

THIS AGREEMENT, made this December 24, 2021, by and between the Northeast Illinois Regional Commuter Railroad Corporation (NIRCRC) and the Brotherhood Railway Carmen (BRC) and covered by the October 1, 1986 Agreement, as amended:

IT IS HEREBY AGREED:

Section 1. General Wage Increases:

- (a) Effective July 1, 2019, all basic rates of pay in effect on June 30, 2019 shall be increased in the amount of two and five tenths (2.5) percent.
- (b) Effective July 1, 2020, all basic rates of pay in effect on June 30, 2020 shall be increased in the amount of two (2.0) percent.
- (c) Effective July 1, 2021, all basic rates of pay in effect on June 30, 2021 shall be increased in the amount of two (2.0) percent.
- (d) Effective July 1, 2022, all basic rates of pay in effect on June 30, 2022 shall be increased in the amount of two (2.0) percent.
- (e) Effective July 1, 2023, all basic rates of pay in effect on June 30, 2023 shall be increased in the amount of two and five tenths (2.5) percent.
- (f) Effective July 1, 2024, all basic rates of pay in effect on June 30, 2024 shall be increased in the amount of two and five tenths (2.5) percent.
- (g) Effective July 1, 2025, all basic rates of pay in effect on June 30, 2025 shall be increased in the amount of three and five tenths (3.5) percent.

Section 2. Health and Welfare:

NIRCRC will continue to provide to employees subject to and in service under the General Agreement of October 1, 1986, as amended, with such nationally-negotiated Health and Welfare plans as applicable to BRC, 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 3. Offset:

- (a) Each employee shall continue to contribute two-hundred thirty (\$230.00) dollars toward the premium for each month the NIRCRC makes premium payments on the employee's behalf for health insurance benefits as provided in Section 2 above.

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

(c) The monthly employee cost-sharing amounts as set forth in this Section shall be made by NIRCRC on the employee's behalf. NIRCRC shall then deduct the amount of such contributions from the employee's wages and retain the amounts so deducted as reimbursement for the contributions. The deductions from the employee's wages shall be made on a pre-tax basis, subject fully to the requirements and limitations of Section 125 of the IRS Code. Employee contributions not received shall be the employee's responsibility upon his return or deducted from monies owed upon permanent separation.

Section 4. Supplemental Retirement:

Delete **APPENDIX N. SUPPLEMENTAL RETIREMENT PROVISIONS** in its entirety and replace with the following:

APPENDIX N

SUPPLEMENTAL RETIREMENT PROVISIONS

Effective January 1, 1999, a supplemental retirement plan as specified in the TCIU Pension Plan, Summary Plan Description, dated January 1993 (Plan), was established for the benefit of employees covered by the General Agreement of April 16, 1986, as amended. As of December 31, 2018, the Carrier's contribution to the Plan was \$1.25 per straight time hour. The Carrier shall increase this contribution per the following schedule:

Effective January 1, 2019, the employer contribution shall be increased by \$0.05 for each hour paid.

Effective January 1, 2020, the employer contribution shall be increased by \$0.05 for each hour paid.

Effective January 1, 2021, the employer contribution shall be increased by \$0.05 for each hour paid.

Effective January 1, 2022, the employer contribution shall be increased by \$0.05 for each hour paid.

Effective January 1, 2023, the employer contribution shall be increased by \$0.05 for each hour paid.

Effective January 1, 2024, the employer contribution shall be increased by \$0.10 for each hour paid.

Effective January 1, 2025, the employer contribution shall be increased by \$0.10 for each hour paid pay.

The contribution to be made to the Plan by the Carrier shall be for all hours for which employees receive compensation, up to a maximum of 2,088 hours per calendar year.

In connection with the establishment of the Plan, employees covered by the General Agreement shall continue to have the right under the Agreement to participate in the 401(k) Plan under which the Carrier is a participating employer.

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:

Delete in its entirety **Rule 18. Paying Off** and replace with the following:

RULE 18. PAYING OFF.

(a) Employees under this Agreement will be paid semi-monthly, except if concurrent Illinois State Law is amended to require pay days to be biweekly, then employees under this Agreement will be paid accordingly. At the Carrier's discretion, all employees will be paid by direct deposit. If the Carrier elects to use direct deposit, the Carrier will reimburse the employee for any bank charges or other finance charges caused by a missing or delayed deposit.

(b) Employees voluntarily leaving the service of the Carrier will be furnished with a final check covering all time due on the next scheduled payroll disbursement date per the contract; employees terminated involuntarily from the service of the Carrier will be furnished a final check within the second workday thereafter. All final checks will be mailed to the employee's home address on record.

(c) When an employee's actual earnings are, at the fault of the Carrier, short one day or more day(s), but not the total of multiple shortages not equaling one or more full days, adjustment shall be made and the employee will have an off-cycle disbursement processed via direct deposit to their bank account on file within the second work day after payroll confirms the shortage. All other shortages will be addressed in the following pay cycle.

(d) When payroll information becomes accessible through electronic means with the ability for the employee to retain a personal copy on the property, including direct deposit and payroll advice, and the Carrier so elects, the electronic posting of payroll and records for other compensation elements will be the sole means by which compensation information is reported.

Delete in its entirety **Rule 57. Bereavement Leave and Interpretations** and replace with the following:

RULE 57. BEREAVEMENT LEAVE.

Bereavement leave, of three (3) consecutive work days, shall be allowed upon the death of an employee's spouse, child, stepchild, grandchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, spouse's parent, or spouse's stepparent. 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.

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 of the three (3) bereavement days lost during bereavement leave.

Employees will make provision for such leave with their supervising official in the usual manner. Any agreement term providing for blanking jobs or realigning forces shall not be applicable to the individual employee or his position when absent under this provision.

Section 6. Effect:

(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 its entirety, of any Section 6 Notices or other proposals as may have been served by BRC or NIRCRC.

(b) This Agreement shall remain in effect through December 31, 2025, and thereafter, until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

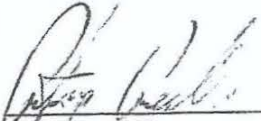
(c) The parties to this Agreement shall not serve or progress prior to April 1, 2025 (not to become effective until January 1, 2026) any notice or proposal to amend or change any provision or appendix of the October 1, 1986 General Agreement not amended or changed by this Agreement; this Agreement itself; or any other matters not covered thereby.

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

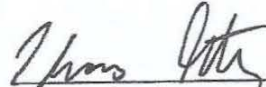
(e) This Agreement is subject to BRC ratification and approval by NIRCRC's CEO/Executive Director.

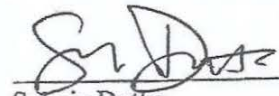
Effective the first pay period after NIRCRC is notified of successful ratification and approval by NIRCRC's CEO/Executive Director.

FOR BRC:

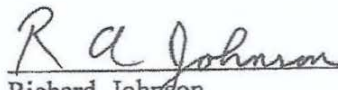

Richard Reilly
National Representative, BRC


FOR NIRCRC:


Thomas Stuebner
Senior Director, Labor Relations


Sylwia Dutka
Senior Labor Relations Specialist

APPROVED:


Richard Johnson
General President, BRC


James Derwinski
CEO/Executive Director



Side Letter No. 1

December 24, 2021

Mr. Richard Reilly
National Representative, BRC
19300 Tara Ct.
Mokena, IL 60448

Mr. Richard Johnson
General President, BRC
3 Research Place
Rockland, MD 20850

This is with reference to the Wage, Rule, and Benefit Agreement reached today between the parties concerning the locally negotiated monthly health and welfare cost share. During negotiations it was agreed the fixed monthly cost share is non referable except between the bargaining parties and is without prejudice to position of the National Carriers' Conference Committee (NCCC).

Please sign below for your concurrence.

Sincerely,

Thomas Stuebner
Senior Director, Labor Relations

CONCUR:

Richard Reilly
National Representative, BRC

APPROVED:

Mr. Richard Johnson
General President, BRC



Side Letter No. 2

December 24, 2021


Mr. Richard Reilly
National Representative, BRC
19300 Tafa Ct.
Mokena, IL 60448

Mr. Richard Johnson
General President, BRC
3 Research Place
Rockland, MD 20850

This is with reference to the Wage, Rule, and Benefit Agreement reached today between the parties concerning the payment of back wages and implementation of wage rates. It was agreed that every effort would be made to pay retro wages within 60 days of ratification, but in any event no later than 90 days. Similarly, rates of pay will be adjusted within the same time period.

Please sign below for your concurrence.

Sincerely,




Thomas Stuebner
Senior Director, Labor Relations

CONCUR:



Richard Reilly
National Representative, BRC

APPROVED:



Mr. Richard Johnson
General President, BRC

THIS AGREEMENT, made this 17th day of January, 2014, by and between the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC" or "Carrier") and Brotherhood of Railway Carmen Division ("Organization") and covered by the October 1, 1986 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 October 1, 1986, 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 October 1, 1986, 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. Health Care Premium Cost Sharing: (a) Effective July 1, 2013, each employee shall contribute twenty (\$20.00) dollars in addition to existing employee 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 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 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 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 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 paragraph above, shall be increased by an additional thirty (\$30.00) dollars per month.

Section 5. Supplemental Retirement: Amend **APPENDIX N. SUPPLEMENTAL RETIREMENT PROVISIONS** to extend the current schedule of increases contained in Section 1.

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

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

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

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

(j) 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 October 1, 1986 General Agreement, as amended, shall be further amended to the extent indicated below and as attached:

Modify **RULE 18. PAYING OFF.** by lettering the existing subsections (a) through (d) and adding a new subsection (e) as stated below:

(e) When payroll information becomes accessible through electronic means with the ability of the employee to print and retain a personal copy on the property, including direct deposit and payroll Advice, and the Carrier so elects, the electronic posting of payroll and records for other compensation elements will be the sole means by which compensation information is reported. The Carrier will provide the Employees and the Organization with at least sixty (60) days advance written notice of implementation of the system.

Modify **RULE 47. PRINTED SCHEDULE.** by deleting the existing provision and replacing with the following:

RULE 47. PRINTED SCHEDULE. *The Carrier will have printed, in book form, copies of this Agreement and upon request, and signing receipt therefore, will furnish a copy to employees affected. When electronic access becomes available to employees, and the Carrier so elects, all agreements currently in effect will be posted on electronic media. Reasonable requests for printed copies will be provided on a case by case basis.*

Amend **RULE 58A – SICK LEAVE.** by deleting existing paragraph “(b)(i)” and add new paragraphs “g” and “h” to read as follows:

(b)(i) The sick benefit days provided in paragraph (a) hereof which remain unused at the end of each calendar year, or upon the employee’s retirement under the provisions of the Railroad Retirement Act, will be placed into a supplemental “Sick Leave Reserve Account.”

(g) 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 BRC Sick Leave Reserve Account and will be governed by the provisions of this Rule 58A.

(h) 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 Banks. 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.

Amend **RULE 58 B – PERSONAL LEAVE.** by deleting existing paragraph “(e)” and replace with the following:

(e) The personal leave days provided in paragraph (a) hereof which remain unused at the end of each calendar year, or upon the employee’s retirement under the provisions of the Railroad Retirement Act, will be placed into a supplemental “Sick Leave Reserve Account,” as provided for under Rule 58 A. SICK LEAVE

Modify **RULE 61** to provide that Carrier may, at its discretion, establish positions mechanic position titled Traveling Carman with an initial rate of \$32.13 per hour (July 1, 2013 rate). Positions will be filled from the Carman's ranks – qualifications sufficient, seniority will govern. Such positions shall not be subject to Rule 9.

Adopt a new Side Letter to **APPENDIX B. NATIONAL NON-OPERATING VACATION PROVISIONS** that would modify the application of that appendix and **RULE 50. VACATIONS.**

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 years. (See Side Letter No 3)

Delete in its entirety Section 8 of **APPENDIX H** and replace with the following:

Section 8. *The "selected carman" referred to in Section 7(a) shall be designated by the Carrier after giving full consideration to the recommendations of the Organization representatives. On calendar days when the selected Carman has a first period apprentice working under his jurisdiction such Carman shall be paid an additional \$8.00 for such day.*

Create a new **APPENDIX P** to address the position of VACANCY RELIEF as contained in Side Letter No. 4 attached hereto.

Create a new **APPENDIX Q** to address the Carrier's option to establish a compressed workweek contained in Side Letter No. 5 attached hereto.

Consolidate expense provisions by adopting a new **APPENDIX R** as contained in Side Letter No. 6 attached.

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 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.

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

Signed at Chicago, Illinois this 17th day of January, 2014.

Effective date: February 15, 2014

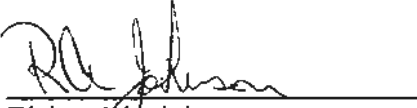
FOR THE ORGANIZATION:

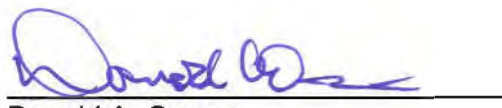

Raymond Grygiel
National Representative

**FOR NORTHEAST ILLINOIS
REGIONAL COMMUTER
RAILROAD CORPORATION**


Jeffrey L. Barton
Senior Director – Labor Relations

APPROVED:


Richard A. Johnson
General President BRC/TCU


Donald A. Orseno
Interim Executive Director

January 17, 2014

Mr. Raymond Grygiel
National Representative
BRC DIV./TCU
8501 Edelweiss Drive
Palos Park, Illinois 60464

Dear Mr. Grygiel:

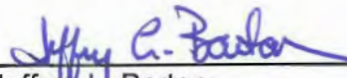
In the last round of negotiations, employee representatives were offered a choice between accepting continued health and welfare benefits without employee cost sharing or accepting cost-sharing with a higher wage pattern. Different employee groups selected between the two options. The BRC is amongst the groups that selected no employee cost contributions in favor of the lower wage pattern.

The election process created inequity amongst the various labor groups as the selection of cost-sharing has created a higher base salary than those organizations which selected the no-cost sharing option. The current difference means the cost-sharing groups enjoy a base salary 2.0% higher (2.2% with compounding) and contribute eighty (\$80) dollars a month in employee contributions for health care that the non-contributing groups do not.

In an effort to maintain relative parity amongst employee groups in regard to health care contributions and wage increases, the Carrier has provided the Organization with the following option, which the Organization has chosen to exercise:

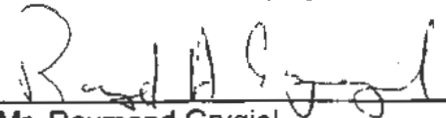
Upon fully executing the Wage, Rule and Benefit Agreement, or within ten (10) days thereafter, the Organization may elect to exercise this option: "Effective with the application of the General Wage Increase contained in Section 2(a) of this Agreement and applied concurrently, the Carrier shall adjust all wages by an additional two point two percent (2.2%). Effective with the application of employee Cost Sharing contained in Section 4(a), the Carrier shall implement an eighty (\$80) dollar a month contribution in addition to the increase required in Section 4(a), for a total base contribution of one-hundred (\$100) dollars a month."

Very truly yours,



Jeffrey L. Barton
Senior Director – Labor Relations

On Behalf of the Employees I so elect



Mr. Raymond Grygiel
National Representative

January 17, 2014

Mr. Raymond Grygiel
National Representative
BRC DIV./TCU
8501 Edelweiss Drive
Palos Park, Illinois 60464

Dear Mr. Grygiel:

In connection with the Wage, Rule, and Benefit Agreement reached today, it is understood that the following shall govern the payment of any retroactive wage adjustments that may result from the July 1, 2013 general wage increase(s) as provided for in Section 2(a), as potentially modified by the election contained in Side Letter No. 1. Specifically, such required retroactive wage adjustment shall be paid as part of regular payroll, subject to all regular and normally applicable payroll tax withholdings. It is the Carrier's intent to make the wage payment within sixty (60) days of the effective date of this Agreement.

Payment of 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.

In the event an employee or former employee is deceased, such retroactive money shall be paid to his or her estate.

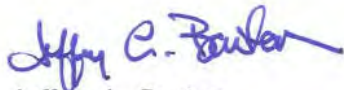
In the event an employee has been suspended/dismissed during the period of retroactive pay and, pursuant to an agreement or award resulting in back-pay, such retroactive compensation will apply to back-pay as well..

In regard to the Lump Sum payment, such payment will be by separate check, subject to all regular and normally applicable payroll tax withholdings. It is the Carrier's intent to make the wage payment within sixty (60) days of the effective date of this Agreement. To receive such payment the employee must be:

- (i) Have an active employment relationship up to the effective date of this Agreement or,
- (ii) Who are suspended/dismissed on the effective date of this agreement, but who are subsequently reinstated to service, pursuant to the agreement or award prompting their return to service or,
- (iii) Have retired within 365 days of the effective date of the Agreement or,
- (iv) Have died within 365 days of the effective date of the Agreement.
- (v) Have been placed in some form of leave status within 365 days of the effective date of the Agreement payable upon their return to active service (not applicable employees in application of seniority retention provisions).

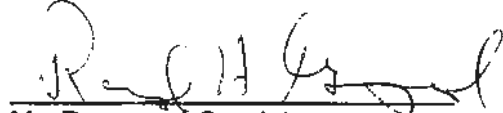
Please signify your concurrence in the space provided below.

Very truly yours,



Jeffrey L. Barton
Senior Director – Labor Relations

I Concur:



Mr. Raymond Grygiel
National Representative

January 17, 2014

Mr. Raymond Grygiel
National Representative
BRC DIV./TCU
8501 Edelweiss Drive
Palos Park, Illinois 60464

Dear Mr. Grygiel:

This is in regard to the Wage, Rule and Benefit Agreement signed this date specifically **Section 6. General Agreement Rule Changes**, addressing **APPENDIX B. NATIONAL NON-OPERATING VACATION PROVISIONS** and **RULE 50. VACATIONS.**

Currently the vacation agreement in place on the Carrier is the National Non-Op Vacation Agreement, as revised. That agreement provides for incremental increases in the amount of vacation based on the number of "qualifying" years working in any craft signatory to that agreement if such service is continuous.

The Carrier desires to modify the on the property application of that agreement so that after an employee has been employed with the Carrier in any capacity for three or more years incremental increases in allocation for subsequent years would be based on longevity of service with the Carrier, irrespective of the type of service, and not qualifying years under the National Non-Operating Vacation Agreement.

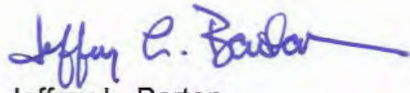
Therefore, it is understood that:

In application of the National Non-Operating Craft Vacation Agreement after an employee has been in service for three (3) or more years, irrespective of type of service with the Carrier, incremental increases in the number of weeks of vacation will be based on longevity of service with the Carrier and not "Qualifying years" as defined in the Vacation Agreement. Such incremental increases will be available January 1 of the year after the employee obtains the requisite anniversary requirement.

This application will not change the need for an employee to have prior calendar year qualifying service, scheduling, or any other aspect of the Vacation Agreement.

This provision will be applied January 1 of the year after the effective date of the agreement.

Very truly yours,



Jeffrey L. Barton
Senior Director – Labor Relations

I Concur:



Mr. Raymond Grygiel
National Representative

January 17, 2014

Mr. Raymond Grygiel
National Representative
BRC DIV./TCU

8501 Edelweiss Drive
Palos Park, Illinois 60464

Dear Mr. Grygiel:

This is in regard to the Wage, Rule and Benefit Agreement signed this date specifically **Section 6. General Agreement Rule Changes**, addressing establishing a new appendix for Vacancy Relief position.

THEREFORE, IT IS AGREED:

APPENDIX P

VACANCY RELIEF POSITIONS

AGREEMENT between Northeast Illinois Regional Commuter Railroad Corporation (NIRC) and the Brotherhood of Railway Carmen Division.

In the event the Carrier establishes Vacancy Relief position(s) (limited to two (2) per operating district except if otherwise agreed), the following duties and conditions apply:

Section 1. *Duties will consist in part of filling short term vacancies, as needed, on positions located on the operating district where the vacancy relief position(s) is headquartered and other duties as assigned pursuant to Section 3(b) herein.*

Section 2. (a) *Permanent headquarters will be established by bulletin for each Vacancy Relief employee.*

(b) *Vacancy Relief employees shall be assigned an eight-hour day, five days a week. When consistent with the needs of service, preference will be given to a Monday through Friday workweek with Saturday and Sunday as a rest day.*

Section 3. (a) *The employee occupying the Vacancy Relief position will assume the duties, assigned hours, assigned rest day, headquarters point, and rate of pay of the position that he is relieving, except such employee's pay shall not be reduced from that of his regular position.*

(b) *When not relieving the relief employee may be used to perform other work as assigned however, his assigned hours, assigned rest days, and headquarters are those of his permanent position.*

Section 4. (a) *While assigned to relieve a position work performed by the Vacancy Relief employee on the sixth or seventh day will not be considered work performed on the rest day of the employee's regular position.*


(b) *While assigned to relieve a position the employee shall be entitled to overtime pay in the same manner as the regular incumbent for service outside assigned hours, sixth and seventh days, and holidays of the position relieving.*

(c) *When moving between work assignments paid at the straight time rate (e.g. returning from a third shift relief assigned to their regular first shift assignment) a rest break of at least eight (8) hours between work cycles must be afforded. An employee who cannot fill all or a portion of their regular or relief assignment due to be afforded a break in service will not have their pay reduced.*

(d) *In the event the Vacancy Relief employee is required to work more than eight (8) consecutive days at the straight time rate he shall be entitled to an additional ½ time penalty per hour for straight time work each day in addition to any other compensation. If provided a rest day that breaks the continuity of service such break will not result in a reduction in pay.*

Section 5. (a) *A Vacancy Relief employee assigned away from his permanent headquarters will be furnished transportation consistent with Appendix R.*

Very truly yours,



Jeffrey L. Barton
Senior Director – Labor Relations

I Concur:



Mr. Raymond Grygiel
National Representative

January 17, 2014

Mr. Raymond Grygiel
National Representative
BRC DIV./TCU
8501 Edelweiss Drive
Palos Park, Illinois 60464

Dear Mr. Grygiel:

This is in regard to the Wage, Rule and Benefit Agreement signed this date specifically **Section 6. General Agreement Rule Changes**, addressing establishing a new appendix for a Compressed Workweek.

THEREFORE, IT IS AGREED:

APPENDIX Q

COMPRESSED WORKWEEK

The Agreement below is in lieu of any existing Rule in conflict with the provisions contained herein. The purpose and compensation of the Compressed Workweek is to improve productivity and quality of life for employees represented by the Brotherhood of Railway Carmen. Establishing or discontinuance of the Compressed Workweek is at the discretion of the Carrier.

Section 1 – Rate of Pay: *The rate of pay for employees working a compressed workweek shall be established at \$29.71 (July 1, 2013 rate) subject to all future wage increases.*

Section 2 – Workweek: (a) *The Carrier may deviate from a five (5) eight (8) hour day workweek in favor of a four (4) ten (10) hour day workweek schedule in order to meet the needs of service.*

(b) *Workweeks on a four-day workweek will consist of four (4) consecutive ten (10) hour days and three (3) consecutive rest days. The first day of the workweek shall be either Monday or Tuesday.*

(c) *Changes in the workweek will be handled consistent with General Agreement rules concerning abolishment and bulletining of positions.*

Section 3 – Starting Time: (a) Where one shift is worked the starting time shall be established no earlier than 0530 hours and no later than 0800 hours.

(b) Where two shifts are worked, the starting time of the shift continuous with the first shift shall be established to begin no earlier than thirty (30) minutes before or no later than thirty (30) minutes after the end of the first shift or end no earlier than thirty (30) minutes before or no later than thirty (30) minutes of the start of the first shift

(c) Each shift as provided for in subsection (a) or (b) shall include twenty (20) minutes for lunch within the fourth through the fifth hour. This meal period will be provided without a loss in compensation. One meal period per shift will be allowed except as provided in (d) herein.

(d) Subsequent meal period(s) of twenty (20) minutes without a loss in compensation will be allow after ten and one-half hours of service and every four (4) hours thereafter.

Section 4 – Overtime: Employees will be paid straight time for all straight time work, penalty payments for work on holidays, and overtime for work in excess of ten (10) hours in an assigned work day or forty (40) hours a week.

Section 5 – Vacation: (a) An employee regularly assigned to the four (4) day, ten (10) hour workweek will receive 1.25 days of credit for each day on which compensated service is performed on such position toward the service requirements of the National Non-Operating Vacation Provisions of Appendix B.

(b) An employee regularly assigned to the four (4) ten (10) hour day workweek who takes vacation will be charged with 1.25 days of vacation for each day of vacation taken.

(c) Transfers of unused vacation to an employee's Sick Leave Reserve Account are based on hours.

Section 6 – Holidays: (a) When one of the recognized holidays provided for in Appendix A falls on any of the four (4) consecutive workdays of the workweek, employees assigned thereto who qualify under Appendix A for holiday pay will be compensated for ten (10) hours at the straight time rate for such holiday. When one of the recognized holidays falls on any of the three (3) rest days of the workweek employees assigned thereto who qualify under Appendix A for holiday pay will be compensated for eight (8) hours at the straight time rate for such holiday.

(b) When one of the recognized holidays provided for in Appendix A falls on any of the four (4) consecutive workdays of the workweek and employees are required to work such holiday, or are required to work on a day substituted for a recognized holiday pursuant to (c) hereof, they will be compensated for such service at the time and one-half rate in accordance with General Agreement Rules, in addition to eight (8) hours at the straight time rate for such holiday, if qualified.

(c) When any of the recognized holidays fall on Tuesday, Wednesday, or Thursday, all employees in the work group will work on such holiday at the pro rata

rate and as a group either take Friday or the following Monday as the holiday providing:

- (i) a majority of the employees assigned to the work group request an alternative,
- (ii) there is concurrence of the Supervising Officer, and
- (iii) the General Chairman prior to the workweek in which such holiday falls does not disapprove the arrangement.

NOTE: The "work group" stated in (c)(i) include all crafts and all shifts.

Section 7 – Sick Leave, Bereavement Leave, Jury Duty, and certain other paid absences: When absences are subject to paid-not-worked provisions for other than vacation or personal days such absences will be taken without loss in compensation.

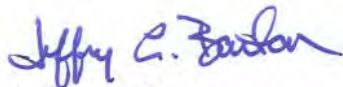
Section 8 – Personal Leave: (a) Employees granted a Personal Day will be charged 1.25 days from the employee's current years' allocation as provided in Rule 58B.

(b) Sick, personal or vacation days, or any portion thereof that remains unused at the end of the year will be placed into the Sick Leave Reserve Account established in Rule 58A.

(c) Days drawn from an employee Sick Leave Reserve Account shall be paid on a basis that eight hours constitutes a day. Accordingly, 1.25 days must be drawn to receive no loss in compensation.

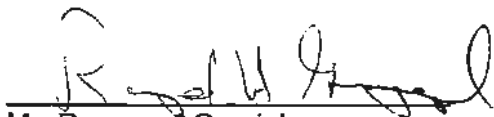
(d) Transfers to an employee's Sick Leave Reserve are based on hours. Accordingly, withdrawals and pay-outs are based on an eight-hour day, five days a week. Upon permanent separation from the Carrier as provided for in Rule 58A(b), the basis of payment is an eight-hour day.

Very truly yours,



Jeffrey L. Barton
Senior Director – Labor Relations

I Concur:



Mr. Raymond Grygiel
National Representative

January 17, 2014

Mr. Raymond Grygiel
National Representative
BRC DIV./TCU
8501 Edelweiss Drive
Palos Park, Illinois 60464

Dear Mr. Grygiel:

This is in regard to the Wage, Rule and Benefit Agreement signed this date specifically **Section 6. General Agreement Rule Changes**, addressing establishing a new appendix to cover expenses of employees will on-duty

THEREFORE, IT IS AGREED:

APPENDIX R

EXPENSES

Section 1. *Employees utilized outside the shop area will be provide transportation by the Carrier at no expense to the employee.*

Section 2. *If such transportation is not furnished, the employee will be reimbursed for the cost of rail fare, or the cost of other public transportation used in making the trip, or, if authorized by the Carrier and he is willing to use his personal vehicle he will be paid, at his option either:*

(i) An allowance of fifty cents (\$.50) for each mile, or an amount pursuant to the corporate policy established by the Carrier, whichever is greater, for each mile traveled subject to the documentation verifying travel as required by the Carrier as an expense.

(ii) An allowance based on a standardized mileage from a major supplier between two fixed points (e.g. Google Map), whether or not requiring documentation, and paid under the Constructed Mileage Rate as additional compensation as agreed upon by the parties.

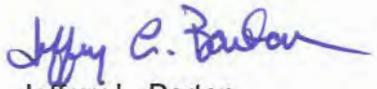
NOTE: *In the application of subsection (b)(i) and (b)(ii) regarding use of personal vehicle it is recognized that both subsection (i) and (ii) could apply, but not for the same miles traveled. As an example, the employee electing to*

use his personal vehicle may elect for payment schedule (ii) to travel from his permanent headquarters to the work location and, once there, if additional travel is required during the work cycle, apply subsection (i).

Section 3. *Such employees if required to remain away from home station overnight, necessitating purchase of meals and/or lodging, if not provided by the Carrier, will be reimbursed for such actual necessary expenses.*

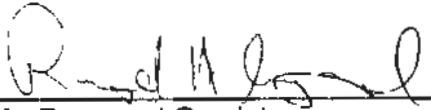
Section 4. *The employee's unwillingness to use his or her personal vehicle will not be the basis for disqualification.*

Very truly yours,



Jeffrey L. Barton
Senior Director – Labor Relations

I Concur:



Mr. Raymond Grygiel
National Representative

Sample

2013 Corporate Constructed Mileage Rate.

<u>Tax</u>	<u>Employee Percentage</u>
Federal Tax:	28.00%
Illinois Tax:	5.00%
RRRT Tier 1:	6.20%
RRRT Tier 2:	4.40%
Medicare Tax:	1.45%
Unemployment Insurance Tax:	<u>0.00%</u>
Comprehensive Tax Rate:	45.05% (a)
Percentage Retained by Employee after Taxes:	54.95% (b) (See Methodology below)
Published IRS Mileage Rate	\$0.5650 (c)

Methodology

State Comprehensive Tax Rate	<u>.4505</u> (a)
Subtract from 1	1.0
Employee percentage	<u>.5495</u> (b)
State IRS mileage rate	<u>.5650</u> (c)
Solve for Constructed Mileage Rate	(x)

$$b * x = c$$

$$\frac{b * x = c}{b \quad b}$$

$x = c/b$ rounded two decimal places = constructed mileage rate

Constructed Mileage Rate: \$1.03 (x)

DATE

Mr. Raymond Grygiel
National Representative
BRC DIV./TCU

8501 Edelweiss Drive
Palos Park, Illinois 60464


Dear Mr. Grygiel:

During discussions on the Wage, Rule and Benefits agreement signed this date the Carrier sought protection against adverse impact in the event the TCU pension became financially unstable.

The Organization rejected such proposal on several grounds not the least of which, by all current indications, the TCU pension plan as currently administered is by all indicators stable.

This will confirm the parties view that the health of the supplemental retirement plan is of mutual interest and the Organization's commitment that should the health of the TCU pension plan change with the result that the Carrier becomes liable for costs in excess of the contribution on the employee's behalf due to statutory, regulatory or plan requirements the Organization will enter into voluntary discussions with the Carrier to explore mechanisms to address the additional cost.

Very truly yours,



Jeffrey L. Barton
Senior Director – Labor Relations

I Concur:



Mr. Raymond Grygiel
National Representative

January 17, 2014

Mr. Raymond Grygiel
National Representative
BRC DIV./TCU
8501 Edelweiss Drive
Palos Park, Illinois 60464

Dear Mr. Grygiel:

This is in regard to the Wage, Rule and Benefit Agreement signed this date specifically, addressing positions or service currently entitled to the \$.24 differential.

As a result of our negotiations, it was agreed that the \$.24 differential would be increased to \$.50 per hour upon the effective date of this Agreement. It was further agreed that the differential for positions requiring AWS welding certification would be established at \$1.00 per hour also upon the effective date of this Agreement. These differentials are not subject to any future GWIs.


If the foregoing correctly represents your understanding, please signify your concurrence by signing below.

Very truly yours,



Jeffrey L. Barton
Senior Director – Labor Relations

I Concur:



Mr. Raymond Grygiel
National Representative

August 26, 2011

Raymond H. Grygiel
International Representative,
Brotherhood of Railway Carmen
Transportation International Union
8501 W. Adelweiss Drive
Palos Park, IL 60464

Dear Sir:

Consistent with our discussions on this issue, the parties have agreed to revise Section 12 (c) of the apprentice agreement, Appendix H.

The Parties agree to delete the phrase "minus 732 workdays" from the last sentence of Appendix H, Section 12 (c). Section 12 (c) will now state:

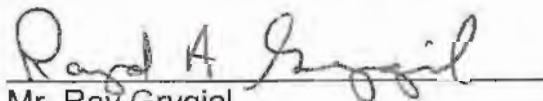
(c) Apprentices completing apprenticeship will forfeit any other craft seniority and apprentice standing and will establish seniority rights as a journeyman as of the date of completion. After the completion of 732 work days, vacation and personal days observed by an employee during their apprenticeship will be credited towards the establishment of their Journeyman's seniority date.

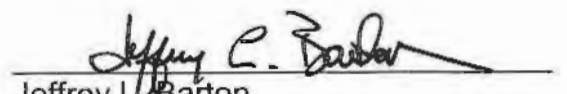
This agreement is retroactive to March 1, 2011.

Signed in Chicago, Illinois this 6 day of August, 2011

For the Brotherhood of Railroad Carmen
Division, Transportation
Communications International Union

For the Northeast Illinois Regional
Commuter Railroad Corporation:


Mr. Ray Grygiel
International Representative


Jeffrey L. Barton
Acting Senior Director Labor Relations

APPENDIX H

APPRENTICESHIP AGREEMENT

AGREEMENT between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood Railway Carmen of the United States and Canada.

IT IS AGREED:

Section 1. (a) Apprentice positions will be established where it can be anticipated need for Carmen will exist when apprenticeship is complete. Ratio of Apprentices is not to exceed one to five Carmen.

(b) No apprentices will be hired or recalled to service while Journeyman Carmen are furloughed as a result of force reduction.

Section 2. The apprentice program shall consist of three periods, consisting of a total of 732 days of training divided as follows:

- 1st period - 200 days of compensated service
- 2nd period - 200 days of compensated service
- 3rd period - 332 days of compensated service

Section 3. All individuals entered in the training program will, when instructed, report to designated training location for periods of classroom and/or training shop instruction.

Section 4. Rates of pay for apprentices under this program shall be as follows:

- 1st Period - 70% of Carmen's Rate
- 2nd Period - 80% of Carmen's Rate
- 3rd Period - 90% of Carmen's Rate

Section 5. (a) While engaged in classroom and/or training shop instruction, apprentices will be paid at the straight time rate with a minimum of 8 hours per day, 5 days per week. Should one of the National Holidays specified in the Carmen's Agreement occur during a session on a day which would normally be a work day for the employee(s), they shall choose a mutually acceptable alternate date. The Carrier will, to the extent possible, schedule classes in weeks that do not include National Holidays.

NOTE: Training will not be scheduled on Labor Day, Thanksgiving, Christmas Eve or Christmas Day, nor on New Year's Day. When training includes any other holiday, the agreement should reflect training status on straight time pay for that day, plus the aforementioned alternate day off at some time after the training period is completed.

(b) Apprentices covered by this Agreement sent by the Carrier outside the area comprising Cook

and the five RTA collar counties for the purpose of attending training or orientation schools shall be reimbursed for necessary actual expenses for lodging, meals, and travel expenses, and shall suffer no loss in pay.

Section 6. Training. (a) Apprentices will, as per location, be assigned to the different types of work as will permit such apprentices to become familiar with the work of the craft normally performed at that location. Types of work assignment and periods applicable to each shall conform to the schedule contained in separate letter made a part of this Agreement.

(b) A monthly log for apprentices will be kept at the point which will state in sufficient detail the actual experience they have gained on various phases of their work. Monthly logs will be subject to periodic review between the Carrier and the local committee in order to insure the adequacy of the apprentice's work experience and training. Such review shall be held locally on a quarterly basis.

(c) In the event an apprentice is not making satisfactory progress, the Carrier's representative and the Local Chairman shall attempt to ascertain the cause and institute appropriate remedial action.

(d) This rule neither contemplates nor requires that, aside from the periods of classroom and/or training shop instruction referred to in Section 3, the Carrier will be required to move apprentices from one location to another in order for them to secure training in operations not performed at the location for which employed, neither does it require that the Carrier "arrange" for the performance of work of any type at a location not normally performed at that location.

Section 7. Working Conditions. (a) First period apprentices will be permitted to perform any Carman's work provided they are employed under the direct supervision of a selected Carman (including qualified set-up helper). Temporary absence of the selected Carman shall not be deemed sufficient to break the continuity of such direct supervision.

(b) Second period apprentices will be permitted to perform any carmen's work provided they are employed under the general supervision of a carman (including qualified set-up helper). They will not be assigned on shifts on which a carman is not employed.

(c) Third period apprentices will be permitted to perform any and all carmen's work.

(d) First period apprentices shall not be assigned to other than Monday-Friday day shift except by written agreement between the Carrier and the General Chairman.

(e) Two apprentices will not be worked together as partners.

(f) Apprentices will not be allowed to work overtime except during the last period of apprenticeship, provided that all available Carman (including qualified set-up helpers) on the overtime call list have been called.

Section 8. The "selected carman" referred to in Section 7(a) shall be designated by the Carrier after giving full consideration to the recommendations of the Organization representatives. On calendar days when the selected carman has a first period apprentice working under his jurisdiction such carman shall be paid an additional \$4.00 for such day.

Section 9. (a) Employees presently in service may be allowed to enroll in the apprentice

program with the understanding that those classified as Carmen Helpers will be given first consideration for such positions. Notice will be posted on the shop bulletin boards advising of openings in the Carmen Apprentice Program and instructing interested employees to inquire at the supervisor's office for details regarding the program.

(b) Employee candidates expressing a desire in writing to become an apprentice will be tested by the Personnel Department for qualifications. As a vacancy in the program occurs, apprenticeship will be awarded to the senior qualified applicant.

(c) Employees of the craft entering the apprentice program will retain and continue to accumulate seniority as Coach Cleaners or Carman Helpers. Employees of the craft so enrolling will not have their current rate of pay reduced while in the Carmen apprentice program. Set-up Carmen Helpers presently in service entering the program will be given credit against first and/or second period apprentice day requirements for days worked as set-up Carmen Helpers provided that no such employee shall be given credit in excess of 400 days; i.e., any and all such employees will be required to serve the entire third period of 332 days and complete classroom and/or training shop instruction applicable to the craft before being eligible for a Carman seniority date. Time other than set-up Carmen Helper time will not be counted toward apprenticeship.

Section 10. (a) An apprentice must demonstrate an aptitude for the work, appropriate work ethic, and achieve and maintain an adequate score to remain in the apprentice program.

(b) Training will be provided through periods of classroom instruction, practical application, and study work. An apprentice's performance will be assessed by study work, quizzes, practical exercises, tests, and a final exam.

Quizzes, study work, practical exercises, tests, and the final exam will be scored using a scale of zero (0) to one hundred (100). Missed tests, practical exercises, quizzes, study work, or final exam receive the score of zero. Except in the case of extraordinary circumstances, (extreme hardship, etc,) there will not be an opportunity to retake tests, practical exercises or the final exam. In each individual circumstance, the Carrier and the International Representative must agree the employee's situation fits the definition of "extreme hardship."

Each course will be comprised of graded study work, quizzes, practical exercises and a course test. Assessment of apprentice progress will be measured by an aggregate course score, based upon the ratio of 20% study work, 30% quizzes and practical exercises, and 50% tests. This aggregated total is the classroom score.

The first test will take place after the core curriculum portion of the apprenticeship training, followed by tests after each course. Beginning with the aggregate score from core training, an apprentice must achieve and continue to maintain a minimum aggregate score of 75% to be retained in the apprentice program. Apprentices must maintain a score of 75% or greater, based upon the percentages above, and earn a final composite score of 75% or greater, or will be removed from the apprentice program.

Apprentices will also take a final exam. The final exam score and the classroom score will be weighted equally and used to determine the final grade. Each apprentice must achieve a final composite score of 75% or greater to successfully complete the apprentice program.

(c) An apprentice failing to maintain an adequate composite score throughout the training, failing to demonstrate proficiency in the work through practical application, failing to demonstrate appropriate work ethic, or unable to maintain the training schedule due to absence, will be removed from the apprentice program. Such disqualified apprentice with helper seniority will be permitted to take an open helper job or displace the junior most helper on the roster.

(d) An apprentice removed from or unable to complete the apprentice program shall terminate their employment relationship with the Carrier unless he/she exercises seniority, if any, maintained pursuant to the provisions of the applicable collective bargaining agreement. The disqualified apprentice must exercise seniority within 48 hours of removal from the apprentice program.

(e) This section supersedes the qualifications and discipline rules contained in the Agreement between the parties.

Section 11. Credit toward apprenticeship time may be allowed to an apprentice for previous railroad Carman craft experience upon written request submitted to the Carrier with copy to the General Chairman within 30 calendar days of the beginning of his apprenticeship. The amount of credit to be allowed will be decided by mutual agreement between the Organization and the Carrier.

Section 12. (a) Apprentices do not establish seniority per se. However, they shall be listed on a working list during their apprenticeship. Apprentices hired the same date, regardless of their starting time, shall be ranked by the following preferences:

- 1) Their rank as a Helper
- 2) Their rank as a Coach Cleaner
- 3) Other employee's under a transfer situation
- 4) New hires


(b) When there is a conflict between two or more employees within one of the groups listed, employees shall be ranked by the last four digits of their social security number, with the lowest number ranked higher.

(c) Apprentices completing apprenticeship will forfeit any other craft seniority and apprentice standing and will establish seniority rights as a journeyman as of the date of completion minus 732 workdays.

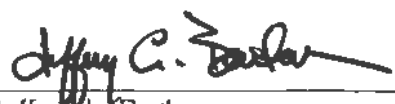
(d) Having completed the apprenticeship and establishing seniority a journeyman not holding a position through the bulletin process will be required to take an open position if one is available. If more than one vacancy exists, the senior journeyman shall have a choice of assignments.

Signed in Chicago, Illinois, this 21th day of April, 2011.

For the Brotherhood of Railroad Carmen
Division, Transportation
Communications International Union:


Mr. Ray Grygiel
International Representative

For the Northeast Illinois Regional
Commuter Railroad Corporation:


Jeffrey L. Barton
Director Labor Relations