

MEMORANDUM OF AGREEMENT

BETWEEN

TRANSPORTATION-COMMUNICATIONS INTERNATIONAL UNION

AND

NORTHERN INDIANA COMMUTER TRANSPORTATION DISTRICT

The following agreement is reached in full and final settlement of the Section 6 Notices served by the Employees under date of May 27, 1988, and Carrier Notice served under date of June 8, 1988:

I. WAGES

In the calculation of the lump sum payments provided for in Sections 4, 6 and 8 of this Article, payment shall be made to each employee subject to this Agreement who has an employment relationship as of the date of this Agreement or who retired or died during the period on which the lump sum payment is based. Credit will be given for any employee who worked a part of the base period for the Chicago SouthShore and South Bend Railroad and exercised seniority pursuant to the implementing agreement of December 11, 1989. These lump sum payments are to be considered as a cost-of-living adjustment and will not become part of the wage base. In calculating these lump sum payments, pay for all time paid as set forth in Section 1 hereof shall apply. For employees who have fewer straight time hours paid for in any of the respective periods described in Sections 3, 6 and 8 than the minimum number set forth therein, the dollar amounts specified in clause (i) thereof shall be adjusted by multiplying the number of straight time hours for which the employee was paid during such period divided by the defined minimum hours. For any such employee, the dollar amounts described in clause (ii) of such Sections shall not exceed one-half of the dollar amount specified in clause (i) thereof, as adjusted pursuant to this Section.

1. A lump sum payment of \$2,000.00 shall be paid to each employee subject to this Agreement who has an employment relationship as of the date of this Agreement or has retired or died subsequent to April 1, 1990, and who performed 2,000 or more straight time hours paid for, including vacations, holidays, and paid sick leave, during the period from April 1, 1990 through March 31, 1991. Employees with fewer than 2,000 straight time hours paid for shall be paid an amount equal to \$1.00 per hour multiplied by the number of straight time hours, including payment for days as described above. For purposes of this Section, current employees who were employed by the Chicago SouthShore and South Bend

EXHIBIT A
PAGE 5

Railroad during the base period will be given credit for their hours paid for by the Carrier.

2. Effective July 1, 1991, all rates of pay shall be increased by three percent (3%).

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4. Effective January 1, 1993, each employee with 1,000 or more straight time hours paid for as calculated in Section 1 hereof during the period from April 1, 1992 through September 30, 1992, will receive a lump sum payment equal to the difference between (i) \$1,025.00, and (ii) the lesser of \$513.00 and one quarter of the amount, if any, by which the Carrier's 1993 payment rate for foreign-to-occupation health benefits under the Plan exceeds the sum of (a) the amount of such payment rate for 1992 and (b) one-half of the amount per covered employee that will be taken during 1993 from the Special Account to pay or provide for Plan foreign-to-occupation health benefits.

5. Effective July 1, 1993, all rates of pay shall be increased by three percent (3%).

6. Effective January 1, 1994, each employee with 2,000 or more straight time hours paid for as calculated in Section 1 hereof during the period from October 1, 1992 through September 30, 1993, will receive a lump sum payment equal to the difference between (i) \$1,056.00 and (ii) the lesser of \$528.00 and one quarter of the amount, if any, by which the Carrier's 1994 payment rate for foreign-to-occupation health benefits under the Plan exceeds the sum of (a) the amount of such payment rate for 1993 and (b) one-half of the amount per covered employee that will be taken during 1994 from the Special Account to pay or provide for Plan foreign-to-occupation health benefits.

7. Effective July 1, 1994, all rates of pay shall be increased by four percent (4%).

8. Effective January 1, 1995, each employee with 2,000 or more straight time hours paid for as calculated in Section 1 hereof during the period from October 1, 1993 through September 30, 1994, will receive a lump sum payment equal to the difference between (i) \$732.00 and (ii) the lesser of \$366.00 and one quarter of the amount, if any, by which the Carrier's 1995 payment rate for foreign-to-occupation health benefits under the Plan exceeds the amount of such payment rate for 1994.

9. There shall be a cost-of-living adjustment for each six-month period beginning July 1, 1995, based upon the COLA formula which has been previously utilized. One cent per hour increase for each .3 increase in the CPI-W which shall become effective if the cost of living rises by no less than 1.5 percent semi-annually (3 percent on an adjusted annual basis) and be capped at 2.5 percent semi-annually (5 percent annual basis).

II. COST OF LIVING ALLOWANCE

A cost of living allowance shall be payable in the manner and in the amount as set forth in Article II, Part B of the tentative agreement reached between the Organization and the National Carriers' Conference Committee in NMB Cases A-11569 and A-12256.

III. RULE 1 - SCOPE AND WORK OF EMPLOYEES AFFECTED

A. Amend Section (d) to read as follows:

The position of Senior Financial Analyst is totally exempt from the application of this agreement.

Only Rules 1, 3, 4, 5, 6, 18 and 68 and Supplement Numbers 2 and 3 will apply to the occupants of up to three positions of Secretary, Administrative Department at the Dune Park (Chesterton, Indiana) general offices. They are excepted from all other rules. It is further understood that occupants of these positions will only perform clerical work in connection with the administrative and managerial functions of the Carrier Officers in Dune Park (or its successor location) and will not be required or permitted to perform work currently assigned to positions not subject to this exception. It is recognized that the positions referred to herein may perform clerical work in connection with labor relations matters assigned to the District Counsel.

B. It is hereby recognized that all clerical work performed in connection with the issuance of tickets by mail is work coming under the scope of the basic agreement. Any such work shall be transferred to covered employees within ten (10) days from the effective date of this agreement. This provision shall not apply to the actual programming, upgrading or testing of programs used in establish or maintaining the tickets by mail program. Data entry work does not include requests for credit information from an outside credit bureaus.

C. It is recognized that any external audit functions which are required as a result of State or Federal regulations or deemed necessary by outside public accounting firms or various State and Federal funding or law enforcement parties, may be performed by

said third parties without claim by employees covered by this Agreement. Such audits shall not replace any tasks presently performed by the Carrier's employees.

III. VACATIONS

It is agreed that employees covered by this Agreement may take up to five days of their vacation one day at a time upon twenty-four (24) hours advance notice. Requests will be granted provided they do not place an undue burden upon the Carrier.

IV. TIME IN WHICH TO QUALIFY

Rule 16 (a) and (b) are amended to change the references to "thirty (30) working days" to read "sixty (60) working days."

V. ACCOUNTING POSITIONS

A. The rate of pay for the position of Station Accountant (Position No. 50) is hereby increased to \$2,344.59 per month and is retitled "Accountant I." The requirements for this position shall include the following:

"Must have 6 semester hours of academic study in accounting or the equivalent in accounting experience and be willing to take and satisfactorily pass a test to prove knowledge of same."

B. The requirements for the position of Accountant II (Position Numbers 61 and 62) shall include the following:

"Must have 9 semester hours of academic study in accounting or the equivalent in accounting experience and be willing to take and satisfactorily pass a test to prove knowledge of same."

C. Nothing in the foregoing Sections A and B shall apply to employees currently occupying the above referred to positions or to employees who have performed the work associated with said positions within the last twelve (12) calendar months.

VI. RATE STRUCTURE

During discussions it was understood that it may be in the interest of the parties to evaluate the rates of pay of various positions to determine if they adequately reflect the skills and/or special circumstances which may be relevant to them. Accordingly, it is agreed that the further discussion of this matter is not precluded by any moratorium provisions of this agreement. It is further agreed that, effective on the date of this agreement, the rate of pay for all Ticket Agent positions now in existence or hereafter created at Randolph Street shall be increased by \$1.00 per hour.

VII. TRANSFERRING

Notwithstanding the provisions of Rule 22, the Carrier may assign up to two and one-half (2-1/2) hours additional work per day to the Ticket Agent position at Gary and Hammond and one (1) hour additional work per day to the Ticket Agent positions at East Chicago and Hegewisch. This work shall consist only of checking and verifying cash remittances of Conductors and Collectors. It is also understood that this represents the maximum time which may be assigned and employees will only be expected to perform such work when not in conflict with their usual Ticket Agent or Porter responsibilities.

VIII. HEALTH AND WELFARE

The parties agree to adopt and apply all provisions of any Health and Welfare agreement which is the result of National Negotiations dealing with Section 6 Notices served under date of May 28, 1988.

IX. COMBINATION OF WORK

Carrier may establish up to two (2) utility positions which shall be permitted to perform a combination of duties. Such positions shall have a designated headquarters point to begin and end their tour of duty but may be required to perform work for a part of their tour of duty at one other location. Such positions may be assigned a combination of Ticket Agent, Porter and/or Train Crew cash remittance checking duties on the same work day. Randolph Street shall not be included in any such position. It is understood that the Porter duties will only include light cleaning such as, but not limited to, sweeping floors, emptying trash containers and restocking washroom supplies. When more extensive cleaning is required the Carrier may assign such work to an existing Porter position or may, upon forty-eight (48) hours advance notice, have the utility position perform the extensive cleaning in lieu of ticket agent duties for that particular day, or call an employee solely for that work. Nothing herein shall be construed to prohibit an employee from completing his tour of duty at other than the headquarters location if the Carrier does not require him to return thereto. Employees may use their own automobile to travel between headquarters and their other assignment. They shall be reimbursed for same at the Internal Revenue Service business reimbursement rate (currently 28¢ per mile) as same is amended from time to time. Irrespective of whether the employee elects to use his car or NICTD transportation to return to headquarters, the Carrier shall not incur wage claims for time in excess of the employee's basic day if the employee can return from his location to headquarters within thirty or fewer minutes subsequent to the end of the basic day. If return to headquarters exceeds thirty minutes, the employee shall be

compensated for all time incurred in travel or awaiting travel subsequent to the end of the basic day.

EXAMPLE: Such a position might be assigned with a headquarters point at Dune Park to sell tickets for a portion of the day. This position might then be assigned to travel to Gary to perform Porter duties. Such a position might also be assigned to sell tickets at East Chicago during the peak morning period and then travel to Hammond to perform Porter duties at that station.


X. DATE EFFECTIVE AND CHANGES

The parties to this Agreement shall not serve nor progress prior to November 1, 1994 (not to become effective before January 1, 1995) any notice or proposal for the purpose of changing existing agreements. This shall not bar the parties from making agreement on any subject of mutual interest.

This Agreement is made this 1st day of June, 1991, and, except as otherwise provided therein, shall be effective upon written notice by the General Chairman to the Carrier that the employees affected thereby have ratified it.

FOR THE EMPLOYEES:

FOR THE CARRIER:


General Chairman




District Chairman

4r