

MEMORANDUM OF UNDERSTANDING
BETWEEN
MTA METRO-NORTH RAILROAD
AND
ASSOCIATION OF COMMUTER RAIL EMPLOYEES
DIVISION 1
Representing
Conductors and Assistant Conductors

The parties hereby agree to the following amendments and changes to the Collective Bargaining Agreement for the period September 2, 2021, through May 1, 2027.

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

THIS AGREEMENT is made this 13th day of September 2024 by and between Metro-North Commuter Railroad ("Metro-North") and the employees represented by the Association of Commuter Rail Employees - Division 1.

Article I – General Wage Increases

Section 1 – 2021 General Wage Increase

Effective September 2, 2021, all rates of pay in effect shall be increased by two and one-half percent (2.5%).

Section 2 – 2022 General Wage Increase

Effective September 2, 2022, all rates of pay in effect shall be increased by two and three-quarters percent (2.75%).

Section 3 – 2023 General Wage Increase

Effective November 2, 2023, all rates of pay in effect shall be increased by four percent (4%).

Section 4 – General Wage Increase

Effective February 2, 2025, all rates of pay in effect shall be increased by four percent (4%).

Section 5 – General Wage Increase

Effective May 2, 2026, all rates of pay in effect shall be increased by four and two tenths percent (4.2%).

Section 6 – Eligibility for Wage Increases

Every active employee, and any employee who 1) retired; 2) died; 3) resigned in good standing while having a vested right to a pension under the MTA Defined Benefit Pension Plan; or 4) was dismissed and subsequently reinstated or rehired with seniority restored, shall receive payment for service under the above schedule of general wage increases.

Article II -- Health and Welfare Benefits

The Health and Welfare Benefits Provisions of the applicable Collective Bargaining Agreement shall be amended as follows: All active employees covered by this Agreement shall, as soon as practicable after full and final ratification, contribute, on a pre-tax basis, three percent (3%) of their straight time earnings up to forty (40) hours per week to defray the cost of Health Benefits.

Article III -- Work Rule Changes

1. Rule 1(d) Swing Time

- a. Effective January 1, 2025, Swing Pay shall be paid at ninety percent (90%) of the straight time rate of pay in effect.

2. Electronic Crew Book

- a. Effective after full and final ratification, the Crew Book shall be distributed exclusively by electronic means. The parties shall implement under separate cover the electronic distribution method of the crew books. The Carrier shall, in its discretion, determine if and how many crew books shall be printed for review and distribution.

3. Computer-Based Training

- a. Effective after full and final ratification, employees shall be required to complete up to sixteen (16) hours of annual computer-based training assigned by the Carrier on their own time, outside of working hours, and with their own personal electronic devices. Employees who complete all of the required computer-based training courses on or before the established deadline will be compensated at the straight time rate of pay for the estimated cumulative hourly duration of all the required computer-based training. Payment for completion of all required courses shall be made as soon as practicable after the completion deadline.

4. Rule 11 -- Extra List and Relief Day List Calling Order

- a. Effective as soon as practicable after full and final ratification, the calling order for employees on the Passenger Extra List shall be by Line and in order of adjacent crew bases before any calls are made from the Passenger Rest Day Lists. The

parties shall confirm the crew base calling order in Letter No. 1 that adjoins this Agreement.

5. Longevity Pay

- a. There shall be an annual longevity payment of \$1,000 to each member of the bargaining unit payable after an employee has reached ten (10) years of MNR creditable service and annually thereafter. Creditable service shall be applied consistent with existing provision in Rule 3 – Entry Rates (i.e. wage progression).

6. Rule 8(s) – Weekend Assignments

- a. Effective upon full and final ratification, all contractual limitations of weekend assignments that restrict the amount of on-duty hours shall be permanently eliminated. As such, the temporary letter agreement on Train Service Issues dated March 25, 2019, and extended annually thereafter is also null and void effective with full and final ratification. The terms of Rule 8(s) covering holiday assignments remain in effect.

7. Wage Progression

- a. At the Railroad's discretion, new employees hired after full and final ratification of the Agreement may be hired above the entry (minimum) step in cases of '*hard to recruit*' titles. Exercise of this provision does not reduce the amount of time needed to mature to top pay. The Carrier will advise the union of its exercise of this provision in advance. In the event Carrier decides to exercise this prerogative, the parties will meet to discuss any impact such decision has on incumbent employees.

Article IV – Reopener

In the event the Carrier reaches subsequent agreements with other unions in the current round of collective bargaining which provide for superior provisions as a result of another Union trading a valuable work rule, the Carrier will offer an option to ACRE Division 1 to trade a similar or equivalent valuable work rule for its equivalent in wages or other items of equivalent value.

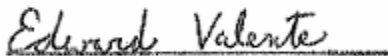
Article IV -- Moratorium

1. This Agreement covers a period of sixty-eight (68) months in duration and shall be effective September 2, 2021, through May 1, 2027, 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 March 1, 2027 (not to become effective before May 2, 2027) any notice or proposal for the purpose of changing agreements.

This Memorandum of Understanding is subject to ratification by the membership of 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, New York on this 13th day of September 2024.

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


Edward Valente
General Chairman


Dennis Richardson
Vice General Chairman


Kelly Grandfield
President

**FOR: METROPOLITAN
TRANSPORTATION
AUTHORITY (MTA)**

Anita Miller
MTA Chief Employee & Labor
Relations Officer

**FOR: METRO-NORTH
COMMUTER RAILROAD**



Kelli Coughlin
Deputy Chief Labor Relations Officer



September 13, 2024

Mr. Edward Valente
General Chairman – ACRE I
420 Lexington Avenue, Suite 215
New York, NY 10017

Letter No. 1

Re: **Calling Order for Passenger Extra List**

Dear Mr. Valente:

This letter supplements Article III, Section 4 of the Memorandum of Understanding (“MOU”) between Metro-North Railroad (“Carrier”) and the Association of Commuter Rail Employees, Local 1 (“Organization”), in which the parties agreed to modify the calling order for employees on the Passenger Extra List. As set forth in the MOU, there shall be an Extra List by Line, with the calling order by adjacent crew bases on the Line prior to crew base relief day lists. In accordance with this provision, the following calling order shall apply when a vacancy occurs:

I. New Haven Line:

A. New Haven/Bridgeport Terminal

- 1) New Haven Extra List
- 2) Stamford Extra List
- 3) Danbury Extra List
- 4) New Haven Relief List
- 5) Stamford Relief List
- 6) GCT Extra List
- 7) Danbury Relief List
- 8) GCT Relief List

B. Stamford Terminal

- 1) Stamford Extra List
- 2) New Haven Extra List
- 3) GCT Extra List
- 4) Stamford Relief List
- 5) Danbury Extra List
- 6) New Haven Relief List
- 7) Danbury Relief List
- 8) GCT Relief List

Mr. Edward Valente
September 13, 2024
Re: Calling Order
Page 2

C. Danbury Terminal

- 1) Danbury Extra List
- 2) Stamford Extra List
- 3) New Haven Extra List
- 4) Danbury Relief List
- 5) Stamford Relief List
- 6) New Haven Relief List
- 7) GCT Extra List
- 8) Brewster Extra List
- 9) Brewster Relief List

II. Harlem Line

A. Brewster Terminal

- 1) Brewster Extra List
- 2) NWP Extra List
- 3) GCT Extra List
- 4) Brewster Relief List
- 5) NWP Relief List
- 6) Danbury List
- 7) Danbury Relief List
- 8) GCT Relief

B. North White Plains (NWP)

- 1) NWP Extra List
- 2) Brewster Extra List
- 3) GCT Extra List
- 4) NWP Relief List
- 5) Brewster Relief List
- 6) GCT Relief List

C. Wassaic Terminal

- 1) Brewster Extra List
- 2) NWP Extra List
- 3) GCT Extra List
- 4) Brewster Relief List
- 5) NWP Relief List
- 6) Danbury List (continued on next page)

Mr. Edward Valente
September 13, 2024
Re: Calling Order
Page 3

- 7) Danbury Relief List
- 8) GCT Relief

III. Hudson Line

A. Poughkeepsie Terminal

- 1) Poughkeepsie Extra List
- 2) Harmon Extra List
- 3) GCT Extra List
- 4) Poughkeepsie Relief List
- 5) Harmon Relief List
- 6) GCT Relief List
- 7) Brewster Extra List
- 8) Brewster Relief List

B. Harmon Terminal

- 1) Harmon Extra List
- 2) Poughkeepsie Extra List
- 3) GCT Extra List
- 4) Harmon Relief List
- 5) Poughkeepsie Relief List
- 6) GCT Relief List
- 7) NWP Extra List
- 8) NWP Relief List

IV. GCT Terminal

A. GCT

- 1) GCT Extra List
- 2) Extra List of the nearest crew base of the line that that the first train of the assignment covers (not including Highbridge Deadheads if on the beginning of the assignment)
- 3) GCT Relief List
- 4) Relief List of the nearest crew base of the line that that the first train of the assignment covers (not including Highbridge Deadheads if on the beginning of the assignment)

Mr. Edward Valente
September 13, 2024
Re: Calling Order
Page 4

Please sign below if the above order reflects the agreement reached between the parties.

Very truly yours,



Kelli Coughlin
Deputy Chief Labor Relations Officer

On behalf of ACRE Local 1, I concur:



Edward Valente
General Chairman

9/13/2024
Date

420 Lexington Avenue
New York, NY 10170
www.mta.info

Catherine A. Rinaldi
President



September 13, 2024

Mr. Edward Valente
General Chairman – ACRE 1
420 Lexington Avenue, Suite 215
New York, NY 10017

Mr. Shay DeAndrus
General Chairman – ACRE 9
420 Lexington Avenue, Suite 215
New York, NY 10017

Re: **Deadheading by Car Service**

Dear Sirs:

This letter confirms the agreement reached between Metro-North Railroad (“Carrier”) and ACRE Local 1 and ACRE Local 9 to eliminate the method of deadheading by car service (taxi).

Effective after full and final ratification of the parties’ Memorandum of Understanding for the period of 2021-2027, the parties agree that the Carrier will no longer provide car service (taxi) for an employee to deadhead to or from an assignment. If there are no trains available to deadhead to the assignment, the Carrier will offer deadhead by auto to the employee. If the employee is unable to deadhead by auto and cannot accept this option, the employee will be bypassed for the assignment without penalty to the employee or to the Carrier (i.e. no mishandle penalty). The employee will retain their place on the extra list for the next assignment.

Please sign below and return a copy to my attention if the understanding stated above reflects the agreement reached with respect to this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Kelli Coughlin".

Kelli Coughlin
Deputy Chief Labor Relations Officer

On behalf of ACRE Local 1, I concur:

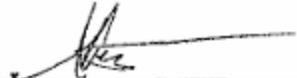
A handwritten signature in cursive script that reads "Edward Valente".

Edward Valente
General Chairman

9/13/2024
Date

Mr. Edward Valente and Mr. Shay DeAndrus
Re: Deadheading by Car Service
September 13, 2024
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On behalf of ACRE Local 9, I concur:



Shay DeAndrus
General Chairman

09/13/2024
Date



September 6, 2024

Mr. Edward Valente
General Chairman – ACRE I
420 Lexington Avenue, Suite 215
New York, NY 10017

Re: Definition of Regular Wages

Dear Mr. Valente:

This letter will confirm the recent discussions regarding the definition of "*Regular Wages*" for pension plan purposes. The July 18, 2007 MOU in Article II, Section 3 provided that "overtime earnings in excess of 20% of regular wages shall not be included in the calculation of any retirement benefit." The parties subsequently clarified the original MOU language by providing that "the basic principle in defining regular wages will be the earnings of that position as defined by the crew book or the job description." Preliminary discussions were held in 2007 and 2008 between Metro-North and ACRE in committee but a final clarification was not reached since the pension changes only applied to new hires and the practical application to impacted employees was years away.

In reviewing the history of the pension cap negotiations in 2007, it is clear that the parties intended to make an obvious distinction between overtime earnings that are voluntary and unconnected to an employee's position (such as relief day work or covering vacant shifts before or after an employee's regular tour of duty) and overtime that is part of the employee's regular assignment as set forth in the crew book and job descriptions (such as built in daily overtime in the crew book, deadheading, extra list requirements, etc.). Over the past few months, the parties have been discussing the application of this rule to the unique subset of employees who work in Combo Service (Yard and Flagging "non-passenger jobs"). While these non-passenger positions may technically be advertised as eight (8) hour positions for internal budgeting purposes, the positions actually entail and require additional service hours to account for the work rules in effect and operational needs. Consequently, a further clarification of the definition of regular wages was needed in order to meet the intent of the 2007 MOU.

Accordingly, this letter hereby clarifies that any overtime earned directly connected to an employee's regular five (5) day job assignment in Combo Service, either before or after their assigned hours, are considered "*regular wages*" as contemplated in the 2007 MOU. Overtime unconnected or unrelated to the crew book assignment or position job description are subject to the pension cap in Article II, Section 3 of the July 18, 2007 MOU.

Mr. Edward Valente
September 6, 2024
Re: Definition of Regular Wages
Page 2

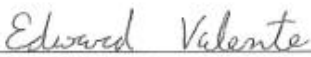
Lastly, it is understood that this clarification letter shall be applied prospectively. Employees who are subject to the pension cap and retire after this letter shall be covered by the terms of this agreement. Please sign below and return a copy to my attention if the understanding stated above reflects the agreement reached with respect to this outstanding matter.

Very truly yours,

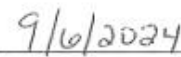


Kelli Coughlin
Deputy Chief Labor Relations Officer

On behalf of ACRE Local 1, I concur:



Edward Valente
General Chairman



Date



September 10, 2024

Mr. Edward Valente
General Chairman – ACRE 1
420 Lexington Avenue, Suite 215
New York, NY 10017

Re: **Resolution of Outstanding Issues**

Dear Mr. Valente:

This letter will confirm the recent discussions between Metro-North Railroad (“MNR” or “Carrier”) and the Association of Commuter Rail Employees, Local 1 (“ACRE 1” or “Organization”) with respect to resolution of several outstanding matters between the parties. As discussed, these matters have been subject to interpretive grievances and labor management committees’ review for several years. The Carrier and the Organization have reached an understanding on many of these matters in furtherance of sound labor relations, as clarification of the existing collective bargaining agreement, and to advance our mutual objectives. The parties agree on the following interpretations:

I. Rule 12 (a) and (d) – Relief Day Work:

The following language will replace the first sentence of this rule, with all other language within the provision remaining in effect:

- a. Employees who desire to work on the relief days of their assignments after the Extra Boards have been exhausted shall so indicate by phone call or in writing to the Crew Dispatcher their availability by at least 6:00 p.m. the day prior to the commencement of the relief days of his assignment.

The following language will now apply for Rule 12(d), with all other provisions remaining in effect:

- d. Calls from a Relief Day List shall be made in the same manner as an Extra Board, an employee who misses a call off a Relief Day List will be held off such list for twelve (12) hours and then will be marked up at the bottom of the list.

Mr. Edward Valente
September 10, 2024
Re: Resolution of Outstanding Issues
Page 2

II. Rule 17(b):

The following interpretation shall apply:

Any employee who is requested to work a different assignment and whose starting time is before or after their regular assignment starting time will receive a 17(b)-penalty payment in addition to the difference in the earnings of the greater assignment, as applicable. It is understood that this penalty will not apply for an Assistant Conductor who is stepped up on one (1) train to perform the duties of a qualified Conductor on the same train.

III. Labor Management Committee

- a. There shall be a Labor Management Committee established with representatives from the Organization, Transportation Management, and Labor Relations who will regularly meet to review and discuss other outstanding issues and matters that arise in the context of MNR operations. The objective of the Committee will be to proactively address matters and resolve any disputes in furtherance of sound labor management relations.

Please sign below and return a copy to my attention if the understanding stated above reflects the agreement reached between the parties.

Very truly yours,



Kelli Coughlin
Deputy Chief Labor Relations Officer

On behalf of ACRE Local 1, I concur:



Edward Valente
General Chairman



September 13, 2024

Mr. Edward Valente
General Chairman – ACRE 1
420 Lexington Avenue, Suite 215
New York, NY 10017

Mr. Shay DeAndrus
General Chairman – ACRE 9
420 Lexington Avenue, Suite 215
New York, NY 10017

Re: **Annual Safety Apparel and Equipment Allowance**

Dear Sirs:

The parties have engaged in extensive discussions over the course of multiple years regarding the established 2021-2023 round of collective bargaining between Metro-North Railroad and ACRE Local 1 and ACRE Local 9. In connection with those discussions for that contract term, the parties have agreed that effective January 1, 2025, there shall be an annual \$500.00 safety apparel and equipment allowance payable to all active employees in the bargaining unit. This annual allowance serves to enhance safety at the railroad and is separate from the annual boot allowance. Lastly, this allowance is non-pensionable and shall not be factored in 1/52nd vacation payment.

Please sign below and return a copy to my attention if the understanding stated above reflects the agreement reached with respect to this outstanding matter.

Very truly yours,

A handwritten signature in cursive script that reads "Kelli Coughlin".

Kelli Coughlin
Deputy Chief Labor Relations Officer

On behalf of ACRE Local 1, I concur:

A handwritten signature in cursive script that reads "Edward Valente".

Edward Valente
General Chairman

Date 9/13/2024

On behalf of ACRE Local 9, I concur:

A handwritten signature in cursive script that reads "Shay DeAndrus".

Shay DeAndrus
General Chairman

Date 09/13/2024



September 10, 2024

Mr. Edward Valente
General Chairman – ACRE 1
420 Lexington Avenue, Suite 215
New York, NY 10017

Re: **Rule 33 - Vacation Rule Resolutions**

Dear Mr. Valente:

This letter will confirm the understanding reached between Metro-North Railroad (“Carrier”) and ACRE Local 1 with respect to modifications of Rule 33 that are hereby made to resolve outstanding issues between the parties. The following terms reflect the understanding reached regarding Rule 33 prospective amendments:

- Section 1, 1(d)

Effective January 1, 2025, employees who are eligible and elect to retire with at least twenty (20) years of service will no longer be required to work one hundred (100) days in order to earn the following year’s vacation. It is understood that the employee must work at least ten (10) work days in the new calendar year in order to qualify for this rule waiver.

In turn, the Organization shall not progress the active dispute between the parties on this subject.

- Section 2 – 6: 1/52 Pay for Vacation

The rule provides, in relevant part, that “for each week of vacation, an employee shall receive a payment equivalent to 1/52 of his previous year’s earnings in train service with Metro-North...”

This letter serves to clarify that certification pay and longevity pay shall be considered part of an employee’s previous year’s earnings in train service for purposes of vacation pay entitlements. This clarification is consistent with internal and external Train & Engine interpretation and shall be applied prospectively.

In turn, ACRE 1 shall withdraw with prejudice the pending grievance appeal filed on this subject matter.

Mr. Edward Valente
September 10, 2024
Re: Rule 33 - Vacation Rule Resolutions
Page 2

- Prior Train Service Credit for Vacation

In order to incentivize recruitment of qualified Conductors and in light of the records of prior handling between the parties, effective January 1, 2025, employees who have prior service credit in Train Service at another railroad prior to their hire with MNR shall have the years of prior railroad service credited towards prospective vacation accrual entitlements as set forth in Rule 33, Section 1. Employees must substantiate continuous prior service credit at another railroad in writing to MNR in order to be eligible for this rule.

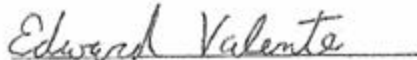
Please sign below and return a copy to my attention if the understanding stated above reflects the agreement reached with respect to this outstanding matter.

Very truly yours,



Kelli Coughlin
Deputy Chief Labor Relations Officer

On behalf of ACRE Local 1, I concur:


Edward Valente
General Chairman

9/10/2024
Date



September 6, 2024

Mr. Edward Valente
General Chairman – ACRE 1
420 Lexington Avenue, Suite 215
New York, NY 10017

Mr. Shay DeAndrus
General Chairman – ACRE 9
420 Lexington Avenue, Suite 215
New York, NY 10017

Re: Bereavement Leave Clarification

Dear Sirs:

This letter serves to clarify and update the contractual language covering bereavement leave as set forth in the collective bargaining agreements between Metro-North Railroad and ACRE Local 1 and ACRE Local 9. The following provisions will replace the current language in each agreement:

ACRE 1 – Rule 22:

Bereavement leave, not in excess of three (3) consecutive work days, will be allowed in case of death of an employee's brother, sister, step-sibling, parent, step-parent, child (including a step-child or adopted child), spouse, spouse's parent, grandparents and grandchildren. In such cases a basic day's pay will be allowed for the number of working days lost during bereavement leave. Employees involved will make provisions for taking leave with their supervising officials in the usual manner. Bereavement leave may be used during the period of mourning, including later occurring memorial services provided the allowance is not otherwise exceeded. Employees must provide documented proof of the death, eligibility, and period of mourning to be eligible for the leave.

ACRE 9 – Rule 19:

Bereavement leave will be allowed in case of the death of a Passenger Engineer's brother, sister, step-sibling, parent, step-parent, grandparent, child, stepchild, adopted child, grandchild, spouse or spouse's parent, not in excess of three (3) consecutive work days following the date of death, the funeral service or the day following the funeral service. It is understood that bereavement leave may be used during the relevant period of mourning, including later occurring memorial services provided the allowance is not otherwise exceeded. Employees must provide documented proof of the death, eligibility, and period of mourning to be eligible for the leave. Eight (8) hours' pay will be allowed for each work day lost during bereavement leave. Passenger Engineers involved will make provision for taking leave with their supervisor in the usual manner.

Mr. Edward Valente and Mr. Shay DeAndrus
September 6, 2024
Re: Bereavement Leave Clarification
Page 2

Moreover, answer A-3 in the ACRE 9 Rule 19 is partially modified as a result of the above-referenced language.

Please sign below and return a copy to my attention if the understanding stated above reflects the agreement reached with respect to this outstanding matter.

Very truly yours,



Kelli Coughlin
Deputy Chief Labor Relations Officer

On behalf of ACRE Local 1, I concur:

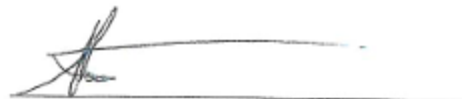


Edward Valente
General Chairman

9/6/2024

Date

On behalf of ACRE Local 9, I concur:



Shay DeAndrus
General Chairman

09/06/2024

Date



September 6, 2024

Mr. Edward Valente
General Chairman – ACRE 1
420 Lexington Avenue, Suite 215
New York, NY 10017

Mr. Shay DeAndrus
General Chairman – ACRE 9
420 Lexington Avenue, Suite 215
New York, NY 10017

Re: Administrative Separation for Permanently Medically Disqualified Employees

Dear Sirs:

This letter confirms the agreement reached with Metro-North Railroad (“Carrier”) and ACRE Local 1 and ACRE Local 9 with respect to an outstanding issue between the parties involving employees who have been deemed permanently medically disqualified from their position and who are unable to qualify for alternative employment at Metro-North.

As discussed, an arbitration decision was issued many years ago indicating that an employee who is deemed permanently medically disabled and unable to qualify for another position with the Carrier must be subject to the due process procedures outlined in the applicable disciplinary provisions in order for the Carrier to separate the employee. As a result of this decision, the Carrier has followed this procedural requirement in cases of this nature, including issuance of charges, hearings, and notices of disciplinary action. The process has oftentimes involved medically disqualified employees who are concurrently applying for a disability retirement, which has resulted in several issues, including later reversal of the employee's disciplinary dismissal if the disability retirement is approved.

Accordingly, the parties have collaborated to develop an alternative protocol that will aim to address these challenges, utilizing the concepts in New York Civil Service laws under Chapter 7, Article 5, Title A, Section 73. Effective with the date of this agreement, the following terms will apply:

- The Carrier may administratively separate an employee from employment without the due process requirements in the agreement if:
 1. An employee has been continuously out of work due to non-occupational injury or illness (“disability”) for a period of two (2) years from the date last worked;

OR

 2. An employee has been deemed permanently medically disqualified and unable to qualify for alternative employment with the Carrier through vocational assistance.

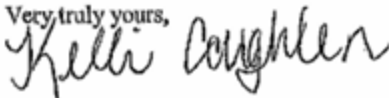
- If an employee is administratively separated in accordance with No. 1 above, the employee's name will still appear on the roster and if the employee's disability resolves and they are able to pass all required medical examinations, they may be reinstated and may exercise seniority to a position after requalification. There shall be no pay, benefits or other entitlements due to the employee for the duration of the separation. The separation shall not count towards any service-based rules or provisions (i.e. vacation, personal leave).
- Disabled employees (either No. 1 or No. 2 above) may concurrently apply for a disability retirement while administratively separated and if approved, will be reflected as having severed employment through disability retirement, rather than termination. Once approved for disability retirement, the employee's name will be removed from the roster.

It is understood that this administrative separation process will not apply to employees who are out of work as a result of an occupational injury.

Lastly, the parties shall establish an Exceptional Circumstances Committee to review cases and/or situations brought forward by ACRE due to delays in the MTA pension disability process or other extenuating or special circumstances. This Committee will be composed of the General Chairman of ACRE 1/ACRE 9 or his/her designee and the Senior Deputy Chief Labor Relations Officer or her/his designee. This committee may, in its sole discretion and by mutual agreement, determine that certain individual cases may be granted an extension in a non-precedential manner.


Please sign below and return a copy to my attention if the understanding stated above reflects the agreement reached with respect to this matter.

Very truly yours,

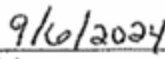


Kelli Coughlin
Deputy Chief Labor Relations Officer

On behalf of ACRE Local 1, I concur:



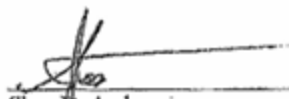
Edward Valente
General Chairman



Date

Mr. Edward Valento and Mr. Shay DeAndrus
Re: Administrative Separation for Disabled Employees
September 6, 2024
Page 3

On behalf of ACRE Local 9, I concur:



Shay DeAndrus
General Chairman

09/06/2024
Date

420 Lexington Avenue
New York, NY 10170
www.mta.info

Catherine A. Rinaldi
President



September 13, 2024

Mr. Edward Valente
General Chairman – ACRE 1
420 Lexington Avenue, Suite 215
New York, NY 10017

Mr. Shay DeAndrus
General Chairman – ACRE 9
420 Lexington Avenue, Suite 215
New York, NY 10017

Re: **Printed Collective Bargaining Agreements**

Dear Sirs:

This letter confirms that Metro-North Railroad will produce new printed copies of the collective bargaining agreements for both ACRE Local 1 and ACRE Local 9 as soon as practicable. The printed copies of the Agreements will include copies of the parties' Memoranda of Understanding for the last several rounds that have not yet been incorporated into the body of the Agreements. MNR will provide the copies to ACRE Local 1 and ACRE Local 9, who may distribute to the members thereafter.

The parties will work together to develop a long term plan for full integration of the Agreements.

Very truly yours,

A handwritten signature in cursive script that reads 'Kelli Coughlin'.

Kelli Coughlin
Deputy Chief Labor Relations Officer