

**ACRE LOCAL DIVISION 1 CONDUCTORS AND ASSISTANT CONDUCTORS**  
**SUMMARY OF 2007-2010 AGREEMENT**

**1. WAGES:**

- 4% RETROACTIVE TO 1\1\07
- 3.5% EFFECTIVE 1\1\08
- 3.0% EFFECTIVE 1\1\09

**2. DEFINED BENEFIT PENSION PLAN:**

- 3% CONTRIBUTION WILL END 1\1\2014 OR UNTIL EMPLOYEE HAS CONTRIBUTED FOR 10 YEARS FROM DATE OF PARTICIPATION IN THE PLAN.

**RETIREMENT INCENTIVE FOR ALL PARTICIPANTS WHO ATTAIN AGE 60 PRIOR TO OR ON JUNE 15, 2010**

**- OLD PLAN:**

- 62 0% REDUCTION
- 61 6%
- 60 12%

**NEW PLAN:**

- 62 0% REDUCTION
- 61 0% REDUCTION
- 60 0% REDUCTION

**RETIREMENT INCENTIVE FOR ALL PARTICIPANTS WHO ATTAIN AGE 55 - 59 PRIOR TO OR ON JUNE 15, 2010**

- 59 15%
- 58 18%
- 57 21%
- 56 24%
- 55 27%

- 59 3%
- 58 6%
- 57 9%
- 56 12%
- 55 15%

ALL EMPLOYEES HIRED AFTER FULL AND FINAL RATIFICATION OF AGREEMENT SHALL PARTICIPATE IN THE PLAN WITHOUT ANY PROVISIONS FOR EARLY RETIREMENT PRIOR TO AGE 62. OVERTIME EARNINGS IN EXCESS OF 20% OF REGULAR WAGES SHALL NOT BE INCLUDED IN CALCULATION OF RETIREMENT BENEFITS.

- **EARLY RETIREMENT HEALTH BENEFITS ARE 55\10.**

### 3. HEALTH AND WELFARE PREMIUM CONTRIBUTIONS

- HEALTH AND WELFARE PREMIUM CONTRIBUTIONS FOR EMPLOYEES HIRED SINCE 2004 **WILL BE DISCONTINUED.**

### 4. WORK RULES

A. ALL NEW HIREES WILL ENTER THE PROMOTION TO CONDUCTOR CLASS IMMEDIATELY. TERMINATION FOR FAILING 3 TESTS WILL BE ELIMINATED.

B. CONDUCTORS WILL RECEIVE 60 MINUTES FOR PROVIDING OJT.

C. CONDUCTORS HOURLY RATE OF PAY SHALL BE \$34.55 EFFECTIVE UPON RATIFICATION.

D. 30% OF THE WEEKEND ASSIGNMENTS MAY BE UP TO 10 ½ HOURS.

E. EMPLOYEE WHO IS ANNULLED FOR ONE DAY BECAUSE OF HOLIDAY MAY ELECT TO TAKE AN SDV OR PERSONAL DAY. ?

- SDV'S OR P-DAYS WILL BE GRANTED ON HOLIDAYS.

#### F. EXTRA LISTS:

1. LIST EMPLOYEES CAN BE ASSIGNED TO NON-CREW BOOK ASSIGNMENTS ON A FIRST IN, FIRST OUT BASIS. NON CREWBOOK ASSIGNMENTS WILL BE NO LATER THAN THE RETURN TRIP OF THE LAST RUSH HOUR TRAIN.

2. MAINTAINING QUALIFICATIONS WITHIN 60 DAYS OF EXPIRATION.

3. EXTRA LIST POSITIONS WILL NOT BE ANNULLED ON HOLIDAYS.

4. WEEKLY HOLD DOWNS ON OPEN POSITIONS ON PASSENGER LIST.

5. CALL ORDER IS EXTRA LIST AND THEN RELIEF DAY LIST IN CREW BASE.

### 5. JOB GUARANTEE

- EXTENDED TO JUNE 15, 1998.

## **6. VACATIONS**

- VACATIONS WILL BE PICKED WITHOUT ANY BLACK OUT DATES. EMPLOYEES WILL PICK ALL BUT ONE WEEK IN THE FIRST ROUND AND THEN FINAL WEEK IN THE SECOND ROUND.

## **7. MEAL WINDOW**

- MEAL WINDOW IS THE SAME AS ENGINEER'S (4 - 6 1\2)

## **8. HAND HELD COMPUTERS**

- METRO-NORTH HAS THE AUTHORITY TO UTILIZE HAND HELD DEVICES WITHOUT ADDITIONAL COMPENSATION.

## **9. GRIEVANCE MEDIATION**

- MEDIATION FOR ATTENDANCE POLICY AND RETURN TO DUTY STATUS.

## **10. YANKEE STADIUM**

- SERVICE TO YANKEE STADIUM FROM ALL 3 LINES WILL NOT VIOLATE THE COLLECTIVE BARGAINING AGREEMENT.

## **11. AGREEMENT BOOKS**

- METRO-NORTH WILL UPDATE AND REVISE OUR AGREEMENT BOOKS TO INCORPORATE ALL NEW MEMORANDUM OF UNDERSTANDINGS AND SIDE LETTERS.



July 18, 2007

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

Dear Sir:

In order to resolve miscellaneous outstanding issues and to clearly define the parameters of actions that may generate a valid time claim or arbitrary payment, the following is hereby agreed to:

**1. Rule 12(e) - Relief Day Work**

Rule 12(e) shall be modified to allow an employee who is marked-up on the relief day list to miss four (4) successive calls before having his or her name removed from the Relief Day List.

**2. Rule 26 - Discipline and Investigation**

Rule 26 will be modified to allow more than one representative of the Organization to participate, for training purposes only, in investigations. The Hearing Officer shall have the discretion to limit such participation.

**3. Rule 23 - Jury Duty**

Employees required to report for jury duty **shall** be paid the earnings of their assignment.

**4. Rule 11 - Extra Board**

Employees called off the Extra board shall not be required to work a second assignment within a twenty-four hour period if they feel they are not rested sufficiently to competently perform their duties. There shall additionally be no penalty assessed against a conductor choosing not to report for his or her second assignment.

**5. Rule 37 – Meal Periods**

It is agreed that Yard assignments and MU Conductors will receive no meal payments.

**6. Rule 39 – Personal Leave**

Employees on the extra list who are permitted a personal leave day will be paid the earnings of the assignment they would have worked that day.