

THIS AGREEMENT, made this December 9, 2021, by and between the Northeast Illinois Regional Commuter Railroad Corporation (NIRCRC) and the International Association of Machinists and Aerospace Workers (IAMAW) and covered by the December 16, 1987 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 December 16, 1987, as amended, with such nationally-negotiated Health and Welfare plans as applicable to IAMAW, 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 M. SUPPLEMENTAL RETIREMENT PLAN** in its entirety and replace with the following:

APPENDIX M.

SUPPLEMENTAL RETIREMENT PLAN

Employees subject to the General Agreement of December 16, 1987, as amended, shall continue to participate in the Regional Transportation Authority 401(K) Plan & Trust (Plan), as amended. As of December 31, 2018, the Carrier's contribution to each employee's individual 401(k) Deferred Compensation Plan account 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.

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 December 16, 1987 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 56. BEREAVEMENT LEAVE AND INTERPRETATIONS** and replace with the following:

RULE 56. 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 IAMAW 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 December 16, 1987 General Agreement not amended or changed by this Agreement; this Agreement itself; or any other matters not covered thereby.

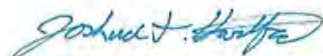
(d) This provision shall not preclude the parties from entering into agreements which are mutually accepted.

(e) This Agreement is subject to IAMAW 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 IAMAW

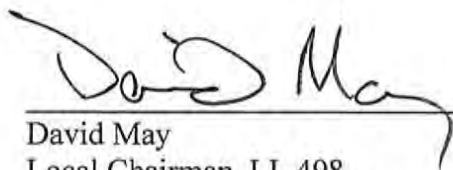
FOR NIRCRC:



Joshua T. Hartford
General Chairman, IAMAW
District Lodge 19



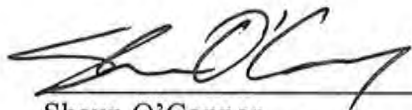
Thomas Stuebner
Senior Director, Labor Relations



David May
Local Chairman, LL 498
IAMAW, District Lodge 19



Sylwia Dutka
Senior Labor Relations Specialist



Shaun O'Connor
Local Lodge President, LL 498
IAMAW, District Lodge 19



Jim Derwinski
CEO/Executive Director



Side Letter No. 1

December 9, 2021

Mr. Joshua T. Hartford
General Chairman, IAMAW
184 Tuttle Road
Canaan, ME 04924

Mr. Dave May
Local Chairman, IAMAW
24413 S. Pine Ridge Dr.
Monee, IL 60449

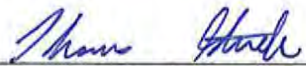
Mr. Shaun O'Connor
Local Lodge President, IAMAW
19019 S. Lynn Pkwy.
Mokena, IL 60448

J. Michael Perry
President/Directing General Chairman
IAMAW District Lodge 19
6903 Martin Mill Pike
Knoxville, TN 37920

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).

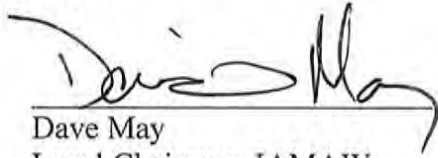
Please sign below for your concurrence.

Sincerely,



Thomas Stuebner
Senior Director, Labor Relations

I Concur:



Dave May
Local Chairman, IMAAW




Shaun O'Connor
Local Lodge President, IMAAW

Approved:



Joshua T. Hartford
General Chairman, IMAAW



J. Michael Perry
President/Directing General Chairman
IMAAW District Lodge 19



Side Letter No. 2

December 9, 2021

Mr. Joshua T. Hartford
General Chairman, IAMAW
184 Tuttle Road
Canaan, ME 04924

Mr. Dave May
Local Chairman, IAMAW
24413 S. Pine Ridge Dr.
Monee, IL 60449

Mr. Shaun O'Connor
Local Lodge President, IAMAW
19019 S. Lynn Pkwy.
Mokena, IL 60448

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,

A handwritten signature in blue ink that reads "Thomas Stuebner".

Thomas Stuebner
Senior Director, Labor Relations

I CONCUR:

A handwritten signature in black ink that reads "Dave May".
Dave May
Local Chairman, IAMAW



Shaun O'Connor
Local Lodge President, IMAAW

APPROVED:



Joshua T. Hartford
General Chairman, IMAAW