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Catherine A. Rinaldi
President

Metro-North Railroad

July 20, 2022

Mr. Patrick Howard
President, TWU Local 2001
25 Newbridge Road
Suite 208
Hicksville, NY 11801

Mr. Robert Cifarelli
President, TWU Local 2055
P.O. Box 9719
New Haven, CT 06536

Re: **Stipulation & Agreement between Metro-North Railroad and Transport Workers Union on Operational Support, Hiring and Critical Needs of Service**

Dear Sirs:

This Stipulation and Agreement (Agreement) is made between Metro-North Railroad (MNR) and the Transport Workers Union of America, Locals 2001 and 2055 (TWU or Organization) to resolve critical operational matters in the MNR Maintenance of Equipment Department and within the Carman craft.

The parties met outside of collective bargaining to review and discuss these issues with an exclusive objective to reach mutual agreement that would support MNR operations, improve efficiency and productivity, and both recruit and retain qualified Carmen to perform the critical mechanics' work on MNR's rolling stock equipment.

The parties recognize that resolution of these issues is in furtherance of important operational needs and to address severe shortages in the Carman and Coach Cleaning craft.

In lieu of progressing all current and future contractual grievances concerning this matter, the parties have discussed the critical operational needs and the Organization agreed to waive the restrictions for probationary Coach Cleaners to enter the Carman Training Program in July 2022. Thereafter, the terms of the agreement herein will apply.

As such, the parties agree to the following terms:

I. Carman Hiring

a. All provisions of the agreement will be amended to allow MNR to prospectively hire for the Carman craft external to the Coach Cleaning roster. There will be no contractual restrictions on MNR's ability to hire for Carman positions effective with the date of the agreement, except as limited by the one-year right for existing Coach Cleaners to exercise one final opportunity to be promoted to the Carman title that is stipulated below.

b. It is understood that this contractual modification does not limit nor prohibit a Coach Cleaner from applying for a craft transfer into the Carman craft, as with any other type of craft transfer.

II. Seniority Rights Waiver – Lump Sum Payment

a. Active Coach Cleaners as of the date of this agreement will be given an irrevocable option to permanently relinquish their seniority rights under existing Collective Bargaining Agreement provisions to bid for vacant Carman positions. Coach Cleaners who fully relinquish this right at the outset will be paid a lump sum payment in the amount of $6,000 net of mandatory deductions for federal, state, and Railroad Retirement taxes. It is understood that acceptance of this payment represents a forfeiture of seniority rights to the Carman craft.

b. Active Coach Cleaners as of the date of this agreement may pursue a one-time irrevocable option to retain limited prospective seniority rights and if this option is selected, the Coach Cleaners may only exercise such right one final time within a one-year period starting from the date of this agreement. Employees who exercise this right are subject to existing qualification criteria and must pass all screening requirements. These Coach Cleaners will be paid a lump sum payment in the amount of $2,000 net of mandatory deductions for federal, state, and Railroad Retirement taxes. It is understood that acceptance of this reduced payment represents a limited ability to exercise seniority to the Carman craft and ultimately, a forfeiture of such rights if not exercised within a one-year period.

c. "Active" is understood to mean employees who currently work in this position. Employees who are inactive will only be eligible for the payment if they have been out of work due to injury or illness within the last twelve (12) months from the date of this agreement and are scheduled to return within the next twelve (12) months. These employees will be notified of the options and provided a document to complete for their seniority rights waiver. It is also understood that employees who are dismissed and are pending appeal or arbitration are not eligible for the payment.

d. Active Coach Cleaners who fail to respond within the requested time limit or who fail to designate which irrevocable option of seniority rights relinquishment they select will not receive the lump sum payment.

III. Carman Lump Sum Payment

a. Active Carmen as of the date of this agreement will be paid a lump sum payment in the amount of $2,000 net of mandatory deductions for federal, state, and Railroad Retirement taxes. This payment represents additional consideration in the bargaining unit for the work rule exchange.

b. It is understood that current active Carmen as of the date of this agreement who subsequently relinquish Carmen seniority and exercise rights to a Coach Cleaning position are not eligible for the lump sum payments for Coach Cleaners set forth in Section II above. The payment represents a one-time, irrevocable and restricted option to those currently holding the respective titles as of the date of this agreement.

c. The same definition of "active" as set forth in Section II above will apply for the Carmen.

d. After the execution of the agreement, a limited application of MNR promotional policies will apply to current Carmen who have retained underlying seniority rights on the Coach Cleaning roster. Carmen as of the date of this agreement who elect to relinquish Carmen seniority and exercise rights to a Coach Cleaning position will have a period of twelve (12) months from the date of the agreement to place a bid to a vacant Carman position and establish new seniority on the Carmen roster so long as they meet the pre-award qualifications and maintain active QMP qualifications. If they do not meet these requirements, the employee must apply for a Carman position through the standard MNR Human Resources recruitment process.

IV. Carman Journeyman Definition

a. The parties shall establish a Journeymen definition for the Carman craft. The eligibility will reflect an aggregate total of at least four (4) years of experience performing mechanics' work, which shall be reflected and agreed upon under separate cover.

b. The parties agree to add a Journeyman wage progression for eligible Journeymen who enter the Carman craft after the date of this agreement. The wage progression will be as follows:

Years of Employment	Wage Rate Percentage
1st	80%
2nd	85%
3rd	100%

V. Waiver of One Hundred (100) Day Working Requirement in Retirement Year for Vacation

a. Employees who are eligible and elect to retire will not have to work the required one hundred (100) working days in order to earn their following year's vacation. It is understood that an employee must work at least one (1) day in the calendar year.

VI. Differentials

a. The existing differential rate for the welders will be increased to fifty cents (0.50) per hour, with existing definition and application.

b. The differentials will be made effective with the date of this Agreement.

VII. Mentoring Program

a. The parties will agree to establish a Carmen Mentoring Program, which will assist MNR and TWU-represented employees to train new hire Carmen to perform the duties and responsibilities of the craft in a safe and proficient manner. The Mentoring Program will also be in furtherance of 49 CFR 243, which requires on-the-job training and demonstrated abilities to perform safety sensitive work.

b. MNR will identify key locations and the number of Carman Mentor positions that will meet the hiring and training needs.

c. Carman Mentors will be mutually selected between MNR and the TWU from existing and willing Carmen, who will assist Carman trainees, oversee their performance of Carman duties and provide evaluations of their performance. Mentors must have exemplary work skills and disposition and must not have any discipline within the past 2 years. If MNR and the TWU cannot agree on the selection, MNR will make the final determination.

d. Carmen Mentors may be removed from the program for cause, including failure to provide quality instruction or as a result of a violation of the MNR Attendance Policy or disciplinary action.

e. In turn, Carmen Mentors will be compensated one (1) hour at the overtime rate of pay for each tour of duty that they serve as a Mentor with a Carman Trainee.

VIII. Meal Allowance

a. The meal allowance will be adjusted to $12 per meal, with existing eligibility requirements remaining in effect. This adjustment will be made effective with the date of this Agreement.

Please indicate your concurrence with the terms of this Agreement by signing below and returning to my attention.

Very truly yours,

Anita L. Miller

Anita Miller
MTA Chief Labor and Employee Relations Officer

On behalf of the TWU:

Patrick Howard
President
TWU Local 2001

7-25-2022
Date

Robert Cifarelli
President
TWU Local 2055

7-25-2022
Date