

**Attachment "A"**

**MTA Metro-North**

**Common Craft Proposal**

**1. Duration**

The Carrier proposes not less than a three (3)-year agreement commencing July 31, 2023 or the later date, if applicable. There shall be a moratorium on the service of Section 6 Notices until thirty (30) days prior to the end of the three (3)-year period.

**2. No Strike/Interest Arbitration**

The Organization shall not engage in any strike (primary or sympathy), picketing, slowdown, "work to rule," mass absenteeism, sick out or any other form of job action. The Organization further commits that in the event any such activity is taking place or about to take place it shall, when requested by the Carrier, issue written instructions to its membership to cease and desist. The parties further agree that in the event they are unable to reach agreement on any new collective bargaining agreement, they waive their respective rights to strike and lockout and shall consent and accept the proffer of binding arbitration made by the National Mediation Board to resolve all outstanding issues. Such arbitration shall be in accordance with the procedures specified under the Railway Labor Act.

**3. Health and Welfare**

- (a) Increase employee contribution toward the cost of Health and Welfare from 2% to 5%. Contributions will be on gross earnings.
- (b) When an employee becomes disabled and is unable to work, limit health benefit coverage paid for by the Carrier to a period of one (1) year from the first date of absence caused by the disability.
- (c) Employees who have been absent from work due to a non-work related disability will be evaluated for alternate employment at MNR after six (6) months continual absence from the last day worked. If not eligible, the employee will be administratively terminated after a total of twelve (12) months absence from the last day worked. Health benefits paid for by MNR will terminate upon administrative termination.

**4. Overtime**

- (a) Where not currently applicable, employees will not be paid at the overtime rate unless an employee has actually worked the full forty (40) straight-time hours of his/her regularly scheduled shifts in the workweek.
- (b) Where applicable double time payments will be eliminated. All overtime will be paid at the rate of time and one-half (1-½ x).
- (c) Where not currently applicable, a preference for overtime assignments on relief days will be given to employees who have worked their regular schedule the full five (5) workdays prior to the relief days.
- (d) Where not currently applicable, management, at its discretion, can restrict employees from working more than sixteen (16) consecutive hours.

**5. Pension Benefits**

For employees hired on or after full and final ratification of an agreement:

- (a) Increase vesting from five (5) to ten (10) years of service.
- (b) Employee contribution of 4% to be paid during an employee's entire career.
- (c) Minimum age of unreduced pension is sixty-two (62) with thirty (30) years of service.
- (d) Overtime earnings in excess of 15% of regular wages based upon a forty (40) hour work week shall not be included in the calculation of any retirement benefit, including, but not limited to, death benefits.

**6. Stabilization of Force (where applicable)**

In those agreements which contain a "Stabilization of Force" provisions, clarify that employees hired prior to January 1, 1998, whose job is abolished or who is bumped and unable to hold a job within his/her craft or class may be placed in any position, i.e. in any class or craft, within the railroad.

**7. Contracting Out of Work**

Amend all Collective Bargaining Agreements to allow Metro-North the ability to contract out any work at its sole and exclusive discretion.

In addition, the Carrier shall have the right to commingle work among different bargaining units internally or with bargaining units from other MTA agencies where the MTA/Metro-North is seeking to consolidate functions.

**8. Scheduling Work**

Any restrictions on management's ability to schedule work in the most efficient and cost-effective manner possible shall be eliminated, e.g. management to establish starting times for a regular tour of duty (i.e. am, pm or during nighttime hours), the number of tours worked each day, and, where applicable, the ability to schedule weekends as regular work days with weekdays as relief days.

**9. Medical Review Procedures**

(a) All provisions for Boards of Doctors are abolished.

The Panel Physician will resolve all medical disputes.

The parties shall pay the cost of the Panel Physician equally.

(b) Employees must furnish hard copies of all reports of diagnostic tests authorized by the Carrier's Medical Department or relied upon to justify use of sick leave (paid or unpaid) to the Carrier's Medical Department within five (5) days of the test.

**10. Sick Leave**

Strengthen the current sick leave control rules for those employees who during the previous calendar year utilized more than eight (8) sick days:

(a) Require medical certification for all sick instances of more than two (2) days.

(b) No sick pay for the first day of any sick leave occurrence.

(c) Employees will be required to submit the medical certification on the day that they return to work. Those who do not submit the appropriate documentation will not be paid for the sick leave. Any payments made will be recouped and the sick leave days placed back into the employee's bank.

**11. Grievance Procedure**

(a) All grievances and time claims must be filed within ten (10) calendar days of the alleged violation or they will be time-barred.

(b) All provisions that provide for automatic payment of claims (including those which require a two hour payment), if the Carrier fails to respond within time limits or provide a copy to the employee or union representative, will be abrogated. Failure of the Carrier to respond within time limits or provide a copy to the employee or union representative will automatically move the claim to the next step in the grievance procedure with no payments due the employee(s).

- (c) All grievances and time claims denied by the Carrier's highest designated official shall be deemed final except for those listed for arbitration within thirty (30) days of the denial.

**12. Discipline Grievance Procedure**

A new disciplinary grievance procedure as follows:

- (a) No disciplinary charge can be brought against an employee more than thirty (30) days after the employee's Department Head has had actual knowledge of the offense with the following exceptions:
  - i. Where the Department Head has ordered a preliminary statement of the facts, an initial investigation, the Carrier will have thirty (30) days upon completion of this initial investigation to serve the disciplinary charges.
  - ii. Where a civil action or criminal proceeding results from the offense, the disciplinary charge must be served within thirty (30) days from the final judgment in court.
- (b) The Carrier will schedule a trial hearing for a more formal investigation within forty (40) days of service of the disciplinary charges and will give the employee and the union a minimum of ten (10) days' notice. At the formal investigatory hearing, the employee shall be permitted to have present, a duly accredited representative (as the term is defined in the Agreement). The accused employee and/or his representative shall be permitted to question witnesses insofar as the interests of the accused employee are concerned, and can call witnesses to testify on his/her behalf. The employee shall make his/her own arrangements for the presence of his/her representative and witnesses at no expense to the Carrier.
- (c) A copy of the trial record shall be given to the employee and to his/her representative who accompanied the employee at the investigation hearing within sixty (60) days after completion of the trial.
- (d) The departmental representative shall issue a written determination concerning the disciplinary charges including what penalty, if any, is to be imposed within thirty (30) days after the date the trial record is sent to the union.
- (e) The employee or his representative shall have thirty (30) days to appeal the decision of the departmental representative to the highest designated officer of the Carrier for an appeal hearing. The hearing shall be scheduled within thirty (30) days of receipt of the appeal.
- (f) The highest designated officer of the Carrier shall issue a written decision to the employee and his/her representative within thirty (30) days of completion of the appeal hearing. The Carrier will have the right to impose any penalty after the decision is issued.

- (g) Within thirty (30) days after receipt of the decision of the highest designated officer of the Carrier, the employee or his/her representative will have the right to appeal the decision by written notice to the Carrier. The appeal will then be scheduled for a hearing before a Board of Adjustment or other arbitration procedure agreed upon by the parties in accord with the Railway Labor Act.
- (h) The Carrier shall have sole discretion in determining when to impose a pre-investigation hearing suspension.
- (i) At the discretion of the Carrier, a disciplinary suspension can be converted into a fine equal to 50% of the employee's regular salary for each day of suspension. The employee may be allowed to work and pay the fine. The employee's disciplinary record will only reflect the period of suspension and not make reference to the payment of the fine in lieu of suspension. An employee will not be eligible to work any overtime in a workweek in which he/she is working and paying a fine in lieu of suspension.
- (j) In the event after the service of the charges, either party does not meet the time limitations set forth herein; the remedy shall be that the other party can move the matter to the next step in the procedure upon written notice.
- (k) An employee, where applicable, shall not be paid when he/she attends his/her own trial if found guilty of the charge(s). Time away from his/her job site, e.g. traveling to and from his/her trial, shall not be paid.
- (l) Letters of warning/caution, suspension time assessed or any other penalty imposed or agreed upon by settlement will permanently remain on an employee's record during their employment with Metro-North.

**13. Headquarters**

Where applicable, restrictions on the Carrier's right to designate headquarters' locations shall be amended to allow the Carrier to designate the headquarters location with the ability to move a headquarters with eight (8) hours' notice. If a change in headquarters or work site will be for sixty (60) days or less, where applicable, there shall be no requirement to abolish and to advertise positions or allow bumping.

**14. Reassignment of Employees**

Employees who request and are granted intermittent FMLA may be reassigned from their bid positions to an alternate position within title.

**15. Employees Required to Utilize Accrued Leave**

- (a) Employees taking FMLA leave and/or sick leave for their own illness will be required, after exhausting all paid sick leave accruals, to utilize all other accrued leave balances prior to utilizing unpaid sick leave.
- (b) Employees taking FMLA leave for reasons other than their own illness/health condition will be required to utilize all accrued leave balances prior to taking unpaid leave. This provision does not change the requirement that sick leave benefits be used exclusively for the employees own illness and not to care for a sick family member.

**16. Training**

- (a) Where not currently applicable, Carrier will have the sole discretion to determine the length and content of all training.
- (b) Where not currently provided, Carrier, at its discretion will determine the tour of duty, days of the week and headquarters locations for all training assignments. The training assignment will become the employee's regular work assignment for the length of the training without the payment of penalties.
- (c) Where not currently applicable, trainees may be used productively in all craft work assignments.
- (d) In addition to any training which currently takes place on an employee's own time, Carrier will have the right to require up to sixteen (16) additional hours of home study and/or computer-based training classes per year to be performed outside of work hours at no cost to the Carrier.

**17. Meal Period /Penalties**

Restrictions on the scheduling of meal periods will be eliminated. Eliminate the penalty payment for a missed meal and eliminate meal payments when working overtime.

**18. Probationary Period**

A probationary period will be imposed for twelve (12) months after the employee has qualified for and begins performing the duties of the position. The 12-month period will automatically be extended, day-for-day, for any days in which the employee is not present at work for any reason during the twelve (12) month period. Where not currently applicable, management can extend unilaterally the probationary period an additional six (6) months, at its discretion, on a case-by-case basis, with ten (10) days written notice to the employee and the union.

**19. Jury Duty**

Where applicable, amend the agreement, so that an employee on Jury Duty shall receive no more than eight (8) hours pay at the straight time rate. No payments for overtime not worked and/or missed overtime opportunities (runarounds) shall be allowed.

**20. Extra Lists**

In those areas of the operation where extra lists do not currently exist, management can designate up to 20% of the positions in any craft as extra list positions with flexibility to establish and change hours of work, relief days and work locations within the extra list based on the needs of service. Extra list positions may fill in for employee absences and/or perform work as assigned.

**21. Lock-In After Bidding a Job**

Once an employee has been awarded a position through a bid, the employee can be required to remain in that position, at management's discretion, for a period of twelve (12) months before the employee can bid a new job in the same title unless released from the one-year lock-in by the Carrier. This would not apply to agreements that already have a predetermined lock-in period.

**22. Restricted Duty**

Employees who have been injured-on-duty may be assigned to restricted duty within the medical restrictions determined by the Medical Department without regard to class and craft, and can be given a preference for such positions prior to any employees with non-work related injuries or illnesses.

**23. Vacation Relief Positions**

Eliminate any restrictions concerning the use of vacation relief positions and to give management the right to determine the number of positions needed and the ability to change work hours, relief days and reporting locations based upon the needs of service.

**24. Vacation Pay**

Where not already applicable, weekly vacation pay to be calculated based upon forty (40) hours times the employee's regular hourly rate.

**25. Vacation and Personal Leave Days**

Reduce vacation and personal leave day accruals by one day at each level of the established progressions.

**26. Vacation and Sick Leave Accruals**

An employee will accrue vacation and sick leave on a monthly basis in one (1) calendar year to be posted for use in the next calendar year. The yearly allotment will be divided by twelve (12). This will become an employee's monthly accrual that will only be accrued if the employee works more than 50% of his/her regularly scheduled number of tours in that month. In any month in which the employee does not work this minimum period, the employee will not accrue vacation time or sick leave for that month.

**27. Holiday Pay**

Eliminate the current holiday pay provisions and substitute with the following:

- (a) An employee who works on a holiday that is his/her regular work day will be paid at the straight time rate of pay.
- (b) An employee who works a relief day that is also a holiday will be paid at the rate time and one-half.
- (c) With the exception of Train and Engine service, if a holiday falls during an employee's vacation period on a day when the employee is scheduled to work, the employee will receive holiday pay at the straight time rate for the holiday, and have his/her vacation extended by one day prior to returning to work. This provision will apply whether or not the employee's position is covered on the holiday.

**28. Part-time and Split-Shift Employment**

The Carrier will have the right to utilize part-time and split-shift employees in all crafts.

**29. Location of Forces**

- a. All references to the so-called "30 Mile Zone Rule" shall be eliminated from any agreement containing them.
- b. Any reference to "Headquarters", "Headquarters Point", "Location", etc., which limits the Carrier's right to assign forces as needed within the operating territory or which requires the Carrier to make any arbitrary or penalty payment as a result of exercising that right, shall be eliminated from all Agreements.



**30. Paid Meal and Meal Periods**

All provisions which require the Carrier to provide paid meals, paid meal periods, or allowances in lieu thereof shall be eliminated from the Agreements. The Carrier may change shift times to include an unpaid meal period. Restrictions on the hours when meal periods may be provided shall be eliminated from the Agreements.

**31. Absence without Permission**

An employee who is absent without the permission of management for more than five (5) calendar days shall be terminated with no right of appeal.

**32. Approval of Application**

In the event an employee is discovered to have provide materially false information on an employment application, the Company may terminate the employee without due process.

**33. Non-Discrimination Clause**

The Carrier will include a clause in all agreements pertaining to mandatory non-discrimination.

This clause (if not currently in place) will state the following:

- (a) The parties to this Agreement pledge to comply with Federal and State Laws dealing with non-discrimination towards any employee. This obligation to not discriminate in employment includes, but is not limited to placement, transfer, demotion, rates of pay or other forms of compensation, selection for training including apprenticeships, lay-offs and termination.
- (b) Wherever words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply.

**34. Reserved Rights**

The Carrier reserves the right to add to, delete from, or otherwise modify our demands in all of the Attachments at a later date.