

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE LONG ISLAND RAIL ROAD COMPANY  
(LIRR)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
(IBEW)

Representing:  
Electricians, Their Helpers And Apprentices

THIS AGREEMENT is made this 6th day of September 2017 by and between the Long Island Rail Road Company (hereinafter "LIRR" or the "Carrier") and the employees represented by the International Brotherhood of Electrical Workers ("IBEW" or the "Union"). The provisions of the existing collective bargaining agreements shall continue in effect unless specifically changed by the terms of this Memorandum of Understanding.

This Memorandum of Understanding is subject to ratification by the membership of the International Brotherhood of Electrical Workers and final approval by the Metropolitan Transportation Authority Board.

## **ARTICLE I – GENERAL WAGE INCREASES**

### **SECTION 1 – 2016 GENERAL WAGE INCREASE**

Effective December 16, 2016, the hourly and daily wage rates and annual salaries in effect on December 15, 2016 shall be increased by two and one-half percent (2.5%).

### **SECTION 2 – 2018 GENERAL WAGE INCREASES**

Effective January 16, 2018, the hourly and daily wage rates and annual salaries in effect on January 15, 2018 shall be increased by two and one-half percent (2.5%).

### **SECTION 3 – 2019 LUMP SUM INCREASE**

Effective February 16, 2019, The LIRR shall pay a one-time non-recurring lump sum payment of \$500.00 to each employee with no less than one-year of service.

### **SECTION 4 – RETROACTIVE WAGES**

The December 16, 2016, retroactive payments shall be granted only to current employees for service performed in 2016 and 2017, and on a prorated basis for employees who, during 2016 or 2017: 1) retired; 2) died; 3) resigned in good standing while having vested right to a pension under the Long Island Rail Road Pension Plans; or 4) were dismissed and subsequently reinstated or rehired with seniority restored.

## **ARTICLE II- HEALTH AND WELFARE**

1. Where both spouses and/or domestic partners are employed by the MTA and/or any of its agencies and covered by NYSHIP, only one employee will be eligible for a family health plan. The other employee will be eligible for an individual health plan. Should the spouse or domestic partner work for another MTA agency, the LIRR employee must take the individual health plan.

This same provision will apply with respect to pre Medicare eligible retirees and the pop-up paid to Medicare eligible retirees.

2. Effective June 1, 2017, employees will no longer be required to have a minimum of half of their potential sick leave bank at the time of voluntary separation or retirement in order to be eligible for the cash-out. The cash-out will not be paid to employees who resign and are not in good standing or to those who are discharged for cause.

### **ARTICLE III – PENSION BENEFITS**

Employees enrolled in Article 12 of the MTA Defined Benefit Pension Plan (Article 12) shall be subject to the following change:

1. The offset in computing retirement benefits when a retiree becomes Tier II eligible will be reduced from 100% of the Tier II amount to 90% of the Tier II amount.

### **ARTICLE IV – OTHER TERMS**

1. Disciplinary suspension, at the Carrier's discretion may be converted to a fine equal to twenty five percent (25%) of the employee's regular salary for each day of the suspension. The employee will be required to work and pay the fine. The employee's disciplinary record will only reflect the period of the suspension for the purposes of progressive discipline and will not reflect that a fine was paid in lieu of serving a suspension. Carrier will not be permitted to apply fines to work rule violations covered by the FRA or drug and alcohol violations under any authority.
2. Effective January 16, 2018, Night shift differential shall be increased by 5%.
3. Members of the bargaining unit may avail themselves of free passage on the NYCT system pursuant to a system to be developed by the Carrier and the NYCT Authority. Such privileges shall only be used by the employees covered by this agreement and may not be shared or transferred.

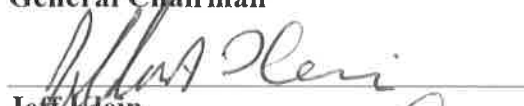
4. Unless otherwise specified above, all provisions of this Agreement shall become effective upon ratification by the Union membership and approval of the MTA Board. This Agreement shall continue in full force and effect from December 16, 2016 through April 16, 2019.
5. There shall be a moratorium on the service of notice pursuant to Section 6 of the Railway Labor Act until November 1, 2018, not to be effective before April 16, 2019.

IN WITNESS WHEREOF, THE PARTIES HERETO SIGN THIS AGREEMENT AT  
JAMAICA, NEW YORK, THIS 6TH DAY OF SEPTEMBER 2017.

For: International Brotherhood of  
Electrical Workers



Ricardo Sanchez  
General Chairman



Jeff Klein  
President

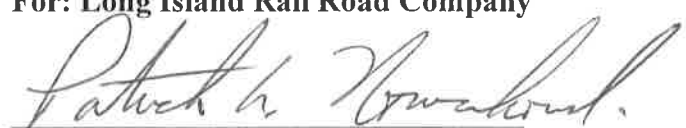


Thomas Loney  
Vice President



Steven Schmitt  
Financial Secretary

For: Long Island Rail Road Company



Patrick A. Nowakowski  
President



Michael D. Chirillo  
Vice President - Labor Relations



Christine Stanisich  
Director-Labor Relations (Negotiations)



September 6, 2017

Mr. Ricardo Sanchez, General Chairman  
International Brotherhood of Electrical Workers  
141 Waverly Avenue  
Patchogue, NY 11772

Dear Mr. Sanchez:

The Union acknowledges the historic financial commitment by the State to the MTA in the financing of the 2015-2019 Capital Plan. This Plan is the largest and most ambitious in history and will result in significant gains to the MTA's customers.

The Union pledges to cooperate in the prompt and efficient delivery of the Plan elements attributed to the Employer. The Employer pledges respect to the traditional role of force account labor in the efficient and prompt delivery of the Plan elements. Any disagreement between the Union and the Employer shall be promptly resolved by the President or his/her representative.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Chirillo", written over a horizontal line.

Michael D. Chirillo  
Vice President - Labor Relations

I Concur:

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

Ricardo Sanchez, General Chairman  
International Brotherhood of Electrical Workers

9/6/2017  
Date



## Long Island Rail Road

September 6, 2017

Mr. Ricardo Sanchez, General Chairman  
International Brotherhood of Electrical Workers  
141 Waverly Avenue  
Patchogue, NY 11772

Dear Mr. Sanchez:

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 International Brotherhood of Electrical Workers union 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 pattern wage settlement, the International Brotherhood of Electrical Workers union will be offered the option of trading one of their valuable work rules for its equivalent in wages.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Chirillo".

Michael D. Chirillo  
Vice President - Labor Relations



September 6, 2017

Mr. Ricardo Sanchez, General Chairman  
International Brotherhood of Electrical Workers  
141 Waverly Avenue  
Patchogue, NY 11772

Dear Mr. Sanchez:

The parties agree to form a committee with representatives of the IBEW and Carrier to investigate and discuss changes to the apprentice program to make it more in-line with the apprentice programs used in the building trades. The program would include both on-the-job and classroom instruction designed to train employees to become fully qualified journeymen Electricians. The program would require employees to work in shops, yards and other Carrier locations during the day and attend mandatory non-compensated training at night. The committee would report their findings and recommendations back to the Carrier and the Organization.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Chirillo", written over a horizontal line.

Michael D. Chirillo  
Vice President - Labor Relations

I Concur:

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

Ricardo Sanchez, General Chairman  
International Brotherhood of Electrical Workers

9/6/2017  
Date





September 6, 2017

Mr. Ricardo Sanchez, General Chairman  
International Brotherhood of Electrical Workers  
141 Waverly Avenue  
Patchogue, NY 11772

Dear Mr. Sanchez:

The parties agree to form a committee with representatives of the IBEW and Carrier to investigate and discuss improvements to the neutral doctor/panel of doctor provisions of the Controlling Agreement. The parties agree to meet and find solutions to improve and streamline the process with the intent to assure swift and professional results.

Sincerely,

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

Michael D. Chirillo  
Vice President - Labor Relations

I Concur:

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

Ricardo Sanchez, General Chairman  
International Brotherhood of Electrical Workers

9/6/2017  
Date



September 6, 2017

Mr. Ricardo Sanchez, General Chairman  
International Brotherhood of Electrical Workers  
141 Waverly Avenue  
Patchogue, NY 11772

Dear Mr. Sanchez:

So there is no misunderstanding, the Capital Plan side letter we signed September 6, 2017, included as part of this round of bargaining does not abrogate your right to progress a grievance in accordance with the Controlling Agreement resulting from an unresolved Capital Plan matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Chirillo", with a stylized, cursive script.

Michael D. Chirillo  
Vice President - Labor Relations



September 6, 2017

Mr. Ricardo Sanchez, General Chairman  
International Brotherhood of Electrical Workers  
141 Waverly Avenue  
Patchogue, NY 11772

Dear Mr. Sanchez:

In response to your questions regarding the application of the proposed fines in lieu of suspensions first let me state that the Carrier will not be changing the standard and customary length of suspensions because of the introduction of fines in lieu of suspensions. Second, a fine in lieu of suspension may be offered to an employee as part of a trial waiver. An employee is under no obligation to accept such offer and may proceed to trial in the same manner an employee has the contractual right to do today.

I hope this answers all your concerns regarding this initiative.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Chirillo", written over a horizontal line.

Michael D. Chirillo  
Vice President - Labor Relations

AGREEMENT BETWEEN  
THE LONG ISLAND RAIL ROAD COMPANY  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

For the purposes of establishing a Special Adjustment Board, under Section 3, Second, of the Railway Labor Act,

**IT IS AGREED:**

1. There shall be established a Special Board of Adjustment, which shall be known as the Long Island Rail Road Company- International Brotherhood of Electrical Workers, Special Adjustment Board, hereinafter referred to as the "Board."
2. The Board shall have jurisdiction over the disputes listed in Attachment "A." No other claims or grievances shall be submitted to the Board except by mutual consent of the Parties to this Agreement. No more than two disputes will be assigned to this Board on an annual basis beginning January 1st. Each party to this agreement may list one case to the Board each year.
3. The Board shall consist of three members, to wit:
  - (a) The "Carrier Member," to be appointed by the Carrier, shall be Marilyn Kustoff, Director-Labor Relations (Administration):
  - (b) The "Employee Member," to be appointed by the Organization, shall be Ricardo Sanchez, General Chairman:
  - (c) The "Chairperson and Neutral Member," selected by the parties and appointed by the National Mediation Board.

In the event of a permanent or temporary vacancy on the Board with respect to either party member or the Neutral Member, the vacancy shall be filled in the same manner as the original selection.

4. The compensation and expenses of the Carrier Member shall be borne by the Carrier. The compensation and expenses of the Organization Member shall be borne by the Organization. The


compensation and expenses of the Neutral Member shall be borne equally by the Carrier and the Organization.

5. The Board shall meet at mutually agreed upon times and places until all matters submitted to the Board are disposed of.
6. The Board shall not have jurisdiction of disputes growing out of requests for changes in rates of pay, rules, and working conditions, and shall not have authority to change existing agreements governing rates of pay, rules and working conditions, and shall not have the right to write new rules.
7. The Board shall hold hearings on each claim or grievance submitted to it. Due notice of such hearings shall be given the Parties. At such hearings, the Parties may be heard in person, by counsel, or by other representatives, as they may elect. The Parties may present, either orally or in writing, statements of fact, supporting evidence and data and argument of their position with respect to each case being considered by the Board. The Board shall have authority to require the production of such additional evidence either oral or written, as it may desire from either party.
8. The Board shall make findings and render an award within thirty (30) days after the close of hearing of each claim or grievance with the exception of cases that may be withdrawn. No case may be withdrawn after hearing has begun except by mutual consent of the Parties. Findings and award shall be in writing and copy shall be furnished the respective Parties to the dispute. The rendition of such awards shall be in accordance with the provisions of Section 3, First and Second, of the Railway Labor Act; they shall be final and binding upon both Parties to the dispute; and they shall have the same force and effect as awards of the National Railroad Adjustment Board subject to the provisions of judicial review thereof. If in favor of the Petitioner, such award or awards shall direct the other party to comply therewith on or before a day named.

9. Each member of the Board shall have one vote, and a majority of the Board shall be competent to render an award or make such other rulings and decisions as may be necessary to carry out the functions of the Board. In case a dispute arises involving the interpretation of an award, the Board upon request of either Party, will reconvene and interpret the award in light of the dispute.
10. The Board hereby established shall continue in existence for a period of no more than three years, after which it will cease to exist except for interpretation of its awards as provided in Paragraph 9, above or is extended by mutual agreement.
11. The Organization and the Carrier may, from time to time, make a substitution or change in its representative on the Board. Whenever during the proceedings of the Board one of the partisan members becomes incapacitated by reasons of illness or otherwise, the Employee or the Carrier, as the case may be, may appoint a substitute. It is further understood that upon recovery and availability of the member for whom substitution was made, he/she may return to the position held by him/her on the Board; and, if it be necessary to make a substitution in Executive Session from time to time in order to have present in the Executive Session, for the purpose of the Executive Session, a member who sat at the time the testimony was taken in case, this may be done.
12. The time limits provided in the Agreement may be extended by mutual agreement.

Signed at Jamaica, New York, this 6<sup>th</sup> day of September, 2017.


**For the Organization:**



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Ricardo Sanchez, General Chairman  
International Brotherhood of Electrical Workers

**For the Carrier:**



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Michael D. Chirillo, Vice President,  
Labor Relations, Long Island Rail Road