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Catherine A. Rinaldi
President

Metro-North Railroad

October 12, 2021

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: **Metro-North Wreck Gang**

Dear Sirs:

This letter reflects the agreement reached between Metro-North Railroad and the Transport Workers Union Local 2001 and Local 2055 regarding the Wreck Gang, based in North White Plains. The parties enter into this agreement in an effort to resolve issues with the Wreck Gang to support Metro-North operations, improve efficiency and productivity, and to attract and retain qualified employees. The parties recognize that this agreement was made in recognition of the fact that the Wreck Gang provides critical service for Metro-North during equipment derailments and other hazardous circumstances.

I. Recruitment

The parties understand that this agreement will supersede the previous Letter of Understanding dated April 3, 2007, which provided for the process of recruitment and staffing of the Wreck Gang.

a. The Carrier will continue to advertise all Wreck Gang positions internally under the parameters of Rule 2 of the collective bargaining agreement. If the internal bulletin process fails to produce any qualified candidates for the Wreck Gang vacancy or vacancies after two (2) weeks of bulletins, the Carrier may advertise and recruit externally.

b. All candidates to the Wreck Gang must possess the requisite skills, knowledge and abilities necessary to work a Wreck Gang position. The candidate or candidates must possess a commercial driver's license (CDL – Class B) or at the minimum possess a CDL permit and be able to obtain a CDL within one hundred-fifty (150) days from date of hire. The candidates must obtain the CDL license independently, without expense to the Carrier. In addition, internal candidates will be given the same consideration for the requirement to obtain a CDL license within one hundred-fifty (150) days from the date of the award. If a candidate fails to obtain the CDL License, the external candidate's

application for employment will be disapproved and the internal candidate will be disqualified.

c. All candidates must be qualified welders, and must be familiar with crane operations and have prior experience repairing, installing, or maintaining heavy equipment that is necessary for the Wreck Gang. Candidates will be subject to practical assessments on welding skills in order to demonstrate welding proficiency and qualification prior to being awarded or hired to a Wreck Gang vacancy.

d. Qualified candidates selected for the Wreck Gang will not be required to complete the formal Carman Training Program, but will be required to successfully complete railroad specific safety training and any additional training that is deemed appropriate at the discretion of the Carrier.

e. External candidates will attain seniority on the Carman Roster from their date of hire. Internal candidates, who are not already on the Carman Roster, will attain seniority from the date of the award.

f. The Wreck Gang positions will be considered Special Appointment Positions as defined by Rule 2-A-1(j) and are currently compensated at $37.80 per hour.

g. All candidates to the Wreck Gang will be subject to a lock-in period of three (3) years after the date of hire or the date of award, whichever is applicable. Wreck Gang employees subject to the aforementioned lock-in will not be permitted to voluntarily bid off of the position, and may only leave the positions covered by this agreement during the three (3) year time frame under the following circumstances:

    i. If an internal employee fails to qualify for the position after an adequate amount of training has been provided within the qualification period;
    ii. The position is abolished;
    iii. They obtain a promotion to a Foreman or non-agreement position;
    iv. A case of extreme hardship, subject to approval by the Chief Mechanical Officer, the Director of Labor Relations and the President of TWU Local 2001.

II. Differential Pay When Performing Wrecking Services

The parties understand the critical role and expertise needed for the Wreck Gang to support the needs of service during disruptions to our operations. In recognition of this, each Carman in the Wreck Gang will receive a per diem of $30 for each day that they perform

wrecking and recovery operation duties, including but not limited to derailments, and protect services for vehicles and machinery as required by the Carrier.

This per diem compensation will only be paid for actual days worked by a Wreck Gang employee in the above-referenced operations, and is limited to one payment per calendar day regardless of how many shifts an employee might cover.

III. Journeyman Definition and Wage Progression

1. The parties agree to establish a Journeyman definition and expedited wage progression that will apply prospectively to new hires into the Wreck Gang. A new hire candidate who meets one (1) or more of the criterion as enumerated below will qualify for the Journeyman wage progression:

    a. Four (4) years of full-time practical experience as a mechanic in the troubleshooting, repair, replacement and rebuilding of mechanical systems and equipment on automobiles, trucks, aircrafts or heavy equipment;

    b. Possession or completion of the following experience, apprenticeships or trade programs. When applicable, the candidate must have required full-time practical work experience as a mechanic accompanied thereto for a total of four (4) years. If additional time is spent in experience or classroom training beyond that reflected below, then the combination of experience or classroom training plus full-time experience as a mechanic must equal at least four (4) years total.

        i. Completion of a four (4) year accredited apprenticeship program as an automotive technician or heavy equipment repair operator;

        ii. One (1) year of full-time practical experience in welding, plus three (3) years of full-time experience performing mechanical work;

        iii. An accredited Trade or Vocational School Certificate in mechanical or equipment repair, of which completion requires at least one (1) year of classroom training, plus three (3) years of full-time experience as a mechanic.

    c. Possession of the following active certifications, plus three (3) years of full-time practical experience as a mechanic:

        i. American Welding Society (AWS);

ii. Automotive Service Excellence (ASE)

2. A new hire candidate must submit to Metro-North verifiable documentary proof of their qualifications (i.e. certificate, diploma, certification card, employment verification letter, etc.) in order to satisfy the above-referenced criteria. If the eligibility criteria is met with satisfaction, a new hire candidate will be entered into the wage progression set forth below:

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

3. An internal TWU-represented employee who is awarded a position in the Wreck Gang through the bulletin process and who meets eligibility criteria reflected above, will be given the same consideration towards Journeyman eligibility if they are currently at a step rate percentage below the Journeyman wage progression.

If the above reflects our understanding, please sign below and return an original copy to my office.

Very truly yours,

Andrew J. Paul

Andrew J. Paul
Vice President, Labor Relations

I concur:

Patrick Howard
President, TWU Local 2001

11-3-21
Date

Robert Cifarelli
President, TWU Local 2055

11-3-21
Date