

(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.

(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.

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 8. Effect of this Agreement:** (a) Subject to the provisions of Section 9 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 9 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 9 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 9. 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.

(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 8, 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 \_\_\_\_\_ day of \_\_\_\_\_.

**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



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

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 agreed that with regard to Section 3. Pension Plan, the parties will work cooperatively to establish the necessary arrangements for implementing the plan as quickly as possible. It is further understood that Carrier payments into the plan, as provided for under Section 3, shall be made retroactively back to the effective date of January 1, 1999.

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# 1-312-322-5774

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 Wage, Rule, and Benefit Agreement today, it is understood that with respect to Section 3. Pension Plan, it is NIRC's intention to contribute to the selected Pension Plan for each hour paid at the straight time rate. Accordingly, NIRC will contribute to the Plan at the agreed-to cents per hour rate, as set forth, up to, but not exceeding, a maximum of 174 hours per month.

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

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, it is understood that with respect to Section 5. 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 5, 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# 1-312-322-5774

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 5. 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 5. 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

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 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 6(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 6(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



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

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, 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:

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



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

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 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



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, 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 18, 1995 and April 14, 1994 regarding this matter 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  
Senior Director, Corporate Administration

/ms

Concur:

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



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 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



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 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



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, 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



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

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, 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 formal 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



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

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 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  
Senior Director, Corporate Administration

/ms

Concur:

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



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 understood that the two-year contract extension, pursuant to Section 9, 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 9, and no notice or proposal to change or amend this Agreement shall be progressed per Section 8, 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 9, 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, benefit, and/or pension plan 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



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

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 agreed that with respect to Section 9, 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



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

Side Letter No. 16

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

Dear Sir:

Effective \_\_\_\_\_, \_\_\_\_\_, 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 8 and 9, 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



Side Letter No. 17

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



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

Side Letter No. 18

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

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





## Memorandum

2005-2008

June 23, 2005

To: Distribution

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

**Subject: IAM Agreement Modification**

Attached find copy of a fully executed agreement between the International Association of Machinists and Aerospace Workers and the Northeast Illinois Regional Commuter Railroad Corporation. Please distribute copies to employees covered by the agreement and other interested employees under your jurisdiction.

The agreement serves as a mechanism to extend the current collective bargaining agreement through 2007. All conditions of the current collective bargaining agreement remain in place and are extended to the provisions of the attached agreement.

If you have any questions concerning this document, please feel free to contact me at Extension 6646.

Distribution:

M. Nielsen	G. Washington	C. Riney
J. Butler	C. Cary	R. Soukup
J. Finn	T. Blum	M. Ryan
V. Stoner	D. McCullough	K. Clifford
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T. Less	B. Smith	J. Wagner
J. Franklin	M. Noland	R. Lee
R. Allen	J. Tancula	R. Moore, G/C
S. Wojtkiewicz	E. Fernandes	

ROCK ISLAND MECHANICAL  
LOCOMOTIVE DEPARTMENT  
JUN 24 2005



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

June 14, 2005

Mr. Robert C. Moore  
General Chairman  
International Association of Machinists  
District No. 19  
119 Main Street  
West Chicago, Illinois 60185

Dear Bob:

In follow-up to your letter of June 7, 2005, enclosed for your files and further handling are three (3) signed original copies of our recently ratified three-year Wage, Rule, and Benefit Agreement.

I might note that with regard to Sections 3 and 5 of the agreement, all arrangements appear to be on track for a timely implementation of both the bonus payment and the conversion to a cents-per-hour 401(k) contribution.

If you should have any questions or require additional assistance, please let me know.

Sincerely,

Michael J. Nielsen  
Senior Director, Corporate Administration

ENCLOSURES

**THIS AGREEMENT**, made this 1st day of June, 2005, 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. 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 all nationally negotiated Health and Welfare coverages applicable to the Organization signatory hereto, including but not limited to those under GA23000, GP12000, GA46000, Supplemental Sickness Policy R-5000, National Vision Plan, and Off-Track Vehicle Accident Plan.

**Section 2. 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:

<u>Measurement Periods</u>		<u>Effective Date</u>
<u>Base Month</u>	<u>Measurement Month</u>	<u>of Adjustment</u>
September, 2004	September, 2005	January 1, 2006
September, 2005	September, 2006	January 1, 2007
September, 2006	September, 2007	January 1, 2008

**Section 3. Lump Sum Bonus Payment:** (a) Effective July 1, 2005, 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 2004 gross NIRC earnings, with a minimum one thousand two hundred dollar (\$1,200) payment.

*BASE RATE PER HR. = 24.13*

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

(c) Employees entitled to the lump sum bonus payment as provided for in paragraph (a), above, shall have the option of receiving the payment in a separate paycheck or of having all or a portion of the payment placed into their 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 payments 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 4. General Wage Increases:** (a) Effective July 1, 2006, all basic rates of pay in effect on June 30, 2006 for employees covered by the December 16, 1987 General Agreement, as amended, shall be increased in the amount of two and one-half (2.5) percent. 24.13

(b) Effective July 1, 2007, all basic rates of pay in effect on June 30, 2007 for employees covered by the December 16, 1987 General Agreement, as amended, shall be increased in the amount of two and one-half (2.5) percent. 24.75

(c) Rates of pay resulting from application of paragraphs (a) and (b), 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 5. Supplemental Retirement:** (a) Effective January 1, 2005, the employer deferred compensation contributions as provided for in Section 3(c) of the March 16, 2001 Wage, Rule, and Benefit Agreement shall be converted to a cents-per-hour rate and paid in a manner consistent with other supplemental retirement plans for non-operating craft personnel as may be in effect with the Carrier. The cents-per-hour contribution rate shall be set at twenty-five cents (25¢) per straight-time hour as of January 1, 2005.

(b) Effective July 1, 2005, the contribution rate as set forth in paragraph (a), above, shall be increased to thirty-five cents (35¢) per straight-time hour.

(c) Effective July 1, 2006, the contribution rate as set forth in paragraph (a), above, shall be increased to forty-five cents (45¢) per straight-time hour.

(d) Effective July 1, 2007, the contribution rate as set forth in paragraph (a), above, shall be increased to fifty-five cents (55¢) per straight-time hour.

**Section 6. Employment Assurance:** During the term of this Agreement, the employment assurance provisions of Side Letter No. 17 of the March 16, 2001 Wage, Rule, and Benefit Agreement shall be maintained for those employees as set forth therein.

**Section 7. 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, 2007 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, 2007 (not to become effective until January 1, 2008) 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 1st day of June, 2005.

FOR INTERNATIONAL ASSOCIATION  
MACHINISTS:

Robert C. Moore  
General Chairman

FOR NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION:

[Signature]  
Executive Director

[Signature]  
Senior Director, Corporate Administration

[Signature]  
Director, Labor Relations

APPROVED:

Joe R. Duncan (rem)  
President and Directing General Chairman



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

June 1, 2005

Mr. Robert C. Moore  
General Chairman  
International Association of Machinists  
District No. 19  
119 Main Street  
West Chicago, Illinois 60185

Dear Sir:

With regard to Section 5 of the Wage, Rule, and Benefit Agreement, dated June 1, 2005, it understood that the parties will work cooperatively in implementing the revised deferred compensation payment methodology as quickly as possible. The Carrier's cents-per-hour contributions to the deferred compensation plan, as provided for under Section 5, shall be made retroactively to the effective date of January 1, 2005. Such Carrier deferred compensation payments shall be made for each hour paid at the straight time rate. Accordingly, NIRC will contribute to the deferred compensation plan at the agreed to cents-per-hour rate, as set forth, up to but not exceeding a maximum of 174 hours per month for each covered employee.

It is further understood that as part of the conversion to a cents-per-hour payment arrangement, the \$500 lump sum employer contribution made coincident with the pay period ending December 31, 2004 has, in fact, been paid and, accordingly, shall serve as the final such lump sum employer contribution to the deferred compensation plan under the former payment provisions.

Please signify your concurrence in the space provided below.

Sincerely,

Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

General Chairman



## EMPLOYEE CONDUCT RULES

### I. PURPOSE

The purpose of this procedure is to provide contract employees of the Northeast Illinois Regional Commuter Railroad Corporation with standards of conduct.

### II. GENERAL NOTICE

Safety is of the first importance in the discharge of duty.

Obedience to the rules is essential to safety and is required.

To enter or remain in the service is an assurance of willingness to obey the rules.

The service demands the faithful, intelligent and courteous discharge of duty.

To obtain promotion, ability must be shown for greater responsibility.

### III. GENERAL RULES

A. Employees whose duties are prescribed by these rules must provide themselves with a copy.

(B) Employees must have a proper understanding and working knowledge of and obey all rules and instructions in whatever form issued, applicable to or affecting their duties. If in doubt as to their meaning, employees must apply to proper officer for explanation.

When properly authorized, rules may be canceled, superseded or changed by:

- 1) General order.
- 2) Special instructions in the timetable or in pamphlet form.

C. Employees subject thereto must pass the required examination, and must attend examination, re-examination or quiz classes, and instruction classes.

### EMPLOYEE CONDUCT RULES

- D. Employees must report to the proper officer any violation of the rules or instructions, any condition or practices which may imperil the safety of trains, passengers, or employees, and any misconduct or negligence affecting the interests of the railroad.
- E. Employees must render every assistance in their power in carrying out the rules and instructions. Courteous cooperation between employees is required for proper functioning under the rules and instructions.
- In case a fire may be communicated to a bridge or other structure, they must stop and assist in extinguishing the fire. The Conductor will call attention to his engine-man promptly to any fires started by his engine and request inspection of fire prevention appliances.
- F. Employees must report immediately to the proper officer by quickest available means of communication, the details of accidents, failure of motive power, failure in the supply of water or fuel, defects in track, bridges, signals, or any unusual condition which may affect the movement of trains. Required reports on proper form must follow promptly.
- G. The use of alcoholic beverages, intoxicants, narcotics, marijuana or other controlled substances by employees subject to duty, or their possession or use while on duty or on company property is prohibited. Employee must not use marijuana or any controlled substance at any time. Employees must not report for duty under the influence of any alcoholic beverage, intoxicant, narcotic, marijuana or other controlled substance or medication including those prescribed by a doctor that may in any way adversely affect their alertness, coordination, reactions, responses or safety.
- H. The use of tobacco by employees on duty while serving patrons at passenger stations or on passenger cars, is prohibited.
- J. Employees on duty must be neat in appearance and, when required, wear the prescribed badge and uniform.

### EMPLOYEE CONDUCT RULES

- K. In case of danger of, loss of, or damage to railroad property by fire, theft, or other causes, employees must unite to protect it. They must exercise care in the use of railroad property, and when leaving the service, must return property entrusted to their care.

Property of the railroad, including freight and articles of value found in or on cars, or on right of way, must be reported immediately to a Special Agent, Station Agent or Officer of the Railroad, and not disposed of or removed from company premises or right of way without proper authority.

Employees are forbidden to make charge for services performed in the line of duty, or to permit discrimination.

Unless specifically authorized, employees must not use the credit of the railroad and must neither receive nor pay out money on the railroad's account.

Switch keys furnished employees whose duties require their use, will be used only with lawful intent by such employees in the performance of their duties.

- L. Constant presence of mind to insure safety to themselves and others is the primary duty of all employees and they must exercise care to avoid injury to themselves or others. They must observe the condition of equipment and the tools which they use in performing their duties and when found defective will, if practicable, put them in safe condition, reporting defects to the proper authority.

They must inform themselves as to the location of structures or obstructions where clearances are close.

When employees are on or near tracks, they must expect the movement of trains, engines or cars at any time, on any track, in either direction.

Employees whose duties require them to work on or about moving equipment of any type, or machinery having moving parts or around open fires or sparks, must keep their hair at a length which will avoid the danger of it becoming ignited, entangled or enmeshed in said equipment or machinery.

### EMPLOYEE CONDUCT RULES

Hair must be of a suitable length that will not interfere with the employee's normal vision.

Hair of a length not meeting the above requirements, must be completely confined at all times when on duty with a suitable net, or other headgear that will provide for the safety of employees.

M. In furtherance of the Hours of Service Laws, employees are admonished to use their time off duty primarily for obtaining ample rest.

(N.) Courteous deportment is required of all employees in their dealings with the public, their subordinates and each other.

Employees must conduct themselves in such a manner and handle their personal obligations in such a way that their railroad will not be subject to criticism or loss of good will.

Employees must not be:

- 1) Careless of the safety of themselves and others.
- 2) Negligent.
- 3) Insubordinate.
- 4) Dishonest.
- 5) Immoral.
- 6) Quarrelsome or otherwise vicious.

Employees must not enter into altercations, play practical jokes, scuffle or wrestle on company property. They must show on time-slips, time-books, or payroll required information as to work actually performed.

O. Employees whose duties are prescribed by these rules, if discharged, will not be re-employed without the approval of the proper officer.

P. Employees are under the jurisdiction of the officers of the division on which the service is being performed.

## EMPLOYEE CONDUCT RULES

- Q. Employees must report at the appointed time, devote themselves exclusively to their duties, must not absent themselves, nor exchange duties with, or substitute others in their place, without proper authority.

Employees must not, while on duty, read magazines, newspapers or other literature not concerned with their duties, or use radios or televisions other than those provided by the company.

The carrying or possession of firearms or other weapons while on duty, or while on company property, is prohibited, except where authorized by the Security Chief or the Director of Suburban Operations.

- R. Employees entrusted with the books, waybills, statistics or records of the railroad must not permit unauthorized persons to have access thereto, nor in any manner divulge the affairs of the railroad or its patrons to such unauthorized persons.

The disclosure of any information contained in the files of the railroad or other privileged or confidential reports must not be made without authority from the proper officer of the railroad.

- S. In order to avoid error and misunderstanding and to prevent fraud and imposition upon employees by persons who merely seek to use the misfortune of others for profit to themselves, employees are forbidden to give statements or other information about accidents, or the circumstances thereof, except to those representatives of the railroad whose duty it is to ascertain and gather the facts.

This rule does not apply in cases of injury to or death of employees. In those cases, information as to the facts may be given persons of interest.

- T. Employees whose duties are connected with the movement of trains, engines or cars, must familiarize themselves with the rules governing the duties of others as well as themselves and must be prepared, in case of emergency, to act in any capacity to insure safety.

## EMPLOYEE CONDUCT RULES

While rules are subdivided for convenience, they apply equally to all and must be observed wherever they relate in any way to the proper discharge of the duties of any employee.

### IV. GENERAL REGULATIONS

Employees must not use the wires, radios or phones unnecessarily.

Messages referring to their personal affairs or comfort are not to be offered for transmission on railroad communication facilities, except in cases of accident or sickness.

Letters other than those pertaining to strictly company business must not be sent by train mail; to do so is a violation of the U. S. Postal laws.

Current safety rule book must be read, understood and compiled with.



**AGREEMENT**  
**BETWEEN**  
**NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION**  
**AND**  
**INTERNATIONAL ASSOCIATION OF MACHINISTS**  
**RULE "G" BY-PASS AGREEMENT**

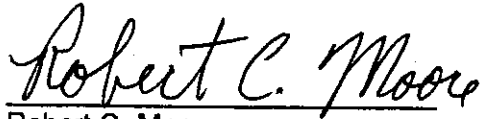
The parties to this agreement recognize that the use of alcohol and/or drugs is a serious problem within the railroad industry. The NIRC and the Labor Organization, in an effort to help the apparent Rule "G" violator retain an employment relationship and seek rehabilitation, jointly consider a change in the Rule "G" policy desirable. The parties hereby agree to modify the respective applicable discipline rule or rules to the extent provided. The objective of this Agreement is to encourage mutual cooperation between labor and management in addressing alcohol and drug use problems in the railroad industry.

1. If any IAM represented employee believes that another IAM represented employee may be in an unsafe condition, such employee will immediately contact a Carrier officer. If the Carrier officer, upon investigation, determines there is an apparent violation of Rule "G" the employee shall be removed from service.
2. Once an employee has been relieved from service under paragraph (1), such employee must contact the Carrier's Employee Assistance Program Counselor within 72 hours of the removal from service. If the employee contacts the Employee Assistance Program Counselor and accepts counseling, he/she will be paid for the full tour of duty on the date removed from service.
3. If the employee does comply with the requirements set forth in paragraph (2), and the Employee Assistance Program Counselor determines that the employee is not in need of counseling, the employee shall be returned to service promptly. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph (2).
4. If the employee does comply with the requirements set forth in paragraph (2), and the Employee Assistance Program Counselor determines that the employee is in need of employee assistance, and the employee accepts same, the employee accepting assistance shall be returned to service upon a favorable recommendation from the Employee Assistance Program Counselor. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph (2).
5. If the employee does not comply with the requirements set forth in paragraph (2), or does not accept counseling as provided in paragraph (4), he/she must lay off and, if so desired, may request a formal investigation. Such request must be made within five (5) working days of the day removed from service.

6. The Employee Assistance Program Counselor's recommendation to return to service under paragraphs (3) and (4) shall be directed to the Department Manager with copy to the General Chairman and Director of Labor Relations.
7. The employee(s) who originated the action as provided in paragraph (1) will not be called as a Carrier witness(es) if a formal investigation is held.
8. This agreement shall apply once during an employee's service, and thereafter all regular rules and agreements shall apply.
9. This Agreement is effective April 1, 2002 and may be terminated by either party upon service of five (5) days written notice upon the other party.

Signed this 25<sup>th</sup> day of March, 2002.

FOR THE ORGANIZATION:

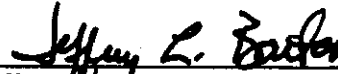


Robert C. Moore  
General Chairman, IAM

FOR THE NIRCRC:

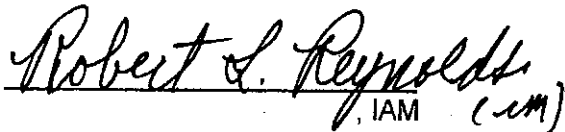


Michael J. Nielsen  
Senior Director - Corporate Administration



Jeffrey W. Barton, Director  
Labor Relations

APPROVED:



Robert L. Reynolds  
IAM (IAM)

## RULE "G" BY-PASS

Date \_\_\_\_\_

Location \_\_\_\_\_

Mr./Ms. \_\_\_\_\_:

Because you have been formally charged with violation of Rule "G" and in accordance with the provisions of the applicable Agreement concerning Rule "G" By-Pass, you may now select one of the following options:

- I will contact the Employee Assistance Program Counselor at phone number (312) 726-8620 or 1-800-227-8620 within seventy-two (72) hours of being removed from service and agree to accept and comply with the Counselor's determination(s) of participation in counseling in order to seek his favorable recommendation for my return to service.
  
- I request formal investigation on the Rule "G" violation charge.

This form is being furnished to you in triplicate in order to permit you to return one copy to the undersigned as soon as possible, and should you desire, to furnish a copy to your union representative.

\_\_\_\_\_  
Supervisor

I have voluntarily selected the above-indicated option.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

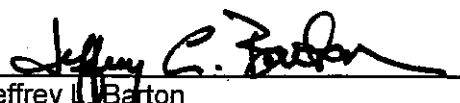
Robert C. Moore  
General Chairman, IAM  
District 19  
119 Main Street  
West Chicago, IL 60185

Dear Sir:


Addressing the concerns expressed by your organization regarding the language set forth in Paragraph 1 of the Rule "G" By Pass Agreement:

It is not the intention of the Carrier to utilize the language of Paragraph 1 of the Rule "G" By Pass Agreement as a basis to discipline a Machinist for failing to report a fellow Machinist who he or she may "believe was in an unsafe condition" due to the use of alcohol and/or drugs. The parties recognize that the By Pass Agreement, as well as the Companion Agreement, entail considerable benefits to all concerned and that the effective administration of these agreements requires mutual trust and cooperation. It would not enhance the Carrier's efforts to get drugs and alcohol out of the work place by using the language of Paragraph 1 of the By Pass Agreement to discipline workers for failing to report other fellow workers, nor will it pursue such an avenue.

Sincerely,

  
\_\_\_\_\_  
Jeffrey L. Barton  
Director, Labor Relations

Concur:

  
\_\_\_\_\_  
Robert C. Moore  
General Chairman, IAM

**AGREEMENT**

**BETWEEN**

**NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION**

**AND**

**INTERNATIONAL BROTHERHOOD OF MACHINISTS**

**PREVENTION PROGRAM COMPANION AGREEMENT**

The parties to this agreement jointly recognize that safety is the paramount concern and, further, that an alcohol and drug-free environment is an essential element in maintaining a safe work place, agree to the following to ensure the most compliance with Rule "G":

1. An employee who has been dismissed from service as a result of violating Rule "G" may elect to participate in the Rule "G" Rehabilitation/Education Program (Rule "G" R/E Program), provided:
  - (a) The employee has had no Rule "G" offense on his or her record for at least ten (10) years; and
  - (b) The employee has not participated in the Rule "G" R/E Program for at least ten (10) years; and
  - (c) The incident giving rise to the dismissal did not involve significant rule violation other than Rule "G".
2. Participation in the Rule "G" R/E Program shall continue for a period of 12 months unless the employee elects to withdraw from the Program or fails to follow the course of treatment established by the Employee Assistance Program (EAP) Counselor.
3. A letter, notifying the employee of the availability of the Rule "G" R/E Program and containing a request form to be completed by the employee, shall be attached to the Notice of Dismissal.
4. The employee may elect to participate in the Rule "G" R/E Program by completing and returning the request form to the Carrier Officer who signed the Notice of Dismissal within 72 hours of receipt of the Notice.
5. The employee must contact the EAP Counselor within 72 hours of electing to participate in the Rule "G" R/E Program.
6. After being contacted, the EAP Counselor shall evaluate the employee to determine whether or not the employee may safely be returned to service and the course of treatment which the employee should follow.

7. If the evaluation indicates that the employee may safely be returned to service, he or she shall be returned to service on a probationary basis, with all seniority unimpaired. Following return to service, the employee must follow the course of treatment established by the EAP Counselor during the remainder of the Program.
8. If the evaluation indicates that the employee may not safely be returned to service, he or she shall continue in the status of a dismissed employee until subsequent evaluation(s) indicate that it is safe to return the employee to service on a probationary basis. The employee must follow the course of treatment established by the EAP Counselor while out of service and after return to service during the remainder of the Program.
9. If at any time during the 12-month period referred to in paragraph "2", the employee fails to follow the course of treatment established by the EAP Counselor, the Carrier shall remove the employee from the Program. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, also remove the employee from service and the employee shall revert to the status of a dismissed employee.
10. An employee may withdraw from the Rule "G" R/E Program at any time by notifying, in writing, the EAP Counselor and the Carrier Officer who signed the Notice of Dismissal. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, remove the employee from service and the employee shall revert to the status of a dismissed employee.
11. If the employee successfully completes the Rule "G" R/E Program, a notation to that effect shall be placed on the employee's Personnel Record and the employee's probationary status shall terminate and all seniority and other rights shall be restored.
12. No claims shall be progressed by or on behalf of the employee based on time lost as a result of the incident leading to the employee's participating in the Rule "G" R/E Program.
13. The Employee Assistance Program Counselor's recommendation to return to service under paragraph (7) shall be directed to the Carrier Officer who signed the Notice of Dismissal with copy to the General Chairman and Director of Labor Relations.
14. This Agreement is effective April 1, 2002 and may be terminated by either party upon service of five (5) days written notice upon the other party.

Signed this 25<sup>th</sup> day of March, 2002

FOR THE ORGANIZATION:

Robert C. Moore

Robert C. Moore  
General Chairman, IAM

FOR THE NIRCRC:

Michael J. Nielsen

Michael J. Nielsen  
Senior Director - Corporate Administration

Jeffrey C. Barton

Jeffrey C. Barton, Director  
Labor Relations

APPROVED:

Robert L. Reynolds (rm)  
IAM

**ELECTION TO PARTICIPATE IN THE  
RULE G REHABILITATION/EDUCATION PROGRAM**

Mr./Ms. \_\_\_\_\_  
(Name of Officer Signing Notice of Dismissal)

I elect to participate in the Rule G Rehabilitation/Education Program. I understand my participation is governed by the January 15, 2002 Agreement establishing the Program. I further understand I must contact the Employee Assistance Program Counselor \_\_\_\_\_ within 72 hours of this election to participate in the R/E

(Name of Counselor)  
Program.

\_\_\_\_\_  
(Name of Employee)

\_\_\_\_\_  
(Date and Time Signed)

Robert C. Moore  
General Chairman, IAM  
District 19  
119 Main Street  
West Chicago, IL 60185


Dear Sir:

Referring to Paragraph 9 of the Red Block "Companion Agreement" adopted today:

In the event an employee still in his/her twelve (12) months' probationary period voluntarily withdraws from the rule "G" R/E Program or fails to comply with the specific terms of the treatment program as established by the EAP counselor, he/she will revert to the status of a dismissed employee without necessity of further disciplinary proceedings. However, if during the twelve (12) months' probationary period, the employee engages in a new incident of suspected on-duty violation of rule "G," the matter will be investigated in the usual manner pursuant to the Discipline Rule of the Corporation's general labor contract with the International Association of Machinists.

Please acknowledge your understanding and concurrence in the space provided.

Very truly yours,

  
Jeffrey C. Barton  
Director, Labor Relations

Concur:

  
Robert C. Moore  
General Chairman, IAM



**INTERNATIONAL ASSOCIATION of MACHINISTS  
and AEROSPACE WORKERS**

**District Lodge No. 19**

ROBERT L. REYNOLDS  
President - Int. Gen. Chairman  
111 Park Road  
Paducah, KY 42005  
Telephone (270) 898-4198  
(270) 898-4199  
Fax (270) 898-8414



REPLY TO: ROBERT C. MOORE  
General Chairman  
101 E. St. Charles Road  
Suite 202  
Villa Park, IL 60181-2436  
Telephone (630) 832-0977  
Fax (630) 832-0987

April 23, 2001

File: Rule 15 - NIRC

Mr. Rudy Geisser  
Local Chairman Lodge #524  
5-A Creekside Circle  
Elgin, IL 60123

Mr. Gary Marron  
Local Chairman Lodge #498  
341 Fir Street  
Park Forest, IL 60466

Mr. LaShawn Jefferson  
Local Chairman Lodge #498  
1580 Shirley Drive  
Calumet City, IL 60409

Mr. Mike Kowalsky  
Local Chairman Lodge #498  
6534 Meadow Lane  
Hammond, IN 46324

**Subject: Modification to Rule 15 of the December 16, 1987 Agreement - NIRC**

Dear Sirs & Brothers:

Enclosed for your reference and files please find one fully executed copy of Letter of Agreement to modify Rule 15 of the December 16, 1987 Agreement. As stated, the modification became effective March 1, 2001.

This additional language was negotiated to address certain concerns relative to provisions contained in the current Agreement, or lack thereof, as to how an employee returning from a leave of absence is to be treated.

Although I am sure that this may not be to everyone's liking, it does however provide for a fair and equitable way of determining an individual's rights when returning from an extensive leave.

Mr. Rudy Geisser  
Mr. Gary Marron  
Mr. LaShawn Jefferson  
Mr. Mike Kowalsky  
April 23, 2001  
Page 2

Should you have any questions or concerns I will be most happy to address them.

Fraternally yours,



Robert C. Moore  
General Chairman  
District #19, IAM&AW

RCM: jlw

Enclosure

Cc: M. Dampz, R.S. #524  
C. Catsicopolous, R.S. #498



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

*circulate with pay (date 3/23/01 by Metra)*

*J  
3/23*

January 30, 2001

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

Dear Sir:

In discussions on the subject of employees returning from a leave of absence and the rights and responsibilities such employee may have the parties have agreed to certain modifications to the existing Rule 15. LEAVE OF ABSENCE of the General Agreement between the International Association of Machinists and Aerospace Workers (IAM) and NIRCRC (Metra) dated December 16, 1987, as amended. The parties have agreed to modify the rule by adding a third paragraph that will read as follows:

"An employee reporting for duty after leave of absence shall return to his regular position. If during his absence, his regular position has been abolished, or filled by a senior employee in the exercise of seniority, he may within seven (7) working days after reporting for duty exercise seniority. During the seven (7) day period such employee will perform work as assigned."

This agreement will become effective by March 1, 2001. The change will be posted for employee information.

Very truly yours,

*Jeffrey L. Barton*  
Jeffrey L. Barton, Director  
Labor Relations

I Concur:

*Robert Moore*  
General Chairman, IAM

W010130.15

**INTERNATIONAL ASSOCIATION of MACHINISTS**  
**and AEROSPACE WORKERS**

**District Lodge No. 19**

ROBERT L. REYNOLDS  
President - Dist. Gen. Chairman  
111 Park Road  
Paducah, KY 42003  
Telephone (270) 898-4198  
Fax (270) 898-4199  
Cell (270) 898-8111



REPLY TO: ROBERT C. MOORE  
General Chairman  
101 E. St. Charles Road  
Suite 202  
Villa Park, IL 60181-2186  
Telephone (630) 852-0977  
Fax (630) 852-0987

March 1, 2001

File: Rule 15 - NIRC

Mr. J. L. Barton  
Director Labor Relations  
NORTHEAST ILLINOIS RAILROAD CORP.  
547 W. Jackson Blvd.  
Chicago, IL 60661

**Subject: Modification of Rule 15 - December 16, 1987 Agreement between  
IAM&AW and NIRC**

Dear Sir:

Enclosed herein is one (1) fully executed copy of an agreement to modify Rule 15 of the December 16, 1987 Agreement between the International Association of Machinist and Aerospace Workers and the Northeast Illinois Commuter Railroad Corporation.

We have entered this agreement into our files and will consider this as applicable as of March 1, 2001.

Your assistance and cooperation in this matter has been appreciated.

Very truly yours

Robert C. Moore  
General Chairman  
District#19, IAM&AW

RCM: jlw

Cc: File



## Memorandum

May 28, 2002

**To:** All Employees

**From:** Dennis Mogan   
Director – Safety and Rules

**Subject:** Incidental Injury Report (RC 99052)

The Incidental Injury Report is a method of reporting minor incidents that occur during an employee's tour of duty. The original Incidental Report was developed by the Labor and Management members of the Safety Task Force to allow the employee time to determine the need for medical attention and/or file the incident on FRA Form 6180.98.

Attached please find a brief set of instructions on the intended use of the Incidental Injury Report as well as a copy of the first page of the form. If you choose to use an Incidental Injury Report, it will **not** be used for disciplinary purposes if the company does not give notice to the employee within one business day after the report is filed. (Instruction #5 on Employee Incidental Injury/Illness Report)

If you have any questions on the use of this report, please feel free to contact Manager of Safety - Moses Lacy at extension 2818.

Attachments

## EMPLOYEE INJURY/ILLNESS REPORTING

In the event of employee injury/illness, one of two options for reporting the injury/illness must be chosen.

An employee may choose to fill out an Incidental Injury/Illness Report. This report is to be used **only** when professional care is not needed or requested. This is a four-part form that can be obtained from the employee's supervisor.

- The report must be filled out by the employee immediately after the injury/illness has occurred, but not later than the end of the employee's tour of duty on the date the incident occurred and before leaving company property.
- If an employee chooses to fill out an Incidental Form, it will **not** be used for disciplinary purposes if the company does not give notice to employee within one business day after the report is filed. Business days are classified as Monday through Friday/except holidays.
- Filling out an Incidental Injury/Illness report allows the employee 30 calendar days to determine the need to receive medical attention and report the incident on FRA Form 6180.98 – Railroad Employee Injury and/or Illness Report **or** withdraw the report of the incident.
- Harassment or intimidation of **any** kind directed toward **any** person reporting or attempting to report an accident/incident, illness or injury in the form of an Incidental Injury/Illness Report or an FRA Form 6180.98 will not be tolerated. Harassment or intimidation of any kind directed toward any person seeking proper medical attention is also unacceptable and will not be tolerated. Any person(s) found in violation of this policy will face disciplinary action up to and including dismissal.
- Employees who feel they are being harassed or intimidated by **any** Metra employee regarding the reporting of an accident/incident, illness or injury or subject to any action that is calculated to discourage or prevent a person from receiving proper medical treatment should submit a complaint to the Labor members of the Injury/Harassment Review Committee made up of the following members:
  - Joe Condo – Vice President, TCU
  - Rick Radek – Vice President, BLE
  - Dick Bauman – International Representative, SMWIA
  - Mark Wimmer – General Chairman, BMWE
  - Robert Moore – General Chairman, IAM
  - Kevin King – General Chairman, UTU

- If choosing to file an Incidental report the employee must complete the upper portion of the form which includes:
  - Employee Name
  - Employee I. D. Number
  - Type of injury
  - Description of the incident that occurred
  - Employee signature

The supervisor then signs the top portion, assigns report number, designates district and department, and completes bottom portion of the Incidental form. Upon completion of both sections the "Pink" copy of the report is given to the employee, with the remaining copies distributed as indicated on the bottom of the form:

- White Copy – Supervisor
  - Yellow Copy – Department Head
  - Goldenrod Copy – Safety Department (Employee privacy ensured as name and signature are obscured)
- Employees may withdraw the Incidental Report at anytime after completion, but in no case shall it go beyond 30 days. If on the thirtieth (30<sup>th</sup>) day the employee has not withdrawn the report, the supervisor will review the Incidental Injury Report with the employee. This review will ascertain whether or not the employee wants to withdraw the report or complete the FRA Form 6180.98 – Railroad Employee Injury and/or Illness Report. If the employee decides to complete the FRA Form 6180.98 Metra's Chief Medical Officer must see them on the day the report is completed.

February 15, 2002

Robert C. Moore  
General Chairman, IAM  
District 19  
119 Main Street  
West Chicago, IL 60185

Dear Sir:

This will acknowledge recent discussion on the need to clarify required action to be taken in the event an apprentice fails to meet expectations necessary to remain in the apprentice program. As a result of those discussions, it was apparent it would be beneficial to clarify the process given Metra's utilization of a module based training method. In an effort to ensure comportsment with the existing practice the parties hereby agree:

To modify the General Agreement between the International Association of Machinists and NIRC (Metra) by deleting existing section "J" of "Appendix H" and replace with the following:

"During the first half of their program an apprentice must demonstrate an aptitude for the work, appropriate work ethic, and pass all required examinations to remain in the apprentice program.

"Training will be provided through a series of training modules and practical application periods. Examinations for the classroom portion of training shall occur at the end of each module. An apprentice failing to achieve a minimum passing score of 75% will be afforded a retest prior to the end of the next scheduled work day. If a passing score is not obtained in the re-test, an apprentice will be provided a notice in writing of their responsibilities under the agreement and will be afforded one final opportunity to achieve an acceptable score in a final exam. The final exam on a failed module shall occur no sooner than fourteen days, nor later than thirty days, after the retest.

"An apprentice failing the final exam on any module or failing to demonstrate proficiency in the work through practical application will be removed from the apprentice program. Performance records supporting an apprentice's failure to demonstrate proficiency will be made available to the General Chairman prior to the apprentice being removed from the apprentice program. Such disqualified apprentice with helper seniority will be permitted to take an open helper position or displace the junior most helper on the roster. Absent helper seniority such apprentice's employment relationship will be terminated."

Application of the new language is effective immediately.

Very truly yours,

  
Jeffrey L. Barton, Director  
Labor Relations

I Concur:

  
Robert C. Moore  
General Chairman, IAM

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