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Catherine A. Rinaldi
Interim President



Long Island Rail Road

May 1, 2023

Mr. Ricardo Sanchez, General Chairman
International Brotherhood of Electrical Workers – Local 589
38B Church Street
Patchogue, NY 11772

Re: Cab Signal Technician Agreement

Dear Mr. Sanchez:

This letter reflects the agreement reached between the Long Island Rail Road (“Carrier”) and the International Brotherhood of Electrical Workers (“Organization”) with respect to the establishment of a Cab Signal Technician, subject to the foregoing lock-in provisions, in Maintenance of Equipment. This safety-critical position will perform electrical work associated with both the Automatic Train Control (ATC) and Positive Train Control (PTC) systems on rolling stock equipment, including, but not limited to all Carrier-assigned tasks for regulatory periodic and other required inspections, repairs, troubleshooting, maintenance and certifications of the cab signal system (ATC and PTC) and its components. The parties’ mutual objective in establishing the Cab Signal Technician is to improve productivity and efficiency in the performance of this specialized technical work, increase availability of the required technical personnel, and adequately support the Carrier’s needs of service.

Accordingly, effective with the date that this agreement is fully executed, the following terms will apply:

I. Qualifications

- a. This letter agreement shall satisfy the requirements set forth in Rule 19 of the Collective Bargaining Agreement to jointly establish qualifications and associated examinations to demonstrate proficiency.
- b. It is understood and agreed that Electricians must be qualified to perform all assigned work on both ATC and PTC systems in order to be eligible to be awarded a Cab Signal Technician position. If an Electrician is awarded a Cab Signal Technician position by bid, they will be provided up to sixteen (16) hours of training and familiarization with the requirements to perform the certification work in order to demonstrate their proficiency. If unable to demonstrate proficiency thereafter, the Electrician will not be awarded the position and will revert to their former position.

The agencies of the MTA

MTA New York City Transit
MTA Long Island Rail Road

MTA Metro-North Railroad
MTA Bridges and Tunnels

MTA Construction & Development
MTA Bus Company

- c. By contrast, an employee must be fully qualified and have the ability to demonstrate proficiency on the first shift on duty if they are attempting to bump a Cab Signal Technician position.
- d. The Carrier reserves the right to disqualify a Cab Signal Technician from the position if they demonstrate an inability to properly perform the required tasks on these systems once awarded the position.

II. Advertisement of Positions

- a. Cab Signal Technician positions will be advertised in accordance with Rule 15 of the Agreement.
- b. The Carrier reserves the right to modify the number, location or tour of duty of Cab Signal Technicians to support the needs of service.
- c. Existing Cab Signal Technicians (subject to the forgoing lock-in) will be given first preference to a newly advertised Cab Signal Technician position on a different tour of duty or location. The lock-in period will run continuous if they do assume another Cab Signal Technician position. If no other Cab Signal Technician places bid to the new position, it will be advertised to all Electricians and awarded in accordance with the Agreement.

III. Lock-In Provisions

- a. Electricians who are awarded a Cab Signal Technician position will be subject to a lock-in period of eighteen (18) months from the date that they are awarded and begin working on the position. This lock-in provision shall also apply for an employee who exercises seniority (bumps) on to this position, for which the lock-in period will equally commence as of the date that they work on the position.
- b. A Cab Signal Technician may only be released from the lock-in for the following reasons:
 - i. The employee is awarded a higher-rated position or promoted to a supervisory position; or
 - ii. The employee requests to be released from the Cab Signal Technician position as a result of a demonstrated hardship as defined by the Family Medical Leave Act or other extraordinary circumstances. Employees must present their request to the Chief Mechanical Office or his/her designee. Such request, when verified as a hardship, shall be granted when a qualified employee is immediately available through the bid system and is eligible to

replace the Employee with the hardship. If the request is not verified or a replacement employee is not available, the request shall be denied.

- c. A Cab Signal Technician who is bumped by a senior qualified Electrician may bid or bump onto another Cab Signal Technician position. The lock-in period will run continuous if the employee assumes another Cab Signal Technician position.

IV. Rate of Pay

- a. The full (100%) rate of pay for the Cab Signal Technician will be \$42.454, with a night differential of \$1.772 per hour. This rate of pay is subject to all applicable wage progressions set forth in the Agreement.

V. Technical Work and Coverage Flexibility

- a. It is understood that the Carrier shall have the ability to assign any and all work associated with both the ATC and PTC systems on rolling stock equipment and related components, including support shop components, to the Cab Signal Technicians without restrictions or limitations. This will remain in effect with the implementation of any new technology relating to cab signal systems in the future. If such new technology is implemented, the parties will meet to review and discuss any potential impacts to the agreement.
- b. The Carrier shall have the ability to utilize an Electrician who does not own a Cab Signal Technician position and is not subject to the lock-in to perform the work that is regularly assigned to the Cab Signal Technician if coverage is needed to meet the needs of service. This flexibility will apply on either straight time (use of a regularly assigned Electrician) or overtime. If so used, the Electrician will be paid the Cab Signal Technician rate of pay.

VI. Modifications

- a. The Carrier and the Organization will meet after six (6) months from the date that the terms of this agreement are implemented to review the efficacy of the Cab Signal Technician position and to discuss any suggested modifications to achieve the parties' intended objectives. Modifications to this agreement will only be made by mutual agreement between the parties.

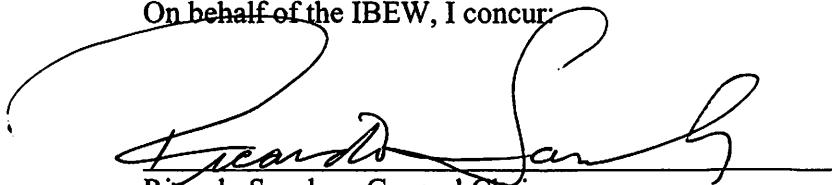
If the terms above reflect the understanding reached between the parties, please sign below and return a full executed copy to my attention.

Very truly yours,



Kelli Coughlin
Deputy Chief Labor Relations Officer

On behalf of the IBEW, I concur:



Ricardo Sanchez, General Chairman
International Brotherhood of Electrical Workers

5/2/2023
Date

cc: C. Daly, B. Jenkins, J. Miga, E. Rodriguez, C. Swicicki, J. McGrath, J. Mehm, T. Hessel-Andor, L. Martinez, S. O'Connor, L. Kane, J. Tinghino, A. Conway, J. Klein – IBEW