THIS AGREEMENT, made this 7th day of September, 2015, by and between the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC" or "Carrier") and Brotherhood of Maintenance of Way Employees Division ("Organization") and covered by the April 16, 1984 Agreement, as amended:

IT IS HEREBY AGREED:

Section 1. Lump Sum Signing Bonus: (a) Subject to the conditions set forth below, each employee subject to the General Agreement of April 16, 1984, as amended, shall receive a lump sum bonus payment of three thousand ($3,000) dollars.

(b) To qualify for the lump sum bonus payment to be made pursuant to paragraph (a), hereof, the employee must be eligible pursuant to Side Letter No. 2 of this Agreement. Payment will be made by separate check.

(c) 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 NIRCRC, irrespective of the manner in which the payment is calculated or how the payment is received by the employee.

Section 2. General Wage Increases: (a) Effective July 1, 2013, all basic rates of pay in effect on June 30, 2013 shall be increased in the amount of one (1.0) percent

(b) Effective July 1, 2014, all basic rates of pay in effect on June 30, 2014, shall be increased in the amount of two and one-half (2.5) percent.

(c) Effective July 1, 2015, all basic rates of pay in effect on June 30, 2015, shall be increased in the amount of three (3.0) percent.

(d) Effective July 1, 2016, all basic rates of pay in effect on June 30, 2016, shall be increased in the amount of three (3.0) percent.

(e) Effective July 1, 2017, all basic rates of pay in effect on June 30, 2017, shall be increased in the amount of three and one-half (3.5) percent.

(f) Effective July 1, 2018, all basic rates of pay in effect on June 30, 2018, shall be increased in the amount of three and one-half (3.5) percent.

Section 3. Health and Welfare: (a) The Carrier will continue to provide to employees subject to and in service under the General Agreement of April 16, 1984, as amended, with such nationally-negotiated Health and Welfare plans as applicable to the Organization, pursuant to its agreement with the National Carriers’ Conference Committee, including specifically those plans as currently provided under Major Medical, Dental, Early Retirement, Supplemental Sickness (where applicable or, in lieu
thereof, the negotiated local plan if applicable), National Vision Plan, and Off-Track Vehicle Accident Plan (where applicable), including all amendments.

Section 4. Offset:  (a) Effective July 1, 2013, each employee shall contribute twenty ($20.00) dollars in addition to existing employee health and welfare premium contributions, if any, for each month the Carrier makes premium payments on his behalf for health insurance benefits as provided for in Section 3 above.

(b) Effective July 1, 2014, the employee cost-sharing amount as set forth in the paragraph above, shall be increased by twenty-five ($25.00) dollars per month.

(c) Effective July 1, 2015, the employee cost-sharing amount as set forth in the paragraph above, shall be increased by an additional twenty-five ($25.00) dollars per month.

(d) Effective July 1, 2016, the employee cost-sharing amount as set forth in the paragraph above, shall be increased by an additional twenty-five ($25.00) dollars per month.

(e) Effective July 1, 2017, the employee cost-sharing amount as set forth in the paragraph above, shall be increased by an additional twenty-five ($25.00) dollars per month.

(f) Effective July 1, 2018, the employee cost-sharing amount as set forth in the paragraph above, shall be increased by an additional thirty ($30.00) dollars per month.

(g) The Carrier will not recover the offset for months in which the employee does not qualify for major medical (the so-called 7-day rule).

Section 5. Supplemental Retirement: Modify APPENDIX L SUPPLEMENTAL RETIREMENT PLAN, as amended to extend the benefits provided therein as stated below:

(a) Effective January 1, 2014, the employer contribution shall be increased by $0.05 for each hour paid at the straight time rate of pay.

(b) Effective January 1, 2015, the employer contribution shall be increased by $0.05 for each hour paid at the straight time rate of pay.

(c) Effective January 1, 2016, the employer contribution shall be increased by $0.05 for each hour paid at the straight time rate of pay.

(d) Effective January 1, 2017, the employer contribution shall be increased by $0.05 for each hour paid at the straight time rate of pay.
(c) Effective January 1, 2018, the employer contribution shall be increased by $0.05 for each hour paid at the straight time rate of pay.

Section 6. General Agreement Rule Changes: Effective with the date of this Agreement, or as specifically otherwise stated, the following Rules of the April 16, 1984 General Agreement, as amended, shall be further amended to the extent indicated below and as attached:

Modify RULE 9, FORCE REDUCTIONS, by deleting existing sections (h) and (i) and replace with the following:

(h) It is the responsibility of the employee to advise the designated Carrier official promptly of any change in address or, upon furlough, of the employee’s furlough status, confirmation of contact information, and desire for recall. Change in address notices should be sent concurrently to the designated Carrier official, in triplicate, with a copy to the General Chairman. The officer receiving said notice shall date, sign, and return one copy each to the employee and the General Chairman.

(i) When forces are again increased, employees will be returned to the service in the order of their seniority. No monetary claim will be made as a result of an employee not returned in seniority order if such employee failed to notify the designated Carrier official of the employee’s furlough and desire for recall.

Amend RULE 12, FORTY-HOUR WORKWEEK, Part II, subsection (n) as indicated below to remove specific dollar amounts paid as differentials and amend APPENDIX A RATES OF PAY to update the rates as of July 1, 2014 and increase certain differentials as attached hereto as Side Letter No. 3. The effective date of differentials in Appendix A attached in Side Letter No. 3 will be on effective date of this agreement.

(n) Employees assigned to work ten (10) hours per day, four days per week whose assigned workweek includes Saturday and Sunday, or whose assigned workweek includes Saturday or Sunday, but not both, shall be allowed a differential as indicated in APPENDIX A per hour for all hours or portion of hours worked in addition to any other applicable differentials in effect.

Amend RULE 38(A) – PERSONAL LEAVE, to delete paragraph (e) in its entirety and replace with a new paragraph to read as follows:

(e) Any personal leave days as provided for herein which remain unused at the end of each calendar year, or upon retirement under the provisions of the
Railroad Retirement Act, will be placed into a supplemental "Sick Leave Reserve Account" as set forth under Rule 38(B) Sick Leave.

Amend RULE 38(B) – SICK LEAVE, by deleting existing paragraph (b)(i) and replacing with the language below and adding new paragraphs (b)(vii) and (b)(viii), to read as follows:

(b)(i) The sick benefits days provided in paragraph (a), above, which remain unused at the end of each calendar year, or upon retirement under the provisions of the Railroad Retirement Act, shall be placed into a supplemental "Sick Leave Reserve Account".

(b)(vii) An employee transferring to employment subject to this Agreement, who has earned credit in his Personal Leave or Sick Leave Reserve Bank under a NIRCRC collective bargaining agreement or policy, will transfer his account balance to the applicable BMWED Sick Leave Reserve Account and will be governed by the provisions of this RULE 38(B).

(b)(viii). An employee transferring from employment subject to this Agreement to another craft, class or non-contract position having a similar arrangement, who has earned credit in his Sick Leave Reserve Account, will transfer his account balance to the applicable Personal Leave Bank or Sick Leave Reserve Bank or management policy. Eligibility and use of such credited time will then be subject to the applicable collective bargaining agreement or policy in effect within that receiving group.

Add a second paragraph to RULE 47. PRINTING OF AGREEMENT, to read as follows:

When electronic access becomes available to employees, and the Carrier so elects, all agreements currently in effect will be posted on electronic media. The Carrier will continue to honor reasonable requests to provide paper or electronic copies to the Organization and covered employees.

Adopt a new Side Letter to APPENDIX C – NATIONAL NON-OPERATING PROVISIONS.

To provide that after three years of service with the Carrier, irrespective of the type of service, all years of service with the Carrier will count towards qualification for incremental increases allocated January 1 of the subsequent year(s). (See Side Letter No. 4)
Amend APPENDIX Q COMMERCIAL DRIVERS LICENSE, Section 3, and replacing with the following:

**Section 3.** Bulletins advertising the positions as referenced above will clearly state the requirement for the employee assigned to the position to possess a CDL. A special allowance of sixty (60) cents per hour will be allowed for positions posted with the CDL requirement, effective with the date of this Agreement. Such allowance shall not be subject to future general wage increases.

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**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, 2018, 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, 2018 (not to become effective until January 1, 2019) any notice or proposal to amend or change any provision or appendix of the April 16, 1984 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.

(e) This Agreement is subject to Organization membership ratification and approval by the NIRCRC Board of Directors.

Signed at Chicago, Illinois this 7 day of September, 2015.

Effective date: **October 1, 2015**.
FOR THE ORGANIZATION:

Staci Moody-Gilbert
General Chairperson, BMWED

Hayward J. Granier
General Chairperson, BMWED

Ze. David
General Chairperson, BMWED

FOR NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION

Tim Martin Hort
General Director – Labor Relations

APPROVED:

David D. Joynt
Vice President, BMWED

Donald A. Orsano
CEO/Executive Director

Freddie N. Simpson
National Division President