



**CONFIDENTIAL CLOSE CALL REPORTING SYSTEM  
IMPLEMENTING MEMORANDUM OF UNDERSTANDING (C<sup>3</sup>RS/IMOU)  
STRASBURG RAIL ROAD COMPANY**

DECEMBER 12, 2013



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## **Article 1. Parties to C<sup>3</sup>RS/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 per 49 U.S.C. Section 103 and 49 C.F.R. § 1.49.
- B. **Strasburg Rail Road Company (SRC):** a common carrier railroad.
- C. **Strasburg Rail Road Employees:** Paid employees of SRC.

## **Article 2. Purpose**

The Parties are voluntarily entering into this C<sup>3</sup>RS/IMOU with the intent to improve the safety of railroad operations. The Parties have determined that based on over 35 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;
- Event analysis of reported data by Peer Review Teams (PRT), if railroad is large enough and chooses to support its own 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**

All SRC main track and other than main tracks, including shop tracks. All SRC shop facilities and associated SRC property used to support railroad operations and where employees perform duties for the railroad.

### **Article 3.1 Applicability**

The C<sup>3</sup>RS/IMOU will apply to all SRC employees, including employee(s) in training or probationary status, temporary employees, contractors, concessionaires, and vendors. Those listed above must submit an accepted C<sup>3</sup>RS report, subject to conditions specified in Article 7.1 of this C<sup>3</sup>RS/IMOU, to have protection from discipline and/or FRA civil enforcement. Additionally, SRC will be exempt from FRA civil enforcement under the same terms as these individuals for accepted C<sup>3</sup>RS reports.

*Special Note: The Occupational Safety and Health Administration (OSHA) is not a party to this IMOU, therefore SRC and its employees receive no protection from OSHA sanctions.*

## Article 3.2 Other Covered Employees

C<sup>3</sup>RS reports may be accepted from employees of other carriers if their employing carrier has an approved C<sup>3</sup>RS IMOU in effect at that carrier.

## Article 4. Definitions

**“Adverse Consequences”** The negative impacts that may result from a human error or system failure.

**“Close Call”** a reported close call that is an opportunity to improve safety practices in a situation or incident that has a potential for more serious *adverse 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 do not fall into the category of a close call, and will continue to be reported and handled in accordance with the current SRC rules and FRA regulations, or any subsequent revisions to SRC rules and/or FRA regulations.

**“Consensus”** is the voluntary agreement of all representatives.

**“Corrective Actions”** action taken by SRC in response to the PRT's recommendations concerning emerging trends and reported safety events

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

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

**“Need to Know”** 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.

**“Real-Time Observation”** observations or testing conducted by management or a FRA-certified inspector.

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

## Article 5. Confidentiality

NASA shall act as the owner of the data reported to it by SRC employee(s) under this C<sup>3</sup>RS/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 C<sup>3</sup>RS 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)'s identity, any third party reference, including anyone mentioned in the original C<sup>3</sup>RS 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 carrier 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.

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 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. All internal program staff shall sign confidentiality non-disclosure agreements. Internal program staff includes NASA federal employees and NASA agents. For this program, NASA agents may include NASA contractors assigned to this program. If the railroad chooses to use a PRT, the PRT assigned to this program will have access to de-identified reports and PRT work products.

#### **Article 6. Reporting Procedures**

When an employee of SRC covered by this C<sup>3</sup>RS/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>.

The close call 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 tour of duty. 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.

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

SRC will make forms available at on-and off-duty locations.

### **Article 6.1 Criteria for Close Call Report Acceptance**

Reports will be accepted for any condition or event that is perceived as potentially resulting in adverse consequences. 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 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 PRT the second screening.

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

1. Reports that do not include sufficient information when the reporting employee(s) does not accept a follow-up call when contacted,
2. Reports unrelated to railroad safety,
3. Personal grievances, such as a rejected time slip or perception of unfairness by a supervisor.

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

1. Any type of FRA reportable train accident/incident,
2. Any reported event that caused or is alleged to have caused any injury, illness, or medical treatment of any kind to any person involved in the event,
3. Acts of sabotage and other willful acts or criminal offenses including use of alcohol and prohibited controlled substances,
4. The event resulted in an identifiable release of a hazardous material.

## **Article 6.2 Conditions Under Which a Reporting Employee is not Protected from Railroad Discipline and/or Revocation of Certification/Qualification and Other FRA Enforcement**

SRC employees included in this C3RS/IMOU receive no protection from discipline and 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 SRC 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 FRA reportable train accident/incident,
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 is a real time observation or testing conducted by management or an FRA certified inspector.

FRA will also afford the same protection from enforcement action to SRC, as that afforded to an SRC 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 6.2 and the employee is not afforded protection, SRC will also not receive protection from FRA enforcement action.

*Special Note: The Occupational Safety and Health Administration (OSHA) is not a party to this IMOU, therefore SRC and its employees receive no protection from OSHA sanctions.*

## **Article 6.3 Time Limits to File Report and Receive Protection from SRC Discipline and FRA Enforcement**

To receive protection from SRC discipline and/or FRA enforcement, each employee with knowledge of the incident must submit a written (either paper or electronic) close call report to NASA within three business days (Monday – Friday), of the event. For example, an event that occurs at 3:00 a.m. on a Tuesday must be reported by 11:59 p.m. of that Friday. If the event occurs on Saturday at 3:00 a.m. it must be reported by 11:59 p.m. on Wednesday. Saturday and Sunday or Federally observed holidays are not included in the calculation of business days.



If NASA determines the initial report contains insufficient information to determine acceptance, the report may 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, the close call report is accepted as valid by NASA, a receipt is issued to the reporting employee.

Any record of such receipt will not be available in the NASA close calls reporting system. If an employee facing discipline has lost or misplaced the receipt, 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.

#### **Article 6.4 Special Criteria for Close Call Event Reporting**

This provision does not modify SRC's incident investigation or Alcohol and Drug Testing policy, or supersede any OSHA requirements. This article does not include or cover events that are part of real time observations or operational testing conducted by management or an FRA certified inspector.

Events that are below the FRA reporting threshold that do not involve an injury, but would require managerial notification and/or protection, shall be considered eligible close call events. To facilitate analysis of such events, an employee will provide notification of the event to SRC without undue delay. A C<sup>3</sup>RS report will be completed and submitted to NASA within the time limits set forth in Article 6.3.

SRC agrees it will not initiate any discipline for an event reported and accepted by NASA as a close call.

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

#### **Article 7. Purpose for Protection from SRC Discipline and 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 employee(s) from SRC discipline and/or FRA enforcement potentially arising from events reported under this system. An additional concern is the need to also shield SRC from FRA enforcement potentially arising from events reported under this system.

Confidential close call reporting protects the identity of the person disclosing information. The 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 improvement opportunities.

## **Article 7.1 Conditions under Which a Reporting Employee(s) is Protected from SRC Discipline and FRA Enforcement**

Except as provided below and in Article 6.2, a SRC employee that submits a close call report will be protected from carrier discipline and FRA sanction. If an employee is unaware that a close call event has occurred and was properly reported by any other crew member or work group member, upon notification, the employee may then complete and submit a close call report in accordance with Article 6.3 and receive the same protections as the crewmember who reported the close call. All employees who submit a close call report will be protected from SRC discipline and FRA sanctions provided the reports are submitted in accordance with Article 6, Article 6.3, and appropriate FRA waiver(s) have been granted if applicable.

An employee who has received protection from discipline and/or FRA sanctions by submitting a close call report will not be required to appear as a witness at an investigation of an employee who did not file a close call report.

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

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

1. The employee's action or lack of action was not intended to cause damage and/or injury to SRC'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 SRC discipline requires that the same conditions apply.

Employees who file an accepted close call report are protected from discipline by SRC and from 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.

SRC 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 C<sup>3</sup>RS /IMOU understand that this data is also protected, and must not be used for any purpose other than PRT analysis and development of corrective actions.

## **Article 7.2 Conditions under Which SRC is protected from FRA Enforcement**

FRA will also afford the same protection from enforcement action to SRC, as that afforded to an SRC 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 6.2 and the employee is not afforded protection, SRC will also not receive protection from FRA enforcement action.

### **Article 7.3 Conditions that are required for Real-Time Observations**

When a SRC manager makes a real-time observation under article 6.1 the employee(s) must be informed of the observed/witnessed violation 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(s) and/or the railroad as soon as possible after observing a rules violation. The FRA-certified inspector will document the time, date, location, and a description of the rules violation observed on a FRA Inspection Report (6180.96 report). The FRA-certified 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 observing the rules violation.

### **Article 8. How Employee(s) Notify SRC or FRA of Protection from Discipline or FRA Enforcement**

When SRC initiates an investigation of an unsafe event or condition and an employee(s) indicates that the event or condition has been reported in accordance with the C<sup>3</sup>RS/IMOU, the time limits for pursuing discipline through the SRC, will be put in abeyance if necessary pending a confirmation receipt from NASA.

When a receipt is available for review it will be presented to the railroad manager. If the railroad manager is able to determine that the receipt is applicable to the event, the investigation will be closed.

If the Parties do not agree that the receipt is applicable to the event, the employee(s) 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 railroad manager will be advised and the time limits for initiating disciplinary proceedings may 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(s) will present the receipt to the FRA for assistance in resolving the notice consistent with this IMOU.

## **Article 9. Use of Data**

All participants in this C<sup>3</sup>RS/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;
- SRC;
- Peer Review Team (PRT).

## **Article 12. Stakeholders' Responsibilities in Support of the C<sup>3</sup>RS/IMOU**

The rights, roles, and responsibilities set forth in this C<sup>3</sup>RS/IMOU apply only to participants in the C<sup>3</sup>RS Program pursuant to any IMOUs that are approved by the FRA. If the Program 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.

### **Article 12.1 FRA's Responsibilities in Support of the C<sup>3</sup>RS/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 SRC, the reporting employee(s), and immediate co-workers named in those reports. 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:

- Fund the C<sup>3</sup>RS 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 their participation in the program at any time;
- FRA may assign personnel to assist the PRT to analyze and summarize emerging trends, as well as to recommend corrective actions;

## **Article 12.2 Reserved**

### **Article 12.3 SRC'S Responsibilities in Support of the C<sup>3</sup>RS/IMOU**

SRC 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 C<sup>3</sup>RS Program, SRC will:

- Commit to the support and use of the close call reporting system at all levels of the organization,
- Consult on the high-level implementation plan with all SRC's Senior Managers,
- Ensure senior management and supervisors cannot preempt their respective representative's decision-making discretion for an event reported,
- Use the information collected from the close call Program for the purpose of improving safety. SRC agrees not to use the information reported for the purpose of disciplining or disqualification of employee(s) except for those circumstances covered in Article 6.1,
- Use the reports to take corrective action in a timely manner as recommended by a consensus of the PRT,
- 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 C<sup>3</sup>RS/IMOU**

The PRT is a multi-stakeholder problem solving team that consists of subject matter experts from the crafts, managers, and FRA. A representative from NASA may also participate on the PRT.

The PRT will develop a handbook for PRT governance and succession planning. The PRT can change the handbook as conditions warrant.

The PRT may draw subject matter experts from each craft to assist in problem solving. Continuity of the PRT membership is essential for success.

SRC will determine the resources available for the PRT size and meeting time. Meeting frequency will be adjusted by the PRT as needed. Its primary responsibilities include:

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 on close calls, emerging trends, and newly identified risks,
- Send proposed corrective action recommendations and/or presentations to management,
- Follow-up on the effectiveness of implemented corrective actions.

Identify and analyze multiple reports:

- Identify and analyze emerging patterns or trends in close calls, relate those to corrective actions taken by SRC, and advise and assist with the implementation of corrective actions,
- 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 SRC,

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

- The PRT conducts business only when a quorum is present. A quorum is defined within the PRT handbook,
- The primary stakeholders on the PRT are encouraged to consult with their peers 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,
- The PRT will conduct its own event analysis driven by the NASA report,
- 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,
- The 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 IMOU, the Parties signatory to this C<sup>3</sup>RS/IMOU are encouraged to use interest based problem solving techniques to resolve the matter internally. PRT's may contact the FRA C<sup>3</sup>RS implementation team for assistance if the matter cannot be resolved internally,
- The PRT will protect the confidentiality of the reporting employee(s). The PRT will not disclose any information that would make it possible to identify the reporting employee(s) 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.

#### **Article 12.6 Reserved**

#### **Article 12.7 Reserved**

#### **Article 13. Modifications**

Modifications to this C<sup>3</sup>RS/IMOU may be proposed at any time during the period of performance by either party to the C<sup>3</sup>RS/IMOU, and shall become effective upon written approval by all parties.

#### **Article 14. Program Duration/Employee(s) Protections**

This C<sup>3</sup>RS/IMOU will be in effect until cancelled as outlined below. Cancellation of participation is subject to the following restrictions:


- Parties to this C<sup>3</sup>RS/IMOU may cancel their respective participation with a 45 day written notice,
- 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 C<sup>3</sup>RS/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 under this program will remain protected from SRC discipline and/or FRA enforcement for reported events,
- Should either party serve the appropriate cancellation notice, both parties commit to meet within the 45-day period to seek resolution,
- The confidentiality provided by this agreement survives its cancellation.

#### **Article 15. Record Keeping**

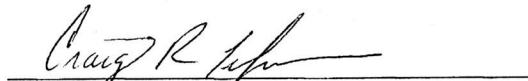
To ensure compliance, all records and documents relating to this program, including any documentation from the PRT, shall be kept in a manner prescribed by SRC.

**Article 16. C<sup>3</sup>RS/IMOU Signatures**

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

  
\_\_\_\_\_  
Linn W. Moedinger  
President and Chief Mechanical Officer

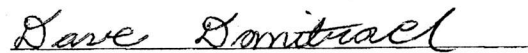
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Date

  
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Craig R. Lefever  
Vice President and General Manager

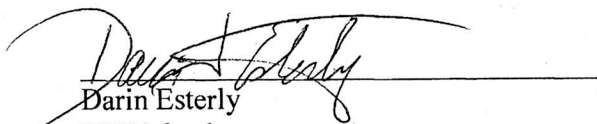
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Erich Armpriester  
PRT Member


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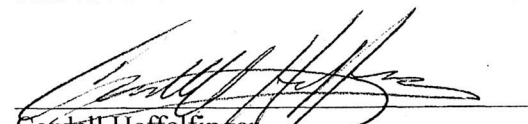
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Darin Esterly  
PRT Member

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Bill Fowler  
PRT Member

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Cordell Heffelfinger  
PRT Member

12/12/2013  
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\_\_\_\_\_  
Ted Krumreich  
PRT Member

12/12/13  
Date



James F. Rice  
Jim Rice  
PRT Member

12/12/13  
Date

Steve Spangler  
Steve Spangler  
PRT Member

12/12/13  
Date

Robert C. Lauby  
Robert C. Lauby  
Associate Administrator for Railroad Safety/  
Chief Safety Officer

12-19-2013  
Date