CONFIDENTIAL CLOSE CALL REPORTING SYSTEM IMPLEMENTING MEMORANDUM OF UNDERSTANDING (C^3RS/IMOU) METRA

APRIL 16, 2015

Table of Contents

Article 1. Parties to C^3RS/IMOU (Parties) 3

Article 2. Purpose 3

Article 3. Boundaries 4

Article 3.1 Applicability 4

Article 3.2 Other Covered Employees Tenant/Host Operations 4

Article 4. Definitions 4

Article 5. Confidentiality 5

Article 5.1 Access to Confidential Data 6

Article 6. Reporting Procedures 6

Article 6.1 Criteria for Close Call Report Acceptance 7

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 7

Article 6.3 Time Limits to File Report and Receive Protection from Metra Discipline and FRA Enforcement 8

Article 6.4 Special Criteria for Known Event Reporting 9

Article 7. Purpose for Protection from Metra Discipline and FRA Enforcement 9

Article 7.1 Conditions under Which a Reporting Employee(s) is Protected from Metra Discipline and FRA Enforcement 9

Article 7.2 Conditions under Which Metra is protected from FRA Enforcement 10

Article 7.3 Conditions that are required for Real-Time Observations 10

Article 8. How Employee(s) Notify Metra or FRA of Protection from Discipline or FRA Enforcement 11

Article 9. Use of Data 11

Article 10. Reserved 11

Article 11. Stakeholders 12

Article 12. Stakeholders' Responsibilities in Support of the C^3RS/IMOU 12

Article 12.1 FRA's Responsibilities in Support of the C^3RS/IMOU 12

Article 12.2 NASA Responsibility in Support of the C^3RS/IMOU 12

Article 12.3 Metra Responsibilities in Support of the C^3RS/IMOU 13

Article 12.4 Labor Union(s) Responsibilities in Support of the C^3RS/IMOU 13

Article 12.5 Peer Review Team's Responsibilities in Support of the C^3RS/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(s) Protections **16**

Article 15. Record Keeping **16**

Article 16. C^3RS/IMOU Signatures **17**

Article 1. Parties to C^3RS/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 United States Code (USC) Section 103 and 49 Code of Federal Regulations (CFR) §1.89.

B. **Metra:** Northeast Illinois Regional Commuter Railroad Corporation (d/b/a Metra), a common carrier railroad

C. **Transportation Division of SMART (Formerly UTU):** the duly recognized collective bargaining representative of the crafts of conductors, assistant conductors, assistant conductor trainees, firemen, and yardmasters, working within the boundaries of the Confidential Close Call Reporting Program

D. **Brotherhood of Locomotive Engineers and Trainmen (BLE-T):** the duly recognized collective bargaining representative of the crafts of locomotive engineers, candidate engineers, and student engineers working within the boundaries of the Confidential Close Call Reporting Program.

E. **American Train Dispatchers Association (ATDA):** the duly recognized collective bargaining representative of the craft of train dispatchers, assistant chief dispatchers, and customer service sign employees working within the boundaries of the Confidential Close Call Reporting Program.

F. **Transportation Communications Union (TCU):** the duly recognized collective bargaining representative of the craft of Metra block operators and train directors working within the boundaries of the Confidential Close Call Reporting Program.

Article 2. Purpose

The Parties are voluntarily entering into this C^3RS/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

The boundaries of the C^3RS program is the territory defined as all properties on which Metra employees perform service.

Article 3.1 Applicability

The C^3RS/IMOU will apply to all Parties employed by Metra as described in Article 1, governed by those signatory to this IMOU, including employees in training or probationary status. Employees must submit an accepted C^3RS report, subject to conditions specified in Article 7.1 of this C^3RS/IMOU, to have protection from discipline from Metra and/or FRA civil enforcement. Additionally, Metra will be exempt from FRA civil enforcement under the same terms as these individuals for accepted C^3RS reports. This C^3RS/IMOU does not alter or modify any Collective Bargaining Agreement.

Article 3.2 Other Covered Employees Tenant/Host Operations

C^3RS reports may be accepted from employees when they are operating within the boundaries of this IMOU, or when operating on another railroad that has an approved C^3RS IMOU in effect. With respect to tenant/host C^3RS operations, the host railroad's IMOU will govern tenant operations.

Article 4. Definitions

"Adverse Consequences" The negative impacts that may result from a human error or systemic 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.* 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. 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 Metra rules and FRA regulations, or any subsequent revisions to Metra rules and/or FRA regulations.

"Consensus" is the voluntary agreement of all representatives.

"Corrective Actions" action taken by Metra in response to the PRT's recommendations concerning emerging trends and reported safety events.

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

"Event Recorder" a device, designed to resist tampering, that monitors and records data on train movements, direction of motion, occupancy, record of protection, time, distance, video, and voice recordings, etc.

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

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

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

"Immediate Co-Worker" a member of the same train crew or work group. The determination, however, is not to be based merely on proximity, but on functionality as well. For example:

- An engineer, a passenger conductor, assistant conductors, and collectors working the same train would be immediate co-workers.
- A train crew conducting switching operations but separated from each other by distance, cars, etc., so that they are only in radio contact (i.e., not visual contact) are members of the same train crew.
- Yardmasters or employees from other crafts are immediate co-workers when they are directly or indirectly involved in an accepted reported event.

"Need to Know" government employees and contractors may have access to information only if it is necessary for close call program management and programmatic evaluation and analysis. This "need to know" will be administered by the National Aeronautical Space Administration (NASA) and permission granted by the NASA Program manager.

"Real-Time Observation" Metra employee observations and/or testing conducted by Metra supervisors, 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 by Metra employee(s) under this C^3RS/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^3RS 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^3RS 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 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, the report will not be forwarded to the PRT.

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. 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 Metra covered by this C^3RS/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 Metra safety programs or reporting procedures. Rather, it is intended to be an additional tool for improving safety. Metra will make forms available at work 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 shall 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 (including passengers) involved in the event,

3. Acts of sabotage and other willful acts or criminal offenses including use of alcohol and prohibited controlled substances,

4. 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 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.

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

Metra employees included in this C^3RS/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 Metra 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 (including passengers) involved in the event,

7. The event resulted in an identifiable release of a hazardous material,

8. The event is a real time observation by a Metra employee or testing conducted by a Metra supervisor, management or an FRA certified inspector.

FRA will also afford the same protection from enforcement action to Metra, as that afforded to an Metra 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, Metra will also not receive protection from FRA enforcement action.

Article 6.3 Time Limits to File Report and Receive Protection from Metra Discipline and FRA Enforcement

To receive protection from Metra discipline and/or FRA enforcement, an 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 via United States Postal Service.

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 Known Event Reporting

This article does not modify Metra incident investigation or Alcohol and Drug Testing policy, or supersede any OSHA requirements. Employees involved will provide written statements of incident when requested. This article does not include or cover events that are part of real time observations by a Metra employee or operational testing conducted by Metra supervisor, management or an FRA certified inspector.

Events involving damage or derailment below the FRA reporting threshold that do not involve an injury and require managerial notification and/or protection shall be considered close call events. Events such as, but not limited to run through switches, excessive speed that has the potential to disturb the structural integrity of the track/roadbed, rolling stock, and on board electronic monitoring devices activations, are examples of close call events that must be reported to management immediately. Metra agrees it will not initiate any discipline for an event reported and accepted as a close call.

To facilitate analysis of such events, the employee will provide notification of the event to Metra without undue delay and then file a C^3RS report. A C^3RS report will be completed and submitted to NASA within the time limits set forth in Article 6.3.

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

Article 7. Purpose for Protection from Metra 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 Metra discipline and/or FRA enforcement potentially arising from events reported under this system. An additional concern is the need to also shield Metra 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 Metra Discipline and FRA Enforcement

Except as provided for in Article 6.2, Metra employees included in this C^3RS/IMOU who report close calls or who are involved in the reported event in accordance with Article 6 will be protected from discipline and/or decertification by Metra provided an appropriate FRA waiver has been granted.

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

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

Employees who file an accepted close call report are protected from discipline and/or decertification by Metra and from other FRA enforcement arising from the retrospective discovery of events involving violations of operating practices 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 event recorder data.

All employees covered by this C^3RS/IMOU that are involved in a close call event will be afforded the same protection as long as at least one immediate co-worker filed an accepted close call report.

Metra 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 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. Each of the PRT members will be trained on confidentiality and agree not to disclose or discuss close call case details outside PRT meetings.

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.*

Article 7.2 Conditions under Which Metra is protected from FRA Enforcement

FRA will also afford the same protection from enforcement action to Metra, as that afforded to an Metra 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, Metra will also not receive protection from FRA enforcement action.

Article 7.3 Conditions that are required for Real-Time Observations

When a real-time observation is made by a Metra employee, manager or supervisor under Article 6.2 item 8, the employee 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 Metra or FRA of Protection from Discipline or FRA Enforcement

When Metra 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^3RS/IMOU, the time limits for pursuing discipline 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 Metra 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, charges and /or assessed discipline will be dismissed and all lost time will be paid.

If the PRT rejects the receipt, the Metra 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^3RS/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,
- Metra,
- NASA,
- TD-SMART-(formerly UTU),
- BLET,
- ATDA,
- TCU,
- Peer Review Team (PRT),
- Support Team.

Article 12. Stakeholders' Responsibilities in Support of the C^3RS/IMOU

The rights, roles, and responsibilities set forth in this C^3RS/IMOU apply only to participants in the C^3RS 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^3RS/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 Metra, 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^3RS 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 NASA Responsibility in Support of the C^3RS/IMOU

NASA responsibility in support of the IMOU is to manage the close call reporting system and protect the confidentiality of the data. FRA will work with NASA to ensure its responsibilities outlined in Article 5 and 5.1 are fulfilled. NASA's responsibility to protect the confidential information as outlined in this IMOU will be governed by a separate Interagency Agreement (IA) between FRA and NASA providing for the development of a

railroad safety reporting system. The performance of this IMOU is contingent upon the continuation of the IA between FRA and NASA.

Article 12.3 Metra Responsibilities in Support of the C^3RS/IMOU

Metra 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^3RS Program, Metra 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 Metra's Senior Managers,
- Ensure Metra 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. Metra agrees not to use the information reported for the purpose of disciplining, decertifying, or disqualifying employee(s) 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 employee(s) in order to help achieve success in this Program.
- Fund labor representative's participation on the PRT at the rate of one basic day at the current governing rate of the crafts represented per day worked, or shall make whole the labor representative for lost earnings, whichever is greater. When needed, travel expenses outside of Metra's service area will be reimbursed or paid by Metra.
- Travel for PRT members to attend the Annual User Group meeting will be at the discretion of Metra.

Article 12.4 Labor Union(s) Responsibilities in Support of the C^3RS/IMOU

By participating in the C^3RS Program, labor unions signatory to this IMOU shall have the following responsibilities:

- Commit to and promote use of the close call reporting system at all levels of the organization,
- Appoint representatives to participate on the PRT, and

- Participate on the PRT to analyze and summarize emerging trends as well as recommend corrective actions.

Article 12.5 Peer Review Team's Responsibilities in Support of the C^3RS/IMOU

The PRT is a multi-stakeholder problem solving team that consists of individuals from the primary stakeholders (Metra, SMART, BLET, ATDA, TCU & FRA) who represent their constituency's perspectives in forming a comprehensive view of close call events. Each PRT will include a primary and secondary labor representative. At a minimum, each labor union will be represented by one PRT representative to attend PRT meetings. Metra management and FRA will also be represented. The PRT may draw subject matter experts from the crafts, managers, and FRA to assist in problem solving. Continuity of the PRT membership is essential for success. 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 will meet on a required basis, after agreeing to a schedule that considers the availability of PRT members. Meeting frequency will be adjusted by the PRT as needed. Its primary responsibilities include:

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 Metra, 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 Metra.

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,

- In support of Article 3.2, PRT's involved with tenant/host operations agree to meet as often as needed and work collaboratively on cases that require corrective action measures by the host railroad. Both PRT's agree to function in the spirit of open dialogue, freely exchanging close call data in the interest of improving railroad safety on their respective railroads,

- If there is a dispute concerning the application of this IMOU, the Parties signatory to this C^3RS/IMOU are encouraged to use interest based problem solving techniques to resolve the matter internally. PRT's may contact the FRA C^3RS 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 PRT Support Team Roles and Responsibilities

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

Their responsibilities will include:

- Support the PRT during implementation and provide continuing program oversight,

- Evaluate and implement corrective actions recommended by the PRT in a timely manner,

- Review PRT decisions and provide feedback to stakeholders,

- Metra's appointed representative on PRT Support Team will report corrective actions implemented to PRT or report why no action was taken. The Metra's representative will also report on the measured effectiveness of corrective actions to PRT.

Article 12.7 Reserved

Article 13. Modifications

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

Article 14. Program Duration/Employee(s) Protections

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

- Parties to this C^3RS/IMOU may cancel their respective participation with a 45 calendar 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^3RS/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 Metra discipline and/or FRA 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,

- 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 Metra.

Article 16. C³RS/IMOU Signatures

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

Donald Orseno
Executive Director/CEO - Metra

4-16-15
Date

Peter Zwolfer
Deputy Executive Director – Metra

4-16-15
Date

Marty Ryan
Chief Transportation Officer - Metra

4/16/15
Date

Hilary Konczal
Director of Safety - Metra

4/16/15
Date

Ron Wesolowski
General Chairman - ATDA

Date

Anthony Siriano
National Representative - TCU

4/16/15
Date

Pete Semenek
General Chairman CPR-US BLET

4/16/15
Date

Clay Craddock
General Chairman CN/IC- GCA BLET

4/16/15
Date

J. J. Balonek
General Chairman RI-GCA BLET

4/16/15
Date

John England
International Vice President – Transportation Division
SMART

4-16-15
Date

Barry Abbott
General Chairman – Transportation Division
SMART GO 721

4-16-15
Date

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

4-16-15
Date