



Transportation Communications Union/IAM

International Association of Machinists and Aerospace Workers



God Bless America

Anthony M. Siriano
National Representative

October 28, 2013

To: All TCU Clerical Members employed by METRA, or Northeast Illinois Regional Commuter Railroad Corporation (NIRCRC)

Dear Brothers and Sisters:

On October 22, 2013, your TCU Unit 155 Negotiating Committee, comprised of myself, Vice President Tom Truhler and Local Chairman Brian Shanahan, reached a tentative agreement with METRA on a new contract. That agreement is now before you for ratification.

This letter summarizes the agreement. Included in this packet is an exact copy of the agreement, a ballot for your vote and a postage-paid envelope for your convenience. Completed and signed ballots must be received by November 15, 2013.

This contract delivers excellent compensation increases: more than 20% in wage increases over six years, plus a \$3,000 signing bonus.

At the average TCU starting wage – \$27.55/hour – you will gross more than \$35,000 in additional straight time compensation over the life of the agreement. That's more than the national freight contract produces over the same period.

Under this agreement employees will receive full retroactive pay from July 1, 2013. Based on the average starting rate and straight time hours only, the average employee will receive lump sum and retroactive pay totaling \$3,315 upon the agreement being signed. Your actual retroactive payment will depend on your rate of pay and will be greater if you worked overtime.

That average \$27.55/hour will grow to \$33.12/hour by the end of the contract.

To achieve these excellent compensation gains which exceed the national freight contract, we had to agree to eventually pay the same amount of health care contribution as freight railroad members pay for the identical benefits. But we start our contribution at half of what freight members have been paying for years. Our contribution then increases by \$25 annual increments, so that we don't reach national levels for at least 5 years.



Even after deducting the health contributions, a METRA member making the average straight time wage will net more than \$25,000 over the life of the agreement. And any overtime worked will increase that amount dramatically, as the contribution amount is fixed.

Wage increases are as follows:

- July 1, 2013 3.2%
- July 1, 2014 2.5%
- July 1, 2015 3.0%
- July 1, 2016 3.0%
- July 1, 2017 3.5%
- July 1, 2018 3.5%
- The above gives employees an **18.7% increase (20.22% compounded)** in general wages over the life of the agreement.
- The July 1, 2013 3.2% increase is fully retroactive.
- Eligible employees will also receive a Lump Sum Signing Bonus of **\$3,000.00**.

Health insurance contributions are as follows:

- July 1, 2013, \$100.00 per month
- July 1, 2014, \$125.00 per month
- July 1, 2015, \$150.00 per month
- July 1, 2016, \$175.00 per month
- July 1, 2017, \$200.00 per month
- July 1, 2018, \$230.00 per month

As information, the H&W premium the Carrier currently pays is \$1,554.00 per month.

Other highlights of the tentative agreement include:

- Effective each January 1st from 2014 through 2018, Carrier contributions to all Employee Supplemental Retirement Accounts will increase by \$0.05 for each hour paid at the straight time rate, for a total increase of **\$0.25 per hour** over the life of the agreement.
- **Differential Training Pay will be doubled to \$2.00 per hour** over regular pay. Also, the differential rate will be paid for the entire day for any training assignment over four (4) hours.
- Compensated service with the Carrier **in any craft or position** will count toward Entry Rate qualification.
- After three years of service **in any craft or position**, all years of service with the Carrier will count toward qualifying for incremental Vacation increases.
- Personal Days – upon retirement, rather than being lost, your current year's allotment of unused Personal Leave will be transferred to your Sick Leave Reserve Account for a 20% cash out (currently, if you retire prior to the end of the calendar year you lose any unused personal days).
- Sick Leave – upon retirement, rather than being lost, your current year's allotment of unused Sick Days will be transferred to your Sick Leave Reserve Account, again for a 20% cash out (currently, if you retire prior to the end of the calendar year you lose any unused sick days). The Sick Leave Reserve Account will also be transferable upon promotion or transfer outside of the Clerical craft.

In return for all the above improvements, it was agreed that METRA would no longer pay a penalty to vacationing employees if their position was filled during a holiday (Side Letter 4). Otherwise, METRA would have refused all future requests for vacation time that fell on a holiday.

There were other minor changes regarding various positions at corporate headquarters (see Side Letters 5 and 6).

When this bargaining round began, METRA declared it needed to hold wage increases to a minimum while securing rule and benefit concessions like other public employers were achieving both in Illinois and nationally.

We were determined to reverse the trend of public employee concessions. We set our sights on achieving the kind of significant compensation gains you deserve. We specifically benchmarked the excellent national freight agreement, which was ratified in record numbers by our freight brothers and sisters.

We wound up exceeding the national contract, reversing the trend that had been steadily eroding the wage advantage METRA workers previously enjoyed.

To achieve that, we had to agree to national contribution levels. But we succeeded in delaying and staggering those contributions – starting with only 50% of the current National Agreement rate in 2013, then 75% in 2015, with full implementation delayed all the way to July 1, 2018. The cost-sharing amounts are still well below the average health insurance contributions other employees pay, both in the railroad industry and in other unionized industries.

In conclusion, this agreement provides for real wage increases and income gains. If the agreement is ratified, the Carrier intends to issue the retro pay and lump sum bonus within sixty (60) days of the effective date of the agreement.

Your TCU Negotiating Committee strongly believes this is the best package attainable. The ratification process provides you the opportunity to vote on this tentative agreement and I will make myself available to answer any and all questions you may have.

I strongly recommend you vote FOR ratification.

In solidarity,



Anthony M. Siriano
National Representative

Enclosed with this overview letter are the following:

MEMORANDUM OF AGREEMENT (tentative agreement dated October 22, 2013)

BALLOT (pre-paid postage return envelope)

THIS AGREEMENT, made this ____ day of _____, 20____, by and between the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC" or "Carrier") and Transportation Communication Union ("Organization") and covered by the April 16, 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 April 16, 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 April 16, 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.

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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: The provisions dealing with supplemental retirement, most recently identified as Section 3 of the January 29, 2008 amendment of the April 16, 1986 General Agreement, are hereby extended so as to provide that:

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

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10/22/17

Amend **RULE 8 – TIME IN WHICH TO QUALIFY AND TRAINING THEREFOR.** By deleting Section I in its entirety and replacing with the following:

I. Employees assigned to train any person will receive \$2.00 per hour pay in addition to regular earnings for each hour devoted to such training. When assigned to train for more than four (4) hours on any day such differential will be paid for all hours of the day. Employees so assigned may be required to complete reports and evaluations in connection therewith.

Delete **RULE 63 – ENTRY RATES** Section A and replace with the following:

RULE 63 – ENTRY RATES

A. Employees entering service on and after the effective date of this Agreement shall be paid as follows for all service performed within the first twenty-four (24) completed calendar months of service for the Carrier. Total length of compensated service with the Carrier, in any craft or position, will be credited towards the length of service requirements noted below:

Delete **RULE 73 – PRINTING OF AGREEMENTS** and replace with the following:

RULE 73 – PRINTING OF AGREEMENTS.

A. This Agreement shall be printed in a booklet form and each employee covered thereby shall be furnished a copy by the Carrier and will sign for same which will be placed on his personal record. Upon request, additional copies of this Agreement will be furnished at no cost to the employees.

B. The Organization shall be furnished with copies of this Agreement to fill its needs.

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

JLB
OK
2/24/13

Adopt a Side Letter to **APPENDIX NO. 3 – NON-OPERATING (BRAC) NATIONAL HOLIDAY PROVISIONS** and **APPENDIX NO 5 – NON-OPERATING (BRAC) NATIONAL VACATION AGREEMENTS:**

To clarify the application of both rules regarding entitlement to penalty payments to vacationing employees whose positions are filled. (See Side Letter No. 4)

Adopt a new Side Letter to **RULE 80 - VACATIONS** and **Appendix 5—NON-OPERATING (BRAC) NATIONAL VACATION AGREEMENTS**

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. 3)

Amend **RULE 61 – PERSONAL LEAVE** to delete paragraph (D) in its entirety and replace with a new paragraph to read as follows:

D. At the end of each calendar year, or upon retirement under the provisions of the Railroad Retirement Act, all unused personal days will be placed in the employee's Sick Leave Reserve Account and will be handled thereafter under the provisions of Rule 55. Sick Leave.

Amend **RULE 55 – SICK LEAVE** by deleting existing paragraph "G", deleting the March 13, 2008 letter of understanding, and add new paragraphs "O" and "P" to read as follows:

(G) At the end of each calendar year, or upon retirement under the provisions of the Railroad Retirement Act, the unused portion of an employee's prior year or current year ten day sickness allowance will be transferred to a "Sick Leave Reserve Account" and may accumulate up to a maximum of one hundred twenty (120) days. Employees who have accumulated the maximum one hundred twenty (120) days in their Reserve Account shall receive an incentive cash payment equal to fifty percent (50%) for hours in excess of the maximum with payment due at the time the limit is reached.

Employee may draw from this reserve account as provided in paragraph (H), below, or they may leave the accumulated days in the reserve account until such time as they retire from the service of the Carrier under the provisions of the Railroad Retirement Act.

At the time of retirement, the employee will be given a cash payment equal to twenty percent (20%) of the unused days in the reserve account. In the case of the employee's death prior to retirement, such payment will be made to the employee's beneficiary. The straight time rate of the employee's regular position

JLB
10/22/13

held at the time of retirement or death will be used in calculating the amount due under this paragraph.

O. 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 TCU Personal Leave Bank and will be governed by the provisions of this Rule 61.

P. 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 Personal Leave Bank, 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.

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10/22/13

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, 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 ___ day of _____, 20_____.

Effective date:_____.

FOR THE ORGANIZATION:

Anthony M. Siriano
National Representative

APPROVED:

Thomas F. Truhler
National Vice President

**FOR NORTHEAST ILLINOIS REGIONAL
COMMUTER RAILROAD CORPORATION**

Jeffrey L. Barton
Senior Director – Labor Relations

Donald A. Orseno
Interim Executive Director

JLB
10/24/18

DATE

Mr. Anthony M. Siriano
National Representative
Transportation Communications Union
53 West Seegers Road
Arlington Heights, IL 60005

Dear Mr. Siriano:

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 TCU 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 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."

JLB
10/22/78

Very truly yours,

Jeffrey L. Barton
Senior Director – Labor Relations

On Behalf of the Employees I so elect

Anthony M. Siriano
National Representative

ALB
10/22/12

DATE

Mr. Anthony M. Siriano
National Representative
Transportation Communications Union
53 West Seegers Road
Arlington Heights, IL 60005

Dear Mr. Siriano:

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 lump sum payment within sixty (60) days of the effective date of this Agreement.

Payment of the Lump Sum shall be due only to employees subject to this Agreement who have performed service during the period covered by the wage increase and who:

JLB
10/22/13

- (i) Continue their 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.

Please signify your concurrence in the space provided below.

Very truly yours,

Jeffrey L. Barton
Senior Director – Labor Relations

I Concur:

Anthony M. Siriano
National Representative

JLB
10/22/13

DATE

Mr. Anthony M. Siriano
National Representative
Transportation Communications Union
53 West Seegers Road
Arlington Heights, IL 60005

Dear Mr. Siriano:

This is in regard to the Wage, Rule and Benefit Agreement signed this date specifically **Section 6. General Agreement Rule Changes**, addressing **RULE 80 - VACATIONS** and **Appendix 5-NON-OPERATING (BRAC) NATIONAL VACATION AGREEMENTS**.

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.

JLB
10/22/11

Very truly yours,

Jeffrey L. Barton
Senior Director – Labor Relations

I Concur:

Anthony M. Siriano
National Representative

JLB
10/22/13

DATE

Mr. Anthony M. Siriano
National Representative
Transportation Communications Union
53 West Seegers Road
Arlington Heights, IL 60005

Dear Mr. Siriano:

This will confirm our understanding regarding the interpretation of the 1941 Non-Operating National Vacation Agreements, as amended, and the Non-Operating National Holiday Provisions, as amended, with respect to any perceived entitlement of a penalty payment owed to a vacationing employee when such employee's position is filled. There have been occasions when vacationing employees have claimed a penalty payment equivalent to all straight and overtime compensation earned by the relief employee who filled their position while they were observing a vacation.

The Parties agree that in the proper application of the National Non-Operating Vacation Agreement on the property and the National Holiday agreement on the property there is no such entitlement for employees while they are observing a holiday or on vacation. This interpretation does not limit the Carrier's right to blank, fill, or distribute the work of the position as provided in those agreements.

Very truly yours,

Jeffrey L. Barton
Senior Director – Labor Relations

I Concur:

Anthony M. Siriano
National Representative

JLB
10/22/78

Side Letter No. 5

DATE

Mr. Anthony M. Siriano
National Representative
Transportation Communications Union
53 West Seegers Road
Arlington Heights, IL 60005

Dear Mr. Siriano:


This will confirm our understanding that positions currently titled as "Time Keepers" will, upon being vacated by the incumbent or such positions are moved to corporate headquarters, whichever comes first, shall become "partially excepted" as defined in Rule 2 of the NIRCRC/TCU General Agreement of April 16, 1998, as amended.

Very truly yours,

Jeffrey L. Barton
Senior Director – Labor Relations

I Concur:

Anthony M. Siriano
National Representative

 JLB
10/22/13

Side Letter No. 6

DATE

Mr. Anthony M. Siriano
National Representative
Transportation Communications Union
53 West Seegers Road
Arlington Heights, IL 60005

Dear Mr. Siriano:

This will confirm our understanding that incumbents to positions at corporate headquarters titled "Revenue Accounting Clerks" and "Revenue Accounting Lead Clerks" will be "red-circled" at their current rate of pay, subject to all future wage increases. New positions or vacancies will be filled at the same rate of pay as the positions of Payroll Clerks and Lead Payroll Clerks respectively.

Effective within sixty (60) days of the effective date of this agreement the Accounting Department position title "Schedule Clerk" shall be increased to equal the rate paid to Payroll Clerks.

Very truly yours,

Jeffrey L. Barton
Senior Director – Labor Relations

I Concur:

Anthony M. Siriano
National Representative

JLB
10/22/13