



**Confidential Close Call Reporting System
Implementing Memorandum of Understanding (C³RS/IMOU)
for Amtrak
May 11, 2010**



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Article 1. PARTIES TO C³RS/IMOU (Parties)

- A. Brotherhood of Locomotive Engineers and Trainmen (BLET):** the duly recognized collective bargaining representative of the crafts of AMTRAK locomotive engineers working within the boundaries of the Confidential Close Call Reporting 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 Call Reporting 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.

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.

Article 4. DEFINITIONS

“Close Call” means a reported close call that is an opportunity to improve safety practices in a situation or incident that has a potential for more serious consequences. It represents a situation in which an ongoing sequence of events was stopped from developing further, preventing the occurrence of potentially serious safety-related consequences. Personal injuries and/or train accidents of any kind do not fall into the category of a close call, and will continue to be reported and handled in accordance with the current AMTRAK rules and FRA regulations, or any subsequent revisions to AMTRAK rules and/or FRA regulations. A close call includes the following examples:

1. Events that occur but have low consequences, such as, a run-through trailing point yard switch that does not result in a train accident, unsecured equipment, etc.

2. Events that have the potential for high consequences such as speeding, a train proceeding beyond its authority, a train striking a derail that does not result in a derailment, etc.

“Discipline” means any AMTRAK action that would result in a materially adverse employment action like a suspension, termination, demotion, decertification, etc.

“Event Recorder” means a device, designed to resist tampering, that monitors and records data on train speed, direction of motion, time, distance, throttle position, brake applications and operations (including train brake, independent brake, and, if so equipped, dynamic brake applications), and, where the locomotive is so equipped, cab signal aspect(s).

“Electronic Train Monitoring Devices” means a technological device or methodology for remotely identifying abnormal events., such as engineer induced emergency application of brakes.

“FRA certified inspector” mean any individual authorized by the Secretary of Transportation to enter, inspect and examine lands, buildings, and equipment on railroad property.

“Immediate Co-Worker” means a member of the same train crew or work group. The determination, however, is not to be based merely on proximity, but on functionality as well. An engineer, a passenger conductor, and assistant conductors working the same train would be immediate co-workers. A train crew conducting switching operations but separated from each other by distance, cars, etc., so that they are only in radio contact (i.e., not visual contact) are members of the same train crew. Utility employees are immediate co-workers while attached to a train crew. Yardmasters are immediate co-workers when they are directly or indirectly involved in an accepted reported event.

“Need to Know” means government employees and contractors may have access to information only if it is necessary for program management and programmatic evaluation and analysis. This “need to know” will be administered by the NASA and permission granted by the NASA program manager.

“Real-Time Observation” means the direct visual observance by an FRA-certified inspector or railroad employee of a violation of Federal regulations or AMTRAK’s operating procedures or practices. An employee is not protected from AMTRAK discipline and/or decertification or other FRA enforcement for a real-time observation that AMTRAK or FRA identifies contemporaneously (e.g. a block goes red and the dispatcher notices it before the train backs off the circuit.)

“Train Accident” as defined in 49 CFR Part 225 without regard to monetary reporting threshold.

Article 5. CONFIDENTIALITY

NASA shall act as the owner of the data reported to it by AMTRAK employees under this C³RS/IMOU and shall protect the confidentiality of this information through its own governance.

After all relevant data about a reported close call event, including the C³RS report and all other information collected by NASA that is relevant to the reported event, have been compiled into a unified document, NASA will develop a de-identified document for further analysis by the Peer Review Team (PRT). NASA will de-identify this record so that the employee’s identity, any third party reference,

including anyone mentioned in the original C³RS report, can no longer be determined through direct or indirect means.

NASA shall protect the following information from disclosure when provided in a close call report:

- a. The employee's close call report form and the content of that form;
- b. The name of the employee who submits a close call report;
- c. The name of any other employees mentioned in the close call report;
- d. The name of the carrier involved in the close call report; and
- e. Information that would make it obvious that only a few (fewer than three), easily-identifiable people could have made the close call report such as exact location and time of a close call, or description of specific, rarely used equipment models.

The confidentiality of the information collected during this project will be preserved beyond the cancellation and/or end of this project.

Article 5.1 ACCESS TO CONFIDENTIAL DATA

In the interest of providing the best measures for maintaining the confidentiality of the data, all internal project staff will be granted access to confidential internal use data on a “need to know” basis and for the purposes of completing their work assignments. All internal project staff shall receive confidentiality training and shall have signed confidentiality non-disclosure agreements. Internal project staff includes NASA federal employees and NASA agents. For this project, NASA agents may include NASA contractors assigned to this project. The Peer Review Team (PRT), and Volpe federal employees and contractors assigned to this project will have access to de-identified reports and PRT work products.

For C³RS program evaluation (see Article 12.2.1) Volpe center staff will be granted access to PRT work products on a “need to know” basis for research and process evaluation purposes. It will also be used for trend analysis for the purpose of risk reduction. No additional uses of the data are allowed unless agreed to by all parties to this IMOU.

Article 6. REPORTING PROCEDURES

When an employee of AMTRAK covered by this C³RS/IMOU, observes a safety problem or experiences a close call event, he or she should note the problem or event and describe it in detail using the NASA close call reporting form (See Article 6.2). The information from this form will be evaluated and de-identified by NASA. The de-identified information will be evaluated by the PRT. A separate close call report form is required for each safety problem or close call event experienced during a trip or tour of duty.

The reporting of close call events is not intended to circumvent nor meant to be a substitute for any existing AMTRAK safety programs or reporting procedures. Rather, it is intended to be an additional tool for improving safety.

Article 6.1 CRITERIA FOR CLOSE CALL REPORT ACCEPTANCE

Reports will be accepted for any condition or event that is perceived as potentially endangering employees, the public, equipment, or the environment.

Any concern about one's own safety or someone else's safety at work should be reported.

Each close call report must contain sufficiently detailed information about an event so that a third party can evaluate it. An interviewer may call the employee to obtain more information about the event. If in doubt, the interviewer will err on the side of accepting the report.

NASA will conduct the first screening and the PRT the second screening.

The following types of reports will be rejected during the initial screening process:

1. Reports that do not include sufficient information when the reporting employee does not accept a follow-up call when contacted;
2. Reports unrelated to railroad safety;
3. Urgent real-time issues such as a runaway train;
4. Personal grievances, such as a rejected timeslip or perception of unfairness by a supervisor;
5. Labor organization and/or management grievances;
6. Any report that resulted in any type of train accident, without regard to monetary reporting threshold; or
7. Any report that caused or is alleged to have caused any injury, illness, or medical treatment of any kind to any person involved in the event.

NASA will provide the PRT with a summary of confidential reports that have been rejected for review.

Article 6.2 CLOSE CALL REPORT FORM

NASA will develop a close call report form that requests information about the date, time, location, contributing factors, actions taken, and potential consequences of an event, along with any other information necessary to fully describe the event or perceived safety problem.

The employee will complete the report form, either paper or electronic, and submit it in accordance with the instructions on the form. NASA will mail a receipt to the employee

AMTRAK will make forms available at on- and off-duty locations. NASA will develop a process for electronic submission of report forms.

Article 6.3 TIME LIMITS TO FILE REPORT AND RECEIVE PROTECTION FROM AMTRAK DISCIPLINE AND/OR DECERTIFICATION AND OTHER FRA ENFORCEMENT

To receive protection from AMTRAK discipline and/or decertification and other FRA enforcement, an employee must submit a written (either paper or electronic) close call report to NASA within three business days of the event. For example, an event that occurs at 3:00 a.m. on a Tuesday must be reported by midnight of that Friday.

If the close call report is accepted, a receipt will be issued to the reporting employee.

If NASA determines the initial report contains insufficient information to determine acceptance, the report will receive provisional acceptance. Final eligibility for receipt issuance will be determined when the NASA rail safety expert obtains more information from the employee. NASA may call the reporting employee for further information and the reporting employee is encouraged to provide information. If, based on evidence gathered thus far, the close call report is accepted as valid by NASA, a receipt letter is issued and mailed to the reporting employee. An electronic record of such receipt will not be available in the NASA close calls reporting system. In the event that an employee facing discipline or decertification has lost or misplaced the receipt, the reporting employee may request a verification letter from NASA. This letter will be provided whenever possible.

Article 6.4 SPECIAL ADDITIONAL CRITERIA CLOSE CALL EVENT REPORTING (RUN THROUGH YARD SWITCHES AND/OR ON-BOARD ELECTRONIC TRAIN MONITORING DEVICE NOTIFICATIONS).

The following additional criteria are required for an event involving a run-through yard switch and/or on-board electronic train monitoring devices to be considered a close call:

1. To facilitate root cause analysis of these types of event, the employee must provide notification of the event to an appropriate AMTRAK officer (e.g., a yardmaster or assistant chief train dispatcher) prior to filing a C³RS report without undue delay;
2. The C³RS written report shall be completed and mailed to NASA within the established time limit set forth in Article 6.3 of this C³RS/IMOU document;
3. The event must not result in any type of train accident (e.g., a yard derailment or collision); and
4. The event must not cause, nor be alleged to have caused, an injury, illness, or medical treatment of any kind to any person.

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.

This article does not modify the company's (AMTRAK) incident investigation procedures and/or Drug and Alcohol Testing Policy. Also, this article does not cover events that are real-time observations.

Article 7. CONDITIONS FOR PROTECTION FROM AMTRAK DISCIPLINE AND/OR DECERTIFICATION AND OTHER FRA ENFORCEMENT

The main purpose of this close call reporting system is for the participating parties to learn more about the safety risks they face. An important element of the program is the shielding of employees from AMTRAK discipline and/or decertification and other FRA enforcement potentially arising from events reported under this system. An additional concern is the need to also shield AMTRAK from FRA enforcement potentially arising from events reported under this system.

Shielding employees and AMTRAK from a possible enforcement action creates an environment where employees feel more comfortable disclosing information.

Confidential close call reporting protects the identity of the person disclosing information. The PRT is able to use the information to learn about system problems and to educate all parties. The reporting of close calls will foster an environment that enables the parties involved to understand system failures and implement improvement opportunities.

Article 7.1 CONDITIONS UNDER WHICH A REPORTING EMPLOYEE IS PROTECTED FROM AMTRAK DISCIPLINE AND/OR DECERTIFICATION AND OTHER FRA ENFORCEMENT

Except as provided below and in Article 7.2, AMTRAK employees included in this C³RS/IMOU who report close calls, or who are involved in the reported event in accordance with Article 6, will be protected from discipline and/or decertification by AMTRAK, provided an appropriate FRA waiver has been granted (see Appendix A).

Note: If FRA grants the waiver petitions in question, copies of the FRA's decision letters will be attached to this C³RS/IMOU and incorporated by reference.

FRA will not require AMTRAK to revoke the certification of the employees if the event meets both of the following two conditions:

1. The employee's action or lack of action was not intended to cause damage and/or injury to AMTRAK's operations, equipment, or personnel; and
2. The employee reports the close call event within the time limits set forth in Articles 6.3 and 6.4, and the report is accepted as provided in Article 6.1.

Employee protection from AMTRAK discipline requires that the same conditions apply.

Employees who file an accepted close call report are protected from discipline and/or decertification by AMTRAK and from other FRA enforcement arising from the retrospective discovery of events involving violations of operating practices involving the event reported. This includes the retrospective (as opposed to real-time) use or review of event recorder data.

All employees covered by this C³RS/IMOU that are involved in a close call event will be afforded the same protection as long as at least one immediate co-worker filed an accepted close call report.

AMTRAK and FRA are prohibited from using any information contained in a close call report to pursue or defend any disciplinary or enforcement actions.

All parties to this C³RS /IMOU understand that this data is also protected and must not be used for any purpose other than PRT analysis. Each of the PRT members must be trained on confidentiality and must sign a confidentiality agreement.

Article 7.2 CONDITIONS UNDER WHICH A REPORTING EMPLOYEE IS NOT PROTECTED FROM AMTRAK DISCIPLINE AND/OR DECERTIFICATION AND OTHER FRA ENFORCEMENT

AMTRAK employees included in this C³RS/IMOU receive no protection from discipline and/or decertification and other FRA enforcement action when one or more of the following conditions occur:

1. The employee's action or lack of action was intended to damage AMTRAK or another entity's operations or equipment or to injure other individuals, or intentionally placed others in danger (for example, sabotage);
2. The employee's action or lack of action involved a criminal offense;
3. The employee's behavior involved substance abuse or inappropriate use of controlled substances;
4. The report is rejected in accordance with Article 6.1;
5. The event resulted in any type of train accident without regard to monetary damages;
6. The event caused or is alleged to have caused any injury, illness, or medical treatment of any kind to any person involved in the event;
7. The event resulted in an identifiable release of a hazardous material; or
8. The event was a real-time observation made by an FRA-certified inspector or railroad employee and reported to and verified by AMTRAK management, except as provided in Article 6.4.

Article 7.3 CONDITIONS UNDER WHICH AMTRAK IS NOT PROTECTED FROM FRA ENFORCEMENT

FRA will also afford the same protection from enforcement action to AMTRAK, as that afforded to an AMTRAK employee covered by this IMOU, for any incident for which an accepted close call report is filed. Likewise, if an employee report falls under one of the exceptions listed in Article 7.2 and the employee is not afforded protection, AMTRAK will also not receive protection from FRA enforcement action.

Article 7.4 CONDITIONS THAT ARE REQUIRED FOR REAL-TIME OBSERVATIONS

For an event to be considered a a real-time observation under article 7.2, item 8, the employee must be informed of the observed/witnessed violation by an AMTRAK manager as soon as possible, but not to exceed two hours from the time of the observation/witness of event.

An event may also be considered a real-time observation upon notification by an observing FRA-certified inspector to the employee or the railroad as soon as possible after observing a rules violation. The FRA-certified inspector should document the time and location of the observation on the FRA Inspection Report (6180.96 report).

Article 8. HOW EMPLOYEES NOTIFY AMTRAK OR FRA OF PROTECTION FROM DISCIPLINE OR FRA ENFORCEMENT

When AMTRAK initiates an investigation of an unsafe event or condition and an employee indicates that the event or condition has been reported in accordance with the C³RS /IMOU, the time limits for pursuing discipline will be put in abeyance pending a confirmation receipt from the NASA.

When a receipt is available for review the employee's union representative will present the receipt to the local manager. If the local manager is able to determine that the receipt is applicable to the event, the investigation will be closed.

If the union representative and local manager do not agree that the receipt is applicable to the event, the union representative will present a copy of the receipt to the PRT, who will then accept or reject the receipt as proof of an accepted report of the event in question. If the PRT accepts the receipt, the investigation will be closed.

If the PRT rejects the receipt, the local manager and union representative will be advised and the time limits for initiating disciplinary proceedings will commence. In such cases, neither party may use nor reference the close call report in the subsequent disciplinary proceedings.

Upon receiving notice of FRA civil enforcement for an event covered by an accepted close call report, the employee and/or employee's union representative will present the receipt to the FRA PRT member for assistance in resolving the notice consistent with this IMOU.

Article 9. USE OF DATA

All participants in this C³RS/IMOU agree to use the information they acquire only for positive purposes to improve railroad safety. This could include new or modified training, assessing risk and allocating resources to address those risks, and learning why these close calls are taking place.

Article 10. CORRECTIVE ACTIONS

Corrective actions are the actions taken by AMTRAK labor and management in response to the PRT's recommendations concerning emerging trends and reported safety events.

Article 11. STAKEHOLDERS

The primary organizations that will be involved in the pilot demonstration project are:

- FRA's Office of Railroad Development;
- FRA's Office of Safety;
- NASA;
- D.O.T. Volpe Center ;
- AMTRAK;
- BLET;
- UTU; and
- Peer Review Team (PRT)
- PRT Support Team

Article 12. STAKEHOLDERS' RESPONSIBILITIES IN SUPPORT OF THE C³RS/IMOU

The rights, roles, and responsibilities set forth in this C³RS/IMOU apply only to participants in the C³RS Pilot Demonstration Project pursuant to any IMOUs that are approved by the FRA. Currently, FRA has approved IMOUs for the following railroads: the Union Pacific Railroad Company, the Canadian Pacific Railway, and the New Jersey Transit. If the Pilot Demonstration Project involves a waiver of any FRA rules, the Parties shall submit a waiver request under 49 CFR § 211.41. In granting the waiver request, the FRA Railroad Safety Board may impose conditions necessary to assure safety.

There are nine primary stakeholder organizations that will be involved in the Pilot Demonstration Project. These include: FRA Office of Railroad Development, which will fund and sponsor the program for the industry; FRA Office of Safety, which will consult on the project's goals and implementation plan; NASA, which will collect and analyze the reporting data; the Volpe Center, which, on behalf of the FRA, will coordinate the Pilot Demonstration Project, conduct the program evaluation, and provide staff support to the project; AMTRAK, which will implement the reporting system in the boundaries specified in Article 3; the BLET and UTU, which will represent the employees providing the close call reports; the PRT, which will analyze the data provided by NASA and make corrective action recommendations; and the PRT Support Team, which will assist in implementing corrective action recommendations.

Article 12.1 FRA'S RESPONSIBILITIES IN SUPPORT OF THE C³RS/IMOU

The FRA will oversee the scope and quality of the work. Experience gained from other modes has indicated that the willingness of persons to submit a close call report depends to a large degree on preserving the confidentiality of AMTRAK, the reporting employee, and immediate co-workers named in those reports. Accordingly, FRA will not have access to the close call reports before identifying information has been removed.” FRA will not seek, and NASA will not release to FRA, any information that might reveal the identity of such persons, organizations, locations or events mentioned in close call reports.

Specific FRA responsibilities include the following activities:

1. Fund the C³RS Pilot Demonstration Project if Congress appropriates funds for the project. The duration of the project is dependent upon continued Congressional funding. As provided in Article 14, any party may terminate their participation in the project at any time;
2. Approve the project plan, budget, and detailed implementation;
3. Assign FRA employees to work on the PRT to analyze and summarize emerging trends, as well as to recommend corrective actions;
4. Monitor the evaluation of the project;
5. As one of the stakeholders on the Close Call Steering Committee (already in existence), consult on the project's organization, goals, objectives, elements, and high-level implementation plan; and
6. Develop a model corrective action protocol, which is a communications system with a feedback loop between AMTRAK, NASA, and the PRT.

Article 12.2 THIRD PARTIES' RESPONSIBILITIES IN SUPPORT OF THE C³RS/IMOU

NASA and the Volpe Center are independent third parties. The third parties' responsibilities in support of the IMOU are to manage the implementation of the close call reporting system and protect the confidentiality of the data. FRA will work with NASA and the Volpe Center to ensure that the responsibilities outlined in this IMOU are fulfilled. NASA will act as the owner of the data and will protect the confidentiality of this information through its own governance. NASA's responsibility to protect the confidential information as outlined in this IMOU will be governed by a separate Interagency Agreement (IA) between FRA and NASA providing for the development of a railroad safety reporting system. The performance of this IMOU is contingent upon the finalization and execution of the IA between FRA and NASA.

Other tasks include the following:

12.2.1 The Volpe Center:

Project Planning

1. Design the project's overall organizational structure; goals, objectives, elements; project plan; draft of budget; high-level implementation plan; detailed implementation plan; and oversight and management of the Pilot Demonstration Project.
2. Identify and prepare Pilot Demonstration Project sites, including training applicable employees and managers, and integration with other current AMTRAK related efforts.
3. Provide a process for rigorous quality assurance of data input, output, content, and timeliness.
4. Manage the Close Call web site at www.closecallsrail.org.

Manage reporting system

1. Participate in the development of quarterly reports/letters to summarize emerging trends and corrective actions. Post reports on the Close Call web site or any other appropriate websites as determined by the PRT and FRA.
2. Participate in the development of an annual report/letter describing the status of the C³RS Pilot Demonstration Project, any modifications made and lessons learned to date; describe emerging trends and recommended solutions; and put on the Close Call web site or any other appropriate websites as determined by the PRT and FRA.
3. Review data input, output, content, and timeliness and make recommendations as part of quality assurance process

Program evaluation

The success of the C³RS Pilot Demonstration Project depends upon its implementation and how it impacts safety at AMTRAK. A program evaluation will be conducted in a way to facilitate the smooth implementation of the project and measure the project's effectiveness in improving safety with a minimal burden to AMTRAK. The Volpe Center will conduct the program evaluation component of this project with support from a third party and NASA. The following tasks related to program evaluation will be performed:

1. Collect baseline measures of safety and reporting culture for each participating railroad;
2. Measure performance by tracking safety numbers against the baseline to see if risk has been reduced;
3. Provide feedback to participants to improve the implementation of close call Pilot Demonstration Project. This includes review of PRT Multiple Cause Incident Analysis (MCIA) reports or other worksheets and corrective actions recommendations; and
4. After there are three or more carriers involved in the C³RS Pilot Demonstration Project, prepare written baseline, mid-term, and final reports, with AMTRAK's approval prior to publication.

12.2.2 The National Aeronautics and Space Administration

Project planning

1. Design the project's organizational structure at the NASA level including developing goals, objectives, and elements; project plan; draft of budget; detailed implementation plan; and oversight and management of NASA-C³RS operations;
2. Provide training to employees/contractors and managers participating in NASA-C³RS project;
3. Develop a system for railroad employees to report close calls confidentially, including processes and procedures for data collection, and analysis and interpretation of reports;
4. Develop both a paper and electronic C³RS report form to be used for reporting close call events to NASA;

5. Evaluate and acquire appropriate hardware and software to implement a confidential data reporting system; and
6. Provide a process for rigorous quality assurance of data input, output, content, and timeliness at NASA operations level.

Manage reporting system

1. Enter close call reports in the tracking system if it meets acceptance criteria;
2. Conduct interviews with reporting employees, as necessary, to collect additional details about reported close call incidents;
3. De-identify close call report;
4. On request from the PRTs, analyze multiple reports for emerging trends and new sources of risk; and
5. Send reports to the PRTs about C³RS reporting patterns, emerging patterns, and corrective actions.

Article 12.3 AMTRAK'S RESPONSIBILITIES IN SUPPORT OF THE C³RS/IMOU

AMTRAK shall not have any access to nor seek any NASA data that might reveal the identity of employees or individuals mentioned in a close call report. By participating in the C³RS Pilot Demonstration Project, AMTRAK will:

1. Commit to the support and use of the close call reporting system at all levels of the organization;
2. Consult on the high-level implementation plan with all AMTRAK's General Superintendents and the Safety Superintendent;
3. Ensure AMTRAK's PRT Support Team assists the PRT to analyze and summarize emerging trends as well as to recommend corrective actions;
4. Ensure senior management and supervisors cannot preempt their respective representative's decision-making discretion for an event reported;
5. Use the information collected from the close call Pilot Demonstration Project for the purpose of improving safety. AMTRAK agrees not to use the information reported for the purpose of disciplining or decertifying employees except for those circumstances covered in Article 7.2;
6. Work with Volpe to develop and implement a C³RS data access and storage process, in accordance with confidentiality requirements, to be used by the PRT;
7. Use the reports to take corrective action in a timely manner as recommended by a consensus of the PRT;

8. Develop a communications plan for sharing findings with its employees in order to help achieve success in this pilot demonstration project;
9. Fund labor representative's participation on the PRT at the rate of one basic day at the current governing rate of the crafts represented per day worked, or make whole the labor representative for lost earnings, whichever is greater. When needed, travel expenses will be reimbursed or paid by AMTRAK; and
10. Ensure the AMTRAK PRT Support Team assists the Lessons Learned Team (Volpe) to acquire information and data needed for developing C³RS reporting trends and conducting project evaluation. Detailed specifications on data needed for such analyses will be presented to AMTRAK's representative on the Support Team in the C³RS Data Request Document.

Article 12.4 BLET'S and UTU'S RESPONSIBILITIES IN SUPPORT OF THE C³RS/IMOU

By participating in the C³RS Pilot Demonstration Project, BLET and UTU shall have the following responsibilities:

1. Commit to the use of the close call reporting system at all levels of the organization;
2. Consult with Volpe Center on the high-level implementation plan;
3. Appoint BLET and UTU representatives to participate on the PRT; and
4. Participate on the PRT to analyze and summarize emerging trends as well as recommend corrective actions.

Article 12.5 PEER REVIEW TEAM'S RESPONSIBILITIES IN SUPPORT OF THE C³RS/IMOU

The PRT consists of individuals from the primary stakeholders (AMTRAK, BLET, UTU, and FRA) who represent their constituency's perspectives in forming a comprehensive view of close call events. The PRT will be composed of an equal number of representatives from AMTRAK management and the labor organizations (BLET, UTU, UTU-YM), and one representative from the FRA. A representative from NASA may also participate on the PRT.

During the start up period of the Pilot Demonstration Project (the first six months) the PRT may utilize the membership of the Steering Committee Working Group for initial guidance and direction. The PRT will develop a handbook for PRT governance and succession planning. The PRT can change the handbook as conditions warrant.

Following the start up period, the PRT will draw members from the local level of the primary stakeholders. Continuity of the PRT membership is essential for success.

The PRT will meet on a required basis, after agreeing to a schedule that considers the availability of PRT members. Meeting frequency will be adjusted by the PRT as needed. Its primary responsibilities include:

1. Analyze close call event reports

- Analyze each close call report after the identifying information has been removed and determine the root causes of the reported incidents.
- Generate and distribute feedback reports to PRT Support Team, giving feedback on close calls, emerging trends, and newly identified risks, which were provided by NASA to the PRT.
- Assess the association between emerging patterns or trends in close calls, relate those to corrective actions to be taken by AMTRAK, and advise and assist with the implementation of corrective actions.
- Send proposed corrective action recommendations and/or presentations to the PRT support team.
- Monitor, measure, and track the effectiveness of the corrective actions and their impact on the Pilot Demonstration Project site's safety.

2. Analyze collective reports

- Analyze data from multiple reports.
- Identify emerging trends and new types of safety-critical events within and across the Pilot Demonstration Project site.
- Review and discuss a summary report comprised of the individual close call reports, emerging trends, identified root causes, and suggested corrective actions. Assess the association between emerging patterns or trends in close calls and relate those to corrective actions taken by AMTRAK.
- Propose company-wide corrective actions to address new sources of risk and emerging trends.
- Review and discuss all reports prior to their distribution.

The PRT will function using, but not be limited to, the following guidelines:

1. The PRT can conduct business only when a quorum is present. A quorum is defined within the PRT handbook.
2. The primary stakeholders on the PRT are encouraged to consult with their constituents and additional FRA or industry experts for guidance on complex or sensitive matters – where more information is desired to make an informed decision. The use of subject matter experts is encouraged.
3. The PRT will conduct its own root cause analysis driven by the NASA report. Access to the root causes will be granted to the Volpe Center.

4. Each representative is empowered to offer possible sources of risk, error recovery mechanisms, and corrective actions. Diverse perspectives are expected and encouraged. The PRT's opinions reflect a collaborative decision-making process among all PRT representatives.
5. The PRT makes its decisions using consensus when assigning root causes and proposing corrective actions. "Consensus" means the voluntary agreement of all representatives. It does not require that all members believe that a particular decision is the best one. Instead, all representatives' positions are given a proper hearing and are addressed, and a decision is one that all can accept.
6. If there is a dispute concerning the application of this IMOU, the parties signatory to this C³RS/IMOU will refer the matter to the General Chairman of the BLET and UTU and the AMTRAK General Superintendents. The General Chairmen and AMTRAK General Superintendents will consider the matter and recommend a resolution to the PRT. If this referral fails to resolve the dispute, the matter will be referred to the Disputes Subcommittee of the C³RS Steering Committee for consideration. The Disputes Subcommittee will be comprised of five members: two (2) representatives of labor, one of whom must be a representative of the organization involved in the dispute; two (2) senior representatives of AMTRAK; and one (1) representative of the FRA Office of Safety. The Disputes Subcommittee will make recommendations on disputes referred to it by consensus, consistent with the purpose of this C³RS/IMOU (as stated in Article 2), and return the decision to the General Chairmen and AMTRAK General Superintendents.
7. The PRT will protect the confidentiality of the reporting employee. The PRT will not disclose any information that would make it possible to identify the reporting employees mentioned in the close call report to any person or entity. All parties also agree to protect the confidentiality of any and all data, analysis, findings and recommendations related to this IMOU. The confidentiality of this information will survive in perpetuity.
8. The PRT will provide access to their analyses of NASA de-identified reports and recommendations for corrective actions to federal employees and contractors of the Volpe Center for the performance of program evaluation as described in Article 12.2.1. These federal employees, contractors, and Steering Committee members will be granted access based on their "need to know" (for purpose of conducting program evaluation), after completion of confidentiality training and signing confidentiality non-disclosure agreement as specified in Article 5.1.
9. The PRT will meet in a mutually convenient central location with pay/expenses covered as in number 9 of Section 12.3.

Article 12.6 PRT SUPPORT TEAM ROLES AND RESPONSIBILITIES

The PRT Support Team will consist of individuals from the AMTRAK appointed representatives, as well as representatives from FRA and labor organizations when requested.

Their responsibilities will include:

1. Support the PRT during implementation and provide continuing project oversight.
2. Provide support for the implementation of corrective actions.
3. Review PRT decisions and provide feedback to stakeholders.
4. AMTRAK's appointed representative on PRT Support Team will report corrective actions implemented to PRT or report why no action was taken. The AMTRAK representative will also report on the measured effectiveness of corrective actions to PRT.

Article 13. FINAL ACCEPTANCE AND MODIFICATIONS

This C³RS/IMOU is not effective until FRA approves a waiver of certain provisions of Title 49 of the Code of Federal Regulations that are identified in Appendix A. Final implementation of this C³RS/IMOU will be dependent on BLET and UTU accepting and signing Appendix A.

Modifications to this C³RS/IMOU may be proposed at any time during the period of performance by any party to the C³RS/IMOU, and shall become effective upon written approval by all parties.

Article 14. PROJECT DURATION/EMPLOYEE PROTECTIONS

This C³RS/IMOU will be in effect until cancelled as outlined below. Cancellation of participation is subject to the following restrictions:

1. The BLET or UTU signatory to this C³RS/IMOU may cancel their respective participation with a 45 days' written notice to AMTRAK. The notice will be mailed to AMTRAK Vice President Transportation and the remaining signatories.
2. AMTRAK may cancel participation with 45 days' written notice to the BLET and UTU signatories to this agreement.
3. FRA may cancel participation with 45 days' written notice to AMTRAK, BLET and UTU. The continued participation of the FRA and NASA is contingent on the availability of FRA appropriated funds. In its written notice, FRA will advise AMTRAK as to the status of any FRA waiver in connection with this IMOU at the conclusion of FRA's participation.
4. The termination or modification of the program will not adversely affect anyone who acted in reliance on the terms of the program in effect at the time of that action; i.e., if the C³RS/IMOU is terminated, all reports and investigations that were in progress will be handled under the provisions of the program until they are completed. Employees reporting under this program will remain protected from AMTRAK discipline and/or FRA enforcement for reported events.
5. Should any party serve the appropriate cancellation notice, all parties commit to meet within the 45-day period to seek resolution.
6. The confidentiality provided by this agreement survives its cancellation.

Article 15. RECORD KEEPING

To ensure compliance, all records and documents relating to this program, including any documentation from the PRT, shall be kept in a manner prescribed by AMTRAK

Article 16. C^{RS}/MOU SIGNATURES

The parties signing below participated in the development of this C^{RS}/MOU and support the concepts of close call reporting.

<u>Roy Deitchman</u> Roy Deitchman Vice President Environmental, Health and Safety AMTRAK	<u>12-9-10</u> Date
<u>David Nichols</u> David Nichols Senior Director System Operating Practices AMTRAK	<u>9-30-2010</u> Date
<u>Christopher E. Williams</u> Christopher E. Williams Safety Superintendent AMTRAK	<u>12-13-10</u> Date
<u>R. Stephen Struchan</u> R. Stephen Struchan Chief Transportation Officer AMTRAK	<u>10/13/2010</u> Date
<u>Larry C. Hibark</u> Larry C. Hibark Director - Labor Relations AMTRAK	<u>6-9-10</u> Date
<u>Michael DeCataldo</u> Michael DeCataldo General Superintendent AMTRAK	<u>11/4/2011</u> Date
<u>Michael Hibark</u> Michael Hibark General Superintendent AMTRAK	<u>10/13/10</u> Date
<u>Thomas Koz</u> Thomas Koz Acting General Superintendent AMTRAK	<u>12/13/2010</u> Date
<u>Daryl Papp</u> Daryl Papp General Superintendent AMTRAK	<u>12/29/2010</u> Date
<u>Kurt Laird</u> Kurt Laird General Superintendent AMTRAK	<u>12-14-10</u> Date

Honore Sliembeck
Honore Sliembeck
General Superintendent AMTRAK

Nov. 24, 2010
Date

Joseph Yannuzzi
Joseph Yannuzzi
General Superintendent AMTRAK

12-15-2010
Date

Christopher J. Godzinski
Christopher J. Godzinski
General Manager - East AMTRAK

12/23/2010
Date

William B. Duggan
William B. Duggan
General Manager - West AMTRAK

12-16-10
Date

Mack B. Kenny
Mack B. Kenny
General Chairman BLET

7-7-10
Date

John Frowisich
John Frowisich
Vice President - UTU

9/7/10
Date

Roger J. Keefe
Roger J. Keefe
General Chairman UTU GO-769

9/7/10
Date

William A. Bocho
General Chairman UTU GO-663

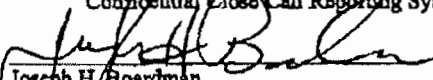
Date

Robert J. Keeloy
Robert J. Keeloy
General Chairman UTU GO-342

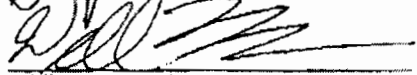
9/7/10
Date

Article 17. C³RS/MOU SIGNATURES

The parties below approve this Implementing Memorandum of Agreement and the principles of the Confidential Close Call Reporting System.


Joseph H. Boardman
President and CEO AMTRAK


6/9/10
Date


William L. Crosbie
Chief Operating Officer AMTRAK

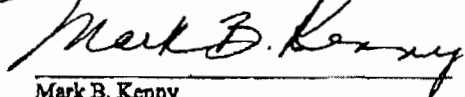
6-9-10
Date


Richard Phelps
Vice President Transportation AMTRAK

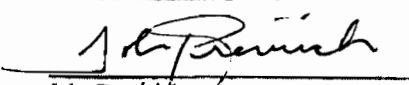
6-1-2010
Date


Charles B. Woodcock III
Assistant Vice President Labor Relations AMTRAK

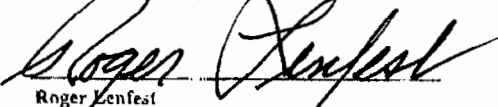
6-9-10
Date


Mark B. Kenny
General Chairman BLBT

7-7-10
Date


John Previsich
Vice President - UTU

9/7/10
Date


Roger Kenfest
General Chairman UTUGO-769


9/7/10
Date

William A. Beebe
General Chairman UTU GO-663

Date


Robert J. Kealey
General Chairman UTU GO-342

9/7/10
Date


Jo Strang
Associate Administrator for Safety FRA

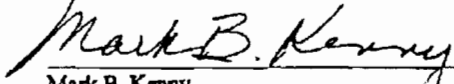
5/12/10
Date

APPENDIX A: WAIVERS NECESSARY AS A CONDITION PRECEDENT TO PARTICIPATION IN THE C3RS PILOT DEMONSTRATION PROJECT

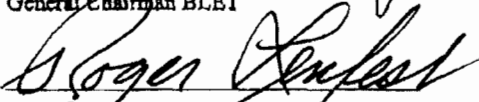
AMTRAK, UTU, and BLET will not participate in the C³RS Pilot Demonstration project unless FRA has granted waivers of the following sections with respect to the C³RS project as defined in Article 3 and Article 3.1.

49 CFR 240.117(e)(1) - (4);
49 CFR 240.305;
49 CFR 240.307

SIGNATURES:


Mark B. Kenny
General Chairman BLET


2-7-10
Date


Roger Lenfest
General Chairman UTU GO-769

9/7/10
Date

William A. Beebe
General Chairman UTU GO-663

Date


Robert J. Keeley
General Chairman UTU GO-342

9/2/10
Date