

# Transportation Communications Union/IAM

International Association of Machinists and Aerospace Workers



Brian Shanahan, Vice President/National Representative  
George Spencer, Assistant National Representative



December 1, 2021

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

Dear Brothers and Sisters:

On November 29, 2021, your TCU/IAM Negotiating Committee, comprised of me, Vice President Matt Hollis, Carmen Division AGP Don Grissom, National Representative Mike Miller, and Local Representatives from all three crafts, together with our Coalition Brothers from the IAM, UTU/SMART-TD and Mechanical, BMWED, IBEW and NCFO 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, signed ballots must be received by 4pm on December 22, 2021, either by USPS mail to TCU/IAM, 10004 W. 190<sup>th</sup> Place, Mokena, IL 60448 or via email to [TCUMetraTA@tcunion.org](mailto:TCUMetraTA@tcunion.org).

This contract delivers excellent compensation increases over the seven years of this agreement. The General Wage Increases are as follows:

- July 1, 2019 2.5%
- July 1, 2020 2.0%
- July 1, 2021 2.0%
- July 1, 2022 2.0%
- July 1, 2023 2.5%
- July 1, 2024 2.5%
- July 1, 2025 3.5%

The above GWIs give employees a **17% increase (18.3% compounded)** in general wages over the life of the agreement.

For example, an employee with a starting Clerical rate of \$33.30/hour will gross more than \$39,700 in additional straight time compensation over the life of the agreement. That starting rate of \$33.30/hour will grow to \$39.39/hour by the end of the contract.

Under this agreement employees will receive full retroactive pay from the 2019, 2020 and 2021 increases totaling 6.5%. Based on the example starting rate and straight time hours only, an employee will receive retroactive pay totaling \$7,900, assuming a payout on February 28, 2022. Your actual retroactive payment will depend on your rate of pay and will be greater if you worked overtime.

Just as important, there will be **no increase** to your monthly Health and Welfare contribution; it will remain frozen at \$230/month throughout the entire term of this 7-year agreement. As information, the H&W premium the Carrier currently pays is \$1,697.55 per member, per month, which will increase to \$1,856.96 on January 1, 2022.

Other highlights of the tentative agreement include:

- Effective each January 1<sup>st</sup> from 2019 through 2023, Carrier contributions to all Employee Supplemental Retirement Accounts will increase each year by \$0.05 for each hour paid at the straight time rate. And for 2024 and 2025, Carrier contributions will increase both years by \$0.10 for each hour paid at the straight time rate. This is a total increase of **\$0.45 per hour** over the life of the agreement, bringing the total Carrier contribution up to \$1.70 per hour.
- The Pension language was standardized to calculate eligibility by using annual hours, so all crafts have the best chance to qualify and take advantage of this benefit.
- Bereavement Leave was standardized so all craft employees can choose to take leave within 10 calendar days after date of death.

When this round began, METRA refused to bargain seriously and even tried to ramrod changes to your Health & Welfare cost sharing without negotiation, which we would never allow. The Coalition used every means, including non-binding mediation, to make METRA come to acceptable terms. We didn't back down and the strong language in Side Letter 1 ensures Metra can't make any changes to H&W cost sharing without negotiation.

It was a long, hard fight, but with all the Unions in the Coalition working together, we succeeded and got more GWIs than the contract previously accepted by the ATDA and BRS. That agreement had a signing bonus, but didn't have a GWI until July 1, 2020. This agreement has an additional July 1, 2019 GWI of 2.5% right up front, so your pay rate is pumped up right away and makes every future GWI produce even more money. And the end result is just as telling; this agreement produces total GWIs of 17% (18.3% compounded) while the other only totaled 14.5% (15.4%). That means you're getting approximately \$12,000 more in straight-time wages alone, than you would have under the BRS/ATDA agreement.

You will also get greater Carrier contributions to your Pension than BRS and ATDA –this TA has a \$0.05 increase for 2019 and all the increases are effective January 1<sup>st</sup>; the BRS and ATDA had no 2019 increase and agreed to push all effective dates to July instead of January.

In conclusion, this agreement provides for real wage increases and pension gains. Once the agreement is ratified, the Carrier will make every effort to issue the retro pay within sixty (60) days.

Your TCU Negotiating Committee strongly believes this is the best contract attainable. The ratification process provides you the opportunity to vote on this tentative agreement – and I, Brother Spencer and Brother Soukup are available to answer any and all questions you may have.

Assistant National Representative George Spencer  
[spencerg@tcunion.org](mailto:spencerg@tcunion.org)  
630-776-2716

Local Chair L829 Chuck Soukup  
[tcuman829@gmail.com](mailto:tcuman829@gmail.com)  
815-483-3448

I strongly recommend you vote **FOR** ratification.

In solidarity,



Brian Shanahan  
National Vice President

Enclosed with this overview letter are the following:  
MEMORANDUM OF AGREEMENT (tentative agreement dated November 29, 2021)  
BALLOT  
PRE-PAID POSTAGE RETURN ENVELOPE



THIS AGREEMENT, made this \_\_\_\_\_, by and between the Northeast Illinois Regional Commuter Railroad Corporation (NIRCRC) and the Transportation Communications Union (TCU) and covered by the April 16, 1986 Agreement, as amended:

**IT IS HEREBY AGREED:**

**Section 1. General Wage Increases:**

- (a) Effective July 1, 2019, all basic rates of pay in effect on June 30, 2019 shall be increased in the amount of two and five tenths (2.5) percent.
- (b) Effective July 1, 2020, all basic rates of pay in effect on June 30, 2020 shall be increased in the amount of two (2.0) percent.
- (c) Effective July 1, 2021, all basic rates of pay in effect on June 30, 2021 shall be increased in the amount of two (2.0) percent.
- (d) Effective July 1, 2022, all basic rates of pay in effect on June 30, 2022 shall be increased in the amount of two (2.0) percent.
- (e) Effective July 1, 2023, all basic rates of pay in effect on June 30, 2023 shall be increased in the amount of two and five tenths (2.5) percent.
- (f) Effective July 1, 2024, all basic rates of pay in effect on June 30, 2024 shall be increased in the amount of two and five tenths (2.5) percent.
- (g) Effective July 1, 2025, all basic rates of pay in effect on June 30, 2025 shall be increased in the amount of three and five tenths (3.5) 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, 1986, as amended, with such nationally-negotiated Health and Welfare plans as applicable to TCU, 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.

**Section 3. Offset:**

- (a) Each employee shall continue to contribute two-hundred thirty (\$230.00) dollars toward the premium for each month the NIRCRC makes premium payments on the employee's behalf for health insurance benefits as provided in Section 2 above.

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(b) NIRCRC will not recover the offset for months in which the employee does not qualify for major medical (the so-called 7-day rule).

(c) The monthly employee cost-sharing amounts as set forth in this Section shall be made by NIRCRC on the employee's behalf. NIRCRC shall then deduct the amount of such contributions from the employee's wages and retain the amounts so deducted as reimbursement for the contributions. The deductions from the employee's wages shall be made on a pre-tax basis, subject fully to the requirements and limitations of Section 125 of the IRS Code. Employee contributions not received shall be the employee's responsibility upon his return or deducted from monies owed upon permanent separation.

**Section 4. Supplemental Retirement:**

Section 3 of the September 10, 1998 Wage, Rule, and Benefit Agreement establishing a supplemental retirement plan, and all amendments thereto, are hereby deleted in their entirety. A new Appendix No. 13 shall be established providing the following:

**APPENDIX NO. 13**

**SUPPLEMENTAL RETIREMENT PLAN**

Effective January 1, 1999, a supplemental retirement plan as specified in the TCIU Pension Plan, Summary Plan Description, dated January 1993 (Plan), was established for the benefit of employees covered by the General Agreement of April 16, 1986, as amended. As of December 31, 2018, the Carrier's contribution to the Plan was \$1.25 per straight time hour. The Carrier shall increase this contribution per the following schedule:

Effective January 1, 2019, the employer contribution shall be increased by \$0.05 for each hour paid.

Effective January 1, 2020, the employer contribution shall be increased by \$0.05 for each hour paid.

Effective January 1, 2021, the employer contribution shall be increased by \$0.05 for each hour paid.

Effective January 1, 2022, the employer contribution shall be increased by \$0.05 for each hour paid.

Effective January 1, 2023, the employer contribution shall be increased by \$0.05 for each hour paid.

Effective January 1, 2024, the employer contribution shall be increased by \$0.10 for each hour paid.

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Effective January 1, 2025, the employer contribution shall be increased by \$0.10 for each hour paid.

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 5. General Agreement Rule Changes:**

Effective with the date of this Agreement, the following rules of the April 16, 1986 General Agreement, as amended, shall be further amended to the extent indicated below:

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Delete in its entirety **RULE 53 – BEREAVEMENT LEAVE AND INTERPRETATIONS** and replace with the following:

**RULE 53 – BEREAVEMENT LEAVE.**

*Bereavement leave, of three (3) consecutive work days, shall be allowed upon the death of an employee's spouse, child, stepchild, grandchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, spouse's parent, or spouse's stepparent. The employee may elect to commence the bereavement leave on the date of death or on any work day within ten (10) calendar days after the date of death.*

*An employee absent from his assignment as a result of bereavement leave will be paid for eight (8) hours at the straight time rate for his position for each of the three (3) bereavement days lost during bereavement leave.*

*Employees will make provision for such leave with their supervising official in the usual manner. Any agreement term providing for blanking jobs or realigning forces shall not be applicable to the individual employee or his position when absent under this provision.*

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Delete in its entirety **RULE 62. PAY DAYS** and replace with the following:

**RULE 62 – PAY DAYS.**

*(a) Employees under this Agreement will be paid semi-monthly, except if concurrent Illinois State Law is amended to require pay days to be biweekly, then employees under this Agreement will be paid accordingly. At the Carrier's discretion, all employees will be paid by direct deposit. If the Carrier elects to use direct deposit, the Carrier will reimburse the employee for any bank charges or other finance charges caused by a missing or delayed deposit.*

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(b) *Employees voluntarily leaving the service of the Carrier will be furnished with a final check covering all time due on the next scheduled payroll disbursement date per the contract; employees terminated involuntarily from the service of the Carrier will be furnished a final check within the second workday thereafter. All final checks will be mailed to the employee's home address on record.*

(c) *When an employee's actual earnings are, at the fault of the Carrier, short one day or more day(s), but not the total of multiple shortages not equaling one or more full days, adjustment shall be made and the employee will have an off-cycle disbursement processed via direct deposit to their bank account on file within the second work day after payroll confirms the shortage. All other shortages will be addressed in the following pay cycle.*

(d) *When payroll information becomes accessible through electronic means with the ability for the employee to retain a personal copy on the property, including direct deposit and payroll advice, and the Carrier so elects, the electronic posting of payroll and records for other compensation elements will be the sole means by which compensation information is reported.*

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**Section 6. 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 TCU or NIRCRC.

(b) This Agreement shall remain in effect through December 31, 2025, 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, 2025 (not to become effective until January 1, 2026) 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 TCU ratification and approval by NIRCRC's CEO/Executive Director.

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Effective the first pay period after NIRCRC is notified of successful ratification and approval by NIRCRC's CEO/Executive Director.

**FOR TCU:**

**FOR NIRCRC:**

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George Spencer  
Asst. National Representative, TCU

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Thomas Stuebner  
Senior Director, Labor Relations

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Johnathan Chong  
Labor Relations Specialist 1

**APPROVED:**

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Brian Shanahan  
National Vice President, TCU

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Jim Derwinski  
CEO/Executive Director

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Side Letter No. 1

**DATE**

Mr. Brian Shanahan  
National Vice President  
Transportation Communication Union  
10004 W. 19<sup>th</sup> Place  
Mokena, IL 60448

Mr. George Spencer  
Assistant National Representative  
Transportation Communication Union  
10004 W. 190<sup>th</sup> Place  
Mokena, IL 60448

This is with reference to the Wage, Rule, and Benefit Agreement reached today between the parties concerning the locally negotiated monthly health and welfare cost share. During negotiations it was agreed the fixed monthly cost share is non referable except between the bargaining parties and is without prejudice to position of the National Carriers' Conference Committee (NCCC).

Please sign below for your concurrence.

Sincerely,

Thomas Stuebner  
Senior Director, Labor Relations

I CONCUR:

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Brian Shanahan  
National Vice President, TCU

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Mr. George Spencer  
Assistant National Representative, TCU

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Side Letter No. 2

**DATE**

Mr. Brian Shanahan  
National Vice President  
Transportation Communication Union  
10004 W. 19<sup>th</sup> Place  
Mokena, IL 60448

Mr. George Spencer  
Assistant National Representative  
Transportation Communication Union  
10004 W. 190<sup>th</sup> Place  
Mokena, IL 60448

This is with reference to the Wage, Rule, and Benefit Agreement reached today between the parties concerning the payment of back wages and implementation of wage rates. It was agreed that every effort would be made to pay retro wages within 60 days of ratification, but in any event no later than 90 days. Similarly, rates of pay will be adjusted within the same time period.

Please sign below for your concurrence.

Sincerely,

Thomas Stuebner  
Senior Director, Labor Relations

I CONCUR:

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Brian Shanahan  
National Vice President, TCU

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Mr. George Spencer  
Assistant National Representative, TCU

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