

BEFORE THE SURFACE TRANSPORTATION BOARD

311178

Daniel T. White,
Petitioner,

v.

Kansas City Southern Railway Company,
The Texas Mexican Railway Company, and
Canadian Pacific Kansas City Limited,
Respondents.

STB Finance Docket No. 34342

ENTERED

Office of Chief Counsel

April 21, 2026

**Part of
Public Record**

EMERGENCY MOTION FOR STAY AND INTERIM RELIEF

I. INTRODUCTION

Petitioner respectfully moves the Surface Transportation Board for an immediate stay, or in the alternative a temporary stay, of implementation of the April 1, 2026 arbitration award issued by Neutral Michael D. Phillips pursuant to New York Dock conditions. As set forth more fully in the accompanying Petition for Review and/or Declaratory Order, the arbitration award authorizes the elimination of the Texas Mexican Railway ("Tex-Mex") collective bargaining agreement and the imposition of a materially different agreement. That action exceeds the lawful scope of New York Dock authority and directly conflicts with the conditions upon which the Board approved the underlying transaction in STB Finance Docket No. 34342. Absent immediate relief, the Carrier will implement structural changes to agreements, seniority systems, and working conditions that cannot be readily undone, thereby rendering any subsequent Board review ineffective and depriving the Board of its ability to provide meaningful relief.

II. BACKGROUND (SUMMARY)

Petitioner is a locomotive engineer employed on the former Tex-Mex property and is directly and adversely affected by the arbitration award. The award purports to authorize:

- Elimination of the Tex-Mex agreement
- Imposition of the MidSouth agreement
- Consolidation of seniority systems
- Reconfiguration of assignments and working conditions

These actions go beyond implementation of a transaction and instead effectuate a fundamental restructuring of the governing labor and operational framework. The Board approved the underlying transaction based on representations that existing agreements would remain in force and that Tex-Mex's operational structure would not be fundamentally altered except through negotiation. The arbitration award authorizes precisely the type of structural change that the Board was assured would not occur.

III. ARGUMENT

A. Petitioner Is Likely to Succeed on the Merits

Petitioner has raised substantial and non-frivolous questions regarding the legality of the arbitration award. Under *New York Dock Railway—Control—Brooklyn Eastern District Terminal*, 360 I.C.C. 60 (1979), arbitration authority is limited to changes that are necessary to effect the approved transaction. The award does not demonstrate that elimination of the Tex-Mex agreement is necessary to effectuate the transaction approved in Docket No. 34342. Instead, the award authorizes wholesale replacement of an existing agreement and restructuring of labor

systems—actions that exceed the permissible scope of New York Dock implementation authority. Additionally, the award conflicts with binding representations relied upon by the Board in approving the transaction, including that existing agreements would remain in force and that Tex-Mex's structure would be preserved. An implementing mechanism cannot be used to nullify those conditions. These issues go to the core limits of New York Dock authority and the enforceability of Board-imposed conditions, and therefore present substantial questions warranting interim relief.

B. Petitioner Will Suffer Irreparable Harm Absent a Stay

Absent a stay, Petitioner and similarly situated employees will suffer immediate and irreparable harm. Implementation of the arbitration award will result in:

- Alteration or elimination of seniority rights
- Changes to assignments and job structures
- Replacement of governing contractual protections
- Disruption of established working conditions

These harms are not easily reversible. Once seniority systems are merged and assignments are restructured, restoring the prior status quo becomes difficult or impossible in practical terms. Once implemented, these structural changes will create a new operational and contractual baseline, making restoration of the prior status quo impracticable and, in effect, rendering subsequent Board review ineffectual. Accordingly, allowing implementation to proceed would effectively moot the relief sought in the underlying petition.

C. The Balance of Harms Favors a Stay

The balance of harms weighs strongly in favor of maintaining the status quo. A stay would preserve existing agreements and operational structures while the Board evaluates the legality of the award. By contrast, allowing implementation to proceed would impose immediate and potentially irreversible changes on employees. Any inconvenience to the Carrier from maintaining the current structure during the pendency of review is minimal compared to the substantial and lasting harm that employees would face if implementation proceeds.

D. A Stay Serves the Public Interest

The public interest favors a stay. The Board's authority depends upon the integrity of its approval process and the enforceability of conditions upon which transactions are approved. Allowing implementation of actions that may exceed those conditions risks undermining that framework. Additionally, ensuring that New York Dock procedures are applied within their lawful limits promotes consistency, fairness, and confidence in the regulatory process. Maintaining the status quo pending review serves these interests.

IV. REQUEST FOR RELIEF

1. Issue an immediate stay, or in the alternative a temporary stay, of implementation of the April 1, 2026 arbitration award pending full Board review;
2. Maintain the status quo, including the continued application of the Tex-Mex collective bargaining agreement and existing operational structure, during the pendency of the Board's review; and
3. Grant such other and further relief as the Board deems just and proper.

Respectfully submitted,



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CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of April, 2026, a true and correct copy of the foregoing Petition for Review and/or Declaratory Order, together with the accompanying Emergency Motion for Stay and Request for Waiver of Filing Fee, was served upon all parties of record in STB Finance Docket No. 34342, including successor entities and counsel for Respondents, to the extent known and reasonably ascertainable, by United States mail, properly addressed, postage prepaid, and by electronic mail where addresses were available.

Service was directed to the following, among others:

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