



June 27, 2025

Mr. Daniel Tavares
General Chairman- IMAW
P.O. Box 1124
Attleboro, MA 02703

Re: Production Gang Seasonal Lock-In Agreement

Dear Mr. Tavares:

This letter reflects the agreement reached with Metro-North Railroad (“Carrier”) and the International Association of Machinists and Aerospace Workers (“Organization”) with respect to the establishment of a seasonal lock-in and associated work obligations for the Road Machinists in the New York Production Gang. This agreement is reached on a pilot basis for the 2025 production season to enhance productivity, efficiency and meet the needs of service in the Carrier’s Track Department. Accordingly, the parties have agreed to the following terms and conditions:

I. Seasonal Lock-In

- a. Effective for the 2025 Production Season, there shall be a seasonal lock-in requirement for the Production Gang (i.e. New York Tie Gang).
- b. There are two (2) Road Machinists who are assigned to support this Production Gang, and they shall be subject to a lock-in requirement for the duration of the season. During the lock-in, the two (2) Road Machinists are prohibited from exercising seniority to other positions outside of the Production Gang during the pilot program.
- c. The Carrier reserves the right to set the duration of the Production Gang(s) “*season*,” however, it is understood that the season and associated lock-in duration shall be at least two calendar (2) months of the year. Currently, the Carrier has scheduled the season to run from July 8, 2025 through August 31, 2025.
- d. The Carrier shall retain the right to extend the conclusion date of the season based on needs of service. Moreover, the Carrier shall provide written notice of the conclusion or extension of the seasons with at least five (5) calendar days advanced notification. Any extension shall be temporary only, not to exceed October 31, 2025.

- e. The two (2) Road Machinists who are subject to the seasonal lock-in in accordance with Section I herein shall receive a differential of twenty percent (20%) above the Machinist rate of pay, subject to wage progression rates, effective July 8, 2025.
- f. The schedule for the Production Gang shall be Tuesday through Saturday, with an eight (8) hour tour of duty. The tour of duty will be 7:30 a.m. to 4:00 p.m.
- g. For this pilot agreement only, Rule 2 and the related provisions of the parties' collective bargaining agreement regarding abolishment, advertisement and award of reorganized positions shall not be strictly applied when the new schedule is placed into effect. Instead, the parties have agreed to a special process for the Road Machinists assigned to the Production Gang to allow for limited exercise of seniority and any required job advertisement that will occur prior to the commencement of the lock-in. As such, the following terms shall apply:
 - i. The two (2) Road Machinists in the New York Production Gang shall remain as a cohesive unit and shall assume the new schedule and seasonal lock-in when the pilot agreement is placed into effect.
 - ii. After full execution of this agreement, there shall be a brief one-time opt-out period in which the two (2) current Road Machinists may bid to an advertised vacancy or make a displacement prior to the production season.
 - iii. The exercise of the opt-out must be complete no later than **June 30, 2025**. Employees who opt-out may place a bid to an alternate position in the bulletin or may displace a junior employee outside of the Production Gang by June 30, 2025. Employees who do not opt-out by June 30, 2025 shall be automatically subject to the seasonal lock-in beginning July 8, 2025.
 - iv. The positions vacated by employees who opt out of the lock-in shall be placed in a bulletin for other employees to exercise seniority. It is understood that all positions in the Production Gang must be filled by award or displacement by July 8, 2025. If unfilled, the Carrier retains the discretion to assign another Road Machinist to temporarily fill the position until it is permanently filled. The temporarily assigned employee shall be eligible for the lock-in differential.

II. Work Requirements and Obligations

- a. Road Machinists in the Production Gang shall be obligated to fulfill the working requirements and production obligations of the gang, including completion of all work assigned on a given workday, regardless of the scheduled ending time of the regularly assigned tour of duty. This provision is aimed at maximizing productivity and to ensure that the duties and responsibilities of the Production

Gang are completed on schedule. In other words, there is no assurance that employees in the seasonal Production Gang will be relieved of their duties and at the assigned headquarter location at 4:00 p.m. (i.e. "back on time")

- b. Furthermore, Road Machinists assigned to the Production Gang are expected to remain on duty beyond their scheduled tour of duty at the direction of Carrier management to complete production work. Road Machinists who are unable to consistently fulfill this obligation shall be disqualified from the Production Gang and unable to return to the gang for the remainder of the production season.
- c. There may be limited exceptions made to this workday requirement if a requests in advance to be released on time for the regularly scheduled 4:00 p.m. quit time. Requests should be made to Work Equipment management with at least forty-eight (48) hours' notice, unless extenuating circumstances prevent the Road Machinist from having advanced notice. It shall be at the discretion of Carrier management to approve such requests, which shall be based on the production work that day, employee availability and other relevant objective criteria. However, it is understood that relief from the working expectations of the seasonal lock-in and associated provisions will be the exception, not the rule. Road Machinists assigned to the Production Gang will only be afforded a maximum of three (3) approved early releases during the approximate eight (8) week season.
- d. Additionally, Road Machinists assigned to the Production Gang are expected to fulfill planned overtime designed for the seasonal Production Gang so that the full complement of the gang is available to perform the required work. Currently and subject to the Carrier's discretion, there will likely be planned overtime for the Production Gang aimed to maximize planned weekend track outages between Thursday evening through Saturday evening. As such, Road Machinists assigned to the Production Gang are also expected to accept the preponderance of this overtime scheduling as a component of the seasonal lock-in to maintain the Production Gang as a unit. It is understood that Road Machinists may only opt-out of this scheduled overtime up to a maximum of twenty-five percent (25%) of the occasions in which the assignments are canvassed by the Carrier each week.
- e. The terms reflected above are confirmed between the parties notwithstanding and without prejudice to the Carrier's position that the Carrier currently retains the managerial discretion to direct employees to remain on duty to complete assigned tasks in support of the needs of service.
- f. Lastly, based on the short-term duration of the lock-in season, the two (2) Road Machinists shall be limited to each taking a maximum of one (1) consecutive week of vacation leave during the lock-in period and at the lock-in differential rate of pay. Existing provisions and approval requirements for single day vacations and personal leave remain in full force and effect. Moreover, it is understood that the Road Machinists must not both be on vacation during the

Mr. Daniel Tavares

Re: Production Gang Seasonal Lock-In Pilot Agreement

June 27, 2025

Page 4

same work week to ensure support, consistency and a cohesive production unit during the season.

- g. If the Road Machinists previously scheduled more than one (1) consecutive week of vacation leave during the season (July 8, 2025 through August 31, 2025), and those two (2) weeks cannot be rescheduled for another time during the calendar year, the additional consecutive week(s) of vacation will not be paid with the twenty percent (20%) lock-in differential. The additional consecutive week(s) will be paid at the regular rate of pay in accordance with the parties' Collective Bargaining Agreement. The employee who temporarily fills the vacant Road Machinist position due to the additional week(s) of vacation will be paid the twenty percent (20%) lock-in differential. This lock-in rate exception shall not apply to any approved single day vacation leave.

III. Conclusion

- a. At the conclusion of the seasonal lock-in for 2025, the parties concur that the Production Gang Seasonal Lock-In Pilot Agreement shall sunset and the Production Gang shall be relieved of the terms of this agreement. The schedule will revert to the original tour of duty (Monday through Friday, with eight-hour tours) without abolishment and re-posting of positions. Moreover, if so reverted, Rule 2 shall not apply. The two (2) Road Machinists who own the lock-in positions during the season shall simply revert to the alternative schedule without abolishment, displacement, and re-advertisement requirements.
- b. This agreement shall be a pilot program for the 2025 Production Season. The parties shall meet to review and discuss the efficacy of the agreement, and the parties may agree to extend or reach a permanent agreement if the pilot program is deemed successful.

Please sign below and return a copy to my attention if the understanding stated above reflects the agreement reached with respect to this matter.

Very truly yours,



Kelli Coughlin
Senior Deputy Chief, Labor Relations – Railroad Operations

Mr. Daniel Tavares

Re: Production Gang Seasonal Lock-In Pilot Agreement

June 27, 2025

Page 5

On behalf of the IAM, I concur:



Daniel Tavares
General Chairman

6-27-25
Date