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THIS AGREEMENT, made this 20th day of November, 2015, by and between the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC" or "Carrier") and Metropolitan Alliance of Police ("Organization") and covered by the May 1, 1999 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 May 1, 1999, 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 May 1, 1999, 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.

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.

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

Section 5. Supplemental Retirement: The provisions dealing with supplemental retirement identified as Section (c) of Supplement No. 2 of the May 1, 1999 General Agreement, as amended, is 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.

(b) Effective January 1, 2016, the employer contribution shall be increased by \$0.05 for each hour paid at the straight time rate of pay.

(c) Effective January 1, 2017, the employer contribution shall be increased by \$0.05 for each hour paid at the straight time rate of pay.

(d) 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 May 1, 1999 General Agreement, as amended, shall be further amended to the extent indicated below and as attached:

Incorporate the provisions of the June 4, 2015 Side Letter Agreement with respect to the Recruit classification and working conditions into Rule 2. Incorporate the provisions of the June 4, 2015 Side Letter Agreement with respect to the amendment of Rule 44- Entry Rates into Rule 44. Eliminate the cancellation provisions under Section 7 of the June 4, 2015 Side Letter in its entirety.

Modify **Rule 3. Specialty Certifications** by eliminating item (a) in its entirety and replace with the following:

- (a) Within the classifications of Police Officer as set forth in Rule 2, above, the Carrier may establish the following additional certifications based on the needs of service:
1. Field Training Officer (FTO)
 2. Juvenile Officer (JO)
 3. Evidence Technician (ET)
 4. Major Accident Reconstruction Officer (MARC)
 5. Range Instructor (RI)
 6. Defensive Tactics Instructor (DTI)
 7. Electronic Control Device Instructor (ECDI)
-

Eliminate **Rule 4. Sergeants** in its entirety and replace with the following:

Rule 4. Appointed Positions

Nothing herein is to imply any standard or absence of standard to any other classification under this Agreement to conflict with any State or Federal laws governing employment law or probationary periods.

A. Sergeants

1. *The Carrier shall periodically conduct such qualifying examinations for promotion to Sergeant, with the exam to be scheduled within three (3) years of the date of the previous examination. Notices shall be placed in locations accessible to all Police Officers advising them of the opportunity to take the examinations with the notices indicating the date, time, and location of the exam.*

2. *Police Officers seeking promotion to Sergeant must possess a minimum of five (5) years of active service with the successful performance in a capacity of Police Officer capacity.*

3. *To be considered for appointment to a Sergeant position, candidates must demonstrate their qualifications for such positions by first successfully passing a written job knowledge examination and job performance assessment.*

4. *Police Officers failing to achieve a passing grade on the qualifying examination shall be permitted to retake the examination and performance assessment at any time when offered by the Carrier in the future.*

5. *Police Officers achieving a passing grade on the written examination and performance assessment shall comprise the list of candidates eligible for an interview. After the interview, candidates will be assessed a separate score based on their responses during the interview process.*
 6. *Seniority points will be added to the candidate's final combined score and will be assessed based on the candidate's on the length of service. Seniority will be recognized by adding one (1) point for every two (2) years of service with a maximum of five (5) additional points for the consideration of seniority.*
 7. *Candidates will then be ranked numerically based on a total score comprised of a combination of the candidate's qualifying examination, performance assessment, interview score, and seniority points. The Chief of Police will appoint the successful applicant for promotion to Sergeant from a list of the top five (5) highest ranked candidates.*
 8. *Police Officers' standing on the Sergeant's Candidate List shall remain current for a period of three (3) years from the date notified by the Carrier.*
 9. *Sergeant positions shall be bulletined in accordance with the provisions of Rule 11.*
 10. *Employees promoted to Sergeant positions will retain and continue to accumulate seniority in the lower classifications in which seniority has previously been established.*
 11. *Employees who, as a result of force reduction or position abolishment are unable to retain positions in the Sergeant classification will retain and continue to accumulate seniority in the classification when working in a lower classification. Once having exercised seniority to the lower classification, the employee must avail himself at the first opportunity of again returning to a Sergeant position when a permanent Sergeant position is bulletined or vacant. An employee who fails to comply with the above and who continues to remain in a lower classification will lose all previously established Sergeant seniority.*
 12. *An employee who voluntarily exercises his seniority from a Sergeant position to a position in a lower classification will lose all previously established Sergeant seniority.*
 13. *If disqualified from a Sergeant's position, the Police Officer will be permitted to exercise his seniority to any position in a lower classification held by a junior employee. Junior employee so affected will also be permitted to exercise their seniority in accordance with Rule 13.*
-

Rule 12. Central Communications Center is eliminated its entirety per Side Letter 6 of this Agreement.

Modify **Rule 16. Changing Assigned Starting Time and Rest Days** by eliminating paragraph (a) in its entirety and replacing with:

(a) All assignments shall have a fixed starting time as set forth in the bulletin for the position. A designated headquarters point is to be assigned for the beginning and ending of each tour of duty, with such points to be the same.

Modify **Rule 17. Overtime** by eliminating subsection (g) of existing Rule 17 and replacing it in its entirety as indicated in Side Letter No. 3 of this agreement.

Modify **Rule 28. Leave of Absence** by adding a new section (l) to read as follows:

(l) Except as provided in section (f), an employee who does not perform compensated service in a position in the craft for thirty-six (36) months will terminate his seniority and employment relationship with the Carrier. In circumstances where an employee has been injured on-duty, the employee's seniority and employment relationship will terminate after seventy-two (72) months from the last date of compensated service.

Amend **Rule 34 – Sick Leave** by deleting existing paragraph (d)(i), and add new paragraphs (k) and (l) to read as follows:

(d)(i) 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 may draw from this Reserve at later dates when their personal sickness in a calendar year exceeds the then current year's allowance, or they may leave the accumulated days in the "Sick Leave Reserve" until time of retirement from the service of the Carrier under the provisions of the Railroad Retirement Act.

(k) 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 Sick Leave Reserve under this agreement and will be governed by the provisions of this Rule 34.

(l) 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 Sick Leave Reserve, will transfer his account balance to the applicable Personal Leave Bank, Sick Leave Reserve Bank, or PTO policy. 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.

Amend **Rule 35 – Personal Leave** to delete paragraph (e) in its entirety and replace with a new paragraph to read as follows:

(e) 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 34. Sick Leave.

Modify **Rule 41. Applicants** by eliminating it in its entirety and adopting a new Rule that includes a new paragraph (b) and codifies other paragraphs to read as indicated in Side Letter No. 5 of this agreement.

Modify **Rule 45. Differentials** by eliminating items (a), (d), and (e) in their entirety and replacing it with the following:

(a) Employees qualified and certified under applicable State and/or Federal Statute, and who have accepted assignment by the Carrier to perform the additional duties of Field Training Officer (FTO), Juvenile Officer (JO), Evidence Technician (ET), Major Accident Reconstruction Officer (MARO), Range Instructor (RO), Defensive Tactics Instructor (DTI), or Electronic Control Device Instructor (ECDI) shall for the time so assigned be allowed a differential according to the following schedule:

FTO Certification:	\$0.50 per hour
JO Certification:	\$0.50 per hour
ET Certification:	\$0.50 per hour
MARO Certification:	\$0.50 per hour
Range Instructor	\$0.50 per hour
Defensive Tactics Instructor	\$0.50 per hour
Electronic Control Device Instructor	\$0.50 per hour

(d) Police Officers permanently assigned to supervisory positions shall be allowed a differential of \$0.50 per hour for each hour worked on such positions.

(e) Police Officers subject to multiple differentials pursuant to this Rule shall be allowed a total differential not to exceed \$1.00 per hour for each hour worked.

Eliminate **Rule 47. Capital Projects** in its entirety and replace with the following:

The Carrier may, at its discretion, utilize outside security personnel to provide security at construction work sites within its system. It is also agreed that such security work at construction work sites is not work exclusive to employees covered by this Agreement.

Delete **Rule 54 – Printing of Schedules** and replace with the following:

Rule 54 – Printing of Schedules: (a) *This schedule of working conditions shall be reproduced by the Carrier and all employees who come under the Agreement shall be provided with a copy. The Carrier will also furnish copies to the Organization.*

(b) *When electronic access becomes available to employees, and the Carrier so elects, all agreements currently in effect will be posted on electronic media. The Carrier will honor reasonable individual requests to provide paper or electronic copies to the Organization and covered employees.*

Adopt a Side Letter to **APPENDIX NO. 1 – NATIONAL NON-OPERATING VACATION PROVISIONS:**

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. 4)

Agreement of November 30, 2010 and Section 4 (b) of Supplement No. 2 are modified as follows:

The Health Reimbursement Arrangement (HRA) plan described in the Agreement of November 30, 2010, and all supplements thereto, addressing changes to Section 4(b) of Supplement No. 2 (Early Retirement HRA benefit) of the May 1, 1999 Agreement will be closed to new participants on the effective date of the Agreement and the plan will be eliminated in its entirety pursuant to Side Letter 9.

Create a new rule in the Agreement called Rule _____. Paying Off with the following language:

Rule _____. Paying Off. When payroll information becomes accessible through electronic means with the ability of the employee to print and 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. The Carrier will provide the Employees and the Organization with at least sixty (60) days advance written notice of implementation of the system.

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 May 1, 1999 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 20th day of November, 2015.

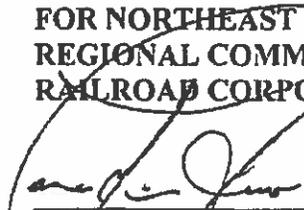
Effective date: Dec 1st, 2015

FOR THE ORGANIZATION:



Joseph Kresch
President, Metra Chapter MAP

**FOR NORTHEAST ILLINOIS
REGIONAL COMMUTER
RAILROAD CORPORATION:**



Tim Martin
General Director - Labor Relations

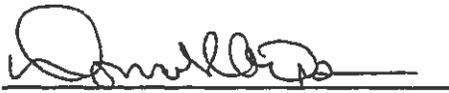


Steven Calcaterra
MAP Counsel

APPROVED:



Joseph Andalina
President, Metropolitan Alliance
of Police



Donald A. Orseno
CEO/Executive Director



The way to really fly.
November 20, 2015

547 W. Jackson Boulevard Chicago, IL 60661 312.322.6900 TTY: 1 312.322.6774

Side Letter No. 1

Mr. Joseph Kresch
President, Metra Chapter
Metropolitan Alliance of Police
215 Remington Boulevard
Suite C
Bolingbrook, IL 60440

Dear Mr. Kresch:

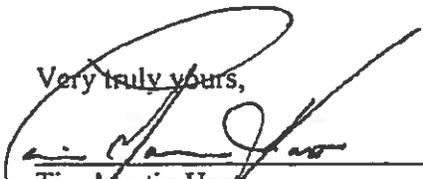
In the last round of negotiations, employee representatives were offered a choice between accepting continued health and welfare benefits without employee cost sharing or accepting cost-sharing with a higher wage pattern. Different employee groups selected between the two options. The MAP is amongst 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:

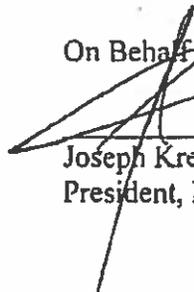
Upon fully executing the Wage, Rule and Benefit Agreement, or within ten (10) days thereafter, the Organization may elect to exercise this option: "Effective with the application of the General Wage Increase contained in Section 2(a) of this Agreement and applied concurrently, the Carrier shall adjust 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."

Very truly yours,



Tim Martin Hort
General Director - Labor Relations

On Behalf of the Employees I so elect



Joseph Kresch
President, Metra Chapter, MAP

545-690

November 20, 2015

Mr. Joseph Kresch
President, Metra Chapter
Metropolitan Alliance of Police
215 Remington Boulevard
Suite C
Bolingbrook, IL 60440

Dear Mr. Kresch:

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, July 1, 2014, and July 1, 2015 general wage increase as provided for in Section 2. General Wage Increases, as potentially modified by the election contained in Side Letter No. 1, as well as retroactive offsets owed pursuant to Section 4. Offset. Specifically, such required adjusted retroactive wage payments shall be paid as part of regular payroll, subject to all applicable payroll tax withholdings. It is the Carrier's intent to make the retroactive settlement of monies owed within ninety (90) days of the effective date of this Agreement.

Payment of retroactive wage adjustments shall be due only to persons who were subject to this Agreement, who had performed service during the period covered by the wage increases.

In the event a former employee is deceased, such retroactive money shall be paid to his or her estate.

In regard to the Lump Sum payment in Section 1(a), 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 ninety (90) days of the effective date of this Agreement.

Payment of the Lump Sum in Section 1(a) shall be due only to employees actively working under this Agreement on the effective date of this Agreement, or who:

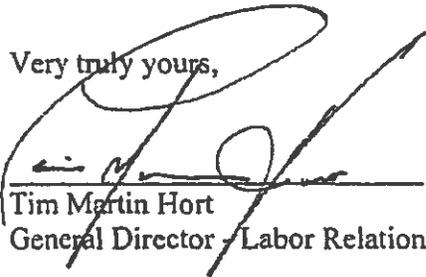
- (i) Are suspended/dismissed on the effective date of this agreement, but who are subsequently reinstated to service, pursuant to the agreement or award prompting their return to service or,

(ii) Have retired, died, have been furloughed, or have been placed on medical leave within 365 days of the effective date of the Agreement,

In the event a former employee is deceased, such lump sum payment shall be paid to his or her estate.

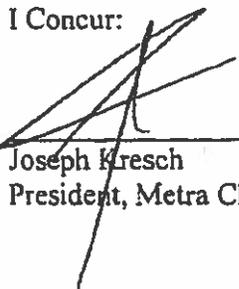
Please signify your concurrence in the space provided below.

Very truly yours,



Tim Martin Hort
General Director - Labor Relations

I Concur:



Joseph Kresch
President, Metra Chapter, MAP

November 20, 2015

Mr. Joseph Kresch
President, Metra Chapter
Metropolitan Alliance of Police
215 Remington Boulevard
Suite C
Bolingbrook, IL 60440

Dear Mr. Kresch:

This is in regard to the Wage, Rule and Benefit Agreement signed this date specifically Section 6. General Agreement Rule Changes, addressing Rule 17(g) relating to compensatory time. The parties agree herein to eliminate the current subsection (g) of existing Rule 17 and replace with the following:

COMPENSATORY TIME IN LIEU OF HOLIDAY PAY AND CERTAIN PAYMENTS

(g) *Compensatory Time in Lieu of Holiday Pay and Certain Payments. Compensatory time may be accrued and granted under the following conditions:*

Section 1. *Compensatory time for overtime hours in lieu of payment may be accrued to a maximum of eighty (80) hours for each single twelve (12) month period beginning November 1 up to and including October 31. Thereafter overtime hours worked in excess of eighty (80) hours of the accrued maximum will be paid out the applicable overtime rate of pay.*

Section 2. *In addition to the eligible accrual of eighty (80) hours as outlined in Section 1 above, when an employee has qualified for holiday pay, the employee may, with prior written notice, elect to forgo pay for the holiday at the time otherwise due, and accrue equivalent compensatory time off as is consistent with the requirements of service for each twelve (12) month period beginning November 1 up to and including October 31.*

Section 3. *The election to accrue compensatory time for overtime hours worked in lieu of payment must be made by the employee prior to the time the overtime hours are actually worked. The election for the accrual must be for the complete shift of overtime worked. Compensatory time shall accrue at the rate of one and one-half*

hours of compensatory time for each hour of overtime worked. The election for the accrual must be in increments consistent with the approved hours. Compensatory time will be accrued on an hour for hour basis when converting overtime to straight time, and accordingly, will be paid out at straight time upon use or payout.

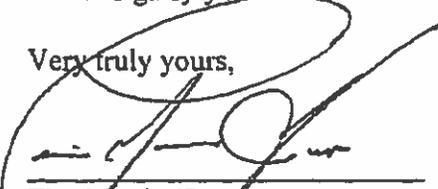
Section 4. While compensatory time is contemplated to be used in full shift increments, time cannot be used in less than full hour increments. Use of compensatory time is subject to the needs of service and may be suspended when deemed necessary by the Carrier. Approval for use in lieu of working a full shift will not unduly be withheld.

Section 5. Employees requesting use of accrued compensatory time shall submit such request in writing to the official designated by the Carrier. Requests submitted at least 48 hours in advance will be granted, in seniority order by assigned territory and classification, and subject to the needs of service. Requests made with less than 48 hours' notice may be granted, on a first-come first-served basis, and by assigned territory and classification, and subject to the needs of service.

Section 6. Compensatory time that has been accrued for the current twelve (12) month period, beginning November 1, up to and including October 31, must be taken prior to October 31 per the above. Any accrued compensatory time not taken by October 31 of eligible accrual period will be paid in lieu at the applicable straight time rate of pay in effect when such compensatory time was accrued. Compensatory time cannot be rolled over into any portion of any subsequent twelve (12) month period.

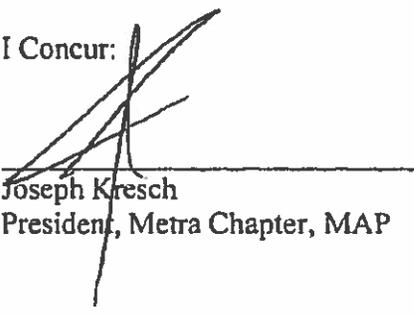
Please signify your concurrence in the space provided below.

Very truly yours,



Tim Martin Hort
General Director - Labor Relations

I Concur:



Joseph Kresch
President, Metra Chapter, MAP

November 20, 2015

Mr. Joseph Kresch
President, Metra Chapter
Metropolitan Alliance of Police
215 Remington Boulevard
Suite C
Bolingbrook, IL 60440

Dear Mr. Kresch:

This is in regard to the Wage, Rule and Benefit Agreement signed this date specifically Section 6. General Agreement Rule Changes, addressing Rule 36 - Vacation and APPENDIX NO. 1 NON-OPERATING NATIONAL VACATION PROVISIONS.

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:

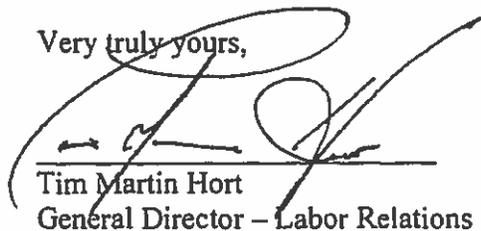
In application of the National Non-Operating Craft Vacation Agreement after an employee has been in service for three (3) or more years, irrespective of type of service with the Carrier, incremental increases in the number of weeks of vacation will be based on longevity of service with the Carrier and 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.

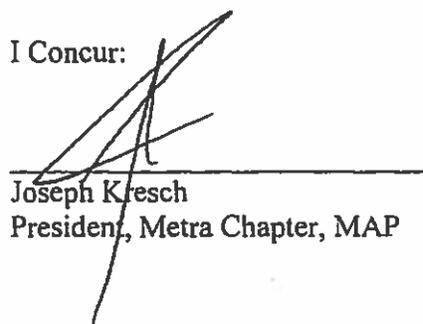
Please signify your concurrence in the space provided below.

Very truly yours,



Tim Martin Hort
General Director – Labor Relations

I Concur:



Joseph Kresch
President, Metra Chapter, MAP

November 20, 2015

Mr. Joseph Kresch
President, Metra Chapter
Metropolitan Alliance of Police
215 Remington Boulevard
Suite C
Bolingbrook, IL 60440

Dear Mr. Kresch:

This is in regard to the Wage, Rule and Benefit Agreement signed this date specifically Section 6. General Agreement Rule Changes, addressing Rule 41 relating to the applications of newly hired employees. The parties agree the following shall apply in lieu of Rule 41 by to replacing the provisions of Rule 41 in its entirety with the following:

***Rule 41. Applicants:** (a) Applications for newly hired employees shall be approved or disapproved within five hundred forty five days (545) calendar days after applicant begins work. If application is not disapproved within the five hundred forty five days (545) calendar day period, the application shall be considered as having been approved. Applicants disapproved within the five hundred forty five days (545) calendar day period shall have returned to them all service cards, letters of recommendation, and other papers which have been furnished by them.*

(b) During the period an applicant is being considered such employee may be used unassigned, accompanied or unaccompanied, for the purpose of evaluation, experience and training. As such, Rule 16 - Changing Assignment Starting Time and Rest Days, as well as Rule 20 - Service Away from Headquarters, shall not apply to these employees. Applicants will not be used to fill temporary vacancies under Rule 11 for the purposes of supplanting overtime.

(c) An employee whose application for employment is disapproved after being in service for more than ninety (90) calendar days, but less than five hundred forty five days (545), may make written request to the Chief of Police for discussion of such disapproval of application within ten (10) calendar days from the date notified of disapproval.

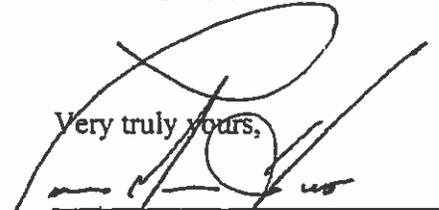
(d) Upon receipt of the written request, the Chief of Police will set a time, date, and location for the discussion. The employee may, if he so desires, be assisted during the discussion by a representative of the Organization. After discussion, the Chief of

Police, or his designated representative, will render his decision, either orally or in writing at his discretion. If the employee is not satisfied with the decision, the employee or representative of the Organization designated by the employee may make written request, within ten (10) calendar days from the date of decision, to discuss the matter with the Carrier's highest officer of appeal. Carrier's highest officer of appeal will set a time, date, and location for discussion of the matter with the employee and/or his designated representative. After the discussion, Carrier's highest officer of appeal will render his decision, either orally or in writing at his discretion, and such decision will be final and binding.

(e) In the event the applicant gives materially false information on the application for employment, this Rule shall not apply. However, this exception shall not be applicable to an employee who has been in service for a period of three (3) years or more.

Please signify your concurrence in the space provided below.

Very truly yours,



Tim Martin Hart
General Director – Labor Relations

I Concur:



Joseph Kresch
President, Metra Chapter, MAP



The way to really fly.

November 20, 2015

Side Letter No. 6

547 W. Jackson Boulevard Chicago, IL 60661 312.322.6900 TTY: 1 312.322.6774

Mr. Joseph Kresch
President, Metra Chapter
Metropolitan Alliance of Police
215 Remington Boulevard
Suite C
Bolingbrook, IL 60440

Dear Mr. Kresch:

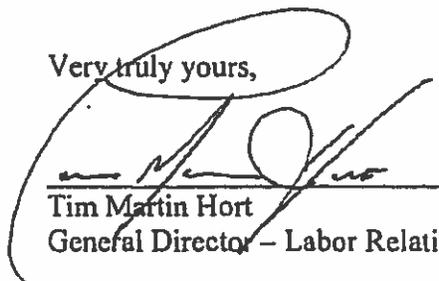
This is in regard to the Wage, Rule and Benefit Agreement signed this date specifically Section 6. General Agreement Rule Changes, addressing the elimination of police dispatching work and other related functions of the Central Communications Center (CCC) pursuant to Rule 12.

The Carrier may, with 30 days advanced written notice to the Organization, eliminate the Central Communications Center (CCC) and abolish all covered positions in relation thereto. Subsequently, all Rules pertaining to the CCC will be eliminated in their entirety.

In addition, the Carrier agrees that no MAP-represented employees will be furloughed by the Carrier as a result of the elimination of the CCC for the period beginning on the effective date of this Agreement and continuing through December 31, 2018.

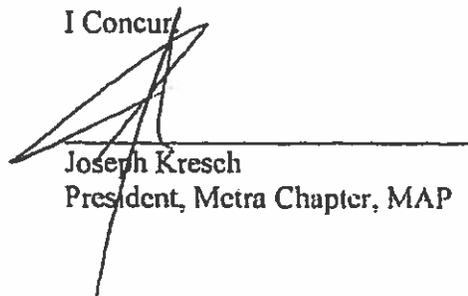
Please signify your concurrence in the space provided below.

Very truly yours,



Tim Martin Hort
General Director - Labor Relations

I Concur



Joseph Kresch
President, Metra Chapter, MAP

545-690



The way to really fly.

November 20, 2015

547 W. Jackson Boulevard Chicago, IL 60661 312.322.6900 TTY: 1 312.322.6774

Side Letter No. 7

Mr. Joseph Kresch
President, Metra Chapter
Metropolitan Alliance of Police
215 Remington Boulevard
Suite C
Bolingbrook, IL 60440

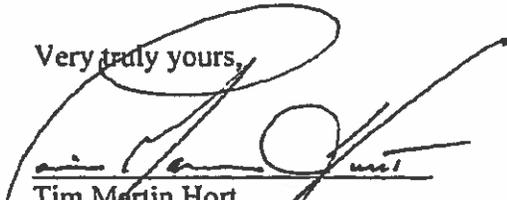
Dear Mr. Kresch:

This is in regard to the Wage, Rule and Benefit Agreement signed this date specifically Section 6. General Agreement Rule Changes, addressing the modifications of Rule 3. Specialty Certification with respect to the Police Officers that have accepted an assignment and are performing the additional duties associated with a specialty certification.

Within ninety (90) days from the effective date of this Agreement, the Carrier will post an advisory notice to all MAP-represented employees of the need for Police Officers with specialty certifications. Interested employees shall have five (5) days from the date of the notice to advise the Chief of Police or his designee, in writing, of their interest in obtaining such certification. All Police Officers holding a specialty certification and currently receiving the associated differential(s) specified in Rule 45 will be required to request reconsideration for appointment.

Please signify your concurrence in the space provided below.

Very truly yours,



Tim Martin Hort
General Director - Labor Relations

I Concur:



Joseph Kresch
President, Metra Chapter, MAP

545-690



The way to really fly.

November 20, 2015

Side Letter No. 8

547 W. Jackson Boulevard Chicago, IL 60661 312.322.6900 TTY: 1 312.322.6774

Mr. Joseph Kresch
President, Metra Chapter
Metropolitan Alliance of Police
215 Remington Boulevard
Suite C
Bolingbrook, IL 60440

Dear Mr. Kresch:

This is in regard to the Wage, Rule and Benefit Agreement signed this date specifically Section 6. General Agreement Rule Changes, wherein, the Carrier and the Organization mutually recognize the requirement for the Carrier's Police Department to improve its efficiency and professionalism in order for the Department to continue to grow as a responsive and vital Police Department.

As a result, the parties have agreed to several significant contractual rule modifications which both believe are the first major steps in achieving this goal as indicated per the following work rules as set forth per the Agreement language herein:

- **Rule 2. Definition of Police Officer**
- **Rule 4. Sergeants**
- **Rule 12. Central Communications Center**
- **Rule 16. Changing Assigned Starting Time and Rest Days**
- **Rule 28. Leave of Absence**
- **Rule 41. Applicants**
- **Rule 44. Entry Rates**
- **Rule 47. Capital Projects**

These work rule adjustments and enhancements will significantly improve the Carrier's ability to recruit and train qualified candidates for Recruit positions, improve the level of professionalism and promotional standards for the selection of candidates for Sergeants positions, increase productivity by redefining Police Officer work on the Carrier's system, and increased operational flexibility in assuring the Carrier can assign its workforce to shifts and locations consistent with its needs of service.

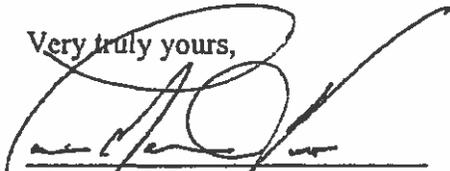
In consideration of the Organization's concurrence to the modifications and improvements to the work rules listed above, the Carrier agrees to apply a one-time percentage increase of four and two tenths (4.2) percent to be applied to the straight time base rate of pay for Patrolmen and Sergeant positions, and a three and one half (3.5) percent increase to be applied to the straight time base rate of pay for Lieutenant positions.

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These one-time percentage increases for Patrolmen, Sergeants, Lieutenants positions set forth as above, will be applied on the effective date of the Agreement and will not apply to any retroactive payments or general wage increases made pursuant to the provisions of Section 2 of this Agreement.

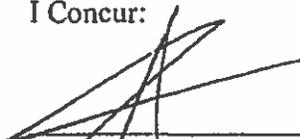
Please signify your concurrence in the space provided below.

Very truly yours,



Tim Martin Hort
General Director – Labor Relations

I Concur:



Joseph Kresch
President, Metra Chapter, MAP



The way to really fly.

November 20, 2015

Side Letter No. 9

547 W. Jackson Boulevard Chicago, IL 60661 312.322.6900 TTY: 1 312.322.6774

Mr. Joseph Kresch
President, Metra Chapter
Metropolitan Alliance of Police
215 Remington Boulevard
Suite C
Bolingbrook, IL 60440

Dear Mr. Kresch:

This is in regard to the Wage, Rule and Benefit Agreement signed this date specifically **Section 6. General Agreement Rule Changes**, addressing the modifications of the Agreement of November 30, 2010 and Section 4(b) of Supplement No. 2.

Effective on the date of this Agreement, the Health Reimbursement Arrangement ("HRA") benefit plan will be closed to any new participants except as provided for herein under Section A. Other than as outlined below, no Police Officer will be eligible to participate in the HRA plan after the effective date of this Agreement unless as expressly provided under Section A. Current participants and eligible dependents who are already receiving a benefit under the HRA plan will continue to receive benefits as provided for in the plan rules but will not be eligible to receive any flat rate payment as set forth under the Payment Schedule described herein.

The Parties have developed a "Payment Schedule" which will provide active service employees with a one-time, flat rate payment in consideration of closing of the plan to new participants and the eventual elimination of the HRA plan in its entirety, pursuant to the below noted schedule.

Employees' eligibility for certain payments are defined as follows:

A. "Plan Eligible" Employees:

"Plan Eligible" employees are Police Officers who will attain sixty (60) years of age, have ten (10) years of service with the Carrier, and will be eligible to retire by December 31, 2018 but who have not already retired. "Plan Eligible" employees will be afforded the option of either participating in the Health Reimbursement Arrangement ("HRA") benefits upon his or her retirement or receiving a flat rate payment as provided for in the "Plan Eligible" schedule listed below. This election must be made within thirty (30) days of the effective date of the Agreement. This election must be made in writing to the Carrier's Labor Relations Department and will be irrevocable upon execution. In cases where an employee makes no election, the Carrier will provide such employee with a payment pursuant to the Plan Eligible schedule. "Years of Service" under this

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paragraph is defined as having attained at least one hundred and twenty (120) months of active service as an NIRC Police Officer and based on the employee's Police Officer seniority date as calculated as of December 31, 2015.

B. "Vested" Employees:

"Vested" employees are Police Officers who have a minimum of ten (10) years of service with the Carrier who will not have attained sixty (60) years of age by December 31, 2018. "Vested" employees will be entitled to receive a flat rate payment as provided for in the "Vested" payment schedule listed below. "Years of Service" under this paragraph is defined as the employee's length of service as a Police Officer based on his or her seniority date as calculated as of December 31, 2015.

C. "Five Plus Years of Service up to Ten Years of Service" Employees":

"Five Plus Years of Service up to Ten Years of Service" employees are Police Officers who have a minimum of five (5) years but less than ten (10) years of service with the Carrier. "Five Plus Years of Service up to Ten Years of Service" employees will be entitled to receive a flat rate payment as provided for in the "Five Plus Years of Service up to Ten Years of Service" payment schedule listed below. "Years of Service" under this paragraph is defined as the employee's length of service as a Police Officer based on his or her seniority date as calculated as of December 31, 2015.

D. "Two Years of Service but less than Five Years of Service" Employees:

"Two Years of Service but less than Five Years of Service" employees are Police Officers who have a minimum of two (2) years but less than five (5) years of service with the Carrier will be entitled to receive a flat rate payment as provided for in the "Two Years of Service but less than Five Years of Service" " payment schedule listed below. "Years of Service" under this paragraph is defined as the employee's length of service as a Police Officer based on his or her seniority date as calculated as of December 31, 2015.

E. "Exceeding Existing Plan Provisions" Employees:

"Exceeding Existing Plan Provisions" employees are Police Officers who will be sixty-five (65) years of age by December 31, 2015, or who will be sixty-five (65) years of age and have less than ten (10) years of service with the Carrier by December 31, 2018. "Exceeding Existing Plan Provisions" employees will be entitled to receive a flat rate payment as provided for in the "Exceeding Existing Plan Provisions" payment schedule listed below. "Years of service" under this paragraph is defined as the employee's length of service as a Police Officer based on his or her seniority date as calculated as of December 31, 2015.

Additionally, the Carrier will make such payments as provided by the Payment Schedule only to employees in active service with the Carrier on the effective date of the Agreement or who are suspended/dismissed on the effective date of this Agreement, but who are subsequently reinstated to service, pursuant to an agreement or award prompting his or her return to service with all rights unimpaired. In the event an employee is deceased after the effective date of the Agreement but prior to payments being issued by the Carrier, such payments made pursuant to the Payment Schedule shall be paid to his or her estate.

The HRA plan will remain in place and in effect until the final payment under the plan has been made to the final participant or eligible dependent. At which time, there being no active participants or eligible dependents in the plan, the Health Reimbursement Arrangement will be eliminated in its entirety, and all references to HRA plan such provisions and benefits in the Agreement are null and void in application to the Agreement.

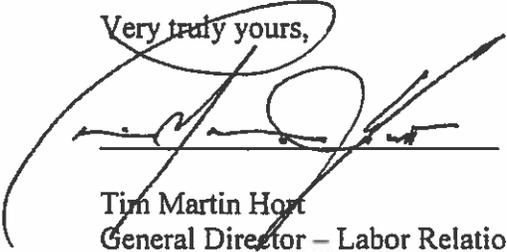
The Carrier will issue payments to active Police Officers per the following Payment Schedule:

<u>Years of Seniority/Plan Eligibility</u>	<u>Amount</u>
Plan Eligible	\$25,000
Vested	\$20,000
Five Plus Years of Service up to Ten Years of Service	\$14,000
Two Years of Service but less than Five Years of Service	\$1,000
Exceeding Existing Plan Provisions	\$1,000

There will be no pyramiding of payments or benefits made under this Side Letter 9. Employees are not eligible for duplicate payments under the Payment Schedule nor are they eligible to receive any future HRA benefit except as otherwise provided in Section A only. Payments made pursuant to this Payment Schedule are only available to Police Officers who have successfully completed his or her probationary period as outlined in "Rule 41 – Applicants". Only eligible State-certified, sworn Police Officers in active service will be entitled to any payment or benefits under this Side Letter 9. Additionally, those retirees and eligible dependents who are currently receiving benefits under the plan are not entitled to any flat rate payment made in accordance with this Side Letter 9 and the Payment Schedule contained herein.

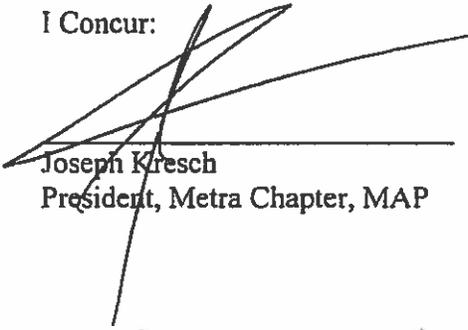
Please signify your concurrence in the space provided below.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Tim Martin Hort', written over a horizontal line. The signature is stylized and somewhat cursive.

Tim Martin Hort
General Director – Labor Relations

I Concur:

A handwritten signature in black ink, appearing to read 'Joseph Kresch', written over a horizontal line. The signature is stylized and somewhat cursive.

Joseph Kresch
President, Metra Chapter, MAP

SIDE LETTER AGREEMENT
BETWEEN
THE NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
AND
THE METROPOLITAN ALLIANCE OF POLICE

This is an Agreement between Northeast Illinois Regional Commuter Railroad Corporation ("Carrier") and the Metropolitan Alliance of Police ("Organization") (collectively, the "Parties"), modifying and amending the terms of the parties' collective bargaining agreement, effective May 1, 1999 (the "1999 Agreement") as amended.

WHEREAS the parties have a mutual interest in a fully staffed, trained, and effective police force; and

WHEREAS existing methods of recruitment have proven insufficient to satisfy current demands for new hires; and

WHEREAS the parties mutually desire to institute an interim recruit program pending the effective date of their next collective bargaining agreement;

NOW THEREFORE, the parties hereby agree as follows:

1. The Carrier shall be entitled to establish and implement Recruit Program (the "Recruit Program"), at any time on or after June 4, 2015.
2. Under the Recruit Program, the Carrier shall have sole discretion for identifying and hiring potential participants in the interim Recruit Program.
3. Individuals who are hired by the Carrier and enter the Recruit Program shall be classified as Recruits. While in the Recruit Program, employees shall not be subject to the terms of the 1999 Agreement, except as otherwise specifically provided herein. All rates of pay, rules and working conditions for Recruits shall be established and maintained by the Carrier in its sole discretion, and may be modified or amended at any time, however, the rate of pay for a Recruit is set at 75% of the applicable Rule 42 Rate of Pay. Notwithstanding the foregoing, upon hire, Recruits shall be required to become members of the Organization and shall be subject to Rule 50, Rule 51, and Appendices 3 and 4 of the 1999 Agreement.
4. The Carrier shall provide for the training of Recruits through any available police academy that is authorized by the State of Illinois to certify police officers, and/or shall provide any other training, tools, and equipment necessary to obtain the skills, knowledge, and abilities

required to be a Police Officer. Any individual who successfully completes all required training and becomes a certified peace officer may be hired by the Carrier as a Police Officer, and he or she shall then be fully subject to all provisions of the 1999 Agreement (or any successor Agreement). However, the Carrier shall retain discretion to decline, for any reason, to hire any Recruit as a Police Officer and/or to otherwise end the employment relationship of a Recruit at any time prior to the completion of any or all of the Program requirements and/or at any time prior to becoming a State certified, sworn peace officer.

5. The job duties and responsibilities of Recruits shall be limited to the completion of any training necessary to obtain State certification as a police officer and/or to be hired as a Police Officer by the Carrier. Recruits shall not perform any of the duties or responsibilities of Police Officers, except as specifically agreed by the Parties or as permitted by Rule 1(c) of the 1999 Agreement.

6. In recognition of the foregoing the Agreement shall include the elimination of Rule 44. Entry Rates and shall be replaced with the following:

Rule 44. Entry Rates

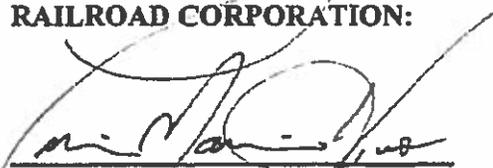
(a) Police Officers entering service on or after the date of this Agreement shall be paid for all service performed within the first eighteen (18) months of active employment with the Carrier at the rate of eighty-five (85%) percent of the applicable Rule 42. Rate of Pay.

7. Excluding Item 6 above, this Side Letter Agreement may be terminated upon ninety (90) days written notice by either party. In the event it is terminated, any individual occupying a Recruit position at the time of termination may be hired by the Carrier as a Police Officer upon completion of the Program, subject to paragraph 3 above. Additionally, should this Side Letter Agreement be terminated by either party, Rule 44. Entry Rates, as established in Item 6 above, are preserved and remain in full force and effect.

8. Unless terminated pursuant to paragraph 7 above, this Side Letter Agreement shall be made a part of the Parties' collective bargaining agreement effective with the date of the Parties' next collective bargaining agreement (resolving the Section 6 notices served on December 27, 2012, and June 6, 2012, respectively) unless specifically incorporated or otherwise renewed therein.

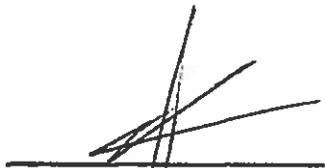
Signed at Chicago, Illinois this 4th day of June, 2015.

**FOR THE NORTHEAST ILLINOIS
REGIONAL COMMUTER
RAILROAD CORPORATION:**



Tim Martin Hort
General Director - Labor Relations

**FOR METROPOLITAN ALLIANCE OF
POLICE:**



Joseph Kresch
President, Metra Chapter



Joseph Perez
Chief of Police



November 8, 2011

Mr. Artie Hill
President – MAP Chapter 267

7(1)(b)

Dear Mr. Hill:

This is in regard to the recent discussions regarding the establishment of a Sergeant position to supervise Patrolmen attached to the Metra Police Response Unit and Patrolmen assigned as explosive detection dog handlers. It was agreed that this position will be governed by the following:

Section 1. The Carrier may, at its discretion, establish a Sergeant position for the primary purpose of supervising Patrolmen attached to the Metra Police Response Unit and Patrolmen assigned as explosive detection dog handlers. The work assigned to this position may also include other general police duties. An employee assigned to this position will not be utilized to fill temporary vacancies on other positions.

Section 2. This position will be designated as a partially excepted position. The Carrier shall have the right of selection in filling such position, which will not be subject to displacement. Applicants for this position must certify in writing their commitment to remain on the position for an initial term of not less than two years. As a condition of retaining this position after the initial two-year period, an employee will be required to renew the commitment to remain on the position on a year-to-year basis. An employee assigned to this position will be restricted from voluntarily exercising his/her seniority until the end of their current period of commitment.

Section 3. In filling this position, the Carrier will post an advisory notice in locations accessible to all Police Officers advising them of the availability of such position. Interested employees shall have seven (7) days from the date of the notice to advise the Chief of Police, in writing, of their interest in applying for the position. The advisory notice will set forth relevant terms and conditions as may be established by the Carrier in connection with the application process.

Section 4. An employee selected for this position must complete a training program, as directed by the Office of Police Services. Such training will be provided at no cost to the employee. In the event the employee selected for this position does not successfully complete the training program, such employee shall revert to his or her former position and any employee displaced as a result shall be permitted to exercise his or her seniority. If the employee's former position has been abolished or filled by a senior employee through the exercise of seniority the employee shall be permitted to exercise

545-690

Mr. Artic Hill, President
MAP Chapter 267
November 8, 2011
Page 2

his or her seniority in a manner consistent with the process set forth under Rule 13 of the General Agreement.

Section 5. An employee who for reasons other than termination for cause is released from this position or who voluntarily elects to vacate the position at the conclusion of their current period of commitment will be entitled to exercise seniority within seven (7) calendar days by displacing a junior employee or bidding on a bulletined vacancy.

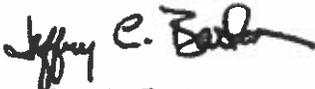
Section 6. This position will be classified as a system-wide position and, as such, will not be assigned to a specific work zone, territory, or headquarters point. The work locations assigned for such position will be at the Carrier's discretion and may include locations outside the NIRC commuter service territory.

Section 7. Appendix No. 1 of the General Agreement, dated May 1, 1999, will not apply in assigning vacation dates for the employee assigned to this position. Available vacation dates will be determined at the Carrier's discretion and the employee will be advised of available dates for each calendar year no later than November 1 of the preceding year. The Office of Police Services will cooperate with the employees in assigning vacation dates, with due consideration to be given to seniority. In all instances, however, the requirements of service will take precedence in assigning vacation dates.

Section 8. This position shall be subject to all terms and conditions of the General Agreement, with the exception of those rules pertaining to bulletins, assignment, displacement, work week, starting time, and headquarters, or as otherwise provided for herein. It is understood that this agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended, and is subject fully to the provisions of Rule 55 of the General Agreement, dated May 1, 1999, as amended.

Please signify your concurrence in the space provided below.

Sincerely,



Jeffrey L. Barton
Senior Director, Labor Relations

I concur:



Artic Hill
President-Metra Chapter, MAP

545-690