

**CONFIDENTIAL CLOSE CALL REPORTING SYSTEM
IMPLEMENTING MEMORANDUM OF UNDERSTANDING
ST MARY'S RAILWAY WEST**

DECEMBER 1, 2021

SLSI PILOT



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Article 1. Parties to Confidential Close Call Reporting System Implementing Memorandum of Understanding (C³RS/IMOU) (Parties)

- A. **Federal Railroad Administration (FRA):** an administration in the Department of Transportation charged with carrying out all railroad safety laws of the United States under 49 United States Code (USC) Section 103 and 49 Code of Federal Regulations (CFR) § 1.89.
- B. **St. Mary's Railway West (SMW):** railroad carrier.
- C. **Short Line Safety Institute – (SLSI):** The Short Line Safety Institute (SLSI) is a non-profit corporation that conducts safety culture assessments and is the education and training source for short line and regional railroads concerning safety culture. SLSI representatives will comprise the SLSI Peer Review Team (SLSI PRT) for the signatories for this C³RS/IMOU.
- D. **SMW Transportation Employees – (SMWTE):** All represented and/or non-represented transportation employees (non-management) at SMW, working within the boundaries of the Confidential Close Call Reporting System Program (Program).
- E. **SMW Mechanical Department - (SMWMD):** All represented and/or non-represented mechanical employees (non-management) at SMW, working within the boundaries of the Program.
- F. **SMW Engineering Department – (SMWEN):** All represented and/or non-represented engineering employees (non-management) at SMW, working within the boundaries of the Program.

Article 2. Purpose

The Parties are voluntarily entering into this C³RS/IMOU with the intent to improve the safety of railroad operations.

The objectives for close call reporting are:

- The accumulation of confidential data on currently unreported or underreported unsafe events;
- Event 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 of the Program

The boundaries of the Program are anywhere SMW employees perform activities in support of SMW railroad operations.

Article 3.1 Applicability

The C³RS/IMOU will apply to all SMW employees who are represented by the Parties described in Article 1 and governed by the signatories to this C³RS/IMOU, including employees in training or probationary status. The C³RS/IMOU will also apply to the non-represented employees described in Article 1, including any non-represented employees in training or probationary status. Employees must submit an accepted C³RS report, subject to conditions in Article 7.1 of this C³RS/IMOU, to have protection from discipline from SMW and/or FRA civil enforcement. Additionally, SMW will be exempt from FRA civil enforcement under the same terms as these individuals for accepted C³RS reports. This C³RS/IMOU does not alter or modify any Collective Bargaining Agreement.

Article 3.2 Other Covered Employees – Tenant Host Operations

C³RS reports may be accepted from SMW employees when they are operating within the boundaries of this IMOU as defined in Article 3. If a carrier operating as a tenant on SMW owned and operated territory also has an executed C³RS IMOU and any necessary waiver from FRA regulations, that carrier and its employees will be provided the same coverage as described in Article 3.1.

When SMW is operating as a tenant railroad on a host railroad, this IMOU will not affect any provision of a tenant/host agreement between SMW and the host railroad. Additionally, this IMOU will only protect SMW employees from any applicable SMW discipline or any FRA enforcement action.

If a host and tenant railroad both have an approved IMOU in effect, the host railroad's IMOU will govern tenant operations.

Article 4. Definitions

Adverse Consequences means the negative impacts that may result from a human error or system failure.

Certification means the qualification and certification of locomotive engineers under 49 CFR Part 240 and the qualification and certification of conductors under 49 CFR Part 242. If additional certifications are established by FRA, this definition will be inclusive of such certifications.

Close Call or a **Reported Close Call** is an opportunity to improve the safety of activities in support of SMW railroad operations in a situation or incident that has a potential for more

serious *adverse consequences* to railroad safety. The reported close call represents a situation in which an ongoing sequence of events was stopped (except as outlined in Article 6.4) from developing further, preventing the occurrence of potentially serious safety-related consequences. Fatalities and personal injuries do not fall into the category of a close call, and will continue to be reported and handled under the current SMW rules and FRA regulations, or any subsequent revisions to SMW rules and/or FRA regulations.

Consensus is the voluntary agreement of all representatives.

Corrective Action is an action taken by SMW in response to the SLSI PRT's recommendations concerning emerging trends and reported safety events.

Discipline is any SMW action that would result in a materially adverse employment action like documented verbal conferences, written counseling, written warnings, suspension, termination, demotion, etc.

Electronic Train Monitoring Device is hardware/software technology capable of identifying real-time abnormal events on trains, such as emergency application of air brakes, hard couplings, overspeed, etc. It may also include the use of inward- and outward-facing camera systems and drones.

Event Recorder is any device designed to resist tampering, that monitors and records data on employee activities, equipment operation, track occupancy, record of protection, time, distance, etc., and may record images and/or audio.

FRA Safety Inspector means an FRA safety inspector, a state inspector participating in railroad safety investigative and surveillance activities under 49 C.F.R. Part 212, or any other official duly authorized by FRA.

Hazardous Material is a commodity designated as a hazardous material by 49 CFR Part 172.

ID Strip refers to the portion of the C³RS report form that contains the reporter's name, address, and phone number. It is returned to the reporting employee by the National Aeronautics and Space Administration (NASA) once the report has been processed and serves as the reporters' proof of submission.

Need to Know means when 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 NASA and permission granted by the NASA Program Manager.

SLSI Peer Review Team or **SLSI PRT** is an SLSI team consisting of SLSI subject matter experts and FRA, and may include other subject matter personnel assigned by SLSI at its discretion. The SLSI PRT may also include a NASA representative.

Railroad Operations means the movement of equipment over rails.

Real-Time Observation means a direct visual observance by an FRA Safety Inspector or SMW manager of a violation of FRA regulations or the SMW's operating procedures or practices, including visual observances that occur during operational testing performed by SMW supervisors or management or real-time observances made with an electronic train monitoring device. The retrospective use or review of data from an event recorder or electronic train monitoring device is not a real-time observation.

Train Accident/Incident Reporting Threshold is the monetary accident/incident reporting threshold defined in 49 CFR § 225.19(c).

Article 5. Confidentiality

NASA shall act as the owner of the data SMW employee(s) report 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 SLSI PRT. NASA will de-identify this record so that the employee(s)'s identity, the name of the railroad(s) involved, and 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:

1. The employee close call report form and the content of that form;
2. The name of the employee who submits a close call report;
3. The name of any other employee mentioned in the close call report;
4. The name of the railroad(s) involved in the close call report; and
5. 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.
6. If NASA is unable to protect the confidentiality of the reporter or the railroad(s) involved, the report will not be forwarded to the SLSI PRT. Because railroad confidentiality cannot be maintained with fewer than three participating SLSI railroads, NASA will not provide the SLSI PRT de-identified reports pursuant to this C³RS IMOU unless there are three or more participating SLSI railroads.

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

Article 5.1 Access to Confidential Data

In the interest of providing the best measures for maintaining the confidentiality of the data, all internal NASA program 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. Internal Program staff includes NASA federal employees and NASA agents. NASA agents may include NASA contractors assigned to this Program. The SLSI PRT assigned to this Program will have access to de-identified reports and SLSI PRT work products.

Article 6. Reporting Procedures

When an employee of SMW covered by this C³RS/IMOU observes a safety problem or experiences a close call event, he or she should report the problem or event and describe it in detail to NASA. NASA has developed 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. NASA has a process for electronic submission or download of report forms at: <http://c3rs.arc.nasa.gov/report/electronic.html>.

A separate close call report form is required for each safety problem or close call event experienced during a tour of duty. The employee will complete the report form, either paper or electronic, and submit it based on the instructions on the form. SMW will make forms available at work locations. NASA will mail an ID Strip to the employee.

If NASA determines the initial report contains insufficient information to determine acceptance, the report may receive provisional acceptance. Final eligibility for ID Strip 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, the close call report is accepted as valid by NASA, an ID Strip is issued to the reporting employee via United States Postal Service.

Any record of such ID Strip will not be available in the NASA close calls reporting system. If an employee facing discipline has lost or misplaced the ID Strip, the reporting employee may request a verification letter from NASA. This letter will be provided whenever possible. However, there is no guarantee that NASA can provide a verification letter, since NASA does not store any identifying information about the employee who submitted the report.

Once accepted, NASA will evaluate and de-identify the close call form. NASA will then provide the de-identified information to the SLSI PRT for evaluation.

The reporting of close call events is neither intended to circumvent nor meant to be a substitute for any existing SMW 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 an employee perceives as potentially resulting in adverse consequences to the safety of railroad operations. An employee should report any concern about one's own safety or someone else's safety that involves activities supporting railroad operations.

Each close call report must contain sufficiently detailed information about an event so NASA can evaluate it. An interviewer may call the employee(s) 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 SLSI PRT the second screening.

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

1. Any train accident/incident that meets the Train Accident/Incident Reporting Threshold;
2. Any reported event that caused or is alleged to have caused any injury, illness, or medical treatment of any kind to any person (including passengers) involved in the event;
3. Reports unrelated to the safety of activities performed in support of railroad operations;
4. Acts of sabotage and other willful violations/acts or criminal offenses, including use of alcohol and prohibited controlled substances; and
5. An event resulting in an identifiable release of a hazardous material.

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

1. Reports that do not include sufficient information when a reporting employee does not accept a follow-up call when contacted; and
2. Personal grievances, such as a rejected time slip or perception of unfairness by a supervisor.

Article 6.2 Conditions under Which a Reporting Employee is Not Protected from Railroad Discipline, Railroad Revocation of Certification, or Other FRA Civil Enforcement

SMW employees included in this C³RS/IMOU receive no protection from railroad discipline, railroad revocation of certification, or other FRA civil enforcement when one or more of the following conditions occur:

1. The employee's action or inaction was intended to damage SMW 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 inaction involved a criminal offense;
3. The employee's behavior involved alcohol use, substance abuse, or inappropriate use of controlled substances;
4. The report is rejected under Article 6.1;
5. The event resulted in any type of train accident/incident that meets or exceeds the Train Accident/Incident Reporting Threshold;
6. The event caused or is alleged to have caused any fatality, injury, illness, or medical treatment of any kind to any person (including passengers) involved in the event;
7. The event resulted in an identifiable release of a hazardous material; or
8. The event is a real-time observation by a SMW manager or an FRA Safety Inspector, including operational testing conducted by a SMW supervisor or management.

FRA will also afford the same protection from civil enforcement action to SMW, as that afforded to a SMW employee covered by this C³RS/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 6.2 and the employee is not afforded protection, SMW will also not receive protection from FRA enforcement action.

Article 6.3 Time Limits to File Report and Receive Protection from SMW Discipline, Railroad Revocation of Certification, or Other FRA Civil Enforcement

To receive protection from SMW discipline, revocation of certification, and/or other FRA civil enforcement, an employee with knowledge of the incident must submit a written (either paper or electronic) close call report to NASA within 48 hours of the incident.

Article 6.4 Special Criteria for Known Event Reporting

This article does not modify SMW incident investigation or alcohol and drug testing policy (whether implemented under FRA or SMW authority), or supersede any non-FRA Federal or State regulatory requirements (e.g., regulatory requirements promulgated by the Occupational Safety and Health Administration (OSHA)). This article does not include or cover events that are part of real-time observations by a SMW manager or FRA Safety Inspector, including operational testing conducted by a SMW supervisor or management.

Events below the FRA Train Accident/Incident Reporting Threshold that do not involve a fatality, injury, illness, or medical treatment, but would require managerial notification

and/or protection under SMW policy or operating rules (i.e., a “Known Event”), shall be considered eligible close call events. Examples of close call events that must be reported immediately to management/supervisor as a Known Event include, but are not limited to: mishaps when loading or unloading a rail car, roadway worker nearly struck by moving train, run-through switches, minor derailments, and on board electronic monitoring device activations. To facilitate analysis of such Known Events, an employee will provide notification of the Known Event to SMW management/supervisor (foreman) without undue delay. A C³RS report will be completed and submitted to NASA within the time limits set forth in Article 6.3.

SMW agrees it will not initiate any discipline, written warnings, or written counseling for a Known Event reported to and accepted by NASA as a close call.

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

Article 7. Purpose for Protection from Railroad Discipline, Revocation of Certification, or Other FRA Civil Enforcement

The main purpose of this Program is for the Parties to learn more about the safety risks they face. An important element of the Program is the shielding of employee(s) from SMW discipline, revocation of certification, or other FRA civil enforcement potentially arising from events reported under this system. An additional concern is the need to also shield SMW from FRA civil enforcement potentially arising from events reported under this system.

Confidential close call reporting protects the identity of the person disclosing information and the railroad(s) involved. The SLSI PRT is able to use the information to learn about systemic problems and to educate all Parties. The reporting of close calls will foster an environment that enables the Parties involved to understand systemic failures and implement improvements.

Article 7.1 Conditions under Which a Reporting Employee(s) is Protected from Railroad Discipline, Revocation of Certification, or Other FRA Civil Enforcement

Except as provided for in Article 6.2, SMW employees covered by this C³RS/IMOU who report acceptable close calls will be protected from railroad discipline, revocation of certification, or other FRA civil enforcement, provided an appropriate FRA waiver has been granted.

If an employee is unaware that a close call event has occurred and was properly reported by any other work group member, upon notification, the employee may then complete and submit a close call report following Articles 6 and 6.3 and receive the same protections as the work group member who reported the close call. All employees who submit a close call

report will be protected from railroad discipline, revocation of certification, or other FRA civil enforcement provided the reports are submitted under Articles 6 and 6.3.

An employee who has received protection from railroad discipline, revocation of certification, or other FRA civil enforcement by submitting a close call report will not be required to appear as a witness in an investigation of an employee who did not file a close call report.

If an appropriate FRA waiver has been granted, FRA will not require SMW to revoke the certification of the protected employee if the event meets both of the following two conditions:

1. The employee's action or inaction was not intended to cause damage and/or injury to SMW operations, equipment, property, or personnel; to any other entity's property, equipment, or personnel; or to a person; and
2. The employee reports the close call event within the time limits set forth in Article 6.3, and the report is accepted as provided in Article 6.1.

Employee protection from railroad discipline, revocation of certification, or other FRA civil enforcement requires that the same above two conditions apply.

Employees who file an accepted close call report are protected from railroad discipline, revocation of certification, or other FRA civil enforcement arising from the retrospective discovery of events involving violations of railroad operating practices/departamental rules and procedures involving the event reported, including failure to report the event to management as required by any railroad rule. This includes the retrospective (as opposed to real-time) use or review of data from an event recorder or electronic train monitoring device.

Article 7.2 Conditions under Which SMW is Protected from FRA Civil Enforcement

FRA will also afford the same protection from civil enforcement action to SMW, as that afforded to a SMW employee covered by this C³RS/IMOU, for any event for which an accepted close call report is filed. Likewise, if an employee report falls under one of the exceptions listed in Article 6.2 and the employee is not afforded protection, SMW will also not receive protection from FRA civil enforcement action.

Article 7.3 Conditions That are Required for Real-Time Observations

When a real-time observation is made by a SMW manager or supervisor under Article 6.2 item 8, the observed employee must be informed of the observation as soon as possible, but not to exceed two (2) hours after the observed event.

An event may also be considered a real-time observation upon notification by an observing FRA Safety Inspector to the observed employee(s) or the railroad as soon as possible after observing the violation of FRA regulations or SMW's operating procedures or practices,

~~constituting a violation of FRA regulations.~~ The FRA Safety Inspector will document the time, date, location, and a description of the observation on an FRA Inspection Report (6180.96 Report). The FRA Safety Inspector will provide a copy of the Inspection Report to the appropriate railroad officer preferably on the same day, but no later than 24 hours after the observation.

Article 8. How an Employee Notifies SMW or FRA of Protection from Railroad Discipline, Revocation of Certification, or Other FRA Civil Enforcement

When SMW initiates an investigation of an unsafe event or condition and an employee indicates that the event or condition has been reported consistent with this C³RS/IMOU, the time limits for pursuing discipline will be put in abeyance if necessary, pending a confirmation ID Strip from NASA.

When an ID Strip is available for review, the employee must present it to the railroad manager. If the SMW manager can determine the ID Strip applies to the event and is a close call acceptable under Article 6.1, the investigation will be closed. If the Parties do not agree that the ID Strip is applicable to the event or that the reported event is a close call acceptable under Article 6.1, the employee will present a copy of the ID Strip to the SLSI PRT, who will then accept or reject the ID strip as proof of an accepted report of the event in question.

Both the employee and SMW will have the opportunity to present facts of the incident to the SLSI PRT before the SLSI PRT decides to accept or reject the ID Strip.

If the SLSI PRT accepts the ID Strip, charges and/or assessed discipline, including any revocation of certification, will be dismissed and all lost time will be paid. If the SLSI PRT rejects the ID Strip, the SLSI PRT will advise the SMW manager and the time limits for initiating disciplinary proceedings may commence. In such cases, no Party may use or reference the close call report in the subsequent disciplinary proceeding(s).

Upon receiving notice of FRA civil enforcement for an event covered by an accepted close call report, the employee will present the ID Strip to the FRA for assistance in resolving the notice consistent with this C³RS/IMOU.

Article 9. Use of Data

All Parties to 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. Reserved

Article 11. Stakeholders

The primary organizations that will be involved in the Program are:

- FRA's Office of Railroad Safety.
- NASA.
- SMW.
- SLSI.

Article 12. Stakeholders' Responsibilities in Support of the C³RS/IMOU

The rights, roles, and responsibilities set forth in this C³RS/IMOU apply only to Parties, the Parties' employees, and Stakeholders participating in the Program under this C³RS/IMOU.

Article 12.1 FRA's Responsibilities in Support of the C³RS/IMOU

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 the reporting employee(s) and the railroad(s) involved. FRA will not seek, and NASA will not release to FRA, any information that might reveal the identity of such persons, railroad(s), organizations, locations, or events mentioned in close call reports.

Specific FRA responsibilities include the following activities:

- Fund the Program if Congress appropriates funds for the Program. The duration of the Program is dependent upon continued Congressional funding. As provided in Article 14, any Party may terminate its participation in the Program at any time.
- Assign personnel to assist the SLSI PRT to analyze and summarize emerging trends and recommend corrective action measures.
- Work with NASA to ensure that NASA's responsibilities outlined in Articles 5, 5.1, and 12.2 are fulfilled.

Article 12.2 NASA Responsibility in Support of the C³RS/IMOU

NASA's responsibility in support of the C³RS/IMOU is to manage the C³RS and protect the confidentiality of the data. FRA will work with NASA to ensure its responsibilities outlined in this article and Articles 5 and 5.1 are fulfilled. NASA's responsibility to protect the confidential information as outlined in this C³RS/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 C³RS/IMOU is contingent upon the finalization and execution of the IA between FRA and NASA.

Article 12.3 SMW Responsibilities in Support of the C³RS/IMOU

SMW shall not have any access to nor seek any NASA data that might reveal the identity of

employee(s) or individuals mentioned in a close call report. By participating in the Program, SMW will:

- Commit to the support and use of the C³RS at all levels of the organization;
- Consult on the high-level implementation plan with all SMW's Senior Managers;
- Ensure SMW senior management and supervisors cannot preempt the SLSI PRT's decision-making discretion for an event reported;
- Use the information collected from the Program for the purpose of improving safety. SMW agrees not to use the information reported for the purpose of disciplining, decertifying, or disqualifying employee(s) except for those circumstances covered in Articles 6.1 and 6.2;
- Use the SLSI PRT recommended corrective actions to evaluate and implement corrective actions in a timely manner as recommended by a consensus of the SLSI PRT; and
- Develop a communications plan for sharing findings with its employee(s) in order to help achieve success in this Program.

Article 12.4 Reserved

Article 12.5 Peer Review Team's Responsibilities in Support of the C³RS/IMOU

SLSI will act as the PRT. The SLSI PRT's primary responsibility will be to accept for review de-identified close call reports from NASA, and to identify and analyze multiple reports in order to:

- Identify and analyze emerging patterns or trends in close calls, relate those to corrective actions taken by SMW, and advise and assist with the implementation of corrective actions;
- Create, review, and discuss a summary report comprised of the individual close call reports, emerging trends, identified root causes, and suggested corrective actions; and
- Assess the association between emerging patterns or trends in close calls and relate those to corrective actions taken by SMW.

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

- The SLSI PRT will develop a handbook for SLSI PRT governance and succession planning. The SLSI PRT can change the handbook as conditions warrant;
- The SLSI PRT will meet on a required basis, after agreeing to a schedule that considers the availability of SLSI PRT members. The SLSI PRT may adjust the meeting frequency as needed;
- The SLSI PRT conducts business only when a quorum is present. A quorum is defined within the SLSI PRT handbook;
- The members of the SLSI PRT are encouraged to consult with 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;
- The SLSI PRT will conduct its own event analysis driven by the NASA report;
- Each SLSI PRT member is empowered to offer possible sources of risk, error recovery mechanisms, and corrective actions. Diverse perspectives are expected and encouraged. The SLSI PRT’s opinions reflect a collaborative decision-making process among all SLSI PRT representatives;
- The SLSI PRT makes its decisions using consensus when assigning root causes and proposing corrective actions. 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;
- If there is a dispute concerning the application of this C³RS/IMOU, the Parties to this C³RS/IMOU are encouraged to use interest-based problem solving techniques to resolve the matter internally. The SLSI PRT may contact the FRA C³RS implementation team for assistance if the matter cannot be resolved internally;
- The SLSI PRT will protect the confidentiality of the reporting employee(s), the railroad(s) involved, and any other individual named in the report. The SLSI PRT will not disclose any information that would make it possible to identify the reporting employee(s), the railroad(s) involved, or any other person mentioned in the close call report to any person or entity, unless otherwise required by law;
- SLSI shall act as the owner of all SLSI PRT data, analysis, findings, and recommendations related to this C³RS/IMOU. All Parties also agree to protect the confidentiality of any and all data, analysis, findings and recommendations related to this C³RS/IMOU. The confidentiality of this information will survive in perpetuity; and
- The SLSI PRT will not seek, and NASA will not release to the SLSI PRT, any information that might reveal the identity of persons, railroad(s), organizations, locations or events mentioned in close call reports.

Article 12.6 Reserved

Article 13. Modifications

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

Article 14. Program Duration/Employee(s) Protections

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

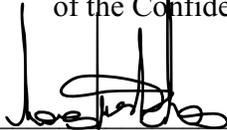
- Parties to this C³RS/IMOU may cancel their respective participation with a 45-day written notice to all Parties;
- The termination or modification of the Program will not adversely affect anyone who acted in compliance with the terms of the Program in effect at the time of that action; i.e., if the 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. Employee(s) reporting close call events under this Program will remain protected from SMW discipline, revocation of certification, or other FRA civil enforcement for reported events;
- Should any party serve the appropriate cancellation notice, all Parties commit to meet within the 45-day period to seek resolution to avoid cancellation; and
- The confidentiality provided under this C³RS/IMOU survives its cancellation.

Article 15. Record Keeping

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

Article 16. C³RS/IMOU Signatures

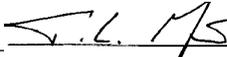
The Parties below approve this Implementing Memorandum of Agreement and the principles of the Confidential Close Call Reporting System.



Marcus Westreicher
Chief Operating Officer - SMW

12-01-2021

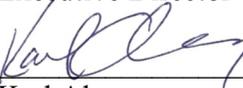
Date



Thomas L. Murta
Executive Director – SLSI

12/1/2021

Date



Karl Alexy
FRA Associate Administrator for Railroad Safety/
Chief Safety Officer

12/3/21

Date