

Raymond Burney  
Director of Labor Relations  
MTA Metro-North Railroad Company  
345 Madison Avenue  
New York, NY 10017

Dear Mr. Burney:

Please consider this letter as thirty (30) day notice pursuant to Section Six of the Railway Labor Act, as amended, of ACRE Division 9 (Locomotive Engineers) desire to revise, amend, and/or supplement our existing collective bargaining agreements, as proposed in the attachments hereto. ACRE reserves the right to augment and modify these proposals at any time.

Written acknowledgment will be appreciated and, pursuant to the provisions of the Railway Labor Act, as amended, a conference for the purpose of discussing the attached proposals within thirty (30) days from the date of receipt of this notice is respectfully requested.

Please acknowledge this notice within ten (10) days of receipt.

Yours truly,

Michael F Doyle  
General Chairman  
ACRE Division 9

cc: All Local Chairman

ATTACHMENT A

PROPOSALS APPLICABLE TO  
ENGINE SERVICE EMPLOYEES

## **A. WAGES**

Increase all rates of pay and arbitraries by ten (10) percent on January 1, 2003.

Increase all rates of pay and arbitraries by ten (10) percent on January 1, 2004.

Increase all rates of pay and arbitraries by ten (10) percent on January 1, 2005.

## **B. BENEFITS**

1. Metro-North will provide the Management lifetime Health and Welfare Plan without any cost to the employee. The Plan benefits (i.e. life insurance, hospitalization, major medical, dental, and optical) will cover all active and retired employees. Metro-North will eliminate all current deductibles and co-payments.

## **C. DEFINED CONTRIBUTION PENSION PLAN**

1. Metro-North will increase its contribution to the MTA Defined Contribution Pension Plan to ten (10) percent of the annual earnings for all ACRE employees regardless of years of service.
2. Reduce the qualification years from thirty (30) to fifteen (15).

## **D. DEFINED BENEFIT PENSION PLAN**

1. Metro-North will include all ACRE employees in the Metro-North Defined Benefit Pension Plan. Service credits will be retroactive to the employees' date of hire.

ATTACHMENT B

PROPOSALS APPLICABLE TO  
ENGINE SERVICE EMPLOYEES

**A. WAGES**

All wage increases listed in Attachment A

**B. RULE 2 - CLASSIFICATION AND BASIS OF PAY**

1. Effective January 1, 2003, Engineer Certification allowance will be increased to 60 minutes straight time pay per shift worked. This rate will apply to all engineers.
2. If an employee in non passenger service commences a second tour of duty within twenty-two and one-half (22 ½) hours of the time he started a first tour, he will be paid for the second tour of duty a rate of time and one-half.
1. When an engineer is required to pilot a conductor, the engineer will be paid ninety (90) minutes at time and one half.
4. Swing-time will be paid at the time and one-half rate of pay when an employee works a swing-time assignment on their relief day.
5. Meal allowances will be paid on a time basis with 20 minutes at the straight time rate as the new allowance.
6. Effective January 1, 2003, all engine service employees will be paid a ten (10) percent shift differential for all assignments that begin between the hours of 4:00 p.m. and 4:00 a.m. The differential shall be computed at the wage rate on January 1, 2003.
7. All off duty times will be a minimum of thirty (30) minutes.
8. All employees released in their home terminal in accordance with paragraph (d) will receive a meal allowance.
9. (a) Employees with twenty (20) years of service but less the thirty (30) years of service shall be entitled to a longevity payment of \$2,500 on January 1 of each year of the contract.  
  
(b) Employees with thirty (30) years or more of service shall be entitled to a longevity payment of \$5,000 on January 1 of each year of the contract.

**C. RULE 3 – ENTRY RATES**

1. The entry rate progression will be eliminated when an employee becomes a qualified engineer.

**D. RULE 6 - BULLETINS AND ASSIGNMENTS**

1. Language between parties regarding paragraph h.(written bids) will be agreed upon by both parties in order to accommodate the CMS system
2. When regular runs are rearranged, the local representative of Metro-North and the duly accredited representative(s) having jurisdiction will arrange to meet for the purpose of grouping such runs consistent with seniority. The schedule in effect will remain in place until an agreement is reached between both parties.

**5. RULE 9 - GUARANTEED EXTRA BOARD**

1. Change paragraph h to be consistent with conductors rule 11 h. Add sentence "Employees not called in turn off the Extra List shall also receive the pay they would have received but not for the improper runaround
2. Employees not called in their turn off the extra list will receive eight 8 hours pay instead of the present four (4) hours.
3. Vacation preferences will be bid on a week to week basis instead of for the whole vacation period.
4. Extra Board employees returning from vacation will be afforded the opportunity to make declarations and take hold-downs on assignments up for bid while they were on vacation.

**F. RULE 10 – RELIEF DAY**

1. An employee marking off sick for one day during the work week will receive time and one half when working the second rest day of his/her assignment
2. Change rule 10 d. to "Calls from the Relief Day List shall be made in the same manner as the Guaranteed Extra Board.

3. Eliminate rule 10 e.
4. Employees called and not used on their relief day who do not perform service (i.e. deadhead) will receive eight (8) hours pay at the time and one-half rate of pay.

**G. RULE 11 – DEADHEADING**

1. Deadheading will be paid to and from the crew base of the Extra Board to which an employee is assigned to and will be computed by use of the next available train, unless Metro-North provides another means of passenger-type vehicle transportation. Deadheading by auto may be used as a last resort if no other means of transportation are available. An employee cannot be forced to use his/her auto
1. Passenger Engineers deadheading combined with service will be paid four (4) minutes per agreed upon highway miles.

**H. RULE 14 - CALLS**

1. Passenger Engineers called to deadhead to another crew base, and upon reporting at the crew base and then released to deadhead back to their crew base will be considered to have performed service.

**I. RULE 19 – BEREAVEMENT LEAVE**

1. Increase bereavement leave to five (5) days. Payment for bereavement leave will be at the regular earnings of the employee's assignment. Include for bereavement employees brother-in law/sister-in-law, aunt, uncle, nephew, niece and spouse's grandparents.

**J. RULE 20 – JURY DUTY**

1. The first five (5) days of jury duty will be paid at the regular earnings of the employee's assignment.

**K. RULE 22 – PRESENTATION OF CLAIMS FOR COMPENSATION**

- 1 Amend rule by agreement between both parties to accommodate changes using CMS system.

**L. RULE 23 – DISCIPLINE AND INVESTIGATION**

1. Amend rule 23 d to include accredited representatives.
  
11. Change rule 23 g, 23 g 5., 23 h. Wherever the reference is to The Superintendent of Transportation it be changed to The Assistant Director of Labor Relations.

13. **RULE 29 -VACATIONS**

1. Single day vacations will be considered service for the purpose of the forty (40) hour work week or for any premium pay provisions of the Collective Bargaining Agreement.
2. Employees shall be entitled to select up to two (2) weeks of their vacation entitlement in single day increments.
3. Single day vacations can be used on a holiday

**N. RULE 33- MEAL PERIOD**

1. Change meal period window to between four and one-half (4 ½) and six (6) hours of duty.

**O. RULE 34- HOLIDAYS**

1. Include Martin Luther King Day and the day after Thanksgiving as paid holidays to be effective January 1, 2003.
2. Employees will be paid the normal earnings of their assignment for holidays not worked.

**P. RULE 36 - PERSONAL LEAVE**

1. An employee with less than three (3) years of service shall be entitled to two (2) personal leave days.
2. Personal days can be used on a holiday

8. Extra List employees will be compensated the earnings of the assignment they would have been called for with a minimum of a basic day's pay.

17. RULE 43 - TRAINING PROGRAM

1. Passenger Engineers instructing engineer trainees will be paid ninety (90) minutes at time and on half rate per tour of duty in addition to all other earnings for each tour of duty. If required to instruct more than one trainee per tour of duty, the Passenger Engineer will be compensated at the prevailing rate for each engineer trainee.

18. RULE 44 – SICK LEAVE

1. All employees will be given the opportunity to sell back up to twelve (12) sick days per year at the highest qualified applicable rate of pay.
2. Provide for five (5) months paid maternity\paternity leave without impact on benefits.