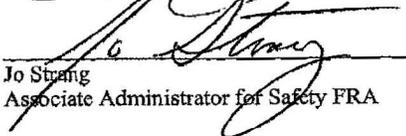
NASA will provide a receipt for the written close call report as proof of an accepted report. The employee must allow AMTRAK to review the receipt, when requested.

End of Modifications

The Parties to the Agreement have indicated their approval of these modifications by signing this document. Parties also recognize that the FRA must review and take appropriate action on separate request to modify the waiver issued in support of this IMOU.

C³RS/IMOU SIGNATURES

The parties below support the requested modifications to the Confidential Close Call Reporting System Implementing Memorandum of Understanding (C³RS/IMOU) dated May 10, 2010 and the principles of a Confidential Close Call Reporting System.

 _____ Joseph H. Boardman President and CEO AMTRAK	_____ Date 1/29/13
 _____ Donald A. Stadler Vice President - Operations AMTRAK	_____ Date 1/20/13
 _____ Charles E. Woodcock III Leader Corporate Labor Relations AMTRAK	_____ Date 1-28-13
 _____ Mark B. Kemy General Chairman - BLET	_____ Date 3.15.13
 _____ John Previsich Vice President - ITU	_____ Date 2-5-13
 _____ Dirk Sampson General Chairman - UTU GO-769	_____ Date 2-5-13
 _____ William A. Beebe General Chairman - UTU GO-663	_____ Date 2-5-13
 _____ Robert J. Keeley General Chairman - UTU GO-342	_____ Date 2/5/13
 _____ Jo Strang Associate Administrator for Safety FRA	_____ Date 1/29/13