

**CN INCOME DISABILITY PLAN  
FOR UTU/BLET EMPLOYEES**

May 2000  
Restated as of December 2000  
Restated as of January 2002  
Restated as of September 2003  
Restated as of July 1, 2011

# TABLE OF CONTENTS

|  | <b>Page</b> |
|--|-------------|
| <b>Covered Employees.</b> . . . . .  | <b>3</b>    |
| <b>Eligibility</b> . . . . .   | <b>4</b>    |
| <b>Benefit Summary.</b> . . . . .  | <b>4</b>    |
| <b>Covered Disability/Waiting Period.</b> . . . . .                        | <b>4</b>    |
| <b>Duration of Benefits and Successive Periods of Disability</b> . . . . . | <b>5</b>    |
| <b>Termination of Benefits</b> . . . . .                                   | <b>6</b>    |
| <b>Limitations</b> . . . . .   | <b>6</b>    |
| <b>Filing a Claim</b> . . . . .  | <b>6</b>    |
| <b>Appeal Procedure</b> . . . . .  | <b>7</b>    |
| <b>Income Tax</b> . . . . .  | <b>8</b>    |
| <b>Return to Work</b> . . . . .  | <b>9</b>    |
| <b>Retroactive Annuity</b> . . . . .                                       | <b>9</b>    |
| <b>Rights of Subrogation, Set Off and Lien</b> . . . . .                   | <b>9</b>    |
| <b>ERISA Rights</b> . . . . .  | <b>10</b>   |
| <b>Additional Information</b> . . . . .                                    | <b>12</b>   |
| <b>Definitions</b> . . . . .   | <b>13</b>   |

## SUMMARY PLAN DESCRIPTION FOR THE CN INCOME DISABILITY PLAN FOR UTU/BLET EMPLOYEES

The *Plan* is a Component Plan, as defined in the Illinois Central Railroad Funded Welfare Plan. The *Plan* provides continued income to you if you are a *covered employee* during periods of *covered disability*, not to exceed the period outlined in the Duration of Benefits section of this document, resulting from accident or sickness. The purpose of this *Plan* is to provide a non-governmental plan for sickness insurance within the meaning of Section 1(j) of the Railroad Unemployment Insurance Act and regulations declared thereunder, and it is not intended to replace or duplicate those benefits or to serve as pay for time lost or any other form of remuneration for services you rendered as an employee.

At this time, *Plan* benefits are paid through *Employer* contributions. The *Plan Administrator* is Metropolitan Life Insurance Company (MetLife).

Words or phrases in *italics* are further defined at the end of this Summary Plan Description.

### **Covered Employees**

The *Plan* covers:

- Illinois Central Locomotive Engineers – for a period of disability beginning on or after January 1, 1998
- Grand Trunk Western Locomotive Engineers – for a period of disability beginning on or after May 15, 2000
- Grand Trunk Western Conductors, Brakemen, Yard Foremen and Yard Helpers – for a period of disability beginning on or after December 5, 2000
- Chicago Central Pacific Locomotive Engineers – for a period of disability beginning on or after March 1, 2001
- Chicago Central Pacific Conductors, Brakemen, Yard Foremen and Yard Helpers – for a period of disability beginning on or after August 1, 2001
- Illinois Central Trainmen – for a period of disability beginning on or after September 1, 2003
- Duluth Winnipeg and Pacific (DWP) Locomotive Engineers, Conductors, Utility Employees and Brakemen – for a period of disability beginning on or after September 1, 2003
- Bessemer and Lake Erie (B&LE) Trainmen – for a period of disability beginning on or after January 1, 2007.
- Wisconsin Central (WC) Trainmen – for a period of disability beginning on or after May 28, 2007.
- Wisconsin Central (WC) Locomotive Engineers – for a period of disability beginning on or after February 9, 2009.
- Duluth Missabe & Iron Range (DMIR) Conductors – for a period of disability beginning on or after September 6, 2010.

For purposes of the reimbursement, subrogation and overpayments sections of this Summary Plan Description, the term “*covered employee*” includes you and your covered dependents, and any legal representative or trust, account, annuity and/or other entity established, in whole or in part, for your benefit or your covered dependents’ benefit.

### **Eligibility**

If you are an active *covered employee* who has a *covered disability* you are eligible for benefits under this *Plan*; provided that, for at least seven days in the 30 days immediately preceding the

*covered disability*, you rendered *compensated service* as a locomotive engineer, conductor, brakeman, trainman, utility employee, yard foreman or yard helper, or received vacation pay based on service performed in those crafts.

### **Benefit Summary**

If you are eligible for benefits under the Plan, you may receive sixty percent (60%) of your *basic weekly wages* up to a maximum benefit of \$78 per day or \$546 per week during a *covered disability*, for the period outlined in the Duration of Benefits section of this document. Benefits from the *Plan* are paid at least every two weeks. Any amounts you receive from an *Employer* in advance of an FELA settlement or judgment, or any amounts you or your family receive under the federal Social Security Act, the Railroad Retirement Act or similar legislation for the same period of *covered disability* will reduce the maximum weekly wage benefits hereunder accordingly. However, except as provided in the next paragraph, there will be no reduction for monies you receive under the Railroad Unemployment Insurance Act.

*Plan* benefits are payable only for days for which you have a *covered disability*. In no event shall benefits be payable under this *Plan* to the extent that, when added to benefits you receive under the Railroad Unemployment Insurance Act, they would exceed the wages that you would have been paid if you were actively working.

### **Covered Disability/Waiting Periods**

The *Plan* covers you for an occupational disability, which is a disability caused by injury or sickness, whether on railroad duty or not, which prevents you from actively performing the normal duties of your job as a locomotive engineer, conductor, brakeman, trainman, utility employee, yard foreman or yard helper. The *Plan* also covers, and you will be deemed occupationally disabled, if you are admitted on a medically necessary, non-disciplinary basis, to a state licensed substance abuse center or if you are receiving intensive out-patient/partial hospitalization treatment (American Society of Addiction Medicine Level II or greater) for substance abuse. However, this *Plan* does not provide any benefits of any kind if you are being disciplined for a violation of the *Employer's* Substance and Alcohol Free Environmental (S.A.F.E.) Policy or General Rule G of the CN/IC U.S. Operating Rules.

For the classes of employees listed below, benefits begin on the fifteenth (15<sup>th</sup>) calendar day of continuous absence while under the care of a *licensed physician* for such a disability.

- Illinois Central Locomotive Engineers
- Grand Trunk Western Locomotive Engineers
- Grand Trunk Western Conductors, Brakemen, Yard Foremen and Yard Helpers
- Chicago Central Pacific Locomotive Engineers
- Chicago Central Pacific Conductors, Brakemen, Yard Foremen and Yard Helpers - for periods of disability beginning on or after August 1, 2001 and prior to September 1, 2003 or after April 1, 2008
- Illinois Central Trainmen - for periods of disability beginning on or after April 1, 2008
- Bessemer and Lake Erie (B&LE) Trainmen
- Wisconsin Central (WC) Trainmen
- Wisconsin Central (WC) Locomotive Engineers
- Duluth Missabe & Iron Range (DMIR) Conductors

For the classes of employees below benefits begin on the thirty first (31<sup>st</sup>) calendar day of continuous absence while under the care of a *licensed physician* for such a disability.

- Chicago Central Pacific Conductors, Brakemen, Yard Foremen and Yard Helpers - for periods of disability beginning on or after September 1, 2003 and prior to April 1, 2008
- Illinois Central Trainmen – for periods of disability beginning on or after September 1, 2003 and prior to April 1, 2008
- Duluth Winnipeg and Pacific Locomotive Engineers, Conductors, Utility Employees and Brakemen

Since benefits are payable only during a period of *covered disability*, it is important that you understand when this period begins and ends.

Each period of a *covered disability* will start as soon as you are (1) disabled as defined under the *Plan* and (2) under the care of a *licensed physician*. You will not be considered to be under the care of a *licensed physician* more than 31 days before he has seen and treated you personally for the disease or injury causing the disability. Your claim will be reviewed for medical necessity and appropriateness of time off needed for your condition/illness by the *Plan Administrator*. It is subject to approval by the *Plan Administrator*.

### **Successive Periods of Disability**

New periods of disability due to the same or a related cause must be separated by a return to *active regular duty* as a locomotive engineer, conductor, brakeman, yard foreman or yard helper for at least two (2) weeks in a row and require a new waiting period to be satisfied. Disability periods due to an unrelated cause must be separated by a return to *active regular duty* for at least one (1) day and require a new waiting period to be satisfied. Benefits for occupational disability due to alcohol or substance abuse are subject to a maximum duration of six (6) weeks and are further limited to a maximum of two occurrences in the employee's lifetime. Payment of benefits is conditioned upon completion of an approved substance abuse program.

### **Duration of Benefits**

For the classes of employees listed below, a *covered disability* is subject to a maximum benefit duration of 104 weeks following the applicable waiting period as defined in the Covered Disability/Waiting Period section of this document.

- Illinois Central Locomotive Engineers
- Grand Trunk Western Locomotive Engineers
- Grand Trunk Western Conductors, Brakemen, Yard Foremen and Yard Helpers
- Chicago Central Pacific Locomotive Engineers
- Chicago Central Pacific Conductors, Brakemen, Yard Foremen and Yard Helpers
- Illinois Central Trainmen
- Duluth Winnipeg and Pacific Locomotive Engineers, Conductors, Utility Employees and Brakemen

For the classes of employees listed below, a *covered disability* is subject to a maximum benefit duration of 52 weeks following the applicable waiting period as defined in the Covered Disability/Waiting Period section of this document.

- Bessemer and Lake Erie (B&LE) Trainmen
- Wisconsin Central (WC) Trainmen

- Wisconsin Central (WC) Locomotive Engineers
- Duluth Missabe & Iron Range (DMIR) Conductors

### **Termination of Benefits**

Benefits under the *Plan* terminate when:

- You cease to be occupationally disabled as defined herein or die;
- You cease to be under the continuous care and treatment of a *licensed physician*;
- You fail to furnish adequate proof to the *Employer* to protect your position on a medical-related leave of absence;
- You fail to furnish adequate proof to the *Plan Administrator* of the continuance of occupational disability as herein defined or when you refuse to be examined by a physician designated by the *Plan Administrator*;
- You are no longer employed as a locomotive engineer, conductor, brakeman, trainman, utility employee, yard foreman or yard helper;
- You are terminated by or resign from the *Employer*;
- You are awarded an annuity by the Railroad Retirement Board or the Social Security Administration;
- You make a settlement with the *Employer* or any third party for the *covered disability*.

### **Limitations**

In addition to the limitations already expressed, the *Plan* does not provide any benefits for a period when the *Employer* has suspended or terminated you for non-medical disciplinary reasons or when the you are occupationally disabled due to incarceration, intentional self-inflicted injury or the attempt thereof, the commission or attempt to commit an assault, battery or felony, or an act of war or insurrection or participation in a civil disturbance.

### **Filing a Claim**

Contact the *Plan Administrator* at (866) 729-9201 to file a telephonic claim. You must provide all required information and complete all required forms in order for benefits to be payable under the *Plan*. Your claim is subject to approval by the *Plan Administrator* and you must be under the ongoing care of a *licensed physician*. Continuation of benefits after the approval of the initial claim will be contingent upon the completion and submission of periodic updates from the *licensed physician*.

In most cases your application for benefits will be processed immediately and you will receive notification of benefit determination within 45 days of receipt of your application. If additional information is needed to process your application, you will be notified and will have 45 days to provide the information. A determination regarding your application will be made upon receipt of the information, but no later than 60 days after the information was requested.

If your claim is denied, you will receive written notice explaining the following:

- The reason for denial;
- Specific reference to the part of the *Plan* on which the denial is based;
- A description of any information necessary for the claim to be granted and a description of why such information is necessary;

- ❑ A description of the process for filing a formal appeal;
- ❑ The time limits for filing an appeal;
- ❑ Your right to bring a civil action following an adverse determination on appeal;
- ❑ Information about the internal rule, guideline or protocol that was relied on, if applicable; and
- ❑ Information on the scientific or clinical judgment for the determination if the adverse decision is based on medical necessity or experimental treatment.

### **Appeal Procedure**

If the *Plan Administrator* denies your claim, you may appeal the decision. Upon your written request, the *Plan Administrator* will provide you free of charge with copies of documents, records and other information relevant to your claim. You must submit your appeal to the *Plan Administrator* at the address indicated on the claim form within 180 days of receiving the decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of the Plan
- Reference to the initial decision
- An explanation why you are appealing the initial determination

As part of your appeal, you may submit any written comments, documents, records, or other information relating to your claim.

After the *Plan Administrator* receives your written request appealing the initial determination, they will conduct a full and fair review of your claim. Deference will not be given to the initial denial, and the *Plan Administrator's* review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that you submit relating to your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review your appeal will not be the same person as the person who made the initial decision to deny your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny your claim. If the initial denial is based in whole or in part on a medical judgment, the *Plan Administrator* will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

The *Plan Administrator* will notify you in writing of its final decision within a reasonable period of time, but no later than 45 days after the receipt of your written request for review, except that under special circumstances the *Plan Administrator* may have up to an additional 45 days to provide written notification of the final decision. If such an extension is required, the *Plan Administrator* will notify you prior to the expiration of the initial 45 day period, state the reason(s) why such an extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information, the time period from the *Plan Administrator's* notice to you of the need for an extension to when the *Plan Administrator* receives the requested information does not count toward the time the *Plan Administrator* is allowed to notify you of its final decision. You will have 45 days to provide the requested information from the date you receive the notice from the *Plan Administrator*.

If the *Plan Administrator* denies the claim on appeal, they will send you a written decision that states the reason(s) why the claim you appealed is being denied and references any specific plan provision(s) on which the denial is based. If an internal rule, protocol, guideline or other criterion was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge. Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

### **Discretionary Authority of the Company**

In carrying out their respective responsibilities under the *Plan*, the *Company* shall have discretionary authority to interpret the terms of the *Plan* and to determine eligibility for and entitlement to *Plan* benefits in accordance with the terms of the *Plan*. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

If after appeal, you still feel your claim for benefits was wrongfully denied, in whole or in part, you are free to pursue remedies available under section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

### **Income Tax**

Disability Income benefits paid under the *Plan* are income subject to Federal and/or State Income Tax.

Railroad Retirement Tier I tax is automatically deducted from Disability Income benefits during the first six months of disability payment. Federal Income Tax and State Income Tax are automatically deducted from your Disability Income benefits. Other taxes are not automatically deducted from payments. You may request voluntary withholding by completing the appropriate portion of the Application for Short Term Disability Income Benefits form.

You are advised to seek professional tax counseling prior to filing Federal or State Income Taxes as there may be sick pay exclusions for which you may be eligible.

### **Return to Work**

It is your responsibility to notify the *Plan Administrator* upon you return to work. Any benefits paid by this *Plan* after your return to work must be returned to the *Plan* immediately.

### **Overpayment and Incorrect Payments**

Upon your knowledge of an overpayment or incorrect payment, you must notify the *Plan Administrator* immediately. The *Plan* shall have the right to recover the amount of overpayment or incorrect payment from you. The *Plan* may, however, at its option, direct the *Plan Administrator* or its delegate to deduct the amount of such excess from any subsequent benefits payable under the *Plan* to or for your benefit as allowed under any applicable law.



## **Retroactive Annuity**

If at any time during the *covered disability* you apply for and are awarded a disability annuity by the Railroad Retirement Board or the Social Security Administration and said annuity is retroactive to the beginning of your *covered disability* or any portion thereof, you must reimburse all monies paid under the *Plan* to the *Plan* upon receipt of the retroactively paid lump sum payment from the Railroad Retirement Board or Social Security Administration.

## **RIGHTS OF SUBROGATION, SET OFF AND LIEN**

If you receive benefits from the *Plan* and:

- collect payment for the same expense from a third party by settlement, judgment or otherwise, or
- receive an overpayment from the *Plan*, or
- receive a duplicate benefit for the same expense from another plan or policy; or
- receive a disability annuity by the Railroad Retirement Board or the Social Security Administration and said annuity is retroactive to the beginning of your total disability or any portion thereof,

The *Plan* is entitled to receive first priority payment from you out of any and all amounts collected or that you receive as described above. The *Plan* is entitled to first priority payment out of any recovery by you or from any third party and shall have a lien against any right of recovery you may have against any other party to the extent of *Plan* benefits received. The *Plan* may also enforce its subrogation rights directly against any third party to recover any and all amounts paid by the *Plan* to you as a result of an injury or sickness caused by a third party's act or omission.

The *Plan* will pay benefits where you have an injury or sickness caused by a third party's act or omission subject to the *Plan's* reimbursement and subrogation rights and on the condition that you will not take any action which would prejudice the *Plan's* reimbursement or subrogation rights, and that you will cooperate in doing what is reasonably necessary to assist the *Plan* in enforcing its rights. The *Plan* is entitled to recover reasonable attorneys' fees from you that it incurred collecting proceeds, overpayments or duplicate payments held by you or on your behalf. You shall not accept any settlement that does not fully compensate or reimburse the *Plan* without the *Plan's* written approval. The *Plan's* reimbursement and subrogation rights will not be reduced even if:

- the recovery does not fully compensate you for all losses sustained, or
- the recovery is not described as being related to medical costs or loss of income.

The *Plan* may enforce its reimbursement or subrogation rights by filing a lien with the third party, the third party's insurer or another insurer, a court having jurisdiction in this matter or any other appropriate party. The *Plan* may also reduce future benefit payments to you up to the amount obtained by you or due to the *Plan* under this provision. This reduction in benefits will not affect the *Plan's* right to be paid first for any benefits not yet reimbursed or recovered.

In case of a disability for which you may have a right of recovery against either an *Employer* or a third party, or both, disability benefits will be paid under the *Plan* pending final resolution of the matter so you will not be exclusively dependent upon your sickness benefits under the Railroad Unemployment Insurance Act. It is not intended, however, that benefits under the *Plan* will duplicate, in whole or in part, any amount recovered from either the *Employer* or a third party whether by settlement, judgment or otherwise, and it is intended that benefits paid under the *Plan* will satisfy any right of recovery against the *Employer* to the extent of the benefits so provided.

Accordingly, benefits will be paid under the *Plan* only on the condition that such benefits will be setoff against any right of recovery you may have against an *Employer* for the disability. As a condition to paying any benefits under the *Plan*, the *Plan* may require you to first agree in writing to the reduction or setoff against FELA recovery and/or other claim as well as assignment, subrogation, repayment and lien against any amounts recovered from a third party to the extent of benefits paid under the *Plan*. The *Plan* is entitled to recover reasonable attorney fees from you incurred in collecting proceeds held by you.

The *Plan's* right to first priority payment includes priority over any claim for non-medical charges, attorney fees, court costs or other costs and expenses incurred in seeking the reimbursement or recovery. No course of action or dealing or failure to enforce any requirement of this provision shall affect your obligations under this provision and there shall be no waiver of any provision herein by the *Plan* in the absence of a written waiver agreement. The *Plan's* first lien and priority rights will not be reduced due to your negligence, or due to your not being made whole, or due to attorney's fees and costs. All attorney's fees and costs, including the *Plan's* attorney fees and court costs, are your responsibility, not the *Plan*. Neither the "common fund" or "make whole" doctrines shall be applicable with regard to the *Plan*, and as a condition of participating in the *Plan*, you agree that you will not retain counsel, unless such counsel agrees not to assert either of these doctrines during the representation.

## **ERISA RIGHTS**

You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all *covered employees* shall be entitled to:

1. Examine, without charge, at the *Plan Administrator's* office and at other specified locations, such as worksites and union halls, all documents governing the *Plan*, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the *Plan* with the U.S. Department of Labor and available at the public Disclosure Room of the Employee Benefit Security Administration.
2. Obtain, upon written request to the *Plan Administrator* or *Company*, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The *Plan Administrator* or *Company* may make a reasonable charge for the copies.
3. Receive a summary of the *Plan's* annual financial report. The *Company* is required by law to furnish each *covered employee* with a copy of the summary annual report.

In addition to creating rights for *covered employees*, ERISA imposes duties upon the people who are responsible for the operation of the *Plan*. The people who operate your *Plan*, called "fiduciaries" of the *Plan*, have a duty to do so prudently and in the interest of *covered employees*. No one, including your *Employer*, your union, or any other person, may terminate you or otherwise discriminate against you in any way to prevent you from obtaining benefits or exercising your rights under ERISA. If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this

was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the *Plan* and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the *Plan Administrator* to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is wrongfully denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that *Plan* fiduciaries misuse the *Plan's* money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your *Plan*, you should contact the *Plan Administrator*. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the *Plan Administrator* or the *Company*, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## ADDITIONAL INFORMATION

**Name of the Plan:** CN Income Disability Plan for UTU/BLET Employees.

**Plan Type:** The *Plan* is a "disability income benefit plan" for purposes of ERISA.

**Name and Address of the Plan Sponsor:** Illinois Central Railroad Company  
17641 S. Ashland Ave.  
Homewood, IL 60430

Benefits under this *Plan* are provided in accordance with various collective bargaining agreements for the unions listed on Page 3.

**Employer Identification Number of Plan Sponsor (EIN):** 13-3545405

**Agent for Legal Process:** Illinois Central Railroad Company  
17641 S. Ashland Ave.  
Homewood, IL 60430  
Attention: Plan Sponsor Income Disability Plan

**Administration:** The *Plan* is self insured. MetLife is the *Plan Administrator*. Any questions with respect to the administration of the *Plan*, eligibility, length and duration of benefits may be directed to the *Plan Administrator*. The *Plan Administrator's* address and phone number are:

MetLife Disability Unit  
P.O. Box 14590  
Lexington, KY 40511-4590  
Telephone: (866) 729-9201  
Fax: (866) 690-1264

**\*\*Please provide the Claim Number on all mail and fax documents sent to MetLife Disability**

**Plan Year:** The financial records of the *Plan* are kept on a Plan Year basis. The Plan Year ends on each December 31.

**Source of Contributions and Funding:** The *Plan* is self-funded with all costs currently being paid by *Employer* contributions. If the cost of the coverage exceeds the amount negotiated by the Employer and the Union, *covered employees* may be required to contribute to the cost of the coverage.

**Amendment and Termination:** Subject to the provisions of the applicable collective bargaining agreements, the *Company* reserves the right to modify, suspend or terminate the *Plan* or the Summary Plan Description, in whole or in part, at any time and for any reason, within the *Company's* sole discretion, without prior notice to or approval by *covered employees*.

## DEFINITIONS

**Active Regular Duty:** Active regular duty means performing all the regular duties of a locomotive engineer's, conductor's, brakeman's, trainman's, utility employee's, yard foreman's or yard helper's job in a satisfactory manner on a full time, full duty basis.

**Basic Weekly Wages:** Basic weekly wages means an employee's average weekly gross income from the *Employer* for work as a locomotive engineer, conductor, brakeman, trainman, utility employee, yard foreman or yard helper during the previous 26 bi-weekly pay periods (for Illinois Central and Chicago Central Pacific) or during the previous 52 weekly pay periods (for Grand Trunk Western and former DWP), or such shorter time that he or she has been employed by the *Employer*, but not less than \$400 per week. *Basic weekly wages* includes earnings deferred from taxation under section 401(k) of the Internal Revenue Code. [Reviewer Note: Would it be accurate to simplify this definition by referring to the "previous 12 calendar months" instead of "26 bi-weekly pay periods" and "52 weekly pay periods"?]

**Company:** Company means the Illinois Central Railroad Company

**Compensated Service:** Compensated service means performing and receiving compensation for all of the regular duties of an engineer's, conductor's, brakeman's, trainman's, utility employee's, yard foreman's or yard helper's job in a satisfactory manner on a full-time, full-duty basis.

**Covered Disability:** Covered disability means an occupational disability as described in the Covered Disability/Waiting Periods section of this document for which a *covered employee* is under the care of a *licensed physician*.

**Covered Employee:** Covered employee means an employee currently covered by the *Plan* who qualifies for coverage by virtue of the employee's employment status as provided in the Covered Employees section of this document.

**Employer:** Employer means the *Company*, or any successor thereto or any entity now or hereafter affiliated with the *Company* which adopts the *Plan* with the written consent of the Board or Directors of the *Company* or its delegate.

**Licensed Physician:** Licensed Physician means a person licensed to practice medicine in the jurisdiction where such services are performed; or any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction. Licensed Physician does not include: you, your spouse, or any member of your immediate family including parents, children (natural, step or adopted), siblings, grandparents, or grandchildren.

An application for disability income, and/or ongoing medical documentation supporting the need for continuance of disability, will only be accepted if completed by a Licensed Physician as defined above.

**Plan:** The Plan means the CN Income Disability Plan for UTU/BLET Employees.

**Plan Administrator:** The Plan Administrator is Metropolitan Life Insurance Company (MetLife), which shall administer this *Plan* in accordance with its terms and shall have all

powers necessary to carry out the provisions of this *Plan* including, but not limited to, the determination of *covered disability* status.

