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In the matter between

ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS

and

OPINION AND AWARD

AMERICAN AIRLINES, INC.
(SS-89-2018-APFA-5)

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Before: System Board of Adjustment

Marlene A. Gold, Neutral Chairperson
Marti McMillan - Union Member
Dan Sampey – Union Member
Melanie Rennels - Company Member
Lucretia D. Guia, Esq. – Company Member

For the Union – Alyssa Urban
Staff Attorney- APFA

For the Employer-Molly Gabel, Esq.
Seyfarth Shaw, LLP
Matt Bahleda
American Airlines

INTRODUCTION

Pursuant to the parties' collective bargaining Agreement ("Agreement") between the Association of Professional Flight Attendants ("APFA" or "Union") and American Airlines, Inc. ("American" or "Company"), the undersigned System Board of Adjustment ("System Board") was designated by the parties to hear the above referenced consolidated grievances and render a determination pursuant to the Agreement.

Hearings, via Zoom videoconference, were held November 9 and 10, 2022. Both parties had representation and the opportunity to submit documentary evidence, to present and examine witnesses and to make argument in support of their positions. The record was closed upon receipt

of the stenographic transcript of the hearing and post-hearing briefs. Thereafter, the System Board conferred in Executive Session on a series of occasions.

ISSUE

The parties were unable to agree to a stipulated issue. The Union's proposed issue is as follows:

> Did American Airlines violate Section 11.Q.2 and Section 14.H.1 of the 2013 Collective Bargaining Agreement, also called the Red Book, by not co-pairing Philadelphia-based pilots with Philadelphia-based pilots on routes from Philadelphia to Amsterdam in November and December of 2017. If so, what is the remedy?

The Company's proposed issue is as follows:

> Did American Airlines violate the 2013 Collective Bargaining Agreement between US Airways and the APFA when it operated the Philadelphia-Amsterdam route with American Airlines Philadelphia-based pilots and legacy American Airlines O'Hare-based flight attendants in November and December 2017? If yes, what is the remedy?

The System Board finds the issue before them to be the following:

> Did American Airlines, Inc. violate the 2013 Collective Bargaining Agreement between US Airways and the Association of Flight Attendants ("the Red Book"), Sections 11.Q.2 and 14.H.1, when it operated the Philadelphia-Amsterdam route with American Airlines Philadelphia-based pilots and legacy American O'Hare based flight attendants in November and December, 2017? If so, what shall be the remedy?

RELEVANT CONTRACT LANGUAGE

4/12/12 Conditional Labor Agreement ("CLA")– in relevant part

* * *

Process

Section 1: Prior to Operational Flight Attendant Integration, separate flying will continue, with each airline operating its own aircraft including those in its existing fleet and on order

* * *

12/31/12 Letter of Agreement Supplementing Conditional Labor Agreement – in relevant part

* * *

2. Paragraph 1 of the Process section of the CLA will be amended to read as follows: "Separate flying will continue, with each airline operating its own aircraft including those in its existing fleet or on order, until the earlier of twenty-four (24) months after the effective date of the Proposed Merger or Operational Flight Attendant Integration."

* * *

Red Book -Effective 2/28/13 – in relevant part

Section 1- RECOGNITION AND SCOPE

B. SCOPE

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5. If, following a transaction of any type, the US Airways Pilot System Seniority list (including during separate operations the US Airways and American West pilot seniority lists), is integrated with another air carrier's pilot seniority list, Paragraph B.4 shall not prevent the integration of the US Airways pilot group with pilots of the merged carriers. In such instance, US Airways Flight Attendants will continue to operate US Airways flights in accordance with this Agreement but will not necessarily only operate such flights with US Airways pilots. In such instance, Flight Attendants may be scheduled to fly with pilots of the merged carrier.

Section 11 – HOURS OF SERVICE – in relevant part

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Q. CO-PAIRING

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2. On all Transoceanic International (TI) pairings, Flight Attendants will be co-paired with Pilots with the exception of Hawaii, in accordance with Section 14, International.

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Section 14 – INTERNATIONAL FLYING

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H. TRANSOCEANIC INTERNATIONAL PAIRING CONSTRUCTION

1. Transoceanic International pairings shall be constructed the same as the pilots. Concurrent with the implementation of the new pilot FARs, as may be modified by the Pilot agreement, governing rest, duty and block limits will apply to Transoceanic International pairing construction. The new pilots FARs, as may be modified by the Pilot agreement, addressing rest and duty limitations in actual operations will also apply to the Flight Attendants. The Flight Attendant pairing debrief, if greater than the pilot pairing debrief, will extend the Flight Attendant duty period maximum to allow for co-pairing.

Merger Transition Agreement American Airlines, Inc., US Airways, Inc., The Association of Professional Flight Attendants, and the Association of Flight Attendants ("MTA") – Effective 4/30/14 – in relevant part

* * *

3. During the period of separate operations, the Company shall provide the following protections. For purposes of this Paragraph, the period of separate operations shall be defined as the period of time prior to the earlier of (i) the issuance of a single operating certificate; or (ii) the effective date of the [Joint Collective Bargaining Agreement (hereinafter "JCBA")] except the protections specified in Paragraphs 3.c, 3.h, 3.i, and 3.j, shall continue to the effective date of the JCBA.

a. The Company shall not utilize in its flight operations of one airline a flight attendant employed by the other airline, except for flight attendants hired from one airline by the other pursuant to Paragraph 3.c., below or as may be needed to comply with conditions prescribed by a governmental agency for the purpose of transition to, and eventual operation under, a single operating certificate. The Unions, as applicable, shall support the efforts of the Company to obtain issuance of the single operating certificate. Flight attendants may be required to deadhead on the aircraft of either American or US Airways according to the provisions of their respective collective bargaining agreements.

b. Except for the circumstances described in Paragraph 3.a. above, no flight attendant of either US Airways or American shall fly as a crewmember on an aircraft in the Fleet of the other airline. The "Fleet" of each airline shall be defined to include all aircraft in the service of or stored by the airline or on order or option by the airline, as specified in the agreement between APA , USAPA, US Airways and American Airlines dated August 20, 2012 ("Pilot MOU"). A list of all aircraft in the respective Fleets of the Company is included as Attachment A. All orders, options, and anticipated returns set forth in the airlines' fleet plans are included as Attachment B. Any new aircraft shall be allocated between the Parties as specified in the Pilot MOU. . . .

d. The total number of aircraft block hours scheduled to be flown by mainline US Airways flight attendants (excluding Group I aircraft as defined in the existing APA /AA agreement) during any rolling 12-month look-back period shall be no less than 1,101,276.

e. The total number of aircraft block hours scheduled to be flown by mainline American Airlines flight attendants (excluding Group I aircraft) during any rolling 12-month look-back period shall be no less than 1,995,663 hours.

g. Specific Route Protections: Same protections as provided to the pilots in Subparagraphs 8(m), (n) and (o) of the Pilot MOU.

12/13/2014 Joint Collective Bargaining Agreement between American Airlines, Inc. and APFA ("JCBA") – in relevant part

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B. SCOPE

1. Only American Airlines employees shall be used as Flight Attendants in accordance with Definitions, Section 2.

1/5/15 Implementation Timeline Letter of Agreement

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The provision of the Sections listed below will be implemented as soon as practicable for the LAA Flight Attendants. At the point in time when PBS, TTS, ETB, and the Reserve processing are implemented, the LUS Flight Attendants will be integrated into the Flight Attendant Scheduling System with the LAA Flight Attendants and the following Sections will then apply to both LAA and LUS Flight Attendants. Prior to the implementation of the relevant sections or provisions, Flight Attendants shall operate under the provisions of their prior collective bargaining agreements.[1]

THE PARTIES' STIPULATION OF FACTS

1. The effective date of the merger between American Airlines, Inc. ("American") and US Airways, Inc. ("US Airways") was December 9, 2013.
2. The Federal Aviation Administration ("FAA") issues American and US Airways a single operating certificate on April 8, 2015.
3. The date of full reservation systems integration ("PSS") for American and US Airways was October 17, 2015.

[1] Sections 11 and 14 are both Sections "listed below" and thus fall within this provision.

4. The date of full operational integration ("FOI") for the American and US Airways pilots was October 1, 2016. As of that date, the crew scheduling system for all pilots was FOS.
5. FOI for American and US Airways flight attendants was October 1, 2018. As of that date, the crew scheduling system for all flight attendants was FOS.

BACKGROUND

On December 9, 2013 American Airlines merged with US Airways. Pilots were fully integrated on October 1, 2016. However, it took almost five years for the Company to merge operations with flight attendants, until October 1, 2018. Until that date, the airline operated with two different crew scheduling systems. As a result, during the two year period between October 1, 2016 and flight attendant FOI in October 1, 2018 legacy US Airways flight attendants could only fly on US Airways aircraft and legacy American flight attendants could only fly on American Airlines metal.

Post pilot FOI, the Company generally continued to co-pair legacy US Airways flight attendants with legacy US Airways pilots on international flying, save for Hawaii, until October 1, 2018, with the exception of flights between Philadelphia and Amsterdam during November and December 2017. The Philadelphia-Amsterdam ("PHL-AMS") flights during those months were flown using legacy American Airlines aircraft. Because the Company had not yet integrated its crew scheduling system, legacy US Airways flight attendants were not at that time operationally able to fly on American Airlines metal and vice versa. Thus, legacy US Airlines flight attendants (historically represented by AFA) were unable to staff those 61 flights and O'Hare based legacy American Airlines flight attendants staffed them. It was not until October 1, 2018 that the Company completed its integration of the crew scheduling system allowing all flight attendants to fly on all American Airlines aircraft. This grievance relates only to the rights

of legacy US Airways flight attendants based in Philadelphia during the months of November and December, 2017.

The record establishes that during merger negotiations, legacy US Airways flight attendants bargained to maintain their crew scheduling system, which differed significantly from the system then in use at American Airlines. The Company agreed to this demand. As a result, it took significant time to integrate the bidding-crew scheduling system, which was not operational until October 1, 2018 when flight attendant FOI was reached.

The Union grieved on behalf of legacy US Airways flight attendants, alleging a contractual failure to co-pair under the Red Book on the Philadelphia-Amsterdam flights. A Notice of Dispute was filed on October 30, 2017. On April 26, 2018, the Union converted that grievance into a Presidential Grievance, claiming that legacy US Airways flight attendants domiciled in Philadelphia were entitled to a monetary award for hours lost as a result of being unable to fly these 61 trips. The Company denied the grievance and the Union appealed the matter to the System Board on May 22, 2018.

POSITION OF THE UNION

First, the Union contends that the Company was contractually obligated to continue co-pairing Philadelphia-based pilots and legacy US Airways flight attendants domiciled at the Philadelphia base. In so arguing, the Union points to a decades old practice of pairing pilots and flight attendants domiciled at the same base. The Union argues that the only relevant and determinative issue is where the pilot is domiciled. The Union points out that because pilot sequences are built first, flight attendants follow pilots and not the other way around. Thus, the Union contends that co-pairing required that legacy US Airways flight attendants follow pilots domiciled at the same base for all transoceanic flights with the exception of Hawaii.

The Union cites Section 1(B)(5) of the Red Book in support of its argument. It contends that the language of this provision contains a requirement that post-merger, non-legacy US Airways pilots be paired with legacy US Airways flight attendants who are domiciled at the same base.

Second, the Union contends that the Company agreed to keep co-pairing in place until it implemented the new crew scheduling process. It asserts that the parties agreed that Sections 11 and 14 of the Red Book would remain in place until this was accomplished. Thus, those sections were in effect during November and December 2017. Further, the Company continued to co-pair for in excess of one year after the pilot integration, on October 1, 2016. The Union claims that this is evidence of the Company's recognition of an obligation continue to co-pair until implementation of the necessary crew scheduling programs. Further, the Union maintains that the Company's continuation of co-pairing is persuasive evidence of a binding practice.

Third, the Union asserts that the pilot integration did not negate or supersede the Company's requirement to co-pair based on domicile location. The Union characterizes the Company's contention that no US Airways pilots existed as of October 1, 2016 as nonsensical. The Union points to the evidence presented to demonstrate that co-pairing was not dependent upon which carrier the merged pilot was classified under, but rather the pilot's domicile. Further, there is no evidence that the Union agreed or was aware that the pilots' integration would negate the Company's co-pairing processes of the Red Book. Rather, the Union's documentary evidence showed that the Company continued to co-pair legacy US Airways flight attendants after pilot FOI. In particular, it cites the June 2, 2017 On-Duty Contract Guide, distributed to legacy US Airways flight attendants after pilot FOI, which includes the Section 11 co-pairing language, as evidence of this. In addition, the Union points out that while legacy US Airways pilots also had a

CBA that did not include co-pairing language, US Airways managed to co-pair in accordance with the flight attendants' CBA for decades.

Fourth, the Union maintains that it was the Company's operational and program deficiencies in integrating the new crew tracking system that was the sole reason legacy US Airways flight attendants were unable to fly American Airlines metal. Had the Company properly managed the operational and programming needs arising out of the merger, implementation of the new crew tracking system would have been in place prior to November 2017. Thus, the Union argues that the Company is responsible for the contract violation that precluded Philadelphia-domiciled flight attendants from flying the Philadelphia to Amsterdam routes in November and December of 2017. Moreover, the Union argues that even if the Company provided replacement flying for these flight attendants, this did not moot the grievance, since most of these flight attendants would have flown these trips as additional flying. Thus, regardless of whether there was replacement flying, affected Philadelphia legacy US Airways flight attendants were denied hours of flying to which they were entitled. As a result, they suffered monetary harm.

Based on the foregoing, the Union submits that the System Board should find that the Company violated Sections 11 and 14 of the Red Book and the 2015 Implementation Timeline Letter of Agreement. As relief, the Union requests that the Philadelphia based legacy US Airways flight attendants be made whole by awarding them a total of $358, 683.40 based on 49 PHL-AMS trips during November and December 2017.

THE COMPANY'S POSITION

The Company's position is that this is a scope case and not a scheduling dispute and there is nothing in any of the agreements between the parties that guarantees legacy US Airways flight

attendants the right to fly particular trips from its Philadelphia domicile. The Company contends that the scope provisions in the Red Book were no longer in effect. Instead, the controlling scope provision was contained in the JCBA, which became effective on January 1, 2015. Further, the MTA "fencing provisions" contained within the MTA had expired and were also no longer in effect, having expired on December 13, 2014. As of that date, the obligation to maintain separate operations of the two carriers ceased. Thus, there was no longer any contract language prohibiting the Company from staffing the PHL-AMS route using American metal and legacy American flight attendants.

The Company acknowledges that the fencing restrictions expressly set forth in the MTA, and before that contained in the Conditional Labor Agreements, limited the Company from using legacy American Airlines flight attendants on these flights. However, during bargaining, the Union negotiated away this right by agreeing that these protections would be for a specified duration. The JCBA scope provisions only require the Company to staff flights with American Airlines employees and not with any specific legacy carrier employees, noting that separate flying ceased at American on December 13, 2014.

The Company argues that the Red Book is "a one-way street," meaning that it was only if the Company staffed an airplane with legacy US Airways flight attendants, then it had to staff the same flight with legacy US Airways pilots, regardless of whether they were from the same domicile. However, since all pilots became American Airlines pilots after October 1, 2016, the Company contends that it was no longer obligated to co-pair the two legacy US Airways groups. After the full merger of pilots, US Airways pilots no longer existed. Therefore, the Company could not pair legacy US Airways pilots and US Airways flight attendants.

With regard to Section 14.H.1, the Company contends that it makes no mention of co-pairing with pilots from the same domicile. Indeed, the Company asserts that there is no domicile requirement in any section of the Red Book. The Company argues that as of October 17, 2015, the date of the pilots' system integration, US Airways flights ceased to exist. The Company maintains that the Redbook provisions of 14.H.1 and 11.Q.2 are scheduling provisions, not scope provisions. Thus, neither Section 14.H.1 or 11.Q.2 state that the Company is required to staff pilots from one base with flight attendants from the same base or co-pair the two after the merger. The Company asserts that the Red Book did not contemplate pairing legacy US Airways flight attendants with pilots from another carrier nor did it contemplate those flight attendants working on aircraft belonging to a carrier other than US Airways.

In response to any past practice argument by the Union, the Company acknowledges that it generally staffed legacy US Airways flights with pilots and flight attendants from the same domicile. The Company denies doing so in every instance between the merger and November of 2017.

Addressing the Union's contention that the Company was solely responsible for the length of time it took for the Company to incorporate the new crew scheduling system before there could be FOI, the Company emphasizes that this is what the Union sought, and the Company agreed to, during bargaining. Therefore, the Union clearly was aware that this would take considerable time. The Union would have also understood that while this effort was ongoing, legacy US Airways flight attendants could not operate on legacy American metal because the metal was not in CATS, the crew scheduling system in which legacy US Airways metal was housed.

In response to the Union's requested remedy, the Company contends that there is no evidence in the record that any Philadelphia-based flight attendants experienced any monetary loss or lost flying. The Company provided replacement flying to make up for any lost hours resulting from the flight attendants' inability to fly the Philadelphia - Amsterdam trips.

The record evidence clearly shows the Union has not met its burden of proof to demonstrate the violation it alleges. Thus, the Company seeks a System Board Award denying the grievance.

OPINION

The instant dispute arose approximately four years after the effective date of the merger between US Airways and American Airlines (10/1/13) and just short of a year before flight attendant FOI was reached. As evidenced by the various agreements between the parties, planning for the merger began earlier. It is most instructive to review the agreements between the parties in chronological fashion.

After APFA received notice of the potential merger between American and US Airways, APFA and American bargained the April 12, 2012 Conditional Labor Agreement. ("CLA") In anticipation of the merger, the CLA, in effect for a six year term, provided that "Prior to Operational Flight Attendant Integration, separate flying will continue, with each airline operating its own aircraft including those its existing fleet and on order" The CLA effectively guaranteed separate flying up until Flight Attendant FOI.

Subsequently, in September 2012, APFA and American entered into a new collective bargaining agreement. As a result, the APFA and American negotiated the December 31, 2012 Letter of Agreement ("LOA") supplementing the CLA to address "how the New CBA and CLA are intended to modify or leave unchanged various provisions in the event the Proposed Merger

occurs." In pertinent part, this LOA amended the "separate flying" language in the CLA, providing that "separate flying will continue, with each airline operating its own aircraft, including those in its existing fleet or on order, until the earlier of 24 months after the effective date of the Proposed Merger or Operational Flight Attendant Integration. This meant that separate flying would end the earlier of either December 9, 2015 (based on the proposed merger date of December 9, 2013) or the date of flight attendant FOI.

On February 28, 2013, before the merger became effective, US Airways and AFA reached agreement on the Red Book. After the merger was finalized, US Airways, APFA, and AFA agreed to the Merger Transition Agreement. The MTA continued to provide protections guaranteeing separate flying. To that end, it prohibited American and US Airways from interchanging flight attendants, metal, block hours and routes during the "period of separate operations." The "period of separate operations" is defined in the MTA as "the period of time prior to the earlier of (i) the issuance of a single operating certificate; or (ii) the effective date of the JCBA..." As the earlier of those two dates was the December 13, 2014 effective date of the JCBA, that is the date upon which the protections provided by the MTA during the "period of separate operations" ceased.

Based on the language of the MTA, the majority of the System Board finds that after the December 13, 2014 effective date of the JCBA, the MTA no longer obligated American to maintain separate flying and its prohibitions against interchanging flight attendants, metal and routes had expired. The majority of the System Board further considers the language of the MTA specifying the time period during which separate flying would be protected to be clear and unambiguous. This was the third document which APFA and American crafted defining the period of time during which separate flying must be maintained and this agreement post-dated

the Red Book by over a year. Thus, the majority of the System Board concludes that this third agreement, the MTA, reflected the precise intent of APFA and American with regard to the duration of separate flying.

Legacy US Airways flight attendants were not able to fly the PHL-AMS trips in November and December 2017 because the aircraft used on those trips was legacy American Airlines metal and the crew scheduling system in place at that time did not allow it to schedule legacy US Airways flight attendants on American Airlines metal. It is clear that the MTA, after the defined period of separate flying ended, no longer prohibited the Company from using American Airlines metal on any of its routes. Thus, the question becomes whether any other contractual provision or practice did so. For the reason set forth below, the majority of the System Board does not find such a prohibition.

The System Board first examines the Red Book language of Sections 11.Q.2 and 14.H.1 on which the Union relies. Based upon the language of the January 5, 2015 Implementation Timeline Letter of Agreement the System Board finds that these sections were in force and effect during November and December 2017. That being said, the majority of the System Board finds no language in the Red Book, the JCBA, or any other agreement cited by either party that prohibited the Company, after it was issued a single operating certificate on April 8, 2015, from using either legacy US Airways metal or legacy American metal on flights. As the majority of the System Board finds no prohibiting language of this kind, after the end of separate flying prescribed by the MTA, the System Board has no basis for finding a contractual violation stemming from the Company's decision to use legacy American metal on the November and December 2017 flights at issue. Moreover, the Union does not point to any language in the Red Book, or any agreement by the parties, requiring the Company to use only legacy US Airways

aircraft in order to co-pair of legacy US Airways flight attendants with pilots at the same domicile. The majority of the System Board notes that such a contractual claim was not a basis for this grievance.

Responding to the Company's contention that the contractual co-pairing requirement could not be applicable to the flights at issue because at that time there were no longer any legacy US Airways pilots, only American pilots, the Union cites Section 1.B.5 of the Red Book. The language of that provision appears to contemplate the integration of pilots as part of the merger of carriers, stating that in part, "In such instance, US Airways Flight Attendants will continue to operate US Airways flights in accordance with this Agreement, but will not necessarily only operate such flights with US Airways pilots. In such instance, Flight Attendants may be scheduled to fly with pilots of the merged carrier." The System Board notes that Section 1.B.5 speaks specifically to US Airways flight attendants continuing "to operate US Airways flights."

The Union contends that the Company continued to co-pair legacy US Airways flight attendants after pilot FOI and did so with pilots from the same domicile. The Company acknowledges that it generally, but not exclusively, continued to co-pair after pilot FOI but disputes the claim that co-pairing must be based on the pilot's domicile. Given the foregoing, the question remains whether a binding past practice compelled the Company to do so on the November and December 2017 flights at issues.

With regard to the extent of any past practice of co-pairing, the majority of the System Board recognizes that the evidence of such a past practice presented by the Union consists entirely of evidence of pairing legacy US Airways flight attendants and pilots on legacy US Airways metal. It is generally understood that where a material component of an alleged practice

changes, e.g. change in the metal, the practice is no longer binding upon the parties. Thus, the System Board is unable to find a binding past practice applicable to instances where the Company made an operational determination to use legacy American metal. In sum, after the period of separate flying under the MTA expired, neither the terms of the Red Book nor any past practice compelled co-pairing where the Company used legacy American metal for a period of time on certain transoceanic trips.

Based on the foregoing, the majority of the System Board finds that any contractual co-pairing obligation the Company had pursuant to the Red Book would not have extended to flights using American metal. To the extent that the Company engaged in a co-pairing practice after pilot FOI, that practice addressed the co-pairing legacy US Airways flight attendants on flights using legacy US Airways metal. Simply put, neither the terms of the Red Book cited by the Union, nor any claimed past practice, encompassed the disputed flights using American metal and, are therefore not outcome determinative. In so finding, the System Board notes that the Company had no institutional reason to want legacy American flight attendants to fly these routes instead of legacy US Airways flight attendants as the staffing would be the same.

The Union places the blame squarely upon the Company for the alleged loss of flying at issue, urging that had the Company properly assessed and managed the operational and programming needs of the merger, flight attendant FOI would have been reached well before November 2017 and legacy US Airway flight attendants already would have been operating in the new FOS crew tracking system. While the Union is correct that implementation of the new crew tracking system was the responsibility of the Company, the majority of the System Board cannot ignore that this undertaking reflected the specific demand of the Union to which the Company acceded. There is no record evidence that the Company was dilatory in its work on the

crew tracking system or that it conducted itself in bad faith in attempting to integrate that system. It is fair to presume that the Union understood what it was asking for when it demanded that the Company adopt a new crew scheduling system and what it would take to accomplish that. Under these circumstances, the majority of the System Board declines to find a violation based in part on the fact that work on the new crew tracking system was not yet complete in November 2017.

In rendering its Opinion and Award, the System Board has considered all of the arguments put forth by the parties regardless of whether they are specifically referenced herein.

AWARD

The grievance is denied. American Airlines, Inc. did not violate the 2013 Collective Bargaining Agreement between US Airways and the Association of Flight Attendants ("the Red Book"), Sections 11.Q.2 and 14.H.1, when it operated the Philadelphia-Amsterdam route with American Philadelphia-based pilots and legacy American O'Hare based flight attendants in November and December, 2017.

Dated: Brooklyn, New York
~~November , 2023~~
December 27, 2023

Marlene A. Gold
Neutral Chair

X I concur__I dissent

Lucretia D. Guia, Company Member

___I concur X I dissent

Marti McMillan, Union Member

✓I concur___I dissent

Melanie Rennels, Company Member

____I concur X I dissent

Dan Sampey, Union Member

State of New York)
County of Kings)
The undersigned, under penalty of perjury, affirms that she is the Arbitrator in the within proceeding and signed same in accordance with arbitration laws of the State of New York.

Marlene A. Gold
MARLENE A. GOLD