



**CONFIDENTIAL CLOSE CALL REPORTING SYSTEM
IMPLEMENTING MEMORANDUM OF UNDERSTANDING
NORTH COUNTY TRANSIT DISTRICT
COASTER**

AUGUST 9, 2024

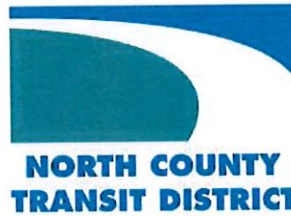


Table of Contents

Article 1. Parties to Confidential Close Call Reporting System Implementing Memorandum of Understanding (C³RS/IMOU) (Parties)	3
Article 2. Purpose	3
Article 3. Boundaries of the Program	4
Article 3.1 Applicability	4
Article 3.2 Other Covered Employees – Tenant Host Operations	4
Article 4. Definitions	4
Article 5. Confidentiality	6
Article 5.1 Access to Confidential Information	7
Article 6. Reporting Procedures	7
Article 6.1 Criteria for Close Call Report Acceptance	8
Article 6.2 Conditions Under Which a Reporting Employee is Not Protected from Railroad Discipline, Railroad Revocation of Certification, or FRA Civil Enforcement	9
Article 6.3 Time Limits to File Report and Receive Protection from NCTD Discipline, Railroad Revocation of Certification, or FRA Civil Enforcement	9
Article 6.4 Special Criteria for Known Event Reporting	9
Article 7. Purpose for Protection from Railroad Discipline, Revocation of Certification, or FRA Civil Enforcement	10
Article 7.1 Conditions Under Which a Reporting Employee is Protected from Railroad Discipline, Revocation of Certification, or FRA Civil Enforcement	10
Article 7.2 Conditions under Which NCTD is Protected from FRA Civil Enforcement	11
Article 7.3 Conditions That are Required for Real-Time Observations	11
Article 8. How An Employee Notifies NCTD or FRA of Protection from Railroad Discipline, Revocation of Certification, or FRA Civil Enforcement	11
Article 9. Use of C³RS Information	12

Article 10. Reserved..... 12

Article 11. Stakeholders 12

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

Article 12.1 FRA’s Responsibilities in Support of the C³RS/IMOU 12

Article 12.2 NASA’s Responsibilities in Support of the C³RS/IMOU 13

Article 12.3 NCTD’s Responsibilities in Support of the C³RS/IMOU 13

Article 12.4 Collective Bargaining Unit(s) Responsibilities in Support of the C³RS/IMOU.. 14

Article 12.5 Peer Review Team’s Responsibilities in Support of the C³RS/IMOU 14

Article 12.6 PRT Support Team Roles and Responsibilities 15

Article 12.7 Reserved 16

Article 13. Modifications..... 16

Article 14. Program Duration/Employee Protections 16

Article 15. Record Keeping..... 16

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 (U.S.C.) Section 103 and 49 Code of Federal Regulations (CFR) § 1.89.
- B. **North County Transit District (NCTD):** a railroad carrier.
- C. **Brotherhood of Locomotive Engineers and Trainmen (BLET):** the duly recognized collective bargaining representative of the crafts of NCTD locomotive engineers and trainmen.
- D. **The International Association of Sheet Metal, Air, Rail and Transportation Workers - Mechanical and Engineering Department (SMART-MD):** the duly recognized collective bargaining representative of the crafts of NCTD train dispatchers and facility employees.

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 information on currently unreported or underreported unsafe events;
- Event analysis of reported information by Peer Review Teams (PRT);
- Identification of corrective actions by the Parties to remedy identified railroad safety hazards;
- Provision of assistance by FRA in its safety oversight role; and
- Publication of general trends and statistics by government agencies.

This IMOU also does not establish C³RS as a whistleblower program and reporting a close call does not establish any legal rights pursuant to 49 U.S.C. 20109. Rather, reporting of Close Call Events is intended to be an additional tool for improving railroad safety under FRA safety oversight.

Article 3. Boundaries of the Program

The boundaries of the C³RS Program are anywhere NCTD employees represented by the collective bargaining organizations identified in Article 1 perform activities in support of NCTD railroad Coaster operations, including deadheading as defined in 49 CFR § 228.5.

Article 3.1 Applicability

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

Article 3.2 Other Covered Employees – Tenant Host Operations

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

When NCTD is operating as a tenant railroad on a host railroad that does not have an approved IMOU in effect, this IMOU will not affect any provision of a tenant/host agreement between NCTD and the host railroad. Additionally, this IMOU will only protect NCTD employees from any applicable NCTD 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 railroad operations.

Article 4. Definitions

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

C³RS Internal Program Staff means National Aeronautics and Space Administration (NASA) federal employees and NASA agents. For this C³RS Program, NASA agents may include NASA contractors.

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.

Close Call Report or Reported Close Call is an event or sequence of events that has a potential for more serious Adverse Consequences to railroad safety and provides an opportunity to improve safety in support of NCTD railroad operations. In order for a

Reported Close Call to qualify for this C³RS/IMOU's discipline, certification revocation, and enforcement protections, it must be reported in accordance with all applicable provisions of this C³RS/IMOU, including (but not limited to) Articles 6.1, 6.2, and 7.3.

Consensus is the voluntary agreement of all representatives.

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

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

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 includes video and voice recordings.

FRA Reporting Threshold is the current monetary rail equipment accident/incident reporting threshold defined in 49 CFR § 225.19(c) and published annually by FRA.

FRA Safety Inspector means an FRA safety inspector, a State inspector participating in railroad safety investigative and surveillance activities under 49 CFR 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.

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 access to "need to know" information will be granted in the sole discretion of the NASA Program manager.

Peer Review Team or **PRT** is a problem-solving team consisting of representatives for the primary stakeholders to this C³RS/IMOU, including FRA, NCTD, and the signatory collective bargaining units. Each primary stakeholder that is a collective bargaining unit will have at least one primary PRT representative who attends PRT meetings and one secondary PRT representative who serves as a back-up to the primary PRT representative. The PRT may add other subject matter experts, on an ad hoc basis, when the supplemental expertise would assist the PRT in developing recommendations. The PRT may also include a NASA representative.

PRT Support Team is a team of NCTD appointed representatives that helps the PRT review and implement corrective actions based upon the analysis of close call reports. Collective bargaining unit or FRA representatives may participate in the PRT Support Team when requested by NCTD.

Railroad Operations means the movement of equipment over rails and activities that support such movement.

Real-Time Observation means a direct visual observance by an FRA Safety Inspector or NCTD supervisor/manager of a violation of FRA regulations or NCTD's operating procedures or practices, including visual observances that occur during operational testing performed by NCTD supervisors or management.

Article 5. Confidentiality

All Parties agree to protect the confidentiality of any and all information (including, but not limited to, data, analyses, findings, and recommendations) related to this C³RS/IMOU. The obligation to maintain the confidentiality of this information survives the cancellation and/or end of this C³RS/IMOU.

NASA shall act as the owner of the information NCTD employees report under this C³RS/IMOU and shall protect the confidentiality of this information through its own governance.

After NASA has compiled into a unified document all relevant information about a reported close call event, including the C³RS report and all other information collected by NASA through follow-up calls, NASA will develop a document from which all individually-identifying information has been removed for further analysis by the PRT. NASA will de-identify this record so that the identity of the reporting employee and any other involved employee, person, or third-party 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 involved in the close call report;
5. The name of any non-railroad person or third-party entity (such as a passenger or a contractor to the railroad) mentioned in the report; and
6. 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.

If NASA is unable to protect the confidentiality of the reporter or any other railroad employee, person, or third-party mentioned in the report, the report will not be forwarded to the PRT. Similarly, if NASA is unable to protect the confidentiality of the railroad or

another person or third-party entity involved in the report, NASA will not upload the report to the searchable C³RS database.

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

Article 5.1 Access to Confidential Information

In the interest of providing the best measures for maintaining the confidentiality of the information contained in a close call report, NASA will grant C³RS Internal Program Staff access to confidential information for internal use only 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. For this Program, NASA agents may include NASA contractors assigned to this Program. 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 NCTD 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 close call event experienced during a tour of duty. The employee will complete the report form, either paper or electronic, and submit it to NASA in accordance with the instructions on the form. NCTD will make paper 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 PRT for evaluation.

The reporting of close call events is neither intended to circumvent nor meant to be a substitute for any existing NCTD 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 to obtain more information about the event. If in doubt, NASA will err on the side of accepting the report. NASA will conduct the first screening and the PRT the second screening.

NASA will reject the following types of reports during the initial screening process:

1. Any train accident/incident above the FRA 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 or other criminal offenses;
5. Willful violations of Federal safety laws or NCTD operating and/or safety rules, including alcohol use, substance abuse, or inappropriate use of controlled substances;
6. An event resulting in an identifiable release of a hazardous material;
7. Reports that exclusively involve personal grievances, such as a rejected time slip or perceived unfairness by a supervisor. Employees are reminded that C³RS is not a whistleblower protection program.

During the initial screening process, NASA may reject reports that do not include sufficient information when the reporting employee does not accept a follow-up call from NASA.

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

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

1. The report is rejected under Article 6.1;
2. Information is discovered after NASA accepts the report indicating the report should have been rejected under Article 6.1;
3. The event is a Real-Time Observation not eligible for protection as described in Article 7.3; or
4. The employee's action or lack of action was intended to damage NCTD or another entity's operations or equipment or to injure other individuals, or intentionally placed others in danger (for example, sabotage).

The PRT shall determine whether any of these conditions exist in relation to a particular reported close call. The PRT may, as necessary, consult the PRT Support Team in making this determination.

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

To receive protection from NCTD discipline, revocation of certification, and/or 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 event.

Article 6.4 Special Criteria for Known Event Reporting

This article does not modify NCTD incident investigation or Alcohol and Drug Testing policy or supersede any non-FRA Federal or State regulatory requirements (e.g., California Public Utility Commission (CPUC) 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 an NCTD supervisor or manager or FRA Safety Inspector, including operational testing conducted by an NCTD supervisor or management.

Events below the FRA Reporting Threshold that do not involve a fatality, injury, illness, or medical treatment, but would require managerial notification and/or protection under NCTD policy or operating rules, shall be considered eligible close call events if they are reported in accordance with the applicable provisions of this C³RS/IMOU. To facilitate analysis of such events, an employee will provide notification of the event to an NCTD management/supervisor (yardmaster) without undue delay. A C³RS report will be completed and submitted to NASA within the time limits set forth in Article 6.3.

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

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

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

The main purpose of this Program is for the Parties to learn more about the railroad safety risks they face. An important element of the Program is the shielding of reporting employee from NCTD discipline, revocation of certification, or FRA civil enforcement potentially arising from events reported under this system. This C³RS/IMOU also shields NCTD from FRA civil 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 voluntary 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 is Protected from Railroad Discipline, Revocation of Certification, or FRA Civil Enforcement

Except as provided for in Article 6.2, each NCTD employee covered by this C³RS/IMOU who submits an accepted close call report in accordance with the applicable provisions of this C³RS/IMOU will be protected from railroad discipline, revocation of certification, or FRA civil enforcement.

If FRA has granted the requisite waiver of compliance from 49 CFR Parts 240 (Qualification and Certification of Locomotive Engineers) and 242 (Qualification and Certification of Conductors), FRA will not require NCTD to revoke the certification of a reporting employee 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 NCTD operations, equipment, property, or personnel; to any other entities property, equipment, or personnel; or to a person; and
2. The employee reports the close call event in accordance with the applicable provisions of this C³RS/IMOU and the event is not excluded from protection pursuant to Article 6.2.

The protections of this article apply to the retrospective discovery of close call events, including the retrospective (as opposed to real-time) use or review of event recorder data.

No portion of any C³RS report, including a PRT investigation or interview(s) concerning a reported event, shall be used to initiate or support railroad discipline, railroad certification revocation, or FRA enforcement action against either the reporting employee or any other NCTD employee mentioned in the report. Additionally, an employee who files a Close Call Report shall not appear as a witness in an investigation of an employee who did not file a Close Call Report. This policy applies regardless of whether NASA accepts the report and whether the PRT determines the report is eligible for the discipline protections of this C³RS/IMOU.

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

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

For a reported close call event, FRA will afford the same protection from civil enforcement action to NCTD, as that afforded to an NCTD 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, NCTD 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 an NCTD manager or supervisor, the observed employee must be informed of the observation as soon as possible, but not to exceed two hours from the time of the observation of event.

An event may also be considered a real-time observation upon notification by an observing FRA Safety Inspector to the observed employee or the railroad as soon as possible after observing the violation of FRA regulations or NCTD's operating procedures or practices. 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 NCTD or FRA of Protection from Railroad Discipline, Revocation of Certification, or FRA Civil Enforcement

When NCTD initiates an investigation of an unsafe event or condition and an employee indicates that the event or condition has been reported under the C³RS/IMOU, the time limits for pursuing discipline or revocation of certification will be put in abeyance if necessary, pending delivery of an ID Strip from NASA.

When an ID Strip is available for review, the employee must present it to the charging railroad manager. If the NCTD manager can determine the ID Strip applies to the event, the investigation will be closed. If the employee and NCTD manager do not agree that the ID

Strip is applicable to the event, the employee will present a copy of the ID Strip to the PRT, which will then determine whether the event qualifies for this C³RS/IMOU's protections against discipline, certification revocation, or civil enforcement.

If the PRT determines the event qualifies for protection under this C³RS/IMOU, charges and/or assessed discipline, including any revocation of certification, will be dismissed and all lost time will be paid. If the PRT determines the event does not qualify for protection (as described in Article 6.2), the PRT will advise the NCTD manager and the time limits for initiating disciplinary or revocation proceedings may commence. In such cases, no Party may use or reference the close call report in the subsequent disciplinary or revocation proceedings.

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, PRT, or a member of the FRA C³RS Implementation Team for assistance in resolving the notice consistent with this C³RS/IMOU.

Article 9. Use of C³RS Information

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 risks and allocating resources to address those risks, and learning why the 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;
- NCTD;
- BLET;
- SMART-MD
- PRT; and
- 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 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 NASA's work. Experience gained from other modes has indicated that the willingness of employees to submit a close call report depends

to a large degree on preserving the confidentiality of NCTD, the reporting employee, and any other railroad employee, person, or third-party named in those reports. FRA will not seek, and NASA will not release to FRA, any information that might reveal the identity of such employees, persons, organizations, locations or events mentioned in close call reports.

Specific FRA responsibilities include the following activities:

- Assign FRA personnel as necessary to assist the PRT to analyze and summarize emerging trends and recommend corrective actions.
- Work with NASA to ensure that NASA fulfills its responsibilities as outlined in this C³RS/IMOU.

Article 12.2 NASA's Responsibilities 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 information. FRA will work with NASA to ensure its responsibilities outlined in this C³RS/IMOU 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 NCTD's Responsibilities in Support of the C³RS/IMOU

NCTD shall not have any access to nor seek any NASA information that might reveal the identity of a reporting employee or any other NCTD employee, person, or third-party mentioned in a close call report. By participating in the Program, NCTD will:

- Ensure that any requisite waiver petition(s) are filed with FRA.
- Commit to support the use of C³RS by employees covered by this C³RS/IMOU at all levels of railroad management;
- Consult on the high-level implementation plan with all NCTD's Senior Managers;
- Ensure NCTD senior management and supervisors cannot preempt an NCTD PRT representative's decision-making discretion for an event reported;
- Use the information collected from the Program for the purpose of improving railroad safety. NCTD agrees not to use the information reported for the purpose of disciplining, decertifying, or disqualifying a reporting employee except for those circumstances covered in Article 6.1 and 6.2;

- Use the PRT recommended corrective actions to evaluate and implement corrective actions in a timely manner as recommended by a consensus of the PRT and the PRT Support Team;
- Develop a communications plan for sharing findings with its employees in order to help achieve success in this Program;
- Fund a collective bargaining unit representative's participation on the PRT at the rate of 8 hours pay plus arbitraries. When needed, NCTD will pay for and reimburse travel expenses outside of NCTD's service area; and
- Support travel for PRT members to attend the Annual User Group meeting at the discretion of NCTD.

Article 12.4 Collective Bargaining Unit(s) Responsibilities in Support of the C³RS/IMOU

By participating in the Program, the collective bargaining unit(s) signatory to this C³RS/IMOU shall have the following responsibilities:

- Commit to and promote use of the Program at all levels of the organization;
- Appoint representatives to participate on the PRT; and
- Participate on the PRT to analyze and summarize emerging trends and recommend corrective actions.

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

The 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 NCTD, 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 NCTD.

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

- PRT representatives will represent their constituencies' perspectives when reviewing or forming a comprehensive view of close call events.

- The PRT will develop a handbook for PRT governance and succession planning. The PRT can change the handbook as conditions warrant.
- The PRT will meet on a required basis, after agreeing to a schedule that considers the availability of PRT members. The PRT may adjust the meeting frequency as needed.
- The PRT conducts business only when a quorum is present. A quorum is defined within the PRT handbook.
- The members of 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 based on the NASA report.
- Each PRT 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 C³RS/IMOU, the Parties to this C³RS/IMOU are encouraged to use interest-based problem-solving techniques to resolve the matter internally. The PRT may contact the FRA C³RS implementation team for assistance if the matter cannot be resolved internally.
- 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 employee or any other employee mentioned in the close call report to any person or entity.

Article 12.6 PRT Support Team Roles and Responsibilities

The PRT Support Team's responsibilities include:

- Evaluate and implement corrective actions the PRT recommends in a timely manner;
- Provide technical support to the PRT, including during implementation of PRT-recommended corrective actions;

- Review PRT decisions and provide feedback to the PRT, parties, and other stakeholders;
- Report corrective actions NCTD implements to the PRT or report why no action was taken;
- Distribute information regarding the corrective actions to employees to which this C³RS/IMOU applies; and
- Report on the measured effectiveness of corrective actions to the PRT.

Article 12.7 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 Protections

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

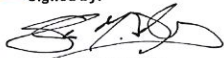



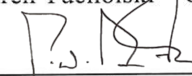
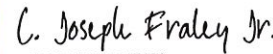
- Parties to this C³RS/IMOU may cancel their respective participation with 45 days' written notice to all Parties;
- The termination or modification of the Program will not adversely affect anyone who acted in compliance with the terms of the Program in effect at the time of that action; i.e., if the 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. Employees reporting close call events under this Program will remain protected from NCTD discipline, revocation of certification, or 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 PRT, shall be kept in a manner prescribed by NCTD.

Article 16. C³RS/IMOU Signatures

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

<p>Signed by:  _____ Shawn Donnelly, Chief Executive Officer</p>	<p>8/9/2024 _____ Date</p>
<p>Signed by:  _____ April Maguigad, Director of Safety</p>	<p>8/9/2024 _____ Date</p>
<p>DocuSigned by:  _____ Thomas Tulley, Chief of Operations Officer – Rail</p>	<p>8/9/2024 _____ Date</p>
<p>Signed by:  _____ Karen Tucholski, Chief of Command Center and Security Officer</p>	<p>8/9/2024 _____ Date</p>
<p> _____ Pat Darcy – General Chairperson, BLET</p>	<p>8/20/24 _____ Date</p>
<p>Signed by:  _____ C. Joseph Fraley Jr., International Representative, SMART MD</p>	<p>8/9/2024 _____ Date</p>
<p>_____ Karl Alexy – Federal Railroad Administration Associate Administrator for Railroad Safety/Chief Safety Officer</p>	<p>_____ Date</p>