

THIS AGREEMENT, made this July 10, 2026, by and between the Northeast Illinois Regional Commuter Railroad Corporation (NIRCRC) and the Brotherhood of Maintenance of Way Employes Division (BMWED) and covered by the April 16, 1984 Agreement, as amended:

IT IS HEREBY AGREED:

Section 1. General Wage Increases:

- (a) Effective July 1, 2026, all basic rates of pay in effect on June 30, 2025 shall be increased in the amount of five (5.00) percent.
- (b) Effective July 1, 2027 all basic rates of pay in effect on June 30, 2026 shall be increased in the amount of five (5.00) percent.
- (c) Effective July 1, 2028, all basic rates of pay in effect on June 30, 2027 shall be increased in the amount of five (5.00) percent.
- (d) Effective July 1, 2029, all basic rates of pay in effect on June 30, 2028 shall be increased in the amount of four and one half (4.50) percent.
- (e) Effective July 1, 2030, all basic rates of pay in effect on June 30, 2029 shall be increased in the amount of four and one quarter (4.25) percent.
- (f) Effective July 1, 2031, all basic rates of pay in effect on June 30, 2030 shall be increased in the amount of three and three quarters (3.75) percent.
- (g) Effective July 1, 2032, all basic rates of pay in effect on June 30, 2031 shall be increased in the amount of three and one half (3.50) percent.

Section 2. Health and Welfare:

NIRCRC 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 BMWED, pursuant to its agreement with the National Carriers' Conference Committee (NCCC), 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. Each employee shall contribute towards the cost of such nationally-negotiated Health and Welfare plans in accordance with the BMWED's agreement with the NCCC currently in effect and as may be subsequently amended between BMWED and NCCC.

Section 3. Supplemental Retirement:

Delete **APPENDIX L. SUPPLEMENTAL RETIREMENT PLAN** in its entirety and replace with the following:

APPENDIX L

SUPPLEMENTAL RETIREMENT PLAN

Effective January 1, 1999, a supplemental retirement plan was established for the benefit of employees covered by the General Agreement of April 16, 1984, as amended, with such plan to be administered in accordance with the TCIU Pension Plan, Summary Plan Description, dated January 1993 (Plan). As of December 31, 2025, the Carrier's contribution to the Plan was \$1.70 per hour paid. The Carrier shall increase this contribution per the following schedule:

- (a) Effective January 1, 2026, the employer contribution shall be increased by \$0.10 for each hour paid to \$1.80.*
- (b) Effective January 1, 2027, the employer contribution shall be increased by \$0.10 for each hour paid to \$1.90.*
- (c) Effective January 1, 2028, the employer contribution shall be increased by \$0.10 for each hour paid to \$2.00.*
- (d) Effective January 1, 2029, the employer contribution shall be increased by \$0.10 for each hour paid to \$2.10.*
- (e) Effective January 1, 2030, the employer contribution shall be increased by \$0.10 for each hour paid to \$2.20.*
- (f) Effective January 1, 2031, the employer contribution shall be increased by \$0.10 for each hour paid to \$2.30.*
- (g) Effective January 1, 2032, the employer contribution shall be increased by \$0.10 for each hour paid to \$2.40.*

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 4. General Agreement Rule Changes:

Effective with the date of this Agreement, the following rules of the April 16, 1984 General Agreement, as amended, shall be further amended to the extent indicated below:

Delete in its entirety **Section 1 of Appendix B. Maintenance of Way Non-Operating Holiday Provisions**, and replace with the following:

Section 1. *(a) Subject to the qualifying requirements as set forth below, each hourly rated employee shall receive eight hours' pay at the pro rata hourly rate ("holiday pay") for each holiday enumerated below:*

New Years Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Juneteenth	New Years Eve Day
Fourth of July	

Delete in its entirety paragraphs (b) and (c) of **Rule 6. Bulletining Positions**, and replace with the following:

(b) Bulletins will be posted in a manner readily accessible to the affected employees on the fifteenth (15th) and last day of each month, except in instances where those dates fall on Saturdays, Sundays, or holidays, in which event they will be posted on the next following workday. When bulletining new positions or vacancies in any rank, those employees of the group and seniority district having seniority in the rank bulletined, those seeking promotion, and those properly seeking to establish seniority in the group bulletined shall have the opportunity to bid. Copies of bulletins will be furnished the General Chairman and Local Chairman.

(c) Employees desiring to bid on bulletined positions shall file application with the proper Carrier Officer, stating preference if bidding on more than one position, with the officer whose name appears on the bulletin, with copy to the General Chairman and Local Chairman.

Delete in its entirety paragraph (a) of **Rule 7. Bulletining Positions**, and replace with the following:

(a) Assignment bulletins showing the name of the successful applicant will be posted in a manner readily accessible to the affected employees within ten (10)

calendar days of the closing date specified by the bulletin for receipt of bids, copy of which will be furnished the successful applicant, as well as the Local Chairman and General Chairman.

Delete in its entirety paragraph (e) of **Rule 9. Force Reductions**, and replace with the following:

(e) If a furloughed or displaced employee elects to displace a junior employee, he must notify the appropriate official of the Carrier before the change is made, giving the name of the employee to be displaced and the date he will report. This procedure can, if necessary, be handled by telephone in order that the employee to be displaced can be given as much advance notice as possible by the Carrier, but not less than one workday. The Carrier will give full cooperation in assisting employees to determine and exercise their displacement rights. All employee notifications shall be confirmed to each employee so affected.

Section 5. 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 BMWED or NIRCRC.

(b) This Agreement shall remain in effect through December 31, 2032, 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, 2032 (not to become effective until January 1, 2033) 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 BMWED 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 BMWED-IBT:



Galen Owen
Vice President

07.13.2026

Date



Anthony Sessa
General Chairman

07/13/2026

Date

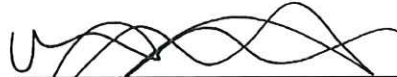


Guillermo Ponce
Vice Chairperson

7/13/26

Date

FOR NIRCRC:



Rana Abudayyeh
Director, Labor Relations

7/16/2026

Date



Sylwia Dutka
Sr. Labor Relations Specialist

7/16/2026

Date

APPROVED:



Jim Derwinski
CEO/Executive Director

7-16-26

Date



Side Letter No. 1

July 10, 2026

Dear Mr. Sessa,

In connection with the Wage, Rule and Benefit Agreement reached today, it is understood that the provisions of the new **Section 2. Health and Welfare** will be held in abeyance until July 1, 2026. Until that date, each covered employee shall continue to contribute two-hundred thirty (\$230.00) dollars toward the premium for each month the Northeast Illinois Regional Commuter Railroad Corporation makes premium payments on the employee's behalf for health insurance benefits as provided by the provisions of the section referenced in this paragraph herein.

Please signify your concurrence in the space provided below.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rana Abudayyeh', is written over a horizontal line.

Rana Abudayyeh
Director, Labor Relations

I Concur:

A handwritten signature in black ink, appearing to read 'Anthony Sessa', is written over a horizontal line.

Anthony Sessa
General Chairman



Side Letter No. 2

July 10, 2026

Dear Mr. Sessa,

In connection with **Section 2. Health and Welfare** of the Wage, Rule and Benefit Agreement reached today, the Parties agree that beginning January 1, 2031, should the nationally-negotiated monthly employee cost-sharing contribution premium towards the Health and Welfare plans as identified in Section 2 of this agreement covering represented employees exceed \$375.00 per month, NIRCRC shall provide its employees with a monthly Health & Welfare Stipend to offset such increases to employee cost-sharing contributions.

Beginning January 1, 2031, NIRCRC will make a payment, to each employee for the amount in excess of \$375.00. This will apply for each month during which the employee was required to contribute an amount exceeding \$375.00 until subsequently amended by the Parties.

NIRCRC will not make a Health & Welfare Stipend payment for any month during which an employee was not eligible for health and welfare plan benefits. Additionally, NIRCRC will not make a Health & Welfare Stipend payment for any month for which an employee did not make a contribution towards the monthly premium. Further, NIRCRC will not make a Health & Welfare Stipend payment for any month if the nationally-negotiated monthly employee cost sharing is less than \$375.00.

Please acknowledge your agreement by signing in the space provided below.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rana Abudayyeh', written over a horizontal line.

Rana Abudayyeh
Director, Labor Relations

I Concur:

A handwritten signature in black ink, appearing to read 'Anthony Sessa', written over a horizontal line.

Anthony Sessa
General Chairman



Side Letter No. 3

July 10, 2026

Dear Mr. Sessa,

This confirms our understanding regarding the parties Agreement to explore alternate options to the Railroad Employees National Health and Welfare Plan.

It is agreed that NIRCRC and the unions governed by these negotiations the American Railway and Airway Supervisors Association (ARASA) Brotherhood of the TCU/IAM, of Maintenance of Way Employes Division-IBT (BMWED), Brotherhood of Railroad Signalmen (BRS), International Association of Machinist & Aerospace Workers, District Lodge 19 (IAMAW), International Brotherhood of Electrical Workers (IBEW), SMART – Mechanical and Engineering Department (SMART-MD), Transportation Communications Union of the International Association of Machinist & Aerospace Workers (TCU-IAMAW) and Transportation Communications Union of the International Association of Machinist & Aerospace Workers Division of American Railway and Airway Supervisors Association (TCU-IAMAW-ARASA Division) shall meet within sixty (60) days of the effective date of this Agreement to discuss alternative Health and Welfare plans providing 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). It is further understood that additional labor organizations will be allowed to participate in this effort upon serving written notification to NIRCRC.

It is agreed that these discussions will be held by the parties in an attempt to establish Health and Welfare plans between NIRCRC and the labor organizations to replicate or improve benefits at the same or a lesser cost when compared to the current National Carriers' Conference Committee Health and Welfare plans. The parties shall equally bear any costs that may arise related to the retention of experts such as actuarial experts, legal consultants, etc. in connection with the evaluation of potential plan changes. The costs will be divided as follows fifty percent (50%) paid by the Carrier and fifty percent (50%) paid by the participating labor organizations. It is the parties desire to attain Health and Welfare benefit plans that improve benefits at a reduced cost. In addition, if a change occurs to a local health and welfare plan, it is the parties' intent to negotiate all future health and welfare benefits for NIRCRC employees directly with the labor organizations representing members governed by Collective Bargaining Agreements with NIRCRC.

Please acknowledge your agreement by signing in the space provided below.

Sincerely,

Rana Abudayyeh
Director, Labor Relations

I Concur:

Anthony Sessa
General Chairman



Side Letter No. 4

July 10, 2026

Dear Mr. Sessa,

In connection with the Wage, Rule and Benefit Agreement reached today, the Parties discussed the Carrier's intention to develop an electronic method for bidding and bumping. It is understood that the Carrier will provide training to covered employees on the use of such method at the time of its implementation.

Please signify your concurrence in the space provided below.

Sincerely,

A handwritten signature in black ink, appearing to read "Raha Abudayyeh", is written over a horizontal line.

Raha Abudayyeh
Director, Labor Relations

I Concur:

A handwritten signature in black ink, appearing to read "Anthony Sessa", is written over a horizontal line.

Anthony Sessa
General Chairman



Side Letter No. 5

July 10, 2026

Dear Mr. Sessa,

In connection with the Wage, Rule and Benefit Agreement reached today, the Parties agreed to amend **Appendix C. National Non-Operating Vacation Provisions** to provide for increases in the amount of vacation accruals as follows:

(a) Vacation for New Hires (Year 0)

Effective January 1, 2026, new hire employees working full-time to have paid vacation days, to be taken as single day vacation subject to all applicable rules, based on their date of hire month (in Year 0) as follows:

- January/February—5 days
- March/April—4 days
- May/June—3 days
- July/August—2 days
- September/October—1 day

(b) Vacation Year 1 Non-qualifying Employees

Effective January 1, 2026, employees working full-time in their second calendar year of employment (Year 1) who did not qualify for vacation in the prior year (Year 0) under the National Vacation Agreement will have five (5) paid vacation days, to be taken as single day vacation subject to all applicable rules.

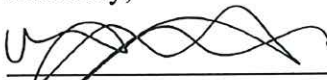
(c) Vacation Accrual Acceleration

Effective January 1, 2026, the collective bargaining agreement provisions with respect to granting of vacation will be amended to reflect the following accrual schedules:

- Two (2) or more years—10 days
- Six (6) or more years—15 days
- Fifteen (15) or more years—20 days
- Twenty-three (23) or more years—25 days

Please acknowledge your agreement by signing in the space provided below.

Sincerely,



Rana Abudayyeh
Director, Labor Relations

I Concur:



Anthony Sessa
General Chairman



Side Letter No. 6

July 10, 2026

Dear Mr. Sessa,

In connection with the Wage, Rule and Benefit Agreement reached today, the Parties agreed to amend **Appendix C. National Non-Operating Vacation Provisions** to add the following provisions:

(a) An employee transferring to employment subject to this Agreement who has unused current year allotment of vacation under any NIRCRC collective bargaining agreement, will transfer the balance of that unused vacation for use during the remainder of the calendar year in which they become subject to this Agreement, and such transferred vacation will be governed by the provisions of this Agreement.

(i) Any unused weeks of vacation shall be transferred as weeks of vacation, and any unused single days of vacation shall be transferred as single days of vacation. An employee shall not have the option to split weeks of vacation into single days at the time of the transfer, if they were not previously split per the provisions of their former collective bargaining agreement.

(ii) Any vacation transferred under section (a) above and taken during the employee's probationary period, as described in Rule 4, will not be credited towards completion of that probationary period.

(b) An employee transferring from employment subject to this Agreement to another craft or class covered under another NIRCRC collective bargaining agreement, will transfer the balance of any unused current year allotment of vacation for use under the provisions of the applicable collective bargaining agreement of that craft or class.

Sincerely,

A stylized signature in black ink.

Rana Abudayyeh
Director, Labor Relations

I Concur:

A stylized signature in black ink.

Anthony Sessa
General Chairman



Side Letter No. 7

July 10, 2026

Dear Mr. Sessa,

In connection with the Wage, Rule and Benefit Agreement reached today, the Parties recognize that there are outstanding matters of mutual interest not addressed herein. Accordingly, the Parties have agreed to continue meeting to discuss such matters in the future.

Please signify your concurrence in the space provided below.

Sincerely,

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Rana Abudayyeh
Director, Labor Relations

I Concur:

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Anthony Sessa
General Chairman