

# Memorandum of Agreement

Between

**Transportation Communications Union /IAM**

and

**Northern Indiana Commuter Transportation District**

The Northern Indiana Commuter Transportation District ("District") and the Transportation Communications Union / IAM ("Organization"), in full settlement of all outstanding Section 6 Notices between the District and the Organization, agree to amend their existing collective bargaining agreement as follows:

## **I. COMPENSATION**

### **A. Signing Bonus**

Employees represented by the Organization who are in active service or on approved medical leave on the date of ratification will be paid a signing bonus of Eight Hundred Fifty Dollars (\$850.00). The signing bonus will be paid by separate check along with the reconciliation payment defined in Section C below within thirty (30) days of the date that the Organization notifies the District in writing of the Agreement's ratification, less required taxes and withholdings.

### **B. Wages**

- (1) Effective July 1, 2014, the District will increase by three (3) percent all full hourly rates of pay in effect on June 30, 2014 for employees represented by the Organization.
- (2) Effective July 1, 2015, the District will increase by two (2) percent all full hourly rates of pay in effect on June 30, 2015 for employees represented by the Organization.
- (3) Effective July 1, 2016, the District will increase by two (2) percent all full hourly rates of pay in effect on June 30, 2016 for employees represented by the Organization.
- (4) Effective July 1 2017, the District will increase by two (2) percent all full hourly rates of pay in effect on June 30, 2017 for employees represented by the Organization.
- (5) Effective July 1, 2018, the District will increase by two and one-half (2½) percent all full hourly rates of pay in effect on June 30, 2018 for employees represented by the Organization so

long as the Annual Unlinked Trips as reported to the Federal Transit Administration National Transit Database for calendar year 2017 is at least three million eight hundred thousand (3,800,000) annual unlinked trips. Otherwise, the increase defined in the preceding sentence is agreed to be deleted and replaced with a payment of two and one half (2½) percent of each employee's 2017 W-2 gross wages, less required taxes and withholdings, paid as soon as practicable but no later than July 31, 2018, to employees represented by the Organization who are in active service, furloughed, or on approved medical leave on June 30, 2018.

C. Cost Of Living Allowance & Overall Reconciliation

(1) The cost of living allowance and adjustments contained and defined at Article I (b) and Exhibit 1 of the Parties' Agreement dated April 10, 2012, are annulled. To the extent that COLA payments have been made from July 1, 2014 to the date of ratification, those payments will be offset against the wage increase agreed to be effective July 1, 2014. Payment to the employees of the reconciliation of the July 1, 2014 wage increase, July 1, 2014 employee cost-sharing premium contribution adjustment of the Plan at Article II, Section B, Paragraph (1), and COLA paid since July 1, 2014, less other required taxes and withholdings, shall occur within thirty (30) days of the date that the Organization notifies the District in writing of the Agreement's ratification.

(2) The reconciliation payment will be paid by separate check. The amount will be included within the same separate check used for the signing bonus if the employee receives a signing bonus. A written explanation of the reconciliation will be attached to the check. Persons who retired after July 1, 2014 will receive a reconciliation payment based on (a) premium adjustments for their health care payments made on and after July 1, 2014, and (b) their compensated hours paid on and after July 1, 2014, but no signing bonus. Persons on approved medical leave will receive a signing bonus as well as a reconciliation payment relating to their compensated hours paid on and after July 1, 2014, and health care payments they previously made on and after July 1, 2014.

D. Passenger Communications Office Clerk Skill Differential

The full hourly straight time rate for passenger communications office clerk shall be increased to equal the Hammond/East Chicago/Gary/Hegewisch ticket agent straight time hourly wage rate in effect on July 1, 2019, in recognition of the duties associated with the position. This increase is in addition to the general wage increases called for within this Agreement. This supplemental increase shall be added to the wage rate after any general wage increase is calculated.

E. Supplemental Pension Plan Enhancement

The hourly pension fund contribution defined at Article 4, paragraph (a) of the Parties' Agreement dated November 21, 1997, is increased effective July 1, 2018, from its current rate \$.50 to \$1.00 per hour of compensated service worked. All other terms remain the same.

(7) Effective July 1, 2019, and for every month thereafter until otherwise agreed, each employee covered by this Agreement shall contribute to the Plan, for each month that the District is required to make a contribution to the Plan on his or her behalf for foreign-to-occupation health benefits coverage for himself, herself, and/or dependents, a monthly cost sharing contribution of \$160.00.

### **III. OPERATIONAL ADJUSTMENTS**

A. Article III of the Memorandum of Agreement dated June 1, 1991, is amended as follows with respect to clerical staffing at Dune Park. Effective May 1, 2015, any of the Rule 1 positions at Dune Park may be staffed with one (1) part time position so long as there is one (1) full time position. When the part time position is filled, it will be scheduled for a minimum of twenty (20) hours per week.

B. Article 2, paragraph (e) of the Memorandum of Agreement effective October 23, 1997, is revised as follows: "A part time employee eligible to receive a vacation, or pay in lieu thereof, shall be paid for each week of such vacation based on the sum of their preceding year's straight time hours, overtime hours, and vacation hours divided by fifty-two (52) and multiplied by the employee's then-current straight time rate of pay. To qualify for vacation in the current year, a part time employee must render a minimum of the sum of four hundred (400) hours of straight and overtime compensated service in the preceding year."

C. At the sole option and discretion of the employee, sick days within the current year's allotment of sick days may be traded by the employee for use as a personal day in the ratio of two (2) sick days for one (1) personal day.

D. Existing rules within the parties' agreement will be modified to permit employees to take their sick day allowances in four (4) hour increments subject to Carrier approval based on operational needs.

E. An employee assigned by his or her supervisor to train another employee for two (2) or more hours in a shift will be allowed an arbitrary payment of one (1) hour's pay per day at his or her straight time rate for each day that said employee is so assigned. The training arbitrary is only available in those instances where the supervisor has approved such training in advance.

F. Rule 41 is amended to provide that service performed by a regularly assigned employee on the second rest day of his or her weekly assignment shall be paid at double the basic straight time rate provided the employee has worked all of the hours of his or her assignment in that work week and has also worked the first rest day of his or her work week.

## II. HEALTH & WELFARE

### A. Plan Adjustments

It is the intent of the Parties to provide the health and welfare benefits of the Railroad Employees National Health and Welfare Plan ("Plan") as defined in the agreement between the National Carriers' Conference Committee and the Transportation Communications Union / IAM dated January 4, 2012, and such side letters and amendments existing or as may be appended thereto ("National Agreement"), including such revisions to the National Agreement as may arise from negotiations between the National Carriers' Conference Committee and the Transportation Communications Union / IAM, with the exception of the National Agreement's monthly employee cost-sharing provisions. Such health and welfare benefits will be continued subject to the provisions of the Railway Labor Act until superseded by a subsequent agreement.

### B. Employee Monthly Cost Sharing Contributions

- (1) The monthly employee cost-sharing provision of the National Agreement and Plan shall not apply to the Employees.
- (2) Effective July 1, 2014, each employee covered by this Agreement shall contribute to the Plan, for each month that the District is required to make a contribution to the Plan on his or her behalf for foreign-to-occupation health benefits coverage for himself, herself, and/or dependents, a monthly cost sharing contribution of \$100.00.
- (3) Effective July 1, 2015, each employee covered by this Agreement shall contribute to the Plan, for each month that the District is required to make a contribution to the Plan on his or her behalf for foreign-to-occupation health benefits coverage for himself, herself, and/or dependents, a monthly cost sharing contribution of \$120.00.
- (4) Effective July 1, 2016, each employee covered by this Agreement shall contribute to the Plan, for each month that the District is required to make a contribution to the Plan on his or her behalf for foreign-to-occupation health benefits coverage for himself, herself, and/or dependents, a monthly cost sharing contribution of \$140.00.
- (5) Effective July 1, 2017, each employee covered by this Agreement shall contribute to the Plan, for each month that the District is required to make a contribution to the Plan on his or her behalf for foreign-to-occupation health benefits coverage for himself, herself, and/or dependents, a monthly cost sharing contribution of \$155.00.
- (6) There is no increase in employee cost sharing contributions as of July 1, 2018. As of July 1, 2018, each employee covered by this Agreement shall continue to contribute to the Plan, for each month that the District is required to make a contribution to the Plan on his or her behalf for foreign-to-occupation health benefits coverage for himself, herself, and/or dependents, a monthly cost sharing contribution of \$155.00.

33 East US Highway 12  
Chesterton, Indiana 46304

Side Letter No. 1

May 29, 2015

Mr. Raymond H. Grygiel  
National Representative  
Transportation Communications Union/IAM  
8501 West Edelweiss Drive  
Palos Park, IL 60464

Re: Rule 8 Issues

Dear Mr. Grygiel:

The parties agree that we will keep the following ideas in mind when administering future vacancies involving Rule 8 positions:

- (1) The concept of “fitness and ability” as used in the context of Rule 8 means that the Carrier may apply the provisions of this Rule in reverse order. In other words, fitness and ability and seniority instead of seniority and fitness and ability.
- (2) The concept of “fitness and ability” as used in the context of Rule 8 means:
  - (a) Persons who bid for an assignment must have adequate fitness and ability for the assignment.
  - (b) Persons who bid for an assignment must have their fitness and ability considered from the perspective of adequacy for the position.
  - (c) Among those employees who have adequate fitness and ability, seniority prevails in the award to an employee to fill the bid, consistent with Rule 16.
- (3) NICTD will actively work with current employees who desire to improve their educational qualifications for Rule 8 positions by providing tuition assistance for coursework deemed relevant based on the needs of the District, considering flexible work hours consistent with the needs of the service, and evaluating persons close to graduation as if they have completed their studies if they are actively pursuing their educational degree requirements.

**IV. GENERAL PROVISIONS**

A. The purpose of this Agreement is to settle the disputes growing out of the notices served by the parties dated November 5, 2013, and such other notices, if any. This Agreement shall remain in effect through January 31, 2019, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

B. No party to this Agreement shall serve or progress, prior to December 1, 2018, not to become effective before February 1, 2019, any notice or proposal typically served pursuant to Section 6 of the Railway Labor Act.

C. This Article does not bar the District and the Organization from meeting and agreeing upon any subject of mutual interest.

D. The Effective Date of this Agreement is May 29, 2015.


**FOR THE DISTRICT:**

  
\_\_\_\_\_  
Michael C. Noland  
General Manager

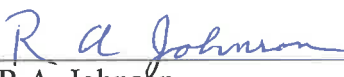
  
\_\_\_\_\_  
Bjarne R. Henderson  
Director Human Resources & Labor Relations

**FOR THE ORGANIZATION:**

  
\_\_\_\_\_  
Raymond H. Grygiel  
National Representative

  
\_\_\_\_\_  
Donald E. Grissom  
General Vice President

Approved by:

  
\_\_\_\_\_  
R.A. Johnson  
General President

33 East US Highway 12  
Chesterton, Indiana 46304

Side Letter No. 2

May ~~29~~, 2015

Mr. Raymond H. Grygiel  
National Representative  
Transportation Communications Union/IAM  
8501 West Edelweiss Drive  
Palos Park, IL 60464

Re: Side Letter Resolving Gary and Hammond Ticket Agency Claim

Dear Mr. Grygiel:

This letter confirms that the parties will periodically review the ridership at Gary and Hammond to determine whether the services of a ticket agent are warranted. The review will consider the operational needs of the service and any demonstrated significant ridership trends at Gary or Hammond.

In return for this mutual commitment to periodically review staffing requirements for Gary and Hammond stations, the Organization withdraws its claim dated April 29, 2011 on this matter. The withdrawal does not preclude the Organization from filing a subsequent claim in the future should there be a disagreement about ridership trends or operational needs of the service at either or both of these locations.

Sincerely,

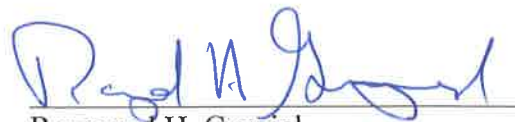


Bjarne R Henderson  
Director – Human Resources and Labor Relations

Agreed:

5/29/15

\_\_\_\_\_  
Date



\_\_\_\_\_  
Raymond H. Grygiel  
National Representative

This letter does not restrict the Organization from filing claims for perceived non-compliance with Rule 8 nor does it prevent the Carrier from defending same. This letter also does not modify the language within Rule 8 of the parties' agreement.

Sincerely,




Bjarne R Henderson  
Director – Human Resources and Labor Relations

Agreed:

5/29/15

\_\_\_\_\_  
Date



\_\_\_\_\_  
Raymond H. Grygiel  
National Representative