

MEMORANDUM OF UNDERSTANDING

BETWEEN

MTA METRO-NORTH

And

TRANSPORTATION COMMUNICATIONS UNION/INTERNATIONAL

ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

Representing

All Clerical Workers

The parties hereby agree to the following amendments and changes to the Collective Bargaining Agreement for the period July 16, 2010, through January 15, 2017.

This Memorandum of Understanding is subject to ratification by the membership of the Transportation Communication Union/International Association of Machinists and Aerospace Workers and final approval by the Metropolitan Transportation Authority Board of Directors.

THIS AGREEMENT is made this 18th day of August, 2014, by and between Metro-North Commuter Railroad ("Metro-North") and the employees represented by the Transportation Communications Union/International Association of Machinists and Aerospace Workers.

ARTICLE I – GENERAL WAGE INCREASES

SECTION 1 – 2011 GENERAL WAGE INCREASE

Effective January 16, 2011, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on January 15, 2011 shall be increased by two percent (2%).

Effective July 16, 2011, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on July 15, 2011 shall be increased by one and one-half percent (1.5%).

SECTION 2 – 2012 GENERAL WAGE INCREASE

Effective January 16, 2012, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on January 15, 2012 shall be increased by one and one-half percent (1.5%).

Effective July 16, 2012, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on July 15, 2012 shall be increased by one and one-half percent (1.5%).

SECTION 3 – 2013 GENERAL WAGE INCREASE

Effective January 16, 2013, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on January 15, 2013 shall be increased by one and one-half percent (1.5%).

Effective July 16, 2013, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on July 15, 2013 shall be increased by one and one-half percent (1.5%).

SECTION 4 – 2014 GENERAL WAGE INCREASE

Effective January 16, 2014, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on January 15, 2014 shall be increased by one and one-half percent (1.5%).

Effective July 16, 2014, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on July 15, 2014 shall be increased by one and one-half percent (1.5%).

SECTION 5 - 2015 GENERAL WAGE INCREASE

Effective January 16, 2015, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on January 15, 2015 shall be increased by one and one-half percent (1.5%).

Effective July 16, 2015, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on July 15, 2015 shall be increased by one and one-half percent (1.5%).

SECTION 6 – 2016 GENERAL WAGE INCREASE

Effective January 16, 2016, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on January 15, 2016 shall be increased by one and one-half percent (1.5%).

SECTION 7 – ELIGIBILITY FOR WAGE INCREASES

The January 16, 2011, July 16, 2011, January 16, 2012, July 16, 2012, January 16, 2013, July 16, 2013, January 16, 2014, July 16, 2014 retroactive payments shall be granted only to current employees for service performed in 2010, 2011, 2012, 2013 and 2014, and on a prorated basis for employees who, during 2010, 2011, 2012, 2013 and 2014: 1) retired; 2) died; 3) resigned while having vested right to a pension under the MTA Defined Benefit Pension Plan; or 4) were dismissed and subsequently reinstated or rehired with seniority restored.

ARTICLE II – HEALTH AND WELFARE BENEFITS

The Health and Welfare Benefits Provisions of the applicable Collective Bargaining Agreements shall be amended as follows: all active employees covered by this Agreement shall on the first pay period on which the general wage increase above are implemented, contribute, on a pre-tax basis, two percent (2%) of their straight time earnings up to forty (40) hours per week to defray the cost of Health Benefits. The parties agree that the increased contribution shall not be payable on any retroactive amounts.

ARTICLE III – PENSION BENEFITS

All employees hired after full and final ratification of this Agreement shall continue member contributions for fifteen (15) years to the MTA Defined Benefit Pension Plan.

ARTICLE IV – WAGE PROGRESSION

There shall be amendments to each wage progression for all employees hired after full and final ratification of this Agreement as provided in Appendix A to this Agreement.

ARTICLE V – MORATORIUM

- (1) The Agreement shall be effective July 16, 2010 and shall remain in effect through January 15, 2017 and 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 August 15, 2016 (not to become effective before January 16, 2017) any notice or proposal for the purpose of changing agreements.

This Memorandum of Understanding is subject to ratification by the membership of the TCU/IAM and final approval by the Metropolitan Transportation Authority Board of Directors.

In Witness Whereof, the parties hereto sign their Agreement at 347 Madison Avenue, New York, NY this 18th day of August 2014.

**FOR TRANSPORTATION
COMMUNICATION UNION/
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**



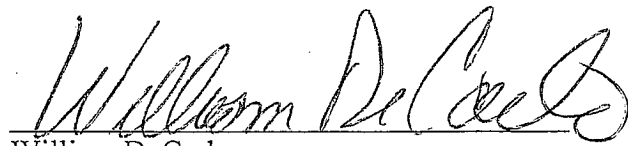
Arthur Maratea
National Vice President

**METROPOLITAN
TRANSPORTATION AUTHORITY**

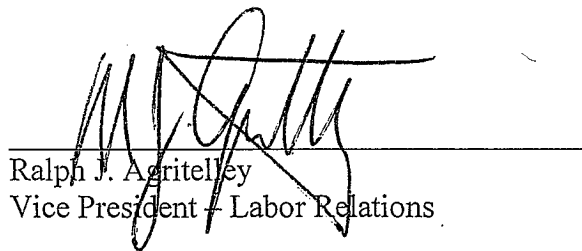


Anita Miller
Director - Labor Relations

METRO-NORTH RAILROAD



William DeCarlo
National Representative



Ralph J. Agritelley
Vice President - Labor Relations



Paul Constantinople
General Chairman



Andrew J. Paul
Director - Labor Relations



Metro-North Railroad

August 18, 2014

Mr. Arthur Maratea
National Vice President – TCU/IAM
424 West 33rd Street
Suite 270
New York, NY 10001

Dear Mr. Maratea:

This is to confirm our understanding reached during recently concluded collective bargaining sessions.

In the event the Carrier reaches subsequent agreements with other Unions, in the current round of bargaining, which provide for superior provisions on the below-described subjects, the Carrier will offer an option to the Transportation Communications Union/International Association of Machinists and Aerospace Workers for equivalent treatment on such matters.

The matters, which the option embraces, are as follows:

1. Wages
2. Pensions
3. Health and Welfare Benefits
4. Vacations, Holidays, Personal Leave or Sick Leave
5. Moratorium Date

As an illustration of the working of the above-described arrangement, in the event another Union trades a valuable work rule for equivalent dollars to be added to the settlement package, the Transportation Communications International Union will be offered the option of trading one of their valuable work rules for its equivalent value to purchase a similar benefit with no overall added cost to the Carrier.

Sincerely,


Ralph J. Agritelley
Vice President - Labor Relations



Metro-North Railroad

APPENDIX A

**TRANSPORTATION COMMUNICATION UNION/INTERNATIONAL
 ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS**

Current Wage Structure for All Titles		Wage Progression for New Employees Hired After 09/24/2014	
1 st	70%	1 st	70%
2 nd	75%	2 nd	70%
3 rd	80%	3 rd	75%
4 th	85%	4 th	80%
5 th	90%	5 th	85%
6 th	100%	6 th	85%
		7 th	90%
		8 th	100%

* For those crafts that have journeyman rates for those transferring/being hired into the craft the wage progression will be as follows:

Current Wage Structure		Wage Progression for New Employees Hired into the Craft After 09/24/2014	
1 st	80%	1 st	80%
2 nd	90%	2 nd	80%
3 rd	100%	3 rd	90%
		4 th	90%
		5 th	100%



Metro-North Railroad

August 18, 2014

Mr. Arthur Maratea
National Vice President
TCU/IAM
424 West 33rd Street, Suite 270
New York, NY 10001

Re: Metro-North Employees Working under the IT Agreement

Dear Mr. Maratea:

This letter confirms our understanding of how wage increases should apply to TCU/IAM members governed by the MNR IT Agreement. Such members are covered by the MNR IT Agreement effective March 5, 2013 and, under Rule 3a, from that date forward, will receive the general wage increases consistent with those negotiated for other Metro-North employees represented by TCU/IAM.

These employees will therefore start receiving general wage increases, as well as retroactive pay under the same qualifying conditions applicable to the MNR Clerical Unit, effective with the July 16, 2013 increase of 1.5%. Subsequent general wage increases should be given until such time as a superseding agreement under IT consolidation takes effect.

Please indicate your concurrence by signing below. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles Glasgow", written over a horizontal line.

Charles Glasgow
Deputy Director-Labor Relations
Metropolitan Transportation Authority

cc: A. Miller
R. Agritelley
S. Gellineau