



Via Electronic Delivery

May 13, 2026

Kelli N. Coughlin
Senior Deputy Chief Labor Relations – Railroad Operations
The Long Island Rail Road Company
93-02 Sutphin Boulevard
Jamaica Station Building – Mail Code 1125
Jamaica, NY 11435

Re: Employment Obligations While in Probationary Status Memorandum Dated May 12, 2026

Dear Ms. Coughlin,

The Long Island Rail Road Bargaining Coalition (“LIRRBC”) writes in response to the memorandum issued by the Carrier on May 12, 2026, entitled “Employment Obligations While in Probationary Status.”

The memorandum states that probationary employees “are required to report to work, regardless of the Union’s strike,” and further threatens that “[f]ailure to do so may result in your termination.” The Coalition objects to this directive in the strongest possible terms because it unlawfully interferes with protected rights guaranteed under the Railway Labor Act (“RLA”). The memorandum provides no lawful basis or rationale to support such actions.

Specifically, Section 2, Fourth of the RLA prohibits carriers from interfering with, coercing, or retaliating against employees for engaging in protected collective activity, including participation in a lawful strike following exhaustion of the RLA procedures. Courts interpreting the RLA have consistently held that carriers may not discharge employees or abolish their positions in retaliation for participation in a lawful economic strike. See *Eastern Air Lines, Inc. v. Air Line Pilots Ass'n International*, 920 F.2d 722, 725 (11th Cir. 1990); *Air Line Pilots Ass'n v. United Air Lines, Inc.*, 614 F. Supp. 1020, 1041 (N.D. Ill. 1985); *National Airlines, Inc. v. International Ass'n of Machinists & Aerospace Workers*, 416 F.2d 998 (5th Cir. 1969).

Your memorandum attempts to create a distinction between probationary employees and other employees under the RLA; yet, no such distinction exists. Probationary status is


merely a contractual classification and does not diminish or eliminate statutory protections afforded to employees under the RLA. So long as an individual is an "employee" within the meaning of the RLA—and probationary engineers, trainees, and other probationary bargaining unit members plainly are—they are protected from retaliatory discharge for participating in lawful strike activity.

The Carrier's attempt to threaten probationary employees with termination for exercising federally protected rights constitutes unlawful coercion and interference under Section 2, Fourth. Such conduct is especially troubling given the inherently vulnerable status of probationary employees and the obvious chilling effect the memorandum is intended to produce. If you are asserting a lawful basis for taking such action, please provide it to us.

Accordingly, the LIRRBC rejects the assertions contained in the memorandum and will vigorously defend our members' rights.. The Coalition further maintains that any return-to-work agreement arising from this dispute must expressly provide that the Carrier will comply with its legal obligations and respect the rights of employees, which includes returning to service all probationary employees who participate in lawful strike activity without discipline, retaliation, or termination arising out of their participation in the strike.

The Coalition reserves all rights under the RLA and all other applicable laws.

Sincerely,



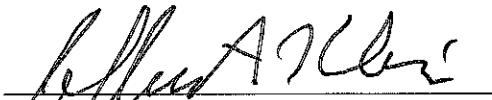
Gilman Lang, General Chairman



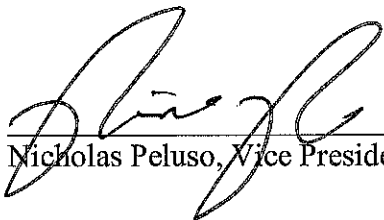
Michael Sullivan, General Chairman



Shaun O'Connor, General Chairman



Jeffrey Klein, General Chairman



Nicholas Peluso, Vice President