

ENTERED
Office of Chief Counsel
May 4, 2026
Part of
Public Record

BEFORE THE SURFACE TRANSPORTATION BOARD

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

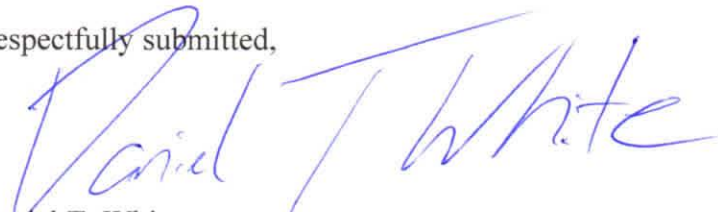
SUBMISSION OF ARBITRATION AWARD

Petitioner Daniel T. White, proceeding pro se, hereby submits, pursuant to the Surface Transportation Board's Decision served May 1, 2026, a complete copy of the arbitration award referenced in his previously filed Emergency Motion for Stay and Interim Relief and Petition for Review and/or Declaratory Order.

The arbitration award, dated April 1, 2026, was issued by Neutral Michael D. Phillips under Article I, Section 4 of the New York Dock conditions. The award is attached hereto and is submitted in full compliance with the Board's Decision served May 1, 2026. The arbitration award does not contain confidential information requiring filing under seal.

The attached copies of Petitioner's Emergency Motion for Stay and Interim Relief and Petition for Review and/or Declaratory Order are the official versions filed with the Board on April 24, 2026.

Respectfully submitted,



Daniel T. White
Locomotive Engineer
1926 Red Cedar Trail
Rosenberg, TX 77471
dtwhite73@protonmail.com
713-410-5750
Dated: May 4, 2026

CERTIFICATE OF SERVICE

I hereby certify that on this May 4, 2026, I served a true and correct copy of this Submission of Arbitration Award, together with the arbitration award dated April 1, 2026, the Surface Transportation Board's Decision served May 1, 2026, Petitioner's Emergency Motion for Stay and Interim Relief (filed April 24, 2026), and Petitioner's Petition for Review and/or Declaratory Order (filed April 24, 2026), upon all parties to the arbitration proceeding referenced in the April filings, including all Respondents and their counsel of record, by electronic mail as authorized, and by prior certified mail service as applicable. Service was directed to all known and

reasonably ascertainable parties and representatives associated with the arbitration and this proceeding, including counsel for Canadian Pacific Kansas City and its operating subsidiaries, and I hereby certify to the Board that such service has been completed in accordance with the Board's Decision served May 1, 2026.

Service was directed to:

Charles W. Webster
Senior Counsel – US Regulatory
Canadian Pacific Kansas City
Charles.Webster@cpkcr.com

For completeness, the April filings were previously served via certified mail on April 21, 2026 on the parties identified in those filings.

Daniel T. White

ARBITRATION PURSUANT TO
ARTICLE I, SECTION 4 OF THE NEW YORK DOCK PROTECTIVE CONDITIONS

PARTIES	)	BROTHERHOOD OF LOCOMOTIVE
	)	ENGINEERS AND TRAINMEN
	)	
TO	)	AND
	)	
DISPUTE	)	CANADIAN PACIFIC KANSAS CITY RAILWAY
	)	

Michael D. Phillips, Arbitrator

Background:

In Finance Docket No. 32167, the Interstate Commerce Commission approved the acquisition by Kansas City Southern Industries, Inc. of common control of Kansas City Southern Railway Company (“KCS”), MidSouth Rail Corporation (“MidSouth”), MidLouisiana Rail Corporation (“MidLouisiana”), SouthRail Corporation (“South Rail”), and TennRail Corporation (“TennRail”). That approval, rendered in a decision served June 4, 1993, was subject to the employee protective conditions described in New York Dock Railway – Control – Brooklyn Eastern Dist., 360 I.C.C. 60 (1979) (“*New York Dock*”). MidLouisiana, SouthRail, and TennRail have since been merged into KCS. At the time of the ICC decision, the Louisiana & Arkansas Railway (“L&A”) was controlled by KCSR, but it also has been merged into KCS.

In Finance Docket No. 34342, the Interstate Commerce Commission also approved control by KCS of the Texas Mexican Railway Company (Tex-Mex), finding that the transaction was a “minor” transaction. That approval, rendered in a decision served November 29, 2004, likewise imposed the *New York Dock* protective conditions.

In 2023, KCSR merged with Canadian Pacific Railway, forming a combined system known as Canadian Pacific Kansas City Railway (“CPKC” or “Carrier”). The locomotive engineer

workforces on the former KCS, L&A, MidSouth and Tex-Mex properties are represented by the Brotherhood of Locomotive Engineers and Trainmen (“BLET” or “Organization”). The Organization also represents trainmen on the Tex-Mex property.

On February 19, 2025, the Carrier served a notice to the BLET General Chairmen, in accordance with Article I, Section 4 of *New York Dock*, to coordinate and merge the entirety of the properties, train operations, and associated engineer workforces of the former KCS, MidSouth and Tex-Mex properties. The parties progressed the matter of the KCS and MidSouth combination to arbitration before this neutral, with the Tex-Mex property not being involved. An award dated January 16, 2026, provided the Carrier authority to consolidate train operations and engineer workforces of the former KCS and MidSouth under the MidSouth collective bargaining agreement. Another award dated March 2, 2026, (Ref. Tener), provided for a similar consolidation of trainmen forces.

After those awards were issued, the Carrier submitted a proposed implementing agreement to consolidate train operations and transportation assets of the Tex-Mex property under the MidSouth collective bargaining agreement. Among other things, the notice stated that the consolidation was necessary to achieve the benefits of common control approved by the ICC, and to decrease congestion and promote more efficient movement of rail traffic in what would be known as the Consolidated Southern Region (CSR). The Organization rejected that proposal, and it submitted a counterproposal which would provide for retention of the Tex-Mex agreement unless specifically modified in certain respects.

The parties agreed on the selection of this arbitrator to handle the dispute, and a virtual hearing was held on March 25, 2026. Both parties submitted comprehensive briefs and supporting documents prior to the hearing, and during the hearing both parties were capably represented by experienced advocates. The following constitutes the Arbitration Award resolving the parties’ dispute.

Statement of Issues:

The issues formulated by the Carrier are as follows:

1. Does the Implementing Agreement proposed by the Carrier provide an appropriate basis for the selection and assignment of forces made necessary by the transaction described in the Carrier's *New York Dock* Article I, Section 4 notice of February 19, 2025?
2. If the answer to the above question is no, what is the appropriate basis for selection and assignment of forces?

The issues formulated by the Organization are as follows:

1. Whether the Carrier's Notice is jurisdictionally defective because it relies on Finance Docket No. 34342 as authority to replace the Tex-Mex agreement structure with the MidSouth Agreement, even though the 34342 record described the KCS/TM transaction as separate and limited and it recognized that existing Tex-Mex agreements would remain in force.
2. Whether the Carrier has satisfied the strict nexus and necessity requirement under Article I, Section 4 of New York Dock for the elimination or modification of Tex-Mex guaranteed extra boards, single day vacation rights, personal leave day rights, held-away protections, Road Switcher protections, seniority protections, and other bargained-for terms.
3. Whether, even if some implementing agreement is permissible, any such implementing agreement must be limited to necessary operational changes under the existing Tex-Mex agreement structure, rather than the Carrier's proposed replacement of Tex-Mex with MidSouth.

The Organization further submits that once those threshold questions are answered, the Board should remand the matter to the parties to negotiate a lawful implementing agreement consistent

with the Tex-Mex agreements, with the Board retaining jurisdiction in the event the parties are not able to reach a voluntary implementing agreement.

Positions of the Parties:

The Carrier first states that the planned consolidation of train operations is an exercise of authority conferred in the ICC's control order, and that it was properly undertaken pursuant to *New York Dock*, Article I, Section 4. It points to portions of the control order which recognized that the coordination would "provide seamless, efficient, and competitive rail service in all of North America," and it asserts that the planned consolidation of train operations will promote precisely such efficiencies in operations and improved rail service. The Carrier also notes that the control order acknowledges that the *New York Dock* procedures would be used to carry out future operating changes.

The Carrier states that there is nothing unusual about its plan to conduct operations under a single set of work rules with a unified work force. It states that it is well understood that to achieve the public benefits made possible by consolidation of train operations, it is nearly always necessary to provide for the application of a single labor agreement to govern the consolidated operations. The Carrier cites prior ICC decisions and court cases which have found appropriate implementing agreements providing that employees would be placed onto a consolidated roster, subject to a single labor agreement, when a carrier consolidates train operations of separate properties under its common control.

The Carrier asserts that the passage of time does not restrict it from making the proposed changes. It states that the issue of a time limit has been raised in prior cases, but that the ICC has held that the initial approval of a merger or control extends to subsequent transactions that fulfill the purposes of the principal transaction. The Carrier avers that passage of time alone is a settled issue where there is a nexus between the proposed changes and the initially approved transaction, and it submits that the record here confirms there is a direct connection between the proposed operational changes and the transaction approved by the ICC in the control order.

The Carrier maintains that its proposed implementing agreement is an appropriate basis for the selection and rearrangement of forces for the planned consolidation of train operations and transportation assets. It states that the proposed agreement specifies the employees who will be selected for the consolidated operations, and that they will be dovetailed onto a new consolidated seniority roster for each Zone therein based on their earliest engineer seniority date. The Carrier states that the agreement specifies the collective bargaining agreement that will apply, and that the employees will be governed by the MidSouth agreement. It adds that the availability of compensatory benefits for individual employees, in accordance with the protective conditions, is assured.

The Carrier asserts that this is a standard, fair, and appropriate method for the selection and assignment of forces, comparable to the procedures which have been adopted in numerous prior *New York Dock* implementing agreements. It notes that the proposed agreement provides for prior rights, and it states that the proposal creates potential unassigned freight pool operations that will increase efficient use of freight crews and minimize deadheading and held trains. The Carrier contends that this methodology serves the objective of the transaction by prescribing workable procedures calculated to provide adequate train crews for the operating needs in the District, while at the same time minimizing employee disruption, honoring and preserving employee seniority, and otherwise being fair to the affected employees.

The Carrier also contends that the MidSouth agreement has elements which are better for employees than the Tex-Mex agreement. For example, it states that employees working under the MidSouth agreement receive a significantly higher rate of pay than they would working under the Tex-Mex agreements. As another example, it states that engineers subject to the MidSouth agreement are eligible for nine personal leave days per year from the beginning of their employment, while engineers working under the Tex-Mex agreement have to work ten years before being eligible for ten personal leave days. The Carrier further observes that the MidSouth agreement has a 401(k) match, while the Tex-Mex agreement has no 401(k) at all.

The Carrier avers that its selection of the MidSouth agreement is appropriate to the transaction, as the MidSouth agreement is consistent with the practical operational needs of the District, and its

application will permit effective implementation of consolidated operations. It states that application of the Tex-Mex agreement, in contrast, would prevent achievement of the service improvements the Carrier seeks to achieve through consolidation, and that it is therefore inappropriate.

The Carrier maintains that the Tex-Mex agreement would not allow the flexible use of crews in the District, as it does not permit the use of road crews of one legacy carrier to take a train beyond Beaumont Terminal onto another legacy carrier. It also states that the Tex-Mex agreement limits work that road crews can perform in yards, and that it inhibits flexible use of crews by requiring run-through trains to take the yard at Beaumont, even when there is no work event to be performed in connection with their those trains at Beaumont, thus creating unnecessary delay, congestion and lack of fluidity. The Carrier submits that, in view of the operational difficulties which would be created by imposing the Tex-Mex agreement on the District, application of the MidSouth agreement is essential to the realization of service improvements and operational efficiencies, and resultant benefits to customers, made possible by consolidation.

The Carrier states that the ICC and STB's unequivocal instruction, expressed in numerous cited decisions, is that labor agreements must yield as necessary to the achievement of public transportation benefits of a transaction. It also cites prior arbitration awards for the principle that it would be inappropriate to impose a collective bargaining agreement that would have the effect of impeding the intended operational and service improvements, and resultant benefits to customers, and it urges that we employ a similar analysis here.

The Carrier maintains that no additional terms are required or appropriate. It states that there is no legitimate objection to its plan to create consolidated, dovetailed rosters and to award positions based on seniority rank on the consolidated roster, especially since prior rights will be recognized. The Carrier emphasizes that any employees who may be adversely affected by the consolidation are assured compensatory benefits as provided in *New York Dock*, which protect employees from being placed in a worse position with respect to their compensation. The Carrier concludes that its first issue presented for review should be answered in the affirmative, and that its proposed implementing agreement should be adopted.

The Organization, on the other hand, maintains that the Carrier does not have the right to impose the MidSouth agreement on the proposed consolidated territory, and that the Carrier's Notice is therefore jurisdictionally defective. It asserts that the "minor" transaction approved in Finance Docket No. 34342 was limited in scope, and that it did not allow the Carrier to modify the existing collective bargaining agreements. The Organization states that, while the Carrier may negotiate for operational efficiencies where necessary, the Carrier may not violate the Railway Labor Act by using Section 4 to eliminate or materially weaken core protections for employees that currently exist.

The Organization asserts that the Carrier has not demonstrated a nexus between the proposed agreement changes and the operational efficiencies sought by the Carrier. It goes on to state that we should find that the Tex-Mex CBA is the appropriate CBA to apply, and it cites caselaw for the principle that modifications to an existing CBA using the *New York Dock* Section 4 process should be "limited to those necessary to permit the approved consolidation." The Organization asserts that to satisfy its burden of establishing that a particular change is necessary, the Carrier must prove that it will secure to the public some transportation benefit that would not be available if the CBA were left in place, not merely to transfer wealth from the employees to their employer. It states that a board such as this should identify which changes are necessary to secure public benefits of a transaction, and which are not, and that the transaction should accommodate existing CBA rights to the extent that they do not substantially impede the transaction.

Applying those standards, the Organization argues that the Carrier's *New York Dock* Section 4 notice is improper because it does not involve a change that is necessary to secure a public transportation benefit that would not be available if the Tex-Mex CBA were left in place. It contends, rather, that the notice is merely intended to transfer wealth from the employees to the Carrier. The Organization avers that the efficiencies sought by the Carrier here can just as easily be obtained by applying the Tex-Mex CBA to the consolidated workforces.

The Organization cites several differences between the Tex-Mex and the MidSouth CBAs which it maintains demonstrate that the Tex-Mex CBA is more beneficial to the employees. Among

those differences include how extraboards are treated. The Organization notes that the Tex-Mex CBA has provisions for guaranteed extraboards, but that the MidSouth CBA does not have language for guaranteed extraboards. It cites the potential guarantee earnings that employees could receive under the Tex-Mex agreement, and it submits that the Carrier's proposal would substantially reduce those earnings.

Other differences cited by the Organization include how held away time is paid. It states that, even if employees may receive a calendar day's pay under the MidSouth CBA regardless of whether service is performed, that does not make up for the potential loss of earnings should the Carrier mismanage its crew base, so the continuous held away pay provisions of the Tex-Mex CBA are superior.

The Organization further cites provisions regarding vacations and personal leave days which would result in an overall loss if the MidSouth CBA is imposed. It states that, although both properties fall under the National Vacation Agreement, the Tex-Mex CBA allows employees to take one week of their vacation in single day increments, while the MidSouth CBA does not allow single day usage. The Organization states that the loss of single day vacation rights, which employees might use to attend to personal obligations which do not require a full week of vacation, could expose employees to discipline over attendance issues.

With respect to personal leave, the Organization states that Tex-Mex engineers fall under the 1996 National Agreement, which provides engineers, depending on years of service, the ability to obtain up to 11 personal leave days per year, and the ability to carry over up to 30 days from year to year. It contrasts that with the provisions of the MidSouth CBA, which provides for nine personal leave days per year, and which only allows carryover personal leave days in even years. The Organization submits that, while MidSouth engineers receive their full allotment of PLDs on employment, the overall loss to Tex-Mex engineers would be substantial.

The Organization maintains that the consolidation of properties and seniority can be obtained without forcing a substantially inferior agreement on the employees involved, and it avers that its counterproposal demonstrates the availability of a lawful alternative. It states that prior rights

should be recognized, and that the results of the National Agreement reached following PEB 250 have given the Carrier the flexibility it seeks, even under the Tex-Mex CBA. The Organization also avers that the Carrier can use the provisions of Article IX of the 1986 National Agreement to seek to establish ID runs to accomplish what it seeks in the *New York Dock* Section 4 notice, including one ID run that is already in place. The Organization adds that the Carrier's claimed efficiencies are limited because over 50% of the territory in question is operated under trackage rights, positing that the Carrier's lack of dispatching control constrains its operations.

The Organization characterizes the Carrier's attempt to force the MidSouth CBA onto the consolidated District as a money grab that does not involve a change that is necessary for the Carrier to obtain a public transportation benefit that would not be available if the Tex-Mex CBA were left in place. It states that the Carrier's proposal is intended merely to transfer wealth from the employees to their employer, a concept found to be impermissible in prior cases.

The Organization concludes that it has acted in good faith in an attempt to negotiate an agreement which would address seniority consolidation, but that the Carrier employed the *New York Dock* Section 4 process to force changes it could not obtain at the bargaining table. It cites a prior award, PLB 7635, Award 1, as placing limits on a Carrier in allegedly similar circumstances, and it urges that we reach a similar conclusion as was reached in that award. The Organization requests that if we deem the Carrier's notice to be proper and valid, that we find that the Carrier cannot obtain seniority efficiencies and a financial windfall by imposing an inferior CBA. The Organization submits that we should not allow the Carrier to override the Tex-Mex CBA, and that we should remand the matter to the parties to negotiate application, retaining jurisdiction in the event the parties are not able to reach a voluntary implementing agreement.

Findings:

Both parties have cited multiple administrative, arbitral and judicial opinions to support their positions. We have carefully reviewed the entire record, and the absence of a detailed recitation of each argument should not be taken as any indication that the materials were not fully considered.

We first note that most, if not all, of the issues raised here were raised and addressed in the arbitration proceedings involving the consolidation of the KCS and MidSouth territories. Although there are some differences in this case, we find no reason to reach a different conclusion here than was reached in those awards.

We find that the Carrier's proposed consolidation of territories currently covered by both Tex-Mex and MidSouth agreements into a single District constitutes a transaction within the meaning of *New York Dock*. There is no real question that the Carrier's proposed consolidation is appropriate pursuant to the ICC's control order. Although considerable time has passed, it has been held in many prior awards that mere passage of time is not a barrier to transactions that are directly related to and fulfill the purposes of the principal transaction. See, e.g., *CSX Corp. – Control – Chessie System, Inc, et al.*, 8 I.C.C.2d 715 1992 WL 20617 (1992), *aff'd* 26 F.3d 1157 (D. C. Cir. 1994). As noted by the ICC in that decision, there may be "any number of reasons why an entity formed as a result of a Commission-approved transaction might wish to postpone a coordination which could have been taken earlier."

While the Organization posits that the subsequent transaction involving creation of CPKC is the driver of the instant consolidation, we note that the consolidation proposed here does not involve combination of any territories or agreements other than those completely contained within the KCSR itself, so that no new authority for this transaction was required from the order allowing formation of the CPKC. As discussed below, the Carrier has established a direct connection between the proposed operational changes and the transaction approved by the ICC in the initial control order, and we do not find that the passage of time has impacted that proven nexus.

We also find that the Carrier has demonstrated necessity of operating under a single collective bargaining agreement in the consolidated District. Many prior awards, ICC and STB decisions, and court cases have confirmed that, for carriers to achieve the public benefits made possible by a consolidation of operations, it is appropriate to provide for application of a single labor agreement to govern the consolidated operations. We believe this concept is so well recognized that it is not necessary to quote numerous prior decisions, but a representative example is found in *United Transportation Union v. STB*, 108 F.3d 1425, 1431 (D.C. Cir. 1997), where the court stated "there

is little point in consolidating railroads on paper if a consolidation of operations cannot be achieved. It is obvious that separate and distinct parts, operating separately and distinctly, will not generate the value of consolidation.” As we held in the award involving the KCS and MidSouth agreements, we find that adoption of a single collective bargaining agreement for the new District is necessary to effectuate the transaction.

Although the parties have not discussed the Cramdown Agreement to the extent they did in the earlier case, we again find that the Cramdown Agreement does not apply to this proposed consolidation. The Cramdown Agreement specifies that it applies to collective bargaining modifications involved with “Major Transactions.” The transaction here did constitute a “Major Transaction,” and to the extent that application of cramdown is at issue here, we reach the same conclusion on that matter as we reached in the prior award. We do not believe it is necessary to repeat that analysis here.

The Organization asserts that, because in its view the Tex-Mex CBA is better for the employees, the Carrier’s proposal to impose the inferior MidSouth CBA is merely an attempt to transfer wealth from the employees to the Carrier, which we should not permit. The Carrier denies that this is the case, stating that selecting the Tex-Mex CBA would impede its ability to improve operations and to better serve customers. It also points to elements of the MidSouth CBA which it maintains are better for the employees than the Tex-Mex CBA.

We addressed similar arguments in the prior case, and we reach a similar conclusion here. As was held in *American Train Dispatchers Ass’n v. I.C.C.*, 26 F.3d 1157 (D.C. Cir. 1994), a transaction “must yield enhanced efficiency, greater safety, or some other gain.” We find that the record in this case reveals that the Carrier has articulated the transportation benefits necessary to meet that standard.

“Arbitrators should not require the carrier to bear a heavy burden (for example, through detailed operational studies) in justifying” changes that are necessary to make a merged entity operate efficiently as a merged operation. *CSX Corp. – Control – Chessie System, Inc, et al.*, 4 S.T.B. 701 (1998), internal citation omitted. Here, the Carrier has supplied adequate confirmation that

application of the Tex-Mex CBA impedes operational efficiency and contributes to delay and congestion, impacts which can be reduced or eliminated if the MidSouth CBA is applied to the consolidated District.

The Organization suggests that the Carrier can overcome those operational impediments via methods such as establishment of interdivisional runs in accordance with Article IX of the 1986 National Agreement, or other negotiations. Whether such options are available, however, is not in our view relevant to how the existing agreements should be addressed in this proceeding, especially since there is no guarantee as to the outcome of the procedures suggested by the Organization.

Although the Organization urges that the Tex-Mex CBA is better for the employees than the MidSouth CBA, we cannot say that one is empirically superior to the other. While it seems that some aspects of the Tex-Mex CBA could be preferable to some employees, the Carrier has pointed to aspects of the MidSouth CBA which appear to be better, including rates of pay. As was observed in an Article I, Section 4 arbitration award involving CSX, IBEW and TCU (Ref. Simon), "it would be an impossible task to determine which agreement, taken in its entirety, is 'the best.' Some 'better' provisions of one agreement may be outweighed by 'better' provisions on different matters in another agreement. Furthermore, what may be beneficial for one employee may be immaterial to another."

With respect to the Organization's reliance on PLB 7635, Award No. 1, we note that the award in question involved a Section 3 matter, and that the dispute resolution processes of New York Dock applicable here were not implicated. It also appears that the board there fashioned a unique remedy applying the concepts of the Cramdown Agreement because the agreement at issue did not afford the carrier sole discretion to select an applicable agreement. It is unclear how the board there arrived at that decision, especially after it said that the Cramdown Agreement was not applicable, but in any event we do not think we are required to reach a similar conclusion, as the facts are not comparable and the Carrier here does have rights in this instance which apparently were not applicable there.

On this record, we find that the implementing agreement proposed by the Carrier, with its prior rights and dovetailing of seniority provisions, is appropriate for the transaction, subject to the amendments described below. The Carrier has sufficiently established that applying the MidSouth CBA to the consolidated District is not merely an attempt to transfer wealth from the employees to the employer, but that it is necessary to produce efficiencies and to better serve its current and potential customers. We find that allowing the Organization to retain the Tex-Mex CBA would impede operational efficiencies and benefits obtained by merging the territories. The New York Dock protective conditions are in place to address claims of employees who allege they have suffered wage loss as a result of changes in operations and agreements.

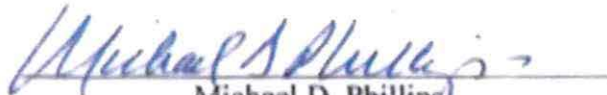
As was found in the prior award, however, there are two aspects of the Carrier's proposal which we again do not believe will be adequately addressed by those conditions. First is the difference between the Tex-Mex and the MidSouth CBAs pertaining to personal leave days. The Tex-Mex agreement allows engineers to qualify for up to 11 personal leave days, depending on length of service, while the MidSouth CBA caps the number of personal leave days at nine. We find that the appropriate way to address those differences is that engineers currently working under the Tex-Mex CBA who qualify for more personal leave days than what is afforded under the MidSouth CBA will be entitled to retain the number of personal leave days they currently receive, which will not increase with additional service. The MidSouth CBA will apply to those engineers working under the Tex-Mex CBA who currently qualify for less than or equal to the number of days afforded under the MidSouth CBA.

Second, the Organization avers that engineers currently working under the Tex-Mex CBA are allowed to take one week of vacation in single day increments, while the MidSouth CBA does not allow for any single days of vacation. We believe that this is a substantial benefit that cannot be addressed by the protective conditions. Therefore, we find that the appropriate way to address this matter is to allow engineers currently working under the Tex-Mex CBA to continue to be permitted to take one week of vacation in single day increments. Neither of the modifications set forth above in any way impede the Carrier's ability to obtain the benefits of consolidating the District, and we believe it is within our broad discretion to formulate those conditions.

Award:

The Carrier's first question at issue is answered in the affirmative, subject to the two specific modifications set forth above. Its second question at issue is addressed by those specific modifications.

The Organization's first question at issue is answered in the negative. Its second and third questions at issue are addressed in the findings.


Michael D. Phillips
Chairman and Neutral Member


L. Randy Fannon
Organization Member I dissent


Myron Becker
Carrier Member

Dated: April 1, 2024.