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BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 32760, SUB-FILE 43



IN THE MATTER OF ARBITRATION BETWEEN UNION PACIFIC RAILROAD
COMPANY AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS, NEW YORK DOCK
ARBITRATION, CASE NO. 03/074

(Arbitration Review)

CARRIER'S MOTION FOR LEAVE TO EXCEED THE PAGE LIMIT

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Respectfully submitted,

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CARRIER'S MOTION FOR LEAVE TO EXCEED THE PAGE LIMIT

Petitioner-Carrier Union Pacific Railroad Company ("UP") moves the Board to enter an Order allowing it to file its brief and appendix of exhibits, which, in total, exceed the thirty (30) page limit established by 49 C.F.R. § 1115.2. In support of its Motion, UP states as follows:

1. The Appeal before this Board arises from an Award entered in March, 2004, by Ann S. Kenis in this New York Dock arbitration. The Claimant in this arbitration is the Brotherhood of Locomotive Engineers & Trainmen ("BLET"). UP had sought to invoke the provisions of a Railway Labor Act ("RLA") collective bargaining agreement with BLET to establish interdivisional service, which required modification of terms of an implementing agreement entered into six years earlier following the merger between the UP and Southern Pacific Transportation Company. Arbitrator Kenis concluded that she had jurisdiction over the dispute under Article I, § 11 of the New York Dock conditions, and that UP could not establish interdivisional service as permitted by an RLA collective bargaining agreement if any part of UP's proposal would conflict with the terms of the relevant implementing agreement. This petition raises the significant and recurring issue of whether the terms of an implementing agreement entered into under the Board's New York Dock conditions ever became subject to amendment or modification under the procedures of the RLA.
2. The Award made two rulings challenged in this Appeal: (1) that Arbitrator Kenis had jurisdiction under Article I, § 11 of the New York Dock conditions; and (2) that UP's right to establish interdivisional service as provided in an RLA collective bargaining agreement was limited by the terms of a New York Dock implementing agreement
3. This appeal warrants an extension of the 30-page limit for numerous reasons. First, UP's appeal presents two substantial and discrete issues, each of which truly turns upon a

different set of key legal principles. Second, the Award is based on an interpretation of numerous agreements, including several implementing agreements and collective bargaining agreements, as well as arbitration awards under both New York Dock and Article IX of the 1986 National Agreement, thus requiring the submission of these documents with this appeal. Third, the issues raised in this appeal require an explanation of the factual background as to both the establishment of interdivisional service and the merger of the UP and SP through the Hub Implementing Agreements.

4. The UP has submitted a brief under thirty pages in length. The Award is submitted within a bound volume with tabbed exhibits that are necessary for a full understanding of the issues presented in this appeal. Several of the exhibits submitted with this appeal were submitted by the Claimants in the underlying arbitration.

5. No party will be prejudiced by the Board's permission for UP to exceed the thirty page limit.

WHEREFORE, Petitioner-Carrier Union Pacific Railroad Company respectfully requests the Board to enter an Order allowing it to file its brief and the appendix including the challenged award and exhibits, which, in total, exceed the thirty (30) page limit of 49 C.F.R. § 1115.2, and for such other relief as is just.

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served upon Charles R. Rightnowar, General Chairman, Brotherhood of Locomotive Engineers, 320 Brooke Drive, Suite 115, Hazelwood, Missouri 63042, this 20th day of September, 2004.

Rodney A. Harrison /by ckh