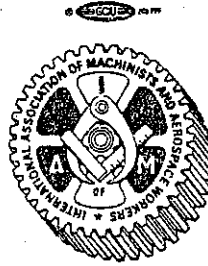


*MIKE KOWALSKY*  
**INTERNATIONAL ASSOCIATION of MACHINISTS**

**and AEROSPACE WORKERS**

**District Lodge No. 19**

ROBERT L. REYNOLDS  
President - Dir. Gen. Chairman  
111 Park Road  
Paducah, KY 42003  
Telephone: (502) 898-4198  
(502) 898-4199  
Fax: (502) 898-8414



REPLY TO: NORBERT M. MUELL  
Asst. President - Dir. Gen. Chairman  
101 E. St. Charles Road  
Suite 202  
Villa Park, IL 60181-2415  
Telephone: (708) 832-0977  
Fax: (708) 832-0987

*630*  
*E. MAIL:*

April 19, 1994

File: IAM Sec. 6 Notice  
11/19/92

**1994-1997**

TO N.I.R.C. (Metra) RECORDING SECRETARIES,  
LOCAL CHAIRMEN & COMMITTEEMEN:

Subject: NIRC (Metra) - IAM&AW Agreement concerning Wages, Rules,  
Health & Welfare - April 14, 1994

Dear Sirs and Brothers:

As a matter of information the tentative IAM&AW-NIRC (Metra) Wages, Rules & Health & Welfare Agreement which was presented to the membership for ratification was accepted by a vote of 38 - 14.

Based upon that vote representatives of the Carrier and District 19 met on Thursday, April 14, 1994 to formally sign the necessary documents. Effective dates were inserted where necessary and relative thereto the Carrier agreed to pay the \$500.00 signing bonus and the 2.5% "Lump Sum Adjustment" based upon the employee's 1992 gross earnings on or before May 12, 1994, payment to be made in one single check.

Accordingly for your respective files please find copy of the April 14, 1994 NIRC-IAM&AW Agreement which the parties have signed. This Agreement should be made a part of your permanent files and made accessible to your membership if requested.

Additional copies of the Agreement will be provided for distribution, however, in order to print the proper amount of copies we would ask that the respective Local Chairman contact this office and provide us with the number of copies they will need for distribution.

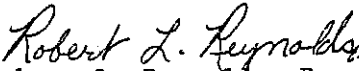
April 19, 1994

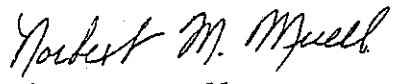
The undersigned wish to take this opportunity to thank each and every one of you for your fine cooperation and assistance in getting the ratification process handled in such an expeditious manner. Your efforts in this regard will help to hasten the date when new hourly rates will be applied, as well as the payment of retroactive wages.

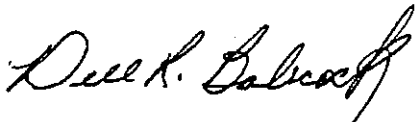
Without question you all have performed a yeoman's job and deserve recognition.

With best wishes, we remain

Fraternally yours,

  
Robert L. Reynolds, President &  
Directing General Chairman  
District 19, IAM&AW

  
Norbert M. Muell  
Asst. President-Dir. General Chairman  
District #19, IAM&AW

  
Dell R. Babcock  
General Chairman  
District #19, IAM&AW

NM:bm  
Encl.

## AGREEMENT

THIS AGREEMENT, made this 14th day of April, 1994, by and between the NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION (NIRC) and its employes represented by the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (IAM), witnesseth:

IT IS HEREBY AGREED:

Section 1. Lump Sum Payment: A lump sum amount of Five Hundred Dollars (\$500.00) will be paid to each employe subject to this Agreement who is in active NIRC employment, who is on scheduled vacation, who is on disciplinary suspension, or who is on authorized leave of absence on December 31, 1992.

There shall be no duplication of the lump sum payment provided herein to employes who coincidentally are subject to any other labor agreement applicable to NIRC. The Five Hundred Dollars (\$500.00) shall be payable on or before May 12, 1994.

Section 2. General Wage Increases: Appendix "G" (Supplement No. 1), in the General Agreement of December 16, 1987, (revised to August 8, 1989) between NIRC and IAM, is further changed to the extent as indicated below:

- (A). Effective January 1, 1994, all basic rates of pay in effect on December 31, 1993, for employes covered by the December 16, 1987 Agreement shall be increased in the amount of two and one-half (2.5) percent.
- (B). Effective July 1, 1995, all basic rates of pay in effect on June 30, 1995, for employes covered by the December 16, 1987 Agreement shall be increased in the amount of three (3) percent.
- (C). Effective July 1, 1996, all basic rates of pay in effect on June 30, 1996, for employes covered by the December 16, 1987 Agreement shall be increased in the amount of three (3) percent.
- (D). Effective July 1, 1997, all basic rates of pay in effect on June 30, 1997, for employes covered by the December 16, 1987 Agreement shall be increased in the amount of four (4) percent.
- (E). Rates of pay resulting from application of paragraphs (A) to (D) inclusive, above, which end in fractions of a cent shall be rounded to the nearest whole cent: fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

Section 3. Lump Sum Adjustment: Subject to the conditions contained in paragraphs (B) and (C) hereof, Lump Sum Adjustments will be made as follows:

- (A). A Lump Sum salary payment shall be made to each qualifying employee in the amount of two and one-half (2.5) percent of prior year (1992) gross earnings.

- (B). To qualify for the Lump Sum salary payment as provided in paragraph A, an employee must be in service on January 1, 1993, or during 1992, have retired pursuant to the provisions of the Railroad Retirement Act or have died.
- (C). There shall be no duplication of the lump sum payment provided herein to employees who coincidentally are subject to any other labor agreement applicable to NIRC.

Section 4. Cost-of-Living-Adjustment: Appendix "G"(Supplement No. 1), Section 3. Cost-of-Living-Adjustment of the December 16, 1987, (revised to August 8, 1989) Agreement is amended by adding new measurement and adjustment dates as follows:

<u>Measurement Periods</u>		<u>Effective Date</u>
<u>Base Month</u>	<u>Measurement Month</u>	<u>of Adjustment</u>
September, 1992	September, 1993	January 1, 1994
September, 1993	September, 1994	January 1, 1995
September, 1994	September, 1995	January 1, 1996
September, 1995	September, 1996	January 1, 1997
September, 1996	September, 1997	January 1, 1998

Section 5. Health and Welfare: During the term of this contract, January 1, 1993 through December 31, 1997, such premiums per qualifying employee necessary to continue in force the nationally negotiated Health and Welfare coverages under GA 23000, GP 12000, GA 46000, Supplemental Sickness R-5000; and Off-Track-Vehicle-Accident Plan shall be remitted in their entirety by NIRC.

Section 6. General Agreement Rule Changes: Effective April 14, 1994, the following rules of the GENERAL AGREEMENT RULES EFFECTIVE DECEMBER 16, 1987, (REVISED TO AUGUST 8, 1989) are changed to the extent indicated.

RULE 56. BEREAVEMENT LEAVE AND INTERPRETATIONS. Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse, spouse's parent, stepchild, stepparent, stepparent-in-law, grandparent or grandchild. In such cases a minimum basic day's pay at the rate of last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provisions for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

#### INTERPRETATIONS

Q-1: How are the three calendar days to be determined?

A-1 An employee will have the following options in deciding when to take bereavement leave:

- a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
- b) three consecutive calendar days, ending the day of the funeral service; or
- c) three consecutive calendar days, ending the day following the funeral service.

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-2 Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

EXAMPLE: Employee has a workweek of Monday to Friday--off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday, and Friday.

Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

A-3 A maximum of two days.

Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

A-4 No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister?

A-5 Yes as to half-brother or half-sister, no as to stepbrother or stepsister. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

Delete Section 5 of the Supplement No. 1 to Appendix G and revise Rule 57. PERSONAL LEAVE to read as follows:

**RULE 57. PERSONAL LEAVE.** (a) Beginning January 1, 1994, ~~employees who have met the qualifying vacation requirements during~~ the preceding calendar year under vacation rules in effect on January 1, 1982 shall be entitled to five (5) personal leave days for use during each calendar year.

(b) Personal leave days provided in paragraph (a) hereof may be taken upon 48 hours advance notice from the employee to the proper Carrier Officer provided, however, such days may be taken only when consistent with the requirements of the Carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.

(c) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.

(d) The Carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the Agreement applicable thereto will apply. The Carrier will have the right to distribute work on a position vacated among other employees covered by the Agreement with the Organization signatory hereto.

(e) The personal leave days provided in paragraph (a) hereof which remain unused at the end of each calendar year will be placed into a supplemental "Sick Leave Reserve Account," as provided for under RULE 57(a). SICK LEAVE.

---

Establish NEW RULE 57(a). SICK LEAVE as follows:

**RULE 57(A). SICK LEAVE.** (a) (i) Beginning January 1, 1994, ~~employees who have completed one or more years of continuous service will~~ be provided supplemental sickness benefits of three (3) sick benefit days each calendar year. Such supplemental sickness benefits will be paid on a daily basis to an eligible employee who is absent from work due to a bona fide case of sickness. This daily benefit amount will be paid at the regular rate of the employee's position, or the protected rate, whichever is higher.

(ii) Where employees are regular assignments on their rest days and/or sickness on such days, the designated ho considered as working days for the purpose absent employee will be allowed supplemental rate for the time lost on such days.

(b) (i) The sick benefit days provided in paragraph (a) hereof which remain unused at the end of each calendar year will be placed into a supplemental "Sick Leave Reserve Account," with such Reserve Account initially established with a one-time bank of five (5) days.

(ii) Additional sick benefit days may be earned and placed into the Sick Leave Reserve Account at the rate of one (1) day per each six (6) months of perfect work attendance, which is defined as having no absences during the period except as otherwise provided under applicable vacation, holiday, or other authorized paid non-sick leave or non-personal leave provisions. In any six month period where the employee utilizes a sick benefit day, a personal leave day, or has any other unpaid or unauthorized absence, no incentive sick benefit day will be earned for that period.

(iii) It is the purpose of this Rule to use the sick benefit days accumulated in the Reserve Account to supplement benefits payable under the sickness benefit provisions of the Railroad Unemployment Insurance Act, as now or hereafter amended, only to the extent provided in this Rule and not to replace or duplicate benefits provided under the Act.

(iv) Upon notice from the U.S. Railroad Retirement Board to the Carrier that an employee has filed an eligible claim for Railroad Unemployment Insurance benefits, the Carrier shall allow the employee to utilize any sick benefit days that have been accumulated in their Sick Leave Reserve for purposes of providing supplemental sickness benefits to supplement benefits payable for days of sickness under the Railroad Unemployment Insurance Act, or for days in the waiting period, or for days after an otherwise eligible employee has exhausted his or her Railroad Unemployment Insurance Act benefits and benefits payable under Group Policy R-5000 (Supplemental Sickness Benefit Plan for Railroad Shop Craft Employees).

NOTE: The Supplemental Sickness benefit may also be used by an employee who does not have qualifying compensation under RUIA to be eligible for RUIA benefit.

(v) The supplemental benefit payment for any calendar day under this plan shall not exceed the straight-time daily rate of the employee's position or the protected rate, whichever is higher, and is to be reduced by the amount of RUIA benefits and by R-5000 benefits, if any, payable for the same day.

(c) It will be optional with the Company to fill, partially fill, or not fill the position of an employee who is absent on account of his personal sickness and is receiving an allowance under this Rule. If the Company elects to fill the position, appropriate Rules of the Agreement will be followed.

(d) The sick benefit days as provided under this rule will be used only for bona fide personal illness or injury and for no other purpose. Abuse or misuse of the benefits provided herein will be subject to investigation.

(e) No supplemental benefit will be paid under this Rule for any day on which the employee is entitled to compensation under any other rule or agreement.

---

Establish NEW RULE 67. EMPLOYEE INFORMATION as follows:

NEW RULE. RULE 67. EMPLOYEE INFORMATION.

The Corporation will provide the General Chairman with a list of the employees who are hired or terminated, together with their home addresses and, if available, Social Security numbers, otherwise the employees' identification numbers. The data will be furnished within thirty (30) days of the end of the month in which the employee is hired or terminated. Information will be provided relative to ongoing Status Change, for each employee as it occurs.

---

Renumber Rule 67. (DATE EFFECTIVE AND CHANGES) to Rule 68.

---

Amend RULE 29 - DISCIPLINE to the extent indicated below:

"(b) Notice of such hearing, stating the precise charge or charges, will be given to the employee in writing within ten (10) days from the time the company has knowledge of the offense(s) under investigation. A copy of such notice will be furnished to the duly authorized representative.

Any portion of the employee's past work record to be cited at the hearing shall be given to the employee with the notice of hearing.

"(c) The hearing shall be held within ten (10) days from the date of the notice apprising the employee of the precise charges against him unless it has been postponed by request of either the employee, the duly authorized representative, or the company.

If the hearing is not held within the specified time, no action will be taken by the company on the charge(s) and no notation shall be entered on the employee's record."

---

RULE 12. BULLETINING POSITIONS. Amend second paragraph of Rule 12 (a) to read:

"The successful senior applicant will be transferred to the new position within fifteen (15) calendar days of the close of the bulletin. Successful applicants who are not transferred within such fifteen calendar day period, will for each

work day thereafter held on his former assignment be paid per day the following allowance until transfer is completed in addition to the higher of the two rates until actually transferred:

16th through 30th calendar day - \$ 4.00 per work day  
31st through 45th calendar day - \$ 8.00 per work day  
46th through 60th calendar day - \$12.00 per work day  
61st day and beyond - \$16.00 per work day"

RULE 12. BULLETINING POSITIONS. Amend second paragraph of Rule 12 (g) to read:

"In the event such employee is not disqualified within thirty (30) working days because of incompetency, he shall be considered qualified for such position."

---

Amend RULE 45. JURY DUTY, paragraphs (5) and (6) to read as follows:

"(5) An employee will not be required to work on his assignment on days on which jury duty ends within four hours of the start of his assignment.

(6) When an employee reports for jury service on a scheduled work day, he/she will be excused from working his/her regular shift without loss of regular compensation as outlined in the first paragraph of this rule, regardless of when released from jury service."

---

Amend RULE 66. DIFFERENTIALS FOR MACHINISTS to read:

"Machinists required to swear to Federal Reports covering such inspection in connection with other work will be allowed twenty-four cents (24¢) per hour above the machinists' minimum rate for the days on which such inspections are made."

---

Section 7. Effect of this Agreement: (A) The purpose and the effect of this Agreement shall be to fix the general level of compensation, work rules and working conditions, and benefits during the period of this agreement and is in settlement, in its entirety, of the Section 6 Notice served by IAM on November 19, 1992 consisting of Attachments "A" through "D".


(B) This Agreement shall remain in effect through December 31, 1997 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(C) Parties to this Agreement shall not serve nor progress prior to April 1, 1997 (not to become effective until January 1, 1998) any notice or proposal to amend or change any provision or appendix of the December 16, 1987, General Agreement (Revised to August 8, 1989) not amended or changed by this Agreement;


this Agreement itself; nor any matters not covered thereby. This provision shall not preclude the parties from entering into Agreements which are mutually accepted.

Signed at Chicago, Illinois, this 14th day of April, 1994.

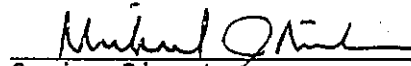
FOR INTERNATIONAL  
ASSOCIATION OF  
MACHINISTS AND  
AEROSPACE WORKERS

  
General Chairman

FOR NORTHEAST ILLINOIS  
REGIONAL COMMUTER RAILROAD  
CORPORATION

  
Executive Director

APPROVED:

  
Senior Director,  
Corporate Administration

  
President and Directing  
General Chairman

  
Director, Labor Relations

April 14, 1994

Mr. N. M. Muell  
Asst. Pres.-Directing  
General Chairman, IAM  
101 E. St. Charles Rd.  
Villa Park, IL 60181

Dear Mr. Muell:

In connection with adoption of Wage, Rule and Benefit Agreement today, specifically with reference to the new Sick Leave Rule, it was agreed that at the time of retirement, as set forth under the provisions of the U.S. Railroad Retirement Act, the employee will be given a cash payment equal to twenty percent (20%) of the unused sick leave in the "Sick Leave Reserve Account." The straight time rate of pay of the regular assigned position held at the time of retirement will be used in calculating the amount due under this paragraph.

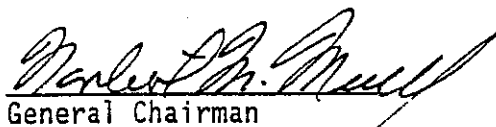
Please signify your concurrence in the space provided below.

Very truly yours,



J. S. Morse  
Director, Labor Relations

Concur:

  
General Chairman

April 14, 1994


Mr. N. M. Muell  
Asst. Pres.-Directing  
General Chairman, IAM  
101 E. St. Charles Rd.  
Villa Park, IL 60181

Dear Mr. Muell:

In connection with adoption of Wage, Rule and Benefit Agreement today, specifically in regard to the Personal Leave rule, it was agreed that a day on which a basic day's pay is allowed account Personal Leave will not be considered as a qualifying day for holiday purposes. The first work day preceding, or following the employee's Personal Leave, as the case may be, shall be considered as the qualifying day for holiday purposes.

Please indicate your concurrence in the space provided below.

Very truly yours,

  
J. G. Morse  
Director, Labor Relations

Concur:

  
General Chairman



April 14, 1994

Mr. N. M. Muell  
Asst. Pres.-Directing  
General Chairman, IAM  
101 E. St. Charles Rd.  
Villa Park, IL 60181

Dear Mr. Muell:

In connection with adoption today of Wage, Rule and Benefit Agreement, it was agreed that provisions of the amended Personal Leave Rule and the new Sick Leave Rule are effective as of April 14, 1994. Personal leave taken beginning January 1, 1994, up to and including April 13, 1994, under Rule 57 then in effect will be counted toward the total of five days for which an employee may be eligible in calendar year 1994.

Please signify your concurrence in the space provided below.

Very truly yours,

J. S. Morse  
Director, Labor Relations

Concur:

  
General Chairman

April 14, 1994

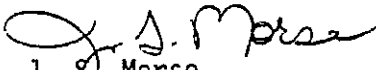
Mr. N. M. Muell  
Asst. Pres.-Directing  
General Chairman, IAM  
101 E. St. Charles Rd.  
Villa Park, IL 60181

Dear Mr. Muell:

In connection with adoption today of Wage, Rule and Benefit Agreement, with respect to the new Sick Leave provision, Rule 57(A), and the use of the term "bona fide" illness or injury in paragraphs (a) (i) and (d), it was understood that while it is not expected that a formal doctor's certification would be required in cases of occasional illness, sick leave is to be used only in cases of legitimate illness or injury. If a pattern of suspected abuse arises, management reserves the right to take appropriate action.

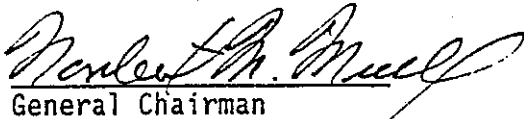
Please indicate your concurrence in the space provided below.

Very truly yours,



J. S. Morse  
Director, Labor Relations

Concur:

  
General Chairman



April 14, 1994

Mr. N. M. Muell  
Asst. Pres.-Directing  
General Chairman, IAM  
101 E. St. Charles Rd.  
Villa Park, IL 60181

Dear Mr. Muell:

In connection with adoption of Wage, Rule and Benefit Agreement today, specifically with reference to the new Sick Leave Rule, paragraph (b) (ii) thereof, it was understood that authorized paid leave means leave taken under applicable jury duty, vacation, bereavement, holiday, and other authorized paid non-sick leave or non-personal leave provisions. Six hours of compensation on any regular assigned work day shall constitute a work day and not detract from perfect attendance so long as the employee is authorized to work less than eight hours. Unauthorized incidents of lateness or unauthorized early quits will constitute absences which detract from a perfect attendance record.

Very truly yours,

J. S. Morse  
Director, Labor Relations

Concur:

  
General Chairman





## Memorandum

TO: All Metra Employees

FROM: Safety Incentive Program  
Review Committee

SUBJECT: **Safety Incentive Program**

DATE: May 26, 2000

As we indicated to you last month, the Review Committee has been working to finalize the new Employee Safety Incentive Program. We have identified what we believe will be important improvements to the program as previously announced in the summary issued late last year.

The key change is with regard to the incentive to be earned by employees for working safely. Specifically, the program will now provide that for each month an employee works injury free, Metra will make a \$25.00 employer contribution to the employee's individual 401(k) Deferred Compensation Plan account. This arrangement will ensure that employees will receive the full financial benefit of the incentive they have earned by working safely and affords employees the most favorable tax treatment possible.

As a companion program, we are also pleased to announce that any employee who works twelve consecutive months injury free will earn four bonus points which will entitle the employee to one day off work with pay. To help explain this and other aspects of the new Safety Incentive Program, attached are a series of Question and Answer Fact Sheets for your information and review.

We hope that the Fact Sheets will answer most of your questions. We will continue to provide you with additional information as we approach the July 1st date on which employees can actually begin earning points.

Thanks again for your interest in this program.

### Safety Incentive Program Review Committee

R. Grygiel, TCU/BRC  
M. Wimmer, BMW  
V. Stoner, Metra  
M. Nielsen, Metra  
E. Adamson, LMC

**Safety Incentive Program**  
**Question and Answer Fact Sheet**

***Qualifying for the Program***

**Q: *How do I qualify for the program?***

**A:** For purposes of qualification, any month in which an employee performs compensated service without injury will count towards establishing their eligibility to earn points under the Safety Incentive Program. All employees must complete six consecutive months injury-free to qualify for the program.

For most existing employees, this initial qualifying period began January 1, 2000 and runs through June 30, 2000.

For new hires, their initial six month qualifying period begins on the first calendar day of the month in which they are hired.

For employees currently on furlough or some type of leave of absence, including Family Medical Leave, their initial six month qualifying period begins on the first calendar day of the month in which they return to work.

**Q: *What happens if I am injured during my initial qualifying period?***

**A:** If injured during the qualifying period, the employee must still complete six consecutive months of injury-free service in order to establish their eligibility to earn points. This new qualifying period would start on the first calendar day of the month following the date of the employee's return from injury.

**Q: *How is "injury-free" defined?***

**A:** Injury-free is defined as having no reported injury requiring the filing of a Metra Personal Injury Report (Form 6180.98), as well as not having caused (by the employee's own actions) an injury to another employee. As such, the filing of an incidental injury report would not, in and of itself, affect an employee's ability to qualify for the program (unless the incident subsequently results in a formal injury report).

**Safety Incentive Program**  
**Question and Answer Fact Sheet**

***Earning Points***

**Q:** *How do I earn points?*

**A:** Once qualified for the Safety Incentive Program, employees earn their points one way and one way only: By Working Safely. No other factor comes into play in terms of the employee's ability to earn monthly points.

Specifically, for any month in which the employee performs compensated service and completes the entire month injury-free (as defined), he or she will earn one point. For any month in which the employee has no compensated service, no points will be earned in that month.

**Q:** *How is "injury-free" defined?*

**A:** Injury-free is defined as having no reported injury requiring the filing of a Metra Personal Injury Report (Form 6180.98), as well as not having caused (by the employee's own actions) an injury to another employee. As such, the filing of an incidental injury report would not, in and of itself, affect an employee's ability to earn points under the program (unless the incident results in a formal injury report).

**Q:** *Will my points be awarded monthly?*

**A:** No. While you earn points on a monthly basis, the points will be awarded on a quarterly basis in order to simplify overall administrative requirements.

**Q:** *How will this work?*

**A:** The awarding of points will be based on the four calendar year quarters: January through March, April through June, July through September, and October through December. Any points earned by the employee in the preceding period will be awarded during the first month of the next succeeding quarter. As such, points will be awarded four times a year: during the months of January, April, July, and October.

**Q:** *What do I get for my points once they are awarded?*

**A:** For each monthly point earned, Metra will make, as a safety incentive award, an employer contribution of \$25.00 into the employee's individual 401(k) Deferred Compensation Plan account. Accordingly, employees would receive contributions totalling \$75.00 per quarter or up to \$300.00 annually provided they continue to work injury free.

**Safety Incentive Program**  
**Question and Answer Fact Sheet**

***401(k) Employer Contribution***

- Q:** *What is a 401(k) employer contribution?*
- A:** It is the incentive to be awarded to employees who work safely under the Safety Incentive Program.
- Q:** *How will the incentive work?*
- A:** As noted previously, for each monthly point earned, Metra will make, as an incentive award, a contribution of \$25.00 to the employee's individual 401(k) Deferred Compensation Plan account. The employer contributions will be made quarterly up to a maximum of \$300 for a twelve month period.
- Q:** *Must I establish a new 401(k) account?*
- A:** If you do not already participate in Metra's 401(k) Deferred Compensation Plan, you will need to fill out the necessary forms to establish your account. If you are already a plan participant, no further action on your part will be required.
- Q:** *How will the employer contribution affect my current participation in the 401(k) Plan?*
- A:** The employer contribution is totally separate from any contributions to the plan you may be making; as such, the employer contribution will have no effect on your current participation. You can still contribute your own monies up to the limit permitted by federal tax law; and by the same token, you do not have to contribute anything at all if you so choose.
- Q:** *Who controls the contributions?*
- A:** You do. The employer contributions under this program will be invested in accordance with the fund choices you make for your account.
- Q:** *Is the employer contribution taxed?*
- A:** The employer contribution is not taxed as current income. The taxes are deferred until such time as you actually withdraw monies from the plan.

**Safety Incentive Program**  
**Question and Answer Fact Sheet**

***Penalties/Loss of Points***

**Q:** ***What happens if I become injured?***

**A:** Clearly, no points are earned for any month in which the employee fails to work injury-free (as defined) or is off work due to a lost-time injury. In addition, once injured, employees would also be ineligible to earn any points during the next three months following the month in which they return to work and would reestablish their eligibility only if they work without further injury during that time.

**Q:** ***Can you give an example how that will work?***

**A:** Yes. Let's say an employee has qualified for the program and begins earning points on July 1, 2000. The employee works safely for the next number of months through February, 2001. The employee is then injured in March, 2001 and returns to work later that same month. The employee, under this example, would have earned eight points for working injury-free July through February. The employee would earn no points for March and would be ineligible to earn points for the next three months, April through June. If no further injuries occur, the employee would again begin earning points in July, 2001.

**Q:** ***What happens in the event of discipline?***

**A:** Discipline, in and of itself, has no bearing on an employee's ability to earn points under the program. Points are earned only by working injury-free (as defined); and conversely, are not earned only if the employee becomes injured or causes an injury to another employee. However, discipline may have an impact in the event an employee is removed from or out of service for a sufficient amount of time that he or she has no compensated service during the month (in which case no monthly point would be earned).

**Safety Incentive Program**  
**Question and Answer Fact Sheet**

***Overall Administration***

- Q: *When does the program start?***
- A:** As announced in December, 1999, the Safety Incentive Program officially began on January 1, 2000.
- Q: *Does the program cover all employees?***
- A:** No. Temporary employees, including summer clean-up gangs and summer interns, are not covered by the program.
- Q: *When can I begin earning points?***
- A:** Employees can begin earning points starting July 1, 2000. To be eligible to earn such points, employees must work injury-free during their six month initial qualifying period (January 1 - June 30, 2000).
- Q: *When will the first points be awarded?***
- A:** Employees would be awarded their first points in October, 2000, for any points they may have earned during July, August, and September, 2000.
- Q: *How long will the program last?***
- A:** The Safety Incentive Program is intended to run through June 30, 2002. However, there will be a first-year evaluation made around July 1, 2001 to ensure that the program is meeting its objectives.
- Q: *What if I have a problem with the program?***
- A:** Milton Smith and Michael Panayotovich have been designated as contact points for employees who may have questions regarding this program. Mr. Smith may be reached at 312/322-6452; Mr. Panayotovich at 312/322-6194. They will forward the questions to the program's Review Committee for their review and any further handling. This committee is comprised of two labor representatives, two management representatives, and the LMC Program Coordinator. At present, these members are:

Ray Grygiel, Labor representative

Mark Wimmer, Labor representative

Vaughn Stoner, Management representative

Michael Nielsen, Management representative

Earl Adamson, LMC Coordinator

**Safety Incentive Program**  
**Question and Answer Fact Sheet**

***Bonus Point Program***

**Q: *What is the Bonus Point Program?***

**A:** As a companion program, employees can also earn an additional award of four extra bonus points provided they work twelve consecutive months injury free.

**Q: *How can I use my four bonus points?***

**A:** Employees who earn their four bonus points for twelve consecutive months of injury free service can use their four bonus points to receive one day off work with pay.

**Q: *How will the day off be scheduled?***

**A:** The day must be scheduled in accordance with the general provisions governing Personal Leave. Typically, this requires at least 48 hours advance notice, with the time-off granted based on the requirements of service and the ability to cover the work with other employees. Other existing departmental procedures with regard to the scheduling of occasional time-off may also apply.

**Q: *What happens if I become injured?***

**A:** In the case of an employee who becomes injured, such employee can still earn his or her bonus points once they complete twelve consecutive months of injury-free service from the date they reestablish their eligibility to earn points under the Safety Incentive Program.

**Q: *What about employees on furlough or some type of leave or other absence?***

**A:** Employees on furlough or some type of leave or other absence, including Family Medical Leave, can also earn their four bonus points provided they work a combined or cumulative twelve months without an injury and provided they perform actual on-duty service on at least 200 days during the period.

**Q: *Is the day off taxable?***

**A:** Since the employees will simply receive their regular pay as they would in the case of any other paid time-off, no additional tax consequences will result under this incentive.



RUC#29  
Page #3

## Memorandum

~~99-03~~  
2001-2003

To: Distribution Date: March 13, 2001

From: <sup>JLB</sup> Jeffrey L. Barton, Director  
Labor Relations

Subject: Executed Agreement between NIRC and employees represented by the  
International Association of Machinists & Aerospace Workers

Attached please find a copy of Wage, Rule and Benefit Agreement dated March 16, 2001, between NIRC and the IAM. **Please distribute copies** to affected employees and applicable supervisory and other management personnel under your jurisdiction.

### Distribution:

- P. A. Pagano, Executive Director
- R. Tidwell, Deputy Executive Director
- M. J. Nielsen, Sen. Dir. Corp. Adm.
- V. L. Stoner, Chief Operations Officer
- M. Noland, General Counsel
- F. Racibozynski, Chief Financial Officer
- S. Wojtkiewicz, Dept. Head - IS
- G. M. Washington, Dept. Head - HR
- A. Saucedo, Director - Audit
- R. Allen, Director - Budget
- H. Thomas, Director - Personnel Adm.
- C. Cary, Director - EEO Compliance
- J. Tancula, Director, Risk Management
- G. Foyle, Director - Planning & Analysis
- T. Less, Controller - Accounting
- T. Blum, Manager - Employment
- J. Franklin, Section Chief - Payroll
- C. Riney, Operations - Project Performance

- R. Soukup, Chief Mechanical Officer
- G. A. Fuller, Asst. Dept. Head - Mech.
- ~~J. Stinson, Director - Mech, RI~~
- K. Clifford, Director - Mech ED
- M. J. Ryan, Director - Mech, MD

- COPY TO:
- R. Mnichowski
  - R. Sajdak
  - B. Fraker
  - R. Steffan
  - R. Petitt
  - T. Calvert
  - J. GARZA
  - S. GEORGE 16 2001
  - J. Montgomery
  - A. Olson
  - K. Hecserovich
  - M. Davenport
  - S. Pflugner
  - R. Bostrom
  - R. Pagorek
  - T. BAKER

3/26/01

March 16, 2001

Side Letter No. 19

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Suite 202  
Villa Park, Illinois 60181

Dear Sir:

During our recent negotiations on a new Wage, Rule, and Benefit Agreement, one of the items surfaced concerned the establishment of a tuition reimbursement program for employees represented by the Organization. As a part of our consideration of the proposal at that time, the parties fully discussed the mutual gains and benefits associated with such a program, with the Carrier expressing its overall support for direct employee educational assistance and the provision of required technical training.

In these discussions, the Carrier also indicated its willingness to take the proposal under advisement and to assess further its ability to move forward with a tuition reimbursement program. In this follow-up review, I am pleased to report, we found that the Carrier was already evaluating possible company-wide tuition reimbursement programs for its employees, which would obviously include those represented by the IAM. While these internal proposals have not yet been finalized, it appears that the program will be completed and in place by the Fall of this year.

We believe that the program as envisioned is fully in line with the concepts discussed with the Organization during collective bargaining. Accordingly, this letter shall hereby set forth the Carrier's commitment to the tuition reimbursement program, which as part of a company-wide effort will benefit employees represented by the Organization; and further, shall offer our assurance that in the event the program is not in place by October 1, 2000, the Organization will be given the opportunity to review this matter and, specifically, to discuss the Carrier's plans for establishing a tuition reimbursement program.

Sincerely,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

March 16, 2001

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Suite 202  
Villa Park, Illinois 60181

Dear Sir:

In response to recent discussions between Metra and the Organization, this will confirm that the parties will work cooperatively to determine the basic tool sets and storage boxes, appropriate to the craft, to be provided by the Carrier. It is expected that this same overall approach will be followed in determining the carrier-provided tool requirements for the other skilled shop crafts.

In addition, this letter will confirm that the replacement policy for the theft and breakage of such carrier-provided tool sets is and will continue to be consistently applied among the various skilled shop crafts.

Very truly yours,

Richard L. Soukup  
Chief Mechanical Officer

/ms

March 16, 2001

Side Letter No. 18

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Villa Park, Illinois 60181

Dear Sir:

During our recent negotiations on a new Wage, Rule, and Benefit Agreement, one of the issues of concern expressed by the Organization related to the description of primary duties to be included in regular job bulletins. This letter shall confirm that the matter of primary duties has been essentially resolved among the parties.

Specifically, per my letter of November 18, 1999, you were provided with a copy of the new position descriptions to be used the next time a position within the Machinist's ranks is bulletined. As discussed at that time, the intent of the revised descriptions is to provide additional information with respect to primary duties, thereby helping to ensure that employees will have a clearer understanding of the particular duties regularly assigned to the position. As such, employees should be better able to obtain, through the exercise of seniority, positions performing work for which they have a preference.

All future job bulletins will, therefore, include a listing of "Primary Duties" which will be of sufficient detail to describe the major responsibilities of the position. It is understood that the employee filling each such position shall reasonably expect to be the employee performing those primary duties, in addition to any other work of the craft that may be assigned. However, it is also understood that nothing in this letter, or our letter of November 18, 1999, is intended to adversely affect the Carrier's ability to assign work and utilize employees within the craft as needed to meet the requirements of service or to complete such work in an efficient manner.

While we believe that the above understandings effectively address the issue of primary duties, please be assured that the Carrier offers its continuing commitment to work with the Organization as may be necessary to resolve any future problems that may arise.

Sincerely,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

March 16, 2001

Side Letter No. 17

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Villa Park, Illinois 60181

Dear Sir:

Effective March 16, 2001, it is agreed that any employees who, as of June 30, 1999, had and are retaining a seniority relationship under the December 16, 1987 General Agreement and who, during the week of July 1 through July 7, 1999, inclusive, performed compensated service or during such week were on scheduled vacation, on leave due to sickness or injury, on a leave of absence, on suspension or discharge pending appeal, or held a promoted position, ~~and who were not seasonal, temporary, or capital project personnel, shall be retained in active NIRC employment in their Machinist craft throughout the entire term of today's Wage, Rule, and Benefit Agreement as set forth in Sections 7 and 8, except in the event such employees shall leave the NIRC workforce by reason of death, retirement, voluntary resignation, or dismissal for cause, or in the event of circumstances as set forth in Rule 19(b) of the General Rules Agreement.~~

Please signify your concurrence in the space provided below.

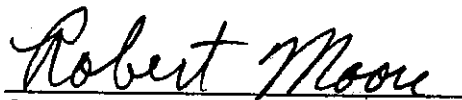
Sincerely,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:



General Chairman

March 16, 2001

Side Letter No. 16

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Suite 202  
Villa Park, Illinois 60181

Dear Sir:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is agreed that with respect to Section 8. Contract Extension, the methodology to be used in making the basic wage rate comparison called for in paragraph (a)(1) will be to average the respective Chicago area rates of pay then in effect for journeymen Machinists at Amtrak, Union Pacific, Burlington Northern Santa Fe, Illinois Central, and CP/SOO, or their successors. The full 100% rate of pay will be used in all instances.

Please signify your concurrence in the space provided below.

Sincerely,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

  
General Chairman

March 16, 2001

Side Letter No. 15

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Suite 202  
Villa Park, Illinois 60181

Dear Sir:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is understood that the two-year contract extension, pursuant to Section 8, will be automatically executed provided the conditions of paragraph (a) thereof are met. Further, it is also understood that all terms and conditions of this Agreement will be fully enforced during the two-year extension period, as defined in Section 8, and no notice or proposal to change or amend this Agreement shall be progressed per Section 7, paragraph (c). If, however, during the period, July 1, 2002 through December 31, 2004, circumstances develop which negate such compliance with the conditions of Section 8, paragraph (a), the Organization signatory hereto shall be free to serve appropriate notice or proposal to amend this Agreement in accordance with the provisions of the Railway Labor Act. Once such notice or proposal is properly served, any remaining wage and/or benefit increases not otherwise previously implemented under the terms of today's agreement shall be cancelled.

Please signify your concurrence in the space provided below.

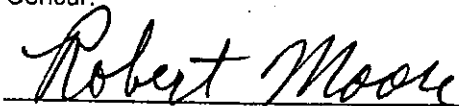
Sincerely,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

  
General Chairman



March 16, 2001

Side Letter No. 14

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Suite 202  
Villa Park, Illinois 60181

Dear Sir:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is agreed that all previous side letters, dated April 14, 1994, with respect to Rule 57(A) Sick Leave, are hereby deleted from the December 16, 1987 General Agreement, as amended.

Please signify your concurrence in the space provided below.

Sincerely,

*Michael J. Nielsen*

Michael J. Nielsen  
Senior Director, Corporate Administration

*57(A) is PERSONAL  
LEAVE NOT SICK  
SEE SIDE LETTER CEAVE  
APRIL 14-1994*

/ms

Concur:

*Robert Moore*  
General Chairman

March 16, 2001

Side Letter No. 13

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Suite 202  
Villa Park, Illinois 60181

Dear Sir:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is agreed that with respect to Rule 57(A), Sick Leave, as amended, and the term "bona fide sickness" as used in paragraphs (a)(i) and (e), thereof, it is understood that while it is not expected that a normal doctor's certification will be required in cases of occasional illness, such use of the paid benefit day is to be only for legitimate illness or injury. If a pattern of suspected abuse arises, the carrier reserves the right to take appropriate action.

Please signify your concurrence in the space provided below.

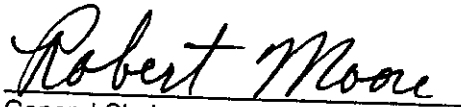
Sincerely,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

  
General Chairman



March 16, 2001

Side Letter No. 12

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Suite 202  
Villa Park, Illinois 60181

Dear Sir:

In connection with adoption of Wage, Rule, and Benefit Agreement today, and specifically with reference to Rule 57(A), Sick Leave, paragraph (c), as amended, it is agreed that authorized paid leave means leave taken under applicable vacation, holiday, personal leave, jury duty, bereavement, and other authorized paid non-sick leave provisions. Six hours of compensation on any regularly assigned work day shall constitute a work day and not detract from perfect attendance so long as the employee is authorized to work less than eight hours. Unauthorized incidents of lateness or early quits will constitute absences which detract from a perfect attendance record.

Please signify your concurrence in the space provided below.

Sincerely,

Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

General Chairman

March 16, 2001

Side Letter No. 11

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Suite 202  
Villa Park, Illinois 60181

Dear Sir:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is agreed that with respect to Rule 57(A), Sick Leave, as amended, the term "upon permanent separation from the Carrier," as referred to in paragraphs (b)(v) and (b)(vi) thereof, shall be defined as retirement pursuant to the provisions of the Railroad Retirement Act, voluntary resignation from the Carrier, and death. Dismissal for cause and transfer or promotion to another position at the Carrier would not be included. In this latter case of transfer or promotion, however, the employee would retain whatever days he or she has in their Reserve Account provided the employee maintains a seniority relationship with the Organization signatory hereto pursuant to Rule 13, Promotion to Foreman, of the December 16, 1987 General Agreement, as amended. Such retained accumulated days would then be "cashed-out" upon the employee's permanent separation from the Carrier (i.e., death, retirement pursuant to the Railroad Retirement Act, or a total voluntary resignation from the Carrier). Otherwise, any accumulated days in the Reserve Account shall be "lost" upon the employee forfeiting or severing his seniority relationship with the Organization.

Please signify your concurrence in the space provided below.

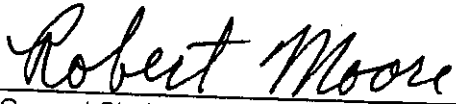
Sincerely,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:



General Chairman

March 16, 2001

Side Letter No. 10

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Suite 202  
Villa Park, Illinois 60181

Dear Sir:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is agreed that in regard to the Sick Leave Reserve Account, as provided for in Rule 57(A), Sick Leave, as amended, any employees subject to this agreement hired after today's date will receive an initial bank of five (5) days in their Sick Leave Reserve Account, once they have completed one year of continuous service. In application of this provision, an initial bank of five (5) days will also be established for any employees subject to this agreement who were hired by the Carrier between April 14, 1994 and today's date and have completed one or more years of continuous service. If they have not yet completed their one year of continuous service, such employees will receive their initial bank of five (5) days once the one year of continuous service is achieved. This handling will satisfy any pending or future claims regarding the former application of the initial bank of days in the Sick Leave Reserve Account as originally provided for under previous Rule 57 (A), Sick Leave.

Please signify your concurrence in the space provided below.

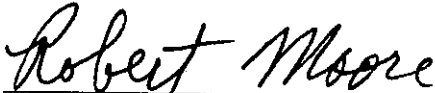
Sincerely,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:



General Chairman



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

March 16, 2001

Side Letter No. 9

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Suite 202  
Villa Park, Illinois 60181

Dear Sir:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is agreed a day on which a basic day's pay is allowed for personal employee business, pursuant to Rule 57. Personal Leave, will be considered a qualifying day for holiday pay purposes if the aforesaid personal leave day is taken the workday immediately preceding (or immediately following) the holiday in question. Accordingly, it is further agreed that previous side letters of January 8, 1995 and April 12, 1997 regarding holidays made are hereby deleted from the December 16, 1997 General Agreement as amended.

Please signify your concurrence in the space provided below.

Sincerely,

Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

General Chairman



March 16, 2001

Side Letter No. 8

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Suite 202  
Villa Park, Illinois 60181

Dear Sir:

In connection with adoption of Wage, Rule, and Benefit Agreement today, and application of Rule 26. Lead Workmen, as amended, the Carrier hereby offers its commitment to work with the Organization in establishing an appropriate number of lead positions at each major work location and in determining the duties to be assigned such lead positions, especially with regard to the provision of required technical assistance and expertise.

Please signify your concurrence in the space provided below.

Sincerely,

Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

General Chairman



March 16, 2001

Side Letter No. 7

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Suite 202  
Villa Park, Illinois 60181

Dear Sir:

In connection with adoption of Wage, Rule, and Benefit Agreement today, and application of Rule 13. Promotion to Foreman, as amended, it is understood that in the event a permanent foreman's vacancy or new position cannot be filled through the normal bulletining procedure as set forth in the Foremen's General Rules Agreement, the Carrier will post a notice in the usual locations advising journeymen mechanics of the availability of such positions and the opportunity for them to be considered for the vacancy or new position.

Please signify your concurrence in the space provided below.

Sincerely,

Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

Robert Moore  
General Chairman

March 16, 2001

Side Letter No. 6

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Suite 202  
Villa Park, Illinois 60181

Dear Sir:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is agreed that the following shall govern the payment of retroactive wage adjustments resulting from the January 1, 1999 general wage increase as provided for in Section 5(a). Specifically, retroactive wage adjustments shall be paid in a single separate check, subject to all regular and normally applicable payroll tax withholdings. It is NIRC's intention to make this retroactive wage payment within forty-five (45) days of today's date. It is also understood that such retroactive wage adjustments shall be due only to employees subject to this Agreement who have performed service during the period covered by the wage increase provided for in Section 5(a) and who have continued their employment relationship up to today's date or in the meantime have either died or retired.

Please signify your concurrence in the space provided below.

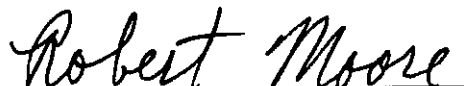
Sincerely,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:



General Chairman

March 16, 2001

Side Letter No. 5

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Suite 202  
Villa Park, Illinois 60181

Dear Sir:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is understood that with respect to Section 4. Lump Sum Bonus Payment, the employee referenced in paragraph (b), who is "in service on the effective date of this Agreement," refers to an employee covered by this agreement who maintains an employment relationship with NIRC on that date.

It is also agreed with respect to Section 4. Lump Sum Bonus Payment, paragraph (d), an employee who is coincidentally eligible to receive a comparable bonus or lump sum payment under another agreement applicable to NIRC that exceeds the lump sum amount provided under paragraph (a), will be allowed to receive the greater of the lump sums; however, it remains our understanding that such an employee shall not receive duplicate payments.

Please signify your concurrence in the space provided below.

Sincerely,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:



General Chairman



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

March 16, 2001

Side Letter No. 4

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Suite 202  
Villa Park, Illinois 60181

Dear Sir:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is understood that with respect to Section 4. Lump Sum Bonus Payment, employees will be given an election form on which they will indicate their preferred method for receiving the payment and, specifically, whether or not they want to have all or some portion of the payment placed in their deferred compensation plan. In further regards to Section 4, it is also understood that the payment to be made pursuant to paragraph (a) thereof shall be made within forty-five days of today's date.

Please signify your concurrence in the space provided below.

Sincerely,

Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

General Chairman



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

March 16, 2001

Side Letter No. 3

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Suite 202  
Villa Park, Illinois 60181

Dear Sir:

In connection with adoption of Wage, Rule, and Benefit Agreement today, and specifically with respect to application of Section 3. Supplemental Retirement, effective with the signing of the Agreement, the Carrier shall also make, as an employer contribution to the employee's individual 401(k) Deferred Compensation Plan account, an additional payment of \$500 covering the period of calendar year 1999.

To qualify for this additional employer contribution, the employee must be in service under the terms of this Agreement on the effective date of the Agreement and must have performed compensated service pursuant to the General Rules Agreement during calendar year 1999. Any such employer contribution shall be made as soon as practicable and may be made simultaneously with the contributions to be made under Section 3(a) of today's agreement; and further, any such employer contribution shall be prorated based in accordance with the general provisions of Section 3(d) and Side Letter No. 2 of today's Agreement.

Please signify your concurrence in the space provided below.

Sincerely,

Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

General Chairman



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

March 16, 2001

Side Letter No. 2

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Suite 202  
Villa Park, Illinois 60181

Dear Sir:

In connection with adoption of the Wage, Rule and Benefit Agreement today, it is understood that with respect to Section 3. Supplemental Retirement, NIRC will prorate the employer contributions as provided for in paragraphs (b) and (c), thereof, for employees in service for less than the full calendar year, based on a total of 2,088 hours for the year. Accordingly, an employee in service for the entire year would have the full payment made to his or her individual 401(k) Deferred Compensation Plan account. If, however, as an example under paragraph (c), an employee received compensation for only six months of the year (or 1,044 hours), a payment of \$250 (or 50 percent of the full payment of \$500) would be made to his or her individual plan account.

The figure of 2,088 hours per year is based on 174 hours per month. The hours which will be credited against this annual total, for purposes of calculating the payments due under paragraphs (b) and (c) of Section 3, shall include all hours for which compensation is received.

Please signify your concurrence in the space provided below.

Sincerely,

Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

General Chairman

March 16, 2001

Side Letter No. 1

Mr. Robert Moore  
General Chairman  
IAM  
101 E. St. Charles Road  
Suite 202  
Villa Park, Illinois 60181

Dear Sir:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is understood that with respect to Section 3. Supplemental Retirement, the employer contribution to be made pursuant to Section 3(a) shall be made as soon as practicable once the employees have completed their election forms and their individual 401(k) Deferred Compensation Plan accounts have been established.

Please signify your concurrence in the space provided below.


Sincerely,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

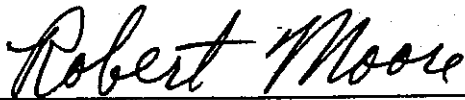
Concur:

  
General Chairman

(d) In the event the provisions of this section are executed per the conditions as set forth in paragraph (a) hereof, this Agreement shall remain in effect through December 31, 2004 and the moratorium dates as set forth in Section 7, paragraph (c) shall be extended to April 1, 2004 for serving notices for changes to become effective on or after January 1, 2005.

Signed at Chicago, Illinois, this 16th day of March, 2001.

FOR INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND AEROSPACE  
WORKERS (IAM):



General Chairman

FOR NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION:



Executive Director



Senior Director, Corporate Administration



Director, Labor Relations

APPROVED:



President and Directing General Chairman (rm)

Further amend Rule 57(A), Sick Leave to add a new paragraph (c), to read as follows:

(c) Additional sick benefit days may be earned and placed into the Sick Leave Reserve Account at the rate of one (1) day per each six (6) months of perfect work attendance, which is defined as having no absences during the period except as otherwise provided under applicable vacation, holiday, personal leave, or other authorized paid non-sick leave provisions. In any six month period where the employee utilizes a sick benefit day, or has any unpaid or unauthorized absence, no incentive sick benefit day will be earned for that period.

And further amend Rule 57(A), Sick Leave, to identify existing paragraphs (c), (d), and (e) as new paragraphs (d), (e), and (f), respectively.

---

Amend Rule 59, Machinist Qualifications to identify the existing paragraph as paragraph (a) and add a new paragraph (b), to read as follows:

(b) In application of paragraph (a) hereof, applicants for employment as Machinists shall provide appropriate and reasonable documentation, satisfactory to both the Carrier and the Organization, that they have successfully completed their apprenticeship or have four (4) or more years of experience as a journeyman.

---

**Section 7. Effect of this Agreement:** (a) Subject to the provisions of Section 8 below, the purpose and the effect of this Agreement shall be to fix the general level of compensation, work rules and working conditions, and benefits during the period of this agreement and is in settlement, in its entirety, of all Section 6 Notices served by the Organization.

(b) Subject to the provisions of Section 8 below, this Agreement shall remain in effect through December 31, 2002 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) Subject to the provisions of Section 8 below, the parties to this Agreement shall not serve nor progress prior to July 1, 2002 (not to become effective until January 1, 2003) any notice or proposal to amend or change any provision or appendix of the December 16, 1987 General Agreement, as amended, not amended or changed by this Agreement; this Agreement itself; nor any matters not covered thereby. This provision shall not preclude the parties from entering into Agreements which are mutually accepted.

**Section 8. Contract Extension:** (a) The wage actions provided for in paragraphs (b) and (c) hereof shall be made, and the terms and conditions of this Agreement shall be extended per paragraph (d) hereof for an additional two-year period, provided the following two conditions are met as of July 1, 2002:

(1) That the basic wage rates for positions at Amtrak and/or Class I freight rail carriers operating in the Chicago metropolitan region comparable to positions as provided for under the December 16, 1987 General Agreement, as amended, remain below applicable NIRC basic wage rates; and

(2) That NIRC does not as a result of negotiations with other labor organizations representing NIRC employees provide wage increases during the two-year extension period (i.e., in years 2003 and 2004) which in aggregate are in excess of those wage increases provided in paragraph (b) and (c) hereof.

(b) Effective July 1, 2003, all basic rates of pay in effect on June 30, 2003, for employees covered by the December 16, 1987 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(c) Effective July 1, 2004, all basic rates of pay in effect on June 30, 2004, for employees covered by the December 16, 1987 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(iii) Upon notice from the U.S. Railroad Retirement Board to the Carrier that an employee has filed an eligible claim for Railroad Unemployment Insurance benefits, the Carrier shall allow the employee to utilize any sick benefit days that have been accumulated in their Sick Leave Reserve Account for purposes of providing supplemental sickness benefits to supplement benefits payable for days of sickness under the Railroad Unemployment Insurance Act, or for days in the waiting period, or for days after an otherwise eligible employee has exhausted his or her Railroad Unemployment Insurance Act benefits and benefits payable under Group Policy R-5000 (Supplemental Sickness Benefit Plan for Railroad Shop Craft Employees).

**NOTE:** The Supplemental Sickness benefit may also be used by an employee who does not have qualifying compensation under RUIA to be eligible for RUIA benefit.

(iv) The supplemental benefit payment for any calendar day under this plan shall not exceed the straight-time daily rate of the employee's position or the protected rate whichever is higher, and is to be reduced by the amount of RUIA benefits and by R-5000 benefits, if any, payable for the same day.

(v) Any additional days placed into the supplemental Sick Leave Reserve Account over and above the first thirty (30) days as set forth in subparagraph (ii) hereof may also be used to supplement benefits payable under the sickness benefit provisions of the Railroad Unemployment Insurance Act. In addition, with specific respect to days thirty-one (31) through ninety (90) that are placed into the supplemental Sick Leave Reserve Account, the following options shall also apply:

(1) The employee can leave the accumulated days in excess of thirty (30) in his or her Reserve Account, and upon permanent separation from the Carrier, the employee will receive a cash payment equal to thirty (30) percent of the accumulated excess days. The straight time rate of pay of the regularly assigned position held at the time of separation shall be used in calculating the amount due under this paragraph.

EXAMPLE: Employee has a total of ninety (90) days in the Reserve Account upon permanent separation from the Carrier. The employee would receive 30% of 60 days (the excess number of days over 30) which is equal to the cash equivalent of 18 days' pay.

OR

(2) The employee can receive a cash payment equal to twenty-five (25) percent of the unused days remaining at the end of the calendar year from that year's annual allotment of five personal leave days (per Rule 57) and three sick leave days. The straight time rate of pay of the regularly assigned position held at the time shall be used in calculating the amount due under this paragraph.

EXAMPLE: Employee ends the year with four unused days from the year's annual allotment. The employee would receive 25% of 4 days which is equal to the cash equivalent of one day's pay.

(vi) After accumulating more than ninety (90) days in the supplemental Sick Leave Reserve Account, the same conditions as set forth in subparagraph (v) hereof shall apply, except that the cash payment received upon permanent separation from the Carrier shall be equal to fifty (50) percent of the accumulated excess days.

EXAMPLE: Employee has a total of 110 days in the Reserve Account upon permanent separation from the Carrier. The employee would receive 50% of 80 days (the excess number of days over 30) which is equal to the cash equivalent of 40 days' pay.

(b) When vacancies occur in positions of foremen, journeymen mechanics from the respective crafts will have preference in promotion.

(c) It is the policy of the Company to promote its own employees, and only when competent employees cannot be found in the ranks, or when competent employees will not accept vacancies or new positions, shall it be the disposition of the Company to vary from this policy.

---

Amend Rule 22. Seniority to add a new paragraph (d), to read as follows:

(d) In the event two or more individuals begin service at the same time on the same date, such individuals shall be ranked in accordance with the following:

(i) Employees transferring from other NIRC departments will be deemed senior to newly hired employees.

(ii) Employees transferring from other NIRC departments will be ranked in accordance with the respective seniority held by such employees in those other departments prior to their transfer.

(iii) Employees will then be ranked on the basis of their age, with the oldest employee ranked first. Should two or more employees be the same age, they will be ranked in alphabetical order of their last names.

---

Amend Rule 24. Autogenous Welding to increase the differentials contained therein from fifteen cents (15¢) to twenty-four cents (24¢).

---

Amend Rule 26. Lead Workmen to increase the differential contained therein from nine cents (9¢) to twenty-four cents (24¢) per hour.

---

Amend Rule 29. Discipline, paragraph (b), to change the second part of the paragraph to read as follows:

Any portion of the employee's past work record to be cited at the hearing shall be given to the employee with the notice of the hearing. The company shall furnish the duly designated representative copies of all written statements to be presented at the hearing at least twenty-four (24) hours prior to the hearing.

---

Amend Rule 48. Non-Discrimination to add a new paragraph (b), to read as follows:

(b) In application of paragraph (a) hereof, the parties acknowledge that each is subject to the Americans with Disabilities Act (ADA).

Reorder paragraph (b) to paragraph (c).

---

Amend Rule 57(A). Sick Leave, paragraph (b), to read as follows:

(b)(i) The sick benefit days provided in paragraph (a) hereof which remain unused at the end of each calendar year shall be placed into a supplemental "Sick Leave Reserve Account."

**AMENDMENT TO BENEFITARY - 2008**

(ii) The first thirty (30) days placed into the supplemental Sick Leave Reserve Account shall be used solely as a means to supplement benefits payable under the sickness benefit provisions of the Railroad Unemployment Insurance Act, as now or hereafter amended, only to the extent provided in this Rule and not to replace or duplicate benefits provided under the Act.

(f) All payments, as provided for herein, shall be made in conformance with applicable state and federal law and subject to any tax withholdings as may be required by such law.

**Section 4. Lump Sum Bonus Payment:** (a) Subject to the conditions set forth below, each employee subject to this Agreement shall receive a lump sum bonus payment equal to two and one-half (2.5) percent of prior year 1998 gross NIRC earnings, with a minimum one thousand dollar (\$1,000) bonus payment to be made effective with the signing of this Agreement.

(b) To qualify for the lump sum bonus payment to be made pursuant to paragraph (a) hereof, the employee must be in service on the effective date of this Agreement or during the preceding twelve (12) month period have retired pursuant to the provisions of the Railroad Retirement Act or have died.

(c) Employees entitled to the lump sum bonus payment as provided for herein shall have the option of receiving the payment in a separate paycheck or they may elect to place all or a portion of the payment into their established deferred compensation plan, subject in either case to any applicable tax withholdings as may be required by state and/or federal law.

(d) There shall be no duplication of the lump sum bonus payment provided herein to employees who coincidentally are subject to any other labor agreement applicable to NIRC, irrespective of the manner in which the payment is calculated or how the payment is received by the employee.

**Section 5. General Wage Increases:** Basic rates of pay between the NIRC and IAM as set forth in Appendix G of the General Agreement of December 16, 1987, as amended, are hereby further amended to the extent indicated below:

(a) Effective January 1, 1999, all basic rates of pay in effect on December 31, 1998, for employees covered by the December 16, 1987 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(b) Effective July 1, 2000, all basic rates of pay in effect on June 30, 2000, for employees covered by the December 16, 1987 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(c) Effective July 1, 2001, all basic rates of pay in effect on June 30, 2001, for employees covered by the December 16, 1987 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(d) Effective July 1, 2002, all basic rates of pay in effect on June 30, 2002, for employees covered by the December 16, 1987 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(e) Rates of pay resulting from application of paragraphs (a), (b), (c), and (d), above, which end in fractions of a cent shall be rounded to the nearest whole cent: fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

**Section 6. General Agreement Rule Changes:** Effective March 16, 2001, the following Rules of the December 16, 1987 General Agreement, as amended, shall be further amended to the extent indicated below:

---

Amend Rule 13. Promotion to Foreman, paragraphs (a), (b), and (c), to read as follows:

(a) Journeyman mechanics in service shall be considered for promotion. Each of the respective crafts shall be given equal consideration in the selection process.

**THIS AGREEMENT**, made this 16th day of March, 2001, by and between the Northeast Illinois Regional Commuter Railroad Corporation (NIRC) and its employees represented by the International Association of Machinists and Aerospace Workers (IAM), witnesseth:

**IT IS HEREBY AGREED:**

**Section 1. Cost of Living Adjustment:** Cost of living provisions as set forth in Appendix G of the General Agreement of December 16, 1987, as amended, are hereby further amended by adding new measurement and adjustment dates as follows:

<u>Measurement Periods</u> <u>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date of Adjustment</u>
September, 1997	September, 1998	January 1, 1999
September, 1998	September, 1999	January 1, 2000
September, 1999	September, 2000	January 1, 2001
September, 2000	September, 2001	January 1, 2002
September, 2001	September, 2002	January 1, 2003

Subject to the conditions set forth in Section 8, paragraph (a) of today's agreement, new measurement and adjustment dates would be added as follows:

September, 2002	September, 2003	January 1, 2004
September, 2003	September, 2004	January 1, 2005

**Section 2. Health and Welfare:** During the term of this Agreement, such premiums per qualifying employee necessary to continue in force all nationally negotiated Health and Welfare coverages applicable to the Organization signatory hereto, including but not limited to those under GA 23000, GP 12000, GA 46000, Supplemental Sickness Policy R-5000, and Off-Track Vehicle Accident Plan, shall be remitted in their entirety by NIRC.

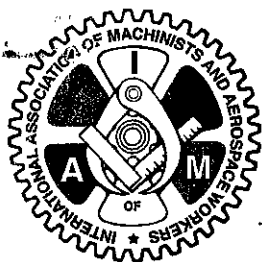
**Section 3: Supplemental Retirement:** (a) Effective with the signing of this Agreement, the Carrier shall make, as an employer contribution, a payment of \$250 on behalf of each employee, subject to and in service under the terms of this Agreement, to such employee's individual 401(k) Deferred Compensation Plan account.

(b) Effective with the pay period ending December 31, 2000, the Carrier shall make, as an employer contribution, an additional payment of \$250 to each covered employee's individual 401(k) Deferred Compensation account.

(c) Thereafter, effective with the pay period ending December 31 of each subsequent calendar year, the Carrier shall make, as an employer contribution, a payment of \$500 to each covered employee's individual 401(k) Deferred Compensation Plan account.

(d) The employer contributions, as set forth in paragraphs (b) and (c), above, shall be prorated based on the number of straight time hours for which an employee receives compensation as a percentage of 2,088 total straight time hours for the calendar year.

(e) To qualify for the employer contributions, as set forth in paragraphs (b) and (c), above, the employee must be in service under the terms of this Agreement on the effective date of the payments and must have received compensation pursuant to the General Agreement of December 16, 1987, during the course of the calendar year. There shall be no duplication of any payments or pyramiding of any benefits as provided for herein for employees who are coincidentally eligible to receive supplemental pension and/or retirement benefits under another agreement applicable to NIRC employees.



INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS  
DISTRICT LODGE NO. 19

7000 BROADWAY, SUITE 203 • DENVER, CO 80221

CONTRACT

2007 - 2012

RICHARD NADEAU  
General Chairman  
Phone (303) 987-2075  
Fax (303) 987-3188  
nadeauzone@yahoo.com

ROBERT C. MOORE  
Assistant to the PDGC  
Phone (303) 243-3137  
Fax (303) 987-3188  
rmoore@eschelon.com

MARK RUSS  
General Chairman  
Phone (303) 232-9244  
Fax (303) 987-3188  
chairmanmark@bigfoot.com

December 7, 2007

**TO ALL METRA MACHINIST EMPLOYEES:**

Attached hereto please find the final proposal from the Carrier which has been negotiated to address all matters pertaining to wages, benefits and working conditions. Please note that the proposal contains general wage increases and **no cost sharing provisions for health and welfare.**

Based on current trends in negotiations with the national freight Carriers I believe it is significant that the Carrier has agreed to no cost sharing for the health and welfare portion of this Agreement. It is important to note that the eastern commuter lines have provisions for cost sharing for health benefits stemming from the last negotiated agreements.

Furthermore the Carrier has agreed to convert to the IAM National Pension Fund beginning January 1, 2008 if the proposal is ratified. I believe this is a significant advantage to the members due to the growth of this pension fund plus the fact that it has been over funded for several years.

Also take note of the General Agreement Rules changes as they pertain to incremental vacation, bereavement leave and payment of banked sick days to survivors in the event of an employee's death.

The bereavement leave changes provide for **three work days leave** instead of three consecutive days as before which could include an employee's rest days. This addresses a problem which was the subject of a claim arbitrated with the Carrier, which we lost.

The additional provision for incremental vacation would allow an employee with two or more weeks of vacation to take up to two weeks a day at a time. This could have some advantage for those who utilize more vacation in one day increments.

All in all I believe this to be a fair proposal and certainly beyond what we thus far have been able to present to those in the freight sector. Given the recent problems with

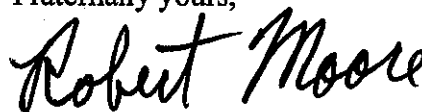
funding from the State of Illinois one could even say it is generous. However, under the policies and mandates of the IAM Constitution we have a democratic ratification process which requires that the members affected must vote to accept or reject proposals which affect wages, benefits and working conditions. Therefore I urge you to fill out the attached ballot and submit them back to your Local Lodges for tallying. Please separate the registration form from the ballot and submit it in a separate envelope of receptacle.

Whether you vote to accept or reject the proposal I urge you to vote to authorize a strike should the need ever arise. Under the IAM Constitution we must have at least a 65% vote for a strike to show support for any future activities. A no vote on the strike ballot could result in the Agreement being signed if the contract ballot is close.

I ask that you expedite this process as it is important to know the outcome prior to January 1, 2008.

With best wishes, I remain

Fraternally yours,



Robert Moore  
Asst. to the Pres./Dir. Gen. Chmn.  
District #19, IAM&AW

cc: File

AMENDMENTS: BEREAVEMENT  
WAGE INCREASES  
Supplemental Retirement  
VACATIONS (SPLIT 2ND. WEEK)  
Sick bank payout 97-2001 CONTRACT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the Northeast Illinois Regional Commuter Railroad Corporation (NIRC) and its employees represented by the International Association of Machinists (IAM), witnesseth:

**IT IS HEREBY AGREED:**

**Section 1. Cost of Living Adjustment:** Cost of living provisions as set forth in Appendix G of the General Agreement of December 16, 1987, as amended, shall be further amended by adding new measurement and adjustment dates as follows:

<b>Measurement Periods</b>		<b>Effective Date Of Adjustment</b>
<b>Base Month</b>	<b>Measurement Month</b>	
September, 2007	September, 2008	January 1, 2009
September, 2008	September, 2009	January 1, 2010
September, 2009	September, 2010	January 1, 2011
September, 2010	September, 2011	January 1, 2012
September, 2011	September, 2012	January 1, 2013

**Section 2. General Wage Increases:** (a) Effective July 1, 2008, all basic rates of pay in effect on June 30, 2008 for employees covered by the December 16, 1987 General Agreement, as amended, shall be increased in the amount of two (2.0) percent. **25.38**

(b) Effective July 1, 2009, all basic rates of pay in effect on June 30, 2009 for employees covered by the December 16, 1987 General Agreement, as amended, shall be increased in the amount of two (2.0) percent. **51¢ 25.89**

(c) Effective July 1, 2010, all basic rates of pay in effect on June 30, 2010 for employees covered by the December 16, 1987 General Agreement, as amended, shall be increased in the amount of three (3.0) percent. **78¢ 26.67**

(d) Effective July 1, 2011, all basic rates of pay in effect on June 30, 2011 for employees covered by the December 16, 1987 General Agreement, as amended, shall be increased in the amount of three (3.0) percent. **80¢ 27.47**

(e) Effective July 1, 2012, all basic rates of pay in effect on June 30, 2012 for employees covered by the December 16, 1987 General Agreement, as amended, shall be increased in the amount of three (3.0) percent. **82¢ 28.29**

(f) Rates of pay resulting from application of paragraphs (a), (b), (c), (d), and (e), above, which end in fractions of a cent, shall be rounded to the nearest whole cent: fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest whole cent.

**Section 3. Supplemental Retirement:** (a) The Carrier shall continue to make required employer paid deferred compensation payments as set forth pursuant to Section 5 of the June 1, 2005 Wage, Rule, and Benefit Agreement through the period ending December 31, 2007. It is understood that the Carrier's payments as provided for herein will be made at the presently agreed to rate of fifty-five cents (55¢) per straight-time hour in the usual and established manner.

(b) Effective January 1, 2008, the employer paid deferred compensation contribution as referenced in paragraph (a), above, shall be discontinued and the overall provisions of Section 5 of the June 1, 2005 Wage, Rule, and Benefit Agreement shall be eliminated in their entirety. In lieu thereof, a supplemental retirement plan shall be made available for the benefit of employees subject to and in service under the General Agreement of December 16, 1987, as amended, with such plan to be administered in accordance with the IAM National Pension Fund, National Pension Plan Trust Agreement, dated May 1, 1960, as amended.

(c) Coincident with the conversion to a pension plan arrangement as set forth above, the Carrier shall, beginning on the effective date of January 1, 2008, contribute to the Plan at the initial rate of fifty-five cents (55¢) for each hour for which a covered employee receives straight-time compensation, up to a maximum of 174 straight-time hours per month.

(d) Effective July 1, 2008, the pension plan contribution as set forth in paragraph (c), above, shall be increased to sixty cents (60¢) per each straight-time hour.

(e) Effective January 1, 2010, the pension plan contribution as set forth in paragraph (c), above, shall be increased to seventy cents (70¢) per each straight-time hour.

(f) Effective January 1, 2011, the pension plan contribution as set forth in paragraph (c), above, shall be increased to eighty cents (80¢) per each straight-time hour.

(g) Effective January 1, 2012, the pension plan contribution as set forth in paragraph (c), above, shall be increased to ninety cents (90¢) per each straight-time hour.

(h) Effective January 1, 2013, the pension plan contribution as set forth in paragraph (c), above, shall be increased to one dollar (\$1.00) per each straight-time hour.

**Section 4. Health and Welfare:** During the term of this Agreement, the Carrier shall remit in their entirety such premiums per qualifying employee as necessary to continue in force such nationally-negotiated Health and Welfare coverages as applicable to the Organization pursuant to its agreement with the National Carriers' Conference Committee; including specifically those coverages as currently provided under GA23000, GP12000, GA46000, R-5000 Supplemental Sickness, National Vision Plan, and Off-Track Vehicle Accident Plan.

**Section 5. General Agreement Rule Changes:** Effective with the date of this Agreement, the following Rules of the December 16, 1987 General Agreement, as amended, shall be further amended to the extent indicated below:

---

Add a new side letter regarding **Rule 50. Vacations**, to read as follows:

*In connection with the adoption of a Wage, Rule, and Benefit Agreement this date, it is understood in regard to **Rule 50. Vacations** that the following shall apply, effective January 1, 2008.*

1. *Employees subject to this Agreement who have qualified for more than one week of paid vacation may elect to split their vacation and take up to two weeks of vacation time in single day increments. The election to split vacation time must be made at the time vacations are assigned for the year. Accordingly, as an example, an employee entitled to four weeks of vacation during calendar year 2008 could elect, when vacations are scheduled in 2007, to split one week or two weeks of vacation for use one day at a time. The remaining two or three weeks of vacation, as the case may be, would be assigned in the normal manner.*

2. *Each split week of vacation will provide for five (5) single days of vacation.*
3. *Vacation time taken in single day increments will be requested and granted in a manner consistent with the procedures set forth under the December 16, 1987 General Agreement for requesting and granting personal leave. Specifically, single vacation days may be taken upon forty-eight (48) hours advance notice from the employee to the proper Carrier officer provided, however, such days may be taken only when consistent with the requirements of the Carrier's service.*
4. *Single vacation days will be paid for at the regular rate of the employee's position, or the protected rate, whichever is higher.*
5. *The Carrier will have the right to fill or not fill the position of an employee who is absent for a single day of vacation. The rules of the December 16, 1987 General Agreement will apply when the Carrier elects to fill the employee's position. The Carrier will have the right to distribute the work of the employee's position among other employees covered by the General Agreement.*
6. *During the first week of November of each year, the appropriate local Carrier officials and representatives of the Organization will meet to set the vacation dates for employees who have not taken all of their single vacation days for that calendar year.*
7. *At the end of each calendar year, all unused vacation days from an employee's split vacation time will be placed in the employee's Sick Leave Reserve Account and will be handled thereafter under the provisions of Rule 57(A). Sick Leave.*
8. *All other provisions regarding Rule 50 remain unchanged as specified in the General Agreement of December 16, 1987, as amended, and all existing practices with respect to the scheduling of vacations will continue to govern.*

*Please signify your concurrence in the space provided below.*

---

Amend **Rule 56. Bereavement Leave and Interpretations** to delete the rule in its entirety and replace with a new rule, to read as follows:

**RULE 56. BEREAVEMENT LEAVE AND INTERPRETATIONS.** *Bereavement leave, not in excess of three (3) consecutive work days, shall be allowed upon the death of an employee's spouse, child, brother, sister, parent, grandparent, grandchild, stepparent, stepparent-in-law, stepchild, or spouse's parent.*

*An employee absent from his assignment as a result of bereavement leave will be paid for eight (8) hours at the straight-time rate for his position for each day lost during bereavement leave. Employees will make provision for such leave with their supervising official in the usual manner. Any restrictions against blanking jobs or realigning forces shall not be applicable when an employee is absent under this provision.*

#### **INTERPRETATIONS**

Q-1: *What are an employee's options in deciding when to take bereavement leave?*

A-1: The employee may elect to commence the bereavement leave on the date of death or on any work day within ten (10) calendar days after the date of death. For example: when the death occurs on June 1, the employee could elect to commence the three bereavement days on June 1. The employee could also elect to commence the three days on any work day from June 2 through June 11.

Q-2: How will an employee's regular days off affect the "three consecutive work days" allowed for bereavement leave?

A-2: The "three consecutive work days" will be considered days on which the employee would otherwise have worked. For example: an employee who has a regular Monday through Friday assignment with Saturday and Sunday off would be eligible to take his three bereavement days on Thursday and Friday of one week and Monday of the following week. The employee's regular days off will not be considered in determining the three consecutive work days.

Q-3: When an employee exercises his rights in moving to a new assignment, but has not actually started working on the new assignment prior to taking bereavement leave, what assignment will be used as the basis for the employee's compensation for the bereavement days?

A-3: The employee will be allowed the same compensation he would have earned had he worked on the new assignment.

Q-4: Will a day on which an employee receives compensation under Rule 56 count as a qualifying day for purposes of holiday pay?

A-4: No. When an employee is absent for bereavement leave, however, it will be considered the same as being absent for vacation. Accordingly, the first work day preceding or following the bereavement leave, as the case may be, will be considered as the qualifying day for purposes of holiday pay.

Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister?

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister. However, the rule is applicable when a family relationship, as set forth in the Rule, is established through the legal adoption process.

Q-6: Does the three (3) work days allowance pertain to each separate instance, or do the three (3) work days refer to a total of all instances?

A-6: The Rule provides for employees to be allowed three (3) work days for each separate death. However, in all cases, the bereavement leave must commence within ten (10) calendar days of the date of death. For example, two grandparents of an employee die on June 1. The employee would be entitled to a total of six (6) bereavement days, which must commence no later than June 11.

---

Amend **Rule 57(A). Sick Leave** to add a new sentence between the first and second sentences of paragraph (b)(v)(1), to read as follows:

*In the case of the employee's death, such payment will be made to the employee's beneficiary.*

---

**Section 6. Effect of Agreement:** (a) The purpose and effect of this Agreement shall be to fix the general level of compensation, work rules and working conditions, and benefits during the period of this Agreement and is in settlement, in their entirety, of any Section 6 Notices or other proposals as may have been served by the Organization or the Carrier.

(b) This Agreement shall remain in effect through December 31, 2012 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) The parties to this Agreement shall not serve nor progress prior to April 1, 2012 (not to become effective until January 1, 2013) any notice or proposal to amend or change any provision or appendix of the December 16, 1987 General Agreement not amended or changed by this Agreement; this Agreement itself; or any other matters not covered thereby.

(d) This provision shall not preclude the parties from entering into agreements which are mutually accepted.

Signed at Chicago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**FOR INTERNATIONAL ASSOCIATION  
OF MACHINISTS:**

\_\_\_\_\_  
General Chairman

**FOR NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION:**

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Senior Director, Corporate Administration

\_\_\_\_\_  
Director, Labor Relations

APPROVED:

\_\_\_\_\_  
President and Directing General Chairman



# JOINT PLAN COMMITTEE

## THE RAILROAD EMPLOYEES NATIONAL HEALTH AND WELFARE PLAN

A. KENNETH GRADIA, CHAIRMAN  
NATIONAL CARRIERS' CONFERENCE COMMITTEE  
1901 L STREET, N.W.  
SUITE 500  
WASHINGTON, D.C. 20036-3514

ROBERT A. SCARDELLETTI, CHAIRMAN  
HEALTH & WELFARE COMMITTEE  
COOPERATING RAILWAY LABOR ORGANIZATIONS  
3 RESEARCH PLACE  
ROCKVILLE, MD 20850-3279



September 16, 2010

### **IMPORTANT HEALTH CARE REFORM INFORMATION AND PLAN CHANGES THAT MAY AFFECT YOU**

under

### **The Railroad Employees National Health and Welfare Plan**

Dear Railroad Employee:

On March 23, 2010, President Obama signed into law the Patient Protection and Affordable Care Act (the "Act"). Since that date several federal agencies have published Interim Final Regulations (IFRs) interpreting the provisions of the Act. The following summarizes important information you need to know.

#### **Grandfathered Status Disclosure**

The Joint Plan Committee considers the above referenced Plan to be a grandfathered health plan. As permitted by the Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted, but must comply with certain other provisions of the Act. For example, grandfathered health plans must comply with the elimination of lifetime limits on benefits and certain other consumer protections in the Act. However, being a grandfathered health plan also means that your Plan may not be required to include certain consumer protections of the Act that apply to other plans; for example, the requirement for the provision of preventive health services without any cost sharing.

If you have questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status, the Plan Administrator suggests that you contact your claims administrator by calling the Member Services phone number located on the back of your Member Identification Card, or:

For Aetna	1-800-842-4044
For Highmark Blue Cross Blue Shield	1-866-267-3320
For UnitedHealthcare	1-800-842-9905

You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). This Web site has a table summarizing which protections do and do not apply to grandfathered health plans.

Under the Act, grandfathered health plans, while exempt from some provisions of the Act, must still comply with certain health care reform requirements. Please read the information below **very carefully** in order to understand any impact of the Act/IFRs and the Plan's grandfathered status upon you and/or your family.

### **Removal of Lifetime Limits from the Plan**

Currently, your Plan contains a lifetime maximum benefit of \$1,000,000 per each individual, which includes any amounts paid under 1) the Comprehensive Health Care Benefit (CHCB); 2) Out-of-Network services under the Managed Medical Care Program (MMCP); or 3) Out-of-Network services for mental health care under the Mental Health and Substance Abuse (MHSA) Benefits. There is also a separate lifetime maximum benefit of \$100,000 per individual for Out-of-Network services for substance abuse care under the MHSA Benefits.

The IFRs issued to date require your Plan to eliminate these lifetime limits on the dollar amount of benefits for any individual, effective January 1, 2011.

Therefore, effective on that date, there will be no lifetime maximums imposed under the CHCB, MMCP or the MHSA benefits.

For any individual who has reached, or will reach, the lifetime maximum under the Plan prior to December 31, 2010, the lifetime maximum will no longer apply beginning on January 1, 2011. Therefore, the Plan will begin paying any claims incurred by that individual on or after January 1, 2011. Note, however, that any claims incurred prior to January 1, 2011 that were above the maximum will not be paid.

In addition, any individual who had previously reached the lifetime maximum under the Plan and is no longer enrolled in the Plan, or has opted-out of coverage, now has the right to re-enroll in the Plan during a special 30-day enrollment period which will run concurrently with the Plan's 30-day annual open enrollment period this year.

Please refer to the paragraph at the end of this letter regarding possible reversal/modification of this benefit change.

### **Addition of Certain Dependent Children to Age 26**

The IFRs require that your Plan extend certain dependent children coverage to age 26, regardless of student, marital, residence or financial dependence status of the dependent child. A 30-day special enrollment period must also be provided for children that are not currently enrolled in the Plan, or who are enrolled in the Plan but will lose their dependent eligibility on or before December 31, 2010, and who meet certain requirements.

**Coverage for any children added during this special enrollment period will be effective on January 1, 2011.** This special 30-day enrollment period will run concurrently with the Plan's 30-day annual open enrollment period this year.

In order to be eligible for this special enrollment, your child:

- Must not be currently enrolled in the Plan, or be currently enrolled in the Plan but will lose his/her dependent eligibility status on or before December 31, 2010; and
- Must be your married or unmarried child, under the age of 26, who is not eligible to enroll for coverage under an employer-sponsored group health plan, other than the group health plan of a parent.
  - A child is your natural child, your stepchild, your adopted child (including a child placed with you for adoption) and your child who is an Alternate Recipient under a Qualified Medical Child Support Order.
  - Your child does not have to be a student, reside with you or be financially dependent upon you.
  - Your child can be married and still qualify for coverage under the Plan. However, the Plan will not cover the spouse of your child.

**NOTE:** Only your child who meets the above definition can be added and have his/her coverage extended to age 26 for this special enrollment. While your grandchild may be eligible for coverage under the Plan, he/she is not impacted by the Act and the IFRs. Thus, a grandchild must continue to meet all other requirements for his/her coverage (unmarried, residing with you, reliance upon you for care and support, and be a full time

# JOINT PLAN COMMITTEE

## THE RAILROAD EMPLOYEES NATIONAL HEALTH AND WELFARE PLAN

A. KENNETH GRADIA, CHAIRMAN  
NATIONAL CARRIERS' CONFERENCE COMMITTEE  
1901 L STREET, N.W.  
SUITE 500  
WASHINGTON, DC 20036-3514

ROBERT A. SCARDELLETTI, CHAIRMAN  
HEALTH & WELFARE COMMITTEE  
COOPERATING RAILWAY LABOR ORGANIZATIONS  
3 RESEARCH PLACE  
ROCKVILLE, MD 20850-3279

September 16, 2010

Dear Railroad Employee:

### Your 2011 Health Benefit Choice Enrollment

It is time to consider the benefits you wish to have for you and your eligible dependents for the 2011 calendar year. Each benefit being offered for 2011 is briefly described in the "Comparison of Benefits Chart" included in this package. For more detailed explanations of the benefits being offered, please refer to your Summary Plan Description.

In addition to a choice of benefits, you also have a choice of health care companies to administer your benefits. **All of the health care companies provide the same benefits under the Plan.** You should make your choice based on which company you prefer. The enclosed enrollment form allows you to not only select the benefit plan you want, but also the company to administer it.

Instructions on how to locate participating providers through the Internet for each health care company are included in this package. If you have any questions, please call the health care company administering the benefits for which you are interested. The phone numbers for all the health care companies are listed on the Internet Instruction pages in this package.

### Important Changes that May Impact Your Enrollment

#### **Dependent Social Security Numbers (SSN) Required**

Federal Law now requires the reporting of Social Security Numbers (SSN) for covered dependents to the Centers for Medicare & Medicaid Services (CMS). In addition, if your covered dependent is eligible for Medicare, the Medicare Health Insurance Claim Number (HICN) is also required. You can refer to the enclosed documents named "How to Fill Out Your Enrollment Form & How to Fill Out Your Dependent Add Form" for more instructions. **Failure to provide your covered dependent(s)' Social Security Number(s) will result in his/her disenrollment on January 31, 2011.**

#### **Patient Protection and Affordable Care Act (the 'Act')**

The enclosed document named "Important Health Care Reform Information and Plan Changes that May Affect You" shows how this Act affects the coverage for you and your eligible dependents. This document discusses the:

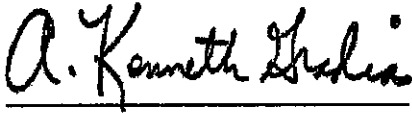
- **Grandfather Status Disclosure**  
This Plan is considered a 'grandfathered health plan.'
- **Removal of Lifetime Limits from the Plan**
- **Eligibility of Certain Dependents to Age 26**  
Refer to the enclosed "Dependent Definitions and Required Documentation" to view the new description of an eligible dependent and the verification materials required to add your dependent(s) to your coverage under the Plan. For your convenience, we have added a form, the "Dependent Add Form," specifically for the addition of these dependents who are not shown on your "Enrollment Form." **The addition of dependents between the ages of 19 and under age 26 who are not full-time students must be added within the 30-day Open Enrollment window. All materials need to be postmarked by November 3, 2010.**

These changes impact only medical coverage. The 'Act' does not impact the Dental and Vision coverages.

If you have any updates, your Enrollment Form and/or your Dependent Add Form and any required documentation must be postmarked by November 3, 2010 in order for any changes to be processed.

Questions regarding this letter or your benefits may be directed to Railroad Enrollment Services at 1-800-753-2692.

Sincerely,



A. Kenneth Gradia, Chairman



Robert A. Scardelletti, Chairman



## Finding UnitedHealthcare Network Providers & Contacting Us

---

---

Go online to [www.myuhc.com](http://www.myuhc.com) and hit enter or call 1-800-842-9905 for assistance finding a provider or hospital. (Note: If you are a registered user, do not login with your User Name and Password)

If you choose to go online, on the right hand side of the screen under **Links and Tools**, click on *Find Physician or Facility*.

### Select a Search Type

- Physician,
- a Hospital or Other Facility or
- Medical Equipment or Supplies

Click on the continue button at the lower right hand corner of your screen.

### Enter your Search Criteria

#### 1. Select the Type of Specialty (for physicians) or the Facility Type

- you may search by name, location or specialty,
- you may search by condition or procedure,
- you may search by UnitedHealthcare Premium Physicians, or
- you may search by NCQA Recognized Physicians.

Click on the continue button at the lower right hand corner of your screen.

#### 2. Select a Plan

UnitedHealthcare uses different names within its web site for your health plans:

- If you are looking for providers in the **Managed Medical Care Program (MMCP)**, select the "UnitedHealthcare Choice Plus" plan.
- If you are looking for providers in the **Comprehensive Health Care Benefit (CHCB) network**, select the "UnitedHealthcare Options PPO" plan.

#### 3. Select Specialty

- Select the specialty.

Click on the continue button at the lower right hand corner of your screen.

#### 4. Refine your Search by location

- Refine your search by inserting the miles you are willing to travel from a specific location and insert that location. By answering the questions on the screen you help narrow your desired results (e.g. how many miles are you willing to travel, is there a specific hospital affiliation you desire, is there a language preference, etc).

Click on the continue button at the lower right hand corner of your screen.

### View your results

- You may continue to refine your results or make another search.

---

---

If you have questions, call UnitedHealthcare's Member Services at 1-800-842-9905.





## BlueCard<sup>®</sup>

---

### Doctor & Hospital Finder

You may call 1-866-267-3320 toll free for assistance or go online to [www.bcbs.com](http://www.bcbs.com) to find a provider or hospital.

- ✓ On the right side of the main page you will see a list of links. Click Find a Doctor or Hospital. This will take you to a form.
- ✓ If you have an identification card, enter the alpha prefix from your card and click on Continue. (The alpha prefix is the first three characters of your identification number). Based on your alpha prefix, the website will know what network you are enrolled in (i.e. MMCP or CHCB).
- ✓ If you do not have an identification card or alpha prefix, click on Guest and Continue. Select the network you wish to search. If you are looking for Managed Medical Care Program (MMCP), select the PPO network. If you are looking for Comprehensive Health Care Benefit (CHCB) providers, select the Traditional network, then click on Continue.
- ✓ **IMPORTANT NOTE FOR WYOMING RESIDENTS:** You must contact customer service at 1-866-267-3320 toll free (Monday through Friday 8:00 am -8:00 pm EST) for assistance locating a doctor or hospital.
- ✓ A new form will be displayed. You have three options here:
- ✓ If you know the city and state, or zip code you are looking for, enter it in the Location field.
- ✓ If you know the name of the provider, you can enter it in the Last Name field.
- ✓ Or, you can search by the Specialty Category of the provider.
- ✓ Once you have chosen your search criteria, then click on Next.
- ✓ A new form will be displayed. You have additional search options here.
- ✓ Now you will be asked if you prefer to search by specialties, street address, distance from your location, or gender preference.
- ✓ Almost done! Click Get Your Results at the bottom of the page.
- ✓ You will need to scroll down a little on this page to view either a listing of Providers (listed by distance from the zip code), or the listing of the name of the specific Provider you searched for. This screen is printer friendly.

**Important Note:** When making an appointment, always ask if your provider is still participating in your plan. To order hard copy directories, or to contact a member service representative, please contact Highmark Blue Cross Blue Shield at the toll free number 1-866-267-3320.

NO 149A IF-007 VE

# Opt-Out Option 1 Highlights

(Opt-Out Option 1 on your Enrollment Form)

---

---

## Eligibility:

To be eligible to select the Opt-Out Option 1 Plan, you must have medical, mental health/substance abuse and prescription drug coverage for yourself (except with respect to on-duty injuries) and your dependents under a group health plan or health insurance policy other than any one of the following plans:


- The Railroad Employees National Health and Welfare Plan,
- The National Railway Carriers and United Transportation Union Health and Welfare Plan or
- The Railroad Employees National Early Retirement Major Medical Benefit Plan

Coverage with a hospital association (for example the UPREHS) is considered coverage with one of the above plans and doesn't make you eligible to select Opt-Out Option 1. You need to have health coverage with another health care company through your spouse or other health care plan for yourself and dependents (for example: coverage through Tricare).

## Highlights

If you elect the Opt-Out Option 1 Plan, here is important information you need to know:

- You will not be required to make the monthly cost sharing contribution for group health coverage under any of the above health plans.
- The above health plans **will not pay** health care expenses for you (except for on-duty injuries) or for your spouse or any dependents for all of 2011.
- Even if you opt-out of medical benefits, you are still covered for:
  - health care benefits for your on-duty injuries;
  - your life and accidental death and dismemberment benefits;
  - dental benefits for you and your dependents under the Railroad Employees National Dental Plan; and
  - vision benefits for you and your dependents under the Railroad Employees National Vision Plan.

- 
- Your election to opt-out is good for all of 2011. You can revoke this option only under special limited circumstances. See your Summary Plan Description for details about this.
  - If you opt-out of benefits, you will receive a Confirmation Statement indicating that your opt-out election has been received and processed. If you do not receive a confirmation statement by January 1, 2011, contact Railroad Enrollment Services at 1-800-753-2692 before February 1, 2011. If you do not call before February 1st, you can not opt-out of benefits for 2011.

These are only highlights on this option. Full details about the effects of electing to opt-out of benefits are explained in your Summary Plan Description (SPD). Be sure to read the SPD and understand the consequences of your election before you make your decision about benefits for the next year.

## Opt-Out Option 2 Highlights

(Opt-Out Option 2 on your Enrollment Form)

### Eligibility:

To be eligible to select the Opt-Out Option 2 plan, your spouse must be employed by a participating rail carrier and covered for dependent health care benefits under one of the following health plans:

- The Railroad Employees National Health and Welfare Plan,
- The National Railway Carriers and United Transportation Union Health and Welfare Plan or
- The Railroad Employees National Early Retirement Major Medical Benefit Plan

### Highlights:

If you are eligible and you elect the Opt-Out Option 2 benefit, here is some important information you need to know:

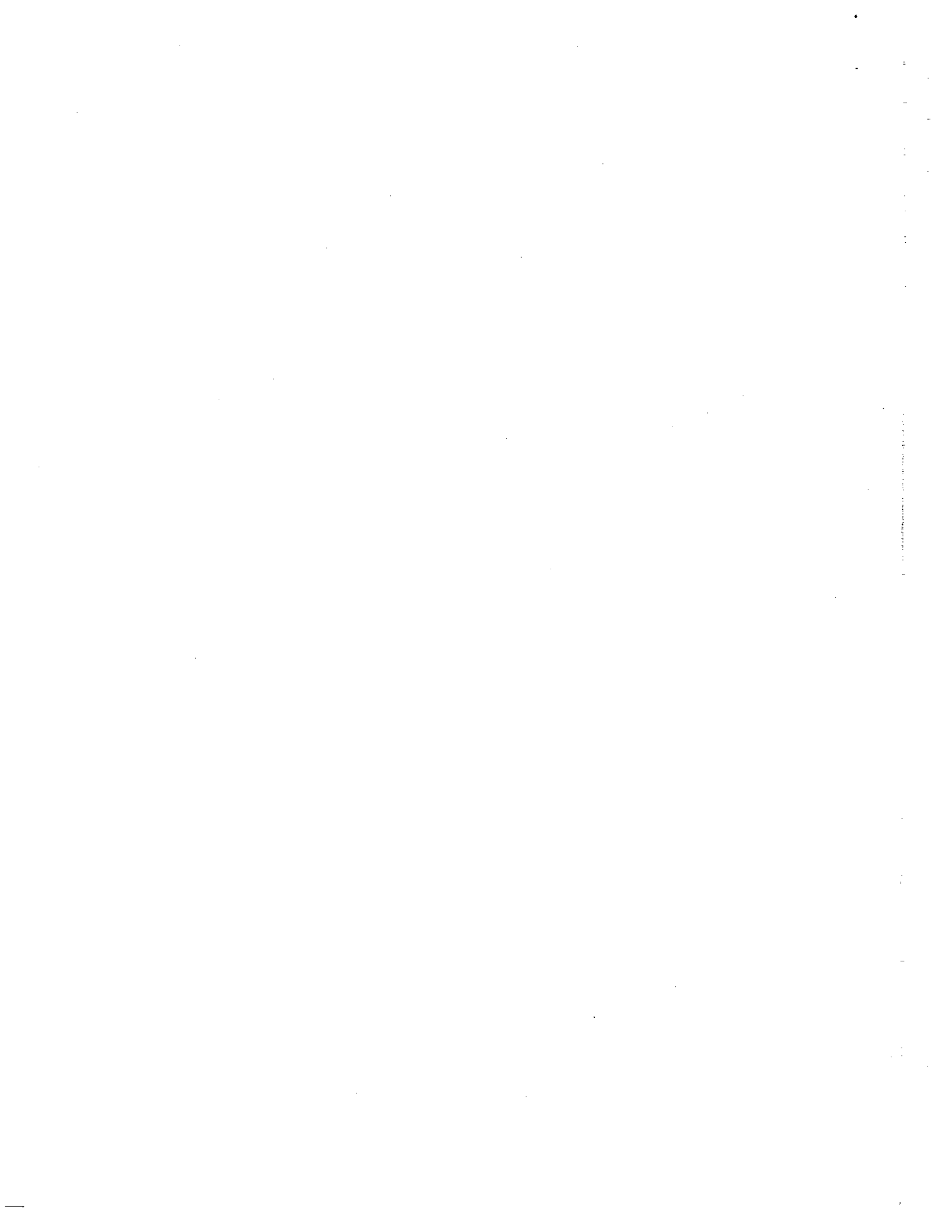
- You are covered for medical, mental health/substance abuse and prescription drug coverage for yourself under your plan and under your spouse's plan. You need to list yourself and your dependents with your spouse. Hospital Association employees who select the Opt-Out Option 2 are actually opting out of employee coverage under the Hospital Association Plan, coverage for this employee will be as a dependent under the spouse's plan.
- **Note:** If both you and your spouse are employees represented by one of the participating unions, only the spouse whose birthday is earlier in the calendar year may select the Opt-Out Option 2 plan.
- Only your spouse will be required to make the monthly cost sharing contribution for group health coverage under any one of the above health plans, if applicable.
- Your election to opt-out is good for all of 2011. You can revoke this option only under special limited circumstances. See your Summary Plan Description for details about this.
- If you select the Opt-Out Option 2 benefits, you will receive a Confirmation Statement indicating that your opt-out election has been received and processed. If you do not receive a confirmation statement by January 1, 2011, contact Railroad Enrollment Services at 1-800-753-2692 before February 1, 2011. If you do not call before February 1st, you can not opt-out of benefits for 2011.

These are only highlights on this option. Full details about the effects of electing to opt-out of benefits are explained in your Summary Plan Description (SPD). Be sure to read the SPD and understand the consequences of your election before you make your decision about benefits for the next year.

## Managed Medical Care Program (MMCP) Summary of Benefits

Program Features	MMCP Benefits	
	In-Network	Out-of-Network <sup>1</sup>
Annual Deductible <sup>2</sup>	None	\$300 Individual \$900 Family
Annual Out-of-Pocket Maximum <sup>2</sup>	\$0	\$2,000 Individual <sup>3</sup> \$4,000 Family <sup>3</sup>
Lifetime Benefit Maximum	Unlimited	Unlimited
Substance Abuse Maximum	Unlimited	Unlimited
Coordination of Benefits	Yes	Yes
Medical Management <sup>4</sup>	Responsibility of physician	Responsibility of employee <sup>4</sup>
Services	Benefits	
Inpatient Hospital	MMCP pays 100%	MMCP pays 75% after deductible is met
Outpatient Hospital	MMCP pays 100%	MMCP pays 75% after deductible is met
Same-day Surgery	MMCP pays 100%	MMCP pays 75% after deductible is met
Emergency Care Facility	You pay \$25 per visit	MMCP pays 75% after deductible is met
Urgent Care Facility	You pay \$25 per visit	MMCP pays 75% after deductible is met
Skilled Nursing Facility	MMCP pays 100% up to 60 days per calendar year	MMCP pays 75% up to 60 days per calendar year after deductible is met
Physician & Other Health Care Provider Services		
Office Visit to Primary Care Physician (PCP)	You pay \$20 per visit	MMCP pays 75% after deductible is met
Office Visit to Specialist	You pay \$35 per visit	MMCP pays 75% after deductible is met
PCP Routine Physicals/Preventative Care /Well Child	You pay \$20 per visit	Not Covered
Hospital Visits	MMCP pays 100%	MMCP pays 75% after deductible is met
Diagnostic Tests	MMCP pays 100%	MMCP pays 75% after deductible is met
Surgery/Anesthesia	MMCP pays 100%	MMCP pays 75% after deductible is met
Hospice Care	MMCP pays 100% Up to \$3,000	MMCP pays 75% Up to \$3,000 after deductible is met
Home Health Care	MMCP pays 100%	MMCP pays 75% Up to 40 visits per year after deductible is met
Prescription Drugs	<b>Retail:</b> \$10 Generic \$20 formulary brand \$30 non-formulary brand  <b>Mail Order:</b> \$20 Generic \$30 formulary brand \$60 non-formulary brand	75% of R&C (reasonable & customary)

1. See Summary Description of Benefits for an explanation of when a service is out-of-network
2. The individual and family deductible and the individual and family out-of-pocket maximum are applied to all expenses incurred for medical, mental health and substance abuse, for both in-network and out-of-network expenses.
3. This excludes deductibles, or co-payments made for office or emergency care facility visits under MMCP or co-payment for prescription drugs under the Plan's Managed Pharmacy Services Benefit.
4. Medical management is the division in each health care company that you must notify in advance for certain services in order to maximize your benefits. Medical management must be notified before certain services are rendered or your benefit will be reduced by 20%.



# HOW TO FILL OUT YOUR ENROLLMENT FORM

Your Enrollment Package should have a minimum of two forms enclosed for you to fill out.

## The Enrollment Form and The Dependent Add Form

- ❖ The **Enrollment Form** is designed so you can select your benefit choice for the 2011 year and provide us with any demographic changes on your information or the information on any existing dependents (e.g. address changes, supply dependent social security numbers, correct birth dates, etc).

The enclosed **Enrollment Form** shows the benefits you currently have (in block 3) and information on record for yourself and your dependents. **You need to return this form ONLY if:**

1. You want to change benefits for 2011.
2. You want to opt-out of benefits for 2011 (even if you opted-out of benefits for 2010, you need to select the opt-out benefit again).
3. You need to change or delete information about yourself or one of your dependents. If there have been changes in your family (other than adds) that are not shown on this form, please provide divorce decrees, and/or SSNs. Review the enclosed **Dependent Definitions and Required Documentation** insert for more details.
4. You need to provide SSN or HICN for one or more of your dependents. If the SSN is already shown on Plan records, the words 'ON FILE' will appear under the dependent name. If 'ON FILE' does not appear under the dependent's name, please provide all nine digits of the dependent's SSN under the dependent's name. Otherwise, this dependent will be disenrolled effective January 31, 2011.
5. The relationship code is incorrect for any given dependent. There are new relationship codes at the dependent level and these new codes reflect the relationship and the gender of the dependent. Below is a table showing what each code means.

Relationship Code	Relationship	Gender
H	Husband	Male
W	Wife	Female
D	Daughter	Female
S	Son	Male
GD	Granddaughter	Female
GS	Grandson	Male
OF	Other *	Female
OM	Other *	Male

\* For example, these include step-grandchildren, nieces, nephews, etc.

\* See the enclosed **Dependent Definitions and Required Documentation** for more information on who you can cover.

6. If box number 4 on the **Enrollment Form** says: 'You must select a new Plan Choice for next year, please check one below.' Please make a change or re-select the opt-out choice.

### You do not need to return the Enrollment Form if:

- You want to keep the same benefits you have now for 2011 (unless you wish to opt-out again) and
- the information listed on the form for you and your dependents is correct and all required information has been provided and
- box number 4 on the **Enrollment Form** does not say 'You must select a new Plan Choice for next year, please check one below.'

## HOW TO FILL OUT YOUR DEPENDENT ADD FORM

Your Enrollment Package should have a minimum of two forms enclosed for you to fill out.

The **Enrollment Form** and  
The **Dependent Add Form**

- ❖ The ***Dependent Add Form*** is designed strictly for adding dependents to your Plan during the 30-day enrollment period who are not already listed on the enclosed Enrollment Form.

Please refer to the enclosed **Dependent Definitions and Required Documentation** document for the definitions of an eligible dependent and the list of documents required in order to add dependents to your plan.

You need to return your ***Dependent Add Form*** only if you are adding a new dependent(s) to your Plan.

If you are adding new eligible dependents, please fill out all the required information.

- Provide first and last name of the dependent to be added
- Provide the Social Security Number
- If your dependent is Medicare eligible, provide the Medical Health Insurance Claim Number
- Provide the birth date of the dependent
- Indicate the relationship of this dependent to you (e.g. son, grandson, husband, etc.)
- Provide the mailing address of the dependent if different than yours.
- Please read the information at the bottom of the Dependent Add Form. Check the box if the statement is true. Dependents being added cannot be eligible to enroll in an employer-sponsored group health plan.
- Sign and Date the form.
- Please provide copies of the required documentation such as marriage certificates, birth certificates, adoption papers, etc.

**Note: Your dependents will not be added to your plan for coverage if you fail to provide the required information and required documentation within the 30-day enrollment period. The completed form and required materials must be postmarked no later than November 3, 2010.**

# Free Wellness Programs Available!

Reap the benefits of a healthier lifestyle with the Wellness Programs the National Railroad Health Plans have made available to you and your dependents. At no **additional cost**, you have access to a smoking cessation program and a healthy weight program.

Smoking and excess weight are substantial health risks that take a staggering toll on our lives and resources. Tens of thousands of smokers die every year from lung cancer. Deaths and costs from other cancers known to be caused by smoking, such as pancreatic, larynx, bladder, cervix, stomach and kidney cancer, or related heart and lung disease add thousands more to the mortality figures. Excess body weight is also associated with a host of serious health problems including heart disease, Type II diabetes, high blood pressure, and high cholesterol. The medical costs for treatments associated with smoking and excess weight are astronomical - an estimated \$75 billion annually just for tobacco-related illness. This results in substantially higher costs for every health insurance plan, including your own.

What is particularly troubling is that illness brought on by smoking and obesity is in large part preventable, and so is the human suffering and expense that is a part of it. That's why the National Railroad Plans want to join forces with you by offering the means to fight the powerful addiction that accompanies tobacco use, as well as the frustration that inevitably results from unsuccessful dieting. These two new programs provide tools to assist members who have an interest in better health, all at no cost to members.

The **smoking cessation program** includes motivational on-line and telephonic personal coaching, nicotine replacement therapy (gum, lozenges or patch) and support for up to six months. And if you don't quite quit or relapse, you can try again at no cost to you as many times as it takes. Because of certain risks that may apply to juvenile members, nicotine replacement therapy is not available to members under the age of eighteen.

The **healthy weight management program** emphasizes good nutrition and increased exercise. A key objective is to reduce body mass index (BMI) which is a strong indicator of healthy weight. Weight loss counseling includes access to registered nurses, weight loss therapists and nutritionists.

Make a commitment to proven steps that lead to longer, better living by completing a free, completely confidential, health risk appraisal available through your benefit administrator. Such an appraisal can provide immediate feedback on individual risk profiles and can be used to create individually tailored health improvement strategies. No one other than you and your health care coach will ever have access to your information.

The contact information for your benefit administrator under the National Railroad Health Plans is:

- Aetna - 1.800.842.4044 ([www.aetna.com](http://www.aetna.com))
- Highmark Blue Cross Blue Shield - 1.866.267.3320 ([www.highmarkbcbs.com](http://www.highmarkbcbs.com))
- UnitedHealthcare - 1.877.201.4840 ([www.myuhc.com](http://www.myuhc.com))

Good luck and best wishes for success on your way to better health.



**Dependent Definitions and Required Documentation**

**IF PROVIDING DOCUMENTATION, SEND PHOTOCOPIES ONLY. WE WILL NOT RETURN MATERIALS.**

Below are the definitions of an Eligible Dependent according to The Railroad Employees National Health and Welfare Plan and the National Railway Carriers and the United Transportation Union Health and Welfare Plan. When adding new dependents, please provide the information requested. If there are forms mentioned in this notice that you need or if you need assistance, please call Railroad Enrollment Services at 1-800-753-2692.

**Husband or Wife**

**Who can be covered:** the employee's husband or wife. **Note: Same sex spouse and/or domestic partners are not eligible for coverage.**

**How to show eligibility:** Submit one of the following:

**(a) For a ceremonial marriage (between a man and a woman),**

- √ A copy of your marriage certificate.
- √ Your spouse's social security number. If your spouse is Medicare eligible, the Medicare Health Insurance Claim Number (HICN) is also required.

**(b) For a common law marriage (between a man and a woman),**

*(Acceptable only if you live in a state that recognizes common law marriage):*

- √ Statement Regarding Common Law Marriage form signed by both parties
- √ An Application for Coverage of Common Law Husband or Wife form signed by both parties
- √ The proof of joint habitation, such as:
  - A lease or mortgage in both parties' names
  - A vehicle registration in both parties' names
  - A copy of last year's federal tax form 1040 showing you filed a joint tax return
- √ Your spouse's social security number. If your spouse is Medicare eligible, the Medicare Health Insurance Claim Number (HICN) is also required.

**Your children under the age of 26**

**Who can be covered:** Your married or unmarried natural children, stepchildren, adopted children (including children placed with you for adoption) and children who are Alternate Recipients under a Qualified Medical Support Order. Your children do not need to be living with you in order to be eligible for coverage.

**Note:** Children age 19 but under age 26 cannot be eligible to enroll in an employer-sponsored group health plan other than a group health plan of the parent.

**How to show eligibility:** Submit one of the following for:

**(a) Natural child or step-child**

- √ A copy of the child's birth certificate identifying the parents
- √ If you are not identified as a parent on the child's birth certificate, submit, in addition to the birth certificate, a paternity test showing you are the parent, or a court order declaring you are the parent

Dependent Definitions continued...

- √ In the case of a stepchild, records that show your wife or husband is the child's biological or adoptive parent. This would include the child's birth certificate or an adoption decree, accompanied by a marriage certificate or *Statement Regarding Common Law Marriage* form or a paternity test showing your husband or wife is the child's parent.
- √ If you do not have a birth certificate for the child, you may submit a birth registration notice from the hospital, on hospital letterhead, acknowledging the birth of the child. This registration must include all of the following:
  - Father's and Mother's names,
    - ... For your natural child, one of these names must be yours
    - ... For a stepchild, one of the names must be your spouse's name.
  - Child's name,
  - Birth date,
  - The signature of the attending physician or hospital official,
- √ Your child's social security number. If your child is Medicare eligible, the Medicare Health Insurance Claim Number (HICN) is also required.

(b) Adopted child

- √ A copy of the child's birth certificate or a birth registration notice (see above) and either:
  - A copy of the court order declaring the child's adoption. This decree must have a judge's signature or a court stamp showing it has been filed; or
  - If the adoption is not finalized, a copy of the application for adoption signed by all parties and by a representative of the court or state agency handling the adoption certifying that the child has been placed with you for adoption.
- √ Your child's social security number. If your child is Medicare eligible, the Medicare Health Insurance Claim Number (HICN) is also required.

**Note: If you are eligible to participate in the National Dental Plan and National Vision Plan, the Act has no impact to those plans. Full-time student information is still required to maintain coverage under these plans if the unmarried child is age 19 but under 25 years of age.**

Need to submit any one of the following to show student status:

- A copy of the child's registration for the current semester
- A copy of the class schedule for the current semester
- A letter from the school's registrar office certifying full-time enrollment
- A receipt for tuition for the current semester

The documentation must show:

- Student's name,
  - The number of credit hours for which the child is enrolled,
  - The semester for which the child is enrolled, and
  - The name of the school.
- √ Your child's social security number. If your child is Medicare eligible, the Medicare Health Insurance Claim Number (HICN) is also required.

Dependent Definitions continued...

**Your unmarried grandchild under the age of 19**

**Grandchild** who is unmarried and under the age of 19 has his/her legal residence with you and is dependent for care and support mainly upon you and wholly, in aggregate, upon himself/herself, you, your spouse, scholarships, and the like, and governmental disability benefits and the like.

**How to show eligibility:** Submit the following for:

- √ A copy of the child's birth certificate or birth registration notice, and either:
  - A copy of the court order, if one has been issued, awarding guardianship of the child to the employee or the employee's wife or husband, or
  - In the absence of a court order, a current federal tax statement claiming the dependent, or
  - *The Statement of Child's Unmarried Status, Residence and Dependency* form signed by you.
- √ Your grandchild's social security number. If your grandchild is Medicare eligible, the Medicare Health Insurance Claim Number (HICN) is also required.

**Your unmarried grandchild between 19 and 25 Who are Full-Time Students**

**Grandchild** who is:

- √ A registered student in regular full-time attendance at an accredited school, and
- √ Is dependent for care and support mainly upon you, and wholly, in aggregate, upon himself/herself, you, your spouse and scholarships and the like, and
- √ Have his/her legal residence with you.

**How to show eligibility:** Submit the following:

- √ The same documents listed for "Your Unmarried Children under the age of 26" to show the parent-child relationship, and
- √ Any one of the following to show student status:
  - A copy of the child's registration for the current semester
  - A copy of the class schedule for the current semester
  - A letter from the school's registrar office certifying full-time enrollment
  - A receipt for tuition for the current semester

The documentation must show:

- Student's name,
  - The number of credit hours for which the child is enrolled,
  - The semester for which the child is enrolled, and
  - The name of the school.
- √ Your grandchild's social security number. If your grandchild is Medicare eligible, the Medicare Health Insurance Claim Number (HICN) is also required.



Dependent Definitions continued...

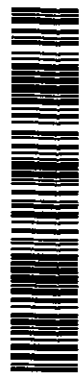
**Your unmarried children 26 and over or Your unmarried grandchildren 19 and over Who are Disabled**

**Who can be covered:** Your unmarried natural children, stepchildren, adopted children (including children placed with you for adoption), children who are Alternate Recipients under a Qualified Medical Support Order who are age 26 and over or your unmarried grandchildren who are age 19 or over who:

- √ Are wholly dependent on you for care and support, mainly upon you, and wholly, in aggregate, upon themselves, you, your spouse, and governmental disability benefits and the like, and
- √ Have a permanent physical or mental condition that began prior to age 19, and
- √ Are unable to engage in regular employment, and
- √ Have their legal residence with you

**How to show eligibility:** Submit the following:

- √ The same documents listed for “Your children under the age of 26” or “Your unmarried grandchild under the age of 19” to show the parent-child relationship and
- √ A *Physician’s Statement of Disabling Condition* form completed and signed by your child’s Physician, and
- √ Your child’s or grandchild’s social security number. If your child or grandchild’s is Medicare eligible, the Medicare Health Insurance Claim Number (HICN) is also required.



student between 19 and 25). Please consult your Summary Plan Description for more details on these requirements.

If you have a dependent child currently enrolled in the Plan who will not lose his/her dependent eligibility prior to January 1, 2011, you will not need to add this child during this special enrollment period. Coverage will automatically be extended up to age 26 for that child if he/she is your natural child, stepchild, adopted child (including a child placed with you for adoption) or your child who is an Alternate Recipient under a Qualified Medical Child Support Order, and he/she is not eligible to enroll for coverage under an employer-sponsored group health plan, other than the group health plan of a parent.

If your child was enrolled in the Plan and his/her coverage ended, or if you have a child that was denied coverage or was not otherwise eligible under the Plan previously due to age, you may now enroll this child if he/she meets the requirements set forth in this Notice. Also, if your child currently has COBRA continuation coverage due to the fact that he/she no longer met the eligible dependent definition under the Plan at that time, you may now obtain coverage for your child without COBRA as long as he/she meets the requirements set forth in this Notice. You will need to include these children on the Dependent Add Form as part of the special enrollment.

If you are not currently enrolled in the Plan because you have previously opted-out of coverage, you may enroll for coverage for yourself and your eligible dependent children during this special enrollment period.

To enroll any child who may now be eligible as a result of the Act, you must:

- Complete the enclosed Dependent Add Form, including the child's name, date of birth, relationship to employee, home mailing address, social security number and, if applicable, his/her Medicare Health Insurance Claim (HIC) Number;
- Check the box on the Dependent Add Form to verify that any child you are enrolling under the Plan is not eligible to enroll for coverage under any other employer-sponsored group health plan, other than the group health plan of a parent;
- Sign and date the Dependent Add Form;
- Gather the required Dependent Verification Documentation (see enclosed document for further information); Note: For any dependent to be added under this special enrollment that was covered under the Plan in 2009 or later, and whose coverage ended because they no longer met the dependent eligibility requirements, you do not need to provide verification documentation. If your eligible dependent was never covered under the Plan in 2009 or after, verification documentation is required.
- Mail the completed Dependent Add Form and copies of the appropriate Dependent Verification Documents in the envelope provided. If you are using an envelope other than the one provided with this package, please use the following address:

Railroad Enrollment Services  
P.O. Box 30601  
Salt Lake City, UT 84130-0601

- **The completed Dependent Add Form and other required materials must be postmarked no later than November 3, 2010 in order to have them covered by your Plan.**

Once your child is enrolled in the Plan, he/she will be covered beginning January 1, 2011 until the end of the day immediately preceding his/her 26<sup>th</sup> birthday, provided your child continues to meet the eligibility

requirements stated above, and he/she does not become eligible to enroll in another employer-sponsored group health plan coverage (other than a parent's) prior to this date.

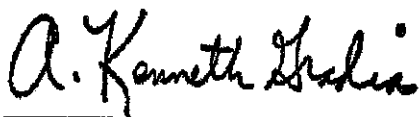
If your child becomes eligible for employer-sponsored group health plan coverage, you should immediately contact Railroad Enrollment Services at 1-800-753-2692. Note also that you will be required to certify that all of your dependents are still eligible for coverage under the Plan each year during open enrollment.

Please refer to the next paragraph regarding possible reversal/modification of this coverage change.

\*\*\*\*\*

The Plan changes described above, namely, the removal of lifetime limits and the addition of certain dependent children to age 26 may not be permanent. They will remain in effect only so long as required by the Act as interpreted by applicable agency regulations. The interpretations of the Act set forth in the IFRs issued to date do impose those requirements. They, along with other changes mandated by the IFRs, may, however, be reversed or modified by future agency action, judicial decision or legislation. In that event, your Plan will incorporate the terms and conditions of such reversal or modification, effective as soon as practicable after it occurs.

Sincerely,



A. Kenneth Gradia, Chairman



Robert A. Scardelletti, Chairman



## FMLA Q&A

IT SHOULD BE NOTED THAT THIS A SHORT QUESTION AND ANSWER REFERENCE, AND NONE OF THESE ANSWERS SHOULD SUPERCEDE THE FORMAL METRA FMLA POLICY.

**1. How much FMLA time can I take?**

*Up to 12 weeks or 480 hours, per employee per rolling year.*

**2. How does an employee qualify for FMLA?**

*The employee must have worked for METRA for 1 yr.*

*The employee must have worked at least 1250 hours in the past year.*

*It must be for themselves or for a qualifying family member.*

*The diagnosis must be a qualifying event under FMLA. (the seasonal flu, plastic surgery etc. are NOT covered)*

**3. Is FMLA paid time off?**

*No, FMLA is unpaid. However, FMLA permits an eligible employee to choose to substitute accrued paid leave for FMLA leave.*

**4. If it is unpaid leave, why do I need FMLA?**

*FMLA is a leave that protects your assignment while out on leave. Meaning: an employee cannot be disciplined for properly using the FMLA covered time off. Employees are still subject to departmental attendance policies, such as call in policies etc. Therefore, we suggest employees communicate with their supervisors if there are any questions regarding the departmental attendance policies.*

**5. If I want to use my own paid time off, why do I need FMLA?**

*FMLA provides certain protections under the law. If an employee is out for 3 days or longer for an FMLA qualifying event, that time will be charged against the FMLA allotment. As long as the employee is out due to a qualifying event, the employee must apply for and use their allotted FMLA time. Additionally, the employee may need to see our company doctor in order to return to work, if the FMLA is for the employee's own medical condition.*

**6. For which family members can I qualify for FMLA?**

*Self, mother, father, spouse, children 17 yrs or younger or who are incapable of self-care & qualifying military family members. In-laws, sisters, brothers, children 18 & over and friends are NOT covered under FMLA. Proof of relationship may be required.*

**7. What is considered a serious health condition?**

*A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.*

**8. What is a rolling year?**

*The rolling year begins the date the employee is approved for FMLA and ends the day before that date next year. Example: 1/1/2009 – 12/31/2009*

**9. Can I have more than one leave per rolling year?**

*Yes*

**10. What if I need more time than the allotted 12 weeks or 480 hours?**

*If the employee is on a continuous leave for themselves, they will automatically roll into a Medical Leave of Absence (MLOA). If the employee has intermittent FMLA and they run out of the allotted time, they will have to wait until their rolling year is up to reapply.*

**11. What do I do if my FMLA is going to expire or needs to be renewed?**

*It is the employee's responsibility to provide documentation from his/her health care provider if the employee needs to renew or extend his/her FMLA **BEFORE** the leave expires. If the employee allows the leave to expire, the FMLA may not be approved retroactively and that time will not be covered under FMLA. Also, if the employee allows the leave to expire, he/she must follow department procedures for protecting his/her assignment until he/she receives a letter from the medical department that the leave has been extended or renewed.*

**12. What is the process for coming back to work after being out on leave?**

*In order to return to work after being out on a leave, the employee needs to do the following things:*

- 1. Provide a release from his/her treating doctor, stating that he or she can return to work on said date, as well as "no restrictions." If the employee is released with restrictions, those restrictions need to be stated on the release. Note: the restrictions must be approved by the employee's department in order to come back to work.*
- 2. The Medical Department needs a copy of the release in order to set up a Return to Work Evaluation with the company doctor.*
- 3. The employee will be set up to see the company doctor the same date as his/her treating doctor releases him or her, unless the release date is a Sunday.*
- 4. If and when the company doctor releases the employee, he or she will then immediately return to his or her location ready to work or mark up if on the call board.*

**13. If I have more than one leave, am I allotted more time than the 12 weeks?**

*No matter how many FMLA leaves an employee has, the allotment is the same – 12 weeks or 480 hours per rolling year per employee*

**14. What if I am having surgery, but the surgery date has not been scheduled yet? Do I still have to follow the 15 day policy of returning the FMLA packet?**

*You have 2 options:*

*A: Have your doctor fill out the entire packet as if the surgery date has been scheduled. The doctor needs to fill out the diagnosis, the approximate time off and, if needed, a frequency and duration of time off needed after returning to work. The doctor should write that the surgery has not been scheduled yet. When the surgery is scheduled, the medical department needs that information in writing from your doctor. This needs to be sent to the medical department before going out for surgery.*

*B: Hold onto your FMLA packet until the surgery is scheduled, even if it is past the 15 day return policy. However, the paperwork **must** be returned **before** the surgery date. **Make sure you contact the Medical Department at x 8915 with any questions.***

**15. What can my supervisor ask me when I call in?**

*Your supervisor can ask you attendance-related questions, such as "Is this an FMLA related absence?" and whether or not the absence is for a medical appointment, treatment, or episode (Reminder: employees are still subject to their department's attendance policies, even if covered under FMLA).*

**16. If an employee is pregnant and her husband also works for Metra, do they both get a set of 12 weeks FMLA?**

*No. The couple must split the 12 weeks between the 2 of them.*

Please refer to the Metra FMLA Policy for further details. If you have any questions about FMLA, please contact the FMLA Coordinator at x 8915.





# EMPLOYEE INCIDENTAL INJURY/ILLNESS REPORT

This form is to be used when medical attention is not needed.

#

- RID     Trans.
- MWD    Engr.
- MED    Mech.
- CORP    Tckts.
- Mat.Mgmt.

Employee Name (print): \_\_\_\_\_ I.D.#: \_\_\_\_\_

Type of Injury \_\_\_\_\_

Describe Incident \_\_\_\_\_

Signatures: (employee) \_\_\_\_\_ (supervisor) \_\_\_\_\_

### Instructions

1. The report must be filled out immediately after an injury/illness has occurred, but **not later than the end of the employee's tour of duty on the date the injury/illness occurred.**
2. The employee and his/her immediate supervisor will each complete their separate sections of the report.
3. The supervisor will then tear off the completed report and send the goldenrod copy to the Safety and Rules Department for processing.
4. This report will be retained on file for a period not to exceed 30 calendar days or the first Monday following the 30th calendar day. At that time the employee must either withdraw this report or complete the required FRA Form 6180.98 Railroad Employee Injury and/or Illness Record. The employee must then be seen by Metra's Chief Medical Officer on the day the FRA Form 6180.98 is filed.
5. **This report will not be used for discipline purposes if notice is not given within one business day after the report is filed. Business days are Monday through Friday except holidays.**

### SUPERVISOR'S REPORT EMPLOYEE INCIDENTAL INJURY

#

Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Time \_\_\_\_:\_\_\_\_ am pm Signature \_\_\_\_\_

What action is being taken \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**STATEMENTS REQUIRED AT  
24 HRS PRIOR TO HEARING  
PAGE # 3 RULE #29**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, by and between the Northeast Illinois Regional Commuter Railroad Corporation (NIRC) and its employees represented by the International Association of Machinists and Aerospace Workers (IAM), witnesseth:

**IT IS HEREBY AGREED:**

**Section 1. Cost of Living Adjustment:** Cost of living provisions as set forth in Appendix G of the General Agreement of December 16, 1987, as amended, are hereby further amended by adding new measurement and adjustment dates as follows:

<u>Measurement Periods</u> <u>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date of Adjustment</u>
September, 1997	September, 1998	January 1, 1999
September, 1998	September, 1999	January 1, 2000
September, 1999	September, 2000	January 1, 2001
September, 2000	September, 2001	January 1, 2002
September, 2001	September, 2002	January 1, 2003

Subject to the conditions set forth in Section 9, paragraph (a) of today's agreement, new measurement and adjustment dates would be added as follows:

September, 2002	September, 2003	January 1, 2004
September, 2003	September, 2004	January 1, 2005

**Section 2. Health and Welfare:** During the term of this Agreement, such premiums per qualifying employee necessary to continue in force all nationally negotiated Health and Welfare coverages applicable to the Organization signatory hereto, including but not limited to those under GA 23000, GP 12000, GA 46000, Supplemental Sickness Policy R-5000, and Off-Track Vehicle Accident Plan, shall be remitted in their entirety by NIRC.

**Section 3. Pension Plan:** (a) Effective January 1, 1999, the General Agreement of December 16, 1987, as amended, shall be further amended so as to provide for the establishment of a supplemental retirement plan as specified in the IAM National Pension Fund, National Pension Plan, Summary Plan Description, dated May, 1997. NIRC shall contribute to the Plan at the initial rate of fifteen (15) cents for each hour paid at the straight-time rate to employees covered by this Agreement.

(b) Effective July 1, 2001, the contribution rate as set forth in paragraph (a) hereof shall be increased to thirty (30) cents per each straight-time hour.

Subject to the conditions set forth in Section 9, paragraph (a) of today's agreement, additional increases in the contribution rate shall be provided as follows:

(c) Effective July 1, 2003, the contribution rate as set forth in paragraph (a) hereof shall be increased to thirty-five (35) cents per each straight-time hour.

(d) Effective July 1, 2004, the contribution rate as set forth in paragraph (a) hereof shall be increased to forty (40) cents per each straight-time hour.

**Section 4. 401(k) Deferred Compensation Plan:** In connection with the implementation of the Pension Plan, as set forth in Section 3 above, employees covered by the General Agreement of December 16, 1987, as amended, shall continue to have the right under this Agreement to participate in the 401(k) Plan under which the Carrier is a participating employer.

**Section 5. Lump Sum Bonus Payment:** (a) Subject to the conditions set forth below, each employee subject to this Agreement shall receive a lump sum bonus payment equal to two and one-half (2.5) percent of prior year 1998 gross NIRC earnings, with a minimum one thousand dollar (\$1,000) bonus payment to be made effective with the signing of this Agreement.

(b) To qualify for the lump sum bonus payment to be made pursuant to paragraph (a) hereof, the employee must be in service on the effective date of this Agreement or during the preceding twelve (12) month period have retired pursuant to the provisions of the Railroad Retirement Act or have died.

(c) Employees entitled to the lump sum bonus payment as provided for herein shall have the option of receiving the payment in a separate paycheck or they may elect to place all or a portion of the payment into their established deferred compensation plan, subject in either case to any applicable tax withholdings as may be required by state and/or federal law.

(d) There shall be no duplication of the lump sum bonus payment provided herein to employees who coincidentally are subject to any other labor agreement applicable to NIRC, irrespective of the manner in which the payment is calculated or how the payment is received by the employee.

**Section 6. General Wage Increases:** Basic rates of pay between the NIRC and IAM as set forth in Appendix G of the General Agreement of December 16, 1987, as amended, are hereby further amended to the extent indicated below:

(a) Effective January 1, 1999, all basic rates of pay in effect on December 31, 1998, for employees covered by the December 16, 1987 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(b) Effective July 1, 2000, all basic rates of pay in effect on June 30, 2000, for employees covered by the December 16, 1987 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(c) Effective July 1, 2001, all basic rates of pay in effect on June 30, 2001, for employees covered by the December 16, 1987 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(d) Effective July 1, 2002, all basic rates of pay in effect on June 30, 2002, for employees covered by the December 16, 1987 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(e) Rates of pay resulting from application of paragraphs (a), (b), (c), and (d), above, which end in fractions of a cent shall be rounded to the nearest whole cent: fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

**Section 7. General Agreement Rule Changes:** Effective \_\_\_\_\_, \_\_\_\_\_, the following Rules of the December 16, 1987 General Agreement, as amended, shall be further amended to the extent indicated below:

---

Amend Rule 13. Promotion to Foreman, paragraphs (a), (b), and (c), to read as follows:

(a) Journeyman mechanics in service shall be considered for promotion. Each of the respective crafts shall be given equal consideration in the selection process.

(b) When vacancies occur in positions of foremen, journeymen mechanics from the respective crafts will have preference in promotion.

(c) It is the policy of the Company to promote its own employees, and only when competent employees cannot be found in the ranks, or when competent employees will not accept vacancies or new positions, shall it be the disposition of the Company to vary from this policy.

---

Amend Rule 22. Seniority to add a new paragraph (d), to read as follows:

(d) In the event two or more individuals begin service at the same time on the same date, such individuals shall be ranked in accordance with the following:

(i) Employees transferring from other NIRC departments will be deemed senior to newly hired employees.

(ii) Employees transferring from other NIRC departments will be ranked in accordance with the respective seniority held by such employees in those other departments prior to their transfer.

(iii) Employees will then be ranked on the basis of their age, with the oldest employee ranked first. Should two or more employees be the same age, they will be ranked in alphabetical order of their last names.

---

Amend Rule 24. Autogenous Welding to increase the differentials contained therein from fifteen cents (15¢) to twenty-four cents (24¢).

---

Amend Rule 26. Lead Workmen to increase the differential contained therein from nine cents (9¢) to twenty-four cents (24¢) per hour.

---

Amend Rule 29. Discipline, paragraph (b), to change the second part of the paragraph to read as follows:

Any portion of the employee's past work record to be cited at the hearing shall be given to the employee with the notice of the hearing. The company shall furnish the duly designated representative copies of all written statements to be presented at the hearing at least twenty-four (24) hours prior to the hearing.

---

Amend Rule 48. Non-Discrimination to add a new paragraph (b), to read as follows:

(b) In application of paragraph (a) hereof, the parties acknowledge that each is subject to the Americans with Disabilities Act (ADA).

Reorder paragraph (b) to paragraph (c).

---

Amend Rule 57(A). Sick Leave, paragraph (b), to read as follows:

(b)(i) The sick benefit days provided in paragraph (a) hereof which remain unused at the end of each calendar year shall be placed into a supplemental "Sick Leave Reserve Account."