

**MEMORANDUM OF AGREEMENT  
BETWEEN  
TRANSPORTATION COMMUNICATIONS  
INTERNATIONAL UNION  
AND  
NORTHERN INDIANA COMMUTER  
TRANSPORTATION DISTRICT**

The Northern Indiana Commuter Transportation District ("District") and the Transportation Communications International Union (Clerks Division) ("Organization"), in full settlement of all outstanding Section 6 Notices between the District and the Organization, agree to amend the existing agreement between the parties as follows:

**ARTICLE 1 - WAGES**

**Section 1 - General Wage Increases**

- (a) Effective July 1, 2001, increase base wage rates by two percent (2%).
- (b) Effective July 1, 2003, increase base wage rates by two percent (2%).
- (c) Effective July 1, 2005, increase base wage rates by two percent (2%).
- (d) Effective July 1, 2007, increase base wage rates by two percent (2%).

In the application of the foregoing, rates shall be rounded to the nearest whole cent.

**Section 2 - Productivity Wage Adjustments**

In recognition of the savings effective with this agreement arising from work rule changes and other commitments by the Organization towards increased productivity and efficiency, the District agrees to the following:

- (a) Effective July 1, 2001, employees who are assigned to full or part time positions represented by the Organization as of June 30, 2001, who are represented by the Organization as of June 12, 2001; and who rendered compensated service in full time or part time positions within the scope of work represented by the Organization in 2000, shall receive a lump sum payment equal to four percent (4%) of their 2000 gross wages earned in said full or part time positions, less appropriate withholdings for federal, state, and judicial purposes.

- (b) Effective July 1, 2002, employees who are assigned to full or part time positions represented by the Organization as of June 30, 2002, who are represented by the Organization as of June 30, 2002; and who rendered compensated service in full time or part time positions within the scope of work represented by the Organization in 2001, shall receive a lump sum payment equal to four percent (4%) of their 2001 gross wages earned in said full or part time positions, less the amount of any gross lump sum payment paid in 2001 pursuant to (a) above, and net of appropriate withholdings for federal, state, and judicial purposes.
- (c) Effective July 1, 2003, employees who are assigned to full or part time positions represented by the Organization as of June 30, 2003, who are represented by the Organization as of June 30, 2003; and who rendered compensated service in full time or part time positions within the scope of work represented by the Organization in 2002, shall receive a lump sum payment equal to four percent (4%) of their 2002 gross wages earned in said full or part time positions, less the amount of any gross lump sum payment paid in 2002 pursuant to (b) above, and net of appropriate withholdings for federal, state, and judicial purposes.
- (d) Effective July 1, 2004, employees who are assigned to full or part time positions represented by the Organization as of June 30, 2004, who are represented by the Organization as of June 30, 2004; and who rendered compensated service in full time or part time positions within the scope of work represented by the Organization in 2003, shall receive a lump sum payment equal to four percent (4%) of their 2003 gross wages earned in said full or part time positions, less the amount of any gross lump sum payment paid in 2003 pursuant to (c) above, and net of appropriate withholdings for federal, state, and judicial purposes.
- (e) Effective July 1, 2005, employees who are assigned to full or part time positions represented by the Organization as of June 30, 2005, who are represented by the Organization as of June 30, 2005; and who rendered compensated service in full time or part time positions within the scope of work represented by the Organization in 2004, shall receive a lump sum payment equal to four percent (4%) of their 2004 gross wages earned in said full or part time positions, less the amount of any gross lump sum payment paid in 2004 pursuant to (d) above, and net of appropriate withholdings for federal, state, and judicial purposes.
- (f) Effective July 1, 2006, employees who are assigned to full or part time positions represented by the Organization as of June 30, 2006, who are represented by the Organization as of June 30, 2006; and who rendered compensated service in full time or part time positions within the scope of work represented by the Organization in 2005, shall receive a lump sum payment equal to four percent (4%) of their 2005 gross wages earned in said full or part time positions, less the amount of any gross lump sum payment paid in 2005 pursuant to (e) above, and net of appropriate withholdings for federal, state, and judicial purposes.
- (g) Effective July 1, 2007, employees who are assigned to full or part time positions represented by the Organization as of June 30, 2007, who are represented by the Organization as of June 30, 2007; and who rendered compensated service in full time or part time positions within the scope of work represented by the Organization in 2006, shall receive a lump sum payment equal to

four percent (4%) of their 2006 gross wages earned in said full or part time positions, less the amount of any gross lump sum payment paid in 2006 pursuant to (f) above, and net of appropriate withholdings for federal, state, and judicial purposes.

- (h) The payment in (a) required by this Section 2 shall be disbursed to the employee on a separate check on or before the next regular pay day subsequent to July 1, 2001. The payments in (b), (c), (d), (e), (f), and (g) required by this Section 2 shall be disbursed to the employee on a separate check not later than thirty (30) days after the respective effective date. *Example: The payment due in (b) above shall be made not later than July 31, 2002.*

### **Section 3 - Cost of Living Payments**

In the event that either party has outstanding Section 6 Notices and the parties have not reached an agreement as of February 1, 2008 respecting same, the employees will be entitled to cost of living payments as calculated pursuant to the formula at Tab A.

### **Section 4 - Health Care, Dental Care, and Vision Care Premiums**

The District agrees to pay the full cost of the health care, dental care, and vision care premiums, including increases in same, through and including the month of December 2007. In the event that the parties have pending Section 6 Notices that are unresolved as of December 31, 2007, and there are increases in the premiums associated with the foregoing care services, the parties agree that the COLA payments due under Section 3 above, may be reduced by up to twenty-five percent (25%), to fund up to fifty percent (50%) of the of the monthly increase in premium above the monthly amount paid per employee as of December 2007. The District shall pay the balance of said increase in premium.

## **ARTICLE 2 - PART TIME EMPLOYEES**

(a) The District shall have the option to establish part time positions. Except as noted below, the positions may work any combination of hours or days less than forty (40) hours per week, depending on the need for the position. The District will not replace the full time ticket agent or clerical positions with part time positions. This does not prevent using part time employees to fill said full time positions consistent with the exhaustion terms set forth at (c) below.

(b) The part time positions shall have assigned hours and days of service. The positions shall be covered by all provisions of the effective agreement except as specifically set forth herein.

(c) The employees assigned to the part time position may perform extra work in the event that other employees are not available to perform the extra work. In the event that the

employee's work exceeds forty (40) hours per week or eight (8) hours per day, the hours in excess of forty (40) for a particular week or hours in excess of eight (8) hours per day shall be compensated at the time and one-half rate. The employee shall be compensated at the higher of their rate for their position or the rate for the extra work. Employees assigned to part time positions shall not be used to fill vacancies nor as vacation relief in regular full time positions unless other means of filling such positions have been exhausted.

(d) The initial wage rate for the position shall be set at the lowest current hourly wage for a ticket agent or clerical position. In the event that the part time position involves a combination of clerical and ticket agent responsibilities, the higher or the two rates shall apply.

(e) Employees occupying part time positions shall be credited with vacation calculated on the basis of one (1) day for each day of compensated service. The amount paid per week of vacation taken shall be based on the average hours worked per week.

(f) The District will offer, for part time employees who have been in service three (3) or more full calendar months, the option to purchase health care coverage as set forth in ALLIED SERVICES DIVISION WELFARE FUND HEALTH BENEFIT PLAN S-3 with one hundred percent (100%) of the cost of such plan deducted from the pay of such employees.

### **ARTICLE 3 - SICK LEAVE**

(a) Effective January 1, 2002, employees will receive their sick leave allotment for 2002 on or about the first workday of the year after January 1, 2002. Sick leave allotments for years thereafter shall also be distributed to eligible employees on or about the first work day subsequent to January 1 of that particular year.

(b) For those employees who have a seniority date between the Effective Date of this Agreement and December 31, 2001, the employee will receive a pro-rata allotment of their sick leave on their 2001 anniversary date. Their pro-rata allotment is based on the following formula:  $(\text{Years of Service Entitlement of Days Per Rule 55}) \times (\text{Number of Remaining Calendar Days in 2001 as of Seniority Date} / 365) = \text{Pro Rata Allotment When Rounded to the Nearest Whole Number}$ .

## **ARTICLE 4 - HOLIDAY ISSUES**

(a) Supervisors may approve in advance holiday pay eligibility for employees who work only a portion of the qualifying bulletin day before or the qualifying bulletin day after a holiday where the rules of the working agreement so require for purposes of eligibility for holiday pay. In the event that an employee does not work the entire bulletin period for the day before or the day after a holiday due to illness and does not have permission to leave their assignment from their supervisor in advance, they may retain eligibility for receipt of holiday pay if they provide a certificate from a reputable physician consistent with Rule 55(c) on the day of their return to duty.

(b) The parties will meet to explore ways to provide flexibility with respect to holidays where same can be accomplished in a fashion that is financially acceptable, practicable, and consistent with the needs of the District's customers.

## **ARTICLE 5 - SCOPE RULE - INVESTIGATION TRANSCRIPTS**

The parties agree that the District may use the services of a party not covered by this Agreement to record and transcribe investigatory or disciplinary hearings and investigations for those circumstances where there are regulatory issues or involvement of the National Transportation Safety Board (NTSB), Federal Railroad Administration (FTA), or law enforcement agencies. Said permission is granted only to the extent that there are no furloughed qualified employees available to perform the work.

## **ARTICLE 6 - RULE 21**

The one (1) hour stated within Rule 21(b) is revised to two (2) hours. The balance of the rule remains unchanged.

## **ARTICLE 7 - "4-10" HOUR WORK WEEKS**

The District may bulletin assignments with four (4) work days of ten (10) hours per work day within a seven (7) day period. The preferred allocation of rest days is three (3) consecutive days off. If not operationally practicable, the assignment shall have a minimum of two (2) consecutive days off. The rate of pay shall be at the same straight time rate of pay for existing positions performing the work for eight (8) hours per day. Overtime rates shall apply to work before or after bulletined hours, or where the incumbent performs more than forty (40) hours of compensated service within the bulletined seven (7) day period.

## ARTICLE 8 – QUALIFICATION ISSUES

- (a) Rule 16 (a) and (b) are amended to change the references from “sixty (60) working days” to “ninety (90) working days.”
- (b) Section V of the Agreement dated June 1, 1991, is revised to reflect:
- (1) The hours of academic study for Accountant I is increased from six (6) to nine (9).
  - (2) The hours of academic study for Accountant II is increased from nine (9) to twelve (12).
  - (3) The grandfathering provisions are increased from twelve (12) to twenty four (24) months.

## ARTICLE 9 – DISPATCHER PROMOTION – PRESERVATION OF SENIORITY


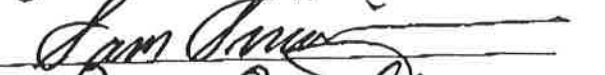

The parties agree that persons who accept part time or full time positions as train dispatchers for the District shall be granted leave of absence from their position covered by this Agreement. The period of time when said persons are employed as train dispatchers shall be counted towards accumulated years of service under this Agreement in the event that said persons return to their previous position. In the event that their position has been abolished, said persons may exercise rights to other positions consistent with Rule 18 of the current agreement.

## ARTICLE 10 - EFFECTIVE DATE

This Effective Date of this Agreement is June 15, 2001. No notice to change existing agreements shall be served prior to December 1, 2007, to become effective no sooner than February 1, 2008, however nothing herein shall be construed to prohibit agreement on any matter on which the parties are agreeable.


This agreement is made this 15~~th~~ day of June \_\_, 2001, and is effective as set forth herein.

FOR THE EMPLOYEES:

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FOR THE DISTRICT:



## Cost-of-Living Allowance and Adjustments Thereto After June 30, 2008

### Section 1 - Cost-of-Living Allowance and Effective Dates of Adjustments Thereto

(a) A cost-of-living allowance will be payable in the manner set forth in and subject to the provisions of this Part, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967=100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the BLS CPI. The first such cost-of-living allowance shall be payable effective July 1, 2008 based, subject to paragraph (d), on the BLS CPI for March 2008 as compared with the BLS CPI for September 2007. Such allowance, and further cost-of-living adjustments thereto which will become effective as described below, will be based on the change in the BLS CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d)(iii), according to the formula set forth in paragraph (e).

<u>Measurement Periods</u>		<u>Effective Date</u>
<u>Base Month</u>	<u>Measurement Month</u>	<u>of Adjustment</u>
September 2007	March 2008	July 1, 2008
March 2008	September 2008	January 1, 2009

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable to periods subsequent to those specified during which this Article is in effect.

(b) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight time, overtime, protected rates, vacations, holidays and personal leave days in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to special allowances and arbitraries representing duplicate time payments.

(c) The amount of the cost-of-living allowance, if any, that will be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.

(d) (i) Cap. In calculations under paragraph (e), the maximum increase in the BLS CPI that will be taken into account will be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That May Be Taken Into Account</u>
July 1, 2008	3% of September 2007 CPI
January 1, 2009	6% of September 2007 CPI, less the increase from September 2007 to March 2008

Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule will be applicable to periods subsequent to those specified above during which this Article is in effect.

(ii) Limitation. In calculations under paragraph (e), only fifty percent (50%) of the increase in the BLS CPI in any measurement period shall be considered.

(iii) If the increase in the BLS CPI from the base month of September 2007 to the measurement month of March 2008 exceeds three percent (3%) of the September base index, the measurement period that will be used for determining the cost-of-living adjustment to be effective the following January will be the 12-month period from such base month of September; the increase in the index that will be taken into account will be limited to that portion of the increase that is in excess of three percent (3%) of such September base index; and the maximum increase in that portion of the index that may be taken into account will be six percent (6%) of such September base index less the three percent (3%) mentioned in the preceding clause, to which will be added any residual tenth of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which will have become effective July 1, 2008 during such measurement period.

(iv) Any increase in the BLS CPI from the base month of September 2007 to the measurement month of September 2008 in excess of six percent (6%) of the September 2007 base index will not be taken into account in the determination of subsequent cost-of-living adjustments.

(v) The procedure specified in subparagraphs (iii) and (iv) will be applicable to all subsequent years in which this Article is in effect.

(e) Formula. The number of points change in the BLS CPI during a measurement period, as limited by paragraph (d), will be converted into cents on the basis of one cent (\$.01) equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 points of change after the conversion will not be counted.)

The cost-of-living allowance in effect on June 30, 2008 will be adjusted (increased or decreased) effective July 1, 2008 by the whole number of cents produced by dividing by 0.3



the number of points (including tenths of points) change, as limited by paragraph (d), in the BLS CPI during the applicable measurement period. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be added to the amount of the cost-of-living allowance in effect on June 30, 2008 if the BLS CPI will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom if the index will have been lower at the end than at the beginning of the measurement period and then, only, to the extent that the allowance remains above zero. The same procedure will be followed in applying subsequent adjustments.

(f) Continuance of the cost-of-living allowance and the adjustments thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W Index during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W Index during such measurement period.

## **Section 2 - Payment of Cost-of-Living Allowances**

(a) The cost-of-living allowance payable to each employee effective July 1, 2008 shall be equal to the difference between

(i) the cost-of-living allowance in effect on that date pursuant to Section 1 of this Part, and

(ii) the cents per hour produced by dividing one-quarter ( $\frac{1}{4}$ ) of the increase, if any, in the carriers' 2008 payment rate for foreign-to-occupation health benefits under the Plan over such payment rate for 2007, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, but not more than one-half ( $\frac{1}{2}$ ) of the amount specified in clause (i) above.

(b) The cost-of-living allowance payable to each employee effective January 1, 2009 shall be equal to the difference between

(i) the cost-of-living allowance in effect on that date pursuant to Section 1 of this Part, and

(ii) the cents per hour produced by dividing one-quarter ( $\frac{1}{4}$ ) of the increase, if any, in the carriers' 2009 payment rate for foreign-to-occupation health benefits under the Plan over the amount of such payment rate for 2008, by the average composite straight-time equivalent hours that are subject to wage increases for the

latest year for which statistics are available, but not more than one-half (1/2) of the amount specified in clause (i) above.

(c) The procedure specified in paragraph (b) shall be followed with respect to computation of the cost-of-living allowances payable in subsequent years during which this Article is in effect.

(d) The definition of the carriers' payment rate for foreign-to-occupation health benefits under the Plan set forth in Section 5 of Part A shall apply with respect to any year covered by this Section.

(e) In making calculations under this Section, fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half (1/2) cent shall be dropped and fractions of one-half (1/2) cent or more shall be increased to the nearest full cent.

### **Section 3 - Application of Section 1 Cost-of-Living Allowances**

The cost-of-living allowances provided for by this Article will be payable as provided herein and will not become part of basic rates of pay. Each one cent (\$.01) per hour of cost-of-living allowance that is payable will be treated as an increase of two dollars (\$2.00) in the basic monthly rates of pay produced by application of Sections 2, 3, and 4 of Article I of this Agreement.

### **Section 4 - Continuation of Part B**

The arrangements set forth in this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act.