

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**MTA METRO-NORTH**

**And**

**ASSOCIATION OF COMMUTER RAIL EMPLOYEES  
DIVISION 1**

**Representing**

**Yardmasters and Assistant Stationmasters**

The parties hereby agree to the following amendments and changes to the Collective Bargaining Agreement for the period January 16, 2017 through September 1, 2019.

This Memorandum of Understanding is subject to ratification by the membership of the Association of Commuter Rail Employees, Division 1 – Yardmasters and Assistant Stationmasters and final approval by the Metropolitan Transportation Authority Board of Directors.

## **ARTICLE I – GENERAL WAGE INCREASES**

### **SECTION 1 – 2017 GENERAL WAGE INCREASE**

Effective January 16, 2017, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on January 15, 2017 shall be increased by two and one-half percent (2.5%).

### **SECTION 2 – 2018 GENERAL WAGE INCREASE**

Effective February 16, 2018, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on February 15, 2018 shall be increased by two and one-half percent (2.5%).

### **SECTION 3 – LUMP SUM INCREASE**

Effective March 16, 2019, Metro-North shall pay a one-time non-recurring lump sum payment of \$500.00 to each employee with more than one (1) year of service.

### **SECTION 4 – ELIGIBILITY FOR WAGE INCREASES**

The January 16, 2017 and February 16, 2018 retroactive payments shall be granted only to current employees for service performed in 2017, 2018 and on a prorated basis for employees who, during 2017 and 2018: 1) retired; 2) died; 3) resigned while having a vested right to a pension under the MTA Defined Benefit Pension Plan or a vested right in the MTA Defined Contribution Plan; or 4) were dismissed and subsequently reinstated or rehired with seniority restored.

## **ARTICLE II – HEALTH AND WELFARE BENEFITS**

1. Where both spouses and/or domestic partners are employed by the MTA and/or any of its agencies and covered by NYSHIP, only one (1) employee will be eligible for a family health plan. The other employee will be eligible for an individual health plan. Should the spouse or domestic partner work for another MTA agency, the Metro-North employee must take the individual health plan. This same provision will apply with respect to pre-Medicare eligible retirees.
2. Effective upon full and final ratification, employees will no longer be required to have a minimum of half of their potential sick leave bank at the time of voluntary separation or retirement in order to be eligible for a sick leave buyback. The other existing eligibility rules in place (eligible employees are those who leave Metro-North for any reason, other than termination for cause, with a minimum of ten (10) years of continuous Metro-North service) remain in force.

### **ARTICLE III – PENSION BENEFITS**

Employees enrolled in Article 12 of the MTA Defined Benefit Pension Plan (Article 12) shall be subject to the following change:

1. The offset in computing retirement benefits when a retiree becomes Tier II eligible will be reduced from one hundred percent (100%) of the Tier II amount to ninety percent (90%) of the Tier II amount.

### **ARTICLE IV – WORK RULE CHANGES**

1. Members of the bargaining unit may avail themselves of free passage on the New York City Transit (NYCT) system pursuant to a system to be developed by Metro-North and NYCT. Such privileges shall only be used by the employees covered by this Agreement and may not be shared or transferred.
2. Disciplinary Suspension—Working Suspension: An employee under disciplinary charge may agree that the suspension to be imposed can be a working suspension, equivalent to a fine equal to twenty-five percent (25%) of the employee's regular salary, for each day that the employee works during the suspension period. Such fine will be deducted from the employee's daily compensation as reflected in the weekly paycheck for the working suspension period. Metro-North will only offer this working suspension to an employee through a waiver agreement at pre-trial, and the employee retains the choice to accept Metro-North's offer for the working suspension. If the employee agrees to sign such a waiver, the employee will be required to work the length of the suspension period and pay the equivalent fine. The employee's disciplinary record will only reflect the period of suspension for the purposes of progressive discipline and will not reflect a working suspension. Metro-North will not apply working suspensions to work rule violations covered by the FRA or Drug and Alcohol violations under any authority, or any other out of service violations. An employee who works under these circumstances is not available for overtime opportunities or relief day work during the suspension period.
3. Disciplinary Suspension—Vacation Liquidation: At the option of the employee who signs a waiver, under the conditions set forth below, ACRE Division One can request on behalf of the employees under the formula of 2 for 3 (two (2) vacation days are liquidated in place of three (3) suspension days) for certain operational offenses, subject to approval by Metro-North. Requests for participation in the vacation liquidation program for disciplinary suspensions must be submitted to Labor Relations by ACRE 1 on behalf of the employee. If approved by Labor Relations, the request shall be submitted for final approval by the Chief Transportation Officer. Metro-North retains the discretion to approve all requests made for vacation liquidation during disciplinary suspensions. If approved, the employee's disciplinary record will reflect the actual suspension period and will not reflect that vacation time was liquidated

4. during the service suspension. Metro-North will not approve requests for vacation liquidation for behavioral offenses (i.e., insubordination, theft, fighting, conduct unbecoming, etc.), drug and alcohol violations under any authority, or any significant rule violations or significant safety violations.
5. Rule 12—Seniority: Effective full and final ratification, newly hired Yardmasters and Assistant Station Masters will be placed on the Roster in the following order: (1) employees with prior Metro-North service by hire date and (2) employees without prior Metro-North service by date of birth. Yardmasters will establish a seniority date as of the date they begin a preservice training program. No employee will establish seniority or be placed ahead of any employee of a prior training class.
6. Rule 38—Special Assignments: Amended to allow for three (3) Special Duty assignments on the Assistant Stationmaster's Roster.
7. Yardmaster Training: A Formal Program on Yardmaster training has been developed with the intent of training Yardmasters more efficiently. This process is detailed in Letter No. 4.
8. Amend Rule 10(a) to provide for a general pick of positions every calendar year. Employees will not be awarded positions if they are not pre-qualified on the position. Employees bidding relief assignments which cover multiple yards are deemed qualified if they are qualified on one of the assigned yards covered by that relief position. The yearly pick listing will be posted on the first Wednesday of November and will close five days later (the following Monday). Job awards will be effective the first Wednesday of January in the following year.
9. Effective November 1, 2021, at least 50% of Extra List Yardmaster positions will have scheduled rest days.
10. Amend Rule 10(d) to include the following: Employees must be released after being required to work their former position for more than six months. If the employee is not released within the six (6) month period such employee will be paid 1.5 hours at straight time per day as a penalty.

#### **ARTICLE V – WAGE PROGRESSION**

There shall be amendments to the wage progression for all employees in ACRE Division 1 represented positions after full and final ratification of the Agreement. The modified wage progression is reflected in Appendix A to this Agreement. Metro-North employees employed in other crafts who promote into positions covered by this Agreement, shall enter this wage progression at their current step-rate percentage.

**ARTICLE VI – MORATORIUM**

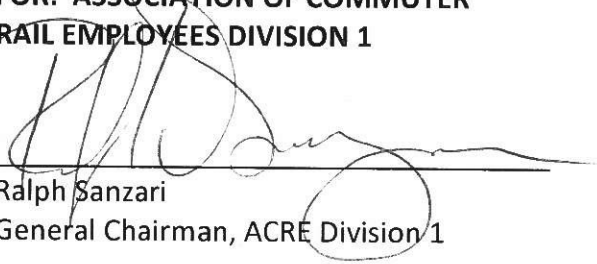
(1) The Agreement covers a period of thirty-one months in duration and shall be effective January 16, 2017 through September 1, 2019 and shall remain in effect thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(2) The parties to this Agreement shall not serve or progress prior to May 1, 2019 (not to become effective before September 1, 2019) any notice or proposal for the purpose of changing agreements.

This Memorandum of Understanding is subject to ratification by the membership of the ACRE Division 1 and final approval by the Metropolitan Transportation Authority Board of Directors.

In Witness Whereof, the parties hereto sign their Agreement at New York, NY this 3rd day of December, 2019.


**FOR: ASSOCIATION OF COMMUTER  
RAIL EMPLOYEES DIVISION 1**


  
Ralph Sanzari  
General Chairman, ACRE Division 1

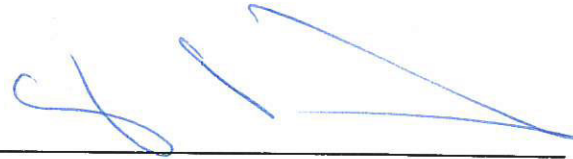
**FOR: METROPOLITAN  
TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
Anita L. Miller  
Chief Employee Relations &  
Administrative Officer

**FOR: METRO-NORTH RAILROAD**

  
Edward Valente  
General Chairman Elect, ACRE Division 1

  
Ronald Cislo  
Local Chairman-Yardmasters, ACRE Division 1

  
Andrew J. Paul  
Vice President – Labor Relations



**Metro-North Railroad**

APPENDIX A

ASSOCIATION OF COMMUTER RAIL EMPLOYEES  
DIVISION 1, YARDMASTERS AND ASSISTANT STATIONMASTERS

Previous Wage Progression for all Employees		Wage Progression for all current Employees (internal and external) and those hired after full and final wage progression	
1 <sup>st</sup>	70%	1 <sup>st</sup>	70%
2 <sup>nd</sup>	70%	2 <sup>nd</sup>	70%
3 <sup>rd</sup>	75%	3 <sup>rd</sup>	75%
4 <sup>th</sup>	80%	4 <sup>th</sup>	80%
5 <sup>th</sup>	85%	5 <sup>th</sup>	85%
6 <sup>th</sup>	85%	6 <sup>th</sup>	100%
7 <sup>th</sup>	90%		
8 <sup>th</sup>	100%		



Letter No. 1

December 3, 2019

Mr. Ralph Sanzari  
General Chairman, ACRE Division 1  
420 Lexington Avenue, Suite 215  
New York, NY 10017

Dear Mr. Sanzari:

The Union acknowledges the historic financial commitment by the State to the MTA in the financing of the 2015-2019 Capital Plan. This Plan is the largest and most ambitious in history and will result in significant gains to the MTA's customers.

The Union pledges to cooperate in the prompt and efficient delivery of the Plan elements attributed to the employer. The Employer pledges respect to the traditional role of force account labor in the efficient and prompt delivery of the Plan elements. Any disagreement between the Union and the Employer shall be promptly resolved by the President or his/her representative.

Very truly yours,

A handwritten signature in blue ink, appearing to be "Andrew J. Paul", written over a horizontal line.

Andrew J. Paul  
Vice President – Labor Relations

I Concur:

A handwritten signature in black ink, appearing to be "Ralph Sanzari", written over a horizontal line.

Ralph Sanzari  
General Chairman, ACRE Division 1

12/3/19  
Date





## Metro-North Railroad

December 3, 2019

Letter No. 2

Mr. Ralph Sanzari  
General Chairman, ACRE Division 1  
420 Lexington Avenue, Suite 215  
New York, NY 10017

**Re: Sick Leave Donations for ACRE 1 Employees**

Dear Mr. Sanzari:

As discussed during collective bargaining, the parties have a mutual interest in memorializing the policy criteria issued by Metro-North in 2014 regarding sick leave donations for agreement employees.

Metro-North issued this previous policy guidance as a means for evaluating employees' requests for sick leave donations equitably and efficiently. The instant letter signifies the parties' intent to incorporate these standards into the ACRE Agreement with the following modifications:

First, an employee making an application for a sick leave donation must have a minimum of seven (7) years of service for Metro-North. Second, employees are entitled to make an application for sick leave donation on their own behalf, for a dependent child, or their spouse. As per the 2014 letter on this subject, each application will be authorized for a maximum of thirty (30) days (of donated time). The donation request can be renewed for an additional thirty (30) days for a total of sixty (60) days.

Additionally, an Exceptional Circumstances Committee will be established to review cases and/or situations brought forward by ACRE where the employee may not meet the service criteria necessary to be eligible for sick leave donation. This Committee will be composed of three members: a representative from the Transportation Department, a representative from ACRE 1, and a representative from the Labor Relations Department. This committee may, in its sole discretion, determine that certain individual cases will be granted, despite the employee not meeting the service criteria set forth above. The committee may also agree to extend a sick leave donation request under extenuating circumstances for an additional thirty (30) days, for a maximum of ninety (90) days total.

Thank you for your continued cooperative approach in resolving workplace issues.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Andrew J. Paul".

Andrew J. Paul  
Vice President - Labor Relations





Letter No. 3

December 3, 2019

Mr. Ralph Sanzari  
General Chairman, ACRE Division 1  
420 Lexington Avenue, Suite 215  
New York, NY 10017

Re: **Printed Direct Deposit Advices**

Dear Mr. Sanzari:

This letter reflects the parties' agreement reached during collective bargaining that the distribution of printed direct deposit advices for all ACRE 1 members will be electronic/available online via the BSC portal. Employees do not have the option to be exempt from this program, and will no longer be given hard copies of direct deposit advices by Metro-North. These changes will go into effect immediately upon ratification of this contract by the MTA Board.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Andrew J. Paul".

Andrew J. Paul  
Vice President - Labor Relations



Letter No. 4

December 3, 2019

Mr. Ralph Sanzari  
General Chairman, ACRE Division 1  
420 Lexington Avenue, Suite 215  
New York, New York 10170

**Re: Yardmaster Training**

Dear Mr. Sanzari:

In conformance with ACRE Rule 19, Metro-North has developed a new approach to Yardmaster training. The following is an outline of this new program. The intent of this program is to train new Yardmasters more quickly and efficiently to ease manpower concerns and to ensure that we provide a safe and efficient passenger service. To the extent there is a material change to the program outlined below, Metro-North will provide advanced notice and will meet with ACRE 1 representatives to review those changes. Consistent with Rule 19, Metro-North retains the right to modify the program to best serve the Railroad.

#### **Onset of Yardmaster Training**

Beginning January 1, 2020, the Yardmaster Training Program will feature a three-day orientation program for new hires. New Yardmaster classes will generally contain three students; however, Metro-North will recruit larger or smaller classes as dictated by staffing concerns. Following orientation, new Yardmasters will engage in approximately three weeks of training on Metro-North's Operating Rules. A qualified Yardmaster will be a co-instructor for classroom sessions included in these three (3) weeks of training.

#### **Yardmaster Basic Training**

More experienced Yardmasters will be assigned to student Yardmasters at specific yard locations for two weeks; during this time, new Yardmasters will focus on learning defined basic skills of the Yardmaster position. New Yardmasters will then be tested by Metro-North's Training Department on their ability to comprehend these skills. If a new Yardmaster fails these skills tests, their application will be disapproved. To complete the posting period, a new Yardmaster will again be paired with the same experienced Yardmaster before moving to the qualifying period.

Mr. Ralph Sanzari

Page 2

December 3, 2019

**Re: Yardmaster Training**

**Posting**

To qualify, new Yardmasters must attend various classes at Metro-North's discretion, including, but not limited to: Operating Rules class, PC Qualifications class, and Equipment Overview class. Initially, new Yardmasters will be assigned by Metro-North management to one of the following yards: Stamford, New Haven, or Harmon. New Yardmasters will post for thirty (30) working days or up to forty (40) working days at Metro-North's sole discretion on the shift they are initially assigned. After qualifying on the initial shift, new Yardmasters will be assigned to qualify on the two other shifts in their assigned yard. They will be allotted twenty (20) working days to qualify on the remaining shifts in their assigned yard. If new Yardmasters are assigned to another yard when qualifying, new Yardmasters will be allotted thirty (30) working days to qualify on the initial shift and twenty (20) working days to qualifying on the remaining shifts in another assigned yard.

**Qualified Yardmaster Posting**

After a Yardmaster is deemed qualified, he/she may exercise seniority in accordance with the relevant Agreement to a new position or yard location where he/she is not currently qualified. If a Yardmaster has exercised seniority to a new yard location, that Yardmaster will be allotted up to thirty (30) working days to qualify. If a Yardmaster has exercised seniority to a new position (within a yard where he/she is already qualified on another shift), that Yardmaster will be allotted up to twenty (20) working days to qualify.

Very truly yours,



Andrew J. Paul  
Vice President - Labor Relations





Letter No. 5

December 3, 2019

Mr. Ralph Sanzari  
General Chairman, ACRE Division 1  
420 Lexington Avenue, Suite 215  
New York, New York 10170

**Re: Yardmaster Transfer Pay**

Dear Mr. Sanzari:

This letter will reflect the parties' understanding that Yardmasters working at all current yards, excluding Bridgeport and Highbridge, will receive 15 minutes at straight time for each shift worked in consideration for the requirement to transfer their desk at tour's end to their relief Yardmaster. To receive this payment, a Yardmaster will be required to be present for the entirety of the transfer. This process requires the Yardmaster to remain at his/her desk in the relevant Yard until he/she has fully informed the relieving of all operating conditions within the yard's territory to ensure a smooth transition of information. This process may involve accompanying administrative requirements (i.e., electronic documentation and/or paperwork).

These payments are not part of any overtime calculation and will not be made when an employee is being paid for time not worked such as on sick time, personal days, jury duty, bereavement, vacation, training, hours of service, or light duty.

The transfer pay in effect for Grand Central Terminal remains unchanged. In the event that Metro-North establishes multiple shifts in Bridgeport and Highbridge, the parties will revisit this subject in the context of collective bargaining.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Andrew J. Paul".

Andrew J. Paul  
Vice President - Labor Relations



Letter No. 6

December 3, 2019

Mr. Ralph Sanzari  
General Chairman, ACRE Division 1  
420 Lexington Avenue, Suite 215  
New York, New York 10170


**Re: Rule 23**

Dear Mr. Sanzari:

This letter will reflect the parties' understanding regarding the revisions to Rule 23, Section 5.

- (a) If the employee is dissatisfied with the decision, the employee or, on his behalf, his duly accredited representative may appeal such decision by filing a written request for a hearing within twenty (20) calendar days from receipt of the decision to the Assistant Director of Labor Relations. The request for a hearing, when the discipline imposed is suspension, shall act as a stay except in the case of a major offense, as defined in 1(b) above, until after a decision is rendered on appeal.
- (b) The hearing on appeal will be scheduled within fifteen (15) calendar days from the date of receipt of such request. A decision on the appeal shall be rendered within thirty (30) calendar days of the date of the hearing.
- (c) The Assistant Director of Labor Relations' decision shall be final and binding unless within twenty (20) calendar days of receipt of said decision the employee or his duly accredited representative submits a written request to the Highest Appeals Officer.
- (d) The Highest Appeals Officer will advise the employee and General Chairman of the decision via certified mail within thirty (30) days of the conclusion of the appeal hearing.
- (e) The decision of the Highest Appeals Officer will be final and binding unless, within thirty (30) days after receipt of the written decision, the employee or his duly accredited representative institutes proceedings before the Special Board of Adjustment established in Rule 22.

Very truly yours,



Andrew J. Paul  
Vice President - Labor Relations



Letter No. 7

December 3, 2019

Mr. Ralph Sanzari  
General Chairman, ACRE Division 1  
420 Lexington Avenue, Suite 215  
New York, New York 10170

**Re: Special Event Staffing**

Dear Mr. Sanzari:

This letter will reflect the parties' understanding regarding special event staffing and confirms the understanding that had previously been reached between ACRE YM and GCT Management this past August. Going forward, if Metro-North determines that a special event, including work-ordered assignments, may impact the usual customer traffic flow, an Assistant Stationmaster will be utilized for a minimum of eight (8) hours.

An Assistant Stationmaster working his/her bulletined work assignment or assigned to the Extra List cannot be utilized for such coverage, except in the event of an emergency. Qualified employees outside the Assistant Stationmaster ranks will only be utilized for this coverage when the Assistant Stationmasters' roster is fully exhausted. However, Assistant Stationmasters will not be called upon to perform any duties related to the ordinary work performed by our Ushers (i.e., wheel chair assistance, assistance for the visually impaired, etc.).

Furthermore, Assistant Stationmasters will be deemed available for Usher overtime after the roster of existing Ushers is fully exhausted (both inside and outside the Customer Service Department). Moreover, Assistant Stationmasters cannot cover any overtime assignment that would conflict with their regularly scheduled work assignment or a previously accepted overtime assignment. Finally, Assistant Stationmasters must confirm in writing their availability for this type of overtime to their manager no later than January 1, 2020.

Very truly yours,

A handwritten signature in blue ink that reads "Andrew Paul / uBV".

Andrew J. Paul  
Vice President, Labor Relations

cc: M. Foglio  
T. Mitchell