

**THIS AGREEMENT**, made this 17th day of December, 2007, by and between the Northeast Illinois Regional Commuter Railroad Corporation (NIRC) and its employees represented by the Brotherhood Railway Carmen Division/TCIU, witnesseth:

**IT IS HEREBY AGREED:**

**Section 1. Cost of Living Adjustment:** Effective January 1, 2013, all basic hourly rates of pay in effect on December 31, 2012 for employees covered by this Agreement shall be increased by the excess cents-per-hour above thirteen cents (13¢), if any, calculated on a continued basis under formula criteria contained in Article II of Mediation Agreement, Case Nos. A-11411, A-11537, and A-11538, dated November 19, 1986.

**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 October 1, 1986 General Agreement, as amended, shall be increased in the amount of two (2.0) percent.

(b) Effective July 1, 2009, all basic rates of pay in effect on June 30, 2009 for employees covered by the October 1, 1986 General Agreement, as amended, shall be increased in the amount of two (2.0) percent.

(c) Effective July 1, 2010, all basic rates of pay in effect on June 30, 2010 for employees covered by the October 1, 1986 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(d) Effective July 1, 2011, all basic rates of pay in effect on June 30, 2011 for employees covered by the October 1, 1986 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(e) Effective July 1, 2012, all basic rates of pay in effect on June 30, 2012 for employees covered by the October 1, 1986 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(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) Effective July 1, 2008, the pension plan contribution as set forth in Section 3(a) of the October 1, 1999 Wage, Rule, and Benefit Agreement shall be increased to sixty cents (60¢) per each straight-time hour.

(b) Effective January 1, 2010, the pension plan contribution as set forth in Section 3(a) of the October 1, 1999 Wage, Rule, and Benefit Agreement shall be increased to seventy cents (70¢) per each straight-time hour.

(c) Effective January 1, 2011, the pension plan contribution as set forth in Section 3(a) of the October 1, 1999 Wage, Rule, and Benefit Agreement shall be increased to eighty cents (80¢) per each straight-time hour.

(d) Effective January 1, 2012, the pension plan contribution as set forth in Section 3(a) of the October 1, 1999 Wage, Rule, and Benefit Agreement shall be increased to ninety cents (90¢) per each straight-time hour.

(e) Effective January 1, 2013, the pension plan contribution as set forth in Section 3(a) of the October 1, 1999 Wage, Rule, and Benefit Agreement 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, R5000 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 October 1, 1986 General Agreement, as amended, shall be further amended to the extent indicated below:

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Amend **Rule 57. Bereavement Leave and Interpretations** to delete the rule in its entirety and replace with a new rule, to read as follows:

**RULE 57. 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 57 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.

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Amend **Rule 58(B). 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.*

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Amend **Appendix I. Split Vacation** to delete the appendix in its entirety and replace with a new appendix, to read as follows:

**IT IS AGREED:**

1. *Effective January 1, 2008, 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 October 1, 1986 General Agreement for requesting and granting personal days. 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 October 1, 1986 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 58(B). Sick Leave.*
8. *All other provisions regarding Rule 50. Vacations remain unchanged as specified in the General Agreement of October 1, 1986, as amended, and all existing practices with respect to the scheduling of vacations will continue to govern.*

*Signed at Chicago, Illinois this 17<sup>th</sup> day of December, 2007.*

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**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.

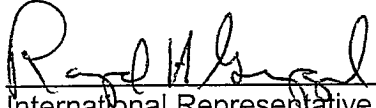
(b) This Agreement shall remain in effect through December 31, 2012 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(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 October 1, 1986 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 17<sup>th</sup> day of December, 2007.

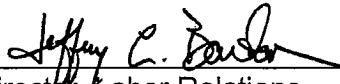
**FOR BROTHERHOOD RAILWAY  
CARMEN DIVISION/TCIU:**

  
International Representative

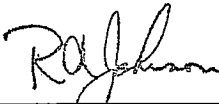
**FOR NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION:**

  
Executive Director

  
Senior Director, Corporate Administration

  
Director, Labor Relations

APPROVED:

  
General President, BRC/TCU



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December 17, 2007

Mr. Raymond H. Grygiel  
International Representative  
Brotherhood Railway Carmen Division  
Transportation Communications International Union  
8501 West Edelweiss Drive  
Palos Park, Illinois 60464

Dear Sir:

In accordance with Section 1 of today's Agreement, it is agreed that the attached statement reflects the correct extension of Article II, Sections 1(a), 1(e)(i), and 1(g) of the November 19, 1986 Mediation Agreement Case Nos. A-11411, A-11537, and A-11538, during the term of the Agreement, January 1, 2008 through December 31, 2012.

Please signify your concurrence in the space provided below.

Sincerely,

Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

  
International Representative

The following adjustment periods will be used to determine if cost of living adjustments are due pursuant to Article II, Section 1 of the November 19, 1986 Mediation Agreement, Case Nos. A-11411, A-11537, and A-11538.

Section 1(a) would have the following added under the three time period columns:

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

Section 1(e)(i) would have the following added under the two columns:

<b><u>Effective Date</u></b>	<b><u>Maximum CPI Increase</u></b>
<b><u>of Adjustment</u></b>	<b><u>Which May Be Taken Into Account</u></b>
July 1, 2008	4% of September 2007 CPI
January 1, 2009	8% of September 2007 CPI, less the increase from September 2007 to March 2008
July 1, 2009	4% of September 2008 CPI
January 1, 2010	8% of September 2008 CPI, less the increase from September 2008 to March 2009
July 1, 2010	4% of September 2009 CPI
January 1, 2011	8% of September 2009 CPI, less the increase from September 2009 to March 2010
July 1, 2011	4% of September 2010 CPI
January 1, 2012	8% of September 2010 CPI, less the increase from September 2010 to March 2011
July 1, 2012	4% of September 2011 CPI
January 1, 2013	8% of September 2011 CPI, less the increase from September 2011 to March 2012

Section 1(g) would be extended as follows:

(xlvii) Any increase to be paid effective July 1, 2008 is limited to that in excess of forty-seven cents (47¢) per hour.

(xlviii) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2008 and January 1, 2009 are limited to those in excess of forty-seven cents (47¢) per hour.

(xlix) Any increase to be (48¢) per hour.

(i) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2009 and January 1, 2010 are limited to those in excess of forty-eight cents (48¢) per hour.

(ii) Any increase to be paid effective July 1, 2010 is limited to that in excess of seventy-four cents (74¢) per hour.

(iii) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2010 and January 1, 2011 are limited to those in excess of seventy-four cents (74¢) per hour.

(iiii) Any increase to be paid effective July 1, 2011 is limited to that in excess of seventy-six cents (76¢) per hour.

(iv) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2011 and January 1, 2012 are limited to those in excess of seventy-six cents (76¢) .

(v) Any increase to be paid effective July 1, 2012 is limited to that in excess of seventy-eight cents (78¢) per hour.

(vi) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2012 and January 1, 2013 are limited to those in excess of seventy-eight cents (78¢) per hour.

The through January 1, 2013 (as BLS Consumer Price Index figures become available) which exceed thirteen cents (13¢) would be added to NIRC basic hourly rates on January 1, 2013. There would not be any interim adjustments during this period of time.