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BEFORE THE
SURFACE TRANSPORTATION BOARD



Finance Docket No. 32760 (Sub-No. 40)

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY, AND MISSOURI PACIFIC RAILROAD COMPANY – CONTROL AND MERGER – SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, SPCSL CORP., AND THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

(ARBITRATION REVIEW)

PETITION OF THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS
UNION PACIFIC RAILROAD – CENTRAL REGION
FOR REVIEW OF A NEW YORK DOCK ARBITRATION OPINION AND AWARD

FILED
JUN 10 2003
SURFACE TRANSPORTATION BOARD

CHARLES R. RIGHTNOWAR
320 Brookes Drive, Suite 115
Hazelwood, MO 63042
(314) 895-5858
(314) 895-0104 (fax)

General Chairman
Brotherhood of Locomotive Engineers
Union Pacific Railroad – Central Region

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I.

INTRODUCTION

Union Pacific Railroad – Central Region General Committee General Committee of Adjustments of the Brotherhood of Locomotive Engineers ("BLE"), being duly designated and authorized collective bargaining representative for the craft of locomotive engineers on the Union Pacific Railroad – Central Region, herewith appeals Award No. 1, New York Dock Board of Arbitration (John B. LaRocco, Chairman), and Arbitration Opinion and Award, dated May 19, 2003, regarding application of the Kansas City Hub Merger Implementation Agreement.

A copy of the Opinion and Award is attached hereto as Appendix A. The submission filed by the Carrier before Chairman LaRocco is attached hereto as Appendix B. The submission filed by the undersigned, representing the BLE General Committee of Adjustment for the Union Pacific Railroad – Central Region, before Chairman LaRocco, is attached hereto as Appendix C.

II.

STATEMENT OF FACTS GIVING RISE TO SETTING ASIDE THE AWARD AS TO AWARD NO. 1

Arbitrator John B. LaRocco correctly found that Engineers exercising the "in lieu of" provisions of the Kansas City Hub Merger Implementing Agreement (See, Appendix C, Exhibit D at pp. 23-24, 51, 82-83; See, also, Appendix C, Exhibit K at p. 3) need not sell their homes at the pre-merger Jefferson City area location:

> This Committee observes that engineers need not sell their homes in Jefferson City. They are not barred from owning multiple parcels of real property, including parcels in both Kansas City and Jefferson City. This Committee merely emphasizes that to be eligible for the *in lieu of* relocation benefits, the engineer must actually move from Jefferson City to Kansas City with the present intent to maintain a permanent residence at Kansas City for a minimum, seniority permitting, of two years. If an engineer from Jefferson City relocates to Kansas City and then maintains his principal place of residence in Kansas City, the engineer may continue to own whatever real estate the engineer so desires in the Jefferson City area, including the home in which he resided prior to the relocation.
>
> (Award No. 1, Appendix A at p. 13, emphasis original)

However, Arbitrator LaRocco erred in finding that the Claimant in Award No. 1, M. O. Coats, did not qualify for the "in lieu of" relocation benefits where Claimant Coats retained a residence in the Jefferson City area, at New Bloomfield, Missouri, and received mail and telephone calls at that location, in direct conflict with the above-quoted finding. If Claimant Coats was entitled to retain property at Jefferson City, Missouri, then it follows that he was entitled to receive mail and telephone calls at that location, especially since Jefferson City would only shift from being Claimant's "home" terminal to his "away-from-home" terminal, where Claimant would continue to operate a train from Jefferson City every other day. Moreover, Claimant Coats received mail from the Carrier at his apartment at Independence, Missouri (a

Kansas City suburb) (See, Award No. 1, Appendix A at p. 7). If Claimant Coats had a right to own property at both his "home" terminal and his "away-from-home" terminal, there is no prohibition as to Claimant's receipt of mail at both locations.

Further, the fact that Claimant received his call to work at the Kansas City area location by cell phone, when his freight train was due to work east from that Kansas City location every other day, seven (7) days a week, approximately 174 miles from New Bloomfield, Missouri, well beyond commuting distance (especially in winter months), is no evidence that Claimant was not in his apartment in Independence, Missouri, at the time of receipt of call to work.

Under the *Lace Curtain* standard, the Board may overturn "an arbitral award when it is shown that the award is irrational or fails to draw its essence from the clear and precise provisions of the negotiated agreement or it exceeds the authority reposed in arbitrators by those conditions." This Award fails to meet this standard, and, as such, should be overturned.

Conduct by the parties under the Agreement as to other employees is evidence of the intent of the parties, as it construes the provisions of the Agreement by such conduct. An Engineer that had accepted a relocation allowance on the Claimant's territory, changing his work location from Jefferson City, Missouri to Kansas City, Missouri, D. R. Snyder (Appendix C, Exhibit G), moved to an apartment in Independence, Missouri, shown in the CMS records as Apartment 4B, 9530 E. Winner Rd., Independence, Missouri 64053 – 1651 (Appendix C, Exhibit W, at p. 5). Since this time, D. R. Snyder has moved to a new apartment, shown in the CMS records as Apartment 11, 17007 E. 24 Highway, Independence, Missouri 64056 (Appendix C, Exhibit X, at p. 1). D. R. Snyder has never been required to pay his relocation allowance.

By letter dated May 31, 2000, Engineer T. E. Bryan was sent a letter from Andrea Gansen, advising that his relocation from Bloomington, Illinois, to Fort Meyers Beach, Florida,

required repayment of his relocation allowance in the amount of $21,600.00, with a similar "agreement" for repayment attached (Appendix C, Exhibit Y, at p. 1-2). Engineer Bryan advised that his wife lived in the Florida residence, and that he lived at a residence in Tremont, Illinois, so as to qualify for the relocation allowance (Appendix C, Exhibit Y, at p. 3). Andrea Gansen advised Engineer Bryan, by letter dated June 20, 2000:

> I am in receipt of your letter postmarked June 12, 2000, referencing my May 31 letter to you regarding the relocation payment made to you under the provisions of the St. Louis Hub Implementation Agreement.
>
> Thank you for your timely response. You have demonstrated that your new residence is in Tremont, Illinois and not Florida. After reviewing the unique circumstances of your situation, the Carrier will not pursue the recollection of the relocation money.
>
> (Appendix C, Exhibit Y, at p. 4).

Engineer Bryan intended to work from his temporary residence in Tremont, Illinois, until his retirement, and move to Florida with his wife.

Engineer J. P. Sevart, working on the same territory as the Claimant, was initially denied the relocation allowance from Jefferson City to Kansas City, wherein the Carrier stated, in part:

> Your work records indicate you are permanently assigned to the RE125 pool at Jefferson City. Notwithstanding the fact you were not required to relocate to Kansas City, the documents you provided indicate you are leasing from relatives in Raytown, MO for a period of three months ending February 28, 2001. In addition the "Deed of Trust" you provided for a lot in Jefferson City is not signed and is not sufficient evidence of home ownership.
>
> (Appendix C, Exhibit Z, at p. 2).

In spite of the above, the Carrier paid J. P. Sevart, confirmed by computer check data, and Carrier correspondence, dated November 16, 2001 (Appendix C, Exhibit Z, at pp. 3-4).

The treatment of the three (3) employees referenced above, by which conduct the Carrier properly construed the "in lieu of" provisions of the Hub Agreement, supports the claim filed by M. O. Coats, requiring that Award No. 1 be overturned.

III.

CONCLUSION

The Brotherhood of Locomotive Engineers, Union Pacific Railroad – Central Region, requests that this Board accept this Petition for review and decide the issues raised herein, reversing Award No. 1.

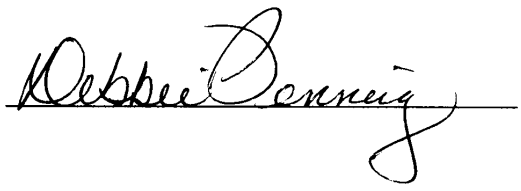
Respectfully submitted,

CHARLES R. RIGHTNOWAR
320 Brookes Drive, Suite 115
Hazelwood, MO 63042
(314) 895-5858
(314) 895-0104 (fax)

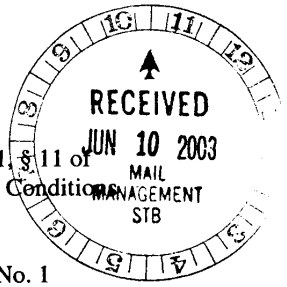
General Chairman
Brotherhood of Locomotive Engineers
Union Pacific Railroad – Central Region

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Petition to Review and accompanying appendices were served upon Applicant by mailing copies first class postage prepaid, to R. D. Rock, Director of Labor Relations, Union Pacific Railroad Company, 1416 Dodge Street, Room 323, Omaha, Nebraska 68179-0323, and John B. LaRocco, Arbitrator, 2001 H Street, Sacramento, California, 95814-3109, on this 6th day of June 2003.



ARBITRATION COMMITTEE



In the Matter of the Arbitration Between:	)	Pursuant to Article 1, § 11 of the New York Dock Conditions
BROTHERHOOD OF LOCOMOTIVE ENGINEERS,	)	Case No. 1, Award No. 1 Engineer M. O. Coats
Organization,	)	
and	)	
UNION PACIFIC RAILROAD COMPANY,	)	**OPINION AND AWARD**
Company.	)	

Hearing Date: February 6, 2003
Hearing Location: Sacramento, California
Date of Award: May 19, 2003

MEMBERS OF THE COMMITTEE

Neutral and Sole Member: John B. LaRocco

ORGANIZATION'S QUESTIONS AT ISSUE

1. Whether the Carrier may unilaterally relocate the Claimant from Kansas City, Missouri, to Jefferson City, Missouri? If not, what is the remedy?

2. Whether the Carrier may stop payment of the Reverse Held-Away-From-Home Allowance at Jefferson City, Missouri? If not, what is the remedy?

3. Whether the Carrier may recollect Relocation Allowances paid to Claimant from Claimant's Test Period Average Earnings Allowances? If not, what is the remedy?

4. Whether the Carrier may cease Reverse Lodging Allowances and Benefits? If not, what is the remedy?

5. Without waiver of the Organization's position as to any of the above, should the Carrier prevail, *arguendo,* but incorrectly, what is the proper accounting of funds recollected? If funds have been recollected improperly, or to excess, what is the remedy?

CARRIER'S QUESTIONS AT ISSUE

1. Did M. O. Coats (Claimant) actually relocate from Jefferson City, Missouri to Kansas City, Missouri, pursuant to the Kansas City Hub Implementing Agreement?

2. Is New York Dock the proper forum for this case to be adjudicated?

APPENDIX "A"

OPINION OF THE COMMITTEE

I. INTRODUCTION

The United States Surface Transportation Board (STB) approved the application of the Union Pacific Railroad Company (former UP) to control and merge with the Southern Pacific Transportation Company (SPT) and its subsidiaries. [Finance Docket 32760] One of the SPT's subsidiaries was the St. Louis South Western Railway (SSW). As a condition of the merger, the STB imposed on the merged Carrier (UP) the employee protective conditions set forth in *New York Dock Railway-Control-Brooklyn Eastern District Terminal*, 360 I.C.C. 60, 84-90 (1979); affirmed, *New York Dock Railway v. United States*, 609 F.2d 83 (2nd Cir. 1979) ("New York Dock Conditions") pursuant to the relevant enabling statute.

Subsequent to the merger, the Brotherhood of Locomotive Engineers (BLE or Organization) and the UP (Carrier) negotiated a number of implementing agreements. This dispute centers on the proper interpretation and application of provisions contained in the Kansas City Hub Merger Implementing Agreement.

At the February 6, 2003 hearing, the Organization and Carrier waived the tripartite arbitration committee set forth in Article I, § 11(a) of the New York Dock Conditions. The parties stipulated that the undersigned act as the Neutral and Sole Member of this Committee. At the Neutral Member's request, the parties waived the 45-day time limitation, specified in Article I, Section 11(c) of the New York Dock Conditions, for issuing this decision.

II. BACKGROUND AND SUMMARY OF THE FACTS

Subsequent to the merger, the Carrier and the Organization negotiated a series of merger hub implementing agreements. These arrangements created centralized terminals, called hubs, with

spokes going out to many points which were previously terminals or outlying points on the pre-merged railroads.

The Organization and the Carrier signed the Kansas City Hub Merger Implementing Agreement on July 2, 1998. The Implementing Agreement became effective on January 16, 1999. Article VII(B) of the Kansas City Hub Merger Implementing Agreement reads:

> Engineers required to relocate under this Agreement will be governed by the relocation provisions of New York Dock. In lieu of New York Dock provisions, an employee required to relocate may elect one of the following options:
>
> 1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of $10,000 upon providing proof of actual relocation.
>
> 2. Homeowners may elect to receive an "in lieu of" allowance in the amount of $20,000 upon providing proof of actual relocation.
>
> 3. Homeowners in Item 2 above who provide proof of a bona fide sale of their home at fair value at the location from which relocated shall be eligible to receive an additional allowance of $10,000.
>
>   a) This option shall expire within five (5) years from date of application for the allowance under Item 2 above.
>
>   b) Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.
>
> **NOTE:** All requests for relocation allowances must be submitted on the appropriate form.
>
> 4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after two (2) years from date of implementation of this Agreement.

5. Under no circumstances shall an engineer be permitted to receive more than one (1) "in lieu of" relocation allowance under this Implementing Agreement.

6. Engineers receiving an "in lieu of" relocation allowance pursuant to this Implementing Agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years.

Claimant is a former SSW Engineer who resided and had his home terminal at Jefferson City, Missouri. Claimant is among the engineers listed on Attachment D to the Kansas City Hub Merger Implementing Agreement.

As an Attachment D Engineer, Claimant held certain valuable, superior and prior rights to work at Jefferson City so long as he indefinitely resided at Jefferson City. Pursuant to Side Letter No. 7 and other provisions of the Kansas City Hub Merger Implementing Agreement, engineers like Claimant, could voluntarily relocate to Kansas City and collect the *in lieu of* relocation benefits described in Article VII(B). Engineers performing service in the Kansas City pool were afforded reverse lodging expenses and home away from home terminal (HAHT) privileges at Jefferson City.

On or about March 31, 2000, Claimant submitted an application for *in lieu of* relocation benefits attesting that he was moving his residence from Jefferson City to Kansas City. On the application form, Claimant checked options two and three which provided:

Option 2: I am a homeowner and accept a $20,000 allowance in lieu of New York Dock relocation benefits.

If I have accepted Option 1 or 2, I understand that I must submit "proof of actual relocation" in order to receive the "in lieu of" allowance.

Option 3: I am a homeowner and having sold my home, accept a $10,000 allowance in addition to the $20,000 allowance I shall receive under Option 2, for a total of a $30,000 allowance.

Claimant also promised that, by completing the form, he would, if his seniority permitted, remain at Kansas City for at least two years.[1]

The Carrier approved Claimant's relocation benefit application. It paid Claimant a $30,000 relocation allowance in accord with Options 2 and 3 of Article VII(B).[2]

Claimant evidently sold his home located on Indian Meadow Road in Jefferson City on or about August 14, 1998, approximately a year and a half prior to the submission of his relocation benefit application. According to Side Letter No. 14 to the Kansas City Hub Merger Implementing Agreement, an engineer was still eligible for relocation benefits even if he sold his home prior to the actual implementation of the merger provided the residence sale occurred after the date (July 2, 1998) of the signing of the Kansas City Hub Merger Implementing Agreement. When he received relocation benefits, Claimant owned a residence on County Road 490 in New Bloomfield, Missouri, a town about 11 miles from Jefferson City.[3]

On April 5, 2000, Claimant signed a six-month lease for an apartment located on East 28th Terrace in Independence, Missouri, a city within the Kansas City metropolitan area. The lease term started on May 5, 2000. Claimant asserted that he occupied the apartment without commuting between Independence and New Bloomfield. Claimant submitted copies of paid utility bills from the City of Independence. Claimant vacated the apartment on October 31, 2000.

By correspondence dated June 2, 2000, the Carrier demanded that Claimant repay the $30,000 relocation allowance on the grounds that an audit of Carrier records revealed that Claimant

---

[1] **The two-year minimum relocation period is set forth in Article VII(B)(6) of the Kansas City Hub Merger Implementing Agreement.**

[2] **The Carrier paid Claimant a net amount.**

[3] **The record does not reveal when Claimant purchased this property.**

did not truly relocate from Jefferson City to Kansas City. The pertinent portion of the Carrier's June 2, 2000 letter reads:

> Carrier records indicate that you did not relocate to Kansas City. Instead, you have relocated back to the Jefferson City vicinity. The relocation allowance was not intended to be paid for employees who were not truly relocating their residence to Kansas City. As you have failed to comply with the conditions under which you were granted the relocation allowance, I have enclosed a repayment agreement for you to repay the net amount of $20,700.00 as you have failed to relocate in accordance with the agreement. Due to this, your payment of reverse held-away benefits will cease immediately.[4]

Claimant responded to the Carrier's demand for repayment of the relocation allowance by letter dated June 12, 2000, contending that the demand was an "error." Claimant wrote:

> I would like to know which Carrier records indicate that I did not relocate to Kansas City per the provisions of the Kansas City Hub. I furnished your office with a signed lease on an apartment in Kansas City along with my relocation request. The lease is a valid document as per the provisions of the Kansas City Hub agreement. It was for a period of six months and renewable thereafter. I received payment denoted in your letter on April 27, 2000, and my lease period began on May 15, 2000.[5]
>
> * * * *
>
> It was my intent to totally relocate to Kansas City in the future. However, I could not complete this move totally within the prescribed two-year period denoted in the "in lieu of" section pertaining to relocation allowance due to the above.

On June 14, 2000, the Carrier sent a second letter to Claimant asserting that his telephone number on record with the Carrier had a 573 area code which is the area code for Jefferson City. The

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[4] The Director of Labor Relations, who wrote the demand letter, did not explain how the net amount was calculated but, presumably, the Carrier had withheld some funds for tax purposes.

[5] The record is unclear whether the lease term began on May 5 or May 15 but the 10-day discrepancy is immaterial.

Carrier also charged that renting an apartment at Kansas City and commuting to and from New Bloomfield did not constitute a relocation.

In a letter dated June 17, 2000, Claimant denied that he was commuting between New Bloomfield and Kansas City. He also asserted that his telephone numbers were irrelevant to determining whether or not he had moved to Kansas City. Nonetheless, Claimant intimated that the telephone number was for a cellular telephone.

In a June 26, 2000 letter to Claimant, the Carrier alleged that the telephone number was a land line to Bloomfield Hills. The Carrier pointed out that Claimant had written at least one of his prior letters on letterhead containing both his New Bloomfield address and his Independence address. Moreover, the Carrier specified that the return address on Claimant's envelope was his New Bloomfield address. In the final paragraph of the June 26, 2000 letter, the Carrier wrote:

> As delineated above, I must find that you violated the terms of your relocation agreement and the hub agreement. As a result, your job will remain headquartered at Jefferson City. Furthermore, you should note that this situation has its genesis in the New York Dock Conditions and the hub agreement. Therefore, should you wish to pursue this matter, the proper forum for resolution of this issue is New York Dock arbitration.

On July 19, 2000, Claimant again wrote a letter to the Carrier with letterhead bearing his New Bloomfield address, and immediately below, his Independence address. In the letter, Claimant stated that his primary telephone number was different than the number specified in the Carrier's June 14, 2000 correspondence. Claimant also declared that the Carrier could not prohibit him from continuing to have an address in Jefferson City as well as an address in the Kansas City area. Claimant charged that the Carrier was unilaterally attempting to move his home terminal from

Kansas City to Jefferson City in violation of several Agreements. In one paragraph of his July 19, 2000 letter, Claimant wrote:

> As stated in previous correspondence to your office, I still represent Engineers on this property and maintain numerous files regarding this representation as well as an office and office equipment at 3017 County Road 490 New Bloomfield, MO. 65063. I receive correspondence, not only from your office but also the BLE and various BLE Representatives around the country at this address. Being able to maintain this office until such time as I can complete my move to the Kansas City area makes my job as BLE Representative much easier. That is why I am grateful that your office continues to send correspondence regarding these Union matters to said address. Until such time as I can complete my move to Kansas City (which you are making unduly difficult) I will continue to send and receive said BLE and Labor Relations correspondence from said address.

In an August 3, 2000 letter, the Carrier reiterated that Claimant's home telephone number in New Bloomfield was his telephone number of record with the Carrier. The Director of Labor Relations again asserted that the dispute between the Carrier and Claimant was governed by the New York Dock Conditions. More specifically, the Director of Labor Relations wrote:

> This matter is clearly governed by the dispute resolution mechanisms of the New York Dock Conditions. The entirety of your relocation and allowance has its genesis in the Hub Agreement created due to the Surface Transportation Board's decision in Finance Docket 32760, which applied New York Dock Conditions to the Union Pacific/Southern Pacific merger.

Thereafter, the Carrier commenced a setoff against Claimant's test period earnings to recoup the monies that, according to the Carrier, it had improperly paid Claimant. In the Carrier's view, Claimant had never relocated from Jefferson City to Kansas City.

Claimant submitted into the record 401(k) plan statements that the Carrier mailed to him at his Independence address. Claimant also submitted the dates and times that the Carrier purportedly

deprived him of HAHT pay. Claimant seeks reimbursement of $12,129.29 covering the period from June 4, 2000 through January 11, 2001.

On or about July 15, 2002, Claimant requested an accounting regarding the amounts that the Carrier had deducted from his test period average earnings for recollection of the *in lieu of* relocation allowance. On August 5, 2002, the Carrier sent Claimant a spread sheet showing an original balance due of $28,245.40 as of June 2000 and a balance due of $4,472.44 as of May 2002 with amounts it had recovered during the intervening months.

Claimant is presently assigned to Jefferson City and is evidently receiving away from home terminal time and pay when he is ensconced at Kansas City on pool turns.

III. THE POSITIONS OF THE PARTIES

A. The Organization's Position

The Carrier wrongly reclaimed *in lieu of* relocation benefits from Claimant even though he relocated from Jefferson City to Kansas City. Claimant tendered irrefutable evidence that he sold his home in Jefferson City. The Carrier improperly attempted to unilaterally relocate Claimant from Kansas City back to the Jefferson City which denigrates Claimant's right to make the voluntary move to Kansas City pursuant to the Kansas City Hub Merger Implementing Agreement.

Claimant actually relocated from Jefferson City to Kansas City. Claimant not only sold his Jefferson City home but he entered into an apartment lease at Independence, Missouri. Claimant occupied the apartment since he used and paid for utilities.

Claimant made a very important decision. He forewent valuable employment rights to move to the Kansas City Hub. Claimant would not lightly decide to leave Jefferson City. It logically

follows that Claimant must have wanted to genuinely move to Kansas City otherwise, he would not have surrendered the special rights afforded to Claimant and other Jefferson City engineers.

Employees are not barred from having multiple residences. Engineers may relocate to Kansas City and keep their homes in Jefferson City by selecting Option 2 of Article VII(B). The parties contemplated that engineers could maintain homes in Jefferson City and still relocate their residences to Kansas City. Thus, Claimant could own property in New Bloomfield while he resided in Independence.

The Organization submits that Claimant was the victim of disparate treatment. The Organization proffered evidence that another Jefferson City engineer received a relocation allowance for moving from Jefferson City to Kansas City even though the engineer did not purchase a home at Kansas City. The Organization presented another example of an engineer who moved to a new work location in Illinois and the Carrier allowed this engineer to keep his relocation allowance even though his wife resided in a Florida home. Last, the Organization identified a conductor who moved from Jefferson City to Kansas City. Although the Carrier initially denied the conductor an *in lieu of* relocation allowance, it eventually paid the benefit to the conductor because he signed a three-month lease for living at Kansas City, one-half the duration of Claimant's lease.

In response to the Carrier's argument that this dispute is not properly before a New York Dock Arbitration Committee, the Organization argues that the Carrier is estopped from asserting that this Committee lacks jurisdiction over the claim given the Director of Labor Relations declarations in her letters to Claimant that the dispute was governed by the New York Dock Conditions. In addition, the Organization avers that the *in lieu of* relocation benefits grow out of the New York

Dock Conditions and are found in a merger implementing agreement. Any controversy about the benefits are within the jurisdiction of this Committee.

B. The Carrier's Position

The Carrier contends that an Arbitration Committee formed under the New York Dock Conditions is not the proper forum for adjudicating this dispute. The *in lieu of* relocation benefits in the Kansas City Hub Merger Implementing Agreement supersede the New York Dock provisions for moving expenses and real estate losses. Therefore, when an engineer elects the *in lieu of* relocation allowance, the option is a benefit outside the ambit of the New York Dock Conditions. Although the Carrier's Director of Labor Relations initially stated that the dispute might be subject to the New York Dock Conditions, later correspondence on the property shows that the Carrier properly took the position that a New York Dock Arbitration Committee cannot resolve disputes involving *in lieu of* relocation payments to engineers. In sum, this Committee lacks authority to decide this claim.

Claimant did not actually relocate from Jefferson City to Kansas City and so, he was not entitled to *in lieu of* relocation benefits. To be entitled to those benefits, Claimant must have permanently changed his place of residence. Claimant rented an apartment in the Kansas City area but he did not really relocate. After receiving the relocation allowance, Claimant quickly retreated to his home in New Bloomfield near Jefferson City. In his correspondence dated June 12, Claimant admitted that he had not relocated to Kansas City. Claimant only asserted, without any support, that he would relocate to Kansas City at some time in the future. By his own writings, Claimant conceded that he did not truly move his residence to Kansas City. Also, Claimant merely established

a mailing address at Independence. He still listed his New Bloomfield home telephone number, with area code 573, as his main telephone number, of record with the Carrier.

Since Claimant did not relocate from Jefferson City to Kansas City, the Carrier properly recouped the allowance by withholding monies from his test period average earnings. The Carrier accounted for these deductions in August, 2002. Moreover, the Carrier properly ceased paying Claimant's HAHT at Jefferson City because Claimant never moved from Jefferson City to Kansas City.

IV. DISCUSSION

The *in lieu of* relocation allowances are a direct substitute for the benefits that engineers are otherwise entitled to receive under the New York Dock Conditions. [*See Article I, Sections 9 and 12 of the New York Dock Conditions.*] Stated differently, the parties negotiated the *in lieu of* provisions predicated on the compulsion contained in the New York Dock Conditions, that engineers are entitled to protection from certain real estate losses and moving expenses. The *in lieu of* relocation benefits are a natural outgrowth of the benefits in the New York Dock Conditions. The *in lieu of* allowances are simply designed to streamline the administration of the moving and home benefits having their genesis in the New York Dock Conditions. [*Transportation Communications International Union and Kansas City Southern Railway*, NYD § 11 Arb. (Muessig, 2000).] Therefore, this Committee has jurisdiction over the instant dispute.

To conclusively effect a relocation from an employee's old work point to the employee's new work point, the employee must actually move from the old work point to the new work point and then evince the present intent to maintain the employee's principal and permanent place of residence at the new work location. [*Special Board of Adjustment: Allied Services Division,*

Transportation•Communications International Union and Union Pacific Railroad Company (Suntrup, 2000).] The Special Board of Adjustment enumerated several factors that are used to determine whether an employee truly relocates and intends to establish a permanent residence at the new work location including: where the family resides; registration of personal property; what ties the employee has to the community; what payments the employee makes to vendors in the community; and, whether the employee commutes to the new work location. In a philosophical sense, the Board aptly observed that home is where the employee's heart resides. Whether an employee has relocated and permanently resides at the employee's new work location must be decided on a case-by-case basis by examining the surrounding circumstances.

In this case, Claimant admitted, in two of his letters, that he did not actually relocate from Jefferson City to Kansas City. In his June 12, 2000 letter, Claimant wrote that he planned to relocate to Kansas City in the future. To be eligible for the relocation allowance, an engineer must physically move to Kansas City with the present intent to reside there permanently. Moreover, in the same letter, Claimant admitted that he did ". . . not complete this move . . ." which is an acknowledgment that he never left Jefferson City. Indeed, Claimant's telephone number of record with the Carrier coincided with the area code for Jefferson City. Even though Claimant received some other items at his Independence address, Claimant left his New Bloomfield telephone number as the paramount number for reaching him which confirms his intent to keep his residence at New Bloomfield. Paying utilities at Independence is only a modicum of evidence of a relocation since renting an apartment entails some utility charges. Claimant did not submit other documents, such as a driver's license having the Independence address, which would is more probative towards proving a relocation than utility bills.

In his correspondence dated July 19, 2000, Claimant conceded that he kept an office, which is a very important attachment to the Jefferson City area, at his New Bloomfield address ". . . until such time as I can complete my move to the Kansas City area . . . .." Claimant's statement demonstrates that he had not yet moved to Kansas City even though he had received the relocation allowance. Moving his office to Kansas City would have showed substantial ties to his new work location. Conversely, by keeping the office in Jefferson City, Claimant manifested an intent to maintain his residence at Jefferson City.

In sum, based on Claimant's admission, as corroborated by Carrier records, this Committee finds that Claimant did not relocate from Jefferson City to Kansas City. Inasmuch as Claimant never moved, he could not possibly have had the intent to establish a primary and permanent residence at Independence.

This Committee observes that engineers need not sell their homes in Jefferson City. They are not barred from owning multiple parcels of real property, including parcels in both Kansas City and Jefferson City. This Committee merely emphasizes that to be eligible for the *in lieu of* relocation benefits, the engineer must actually move from Jefferson City to Kansas City with the present intent to maintain a permanent residence at Kansas City for a minimum, seniority permitting, of two years. If an engineer from Jefferson City relocates to Kansas City and then maintains his principal place of residence at Kansas City, the engineer may continue to own whatever real estate the engineer so desires in the Jefferson City area, including the home in which he resided prior to the relocation.

Next, the Committee concludes that Claimant was not the victim of disparate treatment. The examples raised by the Organization are distinguishable from Claimant's situation. The engineer who maintained a second home in Florida for his wife was a unique circumstance but nonetheless,

the engineer proved, with sufficient evidence, that he maintained his primary and permanent residence in Illinois. The other engineer and conductor who relocated from Jefferson City to Kansas City may or may not have been properly entitled to *in lieu of* relocation allowances.[6] We merely find insufficient evidence in the record that the facts surrounding their relocations precisely mirrored Claimant's situation. Moreover, one or two isolated instances where the Carrier failed to recoup improperly paid relocation allowances does not constitute a past practice permitting all engineers to keep monies that were improperly paid to them.

While the issue of Claimant's continuing status is not directly before this Committee, we simply observe that the Carrier should realize that there may be ramifications flowing from the Carrier's decision to treat Claimant like he never relocated, i.e., Claimant remains as a Jefferson City engineer. The Committee is confident that the parties understand these potential ramifications.

On or about August 5, 2002, the Carrier provided Claimant with a spread sheet delineating certain deductions from his test period earnings and an original balance due of $28,245.40. While the spread sheet shows a series of deductions, the Carrier did not state a source for its figures or adequately explain the interaction between the original payment, the net amount due and amounts originally withheld for taxes. Also, from Claimant's perspective, there may be tax consequences arising out of the recollection or changes in taxation for the year in which Claimant received the allowance. Since the Carrier recouped the improperly paid allowance without a repayment agreement, the Carrier must give a fuller accounting of the balance due, the amounts deducted and any known tax consequences including the sources and calculations underlying these figures.

---

[6] **The Committee does not express any opinion as to whether the Carrier properly paid them *in lieu of* relocation allowances.**

Therefore, this Committee will direct the Carrier to provide Claimant with a full and complete accounting concerning the Carrier's recoupment of the relocation benefits.

AWARD AND ORDER

ORGANIZATION'S QUESTION AT ISSUE NO. 1

Whether the Carrier may unilaterally relocate the Claimant from Kansas City, Missouri, to Jefferson City, Missouri? If not, what is the remedy?

ANSWER TO THE ORGANIZATION'S QUESTION AT ISSUE NO. 1

The Carrier properly recouped the *in lieu of* relocation allowance from Claimant. It must provide Claimant with a full and complete accounting within 60 days of the date stated below.

* * * *

ORGANIZATION'S QUESTION AT ISSUE NO. 2

Whether the Carrier may stop payment of the Reverse Held-Away-From-Home Allowance at Jefferson City, Missouri? If not, what is the remedy?

ANSWER TO THE ORGANIZATION'S QUESTION AT ISSUE NO. 2

The Committee observes that the Carrier should realize that there may be ramifications from its decision to recoup the relocation allowance effectively keeping Claimant assigned at Jefferson City.

* * * *

ORGANIZATION'S QUESTION AT ISSUE NO. 3

Whether the Carrier may recollect Relocation Allowances paid to Claimant from Claimant's Test Period Average Earnings Allowances? If not, what is the remedy?

ANSWER TO THE ORGANIZATION'S QUESTION AT ISSUE NO. 3

The Carrier properly recouped the *in lieu of* relocation allowance from Claimant provided the Carrier provides Claimant with a full and complete accounting within 60 days of the date stated below.

* * * *

ORGANIZATION'S QUESTION AT ISSUE NO. 4

Whether the Carrier may cease Reverse Lodging Allowances and Benefits? If not, what is the remedy?

ANSWER TO THE ORGANIZATION'S QUESTION AT ISSUE NO. 4

The Committee observes that the Carrier should realize that there may be ramifications from its decision to recoup the relocation allowance effectively keeping Claimant assigned at Jefferson City.

* * * *

ORGANIZATION'S QUESTION AT ISSUE NO. 5

Without waiver of the Organization's position as to any of the above, should the Carrier prevail, *arguendo,* but incorrectly, what is the proper accounting of funds recollected? If funds have been recollected improperly, or to excess, what is the remedy?

ANSWER TO THE ORGANIZATION'S QUESTION AT ISSUE NO. 5

The Carrier properly recouped relocation benefits from Claimant. It must provide Claimant with a full and complete accounting within 60 days of the date stated below.

* * * *

CARRIER'S QUESTION AT ISSUE NO. 1

Did M. O. Coats (Claimant) actually relocate from Jefferson City, Missouri to Kansas City, Missouri, pursuant to the Kansas City Hub Implementing Agreement?

ANSWER TO THE CARRIER'S QUESTION AT ISSUE NO. 1

No. Claimant did not actually relocate to from Jefferson City to Kansas City pursuant to the requirements set forth in the Kansas City Hub Merger Implementing Agreement.

* * * *

CARRIER'S QUESTION AT ISSUE NO. 2

Is New York Dock the proper forum for this case to be adjudicated?

ANSWER TO THE CARRIER'S QUESTION AT ISSUE NO. 2

Yes. This New York Dock Arbitration Committee has jurisdiction to adjudicate this dispute.

This Committee retains jurisdiction over this dispute for a period of one year from the date stated below to resolve any dispute about the interpretation or application of its decision herein; provided, the parties may mutually agree to extend the Committee's retention of jurisdiction beyond the one year period.

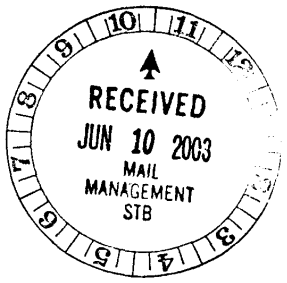
Dated: May 19, 2003

John B. LaRocco
Neutral and Sole Member

Case No.: M. O. Coats
Carrier File: 110.61 - 326 - 20

NEW YORK DOCK

ARBITRATION



CARRIER'S SUBMISSION

IN THE MATTER OF ARBITRATION

between

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

and the

UNION PACIFIC RAILROAD COMPANY

* * * * *

STATEMENT OF CLAIM:

"Claim of Engineer M. O. Coats for in lieu of lump sum relocation benefits outlined in Article VII of the Kansas City Hub Implementing Agreement."

CARRIER'S STATEMENT OF FACTS:

This case involves a claim in behalf of Engineer M. O. Coats (Claimant) for relocation benefits, alleging he actually relocated from Jefferson City, Missouri to Kansas City, Missouri in connection with the Kansas City Hub Implementing Agreement.

Claimant submitted a "Hub Relocation Benefit Application" dated March 31, 2000 claiming Option 2 and 3:

> *"Option 2: I am a homeowner and accept a $20,000 allowance in lieu of New York Dock relocation benefits.*
>
> *"If I have accepted Option 1 or 2, I understand that I must submit 'proof of actual relocation' in order to receive the 'in lieu of' allowance.*
>
> *"Option 3: I am a homeowner and having sold my home, accept a $10,000 allowance in addition to the $20,000 allowance I shall receive under Option 2, for a total of a $30,000 allowance.*

A copy of the Relocation Benefit Application and supporting documents including a Lease Agreement is attached hereto and marked **Carrier's Exhibit " A"**.

Shortly thereafter, Claimant was compensated the $30,000.00 as claimed. Later, an audit was conducted wherein it was discovered Claimant was not residing in Kansas City but had actually relocated back in the vicinity of Jefferson City, Missouri.

By letter dated June 2, 2000, Asst. Director - Labor Relations, Andrea Gensen advised Claimant he had failed to meet the requirements for "in lieu of" relocation

benefits as set forth under the Kansas City Hub Implementing Agreement. Ms. Gensen stated in part:

> *"...Carrier records indicate that you did not relocate to Kansas City. Instead, you have relocated back to the Jefferson City vicinity. The relocation allowance was not intended to be paid for employees who were not truly relocated their residence to Kansas City..."*

A copy of Ms. Gensen's June 2, 2000 letter is attached hereto and marked **Carrier's Exhibit "B"**.

By letter dated June 12, 2000, Claimant responded to Ms. Gensen's June 2nd letter stating in part:

> *"It was my **intent to totally relocate to Kansas City in the future**. However, I could not complete this move totally within the prescribed two-year period denoted in the 'in lieu of' section pertaining to relocation allowance due to the above."* (emphasis added)

A copy of Claimant's letter of June 12, 2000 is attached hereto and marked **Carrier's Exhibit "C"**.

Ms. Gansen responded to Claimant on June 14, 2000 further explaining the relocation provisions under the Hub Agreement. Ms. Gensen stated in part:

> *"The Carrier records that indicate that you have not relocated to Kansas City include the fact that your home phone number remains in the 573 area code, which is for the Jefferson City area, not Kansas City nor Independence. The issue is not that you are renting at Kansas City rather than purchasing a house. Rental of a home or apartment is sufficient when all other aspects of residence are also present. However, given the fact that you still receive your phone calls at New Bloomfield, I cannot agree that you have fulfilled your obligation to make Kansas City you residence. In line with arbitral precedent, renting an apartment and*

commuting to one's home in another location is not sufficient proof that a residence has been established in the new location. It has been demonstrated that you intend 3017 County Road 490, New Bloomfield as your principal place of residence. Therefore, you cannot be said to have changed your place of residence pursuant to the terms and conditions of the Kansas City Hub Agreement. For your review, I have enclosed an arbitration award that clearly supports the Carrier's position in this matter."

A copy of Ms. Gensen's June 14, 2000 letter is attached hereto and marked **Carrier's Exhibit "D"**.

This claim has been handled on the property and has been declined by the highest designated officer to receive same and is now before this Board for adjudication.

Correspondence between the parties relative to this dispute are attached hereto and marked as **Carrier's Exhibit "E"** through **"Z-8"**.

CARRIER'S STATEMENT OF ISSUES:

(A) Did M. O. Coats (Claimant) actually relocate from Jefferson City, Missouri. to Kansas City, Missouri, pursuant to the Kansas City Hub Implementing Agreement?

(B) Is New York Dock the proper forum for this case to be adjudicated?

POSITION OF THE CARRIER:

Claimant did not "actually relocate" from Jefferson City to Kansas City .

In order for Claimant to be entitled to relocation benefits he must meet the following conditions.

(1) Relocate in order to hold a position as a result of the merger.

(2) Have a reporting point further than his old reporting point and at least 30 miles between the current home and the new reporting point and at least 30 miles between reporting points.

(3) Change his place of residence.

If Claimant's contention to (3) is correct, then he would be eligible for the relocation allowance in accordance with Article VII of the Kansas City Hub Implementing Agreement.

Article VIII of the Kansas City Hub Implementing Agreement reads in part:

> *"Engineers required to relocate under this Agreement will be governed by the provisions of New York Dock. In lieu of New York Dock provisions, an employee required to relocate may elect one of the following options:*

In addition Q & A.1, Section B reads:

> *"Q.1. Who is required to relocate and is thus eligible for the allowance?*
> *A.1. An engineer who can no longer hold a position at his location and must relocate to hold a position as a result of the merger. This excludes engineers who are borrow outs for forced to a location and release."*

A copy of the Kansas City Hub Agreement is attached hereto and marked **Carrier's Exhibit "Z-9"**.

Claimant did not relocate to Kansas City, but conveniently rented an apartment in order to reap the $30,000.00 relocation benefit. Once he received the relocation

allowance, he simply changed his residence to 3017 County Road 410, New Bloomfield, Missouri. New Bloomfield which is approximately 11 miles from Jefferson City, Missouri.

The clear and unambiguous language of the Agreement dictates that the relocation allowance is only afforded to employees who are required and actually relocate to the new reporting location.

Claimant's statement, *"It was my intent to totally relocate to Kansas City in the future"*, fully supports the Carrier's position that Claimant did not relocate.[1]

The Organization argues that Claimant is not required to rent or purchase a residence at his new reporting location. This is a feeble attempt to lend credence to this claim. By letter dated August 10, 2000, BLE General Chairman Rightnowar states:

> *"Since M. O. Coats has accepted the relocation allowance, his primary residence is at his home terminal, Kansas City, whether or not he rents or purchases a residence at that location.*
>
> *"The Carrier has no right to reimbursement of the relocation allowance, nor does the Carrier have the right to stop payment on reverse held away from home terminal arbitrary payments."*

A copy of Mr. Rightnowar's August 10, 2000 letter is attached hereto and marked **Carrier's Exhibit "J"**.

[1] **Carrier's Exhibit "C"**

During the Kansas City Hub negotiations, the issue of moving Jefferson City Engineers to Kansas City was a major concern for the Employees. Accordingly, the Carrier understood the Employees' concerns and agreed to eliminate Jefferson City through attrition. Each Engineer was given the option of remaining in Jefferson City or relocating to Kansas City. Engineers electing not to relocate to Kansas City would retain Jefferson City as their Home Terminal.[2]

If the framers of the Kansas City Hub Agreement had intended to pay engineers $10,000 to $30,000 for moving their home terminal from Jefferson City to Kansas City without requiring the employee to relocate they would have written it as such. Instead, the Agreement provides for a relocation allowance if required to relocate.[3]

This issue of what does a relocation mean has been addressed in numerous arbitration awards. In Special Board of Arbitration - NYD-217 Interpretation Case 1 between Union Pacific Railroad and Allied Services Division Transportation Communication Union, Arbitrator Edward L. Suntrup wrote:

> *"But, according to the Carrier, the question then becomes the following: What does a change of residence mean?*
>
> *"To answer this question the Carrier references arbitral precedent in this industry as follows:*
>
> > *"Award 220 of Special Agreement Board off the former CN&W concluded, in 1992, the change of residence can be determined by whether such change was 'temporary' or 'permanent', and by looking at the '...intention of the*

[2] Side Letter 7, found on page 39 of **Carrier's Exhibit "Z-9"**.

[3] Article VII.B, found on page 23 of **Carrier's Exhibit "Z-9"**.

transferred employee...'. That Award concluded, in citing also earlier Award 210 of that same Board, that if there is sufficient evidence that the change in residence was temporary, then moving benefits should not be paid.

"Award 18 of PLB 3399 off the SP also addresses the question of change of residence. It concludes, after citing the '...reputable authority...' of earlier Award 219 of PLB 1186, and of PLB 3096, that '...temporary commuting arrangements...' do not qualify as a change of residence. According to Award 18 of PLB 3389, '...renting a motel room for a few weeks...' would not '...support a claim for a transfer allowance...' under the Agreement at bar in that case.

"Along these same lines, Award 17 of PLB 4561, which was issued in 1992 and which was also off the UP, concluded that several rental checks are insufficient proof of a... 'change of residence...'. In Award 16 of that same Board the referee concluded that proof of purchase of a residence (assuming it was a bona fide transaction) is sufficient to show a change of residence and is sufficient for the Claimant, in this latter case, to have been eligible for relocation benefits.

"Award 7 of PLB 3096 held, in denying relocation benefits in that case, that '...a person establishes a residence when she or he takes all the overt measures that express an intent to establish a permanent home...' and that renting an apartment and commuting to one's home in another location is not sufficient proof that a residence has been established in the new location.

"Award 1 of PLB 4792, also off the ICG as was Award 7 of PLB 3096 cited in the immediate foregoing, concluded that if an employee physically moves to a new location, but '...with intent to maintain their principal place of residence at the original home...', such employee cannot be said to have changed their place of residence. This same Board also denied relocation benefits in Award 2 because the employee could not show that he ever intended to change his place of residence.

"In conclusion, after citing these Awards, the Carrier argues as follows:

'NYD-217 requires an employee to change their place of residence in order to be eligible for the moving benefits found therein. Merely 'pretending' to change one's place of residence does not grant the relocation benefits provided by the Agreement. If it had been the intent of the parties to allow moving benefits for these employees who temporarily change their place of residence, there would have been no

need to give homeowners a higher level of benefits than those benefits granted to renters. Homeowners certainly would not have incurred greater expenses in moving to a location for several months than renters.. It is the Carrier's position that each of the seven (7) Claimants in this case failed to demonstrate that they changed their place of residence... (after they exercised seniority to Hearne, Texas from their prior work points)'."

A copy of Special Board of Arbitration Case 1 is attached hereto and marked **Carrier's Exhibit "Z-10"**.

The unifying principle that emerges from the above award is that, employees not permanently relocating to their new reporting location are not eligible for relocation provisions of New York Dock or "in lieu" of New York Dock relocation allowance.

A BOARD ESTABLISHED UNDER THE PROVISIONS OF NEW YORK DOCK IS NOT THE PROPER FORUM FOR THIS CASE TO BE ADJUDICATED

Over the objection of the Carrier, the Organization pursued this claim to arbitration based on the fact that the STB imposed the New York Dock Conditions adopted by the ICC in Finance Docket No. 28220, 360.ICC60.

However, the facts of this claim and the specific language of the Kansas City Implementing Agreement does not support the conclusion.

Article VIII, Section B of the Kansas City Hub specifies how relocation will be handled. The language clearly states that *"engineers required to relocate under this Agreement will be governed by the relocation provisions of New York Dock."* Based on

this language, New York Dock Condition prevail. However, the next sentence read as follows;

> *"In lieu of New York Dock provisions, an employee required to relocate may elect one of the following options..."*
> (emphasis added)

The Agreement allows employees to select New York Dock relocation benefits, if they desire. The Agreement also permitted engineers to accept an option outside the provisions of New York Dock. Once this *"in lieu of"* allowance was elected, the other condition involving New York Dock did not apply.

The Carrier's position is consistent with other BLE General Committees of Adjustment throughout the System. Attached for this Board's review (**Carrier's Exhibit "Z-11"**) is an E-mail from BLE General Chairman Dan W. Hannah advising that relocation disputes would be listed to SBA 180. Referee Dana Eischen agreed to take the cases under the *"in lieu of"* provision of the Hub Agreement. Their relocation language is identical to the language found in the Kansas City Hub Implementing Agreement.

Additionally, the Carrier's position is found in the position of former BLE International President Edward Dubroshi's letter to the Director of Arbitration Service, Roland Watkins, involving a non-New York Dock dispute.

In his letter of February 23, 2000, Mr. Dubroshi stated:

"The parties should not be allowed to conduct what should be negotiations under Section 6 of the Railway Labor Act as an orchestrated 'dispute' under the guise of New York Dock."

A copy of BLE President Dubroshi's February 23, 2000 letter is attached hereto and marked as **Carrier's Exhibit "Z-12"**.

It is apparent the Organization is erratic in what is New York Dock and what is not. However, the expressed statements of the former BLE International President and the action of other BLE General Committees, clearly show this is not a New York Dock dispute.

It is the Carrier's position this claim is improperly before this Board and should be dismissed.

CONCLUSION:

Based on the foregoing, the claim presented should be denied. Claimant did not relocate to Kansas City thus he did not meet the terms and conditions for *"in lieu"* of New York Dock Relocation as interpreted in conformity with the eight (8) Awards cited herein inevitably leads to denial of the instant case. Moreover, this claim is based on *"in lieu"* of New York Dock relocation provisions, therefore this is not the proper forum for this case to be adjudicated. In summary, there is no basis for payment of the claim presented.

All of the above, in substance, has been discussed with the Organization during the handling of this dispute on the property.

Respectfully submitted,

R. D. Rock
Director - Labor Relations
1416 Dodge St. - Room 332
Omaha NE 68179

January 20, 2003

APR 17 2000
J.W. SCHADE

John -
OK to pay
$30,000
4/17/00

HUB RELOCATION BENEFITS APPLICATION

(Kansas City Hub)
(Applicant Insert Name of Appropriate Hub)

Please accept this as my application for relocation benefits as set forth in the above referenced Article VII (B) Merger Implementing Agreement. I understand that my election herein is in lieu of actual relocation benefits provided under New York Dock. This election must be exercised within two (2) years from the date of implementation of this Agreement. (Except that Option 3 shall expire within five (5) years from implementation). Please check one of the following three options:

☐ Option 1: I am a non-owner and accept a $10,000 allowance in lieu of New York Dock relocation benefits

☑ Option 2: I am a homeowner and accept a $20,000 allowance in lieu of New York Dock relocation benefits.

$30,000 OK

If I have accepted Option 1 or 2, I understand that I must submit "proof of actual relocation" in order to receive the "in lieu of" allowance.

☑ Option 3: I am a homeowner and having sold my home, accept a $10,000 allowance in addition to the $20,000 allowance I shall receive under Option 2, for a total of a $30,000 allowance.

99626
2448

If I have accepted Option 3, I understand that I must not only submit "proof of actual relocation" but in addition I must provide "proof of a bona fide sale" of my home at fair value in the form of sale documents, deeds, and filings of these documents with the appropriate agency in order to receive the "in lieu of" allowance.

BLE-E

In addition, I understand that in accepting any of the three options above, I will be required to remain at the new location, seniority permitting, for a period of two (2) years. Please fax or send this completed form to J. E. Cvetas, Manager-Labor Relations Program Administration, 1416 Dodge Street, Room 332, Omaha, NE 68179; fax (402)271-2463. Mr. Cvetas can also be reached by phone at (402)271-4577.

NAME Michael O. Coats SSN 490-56-9764

SIGNATURE Michael O. Coats

CRAFT Locomotive Engineer

DATE 3/31/00

OLD WORK LOCATION Jefferson City NEW WORK LOCATION Kansas City MO-024

A:\RELAPPL.SAB(1)

CARRIER'S EXHIBIT 5
PAGE 1 OF 19

LABOR RELATIONS
UNION PACIFIC RAILROAD
1416 DODGE ST., RM. 323
OMAHA, NEBRASKA 68179

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Mike Coats, Vice General Chairman
Local Chairman, Division 609
3017 County Road 490
New Bloomfield, MO 65063
(573) 295-4811
Fax (573) 295-4942

REC'D
APR 1 8 2000
Labor Relations

April 5, 2000

Andrea Gansen, Director
Labor Relations, Union Pacific Railroad
1416 Dodge Street
Omaha, Nebraska 68179

Reference: Relocation allowance for Michael O. Coats (490-56-9764) pursuant to the Kansas City Hub Agreement.

Andrea,

It has come to my attention that you might need something more supportive for the sale of my residence than just a Deed Of Trust. Find enclosed settlement papers denoting price, etc. for the sale of my residence. Thanks again for your attention to my request.

Sincerely,

Michael Coats

Michael Coats

233878

CARRIER'S EXHIBIT A
PAGE 2 OF 19

A. SETTLEMENT STATEMENT

U.S. Department of Housing and Urban Development

OMB No. 2502-0265 (Exp. 02-28-97)

B. Type of Loan	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
1. ☐ FHA 2. ☐ FmHA 3. ☒ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.	BRYAN, ERIC J	0110461733	

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
ERIC J BRYAN LESLIE M BRYAN 242 INDIAN MEADOW JEFFERSON CITY, MO 65101		CENTRAL TRUST BANK 131 EAST MILLER STREET JEFFERSON CITY, MO 65101

G. Property Location	H. Settlement Agent	
242 INDIAN MEADOW JEFFERSON CITY, MO 65101	The Central Trust Bank Place of Settlement: 131 East Miller Street, Jefferson City, MO 65101	I. Settlement Date: 09/02/98

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		**400. Gross Amount Due To Seller**	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,983.16	403.	
104.		404.	
105 Existing Liens	78,128.65	405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. P/O CITY NATIONAL		409.	
110. $66109.48		410.	
111. P/O COMMERCIAL CREDIT		411.	
112. $12019.17		412.	
120. Gross Amount Due From Borrower	80,111.81	**420. Gross Amount Due To Seller**	
200. Amounts Paid By Or In Behalf Of Borrower		**500. Reductions In Amount Due To Seller**	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	77,400.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Other Financing		504. Payoff of first mortgage loan	
205. Other Equity		505. Payoff of second mortgage loan	
206. Costs Paid by Seller		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	

CARRIER'S EXHIBIT 4
PAGE 3 OF 19

[redacted]

GENERAL WARRANTY DEED

This Indenture, Made on the 8th day of January A.D. 19 [illegible]

by and between JOHN BACKUES AND SHELBA BACKUES, HUSBAND AND WIFE

of the County of COLE, in the State of Missouri, part ies of the First Part, and

MICHAEL O. COATS, A MARRIED PERSON

Grantees mailing address 242 INDIAN MEADOW, JEFFERSON CITY, MISSOURI 65101

of the county of COLE, in the State of Missouri, part y of the Second Part

WITNESSETH, That said part ies of the First Part in consideration of the sum of

ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION

to them paid by the said part y of the Second part, the receipt of which hereby acknowledged, by these presents, GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said part y of the Second Part his heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Cole, State of Missouri to wit:

LOT NO. 1, BACKUES SUBDIVISION, IN THE CITY OF JEFFERSON, MISSOURI, PER PLAT OF RECORD IN PLAT BOOK 11, PAGE 578, COLE COUNTY RECORDER'S OFFICE
SUBJECT TO RESTRICTIONS AND EASEMENTS OF RECORD.

PARCEL NO.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining, unto the said part y of the Second Part and unto his heirs and assigns FOREVER, the said FIRST PARTIES hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warrant and defend the title to said premises unto said part y of the Second Part, and unto his heirs and assigns FOREVER, against the lawful claims and demands of all persons whomsoever

IN WITNESS WHEREOF, the said parties of the First Part have hereunto set their hands and seals the day and year first above written.

JOHN BACKUES

SHELBA BACKUES

CARRIER'S EXHIBIT A
PAGE 4 OF 19

(Names Must Be Typed or Printed Under All Signatures)

Description continued

STATE OF MISSOURI } ss
County of Cole

On this 8th day of January 19 93, before me personally appeared

JOHN BACQUES AND SHEILA BACQUES, HUSBAND AND WIFE

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in COLE COUNTY, MISSOURI the day and year first above written.

(NOTARY SEAL)

Deborah J. Stoker, Notary Public
Notary Public

My commission expires 7-17, 19 96

STATE OF MISSOURI } ss
County of Cole

On this _____ day of _____ 19_____, before me personally appeared

_____

_____

to me known to be the person_____ described in and who executed the foregoing instrument and acknowledged that _____executed the same as_____free act and deed. And the said _____

_____

further declares_____to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year first above written.

(NOTARY SEAL)

_____

_____
Notary Public

My commission expires_____, 19____

(Names must be typed or printed under all signatures)

_____

FOR THE RECORDER

_____

00295

STATE OF MISSOURI
COUNTY OF COLE
I CERTIFY THAT THIS

$12.00 MP.
ETB

BOOK 345 PAGE 311
D.B. NEWSAM, RECORDER
Debra A Nash
DEPUTY

CARRIER'S EXHIBIT A
PAGE 5 OF 19

C NERAL WARRANTY DE D

This Indenture, Made on the 14 day of Aug A.D., 19 98

by and between Michael O. Coats, a single person

of the County of Cole, in the State of Missouri, part y of the First Part, and

Eric J. Bryan and Leslie M. Bryan, husband and wife

Grantees mailing address 242 Indian Meadow, Jefferson City, MO 65101

of the County of Cole, in the State of Missouri, part ies of the Second Part:

WITNESSETH, That the said part y of the First Part in consideration of the sum of

Ten Dollars and other valuable considerations ~~DOLLARS~~,

to him paid by the said part ies of the Second part, the receipt of which is hereby acknowledged, do by these presents, GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said part ies of the Second Part, their heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Cole, State of Missouri to wit

Lot No. 1, Buckues Subdivision, in the City of Jefferson, Missouri, per plat of record in Plat Book 11, page 578, Cole County Recorder's Office.

012107

STATE OF MISSOURI
COUNTY OF COLE
RECORDED ON

$21.00 CTB '98 AUG 17 PM 2 45
BOOK 400 PAGE 698
LARRY D. RADEMAN
RECORDER
Debra Nash
Debra Nash Deputy

PARCEL NO. _____

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said part ies of the Second Part and unto their heirs and assigns FOREVER, the said party of the first part hereby covenanting that he is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that he has good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by him or those under whom he claims and that he will warrant and defend the title to said premises unto the said part ies of the Second Part, and unto heirs and assigns FOREVER, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the First Part has hereunto set his hand and seal the day and year first above written.

x Michael O. Coats
Michael O. Coats

(Names Must Be Typed or Printed Under All Signatures)

CARRIER'S EXHIBIT A
PAGE 6 OF 19

Description continued

STATE OF MISSOURI }
County of Cole } ss

On this_____day of_____19____, before me personally appeared

_____

and _____

his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year first above written.

(NOTARY SEAL)

_____

_____
Notary Public

My commission expires_____ 19____

07 /

IRI

45
698

STATE OF MISSOURI }
County of Cole } ss

On this 14 day of Aug 19 98, before me personally appeared

Michael O. Coats, a single person

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed. And the said

Michael O. Coats

further declares himself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Jefferson City, MO the day and year first above written.

(NOTARY SEAL)

Thomas S. Shimmens

Thomas S. Shimmens
Notary Public

My commission expires 1/4/2001 19____

(Names must be typed or printed under all signatures)

FOR THE RECORDER

CARRIER'S EXHIBIT A
PAGE 7 OF 19

Article VII B

1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of $10,000 upon providing proof of actual relocation.

2. Homeowners may elect to receive an "in lieu of" allowance in the amount of $20,000 upon providing proof of actual relocation.

3. Homeowners in Item 2 above who provide proof of a bona fide sale of their home at fair value at the location from which relocated shall be eligible to receive an additional allowance of $10,000.

   a) This option shall expire within five (5) years from date of application for the allowance under Item 2 above.

   b) Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.

   NOTE: All requests for relocation allowances must be submitted on the appropriate form.

4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after two (2) years from date of implementation of this Agreement.

5. Under no circumstances shall an engineer be permitted to receive more than one (1) "in lieu of" relocation allowance under this Implementing Agreement.

6. Engineers receiving an "in lieu of" relocation allowance pursuant to this Implementing Agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years.

ARTICLE VIII - SAVINGS CLAUSES

A. The provisions of the applicable Schedule Agreement will apply unless specifically modified herein.

B. It is the Carrier's intent to execute a standby agreement with the Organization which represents engineers on the former St. Joseph Union Terminal. Upon execution of that Agreement, said engineers will be fully covered by this Implementing Agreement as though the Organization representing them had been signatory hereto.

C. Nothing in this Agreement will preclude the use of any engineers to perform work permitted by other applicable agreements within the new seniority districts described herein, i.e., yard engineers performing Hours of Service Law relief within the road/yard zone, pool and/or ID engineers performing

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

In discussing the relocation benefits in Article VII of the Agreement, we discussed the situation where an employee may desire to sell his home prior to the actual implementation of the merger. Carrier committed to you that such employee would be entitled to treatment as a "homeowner" for relocation benefits purposes provided:

1. Upon actual implementation of the Merger Implementing Agreement the engineer meets the requisite test of having been "required to relocate",

2. The sale of the residence occurred at the same location where claimant was working immediately prior to implementation, and

3. The sale of the residence occurred after the date of this Agreement.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director-Labor Relations

CARRIER'S EXHIBIT A
PAGE 9 OF 19

EOM

0J11 12:28 00/096 U7358 I650151 .ON N5291 BY TCS FROM H791863 (=MO) OTET381

CMS EMPLOYEE ADDRESS UPDATE

NAME: MO COATS

CURRENT ADDRESS: STREET 16008 E 28TH TERR. APT. 2207
CITY INDEPENDENCE
STATE MO ZIP CODE 64055 - 0000

ENTER DATA IN THE FIELDS THAT NEED TO BE CHANGED AND PRESS ENTER.
IF NO CHANGES REQUIRED, ENTER "Y" IN THE RETURN TO MAIN MENU OR PRESS
THE CLEAR KEY TO CLEAR THE SCREEN. (REMEMBER TO LOGOFF).

NEW ADDRESS: STREET
CITY
STATE ZIP CODE -

YOUR RECORDS WERE UPDATED WITH THE NEW ADDRESS ENTERED AS DISPLAYED IN THE UPDATED ADDRESS FIELD ABOVE. ALL COMPANY CORRESPONDENCE WILL NOW BE SENT TO THE ADDRESS ABOVE. IF THE ADDRESS IS INCORRECT, ENTER THE CORRECT DATA IN THE FIELDS BELOW AND PRESS ENTER. WHEN FINISHED, KEY A "Y" AT RETURN.

PRINTER DATA: I650151 RETURN TO MAIN MENU ? N
EOM

CARRIER'S EXHIBIT 9
PAGE 10 OF 19

APARTMENT LEASE

Dated: 4-5-2000

THIS LEASE, entered into by and between the undersigned THE MANSION, (agent for) Owner, as Lessor, and the undersigned, MICHAEL COATS, as collectively, Lessee.

The Apartment shall be occupied solely for residential purposes by lessee and the following persons: NONE.

Unless otherwise agreed to in advance in writing by Lessor, no other persons may occupy the Apartment.

LEASE TERM		MOVE-IN DATE	PRO-RATE (IF APPLICABLE)		APT. #	APT. TYPE	
FROM	TO		DUE DATE	AMOUNT			
5-15-2000	11-30-2000	5-15-2000	5-15	$286.17	#2207	1-S	WASHINGTON
SECURITY DEPOSIT AMOUNT		ADDITIONAL DEPOSITS		MONTHLY RENT AMOUNT	COST OF RELET		
$200.00		-0-		$505.00	#429.25		

WITNESSETH: Lessor does hereby lease, demise and let the premises described as Apartment Number #2207 16008 E. 28th Terrace located at Independence Missouri, together with the fixtures, carpeting and appliances therein (referred to herein as the "Apartment"), unto Lessee, for a term beginning May 15, 2000 and ending November 30, 2000, unless sooner terminated or extended as hereinafter provided.

IN CONSIDERATION WHEREOF, and of the covenants herein expressed and in reliance on statements made on the rental application by Lessee, it is covenanted and agreed as follows:

1. **RENT.** Lessee agrees to pay Lessor as rent for the Apartment a monthly rent of $505.00, in advance each month during the term of this Lease. All rental payments shall be made by Lessee to Lessor at the office of the Lessor specified at the end of this Lease, or at any other location designated by Lessor in writing. Lessee agrees to pay a prorate rental from commencement date to the first of the next month, $286.17.

If actual commencement of occupancy of the Apartment is delayed because of construction or redecoration of the Apartment by Lessor, Lessor shall not be liable for damages by reason of such delay, but the rent will be abated per diem and prorated during such period of delay and such delay will not affect any of the other terms of this Lease, and Lessee shall pay pro-rata rent upon move-in. Cash payments for rent or other obligations shall not be acceptable without Lessor's prior written permission. All payments shall be made by personal check, money order or cashier's check.

Rent is due on or before the first day of each month without any grace period. Rent not paid before the 2nd of the month, and owner has not received written notice of intent to vacate, resident agrees to pay initial late charges of $30.00 plus an addition of $2.00 per day thereafter until paid in full. Daily late charges shall not exceed 30 days for any single month's rent. Lessee will pay $25.00 charge for each returned check plus initial and daily late charges from the late date until acceptable payment is received in full. Lessor shall have the option at any time to require all rent and other sums payable in the form of money order or cashier's check. Cash will not be accepted without Lessor's prior written permission.

Any payments required to be made by Lessee under this Lease in addition to rent shall be deemed to be accrued additional rent, secured hereunder and payable to Lessor on demand. Lessee's covenant to pay rent and additional rent is and shall be independent of each and every other covenant of this Lease, and without right of set-off or deduction. In the event Lessee becomes indebted to Lessor for a non-rent obligation, Lessor may, in Lessor's sole discretion, apply any subsequent payment received from [illegible]

CARRIER'S EXHIBIT A
PAGE 11 OF 19

4. **UTILITIES.** Lessor shall pay for the follow_ _s (if checked): [ ] gas, [ ] electricity, [ ] telephone, [ ] water, [X] sewer services, [X] trash, [ ] cable TV. Lessor may elect to forfeit or terminate this Lease if Lessee fails or refuses to pay the charges for utility services as assessed or incurred. Under no circumstances shall Lessee cause or allow electrical service to be disconnected until the expiration of the lease term and any extension thereof.

5. **CONDITION OF PREMISES.** Lessee has inspected the Apartment and is satisfied with the physical condition thereof, and Lessee's taking possession of the Apartment shall be conclusive evidence that the same was in good condition and repair and complied with all building and occupancy laws. Lessee agrees that no representations as to the condition or repair of the Apartment have been made except as herein contained and that no promises to decorate, alter, repair or improve the Apartment prior to or during the term have been made, unless expressly set forth in writing by Lessor. Lessor and Lessee stipulate that a move-in inspection was conducted prior to occupancy by Lessee, that Lessor and Lessee were present at said inspection and that Lessor and Lessee signed the inspection. Within 48 hours after move-in Lessee shall note any additional defects on the inspection report and deliver a copy of the report to Lessor. Failure to notify Lessor of additional defects shall be deemed acceptance by Lessee of the condition of the premises subject to the initial inspection report. Lessor and Lessee shall return a copy of the move-in inspection report, as amended, if applicable. Lessee shall furnish replacement lightbulbs.

6. **CARE OF PREMISES.** Lessee shall take good care of the Apartment and its fixtures, furniture, and furnishings, and shall suffer no waste, and shall report promptly in writing to the manager when any equipment or fixture or portion of the Apartment is out of repair. Lessee shall be responsible for ordinary maintenance and repair of the Apartment, and for upkeep and maintenance of any patios, balconies or other areas reserved for the private use of Lessee. All plate and other glass now in the Apartment is at the risk of the Lessee, and if broken is to be replaced by and at the expense of Lessee. No alterations, additions or improvements in the Apartment or the building or grounds in the complex of which the Apartment is a part may be made by Lessee without the prior written consent of Lessor. All alterations, additions and improvements put in at the expense of Lessee shall become the property of Lessor and shall remain upon and be surrendered with the Apartment as part hereof at the termination of this Lease. If Lessor consents to any work, Lessee shall indemnify and hold Lessor harmless, against any and all claims, costs, damages, liabilities, and expenses (including attorney's fees) which may be brought or imposed against or incurred by Lessor in connection with such work. All mechanic's liens filed by reason of such work shall be discharged by Lessee, at his expense, within ten (10) days after filing.

Lessee shall be responsible and liable for any and all injury or damage done to the Apartment or to the building or complex in which the same is located or to the lawns, grounds, trees, shrubbery, sidewalks, and complex surrounding the building, or to any and all property of Lessor or other tenants caused by Lessee's acts or omissions, or by those of Lessee's family, servants, agents, guests, permittees, invitees, other persons or pets whom Lessee permits to be in, on or about the Apartment, building or complex, including injury or damage due to the operation, maintenance, or control of heating and cooling equipment, appliances, fixtures, and Lessee shall also be liable for damages due to the failure to maintain heat therein to prevent damage to the Apartment. The extent and amount of damages to be charged to the Lessee shall be determined by the Lessor and shall be payable on demand by Lessor. Should Lessor pay, or be required to pay, or have expense for any act or omission by virtue of Lessee's tenancy, or caused by, through or under Lessee, his family, servants, agents, guests, permittees, invitees, or others, then the same shall be paid by Lessee as accrued additional rent.

Upon vacating the Apartment, the Lessee shall so advise Lessor, surrender all keys therefore and return the Apartment undamaged, in good condition and clean, and have all furnishings, walls, carpeting, drapes, appliances, cabinets and floors therein clean and in good working order and all debris removed therefrom and thereabout. In the event Lessee does not leave the Apartment in the condition herein above described, any cost or expense Lessor may have, plus 15% overhead to put leased premises or furnished items used herein by Lessee in said condition, shall be paid by Lessee as accrued additional rent.

7. **RULES OR POLICIES.** Lessee, Lessee's guests and occupants shall comply with written apartment rules (including community policies) which shall be considered part of this lease. Lessor may make reasonable and lawful changes to written rules distributed and applicable to all units in the apartment community. Changes are effective immediately. Lessee agrees that the conduct of Lessee and Lessee's guests and occupants shall not be disorderly, boisterous, or unlawful; and shall not disturb the rights, comforts, or conveniences of other persons in or near the apartment community. Lessee shall be liable to Lessor for damages caused by Lessee or Lessee's guests or occupants. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress. The apartment and other areas which are reserved for Lessee's private use shall be kept clean and sanitary by Lessee. Lessor may regulate use of patios, balconies and porches. Garbage shall be disposed of only in appropriate receptacles. Any swimming pools, hot tubs, laundry rooms and other improvements [illegible]

CARRIER'S EXHIBIT A
PAGE 12 OF 19

REPAIRS AND MALFUNCTIONS. Lessee agrees to request all repairs and services to Lessor's designated representative. Lessee may not make repairs except by Lessor's written approval. Lessor shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance which requires such interruption. In case of malfunction of utilities or damage by fire, water or similar cause, Lessee shall notify Lessor's representative immediately. In case of malfunction of air conditioning, heating or other equipment, Lessee shall notify Lessor's representative as soon as possible. Lessor shall act with diligence in making repairs and reconnections; and the lease shall continue and the rent shall not abate during such periods. If fire or catastrophic damages to the premises are substantial in the reasonable judgement of Lessor, Lessor may terminate this lease within a reasonable time by giving notice to Lessee. If the lease is so terminated, rent shall be prorated and the balance refunded along with all deposit(s), less lawful deductions.

12. RECREATIONAL FACILITIES. Lessee acknowledges that Lessee may use such recreational, laundry and other common facilities as may be provided by Lessor in and about the Apartment, at the sole discretion of Lessor. Lessee, so long as Lessee is not in default under this Lease, may use such facilities subject to the current Rules and Regulations as Lessor may from time to time promulgate. Recreational, laundry and/or other common facilities shall be used only by Lessee unless otherwise permitted, in writing, by Lessor. Any use thereof by Lessee, his family, guests, servants or others permitted by Lessee to be upon such facilities as aforesaid shall be at the sole risk of said Lessee.

The failure of Lessor to provide any operative recreational, laundry or other common facilities, due to fire, flood, accident, strike, weather conditions, subcontractor's failures or any other cause whatsoever including delays in the construction thereof or incident to the making of repairs, alterations, or improvements thereto, shall neither constitute a breach or default under this Lease, nor shall it affect any obligation or undertaking by Lessee, nor shall Lessor be held liable on such account.

Lessee agrees to sign Lessor's agreement regarding recreational facilities as a condition of Lessee's use of the facilities.

13. STORAGE. Lessor shall not be liable to Lessee or others for damage to property stored by Lessee, with or without Lessor's consent, in any storage space, locker or area provided in or about the leased premises, which damage may be caused by bursting pipes, sewer backup, leaking water, actions of third parties or other cause. Any property placed therein or thereabout by Lessee, or anyone under or through him, with or without the consent of Lessor, may be moved or removed by Lessor at any time in the event of an emergency without liability to Lessor.

14. ABANDONMENT OF PERSONAL PROPERTY. The Apartment is deemed abandoned if (1) Lessee appears to have moved out in Lessor's reasonable judgement because of substantial removal of clothes, furniture or personal belongings from the unit, and (2) either the move-out date has passed or no one has been in the dwelling unit for five (5) consecutive days while the rent is due and unpaid. Lessor may remove and dispose of such property as Lessor sees fit at Lessee's sole risk and cost without recourse by Lessee or any other person against Lessor, its agents, representatives or designees. Lessee, upon demand, shall pay to Lessor any and all expenses incurred by Lessor for the removal, disposal and/or storage of any such property.

15. SMOKE DETECTORS. Owner will provide smoke detectors, as mandated by state statute. Ownership maintains responsibility for testing smoke detectors prior to residency. After resident obtains possession of the apartment, he/she is responsible for replacing the smoke detector batteries unless the unit is electronically wired.

16. DEFAULT. Lessee hereby agrees that should Lessee fail to pay rent as due hereunder, or should Lessee, Lessee's guest or occupant violate any term, condition, covenant or agreement of this Lease, or violate the Rules and Regulations of Lessor then in effect, or abandon the apartment, then in any such event, Lessor may forfeit and cancel this Lease forthwith upon one (1) day's written notice to Lessee. Lessor may thereafter re-enter the Apartment pursuant to the provisions hereof. Such action shall in no way affect any obligation or undertaking hereunder by Lessee, nor shall receipt of rent after default or broken condition be a waiver of Lessor's right to declare a forfeiture hereunder. If this Lease is so forfeited or cancelled, or if Lessee moves, vacates, surrenders or abandons the Apartment while this Lease is in effect, Lessor may relet same for and on account of Lessee at any readily obtainable rental or terms. The proceeds of same shall first go to Lessor's expense or costs to get the Apartment ready to rent or lease, plus Lessor's leasing expenses, then to all other expenses incurred by Lessor as a result of such forfeiture, cancellation, move, vacation, surrender or abandonment of same. Since time, effort, and expenses of finding and processing a replacement are uncertain and difficult to ascertain (particularly those relating to inconvenience, paperwork, advertising, showing apartment, air conditioning and utilities for showing, checking prospects, office overhead, marketing costs, and locator service fees), **it is agreed that such costs-of-reletting shall be 85% of the first full month's rent, such amount being reasonable under the**

22. DEPOSIT RETURN. After lawful deductions have been made, the balance of all security deposits and an itemized accounting of any deductions will be mailed to Lessee no later than 30 days after tenant has surrendered possession of premises except where otherwise provided by statute. "Surrender" shall occur on the occurrence of any one of the following events: (a) when all keys have been turned in, (b) when move-out date has expired and all Lessees and occupants have vacated, or (c) when it reasonably appears that all Lessees and occupants have permanently moved out.

23. MULTIPLE LESSEES OR OCCUPANTS. Each Lessee (and each Lessee's share of the total security deposit) is liable for all obligations and sums due under the lease. Violation of the Lease by any Lessee, guest or occupant shall be considered a violation by all Lessees. Requests and notices from Lessor's representative to any Lessee constitutes notice to all Lessees and occupants. The balance of all security deposits may be refunded in one check jointly payable to all Lessees; and such joint refund check and/or itemization of deductions may be mailed to one resident only. Unless otherwise agreed in writing by Lessor and Lessees, security deposit(s) will not be refunded until all residents and occupants have surrendered possession of the apartment.

24. TERMINATION WITHOUT CAUSE BY LESSOR. Lessee hereby acknowledges that Lessor reserves the right to terminate this Lease without cause, upon at least thirty (30) days prior written notice to Lessee.

25. ATTORNEY'S FEES. Lessee shall pay Lessor as accrued additional rent, all Lessor's costs, expenses, and attorney's fees pertaining to the enforcement of the covenants and agreements of this Lease, whether or not suit is filed; said attorney's fees shall be one-third (1/3) of any sums found to be due to Lessor by Lessee, or a reasonable sum if no sums are due to Lessor by Lessee; however, in no event shall attorney's fees be less than $300.00.

26. MISREPRESENTATION ON APPLICATION. In the event resident shall make any misrepresentation in the Application for Apartment Lease, Lessor may treat same as a default under this lease.

27. QUIET ENJOYMENT. Lessor covenants that if and as long as Lessee pays the rent, and performs all of the covenants and provisions hereof, Lessee shall quietly enjoy the leased premises, but Lessor shall not be responsible nor have any duty to remedy the acts or actions of other residents, their guests and occupants.

28. RENT PAYMENT-RESERVATION OF RIGHTS. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check nor any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Lessor's acceptance of such check shall be under protest and with an explicit reservation of rights pursuant to Chapter 400 R.S. Mo.

29. NOTICES. All notices and demands authorized or required to be given to Lessee by this lease or statute shall be served upon Lessee personally, or left with anyone at the premises over the age of fifteen (15) years, or by regular mail addressed to him at the leased premises, or posted on the front door of the premises. The date of mailing shall be the date of giving notice. Any notice by Lessee to Lessor shall be served in person or by registered or certified mail, addressed to lessor at the address designated at the end of this Lease, or at such other address designated by the Lessor in writing.

30. ASSIGNMENT, SUBLETTING AND RELETTING. Lessee hereby agrees that Lessee shall not assign or sublease or permit others to occupy the premises, nor advertise same or place notices therefore, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Each prospective Assignee or Sublessee shall be required by Lessor to any assignment or subletting of the Apartment shall not constitute a waiver or release of Lessee or of any Assignee or Sublessee, immediate or remote, from any of the obligations or covenants to be kept and performed by Lessee shall be bound by all terms and conditions hereunder.

31. PARKING. Lessor reserves the right to regulate or prohibit the use of all types of vehicle parking at or upon the Apartment or the building or the complex of which the Apartment forms a part, or private streets therein, and to specify use thereof. Unauthorized parking may be terminated by Lessor at any time by removing parked vehicles or property at the expense of anyone claiming or owning same, after notice of said removal shall have been attached to the windshield and rear window of said vehicle for a period of seven (7) consecutive days. It is agreed that neither Lessee nor anyone for, through or under

35. SMOKE DETECTOR/FIRE EXTINGUISHER EQUIPMENT CONDITION. Resident will inspect the smoke detector(s) and fire extinguisher(s) (applicable only if required by the municipality fire code) and report in writing to the management office any problems, defects, or malfunctions of said equipment. Failure to report, in writing, any problems, defects, or malfunctions will result in Resident's acknowledgement that equipment is in good working order and no action will be required by the Owner.

36. EQUIPMENT REPAIR AND/OR REPLACEMENT AFTER MOVE-IN. Resident agrees that it is their responsibility to regularly test the smoke detector(s). If there is a problem, defect, malfunction, or failure of the smoke detector(s) (including battery replacement), Resident agrees to notify Owner immediately in writing. The Owner will, within seven (7) days of receipt of such written notification, repair or replace the smoke detector(s), assuming the availability of labor and materials.

If the apartment is equipped with a fire extinguisher, Resident also agrees to notify the Owner, in writing, if the fire extinguisher has been used and needs to be recharged. The Owner will, within seven (7) days of receipt of such written notification, recharge or replace the fire extinguisher(s). Resident understands that the Owner will test the fire extinguisher(s) annually and replace or recharge as necessary.

In the event the existing smoke detector(s) or fire extinguisher(s) becomes damaged by Resident or Resident's guests, Resident agrees to reimburse the Owner for the cost of a new smoke detector and/or fire extinguisher, and the cost of installation.

37. OWNER'S DISCLAIMER. Owner is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s) and/or fire extinguisher; Resident assumes full and complete responsibility for all hazards and risks attributable to, and/or connected with or in any way related to the operation, malfunction or failure of the smoke detector(s) and/or fire extinguisher, regardless of whether the malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of the smoke detector(s) and/or fire extinguisher.

The Owner or its agents make no representations, warranties, or promises, whether oral or implied, or otherwise, to Resident regarding the smoke detector(s) and/or fire extinguisher, or the alleged performance of the same. Owner neither makes nor adopts any warranty of any nature regarding the smoke detector(s) and/or fire extinguisher, and expressly disclaims all warranties of fitness for a particular purpose of habitability, or any and all other expressed or implied warranties.

Resident agrees that the Owner shall not be liable for any damages or losses to person or property caused by (1) Resident's failure to regularly test the smoke detector(s); (2) Resident's failure to notify Owner of any problem, defect, malfunction, or failure of the smoke detector(s) and/or fire extinguisher; and/or (3) False alarms produced by the smoke detector(s).

38. GENERAL. No oral promises, representations or agreements have been made by Lessor or any Lessor's representative. This lease is the entire agreement between the parties. Lessor's representatives including management and leasing personnel, employees, and other agents have no authority to waive, amend or terminate this lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on Lessor or Lessor's representatives unless done in writing. ALL OF LESSEE'S STATEMENTS IN THE RENTAL APPLICATION WERE RELIED UPON BY LESSOR IN EXECUTING THIS LEASE, AND ANY MISINFORMATION THEREIN SHALL BE CONSIDERED CAUSE FOR TERMINATION BY LESSOR OF LESSEE'S RIGHT OF OCCUPANCY. Lessee may not withhold rent or offset against rent. All obligations under the lease are to be performed in the county where the apartment is located. Unless otherwise stated in this lease, all sums owed by resident are due upon demand. No waiver shall be deemed a lease modification or waiver of any subsequent violation, default or time or place of performance. Omission of initials on any page does not invalidate this lease. Any clause declared invalid by law shall not invalidate the remainder of the lease.

A. SETTLEMENT STATEMENT

U.S. Department of Housing and Urban Development

OMB No. 2502-0265 (Exp. 02-28-97)

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☒ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.

6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
BRYAN, ERIC J	0110461733	

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
ERIC J BRYAN LESLIE H BRYAN 242 INDIAN MEADOW JEFFERSON CITY, MO 65101		CENTRAL TRUST BANK 131 EAST MILLER STREET JEFFERSON CITY, MO 65101

G. Property Location	H. Settlement Agent	I. Settlement Date
242 INDIAN MEADOW JEFFERSON CITY, MO 65101	The Central Trust Bank Place of Settlement 131 East Miller Street Jefferson City, MO 65101	09/02/98

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,983.16	403.	
104.		404.	
105 Existing Liens	78,128.65	405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. P/O CITY NATIONAL		409.	
110. $56109.48		410.	
111. P/O COMMERCIAL CREDIT		411.	
112. $12019.17		412.	
120. Gross Amount Due From Borrower	80,111.81	420. Gross Amount Due To Seller	
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	77,400.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Other Financing		504. Payoff of first mortgage loan	
205. Other Equity		505. Payoff of second mortgage loan	
206. Costs Paid by Seller		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518. CARRIER'S EXHIBIT A	
219.		519. PAGE 16 OF 19	
220. Total Paid By/For Borrower	77,400.00	520. Total Reduction Amount Due Seller	

108. Assessments		408. Assessments to	
109. P/O CITY NATIONAL		409.	
110. $66109.48		410.	
111. P/O COMMERCIAL CREDIT		411.	
112. $12018.17		412.	
120. Gross Amount Due From Borrower	80,111.81	420. Gross Amount Due To Seller	
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	77,400.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Other Financing		504. Payoff of first mortgage loan	
205. Other Equity		505. Payoff of second mortgage loan	
206. Costs Paid by Seller		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	77,400.00	520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	80,111.81	601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	(77,400.00)	602. Less reductions in amt. due seller (line 520)	( )
303. Cash ☒ From ☐ To Borrower	2,711.81	603. Cash ☐ To ☐ From Seller	

CARRIER'S EXHIBIT A
PAGE 17 OF 19

L. Settlement Charges			Paid From Borrowers' Funds at Settlement	Paid From Sellers' Funds at Settlement
700. Total Sales/Broker's Commission based on price $	@	%		
Division of Commission (line 700) as follows:				
701. $	to			
702. $	to			
703. Commission paid at Settlement				
704.				
800. Items Payable in Connection With Loan				
801. Loan Origination Fee 0.0000	%	to CENTRAL TRUST BANK	250.00	
802. Loan Discount	%			
803. Appraisal Fee	to	PROPERTY RESEARCH COMPANY	228.00	
804. Credit Report	to	CREDCO	18.00	
805. Lender's Inspection Fee				
806. Mortgage Insurance Application Fee to				
807. Assumption Fee				
808. RURAL DEV. GUARANTEE FEE				
809.				
810.				
811.				
812. UNDERWRITING FEE			75.00	
813.				
814.				
815.				
816.				
817.				
900. Items Required By Lender To Be Paid In Advance				
901. Interest from 09/08/98 to 10/01/98	@$	14.5788 /day	335.31	
902. Mortgage Insurance Premium for	months to			
903. Hazard Insurance Premium for	1 years to	STATE FARM 348.00	p.o.c.	
904.	years to			
905.				
1000. Reserves Deposited With Lender				
1001. Hazard Insurance 3	months@$	29.00 per month	87.00	
1002. Mortgage Insurance	months@$	per month		
1003. City property taxes	months@$	per month		
1004. County property taxes 12	months@$	61.32 per month	735.84	
1005. Annual assessments	months@$	per month		
1006.	months@$	per month		
1007.	months@$	per month		
1008.	months@$	per month		
1009. Aggregate adjustment			- 86.99	
1100. Title Charges				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fees	to			
1107. Attorney's fees .	to			
(includes above items numbers:				
1108. Title insurance	to	COLE COUNTY ABSTRACT AND TITLE	250.00	
(includes above items numbers:				
1109. Lender's coverage	$	77,400.00 premium: 250.00		
1110. Owner's coverage	$			
1111.				
1112.				
1113.				
1200. Government Recording and Transfer Charges				
1201. Recording fees: Deed $ 21.00	; Mortgage$ 33.00	; Releases $ 21.00	75.00	
1202. City/county tax/stamps: Deed $	; Mortgage $			
1203. State tax/stamps: Deed $	; Mortgage $			
1204.				
1205.				

CARRIER'S EXHIBIT A
PAGE 18 OF 19

			60.00	
1100. Title Charges				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fees	to			
1107. Attorney's fees	to			
(includes above items numbers:				
1108. Title insurance	to	COLE COUNTY ABSTRACT AND TITLE	250.00	
(includes above items numbers:				
1109. Lender's coverage	$	77,400.00 premium: 250.00		
1110. Owner's coverage	$			
1111.				
1112.				
1113.				
1200. Government Recording and Transfer Charges				
1201. Recording fees: Deed $ 21.00 ; Mortgage$ 33.00 ; Releases $ 21.00			75.00	
1202. City/county tax/stamps: Deed $; Mortgage $				
1203. State tax/stamps: Deed $; Mortgage $				
1204.				
1205.				
1300. Additional Settlement Charges				
1301. Survey	to			
1302. Pest inspection	to			
1303.				
1304. FLOOD CERTIFICATE		GE CAPITAL FLOOD SERVICES	18.00	
1305.				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			1,983.16	

ERIC J BRYAN

Leslie M Bryan
LESLIE M BRYAN

CARRIER'S EXHIBIT 4
PAGE 19 OF 17

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179

June 2, 2000

110.61-20.326

Mr. M. O. Coats
3017 County Road 490
New Bloomfield, MO 65063

Z 453 485 977

Dear Sir:

An audit of the relocation payment made to you under the provisions of the Kansas City Hub Implementation Agreement revealed that you requested a relocation lump sum of $30,000. Payment in the net amount of $20,700.00 was made to you on April 17, 2000.

However, Carrier records indicate that you did not relocate to Kansas City. Instead, you have relocated back to the Jefferson City vicinity. The relocation allowance was not intended to be paid for employees who were not truly relocating their residence to Kansas City. As you have failed to comply with the conditions under which you were granted the relocation allowance, I have enclosed a repayment agreement for you to repay the net amount of $20,700.00 as you have failed to relocate in accordance with the agreement. Due to this, your payment of reverse held-away benefits will cease immediately. To reimburse the Carrier for your improper request and receipt of this relocation lump sum, you must complete, sign and return the enclosed agreement for repayment to the Carrier within ten (10) days of receipt. Failure to do so will result in this office turning this matter over to auditors, special agents and the service unit for resolution.

Thank you for your attention in this matter.

Sincerely,

Andrea Gansen
Assistant Director Labor Relations

Copy to: W. Scott Hinckley
Mike Scoggins

CARRIER'S EXHIBIT B
PAGE 1 OF

AGREEMENT FOR REPAYMENT

110.61-20.326

Mr. M. O. Coats
3017 County Road 490
New Bloomfield, MO 65063

I understand that I was incorrectly paid relocation of $20,700.00. I agree to repay this amount to the Carrier as follows (select one):

____ By check for the full amount (enclose check and send via U.S. Mail)

____ Deduction of $862.50 per pay period for twelve months

____ Deduction of $575.00 per pay period for eighteen months

This deduction will commence at the first pay period following the date this Agreement is received by the Carrier.

_____
Employee's Signature

_____
Date

Send by fax to: Andrea Gansen
402/271-2463

or mail: 1416 Dodge Street
Room 332
Omaha, NE 68179

Upon receipt, copy to George Marshall for processing to Banking Department.

CARRIER'S EXHIBIT B
PAGE 2 OF _____

REC'D
JUN 1 4 2000
Labor Relations

June 12, 2000

Ms. Andrea Gansen
Assistant Director Labor Relations
Union Pacific Railroad
1416 Dodge Street
Omaha, NE 68179

Certified No. 7099 3220 0008 9757 2174

RE: Your Letter 110.61-326 Dated June 2, 2000 Concerning Relocation Benefits Paid To Me

Dear Andrea:

I would like to know which Carrier records indicate that I did not relocate to Kansas City per the provisions of the Kansas City Hub. I furnished your office with a signed lease on an apartment in Kansas City along with my relocation request. The lease is a valid document as per the provisions of the Kansas City Hub agreement. It was for a period of six months and renewable thereafter. I received payment denoted in your letter on April 27, 2000, and my lease period began on May 15, 2000.

How am I different from the many hundreds of engineers and trainmen that have taken these same relocation benefits in the various other hubs, as well as the Kansas City Hub? Does the Kansas City Hub agreement state that I have only two weeks to find another house or build one at the place I am relocating to? Does it state that I must immediately move all of my personal belongings to a storage site within the confines of the location I am moving to? Or, does the intent of the agreement give me the option to rent for a reasonable period of time until I can fully relocate to the Kansas City area?

As you know I am a BLE union representative and have been for the past 18 years. I have been involved in the negotiations for the Longview, North Little Rock/Pine Bluff, St. Louis, Kansas City, Salina, Southwest, and Dallas/Fort Worth Hubs. As First Vice General Chairman for the BLE-SSW General Committee, I have been immensely preoccupied with these negotiations as well as multiple other tasks related to my union position for the past three years. These duties continue to date. I suspect they will decrease or end in the near future which should allow more time to concentrate on finding a suitable place to relocate in the Kansas City area.

CARRIER'S EXHIBIT C
PAGE 1 OF

It was my intent to totally relocate to Kansas City in the future. However, I could not complete this move totally within the prescribed two-year period denoted in the "in lieu of" section pertaining to relocation allowance due to the above.

I therefore find your statements to be in error, your request for repayment of the relocation allowance unwarranted, and your denial of reverse held away from home terminal payments in violation of the Kansas City Hub agreement. Please arrange to have the held away from home terminal at Jefferson City reapplied to my job and forward a copy of this letter to the Carrier auditors. Further attempts to collect repayment of the relocation allowance and failure to pay other proper benefits of the Kansas City Hub agreement will be referred to my attorney.

Sincerely,

Michael O. Coats

Michael O. Coats

c: W. Scott Hinckley, Director
Labor Relations Southern Region

CARRIER'S EXHIBIT C
PAGE 2 OF

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179

June 2, 2000

110.61-20.326

Mr. M. O. Coats
3017 County Road 490
New Bloomfield, MO 65063

Dear Sir:

I am in receipt of your letter, postmarked June 12, 2000, regarding my letter to you requesting repayment of the relocation allowance you received under the provisions of the Kansas City Hub Implementation Agreement in the net amount of $20,700.

The Carrier records that indicate that you have not relocated to Kansas City include the fact that your home phone number remains in the 573 area code, which is for the Jefferson City area, not Kansas City nor Independence. The issue is not that you are renting at Kansas City rather than purchasing a house. Rental of a home or apartment is sufficient when all other aspects of residence are also present. However, given the fact that you still receive your phone calls at New Bloomfield, I cannot agree that you have fulfilled your obligation to make Kansas City your residence. In line with arbitral precedent, renting an apartment and commuting to one's home in another location is not sufficient proof that a residence has been established in the new location. It has been demonstrated that you intend 3017 County Road 490, New Bloomfield as your principal place of residence. Therefore, you cannot be said to have changed your place of residence pursuant to the terms and conditions of the Kansas City Hub Agreement. For your review, I have enclosed an arbitration award that clearly supports the Carrier's position in this matter.

I suggest that you give this matter further consideration. I will extend the time for receipt of the repayment agreement until June 26, 2000.

Sincerely,

Andrea Gansen
Director Labor Relations

Copy to: W. Scott Hinckley
C. R. Rightnowar

CARRIER'S EXHIBIT D
PAGE 1 OF 1

June 17, 2000

Ms. Andrea Gansen
Assistant Director Labor Relations
Union Pacific Railroad
1416 Dodge Street
Omaha, NE 68179

REC'D
JUN 22 2000
Labor Relations

Certified No. 7009 3220 0008 9757 2181

RE. Your second letter dated June 2, 2000 replying to my letter postmarked June 12, 2000 concerning repayment of relocation allowance.

Andrea,

I fail to see how you could reply to my letter before it was even postmarked. I also wonder why you would carbon copy it to C. R. Rightnowar as he is not my General Chairman as of this date. Does this have anything to do with the upcoming election for General Chairman of the newly formed BLE Committee? Is Mr. Rightnowar putting pressure on you to harass me? I think that your singling me out of many would lend credence to that assumption. I would caution you that the Railway Labor Act forbids you from taking action of this nature against a Union Representative solely for the purpose of harassment. A phone number has nothing whatsoever to do with my relocating.

For your information, the phone number to which you refer is a cell phone number. It is the same cell phone number I have had for over a year. As I stated in my previous letter it was my intent to fully relocate to Kansas City in the future. I am still a union representative and I have numerous people that depend on me to represent them. These people all have my cell phone number and can reach me at anytime and anywhere in the continental United States. I have used this number for a backup number in Kansas City since I have had it. It is just like carrying a pager, but much more convenient. As I am trying to keep down costs at Kansas City at this time and since this phone has served me well in the past and since I still need it to communicate as a union representative I am using it as my primary phone while at Kansas City. If this falls outside the confines of New York Dock or in lieu of allowances in the Kansas City Hub Agreement, I fail to find where either say so.

Furthermore, your assumption that I would commute between Kansas City or Independence and Jefferson City between trips is ludicrous. Do you have any idea of the driving time or distance?

You have not given me a proper chance to demonstrate where I intend to live. You have set principles and guidelines for me that differ from those set for other individuals, not only in the Kansas City Hub but in the other Hubs I have been involved in, via negotiations. In short, you have raised the bar for me due to my being a union representative.

I again request that you return my job to the proper location and rescind your request for repayment of relocation allowance. I will continue to file time claims for the reverse HAHT at Jefferson City. Your continuance of this matter will be considered as a violation of the Railway Labor Act and I will take whatever action that may be required to protect my rights.

Sincerely,
Michael Coats
Michael Coats

c: W Scott Hinckley

CARRIER'S EXHIBIT 15
PAGE 1 OF 1

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179

June 26, 2000

110.61-20.326

Mr. M. O. Coats
3017 County Road 490
New Bloomfield, MO 65063

Dear Sir:

I am in receipt of your letter, postmarked June 19, 2000, regarding my letter to you requesting repayment of the relocation allowance you received under the provisions of the Kansas City Hub Implementation Agreement in the net amount of $20,700. I apologize for any confusion that the typographical error on my June 14 letter (which was incorrectly dated June 2) may have caused you.

In addressing your concerns that General Chairman Rightnowar has received carbon copies of this correspondence to you, it has been my practice to copy General Chairmen when recollection letters are sent out. Accordingly, Mr. Rightnowar has received copies of letters concerning other engineers governed by the MP(UL) Agreement, just as Mr. Bill Slone receives copies of letters for employees under his Collective Bargaining Agreement. It is apparent by your letter that you are reading far too much into this practice. This recollection action has no relation to the upcoming election nor has Mr. Rightnowar put any pressure on this office to harass you. Furthermore, I can assure you that you are not being singled out in this instance. The Carrier is pursuing and has recollected improper payments from many employees, both in train and engine service. Contrary to your assertions, you are being held to no different standard than other employees who received relocation payments under the various hub agreements. Your position within the BLE Organization has no bearing in this matter.

The phone number to which I refer in my June 14 letter (which is listed as your home number in the Carrier's records) is (573) 295-4811. I do not believe that this is a cell phone number as this is the phone number on the letterhead of your April 5, 2000 letter to me which shows your address as 3017 County Road 490, New Bloomfield, Missouri. I would also like to note that you sent your June 12 letter in an envelope that was postmarked in Jefferson City, Missouri. The return address of your June 17 letter reads: "Mike & Cheri Coats, 3017 County Rd. 490, New Bloomfield, MO 65063." I cannot ignore this evidence that your principal residence is in New Bloomfield and that you have failed to relocate your principal residence to Kansas City. While you state that the Carrier has not given

CARRIER'S EXHIBIT F
PAGE 1 OF 2

you a proper chance to demonstrate where you intend to live, I cannot find any language to support that your "intention" meets the burden of proving relocation. The relocation agreement does not provide payment to persons "intending" to relocate, but only to those who actually relocate their residence.

As delineated above, I must find that you violated the terms of your relocation agreement and the hub agreement. As a result, your job will remain headquartered at Jefferson City. Furthermore, you should note that this situation has its genesis in the New York Dock Conditions and the hub agreement. Therefore, should you wish to pursue this matter, the proper forum for resolution of this issue is New York Dock arbitration.

Sincerely,

Andrea Gansen
Director Labor Relations

Copy to: W. Scott Hinckley
C. R. Rightnowar

CARRIER'S EXHIBIT F
PAGE 2 OF 2

Michael O. Coats
3017 County Road 490
New Bloomfield, Missouri 65063
or
16008 E 28th Terr. Apt. 2207
Independence, Missouri 64055

REC'D
JUL 25 2000
Labor Relations

July 19, 2000

Ms. Andrea Gansen
Director Labor Relations
Union Pacific Railroad
1416 Dodge Street
Omaha, NE. 68179

Dear Andrea,

Again I must inquire as to which Carrier records you are referring when you state that my home telephone number of record is 573-295-4811. Enclosed for your ready reference is a copy of the =MC address information previously sent to your office, along with the request for relocation benefits denoted in Article VII of the Kansas City Hub Agreement. This is the same address and phone number that is currently on record with the Carrier. For further proof of Carrier record I submit a copy of the most recent 401K plan participation statement sent from Vanguard to the address listed under =MC and a copy of last pay period of April and first pay period of June sent to the address listed in =MC. Please note that phone number listed as primary phone number is 573-230-1138. Also see the note listed by CMS on attached ZB printout that denotes the 573-230-1138 works at both KC and JC. 573-295-4811 is not on this record and is only a secondary number while in Jefferson City for CMS convenience. You might check CMS records and see how many times I have been called at 573-295-4811 since my move to Kansas City. It would appear that your office is the only office connected to my employment at UP that does not recognize my new address in KC. In a certain way I am somewhat thankful for this as I will try to explain later in this letter.

Again I state there is nothing in either the Kansas City Hub Agreement or New York Dock that precludes me from continuing to have an address at Jefferson City in tandem with an address at Kansas City. I do not believe the Carrier has the right to dictate where I might have a second home or office. There are numerous people from all over the United States that have lake homes at the Lake of the Ozarks. Under your scenario would I be precluded from having a home at the Lake of the Ozarks the same as these other people? I think not.

As stated in previous correspondence to your office, I still represent Engineers on this property and maintain numerous files regarding this representation as well as an office and office equipment at 3017 County Road 490 New Bloomfield, MO. 65063. I receive correspondence, not only from your office but also the BLE and various BLE Representatives around the country at this address. Being able to maintain this office until such time as I can complete my move to the Kansas City area makes my job as BLE Representative much easier. That is why I am grateful that your office continues to send correspondence regarding these Union matters to said address. Until such time as I can complete my move to Kansas City (which you are making unduly difficult) I will continue to send and receive said BLE and Labor Relations correspondence from said address.

Article VII Protective Benefits and Obligations Part A of the Kansas City Hub Agreement clearly provides that **all** engineers listed on the prior rights Kansas City Hub merged rosters shall be considered adversely affected by this transaction and are subject to all New York Dock protective conditions imposed by the STB.

Section B of the same Article VII allows for the " in lieu of " New York Dock provisions while B4 gives the Engineers only two (2) years from date of implementation to file for the " in lieu of " relocation allowances.

Side Letter No. 16 of the St. Louis Hub Agreement, as noted in Side Letter No. 7 of the Kansas City Hub Agreement gives the list of engineers the contractual right to relocate to Kansas City which would make Kansas City the home terminal for any or all engineers who elected to make the move. The agreement clearly states the Carrier's intent to have the home terminal for all crews in the JC-KC pool be Kansas City, and the agreement allows New York Dock conditions for said engineer or engineers identified on attachment D of the Kansas City Hub Agreement who elect to move their home terminal designation from Jefferson City to Kansas City.

I will state once again that I not only believe but can prove that you are indeed holding me to a different standard than others, not only in the Kansas City Hub, but other Hubs around the system.

For the above stated reasons and by the Agreements as quoted, your remarks regarding my telephone number and principal residence is not an issue and has no relevance in this matter. Your decision to move my home terminal from Kansas City to Jefferson City is a violation of the Agreements for which I will be filing claims.

CARRIER'S EXHIBIT 6
PAGE 2 OF 6

Furthermore I do not agree that this is a New York Dock issue for resolution by New York Dock arbitration. This is an agreement issue to be resolved under the Railway Labor Act comparable to the recent First Division arbitration case concerning claims for time train came to rest in the North Little Rock/Pine Bluff Hub Agreement. Obviously the Carrier was in agreement for resolution under the RLA in that case since they were party to the First Division handling.

If you are not in agreement, please advise date and time for conference to further discuss this matter. I am not opposed to a telephone conference.

Sincerely,

Michael O. Coats

Michael O. Coats

CARRIER'S EXHIBIT 6
PAGE 3 OF 6

CJIS 10:20 00/002 US3C3 I650151 .ON N?&23 I' TCS FROM: M150111 (=NC, CTCP).

CMS EMPLOYEE ADDRESS UPDATE

NAME: MO COATS

CURRENT ADDRESS: STREET 16008 E 28TH TERR. APT. 2207
CITY INDEPENDENCE
STATE MO ZIP CODE 64055 - 0000

ENTER DATA IN THE FIELDS THAT NEED TO BE CHANGED AND PRESS ENTER.
IF NO CHANGES REQUIRED, ENTER "Y" IN THE RETURN TO MAIN MENU OR PRESS
THE CLEAR KEY TO CLEAR THE SCREEN. (REMEMBER TO LOGOFF).

NEW ADDRESS: STREET
CITY
STATE ZIP CODE -

PRINTER LATA: I650151 RETURN TO MAIN MENU ? N
COM

CARRIER'S EXHIBIT 6
PAGE 4 OF 6

0J11 13:25 00/202 U1324 I650151 „ON M9420 BY IC9 FROM I650151 (=NC= DIST381

CMS CHANGE HOME TERMINAL PHONE NUMBER

NAME: MO COATS	TELEPHONE NUMBER AREA PREFIX NUMBER	DIS IND	R/P/V/D/T IND
CURRENT HOME 1:	573 - 230 - 1133	N	T
HOME 2:	573 - 635 - 6611	N	T
HOME 3:	- -		

TO CHANGE/ADD PHONE NUMBER, INDICATE WHICH NUMBER BELOW (1,2,3).
ENTER NEW PHONE NUMBER, DISCLOSURE INDICATOR, AND DEVICE INDICATOR.

CHANGE/ADD PHONE NUMBER TO - -

TO DELETE PHONE NUMBER, INDICATE WHICH NUMBER BELOW. (1,2 OR 3.)
YOU MUST KEEP AT LEAST ONE HOME TERMINAL PHONE NUMBER.
DELETE PHONE NUMBER

PRINTER LATA: I650151 RETURN TO MAIN MENU? N
EOM

CARRIER'S EXHIBIT 6
PAGE 5 OF 6

City of Independence Utilities

11610 Truman Rd. P[illegible] 410 Independence, MO 64051-0410 Customer Service: Electri[illegible]r/Sewer (816) 325-7930

FOR SERVICE AT
APT 2207
16008 E 28TH TER SO

Z 13

COATS MIKE O
APT 2207
16008 E 28TH TER SO
INDEPENDENCE MO 64055-7508

06/16/2000
BILLING DATE

ACCESS CODE: 123406

RATE ▶RS4 ACCOUNT NUMBER ▶ 0561-16008-0006-032

SERVICE CODES	SERVICE PERIOD FROM	SERVICE PERIOD TO	DAYS	METER READINGS PRESENT	METER READINGS PREVIOUS	READ CODES	ELECTRIC MULTIPLIER	ELECTRIC DEMAND	USAGE KWH/CCF	AMOUNT
E	05/16/00	06/09/00	24	39558	39252	RM	1		306	
	RESIDENTIAL ELECTRIC SERVICE/ALL ELECTRIC HOME									21.81
	SALES TAX									.33

ELEC AMT INCLUDES FUEL ADJUST FACTOR OF .012510CR TIMES KWH USED

AMOUNT NOW DUE
22.14

LAST YEAR'S BILLING		DAYS	USAGE KWH/CCF
E	Electric		
W	Water		

SERVICE CODES
E ELECTRIC
W WATER
S SEWER

READ CODES
RC READ BY CUSTOMER
RM READ BY METER READER
ES ESTIMATED
DR DESIGNATED READER

IF NOT RECEIVED BY
JUL 17 200
23.23
WILL BE DUE

PLEASE DETACH LOWER PORTION AT PERFORATION AND RETURN WITH PAYMENT — OR IF PAYING IN PERSON - BRING ENTIRE BIL

CARRIER'S EXHIBIT 6
PAGE 6 OF 6

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA NEBRASKA 68179

August 3, 2000

110.61-20.326

Mr. M. O. Coats
3017 County Road 490
New Bloomfield, MO 65063

Dear Sir:

I am in receipt of your letter, postmarked July 22, 2000, regarding the Carrier's repeated requests for repayment of the relocation allowance you received under the provisions of the Kansas City Hub Implementation Agreement in the net amount of $20,700.

The Carrier's PINS records still show your home telephone number as 573-295-4811. I am sure CMS has not called that number frequently as they usually contact you on your cell phone (573-230-1138, which is also a Jefferson City prefix). While you state your opinion that there is nothing in the hub agreement nor New York Dock Conditions that prevent you from having two addresses, arbitration awards on the subject differ from your opinion. The example of having a vacation home is not analogous to the facts in your situation. If you consider your apartment in Kansas City to be a second address, it is clearly not your primary residence. Furthermore, I cannot understand how the Carrier is hindering your move to Kansas City, as you have been paid a net amount of $20,700 to do so. The Carrier does still send its correspondence on this matter to you at this address as you have indicated (by your return address and letterhead) that New Bloomfield is your principle place of residence.

While you state that Side Letter 16 of the St. Louis Hub and Side Letter 7 of the Kansas City hub give you the right to relocate to Kansas City, I am not arguing that you cannot relocate to Kansas City. However, you have failed to relocate your primary residence to Kansas City. Instead, you sold property you owned in Jefferson City and remained at your wife's residence in Jefferson City while renting an apartment in Kansas City. This is not relocation warranting payment of allowance under New York Dock Conditions nor the Hub Agreement. I will also note that the Carrier does not agree with your interpretation of Side Letter 7 concerning engineer prior rights to turns in the Jefferson City – Kansas City pool when they voluntarily relocate to Kansas City.

Despite your accusations of being held to a different standard than others who have allegedly relocated under hub agreements, my review of relocation

CARRIER'S EXHIBIT H
PAGE 1 OF 2

files does not indicate any special attention to your case. As a matter of information, you are not the only individual in the Kansas City – Jefferson City pool from who relocation allowance is being recollected. Furthermore, similar efforts are being made system-wide due to the incredible abuse of the relocation allowance provisions.

This matter is clearly governed by the dispute resolution mechanisms of the New York Dock Conditions. The entirety of your relocation and allowance has its genesis in the Hub Agreement created due to the Surface Transportation Board's decision in Finance Docket 32760, which applied New York Dock Conditions to the Union Pacific/Southern Pacific merger. I do not know what case you refer to at the First Division with reference to the North Little Rock/Pine Bluff Hub. If it deals with the time a train comes to rest, it sounds like a dispute over collective bargaining agreement language, clearly governed by the RLA dispute resolution process. Should you need further clarification, please review NRAB Second Division Award 13265. Additionally, I do not know of any New York Dock relocation dispute that has been adjudicated by the First Division. The Carrier reaffirms its positions that this matter must be progressed in accordance with the provisions of the New York Dock Conditions. I am agreeable to conference this claim with you, please contact me by phone (402/271-6607) to set up a mutually agreeable time and date.

Absent your agreement to set up a payment schedule for recollection, the Carrier will commence off-setting your TPA. Therefore, the amount of $1,754.60 has been credited against your balance of $20,700.00.

Finally, as a point of information, you should be aware that your General Chairman has asserted that it is not proper to treat engineers who have improperly received relocation allowances any differently than engineers who are charged with falsifying pay records.

Sincerely,

Andrea Gansen
Director Labor Relations

Copy to: W. Scott Hinckley
C. R. Rightnowar
Marilyn Ahart

CARRIER'S EXHIBIT H
PAGE 2 OF 2

Brotherhood of Locomotive Engineers

General Committee of Adjustment
Union Pacific Railroad Eastern Region

C.R. Rightnowar
GENERAL CHAIRMAN

D.W. Thurston
VICE-CHAIRMAN

C.R. Brand
SECRETARY-TREASURER

320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

REC'D
AUG 15 2000
Labor Relations

August 10, 2000

CERTIFIED MAIL 204 525 668
RETURN RECEIPT REQUESTED

Ms. Andrea Gansen
Director-Labor Relations
Union Pacific Railroad Company
1416 Dodge Street, Room # 332
Omaha, Nebraska 68179-0323

Dear Ms. Gansen:

This is to acknowledge your letter to M.O. Coats, dated August 03, 2000 **(Provided for your ready reference as Attachment "1")**, copy to me. Please forward the letter from M.O. Coats to you, postmarked July 22, 2000, referenced in the first paragraph of your letter, as I did not receive a copy of same.

Please stand advised that the recognition clause contained in Article 40 c., MPUL Schedule Rules, recognizes that the General Chairman, who is the representative of the General Committee between sessions, is the only authorized representative to interpret the collective bargaining agreement. Further, as held by John B. LaRocco in Award No. 36, PLB 4264 (1994), settlements with Local Chairmen are always considered non-precedential and non-binding.

Further, while we agree with your interpretation of Side Letter No. 7 to the Kansas City Hub Implementing Agreement, i.e., that engineers accepting voluntary relocation allowances loose prior rights to turns in the Jefferson City-Kansas City Pool, as well as any other work originating in the Jefferson City area, we cannot agree that engineers accepting relocation allowances must purchase a home in the Kansas City area. There is no provision in the collective bargaining agreement that requires that homes be purchased, and renting an apartment is sufficient to show relocation. In addition, there is no prohibition against employees owning or renting two (2) homes, one at either end of the railroad, or any other location.

CARRIER'S EXHIBIT J
PAGE 1 OF 3

We have many examples of engineers renting or owning private residences at the away from home terminal, *and the Carrier paying these engineers a portion of the cost of the Carrier provided lodging as a normal allowance on every round trip.* As such, there is no prohibition of maintaining private residences at the away from home terminal, nor is there is a prohibition against receiving mail at this private residence, or maintaining a telephone number at this private lodging. Since Jefferson City is now M.O. Coats' away from home terminal, he has every right to maintain a private residence at that location, receive mail and maintain a telephone number. This is a long-standing, common practice, and exists all over our entire system at away from home locations.

Since M.O. Coats has accepted the relocation allowance, his primary residence is at his home terminal, Kansas City, whether or not he rents or purchases a residence at that location.

The Carrier has no right to reimbursement of the relocation allowance, nor does the Carrier have the right to stop payment on reverse held away from home terminal arbitrary payments.

Please accept this as my claim on behalf of M.O. Coats for any monies improperly recouped from his relocation allowance, and for any monies improperly withheld from reverse held away from home terminal arbitrary payments due. Further, if any similar action is being conducted against any other engineer in Zone 3 of the Kansas City Hub, please accept this as my claim on their behalf for any monies improperly recouped from their relocation allowance, and any monies improperly withheld from reverse held away from home terminal arbitrary payments due.

Please advise as to the names of other engineers being treated in this manner.

This to confirm my verbal notice to you that the Carrier has waived its right to discipline any of these employees under the time limit for charging employees in the System Agreement – Discipline Rule, dated March 21, 1996. Marvin H. Hill, Jr., Referee in on-property Award No. 24851, N.R.A.B. (lst Div.), found, under similar circumstances, that the Carrier had breached this time limit rule, setting aside the discipline.

I am agreeable to discussing this dispute in our scheduled meeting in Kansas City on August 21-22, 2000.

Please advise.

Yours truly,

Charles R. Rightnowar
General Chairman
Union Pacific – Central Region

cc: Ed Dubroski, ID Pres, BLE
Don Hahs, VP, BLE
Tom Pontollilo, ID, BLE
M.O. Coats, LC, BLE
H.D. Downing, LC, BLE
Harold Ross, Gen Counsel, BLE

CARRIER'S EXHIBIT J
PAGE 3 OF 3

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

August 15, 2000

110.61-20-326

Mr. C. R. Rightnowar
General Chairman BLE
320 Brookes Dr. Suite 115
Hazelwood, MO 63042

Dear Sir:

This letter refers to your letter dated August 10, 2000, regarding the Carrier's action to recollect the relocation allowance paid to Mr. M. O. Coats, as he failed to relocate pursuant to the agreement.

I have enclosed a copy of Mr. Coats letter for your review. While you state that only the General Chairman has authority to interpret the Collective Bargaining Agreement, you should recognize that this is an issue governed by the New York Dock Conditions. As such, an employee is certainly able to pursue his personal claims under New York Dock.

Furthermore, I cannot accept your conclusion that, since Mr. Coats has accepted the relocation allowance, his primary residence is now Kansas City. All other factors (mailing address, phone numbers, etc.) indicate that his primary residence is in New Bloomfield, not Kansas City. I agree that there is no prohibition against an employee having a place to stay at his away from home terminal, however, Mr. Coats instead has merely "a place to stay" at Kansas City, with his primary residence in New Bloomfield. Such a situation does not fall within the parameters of relocating under the hub agreement.

Your claim on behalf of M. O. Coats for "any monies improperly recouped from his relocation allowance, and for any monies improperly withheld from reverse held away from home terminal arbitrary payments due" is denied. Mr. Coats receives held away from home terminal at his *de facto* away from home terminal at Kansas City. The Carrier will not pay held away at Mr. Coats' *de facto* home terminal of Jefferson City. Furthermore, as I copy you on any correspondence dealing with relocation recollection on your territory, you are aware of any other engineers in the same circumstance as Mr. Coats.

Finally, your "verbal notice" that the Carrier has waived its right to discipline has no binding effect on the Carrier. At such time as the Carrier forwards notice to the "appropriate company officer" that the action to recollect

CARRIER'S EXHIBIT H
PAGE 1 OF 1

the relocation money needs to be taken at the service unit level, then disciplinary action may be deemed warranted and timely. First Division Award 24851 does not have application in the case of Mr. Coats, as the facts of the two situations are not remotely similar.

In closing, when you review Mr. Coats letter, you will notice that Mr. Coats has requested to handle this matter on his own behalf. Please advise.

Sincerely,

Andrea Gansen
Director Labor Relations

Copy to: W. S. Hinckley

CARRIER'S EXHIBIT M
PAGE 2 OF 2

Brotherhood of Locomotive Engineers
General Committee of Adjustment
Union Pacific Railroad Central Region
320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

REC'D
JUN 2 6 2001
Labor Relations

C.R. Rightnowar
GENERAL CHAIRMAN
R.E. Rhodes
1ST VICE-CHAIRMAN
T.H. Wells
2ND VICE-CHAIRMAN
C.R. Brand
SECRETARY-TREASURER

June 20, 2001

Via Facsimile – US Mail:

CERTIFIED MAIL 7000 1670 0005 1644 0504
RETURN RECEIPT REQUESTED

Ms. Catherine Sosso
Director – Labor Relations
Union Pacific Railroad Company
1416 Dodge Street, Room # 332

RE: **Relocation Claim of Engineers M.O. Coats and C.W. Kerr**

Dear Ms Sosso:

This has reference to our recent telephone discussions related to the Carrier's efforts to recover the relocation allowance paid to Engineers M.O. Coats and C.W. Kerr.

Without waiver of the position previously on the record that both engineers were properly entitled to the payment of the relocation allowance and all of the HAHT payments since the Carrier unilaterally returned these two (2) engineers to Jefferson City, and that all efforts to re-collect the relocation allowance are improper, the Carrier has been making deductions from both engineer's TPA payments attempting to recover the relocation monies.

Without waiver of any position of the Organization related to this dispute, this office has previously requested a status report as to how much money has been re-collected and current balance due, if any, for both Engineers Coats and Kerr. You advised that you had requested this information from Timekeeping Operations.

Please advise this office as to the current standing of both Mr. Coat's and Mr. Kerr's payroll records and specifically how much TPA was due each employee, each month since recollection efforts began, and specifically how much the Carrier has withheld each month, to date, in its improper efforts to re-coup the relocation allowance monies.

CARRIER'S EXHIBIT L
PAGE 1 OF 2

In previous conversations, the Parties have agreed to submit this disputed issue to New York Dock Arbitration before John B. LaRocco. The Organization requests that the issue be submitted to Mr. LaRocco at the next available date.

I will provide you with a list of all relocation disputes the Organization desires to submit to New York Dock Arbitration. It appears that the number of relocation disputes cannot be handled on one docket.

In addition, this office advised that it was still unclear which New York Dock issues to progress to your office and which New York Dock issues to progress to Ms. Ahart's office.

You advised that any claim, issue or dispute that related to NYD protective benefit payments, any issue that affected the calculation of NYD protective benefit payments, any issue that could result in an offset to NYD protective benefits or any issue that had any potential effect whatsoever, or any implication to the payment of New York Dock protective benefit payments, should be progressed to Ms. Ahart's office.

Only relocation allowance claims should be progressed to your office.

If I have misunderstood your comments, please advise to the contrary.

Yours truly,

Charles Rightnowar

Charles R. Rightnowar
General Chairman
Union Pacific – Central Region

CARRIER'S EXHIBIT 4
PAGE 2 OF 2

Brotherhood of Locomotive Engineers
General Committee of Adjustment
Union Pacific Railroad Central Region
320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

REC'D
SEP 1 0 2001
Labor Relations

C.R. Rightnowar
GENERAL CHAIRMAN
A.E. Rhodes
1ST VICE-CHAIRMAN
T.H. Wells
2ND VICE-CHAIRMAN
C.A. Brand
SECRETARY-TREASURER

September 06, 2001

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7000 1670 0005 1644 0337

Ms. Catherine Sosso
Director – Labor Relations
Union Pacific Railroad Company
1416 Dodge Street, Room # 332
Omaha, Nebraska 68179-0323

RE: Relocation Allowance of Engineer M.O. Coats and C.W. Kerr

Dear Ms Sosso:

The Organization has previously requested by letter dated June 20, 2001 **(Provided for your ready reference as Attachment "1")** an accounting of the deductions taken from the TPA of Engineers M.O. Coats and C.W. Kerr in order to determine the current account balance.

Mr. Coats has personally requested a similar accounting by letter dated December 28, 2000 addressed to former General Director W.S. Hinckley **(Provided for your ready reference as Attachment "2")**.

As of this date, your office has not complied with these requests. The Organization will reiterate the request to provide a current account balance of deductions taken from the TPA of Engineers M.O. Coats and C.W. Kerr for a current standing.

The above is without waiver of the position of the Organization that both engineers are entitled to the payment of the NYD relocation allowance and all reverse HAHT associated with the relocation.

I have received no response from my June 20, 2001 letter. As you are well aware the Organization has been attempting to pursue this relocation issue since as early as November of 2000.

If you are unable to have discussion in an attempt to resolve this dispute, the Organization will be left with no choice but to avail itself to expedited NYD arbitration.

CARRIER'S EXHIBIT M
PAGE 1 OF 5

Please advise.

Yours truly,

Charles R. Rightnowar
General Chairman
Union Pacific – Central Region

cc: M.O. Coats, Engineer, BLE
C.W. Kerr, Engineer, BLE

CARRIER'S EXHIBIT 17
PAGE 2 OF 5

Brotherhood of Locomotive Engineers

General Committee of Adjustment
Union Pacific Railroad Eastern Region

C.R. Rightnowar
GENERAL CHAIRMAN

D.W. Thurston
VICE-CHAIRMAN

C.R. Brand
SECRETARY-TREASURER

320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

June 20, 2001

Via Facsimile – US Mail:

CERTIFIED MAIL 7000 1670 0005 1644 0504
RETURN RECEIPT REQUESTED

Ms. Catherine Sosso
Director – Labor Relations
Union Pacific Railroad Company
1416 Dodge Street, Room # 332

RE: **Relocation Claim of Engineers M.O. Coats and C.W. Kerr**

Dear Ms Sosso:

This has reference to our recent telephone discussions related to the Carrier's efforts to recover the relocation allowance paid to Engineers M.O. Coats and C.W. Kerr.

Without waiver of the position previously on the record that both engineers were properly entitled to the payment of the relocation allowance and all of the HAHT payments since the Carrier unilaterally returned these two (2) engineers to Jefferson City, and that all efforts to re-collect the relocation allowance are improper, the Carrier has been making deductions from both engineer's TPA payments attempting to recover the relocation monies.

Without waiver of any position of the Organization related to this dispute, this office has previously requested a status report as to how much money has been re-collected and current balance due, if any, for both Engineers Coats and Kerr. You advised that you had requested this information from Timekeeping Operations.

Please advise this office as to the current standing of both Mr. Coat's and Mr. Kerr's payroll records and specifically how much TPA was due each employee, each month since recollection efforts began, and specifically how much the Carrier has withheld each month, to date, in its improper efforts to re-coup the relocation allowance monies.

CARRIER'S EXHIBIT 17
PAGE 3 OF 5

In previous conversations, the Parties have agreed to submit this disputed issue to New York Dock Arbitration before John B. LaRocco. The Organization requests that the issue be submitted to Mr. LaRocco at the next available date.

I will provide you with a list of all relocation disputes the Organization desires to submit to New York Dock Arbitration. It appears that the number of relocation disputes cannot be handled on one docket.

In addition, this office advised that it was still unclear which New York Dock issues to progress to your office and which New York Dock issues to progress to Ms. Ahart's office.

You advised that any claim, issue or dispute that related to NYD protective benefit payments, any issue that affected the calculation of NYD protective benefit payments, any issue that could result in an offset to NYD protective benefits or any issue that had any potential effect whatsoever, or any implication to the payment of New York Dock protective benefit payments, should be progressed to Ms. Ahart's office.

Only relocation allowance claims should be progressed to your office.

If I have misunderstood your comments, please advise to the contrary.

Yours truly,

Charles R. Rightnowar
General Chairman
Union Pacific – Central Region

CARRIER'S EXHIBIT 11
PAGE 4 OF 5

Michael O. Coats
3017 County Road 490
New Bloomfield, MO 65063
573-295-4811
573-230-1138
(fax) 573-295-4942

December 28, 2000

Mr. W. S. Hinckley
Director-Southern Region
Labor Relations
Union Pacific Railroad
1416 Dodge Street, Room 332
Omaha, NE 68179-0332

Dear Sir,

Per letter dated August3, 2000, from Andrea Gansen the Carrier began offsetting my TPA in an effort to improperly recollect moneys paid to me under the provisions of the Kansas City Hub Agreement, specifically the relocation provisions of that agreement. To this date I have not been furnished with any further accounting as to how much the carrier has offset my TPA in the months of August through November 2000. I request that this information be supplied to date as well as future monthly offsets the Carrier takes against my TPA.

I also would like to have an accounting as to how the relocation payment is being treated in regards to W-2 earnings, Railroad Retirement taxes, State and Federal taxes, and 401k contributions for the year 2000.

By letter dated November 1, 2000, I have turned the appeal as to the propriety of the Carrier's complete disregard of my right under the Kansas City Hub Agreement to relocate to Kansas City, to C. R. Rightnowar, BLE General Chairman.

Your prompt attention to this matter would be greatly appreciated.

Sincerely,

Michael O Coats

Michael O. Coats

.cc C.R. Rightnowar, BLE General Chairman

CARRIER'S EXHIBIT N
PAGE 5 OF 5

Brotherhood of Locomotive Engineers
General Committee of Adjustment
Union Pacific Railroad Central Region
320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

C.R. Rightnowar
GENERAL CHAIRMAN
R.E. Rhodes
1ST VICE-CHAIRMAN
T.H. Wells
2ND VICE-CHAIRMAN
C.R. Brand
SECRETARY-TREASURER

REC'D
OCT 12 2001
Labor Relations

October 10, 2001

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7000 1670 0005 1644 0283

Ms. Catherine Sosso
Director-Labor Relations
Union Pacific Railroad Company
1416 Dodge Street, Room # 332
Omaha, Nebraska 68179-0323

Dear Ms. Sosso:

This has reference to our discussions related to our upcoming meeting in St. Louis, Missouri at the UP Building during the week of October 15, 2001.

The Parties agreed to conference various issues including NYD Relocation Allowances for various engineers during our upcoming conference.

The NYD Relocation Allowance claims that the Organization desires to conference includes, but is not limited to, the following:

M.O. Coats	C.W. Kerr	S.O. Boykin
D.E. Laudzers	M.A. Katricka	J.P. Sevart

In addition, numerous individuals still do not have their TPA adjusted in accordance with the various Hub Agreements. The list of individuals requesting that their NYD TPA be adjusted include, but is not limited to, the following:

S.O. Boykin	E.D. Ivey	K.G. Timmons
L.S. Crafton, Jr.	R.W. Durkin	

CARRIER'S EXHIBIT N
PAGE 1 OF 2

In previous correspondence, the Parties agreed to arbitrate the undisturbed rest dispute. Specifically, the issue of whether or not an engineer assigned to the GXB loses his incentive day and guaranteed days when he avails himself to undisturbed rest pursuant to the System Agreement. Please advise as to when the Carrier will be able to arbitrate this dispute.

Another dispute that needs to be listed for arbitration is the issue of who qualifies for the $2.75 portion of the short crew allowance.

Please advise.

Yours truly,

Charles R. Rightnowar
General Chairman
Union Pacific – Central Region

CARRIER'S EXHIBIT N
PAGE 2 OF 2

TONY ZABAWA
General Director-
Timekeeping Operations

UNION PACIFIC RAILROAD COMPANY

1815 Capitol Avenue
Omaha, Nebraska 68102
Phone (402) 997-2000
Fax (402) 997-2365

October 11, 2000

Mr. Charles R. Rightnowar
General Chairman, BLE
320 Brookes Dr., Suite 115
Hazelwood, MO 63042

Dear Mr. Rightnowar:

This refers to your letter dated August 18, 2000, concerning held away from home terminal time and relocation allowances claimed for Zone 3 Kansas City Hub Engineers listed in your letter.

Currently Engineers L.D. Molloy, D. R. Snyder and A. L. Chachere are assigned to Kansas City turns and are receiving held away from home terminal time at Jefferson City. Engineers M. O. Coats and C. W. Kerr are assigned to Jefferson City turns and are receiving held away from home terminal time at Kansas City per instructions from Labor Relations dated June 02, 2000. They are currently not entitled to held away time at other locations and any claims for normal or reverse held away addressed in your letter for these individuals is declined.

All claims for relocation allowances are handled directly through the office of Labor Relations and those claims addressed in your letter are declined. Any future questions concerning this subject should be addressed directly to Catherine Sosso, Director Labor Relations.

Based on the above, any claim mentioned in your letter dated August 18, 2000, must be respectfully declined.

Sincerely,

Tony Zabawa
General Director Timekeeping

Cc: Catherine Sosso – Director Labor Relations
Michael Stom – Director Timekeeping

CARRIER'S EXHIBIT 0
PAGE 1 OF 2

Brotherhood of Locomotive Engineers

General Committee of Adjustment
Union Pacific Railroad Eastern Region

C.R. Rightnowar
GENERAL CHAIRMAN

D.W. Thurston
VICE-CHAIRMAN

C.R. Brand
SECRETARY-TREASURER

320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

August 18, 2000

CERTIFIED MAIL 7099 3400 0003 2972 2355
RETURN RECEIPT REQUESTED

cc: Bob
SIGNATURE
RESPONSE
PLEASE PREPARE FOR MY
BY
9/15
MIKE

A. A. Zabawa
General Director-Timekeeping Operations
1815 Capital Avenue
Omaha, NE 68102

Dear Mr. Zabawa:

Please accept this as our claim on behalf of the following Zone 3 Kansas City Hub Engineers for all monies improperly recouped from their relocation allowances, and for any monies improperly withheld from the reverse held-away-from-home terminal arbitrary payments due each:

	M.O. Coats ✓	(SSN. 490-56-9764)	MX125	RE36	SW40	HS MX283-M
	L. D. Molloy	(SSN. 487-60-0637)	MX125	RE26	KS22	HS MX125-M
	D. R. Snyder	(SSN. 428-88-2388)	MX125	RE36	KS42	HS MX125-M
*	C. W. Kerr ✓	(SSN. 499-44-8247)	MX125	RE36	UP1846-2400	HS MX125-M & HS ONLY MX283-MX
*	A. L. Chachere	(SSN. 513-78-2832)	MX125	RE36	KU33	HS MX125-MX.

If any of the above-named Engineers have been refused a relocation allowance, please accept this as our claim on behalf of that Engineer for his relocation allowance.

Please advise.

ON ATTACHMENT "D" = *

Sincerely,

Charles R. Rightnowar

CARRIER'S EXHIBIT D
2 OF 2

REC'D
JAN 0 3 2001
Labor Relations

Michael O. Coats
3017 County Road 490
New Bloomfield, MO 65063
573-295-4811
573-230-1138
(fax) 573-295-4942

December 28, 2000

Mr. W. S. Hinckley
Director-Southern Region
Labor Relations
Union Pacific Railroad
1416 Dodge Street, Room 332
Omaha, NE 68179-0332

Dear Sir,

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I also would like to have an accounting as to how the relocation payment is being treated in regards to W-2 earnings, Railroad Retirement taxes, State and Federal taxes, and 401k contributions for the year 2000.

By letter dated November 1, 2000, I have turned the appeal as to the propriety of the Carrier's complete disregard of my right under the Kansas City Hub Agreement to relocate to Kansas City, to C. R. Rightnowar, BLE General Chairman.

Your prompt attention to this matter would be greatly appreciated.

Sincerely,

Michael O. Coats

Michael O. Coats

.cc C.R. Rightnowar, BLE General Chairman

CARRIER'S EXHIBIT P
PAGE 1 OF 3

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA NEBRASKA 68179

August 3, 2000

110.61-20.326

Mr. M. O. Coats
3017 County Road 490
New Bloomfield, MO 65063

Dear Sir:

I am in receipt of your letter, postmarked July 22, 2000, regarding the Carrier's repeated requests for repayment of the relocation allowance you received under the provisions of the Kansas City Hub Implementation Agreement in the net amount of $20,700.

The Carrier's PINS records still show your home telephone number as 573-295-4811. I am sure CMS has not called that number frequently as they usually contact you on your cell phone (573-230-1138, which is also a Jefferson City prefix). While you state your opinion that there is nothing in the hub agreement nor New York Dock Conditions that prevent you from having two addresses, arbitration awards on the subject differ from your opinion. The example of having a vacation home is not analogous to the facts in your situation. If you consider your apartment in Kansas City to be a second address, it is clearly not your primary residence. Furthermore, I cannot understand how the Carrier is hindering your move to Kansas City, as you have been paid a net amount of $20,700 to do so. The Carrier does still send its correspondence on this matter to you at this address as you have indicated (by your return address and letterhead) that New Bloomfield is your principle place of residence.

While you state that Side Letter 16 of the St. Louis Hub and Side Letter 7 of the Kansas City hub give you the right to relocate to Kansas City, I am not arguing that you cannot relocate to Kansas City. However, you have failed to relocate your primary residence to Kansas City. Instead, you sold property you owned in Jefferson City and remained at your wife's residence in Jefferson City while renting an apartment in Kansas City. This is not relocation warranting payment of allowance under New York Dock Conditions nor the Hub Agreement. I will also note that the Carrier does not agree with your interpretation of Side Letter 7 concerning engineer prior rights to turns in the Jefferson City – Kansas City pool when they voluntarily relocate to Kansas City.

Despite your accusations of being held to a different standard than others who have allegedly relocated under hub agreements, my review of relocation

files does not indicate any special attention to your case. As a matter of information, you are not the only individual in the Kansas City – Jefferson City pool from who relocation allowance is being recollected. Furthermore, similar efforts are being made system-wide due to the incredible abuse of the relocation allowance provisions.

This matter is clearly governed by the dispute resolution mechanisms of the New York Dock Conditions. The entirety of your relocation and allowance has its genesis in the Hub Agreement created due to the Surface Transportation Board's decision in Finance Docket 32760, which applied New York Dock Conditions to the Union Pacific/Southern Pacific merger. I do not know what case you refer to at the First Division with reference to the North Little Rock/Pine Bluff Hub. If it deals with the time a train comes to rest, it sounds like a dispute over collective bargaining agreement language, clearly governed by the RLA dispute resolution process. Should you need further clarification, please review NRAB Second Division Award 13265. Additionally, I do not know of any New York Dock relocation dispute that has been adjudicated by the First Division. The Carrier reaffirms its positions that this matter must be progressed in accordance with the provisions of the New York Dock Conditions. I am agreeable to conference this claim with you, please contact me by phone (402/271-6607) to set up a mutually agreeable time and date.

Absent your agreement to set up a payment schedule for recollection, the Carrier will commence off-setting your TPA. Therefore, the amount of $1,754.60 has been credited against your balance of $20,700.00.

Finally, as a point of information, you should be aware that your General Chairman has asserted that it is not proper to treat engineers who have improperly received relocation allowances any differently than engineers who are charged with falsifying pay records.

Sincerely,

Andrea Gansen
Director Labor Relations

Copy to: W. Scott Hinckley
C. R. Rightnowar
Marilyn Ahart

CARRIER'S EXHIBIT P
PAGE 3 OF 3

Michael Coats
3017 County Road 490
New Bloomfield, MO 65063
573-295-4811
573-230-1138
(fax) 573-295-4942

January 18, 2001

Charles R. Rightnowar
General Chairman - BLE
320 Brookes Drive, Suite 115
Hazelwood, MO 63042

Dear Sir and Brother,

Enclosed are the respective dates and hours of HAHT for both myself and Engineer CW Kerr as requested by your office. These will give you a number to reflect upon when discussing our case with the Carrier.

You should also note and take into consideration the Carrier is offsetting my TPA on a monthly basis to recoup the moving allowance paid to me. This amount should also be included in the arguments on my behalf. The Carrier is not offsetting Engineer Kerr's TPA at this time. I have written the Carrier a letter requesting the amounts they have offset my TPA and as of this date have not received a reply.

Thanks in advance for your prompt attention to this mater.

Fraternally,

Michael Coats

Michael Coats

CARRIER'S EXHIBIT Q
PAGE 1 OF 5

06/04/00	18'30"
06/16/00	29'25"
06/28/00	53'45"
06/30/00	14'00"
07/02/00	07'40"
07/15/00	06'20"
07/18/00	23'40"
07/20/00	06'10"
07/22/00	01'05"
07/25/00	14'45"
08/31/00	03'15"
09'03/00	16'30"
09/14/00	08'50"
09/29/00	13'15"
10/02/00	32'36"
10/04/00	15'45"
10/11/00	06'15"
10/14/00	02'35"
10/16/00	19'55"
10/19/00	13'50"
10/22/00	15'00"
10/24/00	13'47"
10/26/00	09'15"
10/29/00	11'55"
11/06/00	16'50"
11/08/00	02'15"
11/10/00	01'35"
11/13/00	19'25"
11/16/00	20'00"
11/26/00	15'45"
11/28/00	19'20"
12/05/00	13'01"
12/08/00	13'35"
12/10/00	16'30"
12/13/00	21'35"
12/15/00	10'05"
12/18/00	23'30"
12/21/00	12'55"
12/29/00	08'15"
01/06/01	07'10"
01/08/01	09'40"
01/11/01	18'50"

Total of 608'54" times $19.92 = $12,129.29 through 01/11/01 for Michael Coats

CARRIER'S EXHIBIT Q
PAGE 2 OF 4

SLIP # , DATES, FOR REVERSE LODGING NOT PAID FOR C W KERR BEGINNING 06/21/0

SLIP #	DATE	OFF DUTY	CLAIMED
621	06 21 00	32 hrs 16 mins	16 hrs 16 mins
625	06 25 00	23 hrs 40 mins	7 hrs 40 mins
627	06 27 00	27 hrs 10 mins	11 hrs 10 mins
630	06 30 00	33 hrs 11 mins	17 hrs 11 mins
705	07 05 00	45 hrs 16 mins	29 hrs 16 mins
707	07 07 00	30 hrs 41 mins	14 hrs 41 mins
710	07 11 00	28 hrs 45 mins	12 hrs 45 mins
712	07 13 00	33 hrs 10 mins	17 hrs 10 mins
715	07 15 00	24 hrs 45 mins	8 hrs 45 mins
717	07 17 00	34 hrs 18 mins	18 hrs 18 mins
720	07 20 00	25 hrs 20 mins	9 hrs 20 mins
724	07 25 00	29 hrs 55 mins	13 hrs 55 mins
803	08 07 00	22 hrs 20 mins	6 hrs 20 mins
805	08 06 00	21 hrs 40 mins	5 hrs 40 mins
807	08 08 00	17 hrs	1 hr
810	08 11 00	30 hrs	14 hrs
816	08 17 00	36 hrs 35 mins	20 hrs 35 mins
819	08 19 00	27 hrs 05 mins	11 hrs 05 mins
821	08 22 00	29 hrs 49 mins	13 hrs 49 mins
824	08 25 00	31 hrs 25 mins	15 hrs 25 mins
826	08 27 00	25 hrs 15 mins	9 hrs 15 mins
929	08 29 00	28 hrs 50 mins	12 hrs 50 mins
831	09 01 00	19 hrs	3 hrs
927	09 27 00	24 hrs 50 mins	8 hrs 50 mins
929	09 30 00	20 hrs 10 mins	4 hrs 10 mins
1002	10 02 00	31 hrs 11 mins	15 hrs 11 mins
1004	10 05 00	36 hrs	20 hrs
1007	10 08 00	33 hrs 30 mins	17 hrs 30 mins
1009	10 10 00	24 hrs	8 hrs
1011	10 13 00	21 hrs 35 mins	5 hrs 35 mins
1019	10 20 00	30 hrs 35 mins	14 hrs 35 mins
1022	10 22 00	28 hrs 15 mins	12 hrs 15 mins
1024	10 24 00	29 hrs 28 mins	13 hrs 28 mins
1107	11 01 00	34 hrs 35 mins	18 35 mins
1103	11 04 00	35 hrs 50 mins	19 hrs 50 mins
1106	11 06 00	33 hrs 20 mins	17 hrs 20 mins
1108	11 09 00	26 hrs 50 mins	10 hrs 50 mins
1113	11 13 00	38 hrs 25 mins	22 hrs 25 mins
1116	11 16 00	36 hrs 35 mins	20 hrs 35 mins
1118	11 18 00	19 hrs	3 hrs
1121	11 21 00	35 hrs 50 mins	19 hrs 50 mins
1123	11 23 00	21 hrs 35 mins	5 hrs 35 mins
1126	11 26 00	32 hrs 15 mins	16 hrs 15 mins
1128	11 28 00	27 hrs 40 mins	11 hrs 40 mins
1130	12 01 00	27 hrs 45 mins	11 hrs 45 mins

CARRIER'S EXHIBIT 9
PAGE 3 OF 4

1103	12 03 00	27 hrs 10 mins	11 hrs 10 mins
1205	12 06 00	34 hrs 25 mins	18 hrs 25 mins
1208	12 08 00	30 hrs 05 mins	14 hrs 05 mins
1215	12 16 00	26 hrs	10 hrs
1218	12 18 00	27 hrs 50 mins	11 hrs 50 mins
1221	12 21 00	28 hrs 10 mins	12 hrs 10 mins
1228	12 29 00	17 hrs 50 mins	1 hr 50 mins
101	01 01 01	51 hrs 05 mins	35 hrs 05 mins
104	01 04 01	40 hrs 10 mins	24 hrs 10 mins
106	01 06 01	24 hrs	8 hrs
108	01 09 01	26 hrs 05	9 hrs 06 mins

THIS IS A LIST TO THIS DATE 01 10 01

TOTAL TIME 754 HRS 30 MINS TIMES $19.92 PER HOUR = $15,029.64

CARRIER'S EXHIBIT 9
PAGE 4 OF 4

Brotherhood of Locomotive Engineers

General Committee of Adjustment
Union Pacific Railroad Central Region

C.R. Rightnowar
GENERAL CHAIRMAN

R.E. Rhodes
1ST VICE-CHAIRMAN

T.H. Wells
2ND VICE-CHAIRMAN

C.R. Brand
SECRETARY-TREASURER

320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

January 12, 2002

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7001 1140 0001 0835 1341

Ms. Catherine Sosso
Director-Labor Relations
Union Pacific Railroad Company
1416 Dodge Street, Room # 332
Omaha, Nebraska 68179-0323

Dear Ms Sosso:

This will acknowledge receipt of your letter dated December 28, 2001 **(Carrier File No. 110.61-21-326 and 110.61-20-326, 360-7) (Provided for your ready reference as Attachment "1")** referencing the Parties conference and subsequent discussions of the claims for the relocation allowance of Engineer M.O. Coats and Engineer C.W. Kerr as set forth in the Kansas City Hub Merger Implementing Agreement. Pursuant to the Kansas City Hub Merger Implementing Agreement, claim has also been made for payment of all held-away-from-home terminal payments, for both engineers, associated with the relocation from Jefferson City to Kansas City, as provided in the Kansas City Hub Merger Implementing Agreement.

The version of events stated in your December 28, 2001 letter are an inaccurate depiction of the conference of these claims and our subsequent meeting and discussion of the two (2) claims in your Omaha, Nebraska, office on December 07, 2001. When these two claims, and others relocation claims, were conferenced in St. Louis, Missouri, on October 15, 2001, the Organization provided all the documentation supporting the claims for your review and consideration. During our conference discussions, you advised that upon your return to Omaha you would discuss the claims with Mr. Meredith and make an offer the resolve the claims on property.

Our discussions on December 07, 2001, was to discuss a possible settlement offer for the claims, promised in St. Louis on October 15, and not for re-conferencing of the claims. You are

CARRIER'S EXHIBIT R
PAGE 1 OF C

correct when stating that during these discussions the Organization did not bring its entire file related to the claims to your Omaha office. During our discussions on December 07, 2001, you made no settlement offer and advised that you had yet to discuss a potential settlement offer with Mr. Meredith.

The Parties have discussed these two (2) claims, with numerous conferences, for more than a year. Each time the discussions were had, you advised that you were going to make a settlement offer. Subsequent to you statements that you were going to make a settlement offer, no offer was forthcoming. In order to achieve a resolution of the two (2) claims referenced above, and other NYD relocation allowance claims, and after the promised settlement offers had been made after almost a year of promises, the Organization properly filed for New York Dock arbitration seeking a final resolution of the claims. It appears that your office is determined to delay final resolution of this matter as long as possible. The Organization seeks resolution.

Further, the Carrier has refused to pay NYD protective benefits to Engineer M.O. Coats in its efforts to improperly seek restitution of the relocation allowance previously paid. After numerous requests, both by this office and Mr. Coats personally, for a current status report as to how much had been deducted, your office has yet to give this office, or Mr. Coats, a current accounting of how much money has been deducted from Mr. Coats entitled NYD protective payments. Identical requests, without a current account status provided, have been made for Engineer C.W. Kerr.

Additionally, this office has requested documentation as to how much HAHT has been declined for both engineers since the Carrier took the position that both engineers were not entitled to the relocation allowance and began their efforts at re-collection and began declining entitled HAHT payments at Jefferson City. Engineer Coats and Kerr are entitled to the payment of HAHT at Jefferson City pursuant to the Kansas City Hub Merger Implementing Agreement. Your office has provided no accounting, although requested on numerous occasions, for the HAHT declined for both engineers at Jefferson City.

Without waiver of the above and without waiver of any position set forth by the Organization related to these claims, and other disputed NYD relocation allowance claims, the following documentation is provided for your review.

A sampling of timeslips filed verifying how much HAHT Engineer M.O. Coats is entitled to at Jefferson City **(Provided for your ready reference as Attachment "2")**. The enclosed timeslips do not represent all the claims filed for HAHT at Jefferson City by Mr. Coats, as there are other claims for HAHT at Jefferson City that are not currently in the possession of the Organization. All claims for HAHT at Jefferson are incorporated by reference and made a part of the record as though fully set forth herein.

A sampling of timeslips filed verifying how much HAHT Engineer C.W. Kerr is entitled to at Jefferson City **(Provided for your ready reference as Attachment "3")**. The enclosed timeslips do not represent all the claims filed for HAHT at Jefferson City by Mr. Kerr, as there are other claims for HAHT at Jefferson City that are not currently in the possession of the

CARRIER'S EXHIBIT R
PAGE 2 OF 6

Organization. All claims for HAHT at Jefferson are incorporated by reference and made a part of the record as though fully set forth herein.

Carrier generated documents reveal that both Engineer M.O. Coats and Engineer C.W. Kerr were treated in a disparate manner from Engineer L.D. Molloy who also applied for and received the in lieu of relocation allowance as provided by the Kansas City Hub Merger Implementing Agreement **(Provided for your ready reference as Attachment "4")**.

Carrier generated documents reveal that both Engineer M.O. Coats and Engineer C.W. Kerr were treated in a disparate manner from Engineer J.P. Sevart who also applied for and received the in lieu of relocation allowance as provided by the Kansas City Hub Merger Implementing Agreement **(Provided for your ready reference as Attachment "5")**.

Carrier generated documents reveal that both Engineer M.O. Coats and Engineer C.W. Kerr were treated in a disparate manner from Engineer A.L. Chachere who also applied for and received the in lieu of relocation allowance as provided by the Kansas City Hub Merger Implementing Agreement **(Provided for your ready reference as Attachment "6")**.

Carrier generated documents reveal that both Engineer M.O. Coats and Engineer C.W. Kerr were treated in a disparate manner from Engineer D.R. Snyder who also applied for and received the in lieu of relocation allowance as provided by the Kansas City Hub Merger Implementing Agreement **(Provided for your ready reference as Attachment "7")**.

Carrier generated records related to this dispute for Engineer M.O. Coats that have previously been made a part of the records are enclosed **(Provided for your ready reference as Attachment "8")**.

Carrier generated records related to this dispute for Engineer C.W. Kerr that have previously been made a part of the records are enclosed **(Provided for your ready reference as Attachment "9")**.

Correspondence pertaining to this dispute previously made a part of the record in enclosed **(Provided for your ready reference as Attachment "10")**.

All other Carrier generated documents surrounding this dispute, not provided herein, are incorporated by reference into this document as though fully set forth herein.

All other correspondence between the Parties and documents provided to the Carrier by the Claimants, not provided herein, is incorporated by reference into this letter as though fully set forth herein.

All documents previously conferenced by the Parties related to the relocation allowance claim of Engineer S.M. Jungers are enclosed **(Provided for your ready reference as Attachment "11")**.

CARRIER'S EXHIBIT N
PAGE 3 OF 6

All other Carrier generated documents surrounding this dispute, not provided herein, are incorporated by reference into this document as though fully set forth herein.

All other correspondence between the Parties and documents provided to the Carrier by the Claimants, not provided herein, is incorporated by reference into this letter as though fully set forth herein.

All documents previously conferenced by the Parties related to the relocation allowance claim of Engineer D.E. Luadzers are enclosed **(Provided for your ready reference as Attachment "12")**. At conference, you advised that the only remaining issue that would determine whether or not Engineer Luaders was entitled to the relocation allowance was whether or not his relocation left him farther away from his new work assignment or nearer his new work assignment. Documents provided herein establishes that Engineer Luaders is entitled to the payment of the relocation allowance as set forth in the Kansas City Hub Merger Implementing Agreement.

All other Carrier generated documents surrounding this dispute, not provided herein, are incorporated by reference into this document as though fully set forth herein.

All other correspondence between the Parties and documents provided to the Carrier by the Claimants, not provided herein, is incorporated by reference into this letter as though fully set forth herein.

All documents previously conferenced by the Parties related to the relocation allowance claim of Engineer D.E. M.A. Katricka are enclosed **(Provided for your ready reference as Attachment "13")**.

All other Carrier generated documents surrounding this dispute, not provided herein, are incorporated by reference into this document as though fully set forth herein.

All other correspondence between the Parties and documents provided to the Carrier by the Claimants, not provided herein, is incorporated by reference into this letter as though fully set forth herein.

All documents previously conferenced by the Parties related to the relocation allowance claim of Engineer S.O. Boykin are enclosed **(Provided for your ready reference as Attachment "14")**. As agreed to in conference, Engineer S.O. Boykin was treated in a disparate manner than Engineer E.K. Ivey who also left his position as a company manager during the same time frame as did Engineer Boykin. You advised that the decision not to pay Engineer Boykin the relocation allowance (E.K. Ivey was paid the NYD relocation allowance) might have been precipitated by internal company politics and further, that you felt that Engineer Boykin was entitled to the relocation allowance due to the fact that same had been paid to Engineer E.K. Ivey. You advised that you would confer with your superiors and try to pay the relocation allowance claim as you felt that Engineer Boykin was entitled to payment of the relocation allowance.

CARRIER'S EXHIBIT N
PAGE 4 OF 6

All other Carrier generated documents surrounding this dispute, not provided herein, are incorporated by reference into this document as though fully set forth herein.

All other correspondence between the Parties and documents provided to the Carrier by the Claimants, not provided herein, is incorporated by reference into this letter as though fully set forth herein.

At conference, you advised that all issues of adjustments of NYD protective payments should properly be referred to Ms. Marilyn Ahart of the Protection Bureau.

All claims for NYD relocation allowances are supported by the in lieu of arrangements negotiated in the St. Louis, Kansas City and North Little Rock/Pine Bluff Hub Merger Implementing Agreements.

If after a review of the documents provided herein, you are unable to pay the relocation allowance claims, stand advised that the Organization still requests NYD expedited arbitration to resolve the disputes.

As agreed to by the Parties previously, the Organization is agreeable to John B. LaRocco as the arbitrator.

The Carrier is advised that as of this date, your office has provided no documents to this office supporting the Carrier's position related to these in lieu of NYD relocation allowance claims. As such, based upon the position set forth in your December 28, 2001, letter, the Carrier is barred from using any document in arbitration not previously provided to the Organization.

Please advise.

Yours truly,

Charles Rightnowar
General Chairman
Union Pacific – Central Region

CARRIER'S EXHIBIT R
PAGE 5 OF 6

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

December 28, 2001
Files: 110.61-21-326
110.61-20-326
360-7

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

RE: Relocation Claims

Dear Sir:

This refers to my letter dated November 16, 2001, and our discussion in my office on Friday, December 7, 2001, concerning the handling of the relocation disputes. On both occasions you did not come prepared with the your files and documentation concerning these claims. In order to fully address the issues associated with the Claimants you have identified, I asked you to provide copies of the documents you are relying on in support of your claims so I may fully respond to your requests for payment.

This request is to ensure we have complete exchange of information so I can make informed decisions regarding any potential on property resolution of these claims prior to proceeding to party-pay New York Dock arbitration. Once I receive this information, I will promptly respond in writing.

To date, I have not received any of the requested information. I do not consider these cases ripe for arbitration until we conclude the on property handling by fully documenting our respective positions.

As I advised, once we conclude the on property handling, I have committed to scheduling arbitration of any outstanding claims as expeditiously as possible.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

CARRIER'S EXHIBIT 12
PAGE 6 OF 6

FILE COPY

UNION PACIFIC RAILROAD COMPANY

R. D. ROCK – DIRECTOR
LABOR RELATIONS
1416 DODGE STREET
OMAHA NEBRASKA 68179

January 6, 2003

MR JOHN B LaROCCO
ARBITRATOR
928 SECOND ST #300
SACRAMENTO CA 95814-2201

Dear Sir:

This is in reference to our conversation concerning relocation disputes which developed out of the Union Pacific and Southern Pacific merger.

This will confirm our discussion that the Board established under the provision of New York Dock will convene at 1:00 p.m. on February 4, 2002 at your office in Sacramento, California.

I you have any conflicts, please contact me at (402) 271-4353.

Look forward to meeting with you at that time.

Yours truly,

R. D. Rock
Director - Labor Relations

CC: C. R. Rightnowar

CARRIER'S EXHIBIT 5
PAGE 1 OF 1

J010603.RDR (1)

FILE COPY

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

April 12, 2002

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

Dear Sir:

This is in reference to my letter of April 9, 2002, concerning relocation allowances for M. A. Katricka, S. O. Boykin, M. O. Coats, and C. W. Kerr.

The files associated with the various relocation requests have been reviewed. All four (4) disputes mentioned above involve *"in-lieu-of"* allowances for alleged relocations. The respective agreements have been reviewed and it is obvious that these requests are not New York Dock related.

The language in each of the respective agreements reads as follows:

"Engineers required to relocate under this Agreement will be governed by the relocation provisions of New York Dock in-lieu-of New York Dock provisions, an employee required to relocate may elect one of the following options:..."

Based on the clear language of the Agreement, the Claimants forfeited the provisions of New York Dock when they requested the *"in-lieu-of"* allowance.

The Claimants did not request relocation under the provision of New York Dock. Instead, the Claimants requested an *"in-lieu-of"* allowance. Since the Claimants rejected New York Dock, it cannot now be argued that New York Dock arbitration applies.

The claims for Messrs. Katricka, Boykin, Coats, and Kerr are merely Section 3 claims under the provisions of the Railway Labor Act. Therefore, the Carrier is not agreeable to New York Dock arbitration. If the Organization wishes to pursue these claims, it should submit them to the First Division of the National Railroad Adjustment Board for final adjudication.

Furthermore, the claims are procedurally defective since they have not been handled in accordance with the System Agreement – Claim Handling Process.

Yours truly,

R D ROCK
DIRECTOR – LABOR RELATIONS

CARRIER'S EXHIBIT 7
PAGE 1 OF 1

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FILE COPY

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

April 9, 2002

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

Dear Sir:

This is in reference to your letter of April 2, 2002, concerning relocation allowance and associated claims for reverse HAHT.

I am currently reviewing the files associated with the various relocation disputes. This is somewhat of a time-consuming process due to the volume of paper involved. After my review of the necessary documents pertaining to those issues involving New York Dock, an agreement will be prepared and forwarded to your office.

This letter will also serve to advise you that the Carrier is not agreeable to John B. LaRocco as the New York Dock arbitrator.

If you have any questions, please feel free to contact me.

Yours truly,

R D ROCK
DIRECTOR – LABOR RELATIONS

CARRIER'S EXHIBIT 4
PAGE 1 OF 1

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CRA-BLE
CRA-UTU

Brotherhood of Locomotive Engineers

1370 ONTARIO STREET
CLEVELAND, OHIO 44113-1702
TELEPHONE (216) 241-2630
FAX (216) 241-6516

EDWARD DUBROSKI
International President

RECEIVED
FEB 29 2000
LABOR RELATIONS
NORFOLK SOUTHERN CORP.

February 23, 2000

Mr. Roland Watkins, Director
Arbitration Services – National Mediation Board
1301 K St. NW, Suite 250E
Washington, DC 20572

VIA FAX AND U.S. MAIL

Dear Mr. Watkins:

Please refer to your letter dated February 14, 2000 to Mr. David N. Ray, Assistant Vice President Labor Relations, Norfolk Southern Corporation, copied to me, in which you solicit my comments with respect to the Carrier's request for the designation of a referee to resolve a purported dispute between the Carrier, UTU and this Organization, in accordance with the provisions of Sections 4 and 11 of the New York Dock Protective Conditions imposed pursuant to Surface Transportation Board Finance Docket No. 33388. For the following reasons, this Organization vehemently objects to the Board's characterization of this dispute as one falling under Sections 4 or 11 of New York Dock and its designation of a referee in connection with this matter as inappropriate and improper.

The purported dispute that the Carrier and UTU seek to resolve via the New York Dock arbitration process is neither a transaction nor a dispute contemplated by either Sections 4 or 11 of the Protective Conditions. The problem that the Carrier and UTU are attempting to solve via their attempted abuse of those arbitration provisions concerns the manner in which candidates for engineer training are selected from the ranks of trainmen and ultimately establish seniority as engineers. Rules currently exist that control this process; however, Carrier and UTU are unhappy with the status quo and wish to reach an agreement that is, in their view, easier to administrate.

Section 4 of the Protective Conditions contains an arbitration provision to be invoked in the event the parties are unable to voluntarily reach an implementing agreement. Section 11 of the Protective Conditions governs the arbitration of disputes over the application of certain elements of the Protective Conditions themselves. Both UTU and this Organization reached voluntary implementing agreements in connection with the establishment of the NS Lake Region Hub Network. Both Implementing Agreements left unchanged, for employees promoted after the date of the transaction, pre-existing rules governing, in the case of UTU, the selection and rank of engineer trainees and, in the case of this Organization, the establishment of engineer's seniority. During the meetings that have been held to discuss this problem, our position has been that there is really no dispute over the interpretation of any existing rules, but rather a desire of the Carrier and

CARRIER'S EXHIBIT V
PAGE 1 OF 2

UTU to change the existing rule to make it easier to administrate, at the expense of fairness to a certain group of employees, namely those who take promotion to engineer at their earliest opportunity. They are reluctant to effect this change voluntarily because to do so would involve alienating these people, and the imprimatur of a New York Dock referee will give them the plausible deniability they need.

The Carrier will undoubtedly argue, in support of their request for the appointment of a referee, that this "dispute" is a function of the NS/Conrail acquisition. While post-transaction developments have heightened concern over the issues underlying this "dispute," the parties were engaged in an ongoing dialogue over this matter long before the transaction. Were it truly transaction related, it would have been addressed in the Implementing Agreements. The parties should not be allowed to conduct what should be negotiations under Section 6 of the Railway Labor Act as an orchestrated "dispute" under the guise of New York Dock.

We emphasize our strong objection to the designation of a referee in connection with this matter, inasmuch as no dispute properly referable to a referee under Sections 4 or 11 of the New York Dock Protective Conditions exists.

Sincerely,

Edward Dinkoski

President

cc: S. D. Speagle, GC, NS (Northern Lines)
C. L. Little, President - UTU
D. G. Strunk, GC – UTU
D. N. Ray, AVP Labor Relations, NS
R. Kuhn, Asst. Dir. Labor Relations, NS

CARRIER'S EXHIBIT V
PAGE 2 OF 2

Brotherhood of Locomotive Engineers

1370 ONTARIO STREET
CLEVELAND, OHIO 44113-1702
TELEPHONE: (216) 241-2630
FAX: (216) 241-6516
E-MAIL: hahs@ble.org

DON M. HAHS
International President

June 12, 2002

Mr. Roland Watkins
Director, Arbitration Services
National Mediation Board
1301 K Street, N.W.
Suite 250 East
Washington, D.C. 20572

Re: New York Dock Arbitration:
Union Pacific Railroad Company and Brotherhood of Locomotive Engineers

Dear Mr. Watkins:

I am in receipt of a letter to you dated May 28, 2002, from Mr. Charles R. Rightnowar, General Chairman for the General Committee of Adjustment, Brotherhood of Locomotive Engineers, Union Pacific Railroad Central Region, in which Mr. Rightnowar requests the appointment of a New York Dock arbitrator in regard to merger relocation allowances arising from the Merger Implementing Agreement for Union Pacific's Kansas City Hub imposed in connection with the merger of the Union Pacific/Southern Pacific approved in Finance Docket No. 32760. I am also in receipt of the June 4, 2002 reply from R. D. Rock, Director-Labor Relations, Union Pacific Railroad Company. Mr. Rock takes the position that the relocation allowances are not New York Dock related claims and should be sent to a procedural neutral under Section 3, Second of the Railway Labor Act, 45 U.S.C. §153, Second.

The Brotherhood of Locomotive Engineers disagrees with Union Pacific's contention. As the Mediation Board has repeatedly held, its role is limited with respect to requests for arbitral appointments under STB (formerly ICC) protective conditions. Denver & Rio Grande Western R.R. Co., 7 NMB 409 (1980). In that case, the Board said in terms applicable in this case:

> This Board has no authority to look behind the procedural soundness of any such request. Rather, the Board acts in a ministerial capacity on the basis of administrative comity with the Interstate Commerce Commission.

CARRIER'S EXHIBIT W
PAGE 1 OF 2

From this ruling and the subsequent application of this rationale, the NMB consistently has stated that it "has no legitimate role in the resolution of any procedural or technical questions with regard to this dispute, and should not be a party to them."

The Board's approach in appointing the requested arbitrator without reaching any decision on procedural contentions was confirmed in Ozark Air Lines, Inc. v. National Mediation Board, 797 F.2s 557 (8th Cir. 1986). In that decision, the Court held that it would be contrary to "public policy" to "force [the NMB] to decide the appropriateness of each request for an arbitrator" because such a role "would seriously interfere with NMB's neutrality in labor-management relations, run counter to Congressional policies in creating NMB, and retard its statutory purpose." 797 F.2d at 564.

As the agency has pointed out in its form letter accompanying the appointment of New York Dock arbitrators, the Court further found that the federal courts do not have jurisdiction to force the Board to decide whether a dispute, like that involved herein, is arbitrable.

Based upon the above reasoning and the Board's well-established policy, the Brotherhood of Locomotive Engineers respectfully submits that the Board should proceed to appoint a New York Dock arbitrator on these matters.

Very truly yours,

Don M. Hahs
International President

cc: C. R. Rightnowar, General Chairman-UP (Eastern)
H. A. Ross, General Counsel-BLE

CARRIER'S EXHIBIT W
PAGE 2 OF 2

READER COPY

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

June 4, 2002

MR ROLAND WATKINS
DIR OF ARB SVCS
NATIONAL MEDIATION BOARD
1031 "K" ST NW STE 250 EAST
WASHINGTON DC 20572

Dear Sir:

This is in reference to BLE General Chairman Rightnowar's letter of May 28, 2002, concerning the selection of an arbitrator for alleged New York Dock arbitration. A copy of Mr. Rightnowar's letter is attached for your reference.

The Carrier has advised the Organization it is agreeable to arbitrating these cases, but not under the provisions of New York Dock.

All four (4) disputes mentioned by the General Chairman involve *"in-lieu-of"* allowances for alleged relocation. Based on the respective agreements, it is obvious that these requests are not New York Dock related.

The Claimants did not request relocation under the provisions of New York Dock. The Claimants requested an *"in-lieu-of"* allowance. Since the Claimants rejected New York Dock, it cannot now be argued that New York Dock arbitration applies.

The Carrier has proposed that the Organization submit these claims to the First Division of the National Railroad Adjustment Board for adjudication since they are Section 3 claims under the provisions of the Railway Labor Act.

Furthermore, since the parties disagree as to the proper course of action, a procedural board must be established to determine if the claims are Section 3 arbitration or New York Dock arbitration. Once this has been determined, a merits board may be established.

The Carrier is agreeable to the establishment of a procedural board.

Yours truly,

(Original Signed)

R D ROCK
DIRECTOR – LABOR RELATIONS

Attachment

CC: Mr. C. R. Rightnowar – BLE

CARRIER'S EXHIBIT X
PAGE 1 OF 1

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Brotherhood of Locomotive Engineers
General Committee of Adjustment
Union Pacific Railroad Central Region

C.R. Rightnowar
GENERAL CHAIRMAN
R.E. Rhodes
1ST VICE-CHAIRMAN
T.H. Wells
2ND VICE-CHAIRMAN
C.R. Brand
SECRETARY-TREASURER

320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

REC'D
MAY 31 2002
Labor Relations

May 28, 2002

Mr. Roland Watkins
Director Arbitration Services
National Mediation Board
1301 K Street, N.W., Suite 250 East
Washington, D.C. 20572-0002

Re: New York Dock Arbitration

Dear Mr. Watkins:

A dispute has arisen between the Brotherhood of Locomotive Engineers and the Union Pacific Railroad Company as to an interpretation of the Merger Implementing Agreement (Kansas City Hub) in connection with the approved Merger of Union Pacific Corporation, Union Pacific Railroad Company/Missouri Pacific Railroad Company and Southern Pacific Rail Corporation, Southern Pacific Transportation Company, St. Louis Southwestern Railroad Company, SPCSL Corp., and the Denver & Rio Grande Railroad Company in Finance Docket 32760. In approving this transaction, the Surface Transportation Board imposed New York Dock labor protective conditions.

The specific issues to be resolved concern the relocation allowances for M. A. Katricka, S. O. Boykin, M. O. Coats, C. W. Kerr, and S. M. Jungers.

Efforts to select an Arbitrator by mutual agreement have been unsuccessful, and the Organization, therefore, requests that the National Mediation Board provide a list of Arbitrators from which a selection can be drawn. Please provide instructions to the parties as to the proper selection procedures.

Thank you for your consideration to this matter.

Sincerely,

Charles R. Rightnowar

CARRIER'S EXHIBIT 9
PAGE 1 OF 9

NATIONAL MEDIATION BOARD
WASHINGTON, D.C. 20572

(202) 692-5000

REC'D
JUN 28 2002
Labor Relations

June 24, 2002

Mr. Don M. Hahs
International President
Brotherhood of Locomotive Engineers
1370 Ontario Street
Cleveland, OH 44113-1702

Mr. R. D. Rock
Director Labor Relation
Union Pacific Railroad Company
1416 Dodge Street
Omaha, NE 68179

Re: New York Dock - Union Pacific Railroad Company
and Brotherhood of Locomotive Engineers

Gentlemen:

Reference is made to the Brotherhood of Locomotive Engineers' request for the National Mediation Board to provide a list arbitrators from which a selection can be made to resolve the above-captioned dispute in accordance with the New York Dock protective conditions involving the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers.

In light of concerns which have been recently raised about the arbitrators provided in cases of this nature, enclosed is a list of thirty (30) qualified neutrals. You are each requested to provide a list of fifteen (15) preferred arbitrators from this list. Your information will be kept confidential and used only for the purposes of this case. The Board will promptly provide you with a panel of seven neutrals after receiving your preferences. The lists, along with other relevant information will be considered by the Board in

CARRIER'S EXHIBIT 2
PAGE 1 OF 9

compiling the panel of seven arbitrators. The lists must be submitted by 4:00 p.m., Monday, July 8, 2002. You may submit the information by facsimile. The number for Arbitration Services is 202-692-5086.

Sincerely,

Roland Watkins
Director, Arbitration Services

CARRIER'S EXHIBIT 2
PAGE 2 OF 9

NATIONAL MEDIATION BOARD
1934

(202) 692-5000

Robbin, I don't think I have this logged into the NYD index.
marilyn

REC'D
JUL 22 200
Labor Relations

Mr. John B. LaRocco
2001 H Street
Sacramento, CA 95814-31

RE: New York Dock Arbitration: Union Railroad Company and the Brotherhood of Locomotive Engineers

Dear Mr. LaRocco:

The National Mediation Board designates you as arbitrator ("neutral/referee member") for arbitration pursuant to the above-captioned New York Dock Protective Conditions. The parties to the disputes with respect to this appointment are the Union Railroad Company and the Brotherhood of Locomotive Engineers. The NMB's action is pursuant to the dispute resolution procedures provided by the ICC's New York Dock labor protective conditions, 360 ICC 60 (1979), aff'd. sub nom. New York Dock Ry. v. United States, 609 F.2d 83 (2d Cir. 1979).

New York Dock conditions provide that the arbitrator's salary and expenses shall be "borne equally by the parties to the proceeding" and that all other expenses shall be paid by the party incurring them." Therefore, it is necessary that you communicate with the parties concerning your availability, per diem compensation and other details.

The arbitrator, not the NMB, is responsible for scheduling and other appropriate procedural determinations concerning the arbitration process. However, we would appreciate receiving a final copy of the award for our files.

In Denver & Rio Grande Western Railroad Co., 7 NMB 409 (1980), the Board addressed its limited role with respect to requests for arbitral appointments under ICC employee protective conditions. As stated in that decision:

EXHIBIT 2
PAGE 3 OF 9

> This Board has no authority to look behind the procedural soundness of any such requests. Rather, the Board acts in a ministerial capacity on the basis of administrative comity with the Interstate Commerce Commission. Any adjustments or review of the procedural and technical issues you have raised in this matter must be heard before a forum other than this Agency.

Consistent with Rio Grande, the NMB's action is purely ministerial. It does not indicate any determination with respect to whether the prerequisites for invoking arbitration have been satisfied, or whether other circumstances might permit or preclude the ultimate arbitration of the dispute in question. This agency has no authority to adjudicate the procedural validity of such requests. Rather, the Board acts in an appropriate ministerial capacity in order to serve the public interest by extending comity to the ICC's dispute resolution process.

The NMB's designation of an arbitrator in this matter has no legal consequence to any of the affected parties or potential parties. If any individual, carrier or organization determines that it is not appropriate to proceed with arbitration, this agency will not act to compel participation in the arbitration process. Such procedural issues must be resolved before a forum other than the NMB. The Board's action only provides a qualified arbitrator if arbitration ultimately is pursued.

The NMB has no legitimate role in the resolution of any procedural or technical questions with regard to this dispute, and should not be a party to them.

A decision by the United States Court of Appeals for the Eight Circuit confirms the appropriateness of the NMB's approach to this matter. Ozark Air Lines, Inc. v. National Mediation Board, et al., 797 F.2d 557 (8th Cir. 1986). In that decision, the Court of Appeals recognized that it would be contrary to "public policy" to "force it [the NMB] to decide the appropriateness of each request for an arbitrator" because such a role "would seriously interfere with NMB's neutrality in labor-management relations, run counter to Congressional policies in creating NMB, and retard its statutory purpose." 797 F.2d at 564.

The Court also found that "forcing it [the NMB] to decide whether each dispute is arbitrable would significantly undercut its impartiality and 'impair its ability to constitute a significant force for conciliation.'" Id. The Court of

CARRIER'S EXHIBIT 2
PAGE 4 OF 9

Appeals further determined that "no justiciable controversy existed" in connection with the NMB's contested appointment of an arbitrator though the underlying dispute was not arbitrable.

This discussion of the NMB's ministerial role regarding arbitral appointments does not indicate reservations concerning the use of arbitration.

It is the NMB's experience that arbitration has proven to be an effective and efficient dispute resolution process.

By direction of the NATIONAL MEDIATION BOARD.

Roland Watkins
Director, Arbitration Services

Copies to:

Mr. D. M. Hahs
International President
Brotherhood of Locomotive
Engineers
1370 Ontario Street
Cleveland, OH 44113-1702

Mr. R. D. Rock
Asst. Director Labor Relations
Union Pacific RR Co.
1416 Dodge St.
Omaha, NE 68179

Mr. C.R. Rightnoward
General Chairman
Brotherhood of Locomotive Engineers
320 Brookes Drive, Suite 115
Hazelwood, MO 63042

CARRIER'S EXHIBIT 2
PAGE 2 OF 9

NATIONAL MEDIATION BOARD
WASHINGTON, D.C. 20572

(202) 692-5000

REC'D
JUN 28 2002
Labor Relations

June 24, 2002

Mr. Don M. Hahs
International President
Brotherhood of Locomotive Engineers
1370 Ontario Street
Cleveland, OH 44113-1702

Mr. R. D. Rock
Director Labor Relation
Union Pacific Railroad Company
1416 Dodge Street
Omaha, NE 68179

Re: New York Dock - Union Pacific Railroad Company
and Brotherhood of Locomotive Engineers

Gentlemen:

Reference is made to the Brotherhood of Locomotive Engineers' request for the National Mediation Board to provide a list arbitrators from which a selection can be made to resolve the above-captioned dispute in accordance with the New York Dock protective conditions involving the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers.

In light of concerns which have been recently raised about the arbitrators provided in cases of this nature, enclosed is a list of thirty (30) qualified neutrals. You are each requested to provide a list of fifteen (15) preferred arbitrators from this list. Your information will be kept confidential and used only for the purposes of this case. The Board will promptly provide you with a panel of seven neutrals after receiving your preferences. The lists, along with other relevant information will be considered by the Board in

CARRIER'S EXHIBIT 2
PAGE 6 OF 9

compiling the panel of seven arbitrators. The lists must be submitted by 4:00 p.m., Monday, July 8, 2002. You may submit the information by facsimile. The number for Arbitration Services is 202-692-5086.

Sincerely,

Roland Watkins
Director, Arbitration Services

ARBITRATOR'S EXHIBIT 2
PAGE 7 OF 9

Re: New York Dock - Union Pacific Railroad Company and Brotherhood of Locomotive Engineers

Mr. Robert J. Ables
3301 Dauphine Drive
Falls Church, VA 22042
703-560-8710

Mr. Thomas N. Rinaldo
P. O. Box 1334
Williamsville, NY 14231-1334
716-884-6733

Mr. Robert Perkovich
P.O. Box 146759
Chicago, IL 60614-6759
773-862-6317

Prof. Edward L. Suntrup
1001 Green Bay Road #313
Winnetka, IL 60093
847-853-4233

Mr. Richard Mittenthal
43050 Twelve Oaks Crescent
Suite 6055
Novi, MI 48337
248-3349-1377

Ann S. Kenis, Esq.
29 South LaSalle Street
Suite 415
Chicago, IL 60603
312-726-8121

Mr. Robert T. Simmelkjaer
29 Chestnut Street
Haworth, NJ 07641-1905
201-387-6397

Dr. Andree Y. McKissick
2808 Navarre Drive
Chevy Chase, MD 20815-3343
301-587-3343

Ms. Carol J. Zamperini
Box 19035
Denver, CO 80219
303-238-7082

Mr. R. E. Peterson
15 Meadow Place
Briarcliff Manor, NY 10510
914-941-0131

Mr. James E. Conway
10906 Thimbleberry Lane
Great Falls, VA 22066
703-372-8692

Mr. Joseph A. Sickles
4946 Western Avenue
Bethesda, MD 20816-1714
301-468-9110

Mr. Herbert L. Marx, Jr.
20 Waterside Plaza
New York, NY 10010
212-686-1553

Ms. Elizabeth C. Wesman
P. O. Box 4808
Ithaca, NY 14852-4808
607-277-8413

Mr. Robert O. Harris
Suite 501
1100 17th St., NW
Washington, DC 20036
202-966-7028

Mr. Barbara Zausner
P. O. Box 300
Mt. Tremper, NY 12457-0300
845-688-2602

ARBITRATOR'S EXHIBIT 2
PAGE 8 OF 9

Re: New York Dock - Union Pacific Railroad Company and Brotherhood of Locomotive Engineers

Mr. James E. Yost
410 S.E. 4th Terrace
Dania, FL 33004
954-922-4689

Mr. Richard R. Kasher
609 Pembroke Rd.
Bryn Mawr, PA 19010
610-525-0167

Mr. Jonathan I. Klein
22899 Byron Road
Sharker Heights, OH 44122
216-561-6111

Ms. Barbara C. Deinhardt
52 Third Street
Brooklyn, NY 11231
718-237-8693

Mr. Frank T. Lynch
9208 Oaklyn Terrace
Potomac, MD 20854
301-983-3167

Dr. Francis X. Quinn
4213 Blackhaw Avenue
Ft. Worth, TX 76109
817-924-7372

Mr. John Criswell
Rt. 1, Box 940
Stigler, OK 74462
918-967-2723

Ms. Bonnie S. Weinstock
9 Cabriolet Lane
Melville, NY 11747
516-367-3658

Mr. Robert L. Douglas
767 Addison Street
Woodmere, NY 11598
516-295-1824

Mr. John B. LaRocco
2001 H Street
Sacramento, CA 95814-3109
916-446-9048

Mr. M. David Vaughn
13732 Lakeside Drive
Clarksville, MD 21029
301-854-3200

Ms. Roberta L. Golick
30 Lincoln Lane
Sudbury, MA 01776
508-358-2144

Mr. Rodney E. Dennis
Box 31207
Palm Beach Gardens,
FL 33420-1207
561-622-2638

Ms. Joan Ilivicky
86 Walworth Ave.
Scarsdale, NY 10583
212-838-1937

CARRIER'S EXHIBIT 2
9 of 9

DON M. HAHS
International President

Brotherhood of Locomotive Engineers

1370 ONTARIO STREET
CLEVELAND, OHIO 44113-1702
TELEPHONE: (216) 241-2630
FAX: (216) 241-6516
E-MAIL: hahs@ble.org

REC'D
JUN 28 2002
Labor Relations

June 24, 2002

Mr. Roland Watkins
Director, Arbitration Services
National Mediation Board
1301 K Street, N.W.
Suite 250 East
Washington, D.C. 20572-0002

Re: New York Dock: Union Pacific Railroad Company and
Brotherhood of Locomotive Engineers

Dear Mr. Watkins:

With respect to yours, dated June 17, 2002, concerning the above subject, please consider my letter of June 12, 2002 as my reply. For your convenience, a copy is enclosed. A New York Dock arbitrator should be appointed *now*.

Sincerely yours,

D. M. Hahs

Don M. Hahs
International President

cc: R. D. Rock, Director Labor Relations-UP

CARRIER'S EXHIBIT 22
PAGE 1 OF 1

Brotherhood of Locomotive Engineers

1370 ONTARIO STREET
CLEVELAND, OHIO 44113-1702
TELEPHONE: (216) 241-2630
FAX: (216) 241-6516
E-MAIL: hahs@ble.org

DON M. HAHS
International President

June 12, 2002

Mr. Roland Watkins
Director, Arbitration Services
National Mediation Board
1301 K Street, N.W.
Suite 250 East
Washington, D.C. 20572

Re: New York Dock Arbitration:
Union Pacific Railroad Company and Brotherhood of Locomotive Engineers

Dear Mr. Watkins:

I am in receipt of a letter to you dated May 28, 2002, from Mr. Charles R. Rightnowar, General Chairman for the General Committee of Adjustment, Brotherhood of Locomotive Engineers, Union Pacific Railroad Central Region, in which Mr. Rightnowar requests the appointment of a New York Dock arbitrator in regard to merger relocation allowances arising from the Merger Implementing Agreement for Union Pacific's Kansas City Hub imposed in connection with the merger of the Union Pacific/Southern Pacific approved in Finance Docket No. 32760. I am also in receipt of the June 4, 2002 reply from R. D. Rock, Director-Labor Relations, Union Pacific Railroad Company. Mr. Rock takes the position that the relocation allowances are not New York Dock related claims and should be sent to a procedural neutral under Section 3, Second of the Railway Labor Act, 45 U.S.C. §153, Second.

The Brotherhood of Locomotive Engineers disagrees with Union Pacific's contention. As the Mediation Board has repeatedly held, its role is limited with respect to requests for arbitral appointments under STB (formerly ICC) protective conditions. Denver & Rio Grande Western R.R. Co., 7 NMB 409 (1980). In that case, the Board said in terms applicable in this case:

> This Board has no authority to look behind the procedural soundness of any such request. Rather, the Board acts in a ministerial capacity on the basis of administrative comity with the Interstate Commerce Commission.

CARRIER'S EXHIBIT 23
PAGE 1 OF 2

From this ruling and the subsequent application of this rationale, the NMB consistently has stated that it "has no legitimate role in the resolution of any procedural or technical questions with regard to this dispute, and should not be a party to them."

The Board's approach in appointing the requested arbitrator without reaching any decision on procedural contentions was confirmed in Ozark Air Lines, Inc. v. National Mediation Board, 797 F.2s 557 (8th Cir. 1986). In that decision, the Court held that it would be contrary to "public policy" to "force [the NMB] to decide the appropriateness of each request for an arbitrator" because such a role "would seriously interfere with NMB's neutrality in labor-management relations, run counter to Congressional policies in creating NMB, and retard its statutory purpose." 797 F.2d at 564.

As the agency has pointed out in its form letter accompanying the appointment of New York Dock arbitrators, the Court further found that the federal courts do not have jurisdiction to force the Board to decide whether a dispute, like that involved herein, is arbitrable.

Based upon the above reasoning and the Board's well-established policy, the Brotherhood of Locomotive Engineers respectfully submits that the Board should proceed to appoint a New York Dock arbitrator on these matters.

Very truly yours,

Don M. Hahs

Don M. Hahs
International President

cc: C. R. Rightnowar, General Chairman-UP (Eastern)
H. A. Ross, General Counsel-BLE

CARRIER'S EXHIBIT 23
PAGE 2 OF 2

NATIONAL MEDIATION BOARD
WASHINGTON, D.C. 20572

(202) 692-5000

REC'D
JUN 24 2002
Labor Relations

June 17, 2002

Mr. Charles R. Rightnowar
Brotherhood of Locomotive Engineers
329 Brookes Drive
Suite 115
Hazelwood, MO 63042

Re: New York Dock: Union Pacific Railroad Company
and Brotherhood of Locomotive Engineers

Dear Mr. Rightnowar:

Reference is made to your letter regarding the Brotherhood of Locomotive Engineers request for the National Mediation Board to provide a list of arbitrators to from which a selection can be made to resolve the above-captioned dispute in accordance with the of the New York Dock protective conditions.

A copy of your letter is being sent to Mr. Don M. Hahs, International President, Brotherhood of Locomotive Engineers. By copy of this letter, we are requesting Mr. Hahs to furnish this office with any comments he may care to make in regard to the above-referenced dispute.

Upon receipt of such comments, you will be advised further.

Sincerely,

Roland Watkins
Director, Arbitration Services

Copy to:

D. M. Hahs, Intl. President
R. D. Rock, Director L/R-UP

CARRIER'S EXHIBIT 24
PAGE 1 OF 1

Brotherhood of Locomotive Engineers

1370 ONTARIO STREET
CLEVELAND, OHIO 44113-1702
TELEPHONE: (216) 241-2630
FAX: (216) 241-6516
E-MAIL: hahs@ble.org

DON M. HAHS
International President

July 8, 2002

REC'D
JUL 11 2002
Labor Relations

Mr. Roland Watkins
Director – Arbitration Services
National Mediation Board
1301 K. Street, NW, Suite 250 East
Washington, D.C. 20572

SENT VIA FACSIMILE (202-692-5086)

Dear Mr. Watkins:

This will acknowledge receipt of your letter dated June 24, 2002, in reference to New York Dock arbitration between the Brotherhood of Locomotive Engineers and the Union Pacific Railroad Company. Attached to your letter was a list of 30 qualified neutrals, from which you requested that I submit a list of 15 preferred arbitrators to your office.

I have just been advised that the parties to this dispute have agreed upon the selection of John B. LaRocco to serve as the neutral member of the arbitration board referred to in your letter. Therefore, it is my understanding that it will not be necessary for me to provide you with a list of 15 arbitrators selected from the list of 30 that you provided. If my understanding is incorrect, please contact this office and advise as to any additional action required on the part of the BLE.

With best wishes and warmest personal regards, I remain

Very truly yours,

D. M. Hahs

President

cc: E.W. Rodzwicz, FVP
W.C. Walpert, GST
C.R. Rightnowar, GC – UP
R.D. Rock, DLR – UP

CARRIER'S EXHIBIT 25
PAGE 1 OF 1

FILE COPY

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

July 8, 2002

(SUBMISSION VIA FACSIMILE
TO NATIONAL MEDIATION BOARD
(202) 692-5086)

MR ROLAND WATKINS
DIR OF ARB SVCS
NATIONAL MEDIATION BOARD
1031 "K" ST NW STE 250 EAST
WASHINGTON DC 20572

Dear Sir:

This is in reference to your letter of June 24, 2002, concerning the request for the National Mediation Board to provide a list of arbitrators for alleged New York Dock protective conditions.

Without waiving the Carrier's position that these issues are not New York Dock related and the fact the National Mediation Board exceeded its authority, including Section 11, Appendix III, the parties have agreed to the selection of Mr. John B. LaRocco.

Yours truly,

(ORIGINAL SIGNED)

R D ROCK
DIRECTOR – LABOR RELATIONS

CC: C. R. Rightnowar

CARRIER'S EXHIBIT 26
PAGE 1 OF 1

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FILE COPY

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

June 4, 2002

MR ROLAND WATKINS
DIR OF ARB SVCS
NATIONAL MEDIATION BOARD
1031 "K" ST NW STE 250 EAST
WASHINGTON DC 20572

Dear Sir:

This is in reference to BLE General Chairman Rightnowar's letter of May 28, 2002, concerning the selection of an arbitrator for alleged New York Dock arbitration. A copy of Mr. Rightnowar's letter is attached for your reference.

The Carrier has advised the Organization it is agreeable to arbitrating these cases, but not under the provisions of New York Dock.

All four (4) disputes mentioned by the General Chairman involve *"in-lieu-of"* allowances for alleged relocation. Based on the respective agreements, it is obvious that these requests are not New York Dock related.

The Claimants did not request relocation under the provisions of New York Dock. The Claimants requested an *"in-lieu-of"* allowance. Since the Claimants rejected New York Dock, it cannot now be argued that New York Dock arbitration applies.

The Carrier has proposed that the Organization submit these claims to the First Division of the National Railroad Adjustment Board for adjudication since they are Section 3 claims under the provisions of the Railway Labor Act.

Furthermore, since the parties disagree as to the proper course of action, a procedural board must be established to determine if the claims are Section 3 arbitration or New York Dock arbitration. Once this has been determined, a merits board may be established.

The Carrier is agreeable to the establishment of a procedural board.

Yours truly,

(Original Signed)

R D ROCK
DIRECTOR – LABOR RELATIONS

Attachment

CC: Mr. C. R. Rightnowar – BLE

CARRIER'S EXHIBIT 2-7
PAGE 1 OF 1

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Brotherhood of Locomotive Engineers
General Committee of Adjustment
Union Pacific Railroad Central Region

C.R. Rightnowar
GENERAL CHAIRMAN
R.E. Rhodes
1ST VICE-CHAIRMAN
T.H. Wells
2ND VICE-CHAIRMAN
C.R. Brand
SECRETARY-TREASURER

320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

REC'D
MAY 31 2002
Labor Relations

May 28, 2002

Mr. Roland Watkins
Director Arbitration Services
National Mediation Board
1301 K Street, N.W., Suite 250 East
Washington, D.C. 20572-0002

Re: New York Dock Arbitration

Dear Mr. Watkins:

A dispute has arisen between the Brotherhood of Locomotive Engineers and the Union Pacific Railroad Company as to an interpretation of the Merger Implementing Agreement (Kansas City Hub) in connection with the approved Merger of Union Pacific Corporation, Union Pacific Railroad Company/Missouri Pacific Railroad Company and Southern Pacific Rail Corporation, Southern Pacific Transportation Company, St. Louis Southwestern Railroad Company, SPCSL Corp., and the Denver & Rio Grande Railroad Company in Finance Docket 32760. In approving this transaction, the Surface Transportation Board imposed New York Dock labor protective conditions.

The specific issues to be resolved concern the relocation allowances for M. A. Katricka, S. O. Boykin, M. O. Coats, C. W. Kerr, and S. M. Jungers.

Efforts to select an Arbitrator by mutual agreement have been unsuccessful, and the Organization, therefore, requests that the National Mediation Board provide a list of Arbitrators from which a selection can be drawn. Please provide instructions to the parties as to the proper selection procedures.

Thank you for your consideration to this matter.

Sincerely,

Charles R. Rightnowar

CARRIER'S EXHIBIT 2-8
PAGE 1 OF 2

cc: D. M. Hahs, BLE International President
H. A. Ross, Esq.

R. D. Rock – Director Labor Relations
Union Pacific Railroad Company
1416 Dodge Street
Omaha, Nebraska 68179

ORGANIZER'S EXHIBIT 2-8
PAGE 2 OF 2

SL #7

MERGER
IMPLEMENTING AGREEMENT
(Kansas City Hub)

between the

UNION PACIFIC RAILROAD COMPANY
Southern Pacific Transportation Company
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

PREAMBLE

The U.S. Department of Transportation, Surface Transportation Board ("STB") approved the merger of the Union Pacific Corporation ("UPC"), Union Pacific Railroad Company/Missouri Pacific Railroad Company (collectively referred to as "UP") and Southern Pacific Rail Corporation, Southern Pacific Transportation Company ("SPT"), St. Louis Southwestern Railway Company ("SSW"), SPCSL Corp., and the Denver & Rio Grande Western Railroad Company ("DRGW") (collectively referred to as "SP") in Finance Docket 32760. In approving this transaction, the STB imposed New York Dock labor protective conditions. Copy of the New York Dock conditions is attached as Attachment "A" to this Agreement.

Subsequent to the filing of Union Pacific's application but prior to the decision of the STB, the parties engaged in certain discussions which focused upon Carrier's request that the Organization support the merger of UP and SP. These discussions resulted in the parties exchanging certain commitments, which were outlined in letters dated March 8(2), March 9 and March 22, 1996.

On January 30, 1998, the Carriers served notice of their intent to merge and consolidate operations generally in the following territories:

Union Pacific: Kansas City to Council Bluffs (not including Council Bluffs/Omaha Metro Complex)

Kansas City to Des Moines (not including Des Moines)

Kansas City to Coffeyville (not including Coffeyville)

Kansas City to Parsons (not including Parsons)

CARRIER'S EXHIBIT 2-9
PAGE 1 OF

Kansas City to Marysville (not including Marysville, but including Topeka)

Kansas City to Jefferson City (not including Jefferson City)

Kansas City Terminal

Southern Pacific:
(SSW and SPCSL) Kansas City to Jefferson City (not including Jefferson City)

Kansas City to Chicago via Ft. Madison (not including Chicago)

Kansas City to Chicago via Quincy (not including Chicago)

Kansas City to Winfield via BNSF trackage rights (not including Winfield)

Kansas City to Wichita via BNSF trackage rights (not including Wichita)

Kansas City to Pratt via Hutchinson via BNSF trackage rights (not including Pratt)

Kansas City Terminal

Pursuant to Section 4 of the New York Dock protective conditions, in order to achieve the benefits of operational changes made possible by the transaction and to modify collective bargaining agreements to the extent necessary to obtain those benefits

IT IS AGREED:

ARTICLE I - WORK AND ROAD POOL CONSOLIDATIONS

The following work/road pool consolidations and/or modifications will be made to existing runs:

A. Zone 1 - Seniority District

1. Territory Covered: Kansas City to Council Bluffs (not including Council Bluffs/Omaha Metro Complex)

Kansas City to Des Moines (not including Des Moines)

Kansas City to Chicago via Ft. Madison (not including Chicago)

Kansas City to Chicago via Quincy (not including Chicago)

The above includes all UP and SPCSL main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phase "not including" is used above, it refers to other than through freight operations, but does not restrict through freight engineers from operating into/out of such terminals/points or from performing work at such terminals/points pursuant to the designated collective bargaining agreement provisions.

2. The existing former UP Kansas City to Council Bluffs and Kansas City to Des Moines pool operations shall be preserved under this Agreement. The home terminal for this pool will be Kansas City. Council Bluffs and Des Moines are the respective away-from-home terminals. This pool shall be governed by the provisions of the ID Agreement dated March 31, 1992, including all side letters and addenda. Engineers in this pool may be transported between destination terminals for the return trip to the home terminal, subject to the terms set forth in Side Letter No. 6.

   a. Hours of Service relief of trains in this pool shall be protected as provided in the existing agreement rules covering such runs.

3. The existing former SPCSL Kansas City to Quincy and Kansas City to Ft. Madison pool operations shall be preserved as a separate pool operation under this agreement, but the home terminal of such runs will be changed to Kansas City. Quincy and Ft. Madison will be the respective away-from-home terminals. Engineers may also be transported between destination terminals for the return trip to the home terminal, subject to the terms set forth in Side Letter No. 6. A sufficient number of engineers at Quincy and Ft. Madison will be relocated to Kansas City to accomplish this change.

   a. Hours of Service relief of trains in this pool operating from Kansas City to Ft. Madison or Quincy may be protected by the extra board at Ft. Madison/Quincy if the train has reached Marceline or beyond on the former ATSF line or Brookfield or beyond on the former BN line. If there is no extra board in existence or the extra board is exhausted, an away-from-home terminal engineer may be used, and will thereafter be deadheaded home or placed first out for service on their rest. Such trains which have not reached Marceline or Brookfield shall be protected on a straightaway move by a home terminal pool engineer at Kansas City.

b. Hours of Service relief of trains in this pool operating from Ft. Madison to Kansas City or Quincy to Kansas City may be protected by the extra board at Kansas City if the train has reached Marceline or beyond on the former ATSF line or Brookfield or beyond on the former BN line; otherwise, a rested away-from-home terminal engineer at Ft. Madison or Quincy shall be used on a straightaway move to provide such relief.

4. The existing former SPCSL Quincy to Chicago and Ft. Madison to Chicago pool operations shall be preserved as a single, separate pool operation under this Agreement. The home terminal of this pool will be Ft. Madison. Chicago will be the away-from-home terminal.

a. Engineers called to operate from Quincy to Chicago shall report and go on duty at Ft. Madison for transport to Quincy to take charge of their train; engineers operating Chicago to Quincy shall be transported back to Ft. Madison on a continuous time basis. In both instances, the transport between Ft. Madison and Quincy shall be automatically considered as deadhead in combination with service and paid on that basis.

b. Hours of Service relief of trains in this pool operating from Ft. Madison/Quincy to Chicago may be protected by a rested away-from-home terminal engineer at Chicago if the train has reached Streator or beyond on the former ATSF line or Galesburg or beyond on the former BN line. Away-from-home terminal engineers so used shall thereafter be deadheaded home or placed first out for service on their rest. Hours of Service relief of trains in this pool operating from Chicago to Ft. Madison/Quincy may be protected by an extra board engineer at Ft. Madison if the train has reached Streator or beyond on the former ATSF line or Galesburg or beyond on the former BN line.

c. In the event business conditions result in engineers at Ft. Madison (either in pool service, on the extra board, or otherwise) being unable to hold any assignment as locomotive engineer at Ft. Madison, such engineers required to exercise seniority to Kansas City (or senior engineers who elect to relocate in their stead) shall be eligible for relocation benefits under Article VII of this Agreement. After six (6) years from date of implementation of this Agreement, no future relocation benefits shall be applicable under such circumstances.

d. Notwithstanding the above provisions, if at any future date Carrier elects to discontinue its exercise of BNSF trackage rights between Kansas City and Chicago, all engineers at Ft.

Madison will be relocated to Kansas City and would under those circumstances be eligible for Article VII relocation benefits.

NOTE: It is understood the provisions of c. and d. above supersede the general provisions of Article VII.B.4. of this agreement.

e. No Ft. Madison or Quincy engineer may receive more than one (1) compensated relocation under this Implementing Agreement.

5. At the equity meeting held pursuant to Side Letter No. 10 hereto the parties shall agree on a baseline number of pool turns for both of the pools described in Articles I.A.2. and I.A.3 above, and former UP and SPCSL engineers will be prior righted, respectively, to such baseline number of pool turns. In the event of a cessation of trackage rights operations described in 4.d. above, the parties will meet and reach agreement on how the baseline numbers of the two former pools will be consolidated into the remaining single pool for Zone 1. It is understood that under these circumstances all Zone 1 extra work at Kansas City would be consolidated under one (1) extra board.

6. At Des Moines, Ft. Madison and Quincy, away-from-home terminal engineers called to operate through freight service to Kansas City may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Des Moines, Ft. Madison or Quincy to their destination without claim or complaint from any other engineer. At Ft. Madison and Quincy, home terminal engineers called to operate through freight service to Chicago may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Ft. Madison or Quincy to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half (½) day at the basic pro rata through freight rate for this run in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours then he shall be paid on a minute basis at the basic pro rata through freight rate.

7. The terminal limits of Des Moines, Ft. Madison and Quincy are as follows:

a.	Des Moines:	MP 70.37	-	Trenton Subdivision
		MP 79.2	-	Mason City Subdivision
		MP 224.76	-	Bondurant Spur
		MP 304.2	-	Perry Branch
		MP 4.26	-	Ankeny Branch

b. Ft. Madison: MP 234.0 - East
MP 236.0 - West

c. Quincy: MP 135.0 - West
MP 138.0 - East

8. Engineers of an adjacent hub may have certain rights to be defined, if any, in the Merger Implementing Agreement for that hub to receive their through freight trains up to twenty-five (25) miles on the far side of the terminal and run back through Des Moines.

9. All road switcher and yard assignments with an on/off duty location at Council Bluffs (Omaha Metro Complex), Des Moines or Chicago will be protected by engineers from those seniority districts even if such assignments perform service within any territories contemplated by Article I.A.1. (Note: This provision does not disturb the current yard job allocation arrangement at Council Bluffs arising out of the UP/MP Merger Implementing Agreement). Local assignments, assigned freight service, and any other irregular assignments (work train, wreck train, etc.) will be protected on a prior rights basis by Zone 1 engineers if such assignments are home terminaled at Council Bluffs (Omaha Metro Complex), Des Moines or Chicago and work exclusively within the territories identified by Article I.A.1. At Ft. Madison and Quincy, any such assignment home terminaled at such locations, including the extra board, may work either direction out of such terminal without seniority or other restrictions.

10. Engineers protecting through freight service in the pools described above shall be provided lodging at the away-from-home terminals pursuant to existing agreements and the Carrier shall provide the transportation to engineers between the on/off duty location and the designated lodging facility. All road engineers may leave or receive their trains at any location within the terminal and may perform work within the terminal pursuant to the designated collective bargaining agreement provisions. The Carrier will designate the on/off duty points for all engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.

11. All existing yard assignments at Atchison and St. Joseph shall be converted to road switcher assignments upon implementation of this Agreement. Notwithstanding any conflicting current agreement provisions, and on a non-precedent, non-referable basis, all road switcher assignments at these two locations shall be paid the 5-day yard rate of pay.

a. The regular assignments headquartered at Atchison and St. Joseph shall be collectively prior righted to those former

engineers holding seniority at Atchison and St. Joseph. On and after the implementation of this Agreement, any engineer holding a regular assignment at Atchison or St. Joseph on the basis of his prior rights who voluntarily exercises his seniority elsewhere in the Kansas City Hub shall be deemed to have forfeited his prior rights to assignments at these locations.

b. The prior rights provisions set forth above shall not apply to the extra board at Atchison (Article III.A.1.) established under this Agreement, or any future extra board which may be established at either of these locations.

B. Zone 2 - Seniority District

1. Territory Covered: Kansas City to Marysville (not including Marysville, but including Topeka)

The above includes all UP main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phase "not including" is used above, it refers to other than through freight operations, but does not restrict through freight engineers from operating into/out of such terminals, points or from performing work at such terminals/points pursuant to the designated collective bargaining agreement provisions.

2. Existing Kansas City-Marysville pool operations shall be preserved under this Agreement. The home terminal for this pool will be Kansas City. Marysville will serve as the away-from-home terminal.

3. Engineers performing service in the Kansas City to Marysville pool shall receive a two (2) hour call for duty at Kansas City.

4. Hours of Service relief of trains in this pool operating from Kansas City to Marysville which have reached Topeka or beyond shall be protected in the following order (it being understood Carrier always reserves the right to call a Kansas City pool engineer to perform such service on a straightaway basis for crew balancing purposes):

a. By a rested, available engineer assigned to the Jeffrey Energy Pool and then

b. By the Marysville Extra Board, and then

c. By the first out, rested away-from-home terminal engineer at Marysville, who will thereafter be deadheaded home or placed first out for service on their rest.

Hours of Service relief of trains in this pool operating from Marysville to Kansas City may be protected by the extra board at Kansas City regardless of the location of such train should Carrier not elect to use a rested away-from-home terminal engineer at Marysville for crew balancing purposes.

5. At Marysville, away-from-home terminal engineers called to operate through freight service to Kansas City may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Marysville to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half (½) day at the basic pro rata through freight rate for this run in addition to the district miles of the run. If time spent beyond the terminal under this provision is greater than four (4) hours, then he shall be paid on a minute basis at the basic pro rata through freight rate.

6. The terminal limits of Marysville are as follows:

MP 142.3 to MP 155.7	-	Marysville Subdivision
MP 132.29	-	Beatrice Branch
MP .75	-	Bestwall Spur

7. All road switcher and yard assignments home terminaled at Marysville will be protected by engineers from that seniority district even if such assignments perform service within the territories contemplated by Article I.B.1. Local assignments and any other irregular assignments (work train, wreck train, etc.,) will be protected by Zone 2 engineers (including those at Topeka) if such assignments are home terminaled at Marysville and work exclusively within the territories defined by Article I.B.1.

8. The pool service presently protected by the so-called Jeffrey Energy Pool shall attrite to the UP Eastern District Seniority District No. 18 at Marysville and shall not be under the jurisdiction of this hub agreement. On and after the date of implementation of this Agreement, engineers protecting such service shall be governed by the schedule rules and rates of pay comprehending said 18th District. The terms of the August 17, 1979 Jeffrey Pool Agreement and other UP-BLE Eastern District Agreement pertaining to said pool shall be unaffected by this Implementing Agreement, except as modified below.

   a. Former UP 8th District Engineers coming under the provisions of this Implementing Agreement and establishing Zone 2 prior rights seniority in the Kansas City Hub shall retain prior rights to the Jeffrey Energy Pool assignments on an attrition basis. Engineers presently occupying assignments in said pool will be

grandfathered to these assignments. Additionally, former UP 8th District Engineers performing service in Zone 2 will at time of roster canvasing, per Article VI.B.2., be asked to declare prior rights to assignments in the Jeffrey Energy Pool. If the engineer declares for such prior rights he will be allowed to occupy an assignment seniority permitting. If he does not declare for prior rights in the pool he shall thereafter waive said prior rights to the Jeffrey Energy Pool. The Carrier will maintain a list of those former UP 8th District Engineers who declared for prior rights in the Jeffrey Energy Pool at time of canvasing, but unable to occupy an assignment in the pool. When vacancies occur, such engineers will be canvassed, in seniority order. If the engineer declines to accept the assignment he will waive his prior rights to the Jeffrey Energy Pool. As vacancies occur which are not filled by former UP 8th District Engineers, the assignments will attrite to UP 18th District Engineers at Marysville.

b. On the effective date of implementation of this Agreement the existing JK Extra Board at Marysville will no longer be preserved. All vacancies in the JK Pool, all extra work associated therewith and all other extra work described in the August 17, 1979 Jeffrey Pool Agreement, will be handled and performed by the UP 18th District Extra Board at Marysville.

c. In consideration of the assignments described above attriting to the UP 18th District Engineers at Marysville, said 18th District Engineers also acknowledge and agree to the provisions of Section 5 above with regard to Kansas City Hub engineers receiving their trains up to twenty-five (25) miles west of Marysville, such zone to be calculated from the original Marysville switching limits (MP 150.27 West - MP 147.33 East).

9. Engineers protecting through freight service in the pool described in Article I.B.2. above shall be provided lodging at the away-from-home terminal pursuant to existing agreements and the Carrier shall provide transportation to engineers between the on/off duty location and the designated lodging facility. All road engineers may leave or receive their trains at any location within the terminal and may perform work within the terminal pursuant to the designated collective bargaining agreement provisions. The Carrier will designate on/off duty points for all engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.

10. All UP and SSW operations within the Topeka terminal limits shall be consolidated into a single operation. All rail lines, yards and/or sidings at Topeka will be considered as common to all engineers working in,

into and out of Topeka. All engineers will be permitted to perform all permissible road/yard moves pursuant to the designated collective bargaining agreement provisions. Interchange rules are not applicable for intra-carrier moves within the terminal. Topeka will serve as station enroute for all Kansas City Hub engineers.

a. UP 8th District engineers occupying yard assignments at Topeka and local assignments home terminaled at Topeka on the date of implementation of this Agreement shall establish seniority in the Kansas City Hub and prior rights in Zone 2.

b. UP 8th District engineers assigned to the extra board at Topeka on the date of implementation of this Agreement shall establish seniority in the Kansas City Hub and prior rights in Zone 2. This extra board shall continue to protect vacancies in yard service at Topeka and other yard and road extra service normally provided by such extra board prior to merger, except that is shall no longer supplement the JK Extra Board, so long as it is in existence, or any other extra board, at Marysville.

C. Zone 3 - Seniority District

1. Territory Covered: Kansas City to Jefferson City (not including Jefferson City)

The above includes all UP and SSW main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phase "not including" is used above, it refers to other than through freight operations, but does not restrict through freight engineers from operating into/out of such terminals, points or from performing work at such terminals/points pursuant to the designated collective bargaining agreement provisions.

2. All former UP Kansas City to Jefferson City and former SSW Kansas City to Jefferson City pool operations shall be combined into one (1) pool with Kansas City as the home terminal. Jefferson City will serve as the away-from-home terminal. Engineers operating between Kansas City and Jefferson City may utilize any combination of UP or SSW trackage between such points.

a. The parties agreed in Article I.A.4.a. of the St. Louis Hub Merger Implementation Agreement the Kansas City to Jefferson City pool would be slotted on a work equity basis. Attachment "C" lists the slotting order for the pool. Former SSW and UP engineers residing at or in the vicinity of Jefferson City shall have prior rights to said pool turns. The

engineers subject to this prior rights arrangement are identified on Attachment "D". If turns in excess of that number are established or any of such turns be unclaimed by a prior rights engineer, they shall be filled from the zone roster, and thereafter from the common roster. The parties further agreed in Side Letter No. 16 of the St. Louis Hub Agreement to allow former UP and SSW engineers residing in Jefferson City or vicinity on the date notice was served to begin negotiations for the Kansas City Hub (notice dated January 30, 1998) to continue to maintain their residences at that location so long as pool freight service between Kansas City and Jefferson City and extra board work at Jefferson City continue to exist and such engineers possess sufficient seniority to hold such assignments. Such engineers will be allowed to continue to reside at Jefferson City on an attrition basis subject to the terms and conditions of this Merger Implementing Agreement (See Side Letter No. 7).

b. Hours of Service relief of trains in this pool operating from Kansas City to Jefferson City may be protected by the extra board at Jefferson City if the train has reached Booneville or beyond on the River Sub or Smithton or beyond on the Sedalia Sub; otherwise, a rested pool engineer at Kansas City shall be used on a straightaway move to provide such relief. Hours of Service relief of trains in this pool operating from Jefferson City to Kansas City may be protected by the Zone 3 Extra Board at Kansas City if the train has reached Renick or beyond on the River Sub or Pleasant Hill or beyond on the Sedalia Sub; otherwise, a rested pool engineer at Jefferson City shall be used on a straightaway move to provide such relief. At the away-from-home-terminal, if the extra board is exhausted, the first out rested pool engineer may be used, and shall thereafter be deadheaded home or placed first out for service on their rest.

3. At Jefferson City, away-from-home terminal engineers called to operate through freight service to Kansas City may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Jefferson City to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half (½) day at the basic pro rata through freight rate for this run in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours, then he shall be paid on a minute basis at the basic pro rata through freight rate.

4. The terminal limits of Jefferson City shall be the same as the pre-existing terminal limits on the UP Sedalia Subdivision (MP 124.3 - MP 128).

5. Engineers of the St. Louis Hub were granted rights to receive the train for which they were called up to twenty-five (25) miles on the far (west) side of the terminal limits of Jefferson City pursuant to Article I.A.4.c. of the UP-BLE St. Louis Hub Merger Implementing Agreement. This service may be performed without claim or complaint from any Kansas City Hub engineer.

6. Pursuant to Article I.A.4.e. of the UP-BLE St. Louis Hub Merger Implementing Agreement any road switcher and yard assignments with a home terminal of Jefferson City shall be under the jurisdiction of the UP-BLE St. Louis Hub Agreement. Locals and other road assignments with an origin/termination at Jefferson City and which perform service exclusively east of Jefferson City shall likewise be under the jurisdiction of the UP/BLE St. Louis Hub Agreement. Locals and other road assignments with an origin/termination at Jefferson City and which perform service exclusively west of Jefferson City on the UP Sedalia or UP River Subdivisions shall be governed by the UP-BLE Kansas City Hub Merger Implementing Agreement. The above is not intended to supersede any national agreements, letters of understanding or arbitration awards which permit yard assignments to perform service on more than one (1) seniority district (i.e., hours of service relief within a 25-mile zone, servicing industrial customers, etc.)

7. Engineers protecting through freight service in the pool described in Article I.C.2. above shall be provided lodging at the away-from-home terminal pursuant to existing agreements and the Carrier shall provide transportation to engineers between the on/off duty location and the designated lodging facility. All road engineers may leave or receive their trains at any location within the terminal and may perform work within the terminal pursuant to the designated collective bargaining agreement provisions. The Carrier will designate on/off duty points for all engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.

D. <u>Zone 4 - Seniority District</u>

1. Territory Covered: Kansas City to Coffeyville (not including Coffeyville)

Kansas City to Parsons (not including Parsons)

Kansas City to Wichita via BNSF trackage rights (not including Wichita)

Kansas City to Winfield via BNSF trackage rights (not including Winfield)

Kansas City to Pratt via Hutchinson via BNSF trackage rights (not including Pratt)

The above includes all UP and SSW main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phase "not including" is used above, it refers to other than through freight operations, but does not restrict through freight engineers from operating into/out of such terminals, points or from performing work at such terminals/points pursuant to the designated collective bargaining agreement provisions.

2. The existing UP Interdivisional Service between Kansas City and Coffeyville shall continue as a separate pool and shall be governed by the provisions of the ID Agreement dated August 15, 1985, including all side letters and addenda.

   a. Hours of Service relief of trains in this pool shall be protected as provided in the existing agreement rules covering such runs.

3. The existing but non-operational SSW Kansas City to Pratt (via Hutchinson) run shall be preserved under this Agreement and in the event such runs resume in the future they shall be governed by the provisions of the UP-BLE Kansas City Hub Agreement. The home terminal will be changed to Kansas City. Pratt will serve as the away-from-home terminal.

4. Former SSW yard engine equity in Kansas City shall be placed under Zone 4. The former SSW engineers who elect Zone 4 as their prior rights zone and former UP engineers in Zone 4 shall compete for all assignments in Zone 4 on the basis of their Zone 4 seniority.

5. At Coffeyville/Parsons, Wichita, Winfield and Pratt, away-from-home terminal engineers called to operate through freight service to Kansas City may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Coffeyville/Parsons, Wichita and Winfield to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half (½) day at the basic pro rata through freight rate for this run in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours, then he shall be paid on a minute basis at the basic pro rata through freight rate.

6. The terminal limits of Coffeyville/Parsons, Wichita and Winfield are as follows:

a.	Coffeyville	MP 462.0	-	North
		MP 661.0	-	South

The north terminal limits of Coffeyville have been modified by this Implementing Agreement.

b.	Parsons	MP 133.4	-	North
		MP 138.0	-	South
c.	Wichita	MP 236.0	-	Herington
		MP 476.0	-	Wichita Branch
		MP 254.0	-	OKT Subdivision
d.	Winfield	MP 248.7	-	East
		MP 250.8	-	West
e.	Pratt	MP 292.33	-	East
		MP 300.16	-	West

7. Engineers of an adjacent hub may have certain rights to be defined, if any, in the Merger Implementing Agreements for these hubs to receive their through freight trains up to twenty-five (25) miles on the far side of the terminal and run back through Wichita or Winfield to their destination without claim or complaint from any other engineer.

8. Engineers protecting through freight service in the pool described in Article I.D.2. and I.D.3. above shall be provide lodging at the away-from-home terminal pursuant to existing agreements and the Carrier shall provide transportation to engineers between the on/off duty location and the designated lodging facility. All road engineers may leave or receive their trains at any location within the terminal and may perform work within the terminal pursuant to the designated collective bargaining agreement provisions. The Carrier will designate on/off duty points for all engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.

9. All local, road switcher and yard assignments home terminaled at Coffeyville/ Parsons, Wichita, Winfield and Pratt will be protected by engineers from those seniority districts even if such assignments perform service within any territories contemplated by Article I.D.1. Other irregular assignments (work train, wreck train, etc.) will be protected by the engineers from the location where the assignment is home terminaled.

E. Kansas City Terminal

1. All UP, SSW and SPCSL operations within the new Kansas City Terminal limits shall be consolidated into a single operation. The terminal includes all UP/SSW/SPCSL main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. All UP/SSW/SPCSL road crews may receive or leave their trains at any location within the terminal and may perform work within the terminal pursuant to the applicable collective bargaining agreement, including national agreements. The Carrier will designate the on/off duty points for all yard crews, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement. Interchange rules are not applicable for intra-carrier moves within the terminal.

2. All yard assignments operating within the Kansas City Terminal will be bid and assigned in the manner set forth in Side Letter No. 22 to this Agreement.

3. All UP, SSW and SPCSL rail lines, yards and/or sidings within the Kansas City Terminal will be considered as common to all engineers working in, into and out of Kansas City.

4. Terminal limits for the consolidated Kansas City terminal are as follows:

UP	Mile Post
Marysville Subdivision	6.59
Coffeyville Subdivision	284.22
Sedalia Subdivision	276.32
Falls City Subdivision	288.37
Trenton Subdivision (former CNW)	500.3

SPCSL

Brookfield Subdivision	221.5 (BNSF MP)
Marceline Subdivision	444.2 (BNSF MP)

SPCSL terminal limits have been modified by this Agreement

SSW

Sedalia Subdivision (via UP)	276.32
BNSF Line to Topeka/Ottawa	9.0 (BNSF MP)

UP terminal limits are established as MP 9.0 on the BNSF Topeka/Ottawa Line

F. At all terminals the Carrier will designate the on/off duty points for all road engineers, with these on/off duty points having appropriate facilities for inclement weather and other facilities as currently required in the designated collective bargaining agreement.

G. In all of the zones, when local, work, wreck, Hours of Service relief or other road runs are called or assigned which operate exclusively within the territorial limits of one (1) of these zones established in this Agreement, such service shall be protected by engineers in such zone. If such run or assignment extends across territory encompassing more than one (1) zone contemplated by this Agreement, the Carrier and Organization will mutually agree on the method for assigning engineers to such service, otherwise, it will be protected by engineers on the basis of their common seniority date.

ARTICLE II - SENIORITY CONSOLIDATIONS

A. To achieve the work efficiencies and allocation of forces that are necessary to make the Kansas City Hub operate efficiently as a unified system, a new seniority district will be formed and a master Engineer Seniority Roster - UP/BLE Kansas City Merged Roster #1 will be created for engineers holding seniority in the territory comprehended by this Agreement on the effective date thereof. The new roster will be divided into four (4) zones as described in Articles I.A., I.B., I.C. and I.D. above.

B. Prior rights seniority rosters will be formed covering each of the four (4) zones outlined above. Placement on these rosters and awarding of prior rights to their respective zones shall be based on the following:

1. Zone 1 - This roster will consist of former UP engineers with prior rights on MPUL Merger 2B (Roster No 052111), CNW (Roster No. 053111), St. Joseph Union Terminal (Roster No. 057101) and Northern Kansas (Roster No. 055101) and former SPCSL engineers with rights on SPCSL (Roster No. 310101).

2. Zone 2 - This roster will consist of former UP engineers with rights on UP Eighth District (Roster No. 068101) and former SSW engineers with rights on SSW Herington (Roster No. 303101).

3. Zone 3 - This roster will consist of former UP engineers with rights on Merged 1 St. Louis (Merged Roster No. 040111) and former SSW engineers with rights on SSW Jefferson City (Roster No. 311101).

4. Zone 4 - This roster will consist of former UP engineers with prior rights on Osawatomie Merged 2A (Roster No. 054111) and former SSW engineers with rights on SSW Herington (Roster No. 303101).

C. Entitlement to assignment on the prior rights zone rosters described above shall be the canvass of the employees from the above affected former rosters contributing equity to each of such zones.

D. Engineers on the above-described newly-created prior rights zone rosters shall be integrated into one (1) common seniority roster.

E. All zone and common seniority shall be based upon each employee's date of promotion as a locomotive engineer (except those who have transferred into the territory covered by the hub and thereby established a new date). If this process results in engineers having identical common seniority dates, seniority will be determined by the age of the employees with the older employee placed first. If there are more than two (2) employees with the same seniority date, and the ranking of the pre-merged rosters would make it impossible for age to be a determining factor, a random process, jointly agreed upon by the Director of Labor Relations and the appropriate General Chairman(men), will be utilized to effect a resolution. It is understood this process for ranking employees with identical dates may not result in any employee running around another employee on his former roster.

F. Any engineer working in the territories described in Article I. on the date of implementation of this Agreement, but currently reduced from the engineers working list, shall also be given a place on the roster and prior rights. Engineers currently forced to this territory will be given a place on the roster and prior rights if so desired; otherwise, they will be released when their services are no longer required and will not establish a place on the new roster. Engineers borrowed out from locations within the hub and engineers in training on the effective date of this Agreement shall also participate in formulation of the roster described above.

G. UP engineers currently on an inactive roster pursuant to previous merger agreements shall participate in the roster formulation process described above based upon their date of seniority as a locomotive engineer.

H. With the creation of the new seniority described herein, all previous seniority outside the Kansas City Hub held by engineers inside the new hub shall be eliminated and all seniority inside the new hub held by engineers outside the hub shall be eliminated. All pre-existing prior rights, top and bottom, or any other such seniority arrangements in existence, if any, are of no further force or effect and the provisions of this Agreement shall prevail in lieu thereof. Upon completion of consolidation of the rosters and implementation of this hub, it is understood that no engineer may be forced to any territory or assignment outside the Kansas City Hub.

I. The total number of engineers on the master UP/BLE Kansas City Merged Roster #1 will be mutually agreed upon by the parties, subject to the provisions of Side Letter No. 15.

ARTICLE III - EXTRA BOARDS

A. The following extra boards shall be established to protect vacancies and other extra board work into or out of the Kansas City Hub or in the vicinity thereof. It is understood whether or not such boards are guaranteed boards is determined by the designated collective bargaining agreement.

1. Atchison - One (1) Extra Board (combination road/yard) to protect all extra service at or in the vicinity of Atchison including St. Joseph, Falls City and Union. This board will also protect work formerly performed by the Nearman coal pool. This board may not be used to provide hours of service relief of pool freight trains operating between Kansas City and Council Bluffs except in emergency, nor may it be used to provide relief of Zone 1 assignments home terminaled at Kansas City.

2. Ft. Madison - One (1) Extra Board (combination road/yard) to protect all extra service at or in the vicinity of Ft. Madison and Quincy, including Hours of Service relief in both directions.

3. Jefferson City - West - One (1) Extra Board (combination road/yard) to protect all Zone 3 vacancies headquartered at Jefferson City including vacancies created by engineers laying off while exercising "reverse lodging" privileges. Local or irregular service originating at Jefferson City working west on the UP Sedalia and River Subdivisions will also be protected by this board. This board will protect extra service on assignments headquartered at Lees Summit until a Zone 3 extra board is established at Kansas City.

4. Topeka - One (1) Extra Board (combination road/yard) to protect all road and yard extra service at or in the vicinity of Topeka per Article I.B.9.b. This board will not be used to provide relief of Zone 2 assignments home terminaled at Kansas City.

5. Kansas City - One (1) Extra Board (combination road/yard) to protect each of the following:

   a. Zone 1 pool freight extra service in the Kansas City-Ft. Madison/Quincy pool so long as it remains in existence as a separate pool. This board will be headquartered in Kansas City. This board will supplement the board described in b. below.

   b. Zone 1 pool freight extra service and all other road service in Zone 1, except as otherwise provided herein. This board will be headquartered at Kansas City. This board will supplement the board described in 1. above (Atchison).

c. Zone 2 pool freight extra service and all other road service in Zone 2, except as otherwise provided herein. This board will be headquartered at Kansas City.

d. Zone 3 pool freight extra service and all other road service in Zone 3 except as otherwise provided herein. This board will be headquartered at Kansas City.

e. Zone 4 pool freight extra service and all other road service in Zone 4 except as otherwise provided herein. This board will be headquartered at Kansas City.

6. One (1) extra board (yard only) to protect all yard extra service within the Kansas City Terminal. This board will be accessed by engineers in the manner set forth in Side Letter No. 22.

B. If additional extra boards are established or abolished after the date of implementation of this Agreement, it shall be done pursuant to the terms of the designated collective bargaining agreement. When established, the Carrier shall designate the geographic area the extra board will cover.

ARTICLE IV - APPLICABLE AGREEMENT

A. All engineers and assignments in the territories comprehended by this Implementing Agreement will work under the Collective Bargaining Agreement currently in effect between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers dated October 1, 1977 (reprinted October 1, 1991), including all applicable national agreements, the "local/national" agreement of May 31, 1996, and all other side letters and addenda which have been entered into between date of last reprint and the date of this Implementing Agreement. Where conflicts arise, the specific provisions of this Agreement shall prevail. None of the provisions of these agreements are retroactive.

B. All runs established pursuant to this Agreement will be governed by the following:

1. Rates of Pay: The provisions of the June 1, 1996 National Agreement will apply as modified by the May 31, 1996 Local/National Agreement.

2. Overtime: Overtime will be paid in accordance with Article IV of the 1991 National Agreement.

3. Transportation: When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.

NOTE: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

4. Suitable Lodging: Suitable lodging will be provided by the Carrier in accordance with existing agreements.

C. Existing ID run provisions regarding overmile rate and meal allowances as contained in the current UP Kansas City to Falls City ID Agreement (Sections 3. and 4. thereof) shall apply to the through freight pools described in Articles I.A.3. (Kansas City-Ft. Madison/Quincy), I.A.4. (Ft. Madison-Chicago), and I.D.3. (Kansas City-Pratt) of this Implementing Agreement.

D. The following provisions of the former UP Eastern District Interdivisional Run Agreement dated December 16, 1971 will apply to any pre-October 31, 1985 Kansas City Hub Engineers performing service in the Kansas City to Marysville pool:

(1) Part III - Paragraph (b) dealing with overtime.

(2) Part VII - Section 5 dealing with eating en route.

E. Existing ID run provisions regarding deadhead as contained in the current UP Kansas City to Falls City ID Agreement (Section 9 thereof) shall also apply to the through freight pools described in Articles I.C.2. (Kansas City - Jefferson City), I.D.2. (Kansas City - Coffeyville/Parsons) and I.D.3. (Kansas City - Pratt).

F. Engineers in the Kansas City - Coffeyville/Parsons pool who have an engineer/train service seniority date prior to October 31, 1985, shall begin overtime at the expiration of ten (10) hours on duty. When overtime, initial terminal delay and final terminal delay accrue on the same trip, pay will be calculated pursuant to National Agreement provisions. Employees hired after October 31, 1985, shall be paid overtime in accordance with the National Rules governing same and in the same manner as previously paid on the MPUL prior to the merger.

G. The following provisions shall apply to all engineers who establish seniority in the Kansas City Hub under this Merger Implementing Agreement. It is understood these provisions shall not be applicable to engineers establishing seniority as engineer in the Hub after the effective (signature) date of this Agreement:

Engineers protecting through freight service who exceed twelve (12) hours on duty shall be paid for all time on duty in excess of 12 hours at the overtime rate of pay regardless of the district miles of the run. When overtime, initial terminal delay and final terminal delay accrue

on the same trip, pay will be calculated pursuant to National Agreement provisions.

H. Engineers will be treated for vacation, entry rates and payment of arbitraries as though all their time on their original railroad had been performed on the merged railroad. Engineers assigned to the Hub on the effective date of this Agreement (including those engaged in engineer training on such date) shall have entry rate provisions waived. Engineers hired/promoted after the effective date of the Agreement shall be subject to National Agreement rate progression provisions.

I. Engineers protecting pool freight operations on the territories covered by this Agreement shall receive continuous held-away-from-home terminal pay (HAHT) for all time so held at the distant terminal after the expiration of sixteen (16) hours. All other provisions in existing agreement rules and practices pertaining to HAHT pay remain unchanged.

J. Except where specific terminal limits have been detailed in the Agreement, is not intended to change existing terminal limits under applicable agreements.

K. Actual miles will be paid for runs in the new Kansas City Hub. Examples are illustrated in Attachment "B".

ARTICLE V - FAMILIARIZATION

A. Engineers involved in the consolidation of the Kansas City Hub covered by this Agreement whose assignments require performance of duties on a new geographic territory not familiar to them will be given full cooperation, assistance and guidance in order that their familiarization shall be accomplished as quickly as possible. Engineers will not be required to lose time or ride the road on their own time in order to qualify for these new operations.

B. Engineers will be provided with a sufficient number of familiarization trips in order to become familiar with the new territory. Issues concerning individual qualification shall be handled with local operating officers. The parties recognize that different terrain and train tonnage impact the number of trips necessary and the operating officer assigned to the merger will work with the local Managers of Operating Practices in implementing this Section. If disputes occur under this Article they may be addressed directly with the appropriate Director of Labor Relations and the General Chairman for expeditious resolution.

C. It is understood that familiarization required to implement the merger consolidation herein will be accomplished by calling a qualified engineer (or

Manager of Operating Practices) to work with an engineer called for service on a geographical territory not familiar to him.

D. Engineers hired subsequent to the effective date of this document will be qualified in accordance with current FRA certification regulations and paid in accordance with the local agreements that will cover the merged Hub.

ARTICLE VI - IMPLEMENTATION

A. The Carrier will give at least thirty (30) days' written notice of its intent to implement this Agreement.

B. 1. Concurrent with the service of its notice, the Carrier will post a description of Zones 1, 2, 3 and 4 described in Article I herein.

2. Ten (10) days after posting of the information described in B.1. above, the appropriate Labor Relations Personnel, CMS Personnel, General Chairmen and Local Chairmen will convene a workshop to implement assembly of the merged seniority rosters. At this workshop, the representatives of the Organization will construct consolidated seniority rosters as set forth in Article II of this Implementing Agreement.

3. Dependent upon the Carrier's manpower needs, the Carrier may develop a pool of representatives of the Organization, with the concurrence of the General Chairmen, which, in addition to assisting in the preparation of the rosters, will assist in answering engineers' questions, including explanations of the seniority consolidation and implementing agreement issues, discussing merger integration issues with local Carrier officers and coordinating with respect to CMS issues relating to the transfer of engineers from one zone to another or the assignment of engineers to positions.

C. The roster consolidation process shall be completed in five (5) days, after which the finalized agreed-to rosters will be posted for information and protest in accordance with the applicable agreements. If the participants have not finalized agreed-to rosters, the Carrier will prepare such rosters, post them for information and protest, will use those rosters in assigning positions, and will not be subject to claims or grievances as a result.

D. Once rosters have been posted, those positions which have been created or consolidated will be bulletined for a period of seven (7) calendar days. Engineers may bid on these bulletined assignments in accordance with applicable agreement rules. However, no later than ten (10) days after closing of the bulletins, assignments will be made.

E. 1. After all assignments are made, engineers assigned to positions which require them to relocate will be given the opportunity to relocate within the next thirty (30) day period. During this period, the affected engineers may be allowed to continue to occupy their existing positions. If required to assume duties at the new location immediately upon implementation date and prior to having received their thirty (30) days to relocate, such engineers will be paid normal and necessary expenses at the new location until relocated. Payment of expenses will not exceed thirty (30) calendar days.

2. The Carrier may, at its option, elect to phase-in the actual pool consolidations which are necessary in the implementation of this Agreement. Engineers will be given ten (10) days' notice of when their specific relocation/reassignment is to occur.

ARTICLE VII - PROTECTIVE BENEFITS AND OBLIGATIONS

A. All engineers who are listed on the prior rights Kansas City Hub merged rosters shall be considered adversely affected by this transaction and consolidation and will be subject to the New York Dock protective conditions which were imposed by the STB. It is understood there shall not be any duplication or compounding of benefits under this Agreement and/or any other agreement or protective arrangement.

1. Carrier will calculate and furnish TPA's for such engineers to the Organization as soon as possible after implementation of the terms of this Agreement. The time frame used for calculating the TPA's in accordance with New York Dock will be August 1, 1996 through and including July 31, 1997.

2. In consideration of blanket certification of all engineers covered by this Agreement for wage protection, the provisions of New York Dock protective conditions relating to "average monthly time paid for" are waived under this Implementing Agreement.

3. Test period averages for designated union officers will be adjusted to reflect lost earnings while conducting business with the Carrier.

4. National Termination of Seniority provisions shall not be applicable to engineers hired prior to the effective date of this Agreement.

B. Engineers required to relocate under this Agreement will be governed by the relocation provisions of New York Dock. In lieu of New York Dock provisions, an employee required to relocate may elect one of the following options:

1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of $10,000 upon providing proof of actual relocation.

2. Homeowners may elect to receive an "in lieu of" allowance in the amount of $20,000 upon providing proof of actual relocation.

3. Homeowners in Item 2 above who provide proof of a bona fide sale of their home at fair value at the location from which relocated shall be eligible to receive an additional allowance of $10,000.

   a) This option shall expire within five (5) years from date of application for the allowance under Item 2 above.

   b) Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.

   NOTE: All requests for relocation allowances must be submitted on the appropriate form.

4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after two (2) years from date of implementation of this Agreement.

5. Under no circumstances shall an engineer be permitted to receive more than one (1) "in lieu of" relocation allowance under this Implementing Agreement.

6. Engineers receiving an "in lieu of" relocation allowance pursuant to this Implementing Agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years.

ARTICLE VIII - SAVINGS CLAUSES

A. The provisions of the applicable Schedule Agreement will apply unless specifically modified herein.

B. It is the Carrier's intent to execute a standby agreement with the Organization which represents engineers on the former St. Joseph Union Terminal. Upon execution of that Agreement, said engineers will be fully covered by this Implementing Agreement as though the Organization representing them had been signatory hereto.

C. Nothing in this Agreement will preclude the use of any engineers to perform work permitted by other applicable agreements within the new seniority districts described herein, i.e., yard engineers performing Hours of Service Law relief within the road/yard zone, pool and/or ID engineers performing

service and deadheads between terminals, road switchers handling trains within their zones, etc.

D. The provisions of this Agreement shall be applied to all engineers covered by said Agreement without regard to race, creed, color, age, sex, national origin, or physical handicap, except in those cases where a bona fide occupational qualification exists. The masculine terminology herein is for the purpose of convenience only and does not intend to convey sex preference.

ARTICLE IX - HEALTH AND WELFARE

Engineers of the former UP who are working under the collective bargaining agreement designated in Article IV.A. of this Implementing Agreement belong to the Union Pacific Hospital Association. Former SSW/SPCSL engineers are presently covered under United Health Care (former Travelers GA-23000) benefits. Upon implementation of this Agreement, said former SSW/SPCSL engineers will be granted an option to elect the health and welfare coverage provided by the designated collective bargaining agreement. Any engineer who fails to exercise such option shall be considered as having elected to retain existing coverage.

ARTICLE X - EFFECTIVE DATE

This Agreement implements the merger of the Union Pacific and SSW/SPCSL railroad operations in the area covered by Notice dated January 30, 1998.

Signed at DENVER, CO. this 2nd day of July, 1998.

FOR THE BROTHERHOOD LOCOMOTIVE ENGINEERS:

D. E. Penning
General Chairman, BLE

M. A. Young
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

APPROVED:

J. L. McCoy
Vice President, BLE

D. M. Hahs
Vice President, BLE

FOR THE CARRIERS:

M. A. Hartman
General Director-Labor Relations
Union Pacific Railroad Co.

J. M. Raaz
Asst. Vice President-Labor Relations
Union Pacific Railroad Co.

Side Letter No. 1

July 2, 1998

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers.

During our negotiations we discussed SSW ARTICLE 6 - LIFE INSURANCE, SSW ARTICLE 9 - DISABILITY INSURANCE, SPCSL ARTICLE 4 - LIFE INSURANCE and SPCSL ARTICLE 6 - DISABILITY INSURANCE of the August 1, 1995 Agreement between Southern Pacific Lines and your Organization. It was your position that coverages provided by the former agreement should be preserved for the former SSW and SPCSL engineers covered by this Implementing Agreement.

This will confirm that Carrier agreed that these insurance premiums would be maintained at current levels and would be grand fathered to those former SSW an SPCSL engineers who are covered by this Implementing Agreement and who are presently covered under those plans. These insurance premiums will be maintained at current levels for such employees for a six (6) year period commencing January 1, 1998, unless extended or modified pursuant to the Railway Labor Act.

It is understood this Agreement is made without prejudice to the positions of either party regarding whether or not such benefits are subject to preservation under New York Dock and it will not be cited by any party in any other negotiations or proceedings.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director - Labor Relations

AGREED:

J. R. Koonce
General Chairman, BLE

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 2

July 2, 1998

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers.

During our negotiations we discussed SSW ARTICLE 7 - VACATION and SPCSL - ARTICLE 17 - VACATION of the August 1, 1995 Agreement between Southern Pacific Lines and your Organization.

This will reflect our understanding that those former SSW and SPCSL engineers who are covered by this Implementing Agreement and who are presently covered by the above agreement provision shall be entitled to obtain the benefits of said ARTICLE 7 and ARTICLE 17 for the calendar year 1999 if said vacation is already earned under existing SSW and SPCSL agreements at the time of implementation of this Agreement. Thereafter, vacation benefits shall be as set forth in the controlling agreement on the merged territory.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

J. R. Koonce
General Chairman, BLE

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 3

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers.

The parties hereto realize that the merger of the former properties into a unified system is a complex undertaking and with the changes in operations and seniority territories, employees covered by this Agreement will be required to perform service on unfamiliar territory.

Familiarization will be a large undertaking, and it is to the benefit of both parties that this process begin as soon as possible so that implementation can occur in a more orderly and rapid manner. Therefore, it is understood that Carrier may begin qualifying engineers on unfamiliar territory, to the extent it is feasible based upon operational and manpower constraints, between time of execution of this Implementing Agreement and date of implementation thereof.

It is understood that familiarization will be accomplished in accordance with Article V - Familiarization of this Agreement. Engineers making familiarization trips which involve greater mileages than their existing (pre-merger) runs will be paid actual mileage to the new objective terminal as contemplated in Article I of this Agreement. Local BLE officers will work with local Carrier officers to implement this Side Letter in the most effective manner.

If the foregoing adequately and accurately sets forth our agreement in this regard, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President, BLE

J. L. McCoy
Vice President, BLE

Side Letter No. 4

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our negotiations there was considerable discussion surrounding the operational changes resulting from a merger of UP/SSW/SPCSL operations. Specifically, it was your observation that the merged operation might possibly require an increased amount of transporting of engineers, and your Organization has concerns regarding the quality of the vehicles presently used for transporting engineers, as well as the drivers of said vehicles.

It was Carrier's position that there are existing procedures available to resolve any complaints regarding deficiencies in crew transportation and, as such, this was not a proper topic for inclusion in a Merger Implementing Agreement.

Without prejudice to the positions of the respective parties as set forth above, the Carrier believes it is in the best interests of all parties that routine, unannounced safety audits of crew transportation contractors be conducted, and that a process be established for prompt investigation and, if necessary, resolution of complaints of specific instances of deficiencies in this area. In this regard, this will confirm my advice given you during our negotiations that Carrier agreed it would direct its designated manager to contact a Local Chairman to be designated by your Organization for the purpose of scheduling and conducting field safety audits of transportation contractors in the hub. These safety audits will include, but not be limited to, inspection of vehicles, unannounced rides, interviewing crews, and meeting drivers. These safety audits will be performed no less frequently than quarterly.

If issues are raised by the safety audits which cannot be resolved to the satisfaction of your Organization, they may be referred to the appropriate Labor Relations Officer by the General Chairman for discussion in conference at the earliest possible date to seek a resolution. The conference will include the appropriate General Manager or his designate.

Respectfully,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our execution of this Agreement, it was understood that the parties may discover errors or omissions relating to mile post designations, crew district mileages, etc. It is not the intent of either party to hold the other party to such items simply because there was simply not time to verify them for accuracy.

If the foregoing adequately and accurately describes our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M.A Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President, BLE
J. L. McCoy
Vice President, BLE

Side Letter No. 6

Side Letter No. 6

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub, and specifically to Article I.A.3. regarding repositioning engineers from one away-from-home terminal to another. Such handling will be subject to the following conditions:

1. Engineers may be deadheaded prior to the tie-up after the initial trip.

   Example: An engineer runs from Kansas City to Ft Madison. He can be deadheaded from Ft. Madison to Quincy for tie-up at Quincy from his original trip from Kansas City.

2. Engineers may also be deadheaded after tie-up and rest after the initial trip.

   Example: An engineer runs from Kansas City to Ft. Madison and ties up. After rest, he can be deadheaded from Ft. Madison to Quincy for a trip from Quincy to Kansas City.

   a. This handling can only occur when there are no rested engineers at Quincy to protect the service from Quincy to Kansas City, i.e., it is not permissible to deadhead an engineer to a different away-from-home terminal for additional rest, but only for a return trip to the home terminal.

3. Engineers will not be deadheaded by train between one away-from-home terminal to another away-from-home terminal. Other forms of transportation will be used.

4. Engineers hired prior to implementation of this Agreement will be paid highway miles for the deadhead portion of the trip and engineers hired subsequent to the implementation will be paid actual time for the deadhead portion of the trip.

5. Once deadheaded between the two away-from-home terminals an engineer will not be deadheaded back except in an emergency situation such as a flood or a major derailment.

6. It is not the intent of this Agreement to "double deadhead" engineers. If double deadheaded, then the engineer will be paid district miles for the second deadhead. A "double deadhead" in this instance is when an engineer is deadheaded from one-away-from-home terminal to another away-from-home terminal and then deadheaded back to the home terminal.

7. Engineers arriving at the away-from-home terminal by train and instructed to deadhead to another away-from-home terminal will remain on terminal time (if applicable) until they are in the vehicle to transport them to the other away-from-home terminal.

8. It is understood the provisions set forth above shall also apply to the Kansas City-Council Bluffs/Des Moines pool, and these provisions shall supersede pre-existing agreements and/or practices regarding transporting crews between Council Bluffs and Des Moines. Nothing in this Side Letter may be construed to permit transporting away-from-home terminal crews between Council Bluffs/Des Moines and Ft. Madison/Quincy.

If the foregoing adequately and accurately sets forth agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 7

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

In Side Letter No. 16 of the St. Louis Hub Merger Implementing Agreement and referenced in Article I.B.3.a. of Kansas City Hub Merger Implementing Agreement, the parties agreed to allow former UP and SSW engineers residing at or in the vicinity of Jefferson City to continue to maintain their residences at that location subject to the language of Side Letter No. 16.

The Carrier intends to have Kansas City as the home terminal for all engineers performing service in the Kansas City to Jefferson City pool. The present UP and SSW engineers at Jefferson City covered by this Agreement will be eliminated by attrition. When a former UP or SSW engineer, residing at or in the vicinity of Jefferson City, vacates his pool assignment through retirement, resignation, voluntary seniority move/relocation, etc., and it is not claimed/occupied by a prior rights Jefferson City engineer covered by this Side Letter, such position will no longer be maintained at Jefferson City but will be readvertised as having Kansas City as the designated home terminal.

Initially, upon implementation of this Agreement, the home terminal for the Kansas City to Jefferson City pool will be Jefferson City. (Note: This does not modify or nullify the provisions of Side Letter No. 23 to the St. Louis Hub Merger Implementing Agreement). Sufficient pool turns (along with extra board positions, as described below) shall be established to accommodate those engineers identified on the Attachment to this Agreement. After date of implementation, pool turns which are advertised which exceed the number necessary to fulfill this arrangement may be filled by any other Kansas City Hub engineers. Engineers residing at or in the vicinity of Kansas City who perform service in this pool will be afforded reverse lodging and HAHT privileges at Jefferson City.

An extra board will be maintained at Jefferson City to protect assignments working west in Kansas City Hub Zone 3. This extra board will be maintained at a level of no less than 30% (all fractions are rounded downward) of the number of engineers occupying pool turns and residing at Jefferson City under this attrition arrangement. If there are unfilled positions on such extra board or unfilled positions on locals or other road assignments working out of Jefferson City west, the junior engineer in the Kansas City to Jefferson City pool, residing at or in the vicinity of Jefferson City, will be required to cover such position or assignment. Nothing in this Side Letter is intended to convey the Jefferson City-West Extra board the exclusive right to protect all assignments in Zone 3.

When 51% or more of the turns in the Kansas City to Jefferson City pool are occupied by engineers who reside at or in the vicinity of Kansas City, the home terminal for the pool will become Kansas City. Once this change is effected, it shall remain at Kansas City. Engineers who continue to reside at or in the vicinity of Jefferson City will be afforded reverse lodging and HAHT privileges at Kansas City and lay off privileges at Jefferson City.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President, BLE

J. L. McCoy
Vice President, BLE

July 2, 1998

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

With regard to Article II.H. of the Agreement, the following shall apply:

I. Engineers who participate in the roster formulation process for the Kansas City Hub who presently hold engine service seniority outside the Kansas City Hub will be handled as follows:

a. All engine service seniority outside the Kansas City Hub will be held in abeyance and may not be utilized for any purposes except as outlined below:

b. When subsequent implementing agreements are concluded in other hubs which encompass the seniority described in a. above, which has been held in abeyance, such seniority may be exercised in the roster formulation process for such hub(s) subject to the following limitations:

1. The exercise of such option shall be considered a seniority move and shall be at the engineer's own expense.

2. An engineer utilizing this provision to select a different hub will forfeit all seniority in the Kansas City Hub.

II. The rights set forth in (b) above may only be exercised to the extent that there is an unfilled need for engineers at such hub at the time rosters for such hub are formulated. Carrier reserves the right to limit the number of such requests made based upon manpower requirements and the number accepted will be in seniority order. In the event such move will create a shortage of engineers within the Kansas City Hub the Carrier may hold such applicant for a reasonable amount of time to allow for a replacement.

III. When all of the hubs involving engineers with former SSW and SPCSL system seniority have been completed, the Organization may serve notice upon Carrier to meet and negotiate the details surrounding a one-time "Sadie Hawkins Day" for such engineers to make one final, irrevocable move to a hub, which will be without relocation cost to the Carrier. The parties will resolve at this meeting the matters of shortages and/or surpluses in the various hubs, as well as method of seniority integration into the hub to which moving.

It is understood this Agreement is made without prejudice to the position of any party, does not constitute a precedent, and may not be cited or referred to by any party in any other negotiations or proceedings.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
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Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub.

During our negotiations your Organization raised some concern regarding the intent of Article VIII - Savings Clauses, Item C thereof. Specifically, it was the concern of some of your constituents that the language of Item C might subsequently be cited to support a position that "other applicable agreements" supersede or otherwise nullify the very provisions of the Merger Implementing Agreement which were negotiated by the parties.

I assured you this concern was not valid and no such interpretation could be applied. I pointed out that Item C must be read in conjunction with Item A, which makes it clear that the specific provisions of the Merger Implementing Agreement, where they conflict with the basic schedule agreement, take precedence, and not the other way around.

The purpose of Item C was to establish with absolute clarity that there are numerous other provisions in the designated collective bargaining agreement, including national agreements, which apply to the territory involved, and to the extent such provisions were not expressly modified or nullified, they still exist and apply. It was not the intent of the Merger Implementing Agreement to either restrict or expand the application of such agreements.

In conclusion, this letter of commitment will confirm that the provisions of Article VIII - Savings Clauses may not be construed to supersede or nullify the terms of the Merger Implementing Agreement which were negotiated in good faith between the parties. I hope the above elaboration clarifies the true intent of such provisions.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

July 2, 1998

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GENERAL CHAIRMAN BLE
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GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

Prior to implementation of this Agreement, the Carrier and Organization will schedule and convene a meeting in Kansas City, Missouri to develop equity data for roster formulation and slotting of freight pools associated with the Kansas City Hub. The results of this meeting will be appended to this Agreement prior to it being disseminated for a ratification vote.

This meeting will be conducted by Carrier Labor Relations Officers and the appropriate Local Chairmen for the territories concerned. The Carrier will provide the sources of equity data and the Local Chairmen will provide the Carrier with the necessary equity percentages for roster slotting and formulating. In the event the Local Chairmen are unable to agree upon equity percentages, the Carrier will make such determinations and will not be subject to any claims or grievances as a result thereof.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 2, 1998

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1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date, and specifically Article VII.A.1. thereof.

During our discussions regarding the time frame for calculating TPA's, the representatives of the former SSW and SPCSL expressed the view that since all of the engineers represented by them had already received TPA's in connection with "interim protection" related to TCS cutovers, they would prefer to simply adopt those existing TPA's for purposes of application of protection under this Merger Implementing Agreement. Carrier is agreeable to this handling.

If the foregoing accurately describes our Agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M.A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

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Vice President BLE

J. L. McCoy
Vice President BLE

July 2, 1998

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GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to our negotiations covering the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers. During these negotiations, the Organization expressed concern that engineers who expire on the Hours of Service Law would not be transported in a timely manner to the destination terminal.

This will confirm the advice given to you, i.e., that when an engineer ties up on the Hours of Service before reaching the objective terminal, the Carrier will make every reasonable effort to relieve subject engineer and transport him to the tie up point, expeditiously. The Carrier recognized the interests of the railroad and its engineers are best served when a train reaches the final terminal within the hours of service. In the event this does not occur, the Carrier is committed to relieving that engineer and providing transportation as soon as practical. It is understood that this commitment contemplates transportation in the form of passenger vehicle, and engineers shall not be transported to the tie-up point after Hours of Service tie-ups by means of train except in case of emergency or extraordinary circumstances which make providing a vehicle impossible.

In the event the Organization feels that this commitment is not being observed at a particular location, the General Chairman shall promptly contact the Director of Labor Relations in writing stating the reasons or circumstances thereof. Within ten (10) days after being contacted the Director of Labor Relations will schedule a conference between the parties to discuss the matter and seek a resolution. The conference will include the appropriate General Manager or his designate.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 2, 1998

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CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines, and the Brotherhood of Locomotive Engineers.

In our discussions regarding Article IV, this will confirm Carrier's commitment to provide copies of the designated collective bargaining agreement referenced therein to all former SSW/SPCSL and UP (former Eastern District) engineers comprehended by this Implementing Agreement at the earliest possible date, but no later than by date of implementation of this Agreement.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

July 2, 1998

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GENERAL CHAIRMAN BLE
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CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

In discussing the relocation benefits in Article VII of the Agreement, we discussed the situation where an employee may desire to sell his home prior to the actual implementation of the merger. Carrier committed to you that such employee would be entitled to treatment as a "homeowner" for relocation benefits purposes provided:

1. Upon actual implementation of the Merger Implementing Agreement the engineer meets the requisite test of having been "required to relocate",

2. The sale of the residence occurred at the same location where claimant was working immediately prior to implementation, and

3. The sale of the residence occurred after the date of this Agreement.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
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Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our negotiations the Organization requested a commitment from the Carrier that no engineer currently in the hub would be forced out of the hub. Carrier advised that it could not commit to this since engineers could potentially come into the hub when rosters are formulated, thereby inflating the number of engineers in the hub and creating a surplus. Therefore, in the alternative it was agreed that the total number of engineers in the Kansas City Hub upon finalization of rosters would be no less than the number in the hub on the date of this Implementing Agreement. In the event that number is exceeded because of engineers coming into the hub from other locations in line with their system seniority, the excess may be reduced by the Carrier by forcing junior surplus engineers out of the hub. In the application of this Side Letter, it is understood that engineers coming into the hub from other locations do so as a seniority move and such moves do not trigger relocation benefits. If such moves result in Carrier reducing surplus junior engineers out of the hub, such forced engineers would be eligible for relocation benefits.

If the foregoing adequately and accurately sets forth our agreement regarding this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director - Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 2, 1998

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GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our negotiations of this Hub, the parties agreed that in order to operate the large consolidated hub more efficiently, the following would apply:

1. Article 26(D) of the designated collective bargaining agreement shall remain in full force and effect except as specifically described below. The following exceptions are applicable only in the Kansas City Hub:

   a. Freight pool and extra board engineers filling regular assigned engineer vacancies standing first out on the board at time of call and after taking charge of the train will not be considered runaround when another freight pool or extra board engineer called subsequent to the first out engineer departs from a separate location ahead of the first out engineer. Separate location is defined to mean yards, tracks, or exchange points, which would require a crew van to accomplish the engineer exchange.

   NOTE: Freight pool and extra board engineers called to deadhead will continue to be exchanged with other freight pool engineers on duty in order to comply with the first-in/first-out provisions of Article 26(D) and National Railroad Adjustment Board Award No.24679, except it will not be necessary to exchange engineers when the working engineer is called to handle a train from one yard and the deadhead engineer is called to deadhead from another yard. This exception applies to all pools operating out of the Kansas City Hub.

b. Freight pool and extra board engineers filling regular assigned engineer vacancies standing first out on the board at time of call when required to relieve a train on the far side of the terminal under the "25-mile zone" provisions of this Agreement will be considered as having departed the terminal when such engineer departs in the conveyance to said train.

c. Because of recent experience with start up of new hub operations and to alleviate additional confusion during the initial three (3) pay periods after Kansas City Hub implementation, the terminal runaround rule will be suspended. No departure runarounds will be claimed during that period. Subsequent to those three (3) pay periods, all the provisions of Article 26(D) and the provisions of this Memorandum Letter of Agreement will be in full force and effect.

2. A pool freight engineer arriving at the far terminal out of position will, upon arrival at the far terminal, be placed in the same relative position on the board as the engineer held at the home terminal. If the engineer cannot be returned to the proper position because the engineer has not received the necessary Hours of Service rest, the engineer will, upon arrival at the home terminal, be placed in the same relative position on the board as the engineer held at the home terminal at the start of the previous trip.

This Memorandum Letter of Agreement is made with the understanding it is without prejudice to the positions of the respective parties and it will not be cited by any party in any other negotiation or proceeding.

If the foregoing adequately and accurately describes our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 2, 1998

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GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our negotiations we discussed engineers holding seniority in the hub who were on leaves of absence for medical, union officer, carrier officer, and other such reasons. We agreed these engineers would be treated as if they were working in the craft for the purposes of roster slotting on the dovetailed roster and for prior rights purposes. As such they will be included on the new rosters with the same status they currently hold. Should they return to service as an engineer, they will be covered under the hub agreement in accordance with their seniority.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
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General Chairman, BLE

cc: D. M. Hahs
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July 2, 1998

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GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our negotiations of this Hub, the parties discussed the application of the 1946 Local Agreement in the merged territory.

Article 4, specifically, the Memorandum of Agreement entitled "Local Freight Train Service" contained in Pages 11 and 12 of the current Agreement will be interpreted and applied as follows:

The territories to which this rule applies will not be expanded by the addition of other than former MP Upper Lines territories. The Agreement will apply only to those territories (subdivisions) as described.

Additionally, the reference to "subdivisions which do not show any trains in time table," contained in Section 1 of this Memorandum, refers only to the Missouri Pacific Railroad's time table in effect on August 10, 1946.

The territories subsequently added as a result of merging with other properties will not be subject to the requirements of Section 1 of this Memorandum.

This Memorandum Letter of Agreement is made with the understanding it is without prejudice to the positions of the respective parties and it will not be cited by any party in any other negotiation or proceeding.

If the foregoing adequately and accurately describes our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 2, 1998

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CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our discussions regarding Article V - Familiarization, we reviewed some of the problems experienced in implementing other hubs. A process which was adopted in the Denver and Salt Lake City Hub was introduced and the parties agreed to apply it at Kansas City. Specifically, it was agreed that during implementation of the hub engineers will not be removed from their regular assignments to become peer trainers, and any engineer required to assist an engineer on a familiarization trip will be compensated on a trip by trip basis as follows:

> *"Engineers who work their assignment (road and yard service) accompanied by an engineer taking a familiarization trip in connection with the merger shall be paid one (1) hour at the straight time rate of pay in addition to all other earnings for each tour of duty. This payment shall not be used to offset any extra board or pool freight guarantee payments."*

Engineers will be required to submit a timeslip indicating he/she was required to train another engineer and shall include the name of the engineer taking the familiarization trip on the timeslip.

It was understood the terms of this understanding shall be applicable for only the first 180 days following date of merger implementation; thereafter, existing agreement provisions will apply. This understanding is without prejudice or precedent to either party.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 20

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

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GENERAL CHAIRMAN BLE
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GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date, and specifically Article I.A.4.d. thereof.

While the provisions of Article I.A.4.d. contemplate that engineers dislocated from Ft. Madison as the result of a cessation of operations over BNSF trackage rights would be relocated to Kansas City to exercise their hub seniority, this letter will confirm that Carrier did commit to meet and explore the possibility of integrating those engineers desiring to do so into the existing Chicago to Clinton or Clinton to Des Moines pools. This would of course require the concurrence of the involved BLE General Chairman for that territory. It is understood that any notice or negotiations conducted in this regard would not be under the governance of the commitment letters referenced in the Preamble to this Implementing Agreement.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

Side Letter No. 21

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

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GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date, and particularly Article II.F.

As discussed, there are currently a group of engineers in training for Dalhart/Pratt. Under the SSW Agreement and seniority provisions, some of these trainees bid the training vacancies from Kansas City with the hope they could hold seniority in the Kansas City Hub after implementation of the merger. It was agreed that these trainees would stand to be canvassed for establishment of seniority in the Kansas City Hub if the roster sizing numbers are such that there are roster slots for them. If not, there is no requirement that they be added to the Kansas City Hub roster.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 22

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date, and specifically Articles I.E.2. and III.A.6. thereof.

Extensive discussions were held regarding allocation of yard assignments and extra board work within the consolidated Kansas City Terminal. Carrier agreed to the method of work assignment described herein with the understanding that such arrangement would in no way compromise the Carrier's right to operate the Kansas City Terminal as a consolidated terminal as set forth in this Implementing Agreement, and all yard assignments may operate anywhere within the terminal without any pre-merger seniority distinctions or lines of demarcation. On this basis, it was agreed:

1. All yard assignments and extra board positions in the Kansas City Terminal shall be accessed from a dovetailed seniority roster of all engineers in the Kansas City Hub. This dovetailed roster shall identify every engineer by his zone prior rights, i.e., Zone 1, 2, 3 or 4. Engineers promoted after the date of implementation of this Agreement shall be common, i.e., no prior rights designation shall be noted on said roster.

2. At the equity workshop meeting described in Side Letter No., 10 the parties will develop prior rights percentages to yard work in Kansas City based upon the data used for all the other equity calculations under this Agreement. These percentages will distribute the equity among Zones 1, 2 and 4; Zone 3 will have no equity in the yard work in the Kansas City Terminal.

3. After the equity percentages are developed, an add/cut chart will be developed which describes the proportionate allocation of assignments (including extra board) to prior rights Zone 1, 2 and 4 engineers relative to the total of such assignments within the terminal. The proportional numbers

shall only be relevant for purposes limiting the number of prior rights engineers from each zone exercising their prior rights to such assignments; within such limitations, engineers of all the participating prior rights zones shall compete for assignments within the terminal on the basis of their relative seniority.

4. At the equity workshop meeting described in Side Letter No. 10 the parties will also agree upon the average number of assignments operated in the Kansas City Terminal during the period covered by the equity data. This number will then represent the cap or maximum number of regular assignments subject to the above arrangement. Any assignments established in excess of that number shall be filled by engineers on the basis of their common hub seniority.

5. As indicated above, the extra board described in Article III.A.6 will also be subject to the provisions of Item 3 above. However, the number of extra board positions will not exceed 25% of the number determined under Item 4 above (fractions to be rounded to the next higher number). Once this extra board cap is determined, any extra board positions in excess of that number which are maintained shall be accessed by engineers on the basis of their common hub seniority.

6. Where the above provisions conflict with the provisions of the designated collective bargaining agreement, the above provision shall prevail.

7. The parties will cooperate in meeting to resolve any unforeseen problems or issues relative to implementation of the above procedures.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 23

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date, and specifically Article I.B.2.

Much discussion occurred surrounding SSW asserted rights to equity in Zone 2 as a result of train changes related to the discontinuance of operations over the Pueblo Line. Without otherwise commenting upon the positions of the respective committees regarding this matter, suffice it to state the Carrier agreed to the following arrangement proffered by the Organization:

> When rosters are formulated and engineers are canvassed, there will be five (5) positions opened on the Zone 2 prior rights roster for former SSW engineers. (The 5th slot represents the former SSW equity on a yard assignment at Topeka). The senior SSW engineers desiring such Zone 2 roster slots shall be placed on such roster in accordance with their seniority and shall establish prior rights in Zone 2 by virtue thereof. If any or all of said proffered roster slots in Zone 2 go unclaimed, they shall be extinguished and no further right to make claim to them shall exist. It is understood that none of the provisions of this implementing agreement may be construed to allow more than five (5) former SSW engineers to acquire a prior rights slot on the Zone 2 roster.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

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cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 2, 1998

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414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

Much discussion occurred surrounding certain calling procedures and other local provisions, such as "Sadie Hawkins Days", applicable to former UP 8th District Engineers performing service in the Kansas City to Marysville pool prior to implementation of this Agreement.

Without prejudice or precedent the Carrier agreed to meet, post implementation, to review the above referred-to items to consider whether to adopt any of these former provisions to Zone 2 and/or the entire Kansas City Hub.

Yours truly,

M. A. Hartman
General Director-Labor Relations

cc: D.M. Hahs
Vice President - BLE
J.L. McCoy
Vice President - BLE

Side Letter No. 25

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

Upon implementation of this Agreement, and after all assignments have been made in connection therewith, those former SPCSL Engineers who remained at Ft. Madison or continued working between Ft. Madison and Chicago (including Chicago) and who did not relocate to Kansas City will receive a one (1) time in-lieu relocation payment in the gross amount of $3,500.00. Acceptance of this payment constitutes a waiver of all claims or grievances in connection with the elimination of Quincy as a home terminal for pool operations.

The parties hereto acknowledge this arrangement is made without prejudice or precedent and on a not-to-be cited basis.

The terms of this Side Letter are unrelated to and independent of the provisions set forth in Articles I.A.4.c. and I.A.4.d., and shall not have the effect of reducing or negating such provisions.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

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General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

QUESTIONS AND ANSWERS - KANSAS CITY HUB

ARTICLE I - WORK AND ROAD POOL CONSOLIDATION

Q.1. What is the impact of the terminal operations at terminals where both the former UP and SSW/SPCSL had yards/terminal operations being "consolidated into a single operation"?

A.1. In a consolidated terminal, all road crews can receive/leave their trains at any location within the boundaries of the new consolidated Terminal and may perform work anywhere within those boundaries pursuant to the applicable collective bargaining agreement. The Carrier will designate the on/off duty points for road crews. All rail lines, yards, and/or sidings within the Terminal are considered as common to all crews working in, into and out of the Terminal and all road crews may perform all permissible road/yard moves pursuant to the applicable collective bargaining agreements.

Q.2. Is it the intent of this agreement to use engineers beyond the 25-mile zone?

A.2. No.

Q.3. Since the 25-mile zone provisions specify that engineers may be called to receive "the train for which they were called", does this preclude their use under such 25-mile zone provision for any other train?

A.3. Yes, unless other pre-existing local agreements or practices permit otherwise.

Q.4. What is intended by the words "at the basic pro rata through freight rate" as used in this Agreement?

A.4. Payment would be at the high (unfrozen) through freight rate of pay which is applicable to the service portion of the trip.

Q.5. How will initial terminal delay be determined when performing service as in the 25-mile zone?

A.5. Initial terminal delay for engineers entitled to such payments will be governed by the applicable collective bargaining agreement and will not commence when a crew operates back through the on-duty point. Operation back through the on-duty point shall be considered as operating through an intermediate point.

Q.6. How is a crew which received their train in the twenty-five (25) mile zone on the far side of the terminal compensated?

A.6. When so used, the crew shall be paid an additional one-half (½) basic day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If the time spent beyond the terminal is greater than four (4) hours, they shall be paid on a minute basis at the basic pro rata through freight rate. Miles within the 25-mile zone shall not be added to the district miles of the run. Time spent within the zone does not factor into the computation of overtime; however, if the time spent within the zone, if factored into the computation of overtime, would produce road overtime earnings for the tour of duty in excess of the minimum four (4) hour payment, the higher overtime earnings would apply.

Q.7. If a crew in the twenty-five (25) mile zone is delayed in bringing the train into the origin terminal so that it does not have time to go to the destination terminal, what will happen to the crew?

A.7. If the crew had operated back through the origin terminal, they will be transported to the destination terminal, unless emergency conditions (i.e., acts of God, derailment, etc.) prevent such, and be paid district miles, overtime where applicable and a minimum of four (4) hours at the basic pro rata through freight rate.

Q.8. In regards to Question 6 above. What happens if a crew in the twenty-five (25) mile zone is delayed and does not depart the origin terminal a second time?

A.8. If the crew origin terminal is the home terminal will be released at the origin terminal and paid a basic day, including overtime when applicable, in addition to the minimum of four (4) hours at the basic pro rata through freight rate for working the 25-mile zone. If the origin terminal is the away terminal, the crew will be deadheaded to the destination terminal, except in cases of emergency (i.e., Acts of God, derailment, etc.).

Q.9. Is it the intent of this agreement to use engineers in the 25-mile zone if not qualified to operate on that territory?

A.9. No. It is not the intent of this agreement to require engineers to operate against their will within the 25-mile zone if not familiar with such territory.

Q.10. Do the 25-mile zone provisions, including the pay provisions thereof, apply to all engineers?

A.10. These provisions apply equally to pre-1985 engineer, post-1985 engineers, and engineers hired/promoted subsequent to the provisions of this agreement.

Q.11. Is the ½ day at the basic pro rata through freight rate for operating in the 25-mile zone frozen and/or is it a duplicate payment/special allowance?

A.11. No, it is subject to future wage adjustments and it is not a duplicate pay/special allowance.

Q.12. At locations common to other hubs, such as Jefferson City, Wichita, Winfield, etc., is it understood that the right of a Kansas City Hub engineer to reach out 25 miles beyond the terminal to provide Hours of Service relief under the 25-mile zone provisions of this Agreement is dependent upon reciprocal 25-mile zone agreements in those hubs?

A.12. Yes.

Q.13. When an engineer is used for hours of service relief at the away from home terminal pursuant to this Agreement may he be used to provide relief for more than one train?

A.13. No, when the engineer returns to the away from home terminal after performing hours of service relief (on only one train) he will stand first out upon arrival subject to rest and he shall next be either deadheaded or perform actual service to the home terminal.

Q.14. What does the phrase "interchange rules are not applicable for intra-carrier moves within the terminal" mean?

A.14. This refers to movements between locations, points or yards of the former pre-merger roads (i.e., UP, SP, DRGW, SSW and SPCSL). Interchange rules do not apply to such movements.

Q.15. In Article I.A.9 it is provided that local assignments, assigned freight service, and any other irregular assignments will be protected by prior rights Zone 1 engineers from the Kansas City Hub "on a prior rights basis." What happens when such service is advertised and goes no bid?

A.15. The vacancy would be filled by engineers holding seniority in the terminal. For example, such work would be protected by the OMC at Council Bluffs.

Q.16. Carrier and the Organization on the former Eastern District have entered into an agreement providing for the establishment of RSS assignments at Marysville, which will be under the ED Agreement at that location. Are any such RSS jobs at Marysville to be treated the same as the Jeffrey Energy Pool assignments for purposes of application of the grandfather provisions of Article I.B.8.?

A.16. Yes.

Q.17. With regard to Article I.B.8., is it intended that the attrition of the Jeffrey Energy Pool assignments to the UP 18th District would be applied to force a prior rights former 8th District engineer out of Marysville?

A.17. No.

Q.18. With regard to Article I.B.8.a., if an engineer who was awarded prior rights to the Jeffrey Energy Pool assignments subsequently bid off or was reduced from such assignments, is he precluded from later reasserting his prior rights seniority to such assignments?

A.18. No.

Q.19. Are there any circumstances under which a former UP 8th District engineer would be entitled to relocation benefits from one location to another location within Zone 2?

A.19. Since Marysville, Topeka and Kansas City were all within the same seniority district pre-merger, and are retained/prior righted post-merger, not basis for relocation benefits could be established.

Q.20. Even though under Article I.A.11.b. the extra board at Atchison is not included in the prior rights arrangements at Atchison/St. Joseph, would a prior righted Atchison or St. Joseph engineer forfeit their prior rights under Article I.A.11.a. if they bid in the extra board?

A.20. No.

Q.21. After the six (6) year period in Article I.A.4.c. has expired, what application does Article I.A.4.d. have if the Carrier elects to phase out its use of BNSF trackage rights on a gradual basis rather than on an immediate basis?

A.21. It is not intended that Carrier may circumvent the provisions of Article I.A.4.d. by implementing a plan to discontinue such trackage rights operations on a phased in basis. While the specific facts of the case will speak for themselves, it is undisputed that the intent of the parties is to afford relocation benefits to engineers forced to

relocate to Kansas City as a direct result of discontinuance of exercise of the trackage rights operations.

ARTICLE II - SENIORITY CONSOLIDATIONS

Q.1. What is the status of pre-October 31, 1985 trainmen/firemen seniority?
A.1. Trainmen/firemen seniority will be in negotiations/arbitration with the appropriate Organization. Employees will be treated as firemen should they not be able to hold as an engineer. Those currently "treated as" will continue such status.

Q.2. What is the status of post-October 31, 1985 trainmen/firemen seniority?
A.2. A post-October 31, 1985 engineer will exercise their seniority as a trainman/fireman in accordance with the applicable agreements should they not be able to hold as an engineer.

ARTICLE III - EXTRA BOARDS

Q.1. Will extra boards established under this section be confined to protecting extra work exclusively within the zone in which established?
A.1. All extra boards will only protect extra work within one zone. After implementation, should the Carrier desire to establish extra boards which protect extra work in more than one zone, this will be done pursuant to the existing collective bargaining agreement, and the parties must reach agreement as to how engineers from the zones involved will be allowed to exercise seniority to such extra board(s). Failure to reach such agreement, common seniority will be used.

Q.2. Are these guaranteed extra boards?
A.2. The provisions of the designated collective bargaining agreement shall apply.

Q.3. In Article III.A.1. referring to use of the Atchison Extra Board for Hours of Service relief, what does "except in emergency" mean?
A.3. The order of providing Hours of Service relief would be use of a rested away-from-home pool engineer on a straightaway move or the protecting extra board at Kansas City, including the supplementing extra board described in Article III.A.5.a. If all these sources are exhausted, the Atchison Extra Board could be used in order to move the train.

ARTICLE IV - APPLICABLE AGREEMENTS

Q.1. When the Merger Implementing Agreement becomes effective what happens to existing claims previously submitted under the prior agreements?
A.1. The existing claims shall continue to be handled in accordance with the former agreements and the Railway Labor Act. No new claims shall be filed under those former agreements once the time limit for filing claims has expired.

Q.2. Under Article IV.G., is it the intent that an engineer may receive duplicate compensation under this provision and some other agreement rule, such as deadhead provisions?
A.2. No.

ARTICLE V - FAMILIARIZATION

Q.1. An engineer who makes familiarization trips only on the portion of the geographic territory where he intends to work may later exercise to another part of the territory with which he is not familiar. Does this Agreement apply to the necessary additional familiarization trips?
A.1. Yes, no matter how much time has elapsed from date of implementation of this Agreement.

Q.2. Who will approve an engineer as being properly familiarized on a new territory?
A.2. An engineer will not be considered qualified on a new territory until check ride is given by the designated Carrier officer as per the requirements of 49 CFR, Parts 240.127 and 240.129.

Q.3. May a brakeman, conductor, other employee not specified in the Agreement be used to familiarize an engineer on an unfamiliar geographic territory?
A.3. No.

Q.4. If an unqualified extra engineer stands first out for an assignment and the next extra engineer is qualified, may the first out extra engineer be run-around?
A.4. No. The first out extra engineer will be called for the assignment and the next out engineer qualified will be called to act as a pilot.

Q.5. How shall a qualified engineer used as pilot be compensated?
A.5. The same as if he had operated the train.

ARTICLE VI - IMPLEMENTATION

Q.1. How will Local Chairmen assisting in the implementation process be treated for protection purposes?
A.1. Local Chairmen assisting the Carrier in implementing the Agreement shall be paid the greater of their earnings or their protection. While assisting the Carrier in the implementation process they shall be governed by basic New York Dock protection reduction principals when laying off (other than company service while assisting in implementation) or absent for any reasons. They will not be required to occupy the higher rated job or position during implementation period.

ARTICLE VII - PROTECTIVE BENEFITS AND OBLIGATIONS

Section A:

Q.1. How will test period earnings be calculated for employees returning to service following extended absence (a period of one year or more)?
A.1. Their test period earnings will be the average of the test period earnings of the two (2) employees below and two (2) employees above on the pre-merger rosters working in the same class of service.

Q.2. How will test period earnings be calculated for part time union officers?
A.2. In the same manner as question 1, Answer 1 above.

Q.3. How does the Carrier calculate test period earnings if, during the last twelve (12) months, an employee has missed two (2) months compensated service?

A.3. The Carrier will go back fourteen (14) months (or however many months necessary) to calculate the test period earnings based on twelve (12) months compensated service.

Q.4. How will an employee be advised of his test period earnings?

A.4. Test periods will be furnished to each individual and their appropriate General Chairman.

Q.5. An employee is off one or more days of a month in the test period account of an on-duty personal injury. Will that month be used in computing test period averages?

A.5. Yes, if the employee performed other compensated service during the month.

Q.6. An engineer protects an extra board which pays a bonus day to an employee who stays marked up on the board for the entire pay period. Is this payment included in calculation of test period earnings?

A.6. Yes.

Q.7. Is vacation pay received during the test period considered as compensation?

A.7. Yes.

Q.8. If an engineer is on vacation the entire month and the vacation pay therefor is less than his TPA, would he be entitled to draw a displacement for the difference?

A.8. Yes.

Q.9. How is length of service calculated?

A.9. It is the length of continuous service an employee has in the service of the Carrier, as defined in the Washington Job Protection Agreement of 1936.

Q.10. If an employee has three years of engine service and three years of train service, how many years of protection will they have?

A.10. Six.

Q.11. Claims for a protection guarantee are subject to offset when an employee is voluntarily absent. How are such offsets computed?

A.11. A prorated portion of the guarantee is deducted for each twenty-four (24) hour period or portion thereof. The proportion varies depending on the number of days in the month and the rest days of a regularly assigned employee. For example, in a thirty (30) day month, the through freight deduction would be 1/30th. For an employee assigned to a six (6) day local, the proration would be 1/26th or 1/27th, depending on how rest days fell. For an unassigned yard employee, the proration would be anywhere from 1/20th to 1/24th, depending on how the rest days fall. A deduction will not be made for an employee required to lay-off due to mileage regulations.

Q.12. An employee assigned to the extra board lays off for one day. During the period of lay-off, he would not have otherwise had a work opportunity. What offset should be made in the employee's protective claim?

A.12. A pro rata portion of the guarantee is deducted, such proportion depending on the number of days in the month, i.e., 1/28th, 1/29th, 1/30th or 1/31st. [Except mileage regulation lay-off].

Q.13. What prorated portion of a protection guarantee will be deducted for an employee working on a guaranteed extra board whereon such employee is entitled to lay off up two (2) days per month without deduction of the extra board guarantee?

A.13. No deduction will be made from the protection guarantee for the first two (2) days of layoff during the month. Layoffs in excess of two (2) will result in a prorated deduction from the protection guarantee on the basis of the number of days in the month for each day of layoff in excess of two. [Except mileage regulation lay-off.]

Q.14. How will employees know which jobs are higher rated?

A.14. The Carrier will periodically post job groupings identifying the highest to lowest paid jobs.

Q.15. Will specific jobs be identified in each grouping?

A.15. Pools, locals and extra boards, with different monetary guarantees, may be identified separately but yard jobs and road switchers will not be.

Q.16. What rights does an employee have if he is already covered under labor protection provisions resulting from another transaction?

A.16. Section 3 of New York Dock permits employees to elect which labor protection they wish to be protected under. By agreement between the parties, if an employee has three years remaining due to the previous implementation of Interdivisional Service the employee may elect to remain under that protection for three years and then switch to the number of years remaining under New York Dock. If an employee elects New York Dock then he/she cannot later go back to the original protection even if additional years remain. It is important to remember that an employee may not receive duplicate benefits, extend their protection period or count protection payments under another protection provision toward their test period average for this transaction.

Q.17. Will the Carrier offer separation allowances?

A.17. The Carrier will review its manpower needs at each location and may offer separation allowances if the Carrier determines that they will assist in the merger implementations. Article I Section 7 of New York Dock permits an employee that is "dismissed" as defined by New York Dock to request a separation allowance within seven days of his/her being placed in dismissed status in lieu of all other benefits.

Q.18. Does an employee who elects to exercise his seniority outside the Kansas City Hub and not participate in the formulation of rosters for the new Kansas City Hub qualify for wage protection?

A.18. The certification agreed to under Article VII applies only to those employees who are slotted on the newly formed Kansas City Hub rosters.

Q.19. In applying the "highest rated job" standard to a protected employee, may the Carrier require an employee to take a higher rated job (or use those earnings as an offset against the protection guarantee) which would require a change in residence?

A.19. No, unless the job is protected from that source of supply point.

Section B:

Q.1. Who is required to relocate and is thus eligible for the allowance?

A.1. An engineer who can no longer hold a position at his location and must relocate to hold a position as a result of the merger. This excludes engineers who are borrow outs or forced to a location and released.

Q.2. Are there mileage components that govern the eligibility for an allowance?

A.2. Yes, the engineer must have a reporting point farther than his old reporting point and at least 30 miles between the current home and the new reporting point and at least 30 miles between reporting points.

Q.3. Can you give some examples?

A.3. The following examples would be applicable.

Example 1: Engineer A lives 80 miles east of Kansas City and works a yard assignment at Kansas City. As a result of the merger, he is assigned to a yard job with an on duty at Lee's Summit. Because his new reporting point is closer to his place of residence no relocation allowance is given.

Example 2: Engineer B lives 35 miles east of Kansas City and goes on duty at the SP yard office in Kansas City. As a result of the merger he goes on duty at the UP yard office in Kansas City which is one mile away. No allowance is given.

Example 3: Engineer C lives in Ft. Madison and is unable to hold an assignment at that location and must place on an assignment at Kansas City. The engineer meets the requirement for an allowance and whether he is a homeowner, a homeowner who sells their home or a non-homeowner determines the amount of the allowance.

Example 4: Engineer D lives in Ft. Madison and can hold an assignment in Ft. Madison but elects to place on an assignment at Kansas City. Because the engineer can hold in Ft. Madison, no allowance is given.

Q. 4. Why are there different dollar amounts for non-home owners and homeowners?

A. 4. New York Dock has two provisions covering relocating. One is Article I Section 9 Moving expenses and the other is Section 12 Losses from home removal. The $10,000 is in lieu of New York Dock moving expenses and the additional $10,000 or $20,000 is in lieu of loss on sale of home.

Q. 5. Why is there a set amount offered on loss on sale of home?

A. 5. It is an in lieu of amount. Engineers have an option of electing the in lieu of amount or claiming New York Dock benefits. Some people may not experience a loss on

sale of home or may not want to go through the procedures to claim the loss under New York Dock.

Q. 6. What is loss on sale of home for less than fair value?
A. 6. This refers to the loss on the value of the home that results from the Carrier implementing this merger transaction. In many locations the impact of the merger may not affect the value of a home and in some locations the merger may affect the value of a home.

Q. 7. Can you give an example?
A. 7. Prior to the merger announcement a home was worth $60,000. Due to numerous employees transferring from a small city the value drops to $50,000. Upon approval of the sale by the Carrier employee is entitled to $10,000 under Section 12 and the expenses provided under Section 9, or the owner can claim the in lieu of amount of $30,000.

Q. 8. If the parties cannot agree on the loss of fair value what happens?
A. 8. New York Dock Article I Section 12 (d) provides for a panel of real estate appraisers to determine the value before the merger announcement and the value after the merger transaction.

Q. 9. What happens if an employee sells a home valued at $50,000 for $20,000 to a family member?
A. 9. That is not a bona fide sale and the employee would not be entitled to either an in lieu of payment or a New York Dock payment for the difference below the fair value.

Q. 10. What is the most difficult part of New York Dock in the sale transaction?
A. 10. Determine the value of the home before the merger transaction. While this can be done through the use of professional appraisers, many people think their home is valued at a different amount.

Q.11. Must SPCSL engineers and SSW Jefferson City engineers be forced to an assignment to be eligible for relocation benefits?
A.11. No, since they must relocate (except those Jefferson City engineers electing the benefits of Side Letter No. 7) to Kansas City, they make application for other assignments.

Q.12. Are there any seniority moves that are eligible for an allowance?
A.12. Yes. A seniority move that permits another employee who would have otherwise been forced to move to remain at the same location will be eligible for an allowance. The move may not trigger other relocation allowances.

SIDE LETTER NO. 2

Q. 1. Will an engineer gain or lose vacation benefits as a result of the merger?
A. 1. SSW/SPCSL engineers will retain the number of weeks vacation earned for 1998 and 1999 that they would have earned under their previous vacation agreement. Beginning with the 2000 calendar year they will be treated as if they had always been a UP engineer and will earn identical vacation benefits as a UP engineer who had the same hire date and same work schedule.

Q. 2. When the agreement is implemented, which vacation agreement will apply?
A. 2. The vacation agreements used to schedule vacations for 1998 will be used for the remainder of 1998 and in 1999.

Q. 3. Will personal leave be applicable to SSW/SPCSL engineers in 1998?
A. 3. Personal leave days for SSW/SPCSL engineers will apply effective January 1, 1999. The number of personal leave days applicable to SSW/SPCSL engineers in 1998 will be prorated based upon actual implementation date.

Special Board of Arbitration

Issue: NYD-217 Interpretation
Case 1 - Seven Claims

Union Pacific Railroad Company

vs

Allied Service Division
Transportation Communications Union

Award Issued: February 24, 2000

Edward L. Suntrup
Arbitrator

CARRIER'S EXHIBIT 2-10
PAGE 1 OF 39

In the Matter of Arbitration

Allied Services' Division Transportation Communications Union	)	
vs	)	**Special Board of Arbitration** **NYD-217 Case 1 - Seven Claims**
Southern Pacific Transportation Company Union Pacific Railroad Company	)	

Before

Edward L. Suntrup, Arbitrator

Appearances

For the Company

Dean D. Matter	-	General Director, Labor Relations

For the Union

T. P. Stafford	-	President, Allied Services Division
Phillip T. Trittel	-	Assistant to the President

Background

The U.S. Surface Transportation Board (STB) approved the merger of rail carriers controlled by the Union Pacific Corporation (UP) and the Southern Pacific Rail Corporation (SP) in September of 1996 under Finance Docket No. 32760.[1] In so doing the STB imposed New York Dock Railway — Control — Brooklyn Eastern District (NYD) conditions adopted by the former Interstate Commerce Commission (ICC) in Finance

[1]These carriers include the Union Pacific Railroad Company, the Missouri Pacific Railroad Company, the Southern Pacific Transportation Company, the St. Louis Southwestern Railroad Company, SPLSL Corporation, and the Denver and Rio Grande Western Railroad Company.

Docket No. 28250, 360 ICC 60, 84-90 of 1979 on the merger.[2] In accordance with NYD the Carrier served notice on September 16, 1996 to the Allied Services Division of the Transportation Communications Union (ASD-TCU) of its intent to consolidate forces represented by this union throughout the newly merged SP-UP system. The parties thereafter entered into negotiations in accordance with Article 1, Section 4 of NYD which states the following, in pertinent part.

> **Article 1**
>
> **4. Each railroad contemplating a transaction which is subject to these conditions which may cause dismissal or displacement of any employees, or rearrangement of forces, shall give at least ninety (90) days' written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of the railroad and by sending registered mail notice to the representatives of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes to be affected by such transaction, including an estimate of the number of employees of each class affected by the intended changes. Prior to consummation the parties shall negotiate in the following manner.**
>
> **Within five (5) days from the date of receipt of notice, at the request of either the railroad or representatives of such interested employees, a place shall be selected to hold negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this appendix, and these negotiations shall commence immediately thereafter and continue for at least thirty (30) days. Each transaction which may result in a dismissal or displacement of employees or rearrangement of forces, shall provide for the selection of forces for all employees involved on a basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this Section 4. If at the end of the thirty (30) days there is a failure to agree, either party to the dispute may submit it**

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[2]Carrier Exhibit A. The acronym, NYD and the phrase, New York Dock Conditions are used interchangeably in this Award. When the parties' Implementing Agreement is referenced it is called NYD-217.

for adjustment in accordance with the following procedures.....

A Memorandum Agreement (NYD-217), affecting some 1,800 clerical employees represented by the union, was signed by the company and the union on December 18, 1996. This Agreement has appended to it Letters of Understanding, Attachments, as well as a list of Q&As mutually agreed upon by the parties . The set of Q&As, commonly appended to Implementing Agreements in this industry, was developed by the parties to assist them in understanding and applying the provisions of NYD-217.[3]

Provisions framed by the parties in NYD-217 permitted the Carrier to transfer work and positions between the SP and the UP upon giving appropriate notice to the employees involved. Employees thus affected were covered by provisions found in NYD and/or in the newly negotiated NYD-217 itself. In this respect, the latter states the following.

> **Article I**
>
> The labor Protective Conditions as set forth in the New York Dock Conditions which, by reference hereto, are incorporated herein and made a part of this Agreement shall be applicable to this transaction.
>
> Employees affected as a result of the transaction pursuant to this Agreement will be provided an election of available employee protective benefits as set forth in Article I, Section 2 of New York Dock Conditions.

Article I. Section 2 of NYD guarantees that rates of pay, rules, and other working conditions would remain preserved under "...applicable laws and/or existing collective

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[3]This full set of documents is found in TCU Exhibit A and Carrier Exhibit B.

bargaining agreements..." unless changed by future agreements or "...applicable statutes...".

NYD-217 then states, at Article I, the following.

Article I

Employees affected as a result of the transaction covered by this Agreement and who elect to accept work at another location will be provided with protective benefits as set forth in Article I, Sections 2 (see above), 9 and 12 of New York Dock Conditions, or the moving benefits outlined in Attachment "B".

Article I, Sections 9 and 12 of NYD operationalize benefits to be received by employees with respect to moving expenses and losses from home removal. Attachment "B" of NYD-217 states the following.

Attachment "B"

Section 1

(a) An employee who is required to change place of residence, as defined below, in the exercise of seniority as a result of a transaction under this Agreement who, on the date notice of transaction is issued, owns their home or is under a contract to purchase a home, shall be afforded one of the following options which must be exercised within fifteen (15) days from the date affected or assigned to a position at the new work location:

Option 1: Accept the moving expense and protection from loss in sale of home benefits provided by the terms of the New York Dock Conditions and Section 2 or, in lieu thereof, any property protection agreement or arrangement.

Option 2: Accept a lump sum transfer allowance of $20,000.00 in lieu of any and all other moving expense benefits and allowances provided under terms of the New York Dock Conditions and this Attachment "B".

NOTE: A "change of residence" as used in this Agreement shall only

be considered "required" if the reporting point of the affected employee would be more than thirty (30) normal route miles from the employee point of employment at the time affected.

(b) An employee referred to above who does not own a home or is not obligated under contract to purchase a home shall be afforded one of the following options which must be exercised within fifteen (15) days from date affected or assigned to a position at the new work location:

Option 1: Accept the moving expense benefits provided by the terms of the New York Dock Conditions and Section 2 or, in lieu thereof, a property protection agreement or arrangement.

Option 2: Accept a lump sum transfer allowance of $10,000.00 in lieu of any and all other moving expense benefits and allowances provided under terms of the New York Dock Conditions and this Attachment "B".

(c) If an employee holds an unexpired lease of a dwelling occupied as his/her home, the Carrier shall protect such employee for all loss and cost of securing the cancellation of said lease as provided in Sections 10 and 11 of Washington Job Protection Agreement in addition to the benefits provided in this Section.

Section 2

An employee electing the moving expense benefits under the New York Dock Conditions shall receive a transfer allowance of Two Thousand Five Hundred Dollars ($2,500.00). In addition, the provisions of Section 9, Moving Expenses, of the New York Dock Conditions which provides "not to exceed 3 working days" will be increased to "not to exceed 5 working days".

Section 3

An employee who voluntarily transfers under terms of this Agreement, and who is required to change place of residence and elects the lump sum transfer allowance in lieu of any and all other moving expense benefits and allowances, shall be accorded on assignment a special transfer allowance of $5,000.00 in consideration of travel and temporary living expenses while undergoing the relocation. However, such employee will not be permitted to voluntarily exercise seniority on a position which again will require a change of residence outside the new point of employment for a period of twelve (12) months from date of assignment, except in

cases of documented hardship and then only by written agreement between Labor Relations and the respective General Chairman/President.

Employees affected by a transaction are given options under Article III, Section 3 of NYD-217 as follows.

Article III, Section 3

The Carrier will determine the number of positions to be relocated or abolished at a given location as the result of the implementation of a transaction. Advertised positions to be established at the new location will be awarded in accordance with Letter of Understanding No. 5. Employees on the affected roster/zone will be given the simultaneous options of:

A. Receiving severance under the separation program (Attachment A)
B. Exercising seniority.
C. Relocating to accept a clerical position at a new location.
D. Entering voluntary furlough status (benefits suspended).

Employees will be asked to rank each option in order of preference. The option of each employee will be honored in seniority order until all the relocated positions have been filled or there are no surplus of employees on the roster/zone available to fill the relocated positions...

There are seven Claimants in this case. There is no dispute that all were affected by a transaction as defined by NYD,[4] result of the UP-SP merger. All of the Claimants exercised seniority to Hearne, Texas under option B. of Article III, Section 3 of NYD-217 when the Carrier initiated a "...rearrangement of forces..." under Article I, Section 4 of NYD. The Claimants had all been headquartered outside a 30-mile radius from Hearne and, according to the union, were eligible for benefits under Article III, Section 5 of NYD-217. These latter provisions state the following.

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[4]See (1.) Definitions (a.) "Transaction".

Article III, Section 5

An employee required to change place of residence as a result of election to follow a position will be entitled to the moving benefits set forth in Attachment "B".

A "change of residence" as used in this Agreement shall only be considered "required" if the reporting point of the affected employee would be more than thirty (30) normal route miles from the employee point of employment at the time affected.

If an employee receives a monetary relocation allowance and does not report to his/her newly assigned work point on the assigned date, he/she shall forfeit his/her accumulated seniority and be treated as though he/she had submitted a voluntary resignation, except in cases of illness or other physical disability or unless prior arrangements have been made in writing with the new supervisor.

When the seven employees opted to exercise seniority to Hearne, Texas they did so from one of three locations: Houston, Beaumont or Dayton, Texas. All three locations are more than thirty miles from Hearne.[5]

The seven employees applied for benefits under NYD-217, Attachment "B". After the Carrier conducted an audit NYD-217 benefits were denied totally for five of the Claimants for the move to Hearne. These five Claimants have never received any compensation under any form from the Carrier. In the other two cases, the Claimants were paid $25,000 for the Hearne, Texas move. But since they were both bumped shortly after they accepted the Hearne assignment, took dismissal allowance, and then were called to work to St. Louis, the Carrier advised both to use the payment already received

[5]Houston, Dayton and Beaumont, Texas which are the locations where the Claimants were working when they exercised seniority to Hearne, are 120, 150 and 205 miles, respective, from Hearne. The Claimants either lived in these cities or in the urban confines of these cities. See Map (TCU Exhibit B).

for the Texas to St. Louis, Missouri move since the Carrier contended that these two Claimants had never established residence at Hearne, Texas in the first place. The genesis of the instant case centers on the Carrier's refusal to pay moving allowances to all seven of the Claimants after they had all exercised seniority, and actually went, to Hearne, Texas.

The record shows that the Carrier had allowed moving allowances for some employees relocating to Hearne, Texas. The Carrier's denial of benefits in the seven cases is based on its contention that the Claimants failed to demonstrate that they had ever changed their places of residence after exercising seniority to Hearne. According to the Carrier, NYD-217, Attachment "B" benefits should only be given to employees who "...actually relocate and change their place of residence...".

It is the union's contention, in the claims it filed on behalf of each of the employees here at bar, that benefits should have been granted to them under NYD- 217, Attachment "B" after they exercised seniority to Hearne.

After the union filed the claims, and absent settlement on property, the parties brought the claims to arbitration. The parties agreed to combine the claims filed for all seven of the employees under this one case. The issue for arbitration, therefore, is the following.

Issue

Did the Company violate the terms of the NYD-217 Implementing Agreement when it refused to compensate Claimants D. Colbert. A. Galentine, C. Hemphill,

T. Krolczyk, R. Lee, N. Norfleet, and E. Perrine their Lump Sum moving benefits outlined in Attachment "B" of the Agreement?

If the answer to the above question is in the affirmative, shall the Carrier now be required to pay the Claimants listed above their Lump Sum Moving Benefits as so claimed?

According to the union, relief to be paid in each of the individual cases, if the answer to the question at issue is answered in the affirmative, is the following.[6]

Name of Claimant	Relief Requested
Donald K. Colbert	$ 15,000
A. W. Galentine	$ 15,000
Carolyn E. Hemphill	$ 25,000
Tony J. Krolczyk	$ 25,000
Richard Lee, Jr.	$ 15,000
Neil A. Norfleet	$ 15,000
E. K. Perrine	$ 15,000

Additionally, the union requests that the Carrier pay "...any cost (incurred by the Claimants) related to an unexpired lease of a dwelling...", as provided in Sections 10 and 11 of the Washington Job Protection Agreement as stated in Section 1 (c) of Attachment "B" of NYD-217.

Discussion

This is not a class action case. After review of the record before him the arbitrator concludes, as does the company in its Brief, that the request for NYD-217, Attachment "B" benefits by each of the Claimants must be considered separately, on its merits, and

[6] TCU Submission @ p. 33.

that "...eligibility for benefits turns upon the facts in each individual case...".[7] This conclusion is not disputed by the union. The union discusses each of the Claimant's claims separately in its Brief[8] and by means of supporting Exhibits.

This is a contract interpretation case. The arbitrator will discuss first of all, therefore, the parties' respective arguments with respect to the contract interpretation and construction issues related to NYD-217. The arbitrator will then discuss each of the employee's claims separately, ruling on the parties' arguments as they relate to the facts of each claim accordingly.

Arguments

The union's arguments in this case will be reviewed first. It is the position of the union that the Carrier violated the provisions of NYD-219 and the agreed-to answers to certain questions attached to that Agreement when the Carrier did not grant all of the Claimants Attachment "B" benefits after each of them exercised seniority to Hearne, Texas. The Q&As pertinent to this case, according to the union, are the following.

> Q. An employee does not accept a position to follow work to a new location and decides to exercise a displacement, however, the only position left requires a change of residence. Is the employee entitled to the same benefits outlined in the UP-SP Implementing Agreement No. NYD-217 as if he/she had followed the work to a new location, i.e. benefits of Attachment "B"?
>
> A. Yes.

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[7]Carrier's Submission @ p. 11.

[8]TCU Submission @ pp. 4 through 25.

Q. If an employee exercises seniority onto a position on his/her seniority district and receives moving allowance under the Agreement and is later displaced and is required to move again, will that employee receive moving benefits again under the UP-SP Implementing Agreement No. NYD-217?

A. Yes, if the required move is the result of a transaction under NYD-217.

The union argues that all of the employees involved here had to change their places of residence. But for how long? According to the union, that is not a determinative factor in the interpretation of NYD-217 benefits. The union notes that according to the company, the employees should not receive moving expenses because their move to Hearne, Texas did not require a "...change(..) in their place of residence on a permanent basis...".[9] The union argues that this interpretation of NYD-217 is not correct.

The union further argues that the parties were aware of the problem of multiple changes of residence by employees which could result from the rearrangement of forces after the UP-SP merger. The union already had experience with such circumstances off the earlier SP/DRGW merger. This is why the parties addressed this issue in the Q&As cited in the foregoing, according to the union. The union argues that the company is now trying to back off from its obligations under NYD-217 by arguing that things like short tenure (in a position), short leases, no registered phone in the name of the transferring employee, and so on are reasons for denying moving benefits.

According to the union, it was not the fault of the Claimants to this case if they got

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[9]TCU Submission @ p. 29.

bumped a short time after they exercised seniority to Hearne, Texas from the location of their prior assignments. In this respect, the union states the following:

> "These Claimants did everything they could to try to establish a permanent residence (in Hearne, Texas) only to get bumped before they completed attaining utilities, phones, etc. Some took the only available apartments because of time constraints for reporting to their positions. Others had the intention of maybe finding another apartment or residence in a better location closer to Hearne, Texas. Most of these Claimants did not receive the $5,000 special transfer allowance to which they were entitled while undergoing relocation. They were required to incur expenses without an assurance that the Carrier would abide by the Agreement...The Carrier failed to abide by their part of the Agreement...".[10]

The union then discusses specific circumstances. First, there is the issue of sequential moves. Three of the Claimants to this case (Colbert, Galentine, and Norfleet were involved in two moves.[11] According to the union, if both moves involve a transaction these employees should have been paid twice ... "...(h)owever costly...". this might be to the Carrier. According to the union, the Carrier "...cannot deprive these Claimants of negotiated benefits regardless of the number of times an employee is required to move...". Secondly, the union states that the Carrier has been inconsistent in its payment of moving expenses. Three other employees had, in fact, according to the union, received lump sum moving expenses even though they had not met the Carrier's tenure criteria. In all three instances, these employees had, however, taken separation pay

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[10]TCU Submission @ p. 30.

[11]There is no dispute that Colbert, Galentine & Norfleet were properly recalled to work to St. Louis, Missouri, from their original points of work, somewhat shortly after they were quickly bumped after going to Hearne, Texas. Claimant Lee is a special case. He is disputing his recall to St. Louis, after being bumped at Hearne, in a separate claim. Lee has never moved to St. Louis. (See Carrier's Exhibit R @ pp. 10-12 attached to this case.)

as a second option. Thirdly, the union argues that information required of an employee affected by a transaction in order to receive lump sum moving expenses under NYD-217 was two pieces of evidence: one which proved home ownership, and the second which was a signature on an Election of Benefits' form certifying that he or she was eligible for the benefits. The process was simplified, according to the union, because the Carrier "...did not want to hassle about moving issues...(which was) the purpose of Lump Sums outlined in the Implementing Agreement...".[12] But in the case of the Claimants to this case, according to the union, the company always appeared to want more information beyond the two pieces of evidence cited above. According to the union, the company even generated a new form called the "Request for Information Pertaining to Application for Relocation Benefits" which the union took exception to.

In conclusion the union argues that:

> "These employees have attempted to the best of their ability under the circumstances involved in these cases to establish residences in the Hearne, Texas area. The documentation furnished by each Claimant clearly proves that each was legitimately attempting to relocate and establish a residence in the Hearne, Texas area. They were bumped through no fault of their own and had no control over the duration of their stay on the positions they occupied at Hearne, Texas. The Carrier must not be allowed to deny the...Claimants these negotiated moving expense benefits."[13]

According to the Carrier, on the other hand, each of the Claimants to this case chose option B. of Article III, Section 3 of NYD-217 as their first choice. This option B

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[12]TCU Submission @ p. 31.

[13]TCU Submission @ p. 33.

only means "...fully exercising (or exhausting) SP seniority...". It does not necessarily mean a relocation although exercising option B. could result in a change of residence. It does not have to. But it could. Further, the exercise of option B. does not mean relinquishing seniority on an old roster and taking "...a new clerical position with 'dovetailed' seniority on a completely new seniority roster...".[14]

According to the Carrier, it is option C. of Article III, Section 3 which deals with relocating to accept a new clerical position on a dovetailed seniority roster at a new location.

After making this distinction the Carrier then argues that the same standards should apply to a change of residence as apply to a relocation albeit employees choosing option B. of Article III, Section 3 in this case are not, in fact, relocating. But they could be changing their place of residence.

The issue then, according to the Carrier, is whether the seven employees here ever did change their place of residence after exercising option B. To answer this question, according to the Carrier, it is necessary to establish criteria which can be used to determine whether "...an employee has changed his/her place of residence...". Then it remains to simply apply these criteria to the cases of each of the Claimants.

The Carrier states that the parties should be able to stipulate the following in this case.

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[14]Carrier's Submission @ p. 5.

(1) Each of the seven Claimants exercised seniority and displaced to clerical positions which were in excess of 30 miles from their previous headquarters point.

(2) Each of the Claimants exercised SP seniority to SP clerical jobs (at Hearne) and did not relinquish SP seniority in order to move to the UP.

(3) Each of the Claimants contend that they changed their place of residence.

If the Claimants' contention # (3) is correct, according to the Carrier, then they are eligible for moving expenses and related benefits in accordance with Section 1(a) of NYD-217.

But, according to the Carrier, the question then becomes the following: what does a change of residence mean?

To answer this question the Carrier references arbitral precedent in this industry as follows.

Award 220 of a Special Agreement Board off the former CN&W concluded, in 1992, that change of residence can be determined by whether such change was "temporary" or "permanent", and by looking at the "...intention of the transferred employee...".[15] That Award concluded, in citing also earlier Award 210 of that same Board, that if there is sufficient evidence that the change in residence was temporary, then moving benefits should not be paid.

Award 18 of PLB 3399 off the SP also addresses the question of change of residence. It concludes, after citing the "...reputable authority..." of earlier Awards 219 of

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[15]Carrier's Submission @ p. 8 citing Carrier's Exhibit H @ p. 5.

PLB 1186, and 6 of PLB 3096, that "...temporary commuting arrangements.." do not qualify as a change of residence. According to Award 18 of PLB 3389, "...renting a motel room for a few weeks..." would not "...support a claim for a transfer allowance..." under the Agreement at bar in that case.[16]

Along these same lines, Award 17 of PLB 4561, which was issued in 1992 and which was also off the UP, concluded that several rental checks are insufficient proof of a..." change of residence...". In Award 16 of that same Board the referee concluded that proof of purchase of a residence (assuming it was a bona fide transaction) is sufficient to show a change of residence and is sufficient for the Claimant, in this latter case, to have been eligible for relocation benefits.[17]

Award 7 of PLB 3096 held, in denying relocation benefits in that case, that "...a person establishes a residence when she or he takes all the overt measures that express an intent to establish a permanent home..." and that renting an apartment and commuting to one's home in another location is not sufficient proof that a residence has been established in the new location.

Award 1 of PLB 4792, also off the ICG as was Award 7 of PLB 3096 cited in the immediate foregoing, concluded that if an employee physically moves to a new location, but "...with intent to maintain their principal place of residence at the original home...", such employee cannot be said to have changed their place of residence. This same Board

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[16]Carrier's Submission @ p. 9 citing Carrier's Exhibit I @ p. 3.

[17]Carrier's Submission @ p. 9-10 citing Carrier's Exhibits J & K.

also denied relocation benefits in Award 2 because the employee could not show that he ever intended to change his place of residence.[18]

In conclusion, after citing these Awards, the Carrier argues as follows.

> "NYD-217 requires an employee to change their place of residence in order to be eligible for the moving benefits found therein. Merely 'pretending' to change one's place of residence does not grant the relocation benefits provided by the Agreement. If it had been the intent of the parties to allow moving benefits for these employees who temporarily change their place of residence, there would have been no need to give homeowners a higher level of benefits than those benefits granted to renters. Homeowners certainly would not have incurred greater expenses in moving to a location for several months than renters...It is the Carrier's position that each of the seven (7) Claimants in this case failed to demonstrate that they changed their place of residence...(after they exercised seniority to Hearne, Texas from their prior work points)".[19]

Discussion & Rulings

A review of the record in this case shows that six of the Claimants, after exercising seniority to Hearne, were bumped quite quickly after arriving there and then went on dismissed status. Four of them were subsequently recalled to work at St. Louis, Missouri on October 5, 1998. One of the four who was recalled to St. Louis is disputing this but that is a separate issue which has no bearing of this particular employee's request for moving benefits to Hearne, Texas from Houston in this case. Two of the seven employees remained on dismissed status as of the hearing date of this case. The seventh employee moved to Hearne in August of 1998, was quickly bumped, and then opted for separation

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[18]Carrier's Submission @ pp. 10-11 citing Carrier's Exhibits L, M & N.

[19]Carrier's Submission @ p. 11-12.

pay under NYD-217. Two of the seven did receive lump sum moving benefits after exercising seniority to Hearne, Texas and then were instructed by the Carrier to use these benefits for a Texas to St. Louis move when they were recalled to the latter point after a very brief tenure at Hearne. The other five employees received no financial benefits, to date, for their exercise of seniority to Hearne.

There are a number of different ways in which the claims of these seven employees could be grouped, for analysis purposes, in this case. But after complete review of this issue the arbitrator concludes that grouping the cases one way or another would not be particularly advantageous nor helpful in framing rulings on the merits of the claims themselves. The facts associated with each of the claims are somewhat idiosyncratic although all of the claims do have a common feature. That common feature is that in all of the cases the employees' tenure at Hearne, Texas, after they exercised seniority to that point, was very brief.

The arbitrator will rule first of all on the claims of the three employees whose cases center uniquely on the Hearne move and who thereafter, after they were bumped, either took a separation allowance or remain on dismissed status. The arbitrator will then rule on the four additional claims by the employees who were called to St. Louis after being bumped at Hearne. Proceeding in this manner is but an analytical convention. Ruling on each claim will hinge on the merits of each case.

(1) Rulings on the First Three Employees Who Took a Separation Allowance and/or Are on Dismissed Status.

(a) The Claim of Carolyn E. Hemphill

Claimant Hemphill was displaced on August 22, 1998 from her assignment at the Intermodal Ramp in Houston, Texas. She exercised seniority to Hearne, Texas and trained on a position there on August 22-25, 1998. She laid off sick on August 26, 1998. Claimant Hemphill was displaced at Hearne on August 26, 1998. She effectively worked at Hearne for the four days she was in training, and took off sick one additional day. She then elected to take separation pay of $75,000 in accordance with Attachment "A" of NYD-217.[20] This Claimant made application for Attachment "B" lump sum moving benefit of $25,000.

According to information of record the Claimant signed a six month agreement to rent a residence in Hearne. The rental contract ran from August 20, 1998 through February 19, 1999 with rent to be paid to a certain person living in Spring, Texas. The contract states that a full month's rent of $300.00 was "...due and payable no later than 9-5-98...". The Claimant also gave the Carrier a short, hand written document wherein she states that she used her personal truck to move her bedroom suite, portable TV, clock radio, microwave and personal effects to Hearne from her home after she exercised seniority to Hearne. Utilities were never put in the name of the Claimant albeit the lease

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[20]Attachment "A" of NYD-217 is not cited here because is it not directly germane to the issues in this case. Claimant Hemphill received $75,000 because she had over 20, but less than 25, years of seniority.

she allegedly signed states that the utilities were to be paid by the renter.

A review of the record in this case shows the following. The address of the alleged landlady who owned the leased property was, in fact, the address of a relative of the Claimant to this case. Further, since the rent was not due until September 5, 1998 there is no evidence that any money was ever exchanged or that an rent was ever paid by the Claimant. The arbitrator is confronted, in this case, with the anomaly of an employee claiming to have established an address at a point which is thirty miles or further from her home location: but there is no evidence that any rent had even been paid and/or was even due during the Claimant's brief tenure at Hearne. Further, the address where the rent was ultimately supposed to be paid was an incorrect address. The arbitrator also observes that the lease agreement was signed by the owner of the property. This was a certain "Estella Dubose". But no such person exists. The utilities at the property allegedly rented by the Claimant were in the name of a certain "Estella Duboise".[21] Is the arbitrator to believe that the owner of the property did not know how to spell her name when she filled out and signed the lease agreement? A more credible interpretation of the alleged rental agreement is that whoever filled it out did not know how to spell the name of the owner and forged her name. The Claimant states that she moved some furniture to Hearne from her home in Houston. She may have. But there is no clear indication where she ended up putting that furniture. Unless she had the extraordinary situation, which the arbitrator

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[21]See and compare TCU Exhibit Z and Carrier's Exhibit Q @ p. 4.

finds less than credible, of a landlady allowing her to move furniture into a residence long before any rent was paid. The Organization argues, in this case, that it was not necessary for the Claimant to have established a permanent residence in Hearne in order to have been eligible for Attachment "B" benefits. On basis of the evidence of record it is far from clear that the Claimant established any residence during the four days in August of 1998 that she worked at Hearne, much less a permanent one. Precedent established by Award 220 of the Special Board off the CN&W, and Award 219 of PLB 1186, Award 6 of PLB 3096 and Award 18 of PLB 3399 applies here.

Ruling

Upon the basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits by Claimant Hemphill under Attachment "B" of NYD-217 to Hearne, Texas in August of 1998 should be denied.

(b) The Claim of Tony J. Krolczyk

Claimant Krolczyk was displaced on December 17, 1998 at Houston, Texas. He exercised seniority to Hearne, Texas, effective December 22, 1998. Claimant Krolczyk trained for five days while at Hearne, was paid for four holidays (Christmas eve and Christmas and New Year's eve and New Year's day) and took two additional personal leave days while there. He was displaced at Hearne on January 2, 1999. Thereafter he became a dismissed employee under NYD and remained in that status as of the hearing on his claim in this case. On December 22, 1998 employee Krolczyk requested homeowners lump sum of $25,000 in relocation benefits.

There is a document in the record of this case showing that the Claimant signed an

apartment lease on December 27, 1998 for an apartment at 7 Patinka, Hearne, Texas. It was a month to month lease for $425.00 per month, with a three month minimum, with a security deposit of $425.00. There is in the record a letter under the letterhead of White & Associates, Real Estate/Insurance which states that the Claimant forfeited the security deposit because he had not given a thirty day written notice prior to surrendering the property. This letter is dated August 19, 1999. It is signed by a certain Bradley E. Ely whom the Claimant states "...works for White & Associates...". The check is made out to Bradley E. Ely.

There is an anomaly in the record with respect to the Claimant's Houston address.[22] It is not clear, from the record, whether his address there is 171 Dogwood Trail, New Caney, Texas or whether it is 10154 Scotsbrook, Houston, Texas. Employee Krolczyk claims it is the latter, but there is much evidence that it is really the former. This evidence includes a cashed check with the former address on it for the rental deposit in Hearne, as well as consolidated tax statement which appears to be from the tax assessors office.[23]

But irrespective of where the Claimant lived while in Houston prior to exercising seniority to Hearne, the evidence on Hearne shows that the Claimant only had to be physically present in Hearn for five days of training. Although he did sign a lease on

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[22]Proof of ownership when requesting a "homeowner's" benefit has never been established with certainty in this case. The deed provided is obscure, at best, and the tax bill has been altered.

[23]See Carrier's Exhibit T (complete) as well as TCU Exhibits FF through LL. On one statement the Claimant simply scratches off the address on the assessor's statement and replaces it with another.

December 27, 1998 there is no evidence that other measures were taken to establish residence in Hearne for what must have been the three additional days, after that point, that the Claimant trained at Hearne after signing the lease.[24] There is no evidence that utilities were ever hooked up nor paid. There is no evidence that phone service was established. Claim that a cell phone was used is not supported by any evidence of a phone bill for such having been paid. There is insufficient proof here that the Claimant ever established any residence in Hearne, Texas after he exercised seniority to that point and the Board will rule accordingly. Precedent established in Award 220 of the Special Board off the CN&W, Award 219 of PLB 1186, Award 6 of PLB 3096 and Award 18 of PLB 3399 apply here.

Ruling

Upon the basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits by Claimant Krolczyk under Attachment "B" of NYD-217 to Hearne, Texas in December of 1998 and January of 1999 should be denied.

(c) **The Claim of E. K. Perrine**

Claimant Perrine was displaced on her position at Beaumont, Texas on May 21, 1999. She exercised seniority to Hearne, Texas effective May 26, 1999. On June 2, 1999 Claimant Perrine was displaced at Hearne. She could no longer hold a position on her seniority district, therefore, she became a dismissed employee and was drawing a

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[24]A review of the December, 1998 calendar shows that the only training days the Claimant could have worked while starting on December 22, 1998 were the 22nd and 23rd and then three days during the week of December 27, 1998. In either case the Claimant would not have been required to have been in Hearne, starting the week of December 27, 1998, more than three days.

dismissal allowance when her claim was heard by the arbitrator. Claimant Perrine claimed renter's benefits of $15,000 for her move to Hearne, Texas from Beaumont and a transfer allowance of $5,000.

A review of the record shows that Claimant Perrine signed a rental agreement on May 22, 1999 in College Station, Texas. This latter town was some distance from Hearne because, this Claimant states, it was difficult to find housing in Hearne. She also submitted a $45.00 bill for a rental trailer, a receipt from the College Station utility company which was sent to her at a Houston, Texas address and a cell phone bill which was sent to the College Station address.

The Claimant was assigned to Hearne, after she exercised seniority there, for seven calendar days. Although the Claimant did sign a lease for an apartment in nearby College Station there is no evidence that she actually established residence in or near Hearne, Texas in accordance with the reasonable intent of Attachment "B" of NYD-217. The Claimant certainly appears to have been making preparations to change residence, but there is no evidence that she actually did so. The fact that one month of a cell phone bill was sent to the apartment address in College Station could have a number of explanations, none of which warrant conclusion that the Claimant had established a residence at there. The rule of reasonableness, applied to this case, warrants conclusion that the Claimant's work tenure at Hearne was of such brief duration that the Claimant did not have any reasonable opportunity to change residence to or near that location. Precedent established by Award 220 of the Special Board off the CN&W, Award 219 of

documentation to the Carrier which showed his owner's address at 3970 Chaison Street, Beaumont, Texas.[25] Owner's address is listed under the name of Donald K. Colbert Sr. and his wife, Linda Colbert. The apartment lease contract which the Claimant signed on 7-16-98 at Hearne, Texas after exercising seniority to that point states that he will be the only occupant of the apartment.

When the Claimant vacated the apartment in Hearne after having put a $100.00 deposit down on it the forwarding address is his home residence in Beaumont, Texas.[26]

On October 19, 1998 the Claimant wrote to his union representative that he wanted to file a "...claim for moving expenses for move from Hearne, Texas to St. Louis, Mo. (because he)...was renting in Bryan, Texas near Hearne, Texas from July 17, 1998 until October 31, 1998...".[27] Such statement is not consistent with either the Vacate Report from the apartment owner which was sent to the Claimant only two days after he was bumped at Hearne, after having spent only five days working at this location, or with other statements which the Claimant himself put in writing when corresponding either with his union representative or with the Carrier.[28] The Claimant did not rent an

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[25]All documentary information on this Claimant is found in Carrier's Exhibit O (all pages) & TCU Exhibit C through L.

[26]Reletting fee was $243.00 minus the $100.00 deposit or $143.00. See and compare information cited here on home in Beaumont, apartment in Hearne, and then the return to Beaumont: TCU Exhibit @ p.3 & Carrier's Exhibit O @ pp. 9-10 & 16-18 inter alia.

[27]Carrier's Exhibit F @ p.2.

[28]In the Claimant's October 19, 1998 letter to the Carrier and to the union he talks about the apartment lease in Bryan, Texas (Hearne) "...from July 17, 1998 which was to end October 31, 1998...". (TCU Exhibit F @ p.1). On that same date the Claimant also wrote to the Carrier (to a different officer) and

apartment at Hearne until October 31, 1998. In view of documentation furnished in the record such statement is false.

Upon the full record before him the arbitrator is not able to reasonably conclude that the Claimant established a permanent address at Hearne after he exercised seniority there in July of 1998. As such this Claimant is not eligible for Attachment "B" benefits for the brief time he spent in Hearne. The union argues that the Claimant had "...every intention of establishing a residence at or near Hearne, Texas...". Such intention is not questioned here by the arbitrator. But the facts of record show that the Claimant never did actually establish a residence there. Precedent established by Award 220 of the Special Board off the CN&W, Award 219 of PLB 1186, Award 6 of PLB 3096 and Award 18 of PLB 3399 applies here.

Ruling

Upon basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits by Claimant Colbert under Attachment "B" of NYD-217, for a move from Beaumont to Hearne, Texas, should be denied and thus, the further application for moving benefits of $15,000 from Hearne, Texas to St. Louis, Missouri should also be denied. The payment of $25,000 to the Claimant for his move from Beaumont, Texas to St. Louis, Missouri, under Attachment "B" of NYD-217, is the applicable benefit accruing to the Claimant under NYD-217.

(b) The Claim of Neil A. Norfleet

Claimant Norfleet was displaced from his position in Strang, Texas on June 24,

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to the union wherein the lease cited became an apartment which "...I was renting in Bryan, Texas from July 17th until October 31, 1998...: (Carrier's Exhibit O @ p.28). In fact, the Claimant never rented this apartment until October 31, 1998. The lease at Bryan, Texas terminated on July 21, 1998 which was two days after the Claimant was bumped at Hearne. The Bryan apartment Vacate Report clearly states this. This Report was sent to the Claimant to his home address in Beaumont, Texas (Carrier's Exhibit O @ p. 16).

1998 and he exercised seniority to Hearne, Texas effective June 27, 1998. Employee Norfleet trained at Hearne on the following dates after exercising seniority to that point: June 27-July 1, 1998; July 5-8, 1998 and July 11-12, 1998 for a total of eleven working days. He elected for lump sum moving benefits as a home owner after exercising seniority to Hearne and was paid $25,000 by the Carrier. Thereafter Claimant Norfleet was displaced at Hearne and he became a dismissed employee.[29] After that the Claimant was paid his dismissal allowance under NYD until October 5, 1998 when he was recalled to St. Louis, Missouri. When Claimant Norfleet made his move to St. Louis in October of 1998 the Carrier advised him to use the payment of $25,000 for the move from Strang to St. Louis. An additional claim for $15,000 was filed by Claimant Norfleet for the move from Hearne, Texas to St. Louis, Missouri which was denied by the Carrier.

At issue is whether employee Norfleet ever established a residence in Hearne, Texas during the eleven days he worked at this location.

In correspondence to his union representative on October 20, 1998 Claimant Norfleet states that after he was "...bumped on July 13, 1998 (he) remained in Bryan

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[29]The record contains some inconsistency with respect to exactly when this Claimant was bumped at Hearne. He himself states that he was bumped on July 13, 1998 and TCU Submission to this case states that he was bumped on July 18, 1998. See and compare TCU Exhibit XX @ p.2 with TCU Submission @ p. 20. If the Claimant was bumped on the latter date there is no information on why he did not continue work on what would have been his regularly assigned work week after July 12, 1998 which is the last listed day he worked at Hearne, Texas. Further, his documented utility bills at his Hearne area apartment state that he paid utilities only until July 14, 1998. See TCU Exhibit XX @ pp. 7-8. In either case the record does state that the Claimant only worked a total of eleven days at Hearne and there appears to be no dispute over this.

(Texas) until (his) lease (there) ran out...".[30] He states that he then moved back to his home at Crosby, Texas. As will be shown below, there is no evidence that the Claimant remained in Bryan, Texas until July 31, 1998. He stopped paying utilities there almost immediately after he was bumped. How could he be living in the apartment and not be paying the utilities?

The record shows that the Claimant signed a lease agreement for an apartment at Villa West Apartments, 3406 Finfeather Road, Apartment 1405, Bryan, Texas (near Hearne) which was to commence on June 27, 1998 at an "...initial term..." which was to extend until July 31, 1998. At that point this Claimant also signed up for payment of utilities at that location. There is no information of record that employee Norfleet had a telephone installed in the apartment. He states that he had a pager and that the Carrier had access to him during his tenure at Hearne.[31] Utility bills actually paid by the Claimant while at the Villa West Apartments show that he paid them for the dates of June 26, 1998 through July 14, 1998 inclusive and that the bills were sent not to his Villa West

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[30]Full record of documents on this case are found in TCU Exhibits WW through EEE and Carrier's Exhibit S.

[31]By the time this Claimant gets to St. Louis, Missouri after being recalled there in October of 1998 he apparently no longer had a pager. In correspondence to the Carrier from St. Louis about his claim for alleged move from the Hearne area to St. Louis the Claimant states: "I hate to differ with you. I have been living in St. Louis for 8 months and I don't have a beeper or a car phone because there is no need for have one at this time". See TCU Exhibit DDD. But the Claimant does not deny in this correspondence that he does not have a home phone in St. Louis, which was the issue in Hearne. He states, in effect, that a beeper was good enough in Hearne but he no longer has one in St. Louis. There is considerable information of record in this case to the effect that the Claimant moved into the DeBaliviere Place Apartments in St. Louis, Missouri on October 3, 1998. His St. Louis move is not at issue in this case. The issue under scrutiny is whether the Claimant ever established residence in (the) Hearne, Texas (area) after he exercised seniority there, effective June 27, 1998.

Apartment address, but to his home address in Crosby, Texas. Reasonable conclusion here is that the Claimant returned to Crosby, Texas on either July 13 or 14, 1998 immediately after he was bumped at Hearne. The Claimant may have moved some furniture to the Villa West Apartments in Bryan, Texas and that is not in dispute here. The rental agreement for the Villa West Apartments states that the apartment rented was unfurnished. He explains in a letter to his union representative, which not in dispute here, that with the assistance of his brother he moved some furniture and household goods to the unfurnished apartment in Bryan with a cargo van he had and a Mercury villager.[32] Those type of vehicles would have permitted the Claimant to have moved necessities to his rental apartment in Bryan. Such is not at issue here. What is at issue is whether he stayed there long enough and took other measures which were sufficient to establish residence. The full record before the arbitrator in this case warrants conclusion, under the rule of reasonableness, that the Claimant to this case had not established residence at Bryan. He remained there only a little more than two weeks. He did not even take the basic measure of establishing phone service which, the record suggests, he did do later when he was recalled to St. Louis, Missouri. Nor is there any other receipt about any service which the Claimant signed up, or purchase he made, while at Bryan, Texas to substantiate his contention that he remained there until his "...lease was out...".[33] There is

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[32]See TCU Exhibit XX @ p. 2.

[33]See Blockbuster Video receipt, Office Depot receipt and Aerofit Center Health and Fitness Trial Membership receipt (TCU Exhibit XX & pp. 6 & 10) all of which are dated no later than July 9, 1998.

not a scintilla of evidence in the record before the arbitrator to warrant conclusion that the Claimant did as he said with respect to the lease. The fact is that the evidence shows that the Claimant stayed in Bryan, Texas approximately 19-20 calendar days, assuming he stayed there the whole time.

On basis of the evidence of record the arbitrator is not able to conclude that the Claimant established a residence during the eleven days he worked at Hearne, Texas in late June and early July of 1998. Precedent established by Award 220 of the Special Board off the CN&W, Award 219 of PLB 1186, Award 6 of PLB 3096 and Award 18 of PLB 3399 applies here.

Ruling

Upon basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits by Claimant Norfleet under Attachment "B" of NYD-217, for a move from Strang, Texas to Hearne, Texas should be denied and thus, the further application for moving benefits of $15,000 from Hearne, Texas to St. Louis, Missouri should also be denied. The payment of $25,000 moving expenses to the Claimant for his move from Strange, Texas to St. Louis, under Attachment "B" of NYD-217, is the applicable benefit accruing to the Claimant under NYD-217.

(c) The Claim of A. W. Galentine

Claimant Galentine was displaced on August 30, 1998 from his position in Houston, Texas. He exercised seniority to Hearne, Texas on that same day. He elected lump sum relocation benefits of $15,000 under Attachment "B" of NYD-217. On September 12, 1998 he was bumped at Hearne and became a dismissed employee. He was paid a dismissal allowance under NYD until October 5, 1998 at which time he was

recalled to work at St. Louis, Missouri.

At issue here is whether this Claimant should have been paid lump sum moving benefits for claimed establishment of a residence at Hearne.

The Claimant worked at Hearne, after exercising seniority to that point, for six days and took one personal leave day. He was in training at Hearne on the following dates: August 31 and September 1, 5-6 and 8-9, 1998. He took a personal leave day on September 2, 1998.

There is a residential lease agreement in the record which was signed by the Claimant which began on August 31, 1998 for a property at 124 Debbie Lane, Iola, Texas. Iola is located about 40 miles from Hearne. The owner of the property is listed as a certain Margarita Gonzales, 14537 Sellers, Houston, Texas. A search for this person by the Carrier during an audit failed to turn up a Margarita Gonzales at this address but it did discover a certain Robert Perez who lived at that address.[34] Information provided to the Carrier does state that a certain Margaret Perez leased the home at 124 Debbie Lane, Iola, Texas on behalf of her elderly mother, Margarita Gonzales, to the Claimant to help pay her mother's expenses. This information provided by Mrs. Perez states that she handles all of her mother's affairs. This person states that the utility bills were paid for the Claimant with the rent. This is contrary to the information contained on the lease agreement which states that the utilities would not be paid by the landlord. Research by

[34]Full record on this case is found in TCU Exhibits M through Y and Carrier's Exhibit P.

the Carrier with Entengy at Iola, Texas which is the energy company there fails to show any utilities listed in the Claimant's name or that there were any utility deposits/payments for the 124 Debbie Lane property for the time the Claimant states he was there. The Claimant had no telephone installed at 124 Debbie Lane although there is a GTE cell phone bill dated September 16, 1998 which is part of the record in this case. This phone bill is listed in the names of the Claimant and Patricia Galentine. That bill is addressed to 6526 Hanley Lane, Houston, Texas. No moving receipts for the move of furniture to the Iola, Texas address are to be found in the record. The Claimant states that he moved his effects himself.

After a review of the full record in this case the arbitrator concludes that the Claimant had not established residence at Iola, Texas (Hearne) after he exercised seniority to that point on August 30, 1998. He was required to stay at Hearne a sum total of 14-5 calendar days and actually trained at Hearne for only six days. The arbitrator cannot conclude, on basis of evidence, that the Claimant established a residence at or near Hearne during this brief period. No home phone service was established, and the information on utilities suggest that no utility bills were paid. The phone bill for the Claimant's cell phone use for late August and early September was sent to his home address in Houston, Texas. Precedent established by Award 220 of the Special Board off the CN&W, Award 219 of PLB 1186, Award 6 of PLB 3096 and Award 18 of PLB 3399 applies here.

Ruling

Upon the basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits and transfer allowance by Claimant Galentine under Attachment "B" of NYD-217 for his claimed establishment of a residence at Hearne, Texas in the months of August and September of 1998 should be denied.

(d) The Claim of Richard Lee Jr.

When Claimant Lee's position at Houston, Texas was abolished he exercised seniority to Hearne, Texas effective September 16, 1998. On September 27, 1998 Mr. Lee was displaced at Hearne and he went on dismissed status. He collected a dismissal allowance until he was recalled to work at St. Louis, Missouri on October 5, 1998. His protected status in St. Louis remains in dispute[35] but this has no bearing on the narrow issue before the arbitrator in the instant case which addresses whether Claimant Lee had a lump sum benefit and transfer allowance coming under Attachment "B" of NYD-217 for claimed establishment of a residence at Hearne, Texas in the month of September, 1998.

According to the record before the arbitrator in this case Claimant Lee trained on a position at Hearne, Texas on September 16, 21-23 and 26, 1998 and he claimed sick time for the two days of September 20 and 27, 1998. In all Claimant Lee's brief tenure in Hearne ran from September 16, 1998 through September 26, 1998, or ten calendar days.

Claimant Lee signed an apartment lease on September 16, 1998 for an apartment at Villa West Apartments, 3407 Leon Street, Bryan, Texas. The lease states that no other

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[35]Case No. 3 before this Special Board of Arbitration will address the issue of Mr. Lee's status because of his recall to St. Louis, Missouri as of October 5, 1998.

person besides the Claimant was to live in the apartment. There is a notarized statement in the record to the effect that a certain Roberic Fobbs used his truck to assist the Claimant to move some furniture from Houston to the Villa West Apartments in Bryan, Texas on September 18, 1998.[36] No phone was ever hooked up in the apartment and the utilities were paid as part of the rent. A Vacate Report on the Villa West Apartments shows that the Claimant was liable for rent for the month of September (prorated), October and November, 1998 which is supported by a subsequent invoice[37] but there is no indication that the Claimant actually stayed at the Villa West Apartments beyond the time he was bumped at Hearne. The latter invoice is sent to his original Houston, Texas address which the Claimant had listed as his Houston address, when making first request for renter's allowance on September 16, 1998. This address is 6315 Gladwell Drive, Houston, Texas. There can be no doubt that this Claimant was back at the Houston address living there as soon as September 29, 1998. On that date, which was a Tuesday, a Carrier officer called the Claimant in the afternoon to advise him of his impending recall to St. Louis. At that time the Claimant advised the person talking on the phone to the Carrier officer that he was "...too busy to talk..."and the person at Mr. Lee's residence advised the Carrier officer accordingly.[38] The Claimant never relinquished his Houston apartment. The Claimant never established phone service at his Villa West apartment in

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[36]Record on this case is found in TCU Exhibits MM through VV and in Carrier's Exhibit R.

[37]Carrier's Exhibit R @ pp. 21-22.

[38]Carrier's Exhibit R @ p. 12.

Bryan, Texas but relied on a pager to receive messages.

A review of the full record shows insufficient evidence to warrant conclusion that the Claimant established a residence in Bryan, Texas in the month of September of 1998 while serving a very brief tenure at Hearne. He rented an apartment near Hearne, stayed there a short period of time while employed at Hearne for ten calendar days, without establishing phone service, and then returned to his apartment at 6315 Gladewell in Houston, Texas which was his address prior to ever exercising seniority to Hearne. Precedent established in Award 220 of the Special Board off the CN&W, Award 219 of PLB 1186, Award 6 of PLB 3096 and Award 18 of PLB 3399 applies here.

Ruling

Upon basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits and transfer allowance by Claimant Lee under Attachment "B" of NYD-217 for his claimed establishment of a residence near Hearne, Texas in September of 1998 and thereafter should be denied.

Findings

Argument by the Organization is that in all seven cases the Claimants did everything to try and establish a permanent residence in Hearne, Texas after they exercised seniority to that point. While the facts of each case laid out in the foregoing is the test of whether the Claimants behaved this way or not, those same facts also indisputably point to the conclusion that in no case did any of the Claimants ever, in fact, establish a residence with all that this implies, in Hearne. In no instance did any of the Claimants relinquish the residence they had, whether a rental unit or a home, prior to

exercising seniority to Hearne, and in all instances the Claimants immediately returned to that former residence after being bumped.[39] Attachment "B" of NYD-217 states plainly that in order to collect the benefits outlined in the Options of that Attachment an employee must "...change place of residence...". In no case did any of the Claimants to this case do that. What they did was exercise seniority to the place where they had to work, stay there a brief period prior to being bumped, and then they returned to their original residences. Such behavior cannot be construed as a reasonable interpretation of the intent of Attachment "B" when it speaks of changing place of residence.

The Organization disputes the Carrier's interpretation of the language of Attachment "B" when the Carrier argues that a change of residence means of permanent change of residence. The rule of reasonableness tells us that this interpretation by the Carrier is the proper one. A permanent change of residence usually is, but does not even necessarily have to be, associated with time. If any of the Claimants would have moved to a new apartment in Hearne, and have let their former apartment go on the market for rent, reasonable minds could conclude that such would have qualified as a change of residence. None of the Claimants to this case who were renters did that. Nor did any of the home owners put their homes up for sale nor take any preliminary steps of looking for a new one at Hearne or the Hearne area. Such, had it been done, could possibly have

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[39]Such conclusion is also reasonably true for Claimant Krolczyk although for reasons which remain insrutible Claimant Krolczyk claims one address in Houston but there is considerable evidence that he really lived at another. In either case he goes back to Houston, at the address he claims was his, after being bumped at Hearne after only eleven days after he started work there (which eleven days included the Christmas and New Year's holidays).

qualified as a change of residence. But none of the Claimants did this either. But, it could be argued, none of the Claimants had time to vacate their old apartments, or sell their homes in order to take measures to establish a permanent residence only in Hearne or the Hearne area. This is true. And in the view of the arbitrator this is precisely the point in this case. None of the Claimants had time to do other than go to the point where they exercised seniority, stay there a brief time, and then return to the homes where they lived prior to exercising seniority to Hearne. Reasonable minds cannot conclude that this kind of behavior qualifies as changing one's place of residence. The Organization argues that the Claimants had no control over the duration of their stay at Hearne. No one disputes that. The brevity of the duration simply did not allow any of them to change places of residence.

Article III, Section 5 states that Attachment "B" benefits will be given to employees required to change their place of residence. Had these seven employees been permitted to have done so, absent the time constraints, they no doubt would have changed their places of residence. But the evidence of record indisputably shows that none of them actually did do this. After their short tenures at Hearne, all of the Claimants to this case went back to live where they lived prior to exercising seniority to Hearne.

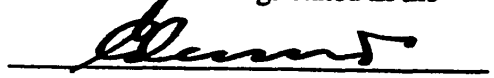
The Organization argues that there is an equity issue at stake in this case since some other employees were given Attachment "B" benefits when they exercised seniority to Hearne, Texas from other points but only if they took separation pay as their second option. In response to this the arbitrator notes, first of all, that the record contains no

specific information on these other employees. Secondly, Claimant Hemphill, one of the Claimants to this case, took separation pay and she was not accorded Attachment "B" benefits. Obviously, in view of the situation of Claimant Hemphill the equity argument starts to break down.

Lastly, as stated in each of the Rulings, conclusions arrived at in this case are consistent with arbitral precedent dealing with the change of address issue in this industry. Although all of the precedent cited in each of the Rulings has some bearing on our own conclusions, some more and some less, particularly persuasive in this respect are the conclusions of Award 17 of PLB 4561. Therein it was concluded that several rental checks are insufficient proof of a change of residence. Likewise Award 219 of PLB 1186 and Award 6 of PLB 3096 speak of temporary commuting arrangements which do not qualify as changes of residence. In all seven cases, the arrangements set up by the Claimants qualified as commuter arrangements precisely because in no instance did any of the Claimants abandon their places of residence which they had prior to exercising seniority. In all instances all of the Claimants returned to their places of residence, which they had but temporarily left, prior to exercising seniority to Hearne.

Award

The Award for the claims filed by Claimants Colbert, Galentine, Hemphill, Krolczyk, Lee, Norfleet and Perrine is in accordance with Rulings stated in the foregoing.



Edward L. Suntrup, Arbitrator

Dated: February 24, 2000

Dan. W. Hannah
Sent by: Dan W. Hannah

09/05/02 11:59 AM

To: Thomas G. Taggart@UP
cc:
Subject: Relocation disputes

Gary:

Hey big boy, what are you doing during the week of January 13, 2002? How about a date in San Francisco, California?

When last we spoke, you suggested we give our disputed relos to Board 180, if we could swing it, to save money.

I was with Dana Eischen in Denver on August 19 and 20, and he agreed to take our cases under "in lieu of" provisions of our agreement.

I'll be in Omaha the week of October 14. Let's get together and get these 3 cases listed for 180, and we'll present them in January 2002, deal?

Bill

CARRIER'S EXHIBIT 2-11
PAGE 1 OF 1

Case No. 1

ARBITRATION COMMITTEE

In the Matter of the Arbitration Between	Pursuant to Article 1, § 11 of the New York Dock Conditions
BROTHERHOOD OF LOCOMOTIVE ENGINEERS, GENERAL COMMITTEE OF ADJUSTMENT – CENTRAL REGION Organization, and UNION PACIFIC RAILROAD COMPANY, Carrier.	**M.O. Coats, Claimant** Dispute Concerning Relocation Rights, Relocation Allowances, Reverse Held-Away-From-Home Allowances, Reverse Lodging Allowances, Test Period Average Earnings Allowances, Reclamation Rights, and Monetary Claims Related to each of the Aforementioned

SUBMISSION ON BEHALF OF THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS, GENERAL COMMITTEE OF ADJUSTMENT – CENTRAL REGION

INTRODUCTION

The Organization hereby stipulates that John B. LaRocco, Arbitrator chosen by the Parties, is to be the Sole Member of this Arbitration Committee, and no ex parte Executive Sessions are to be conducted. However, if the Carrier is unwilling to stipulate to John B. LaRocco being the Sole Member, then the undersigned, Charles R. Rightnowar, General Chairman, General Committee of Adjustment – Central Region, Brotherhood of Locomotive Engineers ("BLE"), will be the BLE Partisan Member of the Arbitration Committee

The Organization hereby requests that the Arbitrator retain jurisdiction in this matter for purposes of remedy, clarification and interpretation.

QUESTIONS AT ISSUE

1. Whether the Carrier may unilaterally relocate the Claimant from Kansas City, Missouri, to Jefferson City, Missouri? If not, what is the remedy?

APPENDIX "C"

2. Whether the Carrier may stop payment of the Reverse Held-Away-From-Home Allowance at Jefferson City, Missouri? If not, what is the remedy?

3. Whether the Carrier may recollect Relocation Allowances paid to Claimant from Claimant's Test Period Average Earnings Allowances? If not, what is the remedy?

4. Whether the Carrier may cease Reverse Lodging Allowances and Benefits? If not, what is the remedy?

5. Without waiver of the Organization's position as to any of the above, should the Carrier prevail, *arguendo*, but incorrectly, what is the proper accounting of funds recollected? If funds have been recollected improperly, or to excess, what is the remedy?

STATEMENT OF FACTS

The U. S. Department of Transportation, Surface Transportation Board ("STB") approved the merger of the Union Pacific Corporation ("UPC"), Union Pacific Railroad Company/Missouri Pacific Railroad Company (collectively refereed to as "UP") and Southern Pacific Rail Corporation, Southern Pacific Transportation Company ("SPT"), St. Louis Southwestern Railway Company ("SSW"), SPCSL Corp., and the Denver & Rio Grande Western Railroad Company ("DRGW") (collectively referred to as "SP") in Finance Docket 32760.

The UP insisted that the Merger Implementation Agreements pursuant to the above Finance Docket, be negotiated on a "Hub" basis whereby the major terminals would be merged separately, with all of the inbound/outbound tracks to each terminal acting as "spokes" to the "Hub." See, Affidavit of Dennis E. Penning, former General Chairman, former BLE/UP Eastern Region, Exhibit B at ¶ 3. Each of these "Hubs" were negotiated separately in time, and implemented separately in time (Exhibit B at ¶ 4).

The Jefferson City, Missouri terminal, as well as the mainline trackage from Jefferson City, Missouri to Kansas City, Missouri, was originally a part of the UP Merged Roster No. 1, which had been created by the UP/MKT Merger Agreement dated

December 9, 1998, pursuant to the Union Pacific Railroad Company/Missouri Pacific Railroad Company Merger with the Missouri-Kansas Railroad Company ("MKT") pursuant to Interstate Commerce Commission Finance Docket No. 30, 800. Merged Roster No. 1 originally included- - in addition to Jefferson City- - St. Louis, Missouri, Dupo, Illinois, and Poplar Bluff, Missouri, and all track in between (Exhibit B at ¶ 5).

During the negotiations related to Finance Docket No. 32760, the Carrier sought successfully to modify Merged Roster No. 1 (which became the St. Louis Hub) so as to "carve out" the terminal at Jefferson City, and the mainline trackage between Jefferson City and Kansas City, and insert them into the proposed Kansas City Hub. Both UP and SSW employees lived in the vicinity of the Jefferson City terminal, operating trains to Kansas City, and would be affected by the change (Exhibit B at ¶ 6).

As the St. Louis Hub Merger Implementing Agreement negotiations pre-dated the proposed Kansas City Hub Implementing Agreement negotiations, and since Jefferson City and the mainline trackage west to Kansas City, was to be "carved out," and moved to the proposed Kansas City Hub, an interim period letter of understanding was made as to Jefferson City and the mainline trackage west of Kansas City, known as Side Letter No. 16 of the St. Louis Hub Agreement:

Side Letter No. 16

April 15, 1998

MR. D.E. PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD.
HAZELWOOD MO 63042

MR. D.E. THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR. JOHN R. KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501

MEMPHIS TN 38157

Gentlemen:

This has reference to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

During our negotiations it was recognized that there are inherent difficulties in implementing a merged operation in the St. Louis Hub and "carving out" the operations and employees between Jefferson City and Kansas City to become part of the Kansas City Hub without a corresponding Merger Implementing Agreement for the Kansas City Hub. This is a problem inherent in implementing merged hubs on a phased basis, and in all hubs this cascading effect has required the parties to use their imagination to develop temporary solutions to cover the interim period between implementing agreements covering adjoining hubs. Such a need is recognized here with regard to the St. Louis Hub.

The Organization has requested that Carrier make certain written commitments regarding the merged operation in the Kansas City hub between Kansas City and Jefferson City which are necessary in order for it to agree to relinquish that territory from the seniority roster for the St. Louis Hub. Those commitments are as follows:

1. Those former UP and SSW engineers who resided at Jefferson City or vicinity on the date of the notice served for the Kansas City Hub will be allowed to continue to maintain their residences at that location so long as pool freight service between Kansas City and Jefferson City and extra board work at Jefferson City continues to exist and such employees possess sufficient seniority to hold such assignments.

2. The engineers described above may voluntarily relocate to Kansas City under the Merger Implementing Agreement for that hub; however, they will not be required to do so and will be allowed to continue to reside at Jefferson City on an attrition basis.

3. ***It is intended that the pool freight operations between Kansas City and Jefferson City will ultimately be home terminaled at Kansas City. The details surrounding how that change will be accomplished will be negotiated in the Implementing Agreement for the Kansas City Hub.***

Yours truly,

CRA-BLE
CRA-UTU

Brotherhood of Locomotive Engineers
1370 ONTARIO STREET
CLEVELAND, OHIO 44113-1702
TELEPHONE (216) 241-2630
FAX (216) 241-6516

EDWARD DUBROSKI
International President

RECEIVED
FEB 29 2000
LABOR RELATIONS
NORFOLK SOUTHERN CORP.

February 23, 2000

Mr. Roland Watkins, Director
Arbitration Services – National Mediation Board
1301 K St. NW, Suite 250E
Washington, DC 20572

VIA FAX AND U.S. MAIL

Dear Mr. Watkins:

Please refer to your letter dated February 14, 2000 to Mr. David N. Ray, Assistant Vice President Labor Relations, Norfolk Southern Corporation, copied to me, in which you solicit my comments with respect to the Carrier's request for the designation of a referee to resolve a purported dispute between the Carrier, UTU and this Organization, in accordance with the provisions of Sections 4 and 11 of the New York Dock Protective Conditions imposed pursuant to Surface Transportation Board Finance Docket No. 33388. For the following reasons, this Organization vehemently objects to the Board's characterization of this dispute as one falling under Sections 4 or 11 of New York Dock and its designation of a referee in connection with this matter as inappropriate and improper.

The purported dispute that the Carrier and UTU seek to resolve via the New York Dock arbitration process is neither a transaction nor a dispute contemplated by either Sections 4 or 11 of the Protective Conditions. The problem that the Carrier and UTU are attempting to solve via their attempted abuse of those arbitration provisions concerns the manner in which candidates for engineer training are selected from the ranks of trainmen and ultimately establish seniority as engineers. Rules currently exist that control this process; however, Carrier and UTU are unhappy with the status quo and wish to reach an agreement that is, in their view, easier to administrate.

Section 4 of the Protective Conditions contains an arbitration provision to be invoked in the event the parties are unable to voluntarily reach an implementing agreement. Section 11 of the Protective Conditions governs the arbitration of disputes over the application of certain elements of the Protective Conditions themselves. Both UTU and this Organization reached voluntary implementing agreements in connection with the establishment of the NS Lake Region Hub Network. Both Implementing Agreements left unchanged, for employees promoted after the date of the transaction, pre-existing rules governing, in the case of UTU, the selection and rank of engineer trainees and, in the case of this Organization, the establishment of engineer's seniority. During the meetings that have been held to discuss this problem, our position has been that there is really no dispute over the interpretation of any existing rules, but rather a desire of the Carrier and

UTU to change the existing rule to make it easier to administrate, at the expense of fairness to a certain group of employees, namely those who take promotion to engineer at their earliest opportunity. They are reluctant to effect this change voluntarily because to do so would involve alienating these people, and the imprimatur of a New York Dock referee will give them the plausible deniability they need.

The Carrier will undoubtedly argue, in support of their request for the appointment of a referee, that this "dispute" is a function of the NS/Conrail acquisition. While post-transaction developments have heightened concern over the issues underlying this "dispute," the parties were engaged in an ongoing dialogue over this matter long before the transaction. Were it truly transaction related, it would have been addressed in the Implementing Agreements. The parties should not be allowed to conduct what should be negotiations under Section 6 of the Railway Labor Act as an orchestrated "dispute" under the guise of New York Dock.

We emphasize our strong objection to the designation of a referee in connection with this matter, inasmuch as no dispute properly referable to a referee under Sections 4 or 11 of the New York Dock Protective Conditions exists.

Sincerely,

Edward Dinchoski

President

cc: S. D. Speagle, GC, NS (Northern Lines)
C. L. Little, President - UTU
D. G. Strunk, GC – UTU
D. N. Ray, AVP Labor Relations, NS
R. Kuhn, Asst. Dir. Labor Relations, NS

CARRIER'S EXHIBIT 2-12
PAGE 2 OF 2

M.A. Hartman
General Director Labor Relations

(copy attached hereto as Exhibit C, emphasis added; see, also, Exhibit B at ¶ 7).

The Kansas City Hub Merger Implementing Agreement was subsequently negotiated and signed on July 2, 1998, with the undersigned delegated to sign on behalf of former General Chairman, D.E. Penning (see Exhibit D at pp. 26, 41) (see also, Exhibit B at ¶ 8).

The Kansas City Hub Merger Implementing Agreement divided the pre-merger, separate seniority districts into four separate "Zones," with the employees of each separate Zone maintaining "prior rights" to the work of these Zones, but holding "common" seniority rights to the work of all Zones not filled by the Zone employees holding prior rights to the work (Exhibit B at pp. 16-21).

The former SSW and UP employees living in the Jefferson City vicinity were placed into Kansas City Hub in Zone No. 3 (Exhibit D at pp. 10-12, 16). These employees, including the Zone 3 employees already living in Kansas City, held "prior rights" to all Zone 3 work as opposed to the employees of the other three Kansas City Hub Zones (Zones 1, 2, 4) (see Exhibit D at pp. 16-19) (see also, Exhibit B at ¶ 9).

In addition to the Zone 3 prior rights, described above, held by all Zone 3 employees (regardless of location of residence within Zone 3) as opposed to the other Zones in the Kansas City Hub, those Zone 3 employees (both SSW and UP) living at pre-merger residences in the vicinity of Jefferson City, Missouri, were given additional "prior rights" to all work originating in Jefferson City terminal, including the freight pools operating between Jefferson City and Kansas City:

Article I

C. Zone 3 - Seniority District

....

2. All former UP Kansas City to Jefferson City and former SSW Kansas City to Jefferson City pool operations shall be combined into one (1) pool ***with Kansas City as the home terminal. Jefferson City will serve as the away-from-home terminal***. Engineers operating between Kansas City and Jefferson City may utilize any combination of UP or SSW trackage between such points.

   a. The parties agreed in Article 1.A.4.a. of the St. Louis Hub Merger Implementation Agreement the Kansas City to Jefferson City pool would be slotted on a work equity basis. Attachment "C" lists the slotting order for the pool. Former SSW and UP engineers residing at or in the vicinity of Jefferson City ***shall have prior rights to said pool turns***. The engineers subject to this prior rights arrangement are identified on Attachment "D". If turns in excess of that number are established or any of such turns be unclaimed by a prior rights engineer, they shall be filled from the zone roster, and thereafter from the common roster. The parties further agreed in Side Letter No. 16 of the St. Louis Hub Agreement to allow former UP and SSW engineers residing in Jefferson City or the Kansas City Hub (notice dated January 30, 1998) to continue to maintain their residences at that location so long as pool freight service between Kansas City and Jefferson City and extra board work at Jefferson City continue to exist and such engineers possess sufficient seniority to hold such assignments. ***Such engineers will be allowed to continue to reside at Jefferson City on an attrition basis subject to the terms and conditions of this Merger Implementing Agreement (See Side Letter No. 7)***

(See Exhibit D at pp. 10-11, emphasis added).

Attachment D, referenced in the above-quote, containing the names of those former SSW and UP engineers, living in the Jefferson City vicinity, that were granted

the additional "prior rights" to work in the Jefferson City terminal and the freight pools between Jefferson City and Kansas City, is attached hereto as Exhibit D, pp. 87-89 (see also, Exhibit B at ¶ 10).

Side Letter No. 7, also referenced at the end of the above-quoted material, attached hereto as Exhibit D, pp. 39-41, is as follows:

Side Letter No. 7

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD.
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M. A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

In Side Letter No. 16 of the St. Louis Hub Merger Implementing Agreement and referenced in Article 1.B.3.a. of Kansas City Hub Merger Implementing Agreement, the parties agreed to allow former UP and SSW engineers residing at or in the vicinity of Jefferson City to continue to maintain their residences at that location subject to the language of Side Letter No. 16.

The Carrier intends to have Kansas City as the home terminal for all engineers performing service in the Kansas City to Jefferson City pool. The present UP and SSW engineers at Jefferson City covered by this Agreement will be eliminated by attrition. ***When a former UP or SSW engineer, residing at or in the vicinity of Jefferson City, vacates his pool assignment through*** *retirement, resignation,* ***voluntary seniority move/relocation,*** ***etc., and is not claimed/occupied by a prior rights Jefferson City engineer covered by this Side Letter, such position will no***

longer be maintained at Jefferson City but will be readvertised as having Kansas City as the designated home terminal.

Initially, upon implementation of this Agreement, the home terminal for the Kansas City to Jefferson City pool will be Jefferson City. (Note: This does not modify or nullify the provisions of Side Letter No. 23 to the St. Louis Hub Merger Implementing Agreement). *Sufficient pool turns (along with extra board positions, as described below) shall be established to accommodate those engineers identified on the Attachment to this Agreement.* After date of implementation, pool turns which are advertised which exceed the number necessary to fulfill this arrangement may be filled by any other Kansas City Hub engineers. ***Engineers residing at or in the vicinity of Kansas City who perform service in this pool will be afforded reverse lodging and HAHT privileges at Jefferson City.***

An extra board will be maintained at Jefferson City to protect assignments working west in Kansas City Hub Zone 3. This extra board will be maintained at a level of no less than 30% (all fractions are rounded downward) of the number of engineers occupying pool turns and residing at Jefferson City, under this attrition arrangement. If there are unfilled positions on such extra board or unfilled positions on locals or other road assignments working out of Jefferson City west, the junior engineer in the Kansas City to Jefferson City pool, residing at or in the vicinity of Jefferson City, will be required to cover such position or assignment. Nothing in this Side Letter is intended to convey the Jefferson City-West Extra board the exclusive right to protect all assignments in Zone 3.

When 51% or more of the turns in the Kansas City to Jefferson City pool are occupied by engineers who reside at or in the vicinity of Kansas City, the home terminal for the pool will become Kansas City. Once this change is effected, it shall remain at Kansas City. Engineers who continue to reside at or in the vicinity of Jefferson City will be afforded reverse lodging and HAHT privileges at Kansas City and lay off privileges at Jefferson City.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director-Labor Relations

AGREED:

C. R. Rightnower for
D.E. Penning
General Chairman, BLE

D.E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M.A. Young
General Chairman, BLE

cc: D.M. Hahs
Vice President, BLE

J.L. McCoy
Vice President, BLE

(emphasis added)

Relocation benefits are *generally* governed under Article VII:

ARTICLE VII – PROTECTIVE BENEFITS AND OBLIGATIONS

A. All engineers who are listed on the prior rights Kansas City Hub merged rosters shall be considered adversely affected by this transaction and consolidation and will be subject to the New York Dock protective conditions which were imposed by the STB. It is understood there shall not be any duplication or compounding of benefits under this Agreement and/or any other agreement or protective arrangement.

1. Carrier will calculate and furnish TPA's for such engineers to the Organization as soon as possible after implementation of the terms of this Agreement. The time frame used for calculating the TPA's in accordance with New York Dock will be August 1, 1996 through and including July 31, 1997.

2. In consideration of blanket certification of all engineers covered by this Agreement for wage protection, the provisions of New York Dock protective conditions relating to "average monthly time paid for" are waived under this Implementing Agreement.

3. Test period averages for designated union officers will be adjusted to reflect lost earnings while conducting business with the Carrier.

4. National Termination of Seniority provisions shall not be applicable to engineers hired prior to the effective date of this Agreement.

B. Engineers required to relocate under this Agreement will be governed by the relocation provisions of New York Dock.. In lieu of New York Dock provisions, an employee to relocate may elect one of the following options:

1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of $10,000 upon providing proof of actual relocation.

2. ***Homeowners may elect to receive an "in lieu of" allowance in the amount of $20,000 upon providing proof of actual relocation.***

3. ***Homeowners in Item 2 above who provide proof of a bona fide sale of their home at fair value at the location from which relocated shall be eligible to receive an additional allowance of $10,000.***

   a) *This option shall expire within (5) years from date of application for the allowance under Item 2 above.*

   b) *Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.*

   NOTE: All requests for relocation allowances must be submitted on the appropriate form.

4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after two (2) years from date of implementation of this Agreement.

5. Under no circumstances shall an engineer be permitted to receive more than one (1) "in lieu of" relocation allowance under this Implementing Agreement.

6. Engineers receiving an "in lieu of" relocation allowance pursuant to this Implementing Agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years.

(Copy attached hereto as Exhibit D at pp. 23-24, emphasis added).

The "in lieu of" provisions were specifically designed to benefit both parties, as explained by a specific question and answer section in the Agreement:

Q.4. Why are there different dollar amounts for non-home owners and homeowners?

A.4. New York Dock has two provisions covering relocating. One is Article 1 Section 9 Moving expenses and the other is Section 12 Losses from home removal. The $10,000 is in lieu of New York Dock moving expenses and the additional $10,000 or $20,000 is in lieu of loss on sale of home.

Q.5. Why is there a set amount offered on loss on sale of home?

A.5. It is an in lieu of amount. Engineers have an option of electing the in lieu of amount or claiming New York Dock benefits. Some people may not experience a loss on sale of home or may not want to go through the procedures to claim the loss under New York Dock.

(Copy attached hereto as Exhibit D, at pp. 82-83).

Since the Carrier had negotiated the right to move the "home" terminal from Jefferson City, Missouri, to Kansas City, Missouri, except those Jefferson City Engineers that exercised their right to remain "home-terminal" at Jefferson City, pursuant to Side Letter No. 7, *supra*, any Jefferson City Engineer that *voluntarily* relocated to Kansas City from Jefferson City, was eligible for relocation benefits, pursuant to the specific language contained in the question and answer section:

Q.11. ***Must SPCSL engineers and SSW Jefferson City engineers be forced to an assignment to be eligible for relocations benefits?***

A.11. ***No, since they must relocate (except those Jefferson City engineers electing the benefits of Side Letter No. 7) to Kansas City, they make application for other assignments.***

Q.12. Are there any seniority moves that are eligible for an allowance?

A.12. ***Yes. A seniority move that permits another employee who would have otherwise been forced to move to remain at the same location will be eligible for an allowance.*** **The move may not trigger other relocation allowances.**

(Copy attached hereto as Exhibit D, at p. 83, emphasis added).

In addition to the above, Side Letter No. 14, provided:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

In discussing the relocation benefits in Article VII of the Agreement, we discussed the situation where an employee may desire to sell his home prior to the actual implementation of the merger. Carrier committed to you that such employee would be entitled to treatment as a "homeowner" for relocation benefits purposes provided:

1. Upon actual implementation of the Merger Implementing Agreement the engineer meets the requisite test of having been "required to relocate",

2. The sale of the residence occurred at the same location where claimant was working immediately prior to implementation, and

3. The sale of the residence occurred after the date of this Agreement.

(Exhibit D at p. 51).

Subsequent to the implementation of the Kansas City Hub Implementing Agreement, three former SSW engineers and two UP engineers, all living at pre-merger residences in the vicinity of Jefferson City, voluntarily accepted a relocation allowance and relocated to Kansas City. The former SSW engineers are M.O. Coats (SSN. 490-56-9764) (Exhibit E), L. D. Molloy (SSN. 487-60-0637) (Exhibit F), and D. R. Snyder (SSN.

428-88-2388) (Exhibit G). The two UP engineers are C. W. Kerr (SSN. 499-44-8247) (Exhibit H), and A.L. Chachere (SSN. 513-78-2832) (Exhibit I).

The above-named employees were removed from Attachment D of the Kansas City Hub Agreement, which led to an intra-Organization dispute, resolved through Arbitration. During preparation for *that* Arbitration, as to the removal of these employees' names from Attachment D, the Carrier, through Andrea Gansen, stated its position by letter dated July 25, 2000:

> The Carrier has been requested by several General Chairman to put forth its position in this arbitration. *It is the Carrier's position that any prior rights Jefferson City engineer who accepts relocation from Jefferson City to Kansas City will be removed from Attachment D of the Kansas City Hub Agreement. The acceptance of relocation monies is a voluntary vacation of the pool assignment*, which, if not claimed by a prior rights Jefferson City engineer will be readvertised with a Kansas City home terminal.
>
> (See Exhibit J, emphasis added).

The Arbitrator in the instant case, Arbitrator John B. LaRocco, decided that prior intra-Organization dispute, pursuant to his Award dated September 15, 2000, attached hereto for ready reference as Exhibit A.

Subsequent to the Award, the Carrier unilaterally relocated Claimant Engineer M.O. Coats from Kansas City, Missouri, back to Jefferson City, Missouri, contending that it had a unilateral right to relocate Engineer Coats, and that it could begin reclaiming all monies involuntarily paid to M.O. Coats for relocation allowances, reverse Held-Away-From-Home Allowances

In reviewing the chronological sequence of documents specific to the claims herein, Claimant M.O. Coats filed a "HUB RELOCATION BENEFITS APPLICATION" for the Kansas City Hub, dated March 31, 2000, moving from an old work location of

Jefferson City, to a new work location of Kansas City, specifically choosing Option 2 and Option 3:

> Option 2: I am a homeowner and accept a $20,000 allowance in lieu of New York Dock relocation benefits.
>
> If I have accepted Option 1 or 2, I understand that I must submit "proof of actual relocation" in order to receive the "in lieu of" allowance.
>
> Option 3: I am a homeowner and having sold my home, accept a $10,000 allowance in addition to the $20,000 allowance I shall receive under Option 2, for a total of a $30,000 allowance.
>
> (Copy attached hereto as Exhibit K, at p. 3).

There is nothing in Article VII B. that requires that the employee actually sell his house, or purchase a house, nor is there any requirement as to same within the Question and Answer section of the Agreement (see, Exhibit D at pp. 23-24, 51, 82-83).

It is undisputed that Claimant Coats was the owner of a home located at 242 Indian Meadow, Jefferson City, Missouri 65101, and that he sold this home in relation to his claim herein (Copy attached hereto as Exhibit K, at pp. 4-11). Claimant Coats relocated to an apartment in a suburb of Metropolitan Kansas City, with the address of Apartment # 2207, 16008 E 28th Terrace, Independence, MO 64055, with a "move-in" date of May 5, 2000, with the date of the lease execution of April 5, 2000; Claimant Coats updated the Carrier's Crew Management System ("CMS") with this new address, which was accepted, and payment made in the gross amount of $30,000, with a net of $20,700 by Carrier check #2338078 (Exhibit K at pp. 12-19).

The Carrier considered the Independence, Missouri address as the Claimant's domicile, mailing official Carrier correspondence to the Claimant at that address,

including 401K plan summary account balances, paycheck stubs, etc. (Copies attached hereto as Exhibit L).

Claimant also received billings for utilities and other expenses at this location, clearly indicating usage and residence (Copy attached hereto as Exhibit M).

By letter dated June 2, 2000, Andrea Gansen, Assistant Director Labor Relations, advised Claimant Coats:

> An audit of the relocation payment made to you under the provisions of the Kansas City Hub Implementation Agreement revealed that you requrested a relocation lump sum of $30,000. Payment in the net amount of $20,700.00 was made to you on April 17, 2000.
>
> However, Carrier records indicate that you did not relocate to Kansas City. Instead, you have relocated back to the Jefferson City vicinity. The relocation allowance was not intended to be paid for employees who were not truly relocating their residence to Kansas City. As you have failed to comply with the conditions under which you were granted the relocation allowance. ***I have enclosed a repayment agreement for you repay the net amount of $20,700.00 as you have failed to relocate in accordance with the agreement. Due to this, your payment of reverse held-away benefits will cease immediately.*** To reimburse the Carrier for your improper request and receipt of this relocation lump sum, you must complete, sign and return the enclosed agreement for repayment to the Carrier within ten (10) days of receipt. Failure to do so will result in this office turning this matter over to auditors, special agents and the service unit for resolution.
>
> (Copy attached hereto as Exhibit N, at p. 1, emphasis added).

Attached to the above-quoted letter was a "Agreement for Repayment" that contained a signature space for Claimant Coats' signature:

> **AGREEMENT FOR REPAYMENT**
>
> MR. M.O. Coats
> 3017 County Road 490
> New Bloomfield, MO 65063
>
> I understand that I was incorrectly paid relocation of $20,700.00. I agree to repay this amount to the Carrier as follows (select one):

_____ By check for the full amount (enclose check and send via U.S. Mail)

_____ Deduction of $862.50 per pay period for twelve months

_____ Deduction of $575.00 per pay period for eighteen months

This deduction will commence at the first pay period following the date this Agreement is received by the Carrier.

_____
Employee's Signature

_____
Date

Send by fax to: Andrea Gansen
402/271-2463

or mail: 1416 Dodge Street
Room 332
Omaha, NE 68179

Upon receipt, copy to George Marshall for processing to Banking Department

(Copy attached hereto as Exhibit N, at p. 2).

Claimant Coats responded by letter dated June 12, 2000, advising the Carrier, in part:

I would like to know which Carrier records indicate that I did not relocate to Kansas City per the provisions of the Kansas City Hub. I furnished your office with a signed lease on an apartment in Kansas City along with my relocation request. The lease is a valid document as per the provisions of the Kansas City Hub agreement. It was for a period of six months and renewable thereafter. I received payment denoted in your letter on April 27, 2000, and my lease period began on May 15, 2000.

How am I different from the many hundreds of engineers and trainmen that have taken these same relocation benefits in the various other hubs, as well as the Kansas City Hub? Does the Kansas City Hub agreement state that I have only two weeks to find another house or build one at the place I am relocating to? Does it state that I must immediately move all of my personal belongings to a

storage site within the confines of the location I am moving to? Or, does the intent of the agreement give me the option to rent for a reasonable period of time until I can fully relocate to the Kansas City area?

....

It was my intent to totally relocate to Kansas City in the future. However, I could not complete this move totally within the prescribed two-year period denoted in the "in lieu of" section pertaining to relocation allowance due to the above.

I therefore find your statements to be in error, your request for repayment of the relocation allowance unwarranted, and your denial of reverse held away from home terminal payments in violation of the Kansas City Hub agreement. Please arrange to have the held away from home terminal at Jefferson City reapplied to my job and forward a copy of this letter to the Carrier auditors. Further attempts to collect repayment of the relocation allowance and failure to pay other proper benefits of the Kansas City Hub agreement will be referred to my attorney.

(Copy attached hereto as Exhibit O).

By letter erroneously dated June 2, 2000, Andrea Gansen responded on behalf of the Carrier:

I am in receipt of your letter, postmarked June 12, 2000, regarding my letter to you requesting repayment of the relocation allowance you received under the provisions of the Kansas City Hub Implementation Agreement in the net amount of $20,700.

The Carrier records that indicate that you have not relocated to Kansas City include the fact that your home phone number remains in the 573 area code, which is for the Jefferson City area, not Kansas City nor Independence. The issue is not that you are renting at Kansas City rather than purchasing a house. Rental of a home or apartment is sufficient when all other aspects of residence are also present. However, given the fact that you still receive your phone calls at New Bloomfield, I cannot agree that you have fulfilled your obligation to make Kansas City your residence. In line with arbitral precedent, renting an apartment and commuting to one's home in another location is not sufficient proof that a residence has been established in the new location. It has been demonstrated that you intend 3017 County Road 490, New Bloomfield as your principal place of residence. Therefore, you cannot be said to have changed your place of residence pursuant to the terms and conditions of the Kansas City Hub Agreement. For your review, I have enclosed an arbitration award that clearly supports the Carrier's position in this matter.

I suggest that you give this matter further consideration. I will extend the time for receipt of the repayment agreement until June 26, 2000.

(Copy attached hereto as Exhibit P).

Claimant Coats responded by letter dated June 17, 2000:

I fail to see how you could reply to my letter before it was even postmarked. I also wonder why you would carbon copy it to C.R. Rightnowar as he is not my General Chairman as of this date. Does this have anything to do with the upcoming election for General Chairman of the newly formed BLE Committee? Is Mr. Rightnowar putting pressure on you to harass me? I think that your singling me out of many would lend credence to that assumption. I would caution you that the Railway Labor Act forbids you from taking action of this nature against a Union Representative solely for the purpose of harassment. A phone number has nothing whatsoever to do with my relocating.

For your information, the phone number to which you refer is a cell phone number. It is the same cell phone number I have had for over a year. As I stated in my previous letter it was my intent to fully relocate to Kansas City in the future. I am still a union representative and I have numerous people that depend on me to represent them. These people all have my cell phone number and can reach me at anytime and anywhere in the continental United States. I have used this number for a backup number in Kansas City since I have had it. It is just like carrying a pager, but much more convenient. As I am trying to keep down costs at Kansas City at this time and since this phone has served me well in the past and since I still need it to communicate as a union representative I am using it as my primary phone while at Kansas City. If this falls outside the confines of New York Dock or in lieu of allowances in the Kansas City Hub Agreement. I fail to find where either say so.

Furthermore, your assumption that I would commute between Kansas City or Independence and Jefferson City between trips is ludicrous. Do you have any idea of the driving time or distance?

You have not given me a proper chance to demonstrate where I intend to live. You have set principles and guidelines for me that differ from those set for other individuals, not only in the Kansas City Hub but in other Hubs I have been involved in, via negotiations. In short, you have raised the bar for me due to my being a union representative.

I again request that you return my job to the proper location and rescind your request for repayment of relocation allowance. I will continue to file time claims for the reverse HAHT at Jefferson City. Your continuance of this matter

will be considered as a violation of the Railway Labor Act and I will take whatever action that may be required to protect my rights.

(Copy attached hereto as Exhibit Q).

Andrea Gansen responded by letter dated June 26, 2000:

I am in receipt of your letter, postmarked June 19, 2000, regarding my letter to you requesting repayment of the relocation allowance you received under the provisions of the Kansas City Hub Implementation Agreement in the net amount of $20,700. I apologize for any confusion that the typographical error on my June 14 letter (which was incorrectly dated June 2) may have caused you.

In addressing your concerns that General Chairman Rightnowar has received carbon copies of this correspondence to you, it has been my practice to copy General Chairmen when recollection letters are sent out. Accordingly, Mr. Rightnowar has received copies of letter concerning other engineers governed by the MP (UL) Agreement, just as Mr. Bill Slone receives copies of letters for employees under his Collective Bargaining Agreement. It is apparent by your letter that you are reading far too much into this practice. This recollection action has no relation to the upcoming election nor has Mr. Rightnowar put any pressure on this office to harass you. Furthermore, I can assure you that you are not being singled out in this instance. The Carrier is pursuing and has recollected improper payments from many employees, both in train and engine service. Contrary to your assertions, you are being held to no different standard than other employees who received relocation payments under the various hub agreements. Your position within the BLE Organization has no bearing in this matter.

The phone number to which I refer in my June 14 letter (which is listed as your home number in the Carrier's records) is (573) 295-4811. I do not believe that this is a cell phone number as this is the phone number on the letterhead of your April 5, 2000 letter to me which shows your address as 3017 County Road 490, New Bloomfield, Missouri. I would also like to note that you sent your June 12 letter in an envelope that was postmarked in Jefferson City, Missouri. The return address of your June 17 letter reads: "Mike & Cheri Coats, 3017 County Rd. 490, New Bloomfield, MO 65063." I cannot ignore this evidence that your principal residence is in New Bloomfield and that you have failed to relocate your principal residence to Kansas City. While you state that the Carrier has not given you a proper chance to demonstrate where you intend to live, I cannot find any language to support that your "intention" meets the burden of proving relocation. The relocation agreement does not provide payment to persons "intending" to relocate, but only to those who actually relocate their residence.

As delineated above, I must find that you violated the terms of your relocation agreement and the hub agreement. ***As a result, your job will remain headquartered at Jefferson City. Furthermore, you should note that this***

situation has its genesis in the New York Dock Conditions and the hub agreement. Therefore, should you wish to pursue this matter, the proper forum for resolution of this issue is New York Dock arbitration.

(Copy attached hereto as Exhibit R, emphasis added).

The undersigned concurred and stipulated that this matter was properly within the jurisdiction of a New York Dock Arbitration Committee.

By letter dated July 19, 2000, Claimant Coats responded to Andrea Gansen:

> Again I must inquire as to which Carrier records you are referring when you state that my home telephone number of record is 573-295-4811. Enclosed for your ready reference is a copy of the =MC address information previously sent to your office, along with the request for relocation benefits denoted in Article VII of the Kansas City Hub Agreement. This is the same address and phone number that is currently on record with the Carrier. For further proof of Carrier record I submit a copy of the most recent 401K plan participation statement sent from Vanguard to the address listed under =MC and a copy of last pay period of April and first pay period of June sent to the address listed in =MC. Please note that phone number listed as primary phone number is 573-230-1138. Also see the note listed by CMS on attached ZB printout that denotes the 573-230-1138 works at both KC and JC. 573-295-4811 is not on this record and is only a secondary number while in many times I have been called at 573-295-4811 since my move to Kansas City. It would appear that your office is the only office connected to my employment at UP that does not recognize my new address in K.C. In a certain way I am somewhat thankful for this as I will try to explain later in this letter.
>
> Again I state there is nothing in either the Kansas City Hub Agreement or New York Dock that precludes me from continuing to have an address at Jefferson City in tandem with an address at Kansas City. I do not believe the Carrier has the right to dictate where I might have a second home or office. There are numerous people from all over the United States that have lake homes at the Lake of the Ozarks. Under your scenario would I be precluded from having a home at the Lake of the Ozarks the same as these other people? I think not.
>
> As stated in previous correspondence to your office, I still represent Engineers on this property and maintain numerous files regarding this representation as well as an office and office equipment at 3017 County Road 490, New Bloomfield, MO 65063. I receive correspondence, not only from your office but also the BLE and various BLE Representatives around the country at this address. Being able to maintain this office until such time as I can complete my move to the Kansas City area makes my job as BLE Representative much easier. That is why I am grateful that your office continues to send

correspondence regarding these Union matters to said address. Until such time as I can complete my move to Kansas City (which you are making unduly difficult) I will continue to send and receive said BLE and Labor Relations correspondence from said address.

Article VII Protective Benefits and Obligations Part A of the Kansas City Hub Agreement clearly provides that all engineers listed on the prior rights Kansas City Hub merged rosters shall be considered adversely affected by this transaction and are subject to all New York Dock protective conditions imposed by the STB.

Section B of the same Article Vii allows for the "in lieu of" New York Dock provisions while B4 gives the Engineers only two (2) years from date of implementation to file for the "in lieu of" relocation allowances.

Side Letter No. 16 of the St. Louis Hub Agreement, as noted in Side Letter No. & of the Kansas City Hub Agreement gives the list of engineers the contractual right to relocate to Kansas City which would make Kansas City the home terminal for any or all engineers who elected to make the move. The agreement clearly states the Carrier's intent to have the home terminal for all crews in the JC-KC pool be Kansas City, and the agreement allows New York Dock conditions for said engineers identified on attachment D of the Kansas City Hub Agreement who elect to move their home terminal designation from Jefferson City to Kansas City.

I will state once again that I not only believe but can prove that you are indeed holding me to a different standard than others, not only in the Kansas City Hub, but other Hubs around the system.

For the above stated reasons and by the Agreements as quoted, your remarks regarding my telephone number and principal residence is not an issue and has not relevance in this matter. Your decision to move my home terminal from Kansas City to Jefferson City is a violation of the Agreements for which I will be filing claims.

Furthermore I do not agree that this is a New York Dock issue for resolution by New York Dock arbitration. This is an agreement issue to be resolved under the Railway Labor Act comparable to the recent First Division arbitration case concerning claims for time train came to rest in the North Little Rock/Pine Bluff Hub Agreement. Obviously the Carrier was in agreement for resolution under the RLA in that case since they were party to the First Division handling.

If you are not in agreement, please advise date and time for conference to further discuss this matter. I am not opposed to a telephone conference.

(Copy attached hereto as Exhibit S).

By letter dated August 3, 2000, Andrea Gansen responded on behalf of the Carrier, confirming the Carrier's position as to both the specific facts raised in earlier correspondence, and as to the exclusive jurisdiction of a New York Dock forum:

> I am in receipt of your letter, postmarked July 22, 2000, regarding the Carrier's repeated requests for repayment of the relocation allowance you received under the provisions of the Kansas City Hub Implementation Agreement in the net amount of $20,700.
>
> The Carrier's PINS records still show your home telephone number as 573-295-4811. I am sure CMS has not called that number frequently as they usually contact you on your cell phone (573-230-1138 which is also a Jefferson City prefix). While you state your opinion that there is nothing in the hub agreement nor New York Dock Conditions that prevent you from having two addresses, arbitration awards on the subject differ from your opinion. The example of having a vacation home is not analogous to the facts in your situation. If you consider your apartment in Kansas City to be a second address, it is clearly not your primary residence. Furthermore, I cannot understand how the Carrier is hindering your move to Kansas City, as you have been paid a net amount of $20,700 to do so. The Carrier does still send its correspondence on this matter to you at this address as you have indicated (by your return address and letterhead) that New Bloomfield is your principle place of residence.
>
> While you state that Side Letter 16 of the St. Louis Hub and Side Letter 7 of the Kansas City hub give you the right to relocate to Kansas City, ***I am not arguing that you cannot relocate to Kansas City.*** However, you have failed to relocate your primary residence to Kansas City. Instead, you sold your property you owned in Jefferson City and remained at your wife's residence in Jefferson City while renting an apartment in Kansas City. This is not relocation warranting payment of allowance under New York Dock Conditions nor the Hub Agreement. I will also note that the Carrier does not agree with your interpretation of Side Letter 7 concerning engineer prior rights to turns in the Jefferson City – Kansas City pool when they voluntarily relocate to Kansas City.
>
> Despite your accusations of being held to a different standard than others who have allegedly relocated under hub agreements, my review of relocation files does not indicate any special attention to your case. As a matter of information, you are not the only individual in the Kansas City – Jefferson City pool from who relocation allowance is being recollected. Furthermore, similar efforts are being made system-wide due to the incredible abuse of the relocation allowance provisions.

This matter is <u>clearly</u> governed by the dispute resolution mechanisms of the New York Dock Conditions. The entirety of your relocation and allowance has its genesis in the Hub Agreement created due to the Surface Transportation Board's decision in Finance Docket 32760, which applied New York Dock Conditions to the Union Pacific/Southern Pacific merger. I do not know what case you refer to at the First Division with reference to the North Little Rock/Pine Bluff Hub. If it deals with the time a train comes to rest, it sounds like a dispute over collective bargaining agreement language, clearly governed by the RLA dispute resolution process. Should you need further clarification, please review NRAB Second Division Award 13265. Additionally, I do not know of any New York Dock relocation dispute that has been adjudicated by the First Division. The Carrier reaffirms its positions that this matter must be progressed in accordance with the provisions of the New York Dock Conditions. I am agreeable to conference this claim with you, please contact me by phone (402/271-6607) to set up a mutually agreeable time and date.

Absent your agreement to set up a payment schedule for recollection, the Carrier will commence off-setting your TPA. Therefore, the amount of $1,754.60 has been credited against your balance of $20,700.00

(Copy attached hereto as Exhibit T, emphasis added).

Again, pursuant to a telephone discussion, the undersigned concurred and stipulated with Andrea Gansen, quoted-above, that this is properly within the New York Dock forum jurisdiction. In a follow-up letter, the undersigned filed the following claim:

This is to acknowledge your letter to M.O. Coats, dated August 03, 2000 (**Provided for your ready reference as Attachment "1"**), copy to me. Please forward the letter from M.O. Coats to you, postmarked July 22, 2000, referenced in the first paragraph of your letter, as I did not receive a copy of same.

Please stand advised that the recognition clause contained in Article 40 c., MPUL Schedule Rules, recognizes that the General Chairman, who is the representative of the General Committee between sessions, is the only authorized representative to interpret the collective bargaining agreement. Further, as held by John B. LaRocco in Award No. 36, PLB 4264 (1994), settlements with Local Chairmen are always considered non-precedential and non-binding.

Further, while we agree with your interpretation of Side Letter No. 7 to the Kansas City Hub Implementing Agreement, i.e., that engineers accepting voluntary relocation allowances loose prior rights to turns in the Jefferson City-Kansas City Pool, as well as any other work originating in the Jefferson City area, we cannot agree that engineers accepting relocation allowances must purchase a home in the Kansas City area. There is no provision in the collective bargaining

agreement that requires that homes be purchased, and renting an apartment is sufficient to show relocation. In addition, there is no prohibition against employees owning or renting two (2) homes, one at either end of the railroad, or any other location.

We have many examples of engineers renting or owning private residences at the away from home terminal, *and the Carrier paying these engineers a portion of the cost of the Carrier provided lodging as a normal allowance on every round trip.* As such, there is no prohibition of maintaining private residences at the away from home terminal, nor is there is a prohibition against receiving mail at this private residence, or maintaining a telephone number at this private lodging. Since Jefferson City is now M.O. Coats' away from home terminal, he has every right to maintain a private residence at that location, receive mail and maintain a telephone number. This is a long-standing common practice, and exists all over our entire system at away from home locations.

Since M.O. Coats has accepted the relocation allowance, his primary residence is at his home terminal, Kansas City, whether or not he rents or purchases a residence at that location.

The Carrier has no right to reimbursement of the relocation allowance, nor does the Carrier have the right to stop payment on reverse held away from home terminal arbitrary payments.

Please accept this as my claim on behalf of M.O. Coats for any monies improperly recouped from his relocation allowance, and for any monies improperly withheld from reverse held away from home terminal arbitrary payments due. Further, if any similar action is being conducted against any other engineer in Zone 3 of the Kansas City Hub, please accept this as my claim on their behalf for any monies improperly recouped from their relocation allowance, and any monies improperly withheld from reverse held away from home terminal arbitrary payments due.

Please advise as to the names of other engineers being treated in this manner.

This to confirm my verbal notice to you that the Carrier has waived its right to discipline any of these employees under the time limit for charging employees in the System Agreement - Discipline Rule, dated March 21, 1996. Marvin H. Hill, Jr., Referee in on-property Award No. 24851, N.R.A.B. (1st Div.), found, under similar circumstances, that the Carrier had breached this time limit rule, setting aside the discipline.

I am agreeable to discussing this dispute in our scheduled meeting in Kansas City on August 21-22, 2000.

Please advise.

(Copy attached hereto as Exhibit U).

Andrea Gansen responded on behalf of the Carrier by letter dated August 15, 2000:

> This letter refers to your letter dated August 10, 2000, regarding the Carrier's action to recollect the relocation allowance paid to Mr. M. O. Coats, as he failed to relocate pursuant to the agreement.
>
> I have enclosed a copy of Mr. Coats letter for your review. While you state that only the General Chairman has authority to interpret the Collective Bargaining Agreement, you should recognize that this is an issue governed by the New York Dock Conditions. As such, an employee is certainly able to pursue his personal claims under New York Dock.
>
> Furthermore, I cannot accept your conclusion that, since Mr. Coats has accepted the relocation allowance, his primary residence is now Kansas City. All other factors (mailing address, phone numbers, etc.) indicate that his primary residence is in New Bloomfield, not Kansas City. I agree that there is no prohibition against an employee having a place to stay at his away from home terminal, however, Mr. Coats instead has merely "a place to stay" at Kansas City, with his primary residence in New Bloomfield. Such a situation does not fall within the parameters of relocating under the hub agreement.
>
> Your claim on behalf of M.O. Coats for "any monies improperly recouped from his relocation allowance, and for any monies improperly withheld from reverse held away from home terminal arbitrary payments due" is denied. Mr. Coats receives held away from home terminal at his de facto away from home terminal at Kansas City. The Carrier will not pay held away at Mr. Coats' de facto home terminal of Jefferson City. Furthermore, as I copy you on any correspondence dealing with relocation recollection on your territory, you are aware of any other engineers in the same circumstances as Mr. Coats.
>
> Finally, your "verbal notice" that the Carrier has waived its right to discipline has no binding effect on the Carrier. At such time as the Carrier forwards notice to the "appropriate company officer" that the action to recollect the relocation money needs to be taken at the service unit level, then disciplinary action may be deemed warranted and timely. First Division Award 24851 does not have application in the case of Mr. Coats, as the facts of the two situations are not remotely similar.

(Copy attached hereto as Exhibit V).

The undersigned advised Andrea Gansen that there were other employees who had accepted relocation allowances on this territory, and other territories, that have not, in fact, bought a home at the new work location. One of the employees that had accepted a relocation allowance on the Claimant's territory, changing his work location from Jefferson City, Missouri to Kansas City, Missouri, was D.R. Snyder (Exhibit G). D.R. Snyder moved to an apartment in Independence, Missouri, shown in the CMS records as Apartment 4B, 9530 E. Winner Rd., Independence, Missouri 64053 – 1651 (Copy attached hereto as Exhibit W, at p. 5). Since this time, D.R. Snyder has moved to a new apartment, shown in the CMS records as Apartment 11, 17007 E. 24 Highway, Independence, Missouri 64056 (Copy attached hereto as Exhibit X, at p. 1). D.R. Snyder has never been required to pay his relocation allowance.

By letter dated May 31, 2000, Engineer T.E. Bryan was sent a letter from Andrea Gansen, advising that his relocation from Bloomington, Illinois, to Fort Meyers Beach, Florida, required repayment of his relocation allowance in the amount of $21,600.00, with a similar "agreement" for repayment attached (Copy attached hereto as Exhibit Y, at p. 1-2). Engineer Bryan advised that his wife lived in the Florida residence, and that he lived at a residence in Tremont, Illinois, so as to qualify for the relocation allowance (Copy attached hereto as Exhibit Y, at p. 3). Andrea Gansen advised Engineer Bryan, by letter dated June 20, 2000:

> I am in receipt of your letter postmarked June 12, 2000, referencing my May 31 letter to you regarding the relocation payment made to you under the provisions of the St. Louis Hub Implementation Agreement.
>
> Thank you for your timely response. You have demonstrated that your new residence is in Tremont, Illinois and not Florida. After reviewing the unique

circumstances of your situation, the Carrier will not pursue the recollection of the relocation money.

(Copy attached hereto as Exhibit Y, at p. 4).

Conductor J. P. Sevart, working on the same territory as the Claimant, was initially denied the relocation allowance from Jefferson City to Kansas City, wherein the Carrier stated, in part:

> Your work records indicate you are permanently assigned to the RE125 pool at Jefferson City. Notwithstanding the fact you were not required to relocate to Kansas City, the documents you provided indicate you are leasing from relatives in Raytown, MO for a period of three months ending February 28, 2001. In addition the "Deed of Trust" you provided for a lot in Jefferson City is not signed and is not sufficient evidence of home ownership.

(Copy attached hereto as Exhibit Z, at p. 2).

In spite of the above, the Carrier paid J. P. Sevart, confirmed by computer check data, and Carrier correspondence, dated November 16, 2001 (Copy attached hereto as Exhibit Z, at pp. 3-4).

Prior to the scheduled conference as to this dispute, in August 2000, Andrea Gansen left the employment of the Carrier. She was replaced by Ms. C.J. Sosso, in September, 2000, who had to move from Spring, Texas to Omaha, Nebraska. Ms. Sosso took the position that the instant case should be handled in a "piecemeal" fashion, where some of the issues would be Railway Labor Act, Section 3 issues, and others would be New York Dock forum issues. The undersigned disagreed during several discussions as to this matter, holding that the entire case was within the jurisdiction of a New York Dock Arbitrator, and that to handle the matter as a split cause of action could create opposite decisions within the same set of facts, causing confusion, and wasting arbitral resources and efficiencies. Ms. Sosso insisted as to her position, and the undersigned,

without waiver of his position, agreed to by Andrea Gansen, that the entire dispute was within New York Dock jurisdiction, filed parallel claims with the time-keeping department, declined by letter dated October 11, 2000 (Copy attached hereto as Exhibit AA), wherein Tony Zabawa, General Director Timekeeping, stated:

> All claims for relocation allowances are handled directly through the office of Labor Relations and those claims addressed in your letter are declined. Any future questions concerning this subject should be addressed directly to Catherine Sosso, Director of Labor Relations.

Ms. Sosso advised that her files were incomplete, requesting the undersigned to re-copy portions of the file, and forward same onto her, which was done. In addition, the undersigned requested an accounting of all monies recollected. Several conferences were held with Ms. Sosso. The undersigned memorialized some of the above in his letter dated January 12, 2002, (Copy attached hereto without attachments as Exhibit BB). Ms. Sosso responded by letter dating March 5, 2002, also providing a partial, alleged accounting of the recollection as of that date (Copy attached hereto as Exhibit CC).

Ms. Sosso was transferred to a different position within the Carrier, and her duties fell to R.D. Rock, Director of Labor Relations; as such, the undersigned, by letter dated April 2, 2002, corrected Ms. Sosso's statements in her March 5, 2002 letter as to the October 10, 2001 conference, where all claims and supporting documents were made available by the Organization, briefly reiterating the Organization's position as to each case, requesting New York Dock Arbitration (Copy attached hereto as Exhibit DD).

R.D. Rock responded by letter dated April 9, 2002, supplemented by his letter dated April 12, 2002, advising that the instant claims were governed by Section 3 of the Railway Labor Act, rather than New York Dock jurisdiction, taking a completely opposite position from Andrea Gansen's position, already agreed to by the undersigned

(Copy attached hereto as Exhibit EE, at p. 1-2). The undersigned requested a New York Dock Arbitrator assignment from the National Mediation Board. The Carrier agreed to Arbitrator John B. LaRocco, without waiver of its position (Copy attached hereto as Exhibit FF).

The Carrier, by the Organization estimate, has improperly deducted in excess of $39,000 from the TPA earnings of Claimant Coats, has failed to pay him reverse held-away-from-home allowance payments (Copy attached hereto as Exhibit GG), his reverse lodging, has improperly recollected relocation allowances, and restricted his seniority right to relocate.

POSITION OF EMPLOYEES

The undersigned concurred and stipulated with Andrea Gansen that the instant dispute was within the jurisdiction of a New York Dock Arbitration Committee; Ms. Gansen specifically made this position clear in her letters of June 26, 2000 and August 3, 2000, to the Claimant herein:

> As delineated above, I must find that you violated the terms of your relocation agreement and the hub agreement. ***As a result, your job will remain headquartered at Jefferson City. Furthermore, you should note that this situation has its genesis in the New York Dock Conditions and the hub agreement. Therefore, should you wish to pursue this matter, the proper forum for resolution of this issue is New York Dock arbitration.***
>
> (Copy attached hereto as Exhibit R, emphasis added).
>
> ....
>
> ***This matter is clearly governed by the dispute resolution mechanisms of the New York Dock Conditions. The entirety of your relocation and allowance has its genesis in the Hub Agreement created due to the Surface Transportation Board's decision in Finance Docket 32760, which applied New York Dock Conditions to the Union Pacific/Southern Pacific merger. I do not know what case you refer to at the First Division with reference to the North Little Rock/Pine Bluff Hub. If it deals with the time a train comes to rest, it sounds***

like a dispute over collective bargaining agreement language, clearly governed by the RLA dispute resolution process. Should you need further clarification, please review NRAB Second Division Award 13265. Additionally, I do not know of any New York Dock relocation dispute that has been adjudicated by the First Division. The Carrier reaffirms its positions that this matter must be progressed in accordance with the provisions of the New York Dock Conditions. I am agreeable to conference this claim with you, please contact me by phone (402/271-6607) to set up a mutually agreeable time and date.

(Copy attached hereto as Exhibit T, emphasis added).

Where the undersigned agrees with the initial Carrier representative as to the proper jurisdiction of instant claims, the Carrier cannot come in later and create a procedural "shell game," splitting the causes of action so as to create a piece meal, possibly conflicting, resolution. Although the undersigned has no knowledge of any New York Dock decisions on point, the First Division prohibits piece meal handling of claims:

> The question is whether the same controversy may be brought to this Division piecemeal, a practice which would seem not to be contemplated by the provision of Section 3 (m) of the Railway Labor Act, and which is neither fair to the parties nor proper practice if the Division is to function efficiently.
>
> Heretofore this Division has not adopted a definite rule as to the divisibility or indivisibility of a controversy by the initial submission of a protest and by a later claim for monetary compensation for the persons directly involved in the protest. For instance, in Award No. 1956, Docket No. 1209, this Division, without a referee, denied a money claim because "The controversy that formed a basis of this claim was disposed of by this Division's Award No. 52"; while in Award No. 5837, with a referee, expressly invited subsequent money claims by sustaining the protest "without prejudice to subsequent handling of claims for compensation subject to proper deductions of earnings received from the carrier."
>
> This Division hereby definitely adopts the rule that controversies are not divisible and may not be brought to it separately as protest and as claim for compensation.

Award No. 6334, NRAB (1st Div. Johnson) (Copy attached hereto as Exhibit HH).

Arbitral efficiency and fair resolution of this dispute requires that it be handled by one forum for complete, non-conflicting resolution, as originally stipulated by Andrea Gansen.

Moreover, where former BLE General Chairman D. E. Thompson filed for an "in lieu of" relocation allowance as an individual, NRAB Case No. 00-1-2209, W. S. Hinckley, on behalf of the Carrier, filed a submission, contending, in part, that NRAB jurisdiction was improper, that jurisdiction to resolve the issue was exclusive before a New York Dock Arbitration Committee (Copy attached hereto as Exhibit II, at p. 5).

The "In lieu of" provisions as to relocation allowances are a recent trend in New York Dock merger agreements wherein the parties reduce paperwork, inefficiencies, time-loss, and monetary loss by having set standards and monetary amounts for relocations. The only authority on point was decided by a New York Dock Arbitrator, Eckehard Muessig, wherein, in reviewing the agreement there, found:

> The issue in this case is whether the eight (8) Claimants "actually" moved their "primary residence" within the meaning of Section II of the Implementing Agreement.
>
> The Carrier, in its brief, and in much of its correspondence, has inserted the word "permanent" before the word "primary." This linkage, which goes to "domicile," is not supported by the record. As properly noted by the Organization, Section II(e)(3) Note and (4) Note do not refer to the term "permanent". These sections only refer to "primary residence." According to the ordinary dictionary meaning, the word "primary" means occurring first in time or sequence, first in order, or chief. In turn, this means that the Claimants do not have to sell their home, and that they can have two "residences" and still be eligible for the Lump Sum payments at issue here.
>
> Obviously, reasonable people may disagree on how the word "primary" should be understood in the context of this particular Agreement and the facts and circumstances of the eight cases now before the Board.
>
> ....

Nonetheless, it is also instructive, indeed necessary, to examine why the parties agreed to the Agreement of March 20, 1998. Clearly, as is the norm when New York Dock labor protective conditions have been imposed, the parties agree to a procedure on how to handle the sale of homes (if applicable), moving expenses, the transfer of actual work, positions and employees who wish to follow the work. These kinds of negotiations result in Implementing Agreements. Obviously, a major element of these Implementing Agreements focuses on personal matters associated with movement of employees to a new geographic work location. In this dispute, Section II of the Implementing Agreement was developed to deal with those personal issues.

The Carrier and Organization, when each signed the Agreement, agreed that Lump Sum payments could be taken in lieu of reimbursement for individual expenses, such as selling of home, movement of household goods, etc. associated with a change of residence. The purpose of the Lump Sum option was to simplify the administrative steps and paperwork needed when New York Dock benefits had been applied. However, if an employee elects to take the Lump Sum payment, this does not mean that the Carrier may not require satisfactory evidence, as applicable, to show that the actual primary residence has been changed.

What has unnecessarily complicated the eight cases before the Board is that the Carrier did not have specific guidelines as to what kind of evidence the employees needed to show a change of their primary residence.

....

Accordingly, the facts and circumstances of each of the eight Claimants must be examined in the context of the elements noted above. When the parties signed off on the Agreement which stated that, "It is understood [the employee] must actually move his primary residence to be eligible for [benefits]," there is strong, perhaps even compelling, evidence that the parties meant that the substantive elements that make up a primary residence would be present in the new residential location.

The state language does not require a sale of a home or the purchase of another home at the new location. If this were so, the parties would have stated it in the Agreement.

....

As to the question of consistency, a major criticism of the approach taken here might lie along the line that some employees, even though they may have moved their families and chattel to the new location, nevertheless did not sell their old houses at the prior location and may even intend to retire there at some unspecified future time. However, nothing in the Agreement precludes this

> arrangement, as we noted earlier, provided that the employee actually moved his "primary residence" as evidenced by the establishment of "intimate local ties" at the new location. As we noted at the outset of this discussion: "Home is where the heart is." And, on a day-to-day basis, an employee's "primary-residence" is that place where his or her life is focused, rather than some temporary, makeshift place of mere convenience, devoid of "intimate local ties."
>
> (Copy attached hereto as Exhibit JJ).

The Carrier has shifted its criteria as to the requirements for relocation allowances wherein it has permitted other employees, such as Engineer D. R. Snyder, to obtain relocation allowances where those employees have relocated to an apartment, rather than purchase a new home (see, Exhibit W at p. 5; Exhibit X at p. 1). Moreover, the fact that the Claimant's wife lives in New Bloomfield, Missouri, rather than Independence, Missouri, has no bearing where Engineer T. E. Bryan's wife lives in Fort Meyers Beach, Florida, and Engineer Bryan was granted a relocation allowance for a location in Tremont, Illinois (see, Exhibit Y, at pp. 1-4). Further, the Carrier paid J. P. Sevart, regardless of the fact that he was renting from relatives in the Kansas City suburb of Raymore, Missouri (Exhibit Z, at pp. 1-4). Such conduct under the same Agreement, or an identical Agreement provision in a separate Hub, waives the Carrier's position in the instant case, requiring a result in keeping with the "Interpretation" made by Arbitrator Muessig:

> The Chairman found himself in agreement with the Organization when it objected to the "shifting criteria" used to decide the claims as they were being processed by the Carrier. The problem which arose were primarily created by the Carrier which did not set at the outset clear and unambiguous standards by which it would make its decisions. Had the Carrier established clear standards in the beginning, based on the kinds of examples set forth in the Award, and had the Carrier applied these standards in a consistent manner, the issues would have been settled early on.

> In summary, I found the evidence submitted by the Organization for six (6) of the Claimants to be credible and consistent with the examples in the Award.
>
> (Copy attached hereto as Exhibit JJ at p. 23)

Not only did the Claimant relocate to an apartment in Independence, Missouri, expending funds for a lease, utilities, the movement of furniture and household goods, but he gave up a valuable Agreement right to the protection provided by Attachment D, and Side Letter No. 7, that protects employees at Jefferson City with prior rights to the work between Jefferson City and Kansas City, beyond the rights of other Zone 3 employees, as enforced and protected by Arbitrator John B. LaRocco in the Award attached hereto as Exhibit A. It cannot be that the Claimant should give up such a valuable right and not be considered to have relocated.

Finally there is a question as to the Carrier's right to recollect monies without a repayment agreement; if the Carrier had a unilateral right to recollect funds, there would be no purpose in the "Agreement for Repayment" attached to the Carrier's letter, dated June 2, 2000 (Exhibit N, at p. 2). By having asked for a contract, the Carrier admitted it had no pre-existing, unilateral, self-help, managerial right. Moreover, without waiver of the foregoing, *arguendo*, but incorrectly, if the payment was disputed, the Carrier was constrained by the 60 day time limit within the System Agreement – Claim Handling Process, Section 2 (Copy attached hereto as Exhibit KK). Failure to comply with the Agreement, the Carrier loses any authority to refuse payment. Award No. 15678, NRAB (1st Div. O'Malley) (Copy attached hereto as Exhibit LL).

The Organization, without waiver of the above positions, also submits that should the Carrier prevail, that the Carrier has recollected funds far in excess of the amount

originally asserted by Andrea Gansen. As such an accounting must be made, jurisdiction retained, and remedy ordered, regardless of the decision on the merits.

Further, the Organization requests interest to be paid on any monies owed to Claimant.

Respectfully submitted,



Charles R. Rightnowar
General Chairman
Brotherhood of Locomotive Engineers
320 Brookes Dr. Ste. 115
Hazelwood, MO 63042

ORGANIZATION EXHIBIT

A

ARBITRATION COMMITTEE

In the Matter of the Arbitration between:	)	Pursuant to Article 1, § 11 of the New York Dock Conditions
BROTHERHOOD OF LOCOMOTIVE ENGINEERS,	)	
Organization,	)	I.C.C. Finance Docket No. 32760
and	)	
UNION PACIFIC RAILROAD COMPANY,	)	
Carrier.	)	**OPINION AND AWARD**

Hearing Date: August 17, 2000
Hearing Location: Roseville, California
Date of Award: September 15, 2000

MEMBERS OF THE COMMITTEE

Neutral and Sole Member: John B. LaRocco

APPEARANCES

For the Carrier

Andrea Gansen
Director Labor Relations
Union Pacific Railroad Company
1416 Dodge Street
Omaha, NE 68179

For the Organization

Don M. Hahs
Vice-President
Union Pacific Railroad Company
1011 St. Andrews
Kingwood, TX 77339

Charlie Rightnowar
General Chairman
UP Eastern Region Committee
Brotherhood of Locomotive Engineers
320 Brookes Drive, Suite 115
Hazelwood, MO 63042

Michael Coats
Vice General Chairman
SSW Committee
Brotherhood of Locomotive Engineers
320 Brookes Drive, Suite 115
Hazelwood, MO 63042

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OPINION OF THE COMMITTEE

I. INTRODUCTION

The United States Surface Transportation Board (STB) approved the application of the Union Pacific Railroad Company (Former UP) to control and merge with the Southern Pacific Transportation Company (SPT) and its subsidiaries. [Finance Docket No. 32760.] One of the SPT's subsidiaries was the St. Louis Southwestern Railway (SSW). As a condition of the merger, the STB imposed on the merged Carrier (UP) the employee protective conditions set forth in *New York Dock Railway-Control-Brooklyn Eastern District Terminal*, 360 I.C.C. 60, 84-90 (1979); affirmed, *New York Dock Railway v. United States*, 609 F.2d 83 (2nd Cir. 1979) ("New York Dock Conditions") pursuant to the relevant enabling statute.

Subsequent to the merger, the Brotherhood of Locomotive Engineers (BLE) and the Carrier herein negotiated a number of merger implementing agreements. This dispute concerns the proper interpretation and application of two of these merger implementing agreements: the St. Louis Hub Merger Implementing Agreement and the Kansas City Hub Merger Implementing Agreement. Therefore, this case properly falls within the ambit of Article 1, § 11 of the New York Dock Conditions.

At the August 17, 2000 hearing, the Organization and Carrier waived the Tripartite Arbitration Committee set forth in Article 1, § 11 of the New York Dock Conditions. They agreed that the undersigned would act as the sole and neutral member of the Arbitration Committee.

In addition, the parties stipulated to the following Question at Issue:

> If an employee named in Attachment D of the Kansas City Hub Agreement voluntarily relocates from Jefferson City to Kansas City,

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does he maintain prior rights to positions on the Jefferson City to Kansas City pool pursuant to Side Letter #7?

The parties, including four Committees of the Organization, filed submissions and/or letters with the Arbitration Committee on or before the August 17, 2000 hearing. At the hearing, the Committee heard extensive argument and the matter was deemed submitted.

II. BACKGROUND AND SUMMARY OF THE FACTS

Prior to the merger, Jefferson City, Missouri, was the home terminal for former UP engineers working in pool freight service to Kansas City, Missouri. Jefferson City was also the home terminal for SSW engineers working in through freight service from Jefferson City to both Kansas City and St. Louis, Missouri.[1] Many of the former UP and SSW engineers resided in the Jefferson City vicinity. The former UP engineers held seniority on UP Merged Seniority Roster Number One while the SSW engineers apparently held both point and system seniority.

To efficiently integrate the SPT with the former UP, the Carrier planned to operate a hub and spoke through freight system. With regard to the territory pertinent to this case, the Carrier contemplated that St. Louis and Kansas City would become hubs. Jefferson City would become a point on spokes emanating from both hubs, which would eliminate Jefferson City as a home terminal. Consistent with these plans, St. Louis became the home terminal for engineers in pool freight service between St. Louis and Jefferson City. However, as will be explained more fully in the ensuing paragraphs, Jefferson City remained a home terminal for many engineers even after the consummation of the two hub merger implementing agreements.

---

[1] St. Louis was the home terminal of former UP engineers performing through freight service between St. Louis and Jefferson City.

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In sum, the Organization and the Carrier agreed that those engineers residing in Jefferson City, on the date of the Carrier's notice (January 30, 1998) to designate Kansas City as a hub, could indefinitely continue to reside in Jefferson City.[2] Those engineers granted the right to indefinitely maintain their residences in Jefferson City are identified in Attachment D to the July 2, 1998 Kansas City Hub Merger Implementing Agreement.

Before the parties negotiated the Kansas City Hub Merger Implementing Agreement, the Carrier memorialized certain commitments to the former UP and SSW engineers residing in Jefferson City. Side Letter No. 16 of the St. Louis Hub Merger Implementing Agreement, which is dated April 15, 1998, reads:

> This has reference to the Merger Implementing Agreement for the St. Louis Hub entered into this date.
>
> During our negotiations it was recognized that there are inherent difficulties in implementing a merged operation in the St. louis Hub and "carving out" the operations and employees between Jefferson City and Kansas City to become part of the Kansas City Hub without a corresponding Merger Implementing Agreement for the Kansas City Hub. This is a problem inherent in implementing merged hubs on a phased basis, and in all hubs this cascading effect has required the parties to use their imagination to develop temporary solutions to cover the interim period between implementing agreements covering adjoining hubs. Such a need is recognized here with regard to the St. Louis Hub.
>
> The Organization has requested that Carrier make certain written commitments regarding the merged operation in the Kansas City Hub between Kansas City and Jefferson City which are necessary in order for it to agree to relinquish that territory from the

[2] The Organization submits that certain externalities, including political pressure, propelled the Carrier to agree to permit Jefferson City engineers to maintain their residences in Jefferson City, not just for the duration of their New York Dock protective periods but for their entire railroad careers.

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seniority roster for the St. Louis Hub. Those commitments are as follows:

1. Those former UP and SSW engineers who resided at Jefferson City or vicinity on the date of the notice served for the Kansas City Hub will be allowed to continue to maintain their residences at that location so long as pool freight service between Kansas City and Jefferson City and extra board work at Jefferson City continues to exist and such employees possess sufficient seniority to hold such assignments.

2. The engineers described above may voluntarily relocate to Kansas City under the Merger Implementing Agreement for that hub; however, they will not be required to do so and will be allowed to continue to reside at Jefferson City on an attrition basis.

3. It is intended that the pool freight operations between Kansas City and Jefferson City will ultimately be home terminaled at Kansas City. The details surrounding how that change will be accomplished will be negotiated in the Implementing Agreement for the Kansas City Hub.

Several months later, on July 2, 1998, the parties entered into the Kansas City Hub Implementing Agreement which divides terminal, local and through freight service into, out of and near Kansas City into various seniority zones. Article 1.C. sets the Zone Three seniority district as the territory between Kansas City and Jefferson City. The parties specified the rights and obligations of Jefferson City engineers in Article 1.C.2.a. as follows:

2. All former UP Kansas City to Jefferson City and former SSW Kansas City to Jefferson City pool operations shall be combined into one (1) pool with Kansas City as the home terminal. Jefferson City will serve as the away-from-home terminal. Engineers operating between Kansas City and

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Jefferson City may utilize any combination of UP or SSW trackage between such points.

a. The parties agreed in Article 1.A.4.a. of the St. Louis Hub Merger Implementation Agreement the Kansas City to Jefferson City pool would be slotted on a work equity basis. Attachment "C" lists the slotting order for the pool. Former SSW and UP engineers residing at or in the vicinity of Jefferson City shall have prior rights to said pool turns. The engineers subject to this prior rights arrangement are identified on Attachment "D". If turns in excess of that number are established or any of such turns be unclaimed by a prior rights engineer, they shall be filled from the zone roster, and thereafter from the common roster. The parties further agreed in Side Letter No. 16 of the St. Louis Hub Agreement to allow former UP and SSW engineers residing in Jefferson City or vicinity on the date notice was served to begin negotiations for the Kansas City Hub (notice dated January 30, 1998) to continue to maintain their residences at that location so long as pool freight service between Kansas City and Jefferson City and extra board work at Jefferson City continue to exist and such engineers possess sufficient seniority to hold such assignments. Such engineers will be allowed to continue to reside at Jefferson City on an attrition basis subject to the terms and conditions of this Merger Implementing Agreement (See Side Letter No. 7).

The parties elaborated on the status of Jefferson City engineers and established an attrition formula in Side Letter No. 7 to the Kansas City Hub Merger Implementing Agreement. The pertinent paragraphs (the second, third and fourth paragraphs) of Side Letter No. 7 provide:

> In Side Letter No. 16 of the St. Louis Hub Merger Implementing Agreement and referenced in Article I.B.3.a. of Kansas City Hub Merger Implementing Agreement, the parties agreed to allow former UP and SSW engineers residing at or in the vicinity of Jefferson City to continue to maintain their residences at that location subject to the language of Side Letter No. 16.

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> The Carrier intends to have Kansas City as the home terminal for all engineers performing service in the Kansas City to Jefferson City pool. The present UP and SSW engineers at Jefferson City covered by this Agreement will be eliminated by attrition. When a former UP or SSW engineer, residing at or in the vicinity of Jefferson City, vacates his pool assignment through retirement, resignation, voluntary seniority move/relocation, etc., and it is not claimed/occupied by a prior rights Jefferson City engineer covered by this Side Letter, such position will no longer be maintained at Jefferson City but will be readvertised as having Kansas City as the designated home terminal.
>
> Initially, upon implementation of this Agreement, the home terminal for the Kansas City to Jefferson City pool will be Jefferson City. (Note: This does not modify or nullify the provisions of Side Letter No. 23 to the St. Louis Hub Merger Implementing Agreement). Sufficient pool turns (along with extra board positions, as described below) shall be established to accommodate those engineers identified on the Attachment to this Agreement. After date of implementation, pool turns which are advertised which exceed the number necessary to fulfill this arrangement may be filled by any other Kansas City Hub engineers. Engineers residing at or in the vicinity of Kansas City who perform service in this pool will be afforded reverse lodging and HAHT privileges at Jefferson City.

The sixth paragraph of Side Letter No. 7 provides that the home terminal will shift from Jefferson City to Kansas City when 51 percent of the pool turns are occupied by engineers at Kansas City. This paragraph also affords Jefferson City engineers lodging and held away from home terminal (HAHT) privileges at Kansas City with layoff privileges at Jefferson City (once Kansas City became the home terminal). Since engineers at Jefferson City can voluntarily relocate to Kansas City before the home terminal shifts, those engineers currently receive lodging and HAHT privileges at Jefferson City.

Subsequent to July 8, 1998, several former UP and SSW engineers listed on Attachment D of the Kansas City Hub Merger Implementing Agreement voluntarily opted to move their residences

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from Jefferson City to Kansas City.[3] In essence, the question at issue concerns whether or not those engineers, who voluntarily relocated from Jefferson City to Kansas City, should now be considered attrited within the meaning of the Kansas City Hub Merger Implementing Agreement and thus, removed from Attachment D. While the question at issue arose within the context of the Carrier seeking to cut Jefferson City - Kansas City pool turns, this Committee will answer the Question at Issue without expressing any opinion on whether or not the Carrier has the ability to unilaterally cut turns.[4] To reiterate, we emphasize that nothing in this Opinion should be construed to mean that the Carrier may or may not cut turns in the Jefferson City - Kansas City pool.

III. THE POSITIONS OF THE PARTIES

A. The Position of the BLE SSW Committee

The sole type of prior rights for engineers listed on Attachment D, who operate through freight assignments between Kansas City and Jefferson City, are the rights allocated in Attachment C and more fully described as Zone Three of the Kansas City Hub. There are no other prior rights. Nowhere does the Kansas City Hub Agreement give super prior rights to any group of engineers. The Kansas City Hub Agreement grants Attachment D engineers Zone Three prior pool rights.

Side Letter No. 16 provided that the engineers identified on Attachment D could remain at Jefferson City but, their places of residence did not have any impact on the nature or type of their prior rights so long as they stayed in the Zone Three Kansas City district. Indeed, the number of engineers listed in Attachment D to the Kansas City Hub Agreement is exactly the same number of

[3] These engineers collected a relocation allowance.

[4] All of the BLE Committees contend that the Carrier is explicitly and implicitly prohibited from unilaterally cutting such turns. On the other hand, the Carrier asserts that it has the ability to adjust the pool.

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engineers performing service in Zone Three at the time the list was developed. Thus, Zone Three and the prior rights are one and the same concept.

Stated differently, after implementation of the Kansas City Hub Agreement, the engineers on Attachment D had a choice of staying in Jefferson City or relocating to Kansas City. The parties intended to give engineers an unfettered choice of deciding whether to live in Kansas City or Jefferson City. The choice was entirely voluntary. To be voluntary, the choice could not involve the relinquishment of any prior rights. Therefore, moving their residences to Kansas City had no impact on the prior rights of Attachment D engineers so long as they did not move beyond Kansas City. Their prior rights remained Zone Three regardless of whether they resided in Jefferson City or Kansas City.

Attrition from Attachment D occurs when an engineer vacates his pool assignment, not when an engineer moves his residence to Kansas City. The engineers, who voluntarily relocated to Kansas City, continue to fill the same pool assignments between Kansas City and Jefferson City that they occupied when they resided in Jefferson City. Thus, their change of residences did not require the engineers to vacate their pool assignments. Put simply, these engineers did not attrite. The Kansas City Hub Agreement provides that an engineer attrites only upon a "voluntary seniority move/relocation." It is important to note that a "/" rather than a "," or an "or" appears in this clause. To attrite, an engineer must either engage in a voluntary seniority move or a voluntary seniority relocation. The parties did not intend for attrition to apply to an engineer who merely changed his residence within the same prior rights zone since such a move does not involve a change of seniority. The purpose of this language was to govern the rights of those prior SSW engineers who held

systemwide seniority. If they moved their seniority to other zones in the Kansas City Hub, or elsewhere, they attrited from Attachment D.

Last, double ended pools are not uncommon on this property and so, it is logical that engineers would not lose prior rights when they move to their homes from one terminal to another in the same seniority zone.

The BLE SSW Committee requests that the Question at Issue be answered affirmatively.

B. The Carrier's Position

An engineer who voluntarily relocates his residence from Jefferson City to Kansas City does not maintain prior rights to positions in the Jefferson City - Kansas City pool. The plain language of Side Letter No. 7 gives protected, prior rights to employees residing in Jefferson City. Voluntarily relocating one's residence from Jefferson City removes the engineer from this protected group.

The plain language of Side Letter No. 7 shows that an engineer attrites from Attachment D if the engineer moves his residence from Jefferson City. Side Letter No. 7 provides that attrition occurs by retirement, resignation or voluntary seniority move/relocation. The latter phrase covers either a voluntary seniority move or a voluntary relocation (such as, an engineer moving his residence to Kansas City). The language in Side Letter No. 7 goes on to state that if a position vacated by an attriting engineer is claimed by a prior rights Jefferson City engineer, the position remains within the ambit of protection. However, if the position is not claimed by a prior rights Jefferson City engineer, then the job is re-designated with Kansas City as the home terminal.

The Committee should interpret the provisions of Side Letter No. 7 in harmony with the terms of Side Letter No. 16 to the St. Louis Hub Agreement. Side Letter No. 16 afforded Jefferson City engineers the option of voluntarily moving to Kansas City. Side Letter No. 7 restated this option but with the added condition that the relocation results in the engineer's attrition from Jefferson City as the home terminal.

The BLE SSW Committee contends that the prior rights are not just for keeping Jefferson City as a home terminal but rather, the prior rights cover any pool job between Kansas City and Jefferson City without regard to the home terminal of the position. Such an interpretation is contrary to the plain language of the two Side Letters and would stymie the purpose of the protection which was to safeguard work for those engineers who elected to maintain their residences in Jefferson City. In the extreme, the BLE SSW's construction of Side Letter No. 7 could conceivably force a junior engineer residing at Jefferson City to move (to enable the engineer to work) which defeats the whole purpose of Side Letter No. 16 and Side Letter No. 7.

If this Committee determines that the contract language is ambiguous, the Carrier's interpretation is the most reasonable construction of Side Letter No. 7. The parties built a protective circle around Jefferson City. As stated previously, the BLE SSW Committee's interpretation would expand the circle to include those engineers residing in Kansas City simply because, at some remote time in the past (after Attachment D was promulgated), the engineers resided at Jefferson City.

In addition, it was the intent of the parties that attrition would operate to eventually move all of the positions to Kansas City. It makes sense that this attrition would occur when an engineer moves his residence from Jefferson City to Kansas City.

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The Carrier seeks a negative answer to the Question at Issue.

C. The Position of the BLE Committee UP-Central Region

The Kansas City Hub Agreement provided engineers with prior rights according to zones. In addition, an engineer who had prior rights to work in a particular zone also held common seniority to claim a position in any zone not filled by an engineer holding prior rights in the particular zone. The former SSW engineers and UP engineers at Jefferson City were placed in Zone Three per the Kansas City Hub Agreement. They hold prior rights to all Zone Three work regardless of their residence. In addition, according to Side Letter No. 16 of the St. Louis Hub Agreement and Side Letter No. 7 of the Kansas City Hub Agreement, those engineers living in Jefferson City were granted additional prior rights to work originating in Jefferson City, that is, pool freight service between Jefferson City and Kansas City. The parties identified these engineers in Attachment D to the Kansas City Hub Agreement. Thus, the engineers residing in Jefferson City were granted an additional level of prior rights or super prior rights over and above the prior rights afforded to Zone Three engineers.

The plain language of Side Letter No. 16 provides that the engineers could continue to reside in Jefferson City on an attrition basis. Side Letter No. 7 reiterated and clarified their right to reside at Jefferson City. Side Letter No. 7 clearly provides that those engineers residing at Jefferson City hold prior rights to work at the Jefferson City terminal, including freight pool service between Jefferson City and Kansas City, subject to attrition. Attrition will occur because the work will gradually shift to Kansas City where Zone Three employees initially residing in Kansas City or Zone Three employees who had relocated to Kansas City have prior rights to the attrited work.

It is sensible and it is logical that an engineer who collects a lucrative relocation allowance when the engineer moves from Jefferson City to Kansas City attrites from Attachment D.[5] If the position held by the engineer who moves to Kansas City is not claimed by a prior rights engineer residing in Jefferson City, the position is redesignated for Zone Three at the Kansas City terminal. The super prior rights for this position end. Over time, all positions will incrementally shift to Kansas City via this kind of attrition (as well as the resignation and the retirement of engineers who continue to reside in Jefferson City).

In summary, those engineers who voluntarily relocated to Kansas City are reduced from the prior rights Jefferson City freight pool protection. Stated differently, the engineer is expunged from Attachment D but continues to enjoy Zone Three prior rights per the Kansas City Hub Agreement.

The BLE Committee for the UP Central Region urges the Committee to answer the Question at Issue in the negative.

D. Other Positions

Two other BLE committees filed letters with this Committee. While the BLE UP Central Region Committee suggests that these other two committees support its position, a close perusal of the letters reveals that neither committee reached the crux of the issue herein.

IV. DISCUSSION

As the parties argue, this Committee must start its analysis of this dispute by examining the plain language written by the negotiators in Side Letter No. 16 of the St. Louis Hub Agreement,

[5] Under the interpretation advanced by the BLE SSW Committee, the relocating engineer gains a generous relocation benefit without any sacrifice. The parties wanted to give engineers the option of moving to Kansas City, not to reward them for exercising this voluntary option.

Article 1.C. of the Kansas City Hub Agreement and Side Letter No. 7 of the Kansas City Hub Agreement. This Committee rightfully presumes that experienced negotiators intend to write down the words which appear in their agreements and that they expect this Committee to follow the usual and ordinary meaning of those words. Extrinsic evidence such as negotiating history or past practice is only relevant to interpreting the provisions of the parties' agreements if the language therein is unclear, ambiguous, vague or contradictory.

After closely reviewing all of the contractual provisions pertinent to this dispute, this Committee concludes that the plain language of the Agreements provide special, and perhaps, unique rights to engineers indefinitely maintaining their residences in Jefferson City and these rights are expressly predicated on the engineers keeping their residences in Jefferson City. For the reasons more fully explained below, this Committee answers the Question at Issue in the negative.

Beginning with Side Letter No. 16 of the St. Louis Hub Agreement, as reinforced by Article 1.C. of the Kansas City Hub Agreement and concluding in Side Letter No. 7 of the Kansas City Hub Agreement, the parties carved out a special status for those Jefferson City engineers who continued to maintain their residences at that location. In other words, the plain and express language found in those three provisions demonstrate the negotiators' intent to establish a unique protective arrangement for engineers keeping their residences in the vicinity of Jefferson City. Put simply, throughout the bargaining over the two hub agreements, the negotiators afforded Jefferson City special treatment but with an important condition: to retain this special status, the engineer had to reside and continue to reside at Jefferson City.

Our analysis starts with the clear and unambiguous language in the sentence labeled "2" in Side Letter No. 16. That sentence granted the Jefferson City engineers the option of voluntarily relocating to Kansas City but the parties contemplated that the option was subject to an "attrition" of engineers who "reside at Jefferson City . . . . ."[6] While Side Letter No. 16 did not spell out the "attrition basis," the bargain was struck. The language following the word "however" conclusively shows that the parties would later devise an attrition formula for those engineers who "continue to reside in Jefferson City." The parties were clearly making a distinction between an engineer who continues to reside in Jefferson City from an engineer who elects not to continue to reside at Jefferson City albeit, that election was entirely voluntary.

Thus, Side Letter No. 16 was the foundation for establishing special prior rights for engineers conditioned on their voluntary decision to continue to indefinitely reside in Jefferson City.

When the parties wrote Side Letter No. 7 to the Kansas City Hub Agreement, they had to develop an attrition formula because, in Side Letter No. 16, they already agreed that attrition would apply to the Jefferson City engineers.

The pertinent sentence in the third paragraph of Side Letter No. 7 provides that when an engineer residing in the vicinity of Jefferson City vacates a pool assignment through "retirement, resignation, voluntary seniority move/relocation, etc.," and, if another "prior rights Jefferson City engineer" does not claim the position, the position is then advertised with Kansas City as the home terminal. This language shows not only what events result in attrition but also demonstrates that those engineers continuing to reside in the vicinity of Jefferson City have a tier of prior rights over

[6] Certainly, the engineer had the absolute right to opt to move his residence to Kansas City. That is, the Carrier could not force an engineer to relocate.

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and above Zone Three prior rights. The parties would not have written words providing that the position remains at Jefferson City if claimed by another prior rights Jefferson City engineer if there was only one level of prior rights. If the interpretation advocated by the BLE SSW Committee were accurate, the parties would have simply wrote "Zone Three engineer" instead of describing the engineer as a "prior rights Jefferson City engineer."

With regard to attrition, this pivotal sentence also provides that an engineer attrites from the special prior rights upon a voluntary seniority move/relocation. In Side Letter No. 16, the parties expressly grant the engineer a right to "voluntarily relocate" to Kansas City. Almost exactly the same words, "voluntary relocation," appear in this critical sentence of Side Letter No. 7. Despite the appearance of this virtually identical wording in the two side letters, the BLE SSW Committee wants to divorce the term "voluntary relocation" in Side Letter No. 7 from "voluntarily relocate" in Side Letter No. 16 under the guise that the slash mark creates a different meaning for the term in Side Letter No. 7. The plain meaning of the slash mark is "or." The engineer either voluntarily makes a seniority move or voluntarily relocates. The adjective, "voluntary" modifies "seniority move" or "relocation." The BLE SSW Committee's contention that the relocation must involve a seniority move might be persuasive if the word "and" appeared in lieu of the slash mark. This Committee may not parse language to lead to a conclusion at odds with the usual and ordinary meaning of the words used by the negotiators.

Thus, when an engineer voluntarily moves his residence to Kansas City, the engineer attrites from Attachment D.

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Our interpretation of Side Letters Nos. 7 and 16 is supported by the express language in Article 1.C.2.a. which provides that if the number of pool turns between Kansas City and Jefferson City is "in excess of" the number originally established or if "any of such turns be unclaimed by a prior rights engineer," the position is filled by any engineer having Zone Three prior rights, or if not claimed by a Zone Three engineer, then an engineer from the common Kansas City Hub roster. If there was not any difference in the prior rights for engineers residing at Jefferson City, and the prior rights for engineers residing at Kansas City (that is, they all had the same Zone Three prior rights), there would be no reason for the parties to insert the language about the assignment of pool turns in excess of the number of established turns or turns unclaimed by a prior rights Jefferson City engineer. In addition, Article 1.C.2.a. unambiguously announces that "former SSW and UP engineers residing at or the vicinity of Jefferson City shall have prior rights to said pool turns." Again, the parties would not need to write this provision if the same prior rights attached to a Zone Three engineer regardless of whether the engineer resides in Jefferson City or Kansas City. This language definitively demonstrates that the place of residence was important. The parties do not write their agreement with the understanding that entire clauses or phrases will be rendered meaningless or superfluous. These two sentences in Article 1.C.2.a. militate against the construction advanced by the BLE SSW Committee. If the BLE SSW Committee's interpretation were correct, the parties would have written in exclusive Zone Three prior rights in these sentences as opposed to specifically providing prior rights to those Jefferson City engineers residing in Jefferson City.

In summary, the parties created special protections and special prior rights for engineers who kept their residences in Jefferson City. These special prior rights are above and beyond the Zone

Three prior rights for engineers at Kansas City or engineers who voluntarily relocate from Jefferson City to Kansas City because the latter attrite from Attachment D.

This Committee again emphasizes that we are not addressing whether the Carrier may or may not cut pool turns in the Jefferson City - Kansas City corridor.

AWARD AND ORDER

QUESTION AT ISSUE: If an employee named in Attachment D of the Kansas City Hub Agreement voluntarily relocates from Jefferson City to Kansas City, does he maintain prior rights to positions on the Jefferson City to Kansas City pool pursuant to Side Letter #7?

ANSWER: No.

Date: September 15, 2000

John B. LaRocco
Neutral and Sole Committee Member

ORGANIZATION EXHIBIT

B

AFFIDAVIT OF DENNIS E. PENNING

Dennis E. Penning, under oath, states the following facts:

1. I was the General Chairman, Brotherhood of Locomotive Engineers ("BLE"), Union Pacific Railroad-Eastern Region (former Missouri Pacific Railroad and former Chicago & Eastern Illinois Railroad), from May, 1995, until October, 1998.

2. In my capacity as General Chairman, I was personally involved in the negotiations of the Kansas City Hub Implementing Agreement, which was one of several "Hub" Agreements that established the labor conditions of the Union Pacific Railroad merger with the Southern Pacific Transportation Company, pursuant to Surface Transportation Board Finance Docket 32760.

3. The Union Pacific Railroad ("UP") management insisted that the Merger Implementation Agreements, pursuant to Finance Docket 32760, be negotiated on a "Hub" basis whereby the major terminals would be merged separately, with all of the inbound/outbound trackage to each terminal acting as "spokes" to the "Hub."

4. Each of these "Hubs" were negotiated separately in time, and implemented separately in time.

5. The Jefferson City, Missouri terminal, as well as the mainline trackage from Jefferson City, Missouri to Kansas City, Missouri, was originally a part of the UP Merged Roster No. 1, which had been created by the UP/MKT Merger Agreement dated December 9, 1998, pursuant to the Union Pacific Railroad Company/Missouri Pacific Railroad Company Merger with the Missouri-Kansas Railroad Company ("MKT") pursuant to Interstate Commerce Commission Finance Docket No. 30, 800. Merged Roster No. 1 originally included- - in

EXHIBIT B
PAGE 1 OF 3

addition to Jefferson City- - St. Louis, Missouri, Dupo, Illinois, and Poplar Bluff, Missouri, and all track in between.

6. During the negotiations related to Finance Docket No. 32760, the Carrier sought successfully to modify Merged Roster No. 1 (which became the St. Louis Hub) so as to "carve out" the terminal at Jefferson City, and the mainline trackage between Jefferson City and Kansas City, and insert them into the proposed Kansas City Hub. Both UP and St Louis Southwestern ("SSW") employees lived in the vicinity of the Jefferson City terminal, operating trains to Kansas City, and would be affected by the change.

7. As the St. Louis Hub Merger Implementing Agreement negotiations pre-dated the proposed Kansas City Hub Implementing Agreement negotiations, and since Jefferson City and the mainline trackage west to Kansas City, was to be "carved out," and moved to the proposed Kansas City Hub, an interim period letter of understanding was made as to Jefferson City and the mainline trackage west of Kansas City, known as Side Letter No. 16 of the St. Louis Hub Agreement.

8. The Kansas City Hub Merger Implementing Agreement was subsequently negotiated and signed on July 2, 1998, with my delegating Charles R. Rightnowar to sign on my behalf.

9. The former SSW and UP employees living in the Jefferson City vicinity were placed into Kansas City Hub in Zone No. 3. These employees, including the Zone 3 employees already living in Kansas City, held "prior rights" to all Zone 3 work as opposed to the employees of the other three Kansas City Hub Zones (Zones 1, 2, and 4).

EXHIBIT B
PAGE 2 OF 3

10. In addition to the Zone 3 prior rights, described above, held by all Zone 3 employees (regardless of location of residence within Zone 3) as opposed to the other Zones in the Kansas City Hub, those Zone 3 employees (both SSW and UP) living at pre-merger residences in the vicinity of Jefferson City, Missouri, were given additional "prior rights" to all work originating in Jefferson City terminal, including the freight pools operating between Jefferson City and Kansas City, pursuant to Article 1 C. 2.a. of the Kansas City Hub Implementing Agreement, Side Letter No. 7 of the Kansas City Hub Implementing Agreement, and were listed on Attachment D to the Kansas City Hub Implementing Agreement.

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

I, Dennis E. Penning, after being duly sworn upon my oath, state that I have read the foregoing, and the information contained therein is true and correct to the best of my knowledge, information, and belief.

Dennis E. Penning

SUBSCRIBED AND SWORN TO before me, a Notary public this 15th day of August, 2000.

Notary Public

INGA SYKES
Notary Public, State of Missouri
St. Louis City
My Commission Expires May 18, 2003

My Commission Expires:
May 18, 2003

EXHIBIT B
PAGE 3 OF 3

ORGANIZATION EXHIBIT

C

Side Letter No. 16

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This has reference to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

During our negotiations it was recognized that there are inherent difficulties in implementing a merged operation in the St. Louis Hub and "carving out" the operations and employees between Jefferson City and Kansas City to become part of the Kansas City Hub without a corresponding Merger Implementing Agreement for the Kansas City Hub. This is a problem inherent in implementing merged hubs on a phased basis, and in all hubs this cascading effect has required the parties to use their imagination to develop temporary solutions to cover the interim period between implementing agreements covering adjoining hubs. Such a need is recognized here with regard to the St. Louis Hub.

The Organization has requested that Carrier make certain written commitments regarding the merged operation in the Kansas City Hub between Kansas City and Jefferson City which are necessary in order for it to agree to relinquish that territory from the seniority roster for the St. Louis Hub. Those commitments are as follows:

1. Those former UP and SSW engineers who resided at Jefferson City or vicinity on the date of the notice served for the Kansas City Hub will be allowed to continue to maintain their residences at that location so long as pool freight service between Kansas City and Jefferson City and extra board work at Jefferson City continues to exist and such employees possess sufficient seniority to hold such assignments.

2. The engineers described above may voluntarily relocate to Kansas City under the Merger Implementing Agreement for that hub; however, they will not be required to do so and will be allowed to continue to reside at Jefferson City on an attrition basis.

3. It is intended that the pool freight operations between Kansas City and Jefferson City will ultimately be home terminaled at Kansas City. The details surrounding how that change will be accomplished will be negotiated in the Implementing Agreement for the Kansas City Hub.

Yours truly,

M. A. Hartman
General Director-Labor Relations

EXHIBIT C
PAGE 1 OF 1

ORGANIZATION EXHIBIT

D

MERGER
IMPLEMENTING AGREEMENT
(Kansas City Hub)

between the

UNION PACIFIC RAILROAD COMPANY
Southern Pacific Transportation Company
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

PREAMBLE

The U.S. Department of Transportation, Surface Transportation Board ("STB") approved the merger of the Union Pacific Corporation ("UPC"), Union Pacific Railroad Company/Missouri Pacific Railroad Company (collectively referred to as "UP") and Southern Pacific Rail Corporation, Southern Pacific Transportation Company ("SPT"), St. Louis Southwestern Railway Company ("SSW"), SPCSL Corp., and the Denver & Rio Grande Western Railroad Company ("DRGW") (collectively referred to as "SP") in Finance Docket 32760. In approving this transaction, the STB imposed New York Dock labor protective conditions. Copy of the New York Dock conditions is attached as Attachment "A" to this Agreement.

Subsequent to the filing of Union Pacific's application but prior to the decision of the STB, the parties engaged in certain discussions which focused upon Carrier's request that the Organization support the merger of UP and SP. These discussions resulted in the parties exchanging certain commitments, which were outlined in letters dated March 8(2), March 9 and March 22, 1996.

On January 30, 1998, the Carriers served notice of their intent to merge and consolidate operations generally in the following territories:

Union Pacific: Kansas City to Council Bluffs (not including Council Bluffs/Omaha Metro Complex)

Kansas City to Des Moines (not including Des Moines)

Kansas City to Coffeyville (not including Coffeyville)

Kansas City to Parsons (not including Parsons)

BLE EXHIBIT D-1

Kansas City to Chicago via Quincy (not including Chicago)

The above includes all UP and SPCSL main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phase "not including" is used above, it refers to other than through freight operations, but does not restrict through freight engineers from operating into/out of such terminals/points or from performing work at such terminals/points pursuant to the designated collective bargaining agreement provisions.

2. The existing former UP Kansas City to Council Bluffs and Kansas City to Des Moines pool operations shall be preserved under this Agreement. The home terminal for this pool will be Kansas City. Council Bluffs and Des Moines are the respective away-from-home terminals. This pool shall be governed by the provisions of the ID Agreement dated March 31, 1992, including all side letters and addenda. Engineers in this pool may be transported between destination terminals for the return trip to the home terminal, subject to the terms set forth in Side Letter No. 6.

   a. Hours of Service relief of trains in this pool shall be protected as provided in the existing agreement rules covering such runs.

3. The existing former SPCSL Kansas City to Quincy and Kansas City to Ft. Madison pool operations shall be preserved as a separate pool operation under this agreement, but the home terminal of such runs will be changed to Kansas City. Quincy and Ft. Madison will be the respective away-from-home terminals. Engineers may also be transported between destination terminals for the return trip to the home terminal, subject to the terms set forth in Side Letter No. 6. A sufficient number of engineers at Quincy and Ft. Madison will be relocated to Kansas City to accomplish this change.

   a. Hours of Service relief of trains in this pool operating from Kansas City to Ft. Madison or Quincy may be protected by the extra board at Ft. Madison/Quincy if the train has reached Marceline or beyond on the former ATSF line or Brookfield or beyond on the former BN line. If there is no extra board in existence or the extra board is exhausted, an away-from-home terminal engineer may be used, and will thereafter be deadheaded home or placed first out for service on their rest. Such trains which have not reached Marceline or Brookfield shall be protected on a straightaway move by a home terminal pool engineer at Kansas City.

b. Hours of Service relief of trains in this pool operating from Ft. Madison to Kansas City or Quincy to Kansas City may be protected by the extra board at Kansas City if the train has reached Marceline or beyond on the former ATSF line or Brookfield or beyond on the former BN line; otherwise, a rested away-from-home terminal engineer at Ft. Madison or Quincy shall be used on a straightaway move to provide such relief.

4. The existing former SPCSL Quincy to Chicago and Ft. Madison to Chicago pool operations shall be preserved as a single, separate pool operation under this Agreement. The home terminal of this pool will be Ft. Madison. Chicago will be the away-from-home terminal.

a. Engineers called to operate from Quincy to Chicago shall report and go on duty at Ft. Madison for transport to Quincy to take charge of their train; engineers operating Chicago to Quincy shall be transported back to Ft. Madison on a continuous time basis. In both instances, the transport between Ft. Madison and Quincy shall be automatically considered as deadhead in combination with service and paid on that basis.

b. Hours of Service relief of trains in this pool operating from Ft. Madison/Quincy to Chicago may be protected by a rested away-from-home terminal engineer at Chicago if the train has reached Streator or beyond on the former ATSF line or Galesburg or beyond on the former BN line. Away-from-home terminal engineers so used shall thereafter be deadheaded home or placed first out for service on their rest. Hours of Service relief of trains in this pool operating from Chicago to Ft. Madison/Quincy may be protected by an extra board engineer at Ft. Madison if the train has reached Streator or beyond on the former ATSF line or Galesburg or beyond on the former BN line.

c. In the event business conditions result in engineers at Ft. Madison (either in pool service, on the extra board, or otherwise) being unable to hold any assignment as locomotive engineer at Ft. Madison, such engineers required to exercise seniority to Kansas City (or senior engineers who elect to relocate in their stead) shall be eligible for relocation benefits under Article VII of this Agreement. After six (6) years from date of implementation of this Agreement, no future relocation benefits shall be applicable under such circumstances.

d. Notwithstanding the above provisions, if at any future date Carrier elects to discontinue its exercise of BNSF trackage rights between Kansas City and Chicago, all engineers at Ft.

Madison will be relocated to Kansas City and would under those circumstances be eligible for Article VII relocation benefits.

NOTE: It is understood the provisions of c. and d. above supersede the general provisions of Article VII.B.4. of this agreement.

e. No Ft. Madison or Quincy engineer may receive more than one (1) compensated relocation under this Implementing Agreement.

5. At the equity meeting held pursuant to Side Letter No. 10 hereto the parties shall agree on a baseline number of pool turns for both of the pools described in Articles I.A.2. and I.A.3 above, and former UP and SPCSL engineers will be prior righted, respectively, to such baseline number of pool turns. In the event of a cessation of trackage rights operations described in 4.d. above, the parties will meet and reach agreement on how the baseline numbers of the two former pools will be consolidated into the remaining single pool for Zone 1. It is understood that under these circumstances all Zone 1 extra work at Kansas City would be consolidated under one (1) extra board.

6. At Des Moines, Ft. Madison and Quincy, away-from-home terminal engineers called to operate through freight service to Kansas City may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Des Moines, Ft. Madison or Quincy to their destination without claim or complaint from any other engineer. At Ft. Madison and Quincy, home terminal engineers called to operate through freight service to Chicago may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Ft. Madison or Quincy to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half (½) day at the basic pro rata through freight rate for this run in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours then he shall be paid on a minute basis at the basic pro rata through freight rate.

7. The terminal limits of Des Moines, Ft. Madison and Quincy are as follows:

a.	Des Moines:	MP 70.37	-	Trenton Subdivision
		MP 79.2	-	Mason City Subdivision
		MP 224.76	-	Bondurant Spur
		MP 304.2	-	Perry Branch
		MP 4.26	-	Ankeny Branch

b. Ft. Madison: MP 234.0 - East
MP 236.0 - West

c. Quincy: MP 135.0 - West
MP 138.0 - East

8. Engineers of an adjacent hub may have certain rights to be defined, if any, in the Merger Implementing Agreement for that hub to receive their through freight trains up to twenty-five (25) miles on the far side of the terminal and run back through Des Moines.

9. All road switcher and yard assignments with an on/off duty location at Council Bluffs (Omaha Metro Complex), Des Moines or Chicago will be protected by engineers from those seniority districts even if such assignments perform service within any territories contemplated by Article I.A.1. (Note: This provision does not disturb the current yard job allocation arrangement at Council Bluffs arising out of the UP/MP Merger Implementing Agreement). Local assignments, assigned freight service, and any other irregular assignments (work train, wreck train, etc.) will be protected on a prior rights basis by Zone 1 engineers if such assignments are home terminaled at Council Bluffs (Omaha Metro Complex), Des Moines or Chicago and work exclusively within the territories identified by Article I.A.1. At Ft. Madison and Quincy, any such assignment home terminaled at such locations, including the extra board, may work either direction out of such terminal without seniority or other restrictions.

10. Engineers protecting through freight service in the pools described above shall be provided lodging at the away-from-home terminals pursuant to existing agreements and the Carrier shall provide the transportation to engineers between the on/off duty location and the designated lodging facility. All road engineers may leave or receive their trains at any location within the terminal and may perform work within the terminal pursuant to the designated collective bargaining agreement provisions. The Carrier will designate the on/off duty points for all engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.

11. All existing yard assignments at Atchison and St. Joseph shall be converted to road switcher assignments upon implementation of this Agreement. Notwithstanding any conflicting current agreement provisions, and on a non-precedent, non-referable basis, all road switcher assignments at these two locations shall be paid the 5-day yard rate of pay.

a. The regular assignments headquartered at Atchison and St. Joseph shall be collectively prior righted to those former

engineers holding seniority at Atchison and St. Joseph. On and after the implementation of this Agreement, any engineer holding a regular assignment at Atchison or St. Joseph on the basis of his prior rights who voluntarily exercises his seniority elsewhere in the Kansas City Hub shall be deemed to have forfeited his prior rights to assignments at these locations.

b. The prior rights provisions set forth above shall not apply to the extra board at Atchison (Article III.A.1.) established under this Agreement, or any future extra board which may be established at either of these locations.

B. Zone 2 - Seniority District

1. Territory Covered: Kansas City to Marysville (not including Marysville, but including Topeka)

The above includes all UP main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phase "not including" is used above, it refers to other than through freight operations, but does not restrict through freight engineers from operating into/out of such terminals, points or from performing work at such terminals/points pursuant to the designated collective bargaining agreement provisions.

2. Existing Kansas City-Marysville pool operations shall be preserved under this Agreement. The home terminal for this pool will be Kansas City. Marysville will serve as the away-from-home terminal.

3. Engineers performing service in the Kansas City to Marysville pool shall receive a two (2) hour call for duty at Kansas City.

4. Hours of Service relief of trains in this pool operating from Kansas City to Marysville which have reached Topeka or beyond shall be protected in the following order (it being understood Carrier always reserves the right to call a Kansas City pool engineer to perform such service on a straightaway basis for crew balancing purposes):

a. By a rested, available engineer assigned to the Jeffrey Energy Pool and then

b. By the Marysville Extra Board, and then

c. By the first out, rested away-from-home terminal engineer at Marysville, who will thereafter be deadheaded home or placed first out for service on their rest.

Hours of Service relief of trains in this pool operating from Marysville to Kansas City may be protected by the extra board at Kansas City regardless of the location of such train should Carrier not elect to use a rested away-from-home terminal engineer at Marysville for crew balancing purposes.

5. At Marysville, away-from-home terminal engineers called to operate through freight service to Kansas City may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Marysville to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half (½) day at the basic pro rata through freight rate for this run in addition to the district miles of the run. If time spent beyond the terminal under this provision is greater than four (4) hours, then he shall be paid on a minute basis at the basic pro rata through freight rate.

6. The terminal limits of Marysville are as follows:

MP 142.3 to MP 155.7	-	Marysville Subdivision
MP 132.29	-	Beatrice Branch
MP .75	-	Bestwall Spur

7. All road switcher and yard assignments home terminaled at Marysville will be protected by engineers from that seniority district even if such assignments perform service within the territories contemplated by Article I.B.1. Local assignments and any other irregular assignments (work train, wreck train, etc.,) will be protected by Zone 2 engineers (including those at Topeka) if such assignments are home terminaled at Marysville and work exclusively within the territories defined by Article I.B.1.

8. The pool service presently protected by the so-called Jeffrey Energy Pool shall attrite to the UP Eastern District Seniority District No. 18 at Marysville and shall not be under the jurisdiction of this hub agreement. On and after the date of implementation of this Agreement, engineers protecting such service shall be governed by the schedule rules and rates of pay comprehending said 18th District. The terms of the August 17, 1979 Jeffrey Pool Agreement and other UP-BLE Eastern District Agreement pertaining to said pool shall be unaffected by this Implementing Agreement, except as modified below.

   a. Former UP 8th District Engineers coming under the provisions of this Implementing Agreement and establishing Zone 2 prior rights seniority in the Kansas City Hub shall retain prior rights to the Jeffrey Energy Pool assignments on an attrition basis. Engineers presently occupying assignments in said pool will be

grandfathered to these assignments. Additionally, former UP 8th District Engineers performing service in Zone 2 will at time of roster canvasing, per Article VI.B.2., be asked to declare prior rights to assignments in the Jeffrey Energy Pool. If the engineer declares for such prior rights he will be allowed to occupy an assignment seniority permitting. If he does not declare for prior rights in the pool he shall thereafter waive said prior rights to the Jeffrey Energy Pool. The Carrier will maintain a list of those former UP 8th District Engineers who declared for prior rights in the Jeffrey Energy Pool at time of canvasing, but unable to occupy an assignment in the pool. When vacancies occur, such engineers will be canvassed, in seniority order. If the engineer declines to accept the assignment he will waive his prior rights to the Jeffrey Energy Pool. As vacancies occur which are not filled by former UP 8th District Engineers, the assignments will attrite to UP 18th District Engineers at Marysville.

b. On the effective date of implementation of this Agreement the existing JK Extra Board at Marysville will no longer be preserved. All vacancies in the JK Pool, all extra work associated therewith and all other extra work described in the August 17, 1979 Jeffrey Pool Agreement, will be handled and performed by the UP 18th District Extra Board at Marysville.

c. In consideration of the assignments described above attriting to the UP 18th District Engineers at Marysville, said 18th District Engineers also acknowledge and agree to the provisions of Section 5 above with regard to Kansas City Hub engineers receiving their trains up to twenty-five (25) miles west of Marysville, such zone to be calculated from the original Marysville switching limits (MP 150.27 West - MP 147.33 East).

9. Engineers protecting through freight service in the pool described in Article I.B.2. above shall be provided lodging at the away-from-home terminal pursuant to existing agreements and the Carrier shall provide transportation to engineers between the on/off duty location and the designated lodging facility. All road engineers may leave or receive their trains at any location within the terminal and may perform work within the terminal pursuant to the designated collective bargaining agreement provisions. The Carrier will designate on/off duty points for all engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.

10. All UP and SSW operations within the Topeka terminal limits shall be consolidated into a single operation. All rail lines, yards and/or sidings at Topeka will be considered as common to all engineers working in,

into and out of Topeka. All engineers will be permitted to perform all permissible road/yard moves pursuant to the designated collective bargaining agreement provisions. Interchange rules are not applicable for intra-carrier moves within the terminal. Topeka will serve as station enroute for all Kansas City Hub engineers.

a. UP 8th District engineers occupying yard assignments at Topeka and local assignments home terminaled at Topeka on the date of implementation of this Agreement shall establish seniority in the Kansas City Hub and prior rights in Zone 2.

b. UP 8th District engineers assigned to the extra board at Topeka on the date of implementation of this Agreement shall establish seniority in the Kansas City Hub and prior rights in Zone 2. This extra board shall continue to protect vacancies in yard service at Topeka and other yard and road extra service normally provided by such extra board prior to merger, except that is shall no longer supplement the JK Extra Board, so long as it is in existence, or any other extra board, at Marysville.

C. Zone 3 - Seniority District

1. Territory Covered: Kansas City to Jefferson City (not including Jefferson City)

The above includes all UP and SSW main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phase "not including" is used above, it refers to other than through freight operations, but does not restrict through freight engineers from operating into/out of such terminals, points or from performing work at such terminals/points pursuant to the designated collective bargaining agreement provisions.

2. All former UP Kansas City to Jefferson City and former SSW Kansas City to Jefferson City pool operations shall be combined into one (1) pool with Kansas City as the home terminal. Jefferson City will serve as the away-from-home terminal. Engineers operating between Kansas City and Jefferson City may utilize any combination of UP or SSW trackage between such points.

a. The parties agreed in Article I.A.4.a. of the St. Louis Hub Merger Implementation Agreement the Kansas City to Jefferson City pool would be slotted on a work equity basis. Attachment "C" lists the slotting order for the pool. Former SSW and UP engineers residing at or in the vicinity of Jefferson City shall have prior rights to said pool turns. The

engineers subject to this prior rights arrangement are identified on Attachment "D". If turns in excess of that number are established or any of such turns be unclaimed by a prior rights engineer, they shall be filled from the zone roster, and thereafter from the common roster. The parties further agreed in Side Letter No. 16 of the St. Louis Hub Agreement to allow former UP and SSW engineers residing in Jefferson City or vicinity on the date notice was served to begin negotiations for the Kansas City Hub (notice dated January 30, 1998) to continue to maintain their residences at that location so long as pool freight service between Kansas City and Jefferson City and extra board work at Jefferson City continue to exist and such engineers possess sufficient seniority to hold such assignments. Such engineers will be allowed to continue to reside at Jefferson City on an attrition basis subject to the terms and conditions of this Merger Implementing Agreement (See Side Letter No. 7).

b. Hours of Service relief of trains in this pool operating from Kansas City to Jefferson City may be protected by the extra board at Jefferson City if the train has reached Booneville or beyond on the River Sub or Smithton or beyond on the Sedalia Sub; otherwise, a rested pool engineer at Kansas City shall be used on a straightaway move to provide such relief. Hours of Service relief of trains in this pool operating from Jefferson City to Kansas City may be protected by the Zone 3 Extra Board at Kansas City if the train has reached Renick or beyond on the River Sub or Pleasant Hill or beyond on the Sedalia Sub; otherwise, a rested pool engineer at Jefferson City shall be used on a straightaway move to provide such relief. At the away-from-home-terminal, if the extra board is exhausted, the first out rested pool engineer may be used, and shall thereafter be deadheaded home or placed first out for service on their rest.

3. At Jefferson City, away-from-home terminal engineers called to operate through freight service to Kansas City may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Jefferson City to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half (½) day at the basic pro rata through freight rate for this run in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours, then he shall be paid on a minute basis at the basic pro rata through freight rate.

4. The terminal limits of Jefferson City shall be the same as the pre-existing terminal limits on the UP Sedalia Subdivision (MP 124.3 - MP 128).

5. Engineers of the St. Louis Hub were granted rights to receive the train for which they were called up to twenty-five (25) miles on the far (west) side of the terminal limits of Jefferson City pursuant to Article I.A.4.c. of the UP-BLE St. Louis Hub Merger Implementing Agreement. This service may be performed without claim or complaint from any Kansas City Hub engineer.

6. Pursuant to Article I.A.4.e. of the UP-BLE St. Louis Hub Merger Implementing Agreement any road switcher and yard assignments with a home terminal of Jefferson City shall be under the jurisdiction of the UP-BLE St. Louis Hub Agreement. Locals and other road assignments with an origin/termination at Jefferson City and which perform service exclusively east of Jefferson City shall likewise be under the jurisdiction of the UP/BLE St. Louis Hub Agreement. Locals and other road assignments with an origin/termination at Jefferson City and which perform service exclusively west of Jefferson City on the UP Sedalia or UP River Subdivisions shall be governed by the UP-BLE Kansas City Hub Merger Implementing Agreement. The above is not intended to supersede any national agreements, letters of understanding or arbitration awards which permit yard assignments to perform service on more than one (1) seniority district (i.e., hours of service relief within a 25-mile zone, servicing industrial customers, etc.)

7. Engineers protecting through freight service in the pool described in Article I.C.2. above shall be provided lodging at the away-from-home terminal pursuant to existing agreements and the Carrier shall provide transportation to engineers between the on/off duty location and the designated lodging facility. All road engineers may leave or receive their trains at any location within the terminal and may perform work within the terminal pursuant to the designated collective bargaining agreement provisions. The Carrier will designate on/off duty points for all engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.

D. <u>Zone 4 - Seniority District</u>

1. Territory Covered: Kansas City to Coffeyville (not including Coffeyville)

Kansas City to Parsons (not including Parsons)

Kansas City to Wichita via BNSF trackage rights (not including Wichita)

Kansas City to Winfield via BNSF trackage rights (not including Winfield)

Kansas City to Pratt via Hutchinson via BNSF trackage rights (not including Pratt)

The above includes all UP and SSW main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phase "not including" is used above, it refers to other than through freight operations, but does not restrict through freight engineers from operating into/out of such terminals, points or from performing work at such terminals/points pursuant to the designated collective bargaining agreement provisions.

2. The existing UP Interdivisional Service between Kansas City and Coffeyville shall continue as a separate pool and shall be governed by the provisions of the ID Agreement dated August 15, 1985, including all side letters and addenda.

   a. Hours of Service relief of trains in this pool shall be protected as provided in the existing agreement rules covering such runs.

3. The existing but non-operational SSW Kansas City to Pratt (via Hutchinson) run shall be preserved under this Agreement and in the event such runs resume in the future they shall be governed by the provisions of the UP-BLE Kansas City Hub Agreement. The home terminal will be changed to Kansas City. Pratt will serve as the away-from-home terminal.

4. Former SSW yard engine equity in Kansas City shall be placed under Zone 4. The former SSW engineers who elect Zone 4 as their prior rights zone and former UP engineers in Zone 4 shall compete for all assignments in Zone 4 on the basis of their Zone 4 seniority.

5. At Coffeyville/Parsons, Wichita, Winfield and Pratt, away-from-home terminal engineers called to operate through freight service to Kansas City may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Coffeyville/Parsons, Wichita and Winfield to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half (½) day at the basic pro rata through freight rate for this run in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours, then he shall be paid on a minute basis at the basic pro rata through freight rate.

6. The terminal limits of Coffeyville/Parsons, Wichita and Winfield are as follows:

a.	Coffeyville	MP 462.0	-	North
		MP 661.0	-	South

The north terminal limits of Coffeyville have been modified by this Implementing Agreement.

b.	Parsons	MP 133.4	-	North
		MP 138.0	-	South
c.	Wichita	MP 236.0	-	Herington
		MP 476.0	-	Wichita Branch
		MP 254.0	-	OKT Subdivision
d.	Winfield	MP 248.7	-	East
		MP 250.8	-	West
e.	Pratt	MP 292.33	-	East
		MP 300.16	-	West

7. Engineers of an adjacent hub may have certain rights to be defined, if any, in the Merger Implementing Agreements for these hubs to receive their through freight trains up to twenty-five (25) miles on the far side of the terminal and run back through Wichita or Winfield to their destination without claim or complaint from any other engineer.

8. Engineers protecting through freight service in the pool described in Article I.D.2. and I.D.3. above shall be provide lodging at the away-from-home terminal pursuant to existing agreements and the Carrier shall provide transportation to engineers between the on/off duty location and the designated lodging facility. All road engineers may leave or receive their trains at any location within the terminal and may perform work within the terminal pursuant to the designated collective bargaining agreement provisions. The Carrier will designate on/off duty points for all engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.

9. All local, road switcher and yard assignments home terminaled at Coffeyville/ Parsons, Wichita, Winfield and Pratt will be protected by engineers from those seniority districts even if such assignments perform service within any territories contemplated by Article I.D.1. Other irregular assignments (work train, wreck train, etc.) will be protected by the engineers from the location where the assignment is home terminaled.

E. Kansas City Terminal

1. All UP, SSW and SPCSL operations within the new Kansas City Terminal limits shall be consolidated into a single operation. The terminal includes all UP/SSW/SPCSL main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. All UP/SSW/SPCSL road crews may receive or leave their trains at any location within the terminal and may perform work within the terminal pursuant to the applicable collective bargaining agreement, including national agreements. The Carrier will designate the on/off duty points for all yard crews, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement. Interchange rules are not applicable for intra-carrier moves within the terminal.

2. All yard assignments operating within the Kansas City Terminal will be bid and assigned in the manner set forth in Side Letter No. 22 to this Agreement.

3. All UP, SSW and SPCSL rail lines, yards and/or sidings within the Kansas City Terminal will be considered as common to all engineers working in, into and out of Kansas City.

4. Terminal limits for the consolidated Kansas City terminal are as follows:

UP	Mile Post
Marysville Subdivision	6.59
Coffeyville Subdivision	284.22
Sedalia Subdivision	276.32
Falls City Subdivision	288.37
Trenton Subdivision (former CNW)	500.3

SPCSL

Brookfield Subdivision	221.5 (BNSF MP)
Marceline Subdivision	444.2 (BNSF MP)

SPCSL terminal limits have been modified by this Agreement

SSW

Sedalia Subdivision (via UP)	276.32
BNSF Line to Topeka/Ottawa	9.0 (BNSF MP)

UP terminal limits are established as MP 9.0 on the BNSF Topeka/Ottawa Line

F. At all terminals the Carrier will designate the on/off duty points for all road engineers, with these on/off duty points having appropriate facilities for inclement weather and other facilities as currently required in the designated collective bargaining agreement.

G. In all of the zones, when local, work, wreck, Hours of Service relief or other road runs are called or assigned which operate exclusively within the territorial limits of one (1) of these zones established in this Agreement, such service shall be protected by engineers in such zone. If such run or assignment extends across territory encompassing more than one (1) zone contemplated by this Agreement, the Carrier and Organization will mutually agree on the method for assigning engineers to such service, otherwise, it will be protected by engineers on the basis of their common seniority date.

ARTICLE II - SENIORITY CONSOLIDATIONS

A. To achieve the work efficiencies and allocation of forces that are necessary to make the Kansas City Hub operate efficiently as a unified system, a new seniority district will be formed and a master Engineer Seniority Roster - UP/BLE Kansas City Merged Roster #1 will be created for engineers holding seniority in the territory comprehended by this Agreement on the effective date thereof. The new roster will be divided into four (4) zones as described in Articles I.A., I.B., I.C. and I.D. above.

B. Prior rights seniority rosters will be formed covering each of the four (4) zones outlined above. Placement on these rosters and awarding of prior rights to their respective zones shall be based on the following:

1. Zone 1 - This roster will consist of former UP engineers with prior rights on MPUL Merger 2B (Roster No 052111), CNW (Roster No. 053111), St. Joseph Union Terminal (Roster No. 057101) and Northern Kansas (Roster No. 055101) and former SPCSL engineers with rights on SPCSL (Roster No. 310101).

2. Zone 2 - This roster will consist of former UP engineers with rights on UP Eighth District (Roster No. 068101) and former SSW engineers with rights on SSW Herington (Roster No. 303101).

3. Zone 3 - This roster will consist of former UP engineers with rights on Merged 1 St. Louis (Merged Roster No. 040111) and former SSW engineers with rights on SSW Jefferson City (Roster No. 311101).

4. Zone 4 - This roster will consist of former UP engineers with prior rights on Osawatomie Merged 2A (Roster No. 054111) and former SSW engineers with rights on SSW Herington (Roster No. 303101).

C. Entitlement to assignment on the prior rights zone rosters described above shall be the canvass of the employees from the above affected former rosters contributing equity to each of such zones.

D. Engineers on the above-described newly-created prior rights zone rosters shall be integrated into one (1) common seniority roster.

E. All zone and common seniority shall be based upon each employee's date of promotion as a locomotive engineer (except those who have transferred into the territory covered by the hub and thereby established a new date). If this process results in engineers having identical common seniority dates, seniority will be determined by the age of the employees with the older employee placed first. If there are more than two (2) employees with the same seniority date, and the ranking of the pre-merged rosters would make it impossible for age to be a determining factor, a random process, jointly agreed upon by the Director of Labor Relations and the appropriate General Chairman(men), will be utilized to effect a resolution. It is understood this process for ranking employees with identical dates may not result in any employee running around another employee on his former roster.

F. Any engineer working in the territories described in Article I. on the date of implementation of this Agreement, but currently reduced from the engineers working list, shall also be given a place on the roster and prior rights. Engineers currently forced to this territory will be given a place on the roster and prior rights if so desired; otherwise, they will be released when their services are no longer required and will not establish a place on the new roster. Engineers borrowed out from locations within the hub and engineers in training on the effective date of this Agreement shall also participate in formulation of the roster described above.

G. UP engineers currently on an inactive roster pursuant to previous merger agreements shall participate in the roster formulation process described above based upon their date of seniority as a locomotive engineer.

H. With the creation of the new seniority described herein, all previous seniority outside the Kansas City Hub held by engineers inside the new hub shall be eliminated and all seniority inside the new hub held by engineers outside the hub shall be eliminated. All pre-existing prior rights, top and bottom, or any other such seniority arrangements in existence, if any, are of no further force or effect and the provisions of this Agreement shall prevail in lieu thereof. Upon completion of consolidation of the rosters and implementation of this hub, it is understood that no engineer may be forced to any territory or assignment outside the Kansas City Hub.

I. The total number of engineers on the master UP/BLE Kansas City Merged Roster #1 will be mutually agreed upon by the parties, subject to the provisions of Side Letter No. 15.

ARTICLE III - EXTRA BOARDS

A. The following extra boards shall be established to protect vacancies and other extra board work into or out of the Kansas City Hub or in the vicinity thereof. It is understood whether or not such boards are guaranteed boards is determined by the designated collective bargaining agreement.

1. Atchison - One (1) Extra Board (combination road/yard) to protect all extra service at or in the vicinity of Atchison including St. Joseph, Falls City and Union. This board will also protect work formerly performed by the Nearman coal pool. This board may not be used to provide hours of service relief of pool freight trains operating between Kansas City and Council Bluffs except in emergency, nor may it be used to provide relief of Zone 1 assignments home terminaled at Kansas City.

2. Ft. Madison - One (1) Extra Board (combination road/yard) to protect all extra service at or in the vicinity of Ft. Madison and Quincy, including Hours of Service relief in both directions.

3. Jefferson City - West - One (1) Extra Board (combination road/yard) to protect all Zone 3 vacancies headquartered at Jefferson City including vacancies created by engineers laying off while exercising "reverse lodging" privileges. Local or irregular service originating at Jefferson City working west on the UP Sedalia and River Subdivisions will also be protected by this board. This board will protect extra service on assignments headquartered at Lees Summit until a Zone 3 extra board is established at Kansas City.

4. Topeka - One (1) Extra Board (combination road/yard) to protect all road and yard extra service at or in the vicinity of Topeka per Article I.B.9.b. This board will not be used to provide relief of Zone 2 assignments home terminaled at Kansas City.

5. Kansas City - One (1) Extra Board (combination road/yard) to protect each of the following:

   a. Zone 1 pool freight extra service in the Kansas City-Ft. Madison/Quincy pool so long as it remains in existence as a separate pool. This board will be headquartered in Kansas City. This board will supplement the board described in b. below.

   b. Zone 1 pool freight extra service and all other road service in Zone 1, except as otherwise provided herein. This board will be headquartered at Kansas City. This board will supplement the board described in 1. above (Atchison).

c. Zone 2 pool freight extra service and all other road service in Zone 2, except as otherwise provided herein. This board will be headquartered at Kansas City.

d. Zone 3 pool freight extra service and all other road service in Zone 3 except as otherwise provided herein. This board will be headquartered at Kansas City.

e. Zone 4 pool freight extra service and all other road service in Zone 4 except as otherwise provided herein. This board will be headquartered at Kansas City.

6. One (1) extra board (yard only) to protect all yard extra service within the Kansas City Terminal. This board will be accessed by engineers in the manner set forth in Side Letter No. 22.

B. If additional extra boards are established or abolished after the date of implementation of this Agreement, it shall be done pursuant to the terms of the designated collective bargaining agreement. When established, the Carrier shall designate the geographic area the extra board will cover.

ARTICLE IV - APPLICABLE AGREEMENT

A. All engineers and assignments in the territories comprehended by this Implementing Agreement will work under the Collective Bargaining Agreement currently in effect between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers dated October 1, 1977 (reprinted October 1, 1991), including all applicable national agreements, the "local/national" agreement of May 31, 1996, and all other side letters and addenda which have been entered into between date of last reprint and the date of this Implementing Agreement. Where conflicts arise, the specific provisions of this Agreement shall prevail. None of the provisions of these agreements are retroactive.

B. All runs established pursuant to this Agreement will be governed by the following:

1. Rates of Pay: The provisions of the June 1, 1996 National Agreement will apply as modified by the May 31, 1996 Local/National Agreement.

2. Overtime: Overtime will be paid in accordance with Article IV of the 1991 National Agreement.

3. Transportation: When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.

NOTE: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

4. Suitable Lodging: Suitable lodging will be provided by the Carrier in accordance with existing agreements.

C. Existing ID run provisions regarding overmile rate and meal allowances as contained in the current UP Kansas City to Falls City ID Agreement (Sections 3. and 4. thereof) shall apply to the through freight pools described in Articles I.A.3. (Kansas City-Ft. Madison/Quincy), I.A.4. (Ft. Madison-Chicago), and I.D.3. (Kansas City-Pratt) of this Implementing Agreement.

D. The following provisions of the former UP Eastern District Interdivisional Run Agreement dated December 16, 1971 will apply to any pre-October 31, 1985 Kansas City Hub Engineers performing service in the Kansas City to Marysville pool:

(1) Part III - Paragraph (b) dealing with overtime.

(2) Part VII - Section 5 dealing with eating en route.

E. Existing ID run provisions regarding deadhead as contained in the current UP Kansas City to Falls City ID Agreement (Section 9 thereof) shall also apply to the through freight pools described in Articles I.C.2. (Kansas City - Jefferson City), I.D.2. (Kansas City - Coffeyville/Parsons) and I.D.3. (Kansas City - Pratt).

F. Engineers in the Kansas City - Coffeyville/Parsons pool who have an engineer/train service seniority date prior to October 31, 1985, shall begin overtime at the expiration of ten (10) hours on duty. When overtime, initial terminal delay and final terminal delay accrue on the same trip, pay will be calculated pursuant to National Agreement provisions. Employees hired after October 31, 1985, shall be paid overtime in accordance with the National Rules governing same and in the same manner as previously paid on the MPUL prior to the merger.

G. The following provisions shall apply to all engineers who establish seniority in the Kansas City Hub under this Merger Implementing Agreement. It is understood these provisions shall not be applicable to engineers establishing seniority as engineer in the Hub after the effective (signature) date of this Agreement:

Engineers protecting through freight service who exceed twelve (12) hours on duty shall be paid for all time on duty in excess of 12 hours at the overtime rate of pay regardless of the district miles of the run. When overtime, initial terminal delay and final terminal delay accrue

on the same trip, pay will be calculated pursuant to National Agreement provisions.

H. Engineers will be treated for vacation, entry rates and payment of arbitraries as though all their time on their original railroad had been performed on the merged railroad. Engineers assigned to the Hub on the effective date of this Agreement (including those engaged in engineer training on such date) shall have entry rate provisions waived. Engineers hired/promoted after the effective date of the Agreement shall be subject to National Agreement rate progression provisions.

I. Engineers protecting pool freight operations on the territories covered by this Agreement shall receive continuous held-away-from-home terminal pay (HAHT) for all time so held at the distant terminal after the expiration of sixteen (16) hours. All other provisions in existing agreement rules and practices pertaining to HAHT pay remain unchanged.

J. Except where specific terminal limits have been detailed in the Agreement, is not intended to change existing terminal limits under applicable agreements.

K. Actual miles will be paid for runs in the new Kansas City Hub. Examples are illustrated in Attachment "B".

ARTICLE V - FAMILIARIZATION

A. Engineers involved in the consolidation of the Kansas City Hub covered by this Agreement whose assignments require performance of duties on a new geographic territory not familiar to them will be given full cooperation, assistance and guidance in order that their familiarization shall be accomplished as quickly as possible. Engineers will not be required to lose time or ride the road on their own time in order to qualify for these new operations.

B. Engineers will be provided with a sufficient number of familiarization trips in order to become familiar with the new territory. Issues concerning individual qualification shall be handled with local operating officers. The parties recognize that different terrain and train tonnage impact the number of trips necessary and the operating officer assigned to the merger will work with the local Managers of Operating Practices in implementing this Section. If disputes occur under this Article they may be addressed directly with the appropriate Director of Labor Relations and the General Chairman for expeditious resolution.

C. It is understood that familiarization required to implement the merger consolidation herein will be accomplished by calling a qualified engineer (or

Manager of Operating Practices) to work with an engineer called for service on a geographical territory not familiar to him.

D. Engineers hired subsequent to the effective date of this document will be qualified in accordance with current FRA certification regulations and paid in accordance with the local agreements that will cover the merged Hub.

ARTICLE VI - IMPLEMENTATION

A. The Carrier will give at least thirty (30) days' written notice of its intent to implement this Agreement.

B. 1. Concurrent with the service of its notice, the Carrier will post a description of Zones 1, 2, 3 and 4 described in Article I herein.

2. Ten (10) days after posting of the information described in B.1. above, the appropriate Labor Relations Personnel, CMS Personnel, General Chairmen and Local Chairmen will convene a workshop to implement assembly of the merged seniority rosters. At this workshop, the representatives of the Organization will construct consolidated seniority rosters as set forth in Article II of this Implementing Agreement.

3. Dependent upon the Carrier's manpower needs, the Carrier may develop a pool of representatives of the Organization, with the concurrence of the General Chairmen, which, in addition to assisting in the preparation of the rosters, will assist in answering engineers' questions, including explanations of the seniority consolidation and implementing agreement issues, discussing merger integration issues with local Carrier officers and coordinating with respect to CMS issues relating to the transfer of engineers from one zone to another or the assignment of engineers to positions.

C. The roster consolidation process shall be completed in five (5) days, after which the finalized agreed-to rosters will be posted for information and protest in accordance with the applicable agreements. If the participants have not finalized agreed-to rosters, the Carrier will prepare such rosters, post them for information and protest, will use those rosters in assigning positions, and will not be subject to claims or grievances as a result.

D. Once rosters have been posted, those positions which have been created or consolidated will be bulletined for a period of seven (7) calendar days. Engineers may bid on these bulletined assignments in accordance with applicable agreement rules. However, no later than ten (10) days after closing of the bulletins, assignments will be made.

E. 1. After all assignments are made, engineers assigned to positions which require them to relocate will be given the opportunity to relocate within the next thirty (30) day period. During this period, the affected engineers may be allowed to continue to occupy their existing positions. If required to assume duties at the new location immediately upon implementation date and prior to having received their thirty (30) days to relocate, such engineers will be paid normal and necessary expenses at the new location until relocated. Payment of expenses will not exceed thirty (30) calendar days.

2. The Carrier may, at its option, elect to phase-in the actual pool consolidations which are necessary in the implementation of this Agreement. Engineers will be given ten (10) days' notice of when their specific relocation/reassignment is to occur.

ARTICLE VII - PROTECTIVE BENEFITS AND OBLIGATIONS

A. All engineers who are listed on the prior rights Kansas City Hub merged rosters shall be considered adversely affected by this transaction and consolidation and will be subject to the New York Dock protective conditions which were imposed by the STB. It is understood there shall not be any duplication or compounding of benefits under this Agreement and/or any other agreement or protective arrangement.

1. Carrier will calculate and furnish TPA's for such engineers to the Organization as soon as possible after implementation of the terms of this Agreement. The time frame used for calculating the TPA's in accordance with New York Dock will be August 1, 1996 through and including July 31, 1997.

2. In consideration of blanket certification of all engineers covered by this Agreement for wage protection, the provisions of New York Dock protective conditions relating to "average monthly time paid for" are waived under this Implementing Agreement.

3. Test period averages for designated union officers will be adjusted to reflect lost earnings while conducting business with the Carrier.

4. National Termination of Seniority provisions shall not be applicable to engineers hired prior to the effective date of this Agreement.

B. Engineers required to relocate under this Agreement will be governed by the relocation provisions of New York Dock. In lieu of New York Dock provisions, an employee required to relocate may elect one of the following options:

1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of $10,000 upon providing proof of actual relocation.

2. Homeowners may elect to receive an "in lieu of" allowance in the amount of $20,000 upon providing proof of actual relocation.

3. Homeowners in Item 2 above who provide proof of a bona fide sale of their home at fair value at the location from which relocated shall be eligible to receive an additional allowance of $10,000.

   a) This option shall expire within five (5) years from date of application for the allowance under Item 2 above.

   b) Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.

   NOTE: All requests for relocation allowances must be submitted on the appropriate form.

4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after two (2) years from date of implementation of this Agreement.

5. Under no circumstances shall an engineer be permitted to receive more than one (1) "in lieu of" relocation allowance under this Implementing Agreement.

6. Engineers receiving an "in lieu of" relocation allowance pursuant to this Implementing Agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years.

ARTICLE VIII - SAVINGS CLAUSES

A. The provisions of the applicable Schedule Agreement will apply unless specifically modified herein.

B. It is the Carrier's intent to execute a standby agreement with the Organization which represents engineers on the former St. Joseph Union Terminal. Upon execution of that Agreement, said engineers will be fully covered by this Implementing Agreement as though the Organization representing them had been signatory hereto.

C. Nothing in this Agreement will preclude the use of any engineers to perform work permitted by other applicable agreements within the new seniority districts described herein, i.e., yard engineers performing Hours of Service Law relief within the road/yard zone, pool and/or ID engineers performing

service and deadheads between terminals, road switchers handling trains within their zones, etc.

D. The provisions of this Agreement shall be applied to all engineers covered by said Agreement without regard to race, creed, color, age, sex, national origin, or physical handicap, except in those cases where a bona fide occupational qualification exists. The masculine terminology herein is for the purpose of convenience only and does not intend to convey sex preference.

ARTICLE IX - HEALTH AND WELFARE

Engineers of the former UP who are working under the collective bargaining agreement designated in Article IV.A. of this Implementing Agreement belong to the Union Pacific Hospital Association. Former SSW/SPCSL engineers are presently covered under United Health Care (former Travelers GA-23000) benefits. Upon implementation of this Agreement, said former SSW/SPCSL engineers will be granted an option to elect the health and welfare coverage provided by the designated collective bargaining agreement. Any engineer who fails to exercise such option shall be considered as having elected to retain existing coverage.

ARTICLE X - EFFECTIVE DATE

This Agreement implements the merger of the Union Pacific and SSW/SPCSL railroad operations in the area covered by Notice dated January 30, 1998.

Signed at DENVER, CO. this 2nd day of July, 1998.

FOR THE BROTHERHOOD LOCOMOTIVE ENGINEERS:

D. E. Penning
General Chairman, BLE

M. A. Young
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

APPROVED:

J. L. McCoy
Vice President, BLE

D. M. Hahs
Vice President, BLE

FOR THE CARRIERS:

M. A. Hartman
General Director-Labor Relations
Union Pacific Railroad Co.

J. M. Raaz
Asst. Vice President-Labor Relations
Union Pacific Railroad Co.

Side Letter No. 1

July 2, 1998

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers.

During our negotiations we discussed SSW ARTICLE 6 - LIFE INSURANCE, SSW ARTICLE 9 - DISABILITY INSURANCE, SPCSL ARTICLE 4 - LIFE INSURANCE and SPCSL ARTICLE 6 - DISABILITY INSURANCE of the August 1, 1995 Agreement between Southern Pacific Lines and your Organization. It was your position that coverages provided by the former agreement should be preserved for the former SSW and SPCSL engineers covered by this Implementing Agreement.

This will confirm that Carrier agreed that these insurance premiums would be maintained at current levels and would be grand fathered to those former SSW an SPCSL engineers who are covered by this Implementing Agreement and who are presently covered under those plans. These insurance premiums will be maintained at current levels for such employees for a six (6) year period commencing January 1, 1998, unless extended or modified pursuant to the Railway Labor Act.

It is understood this Agreement is made without prejudice to the positions of either party regarding whether or not such benefits are subject to preservation under New York Dock and it will not be cited by any party in any other negotiations or proceedings.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director - Labor Relations

Side Letter No. 2

July 2, 1998

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers.

During our negotiations we discussed SSW ARTICLE 7 - VACATION and SPCSL - ARTICLE 17 - VACATION of the August 1, 1995 Agreement between Southern Pacific Lines and your Organization.

This will reflect our understanding that those former SSW and SPCSL engineers who are covered by this Implementing Agreement and who are presently covered by the above agreement provision shall be entitled to obtain the benefits of said ARTICLE 7 and ARTICLE 17 for the calendar year 1999 if said vacation is already earned under existing SSW and SPCSL agreements at the time of implementation of this Agreement. Thereafter, vacation benefits shall be as set forth in the controlling agreement on the merged territory.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

J. R. Koonce
General Chairman, BLE

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 3

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers.

The parties hereto realize that the merger of the former properties into a unified system is a complex undertaking and with the changes in operations and seniority territories, employees covered by this Agreement will be required to perform service on unfamiliar territory.

Familiarization will be a large undertaking, and it is to the benefit of both parties that this process begin as soon as possible so that implementation can occur in a more orderly and rapid manner. Therefore, it is understood that Carrier may begin qualifying engineers on unfamiliar territory, to the extent it is feasible based upon operational and manpower constraints, between time of execution of this Implementing Agreement and date of implementation thereof.

It is understood that familiarization will be accomplished in accordance with Article V - Familiarization of this Agreement. Engineers making familiarization trips which involve greater mileages than their existing (pre-merger) runs will be paid actual mileage to the new objective terminal as contemplated in Article I of this Agreement. Local BLE officers will work with local Carrier officers to implement this Side Letter in the most effective manner.

If the foregoing adequately and accurately sets forth our agreement in this regard, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President, BLE

J. L. McCoy
Vice President, BLE

Side Letter No. 4

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our negotiations there was considerable discussion surrounding the operational changes resulting from a merger of UP/SSW/SPCSL operations. Specifically, it was your observation that the merged operation might possibly require an increased amount of transporting of engineers, and your Organization has concerns regarding the quality of the vehicles presently used for transporting engineers, as well as the drivers of said vehicles.

It was Carrier's position that there are existing procedures available to resolve any complaints regarding deficiencies in crew transportation and, as such, this was not a proper topic for inclusion in a Merger Implementing Agreement.

Without prejudice to the positions of the respective parties as set forth above, the Carrier believes it is in the best interests of all parties that routine, unannounced safety audits of crew transportation contractors be conducted, and that a process be established for prompt investigation and, if necessary, resolution of complaints of specific instances of deficiencies in this area. In this regard, this will confirm my advice given you during our negotiations that Carrier agreed it would direct its designated manager to contact a Local Chairman to be designated by your Organization for the purpose of scheduling and conducting field safety audits of transportation contractors in the hub. These safety audits will include, but not be limited to, inspection of vehicles, unannounced rides, interviewing crews, and meeting drivers. These safety audits will be performed no less frequently than quarterly.

If issues are raised by the safety audits which cannot be resolved to the satisfaction of your Organization, they may be referred to the appropriate Labor Relations Officer by the General Chairman for discussion in conference at the earliest possible date to seek a resolution. The conference will include the appropriate General Manager or his designate.

Respectfully,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

Side Letter No. 5

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our execution of this Agreement, it was understood that the parties may discover errors or omissions relating to mile post designations, crew district mileages, etc. It is not the intent of either party to hold the other party to such items simply because there was simply not time to verify them for accuracy.

If the foregoing adequately and accurately describes our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M.A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President, BLE
J. L. McCoy
Vice President, BLE

Side Letter No. 6

G:\LABOR\OPS\WPCMERGR\KCHUB.WPC(35)

Rev. 9/21/98

Side Letter No. 6

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub, and specifically to Article I.A.3. regarding repositioning engineers from one away-from-home terminal to another. Such handling will be subject to the following conditions:

1. Engineers may be deadheaded prior to the tie-up after the initial trip.

   Example: An engineer runs from Kansas City to Ft Madison. He can be deadheaded from Ft. Madison to Quincy for tie-up at Quincy from his original trip from Kansas City.

2. Engineers may also be deadheaded after tie-up and rest after the initial trip.

   Example: An engineer runs from Kansas City to Ft. Madison and ties up. After rest, he can be deadheaded from Ft. Madison to Quincy for a trip from Quincy to Kansas City.

   a. This handling can only occur when there are no rested engineers at Quincy to protect the service from Quincy to Kansas City, i.e., it is not permissible to deadhead an engineer to a different away-from-home terminal for additional rest, but only for a return trip to the home terminal.

3. Engineers will not be deadheaded by train between one away-from-home terminal to another away-from-home terminal. Other forms of transportation will be used.

4. Engineers hired prior to implementation of this Agreement will be paid highway miles for the deadhead portion of the trip and engineers hired subsequent to the implementation will be paid actual time for the deadhead portion of the trip.

5. Once deadheaded between the two away-from-home terminals an engineer will not be deadheaded back except in an emergency situation such as a flood or a major derailment.

6. It is not the intent of this Agreement to "double deadhead" engineers. If double deadheaded, then the engineer will be paid district miles for the second deadhead. A "double deadhead" in this instance is when an engineer is deadheaded from one-away-from-home terminal to another away-from-home terminal and then deadheaded back to the home terminal.

7. Engineers arriving at the away-from-home terminal by train and instructed to deadhead to another away-from-home terminal will remain on terminal time (if applicable) until they are in the vehicle to transport them to the other away-from-home terminal.

8. It is understood the provisions set forth above shall also apply to the Kansas City-Council Bluffs/Des Moines pool, and these provisions shall supersede pre-existing agreements and/or practices regarding transporting crews between Council Bluffs and Des Moines. Nothing in this Side Letter may be construed to permit transporting away-from-home terminal crews between Council Bluffs/Des Moines and Ft. Madison/Quincy.

If the foregoing adequately and accurately sets forth agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 7

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

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GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

In Side Letter No. 16 of the St. Louis Hub Merger Implementing Agreement and referenced in Article I.B.3.a. of Kansas City Hub Merger Implementing Agreement, the parties agreed to allow former UP and SSW engineers residing at or in the vicinity of Jefferson City to continue to maintain their residences at that location subject to the language of Side Letter No. 16.

The Carrier intends to have Kansas City as the home terminal for all engineers performing service in the Kansas City to Jefferson City pool. The present UP and SSW engineers at Jefferson City covered by this Agreement will be eliminated by attrition. When a former UP or SSW engineer, residing at or in the vicinity of Jefferson City, vacates his pool assignment through retirement, resignation, voluntary seniority move/relocation, etc., and it is not claimed/occupied by a prior rights Jefferson City engineer covered by this Side Letter, such position will no longer be maintained at Jefferson City but will be readvertised as having Kansas City as the designated home terminal.

Initially, upon implementation of this Agreement, the home terminal for the Kansas City to Jefferson City pool will be Jefferson City. (Note: This does not modify or nullify the provisions of Side Letter No. 23 to the St. Louis Hub Merger Implementing Agreement). Sufficient pool turns (along with extra board positions, as described below) shall be established to accommodate those engineers identified on the Attachment to this Agreement. After date of implementation, pool turns which are advertised which exceed the number necessary to fulfill this arrangement may be filled by any other Kansas City Hub engineers. Engineers residing at or in the vicinity of Kansas City who perform service in this pool will be afforded reverse lodging and HAHT privileges at Jefferson City.

An extra board will be maintained at Jefferson City to protect assignments working west in Kansas City Hub Zone 3. This extra board will be maintained at a level of no less than 30% (all fractions are rounded downward) of the number of engineers occupying pool turns and residing at Jefferson City under this attrition arrangement. If there are unfilled positions on such extra board or unfilled positions on locals or other road assignments working out of Jefferson City west, the junior engineer in the Kansas City to Jefferson City pool, residing at or in the vicinity of Jefferson City, will be required to cover such position or assignment. Nothing in this Side Letter is intended to convey the Jefferson City-West Extra board the exclusive right to protect all assignments in Zone 3.

When 51% or more of the turns in the Kansas City to Jefferson City pool are occupied by engineers who reside at or in the vicinity of Kansas City, the home terminal for the pool will become Kansas City. Once this change is effected, it shall remain at Kansas City. Engineers who continue to reside at or in the vicinity of Jefferson City will be afforded reverse lodging and HAHT privileges at Kansas City and lay off privileges at Jefferson City.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M.A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President, BLE

J. L. McCoy
Vice President, BLE

Side Letter No. 8

July 2, 1998

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

With regard to Article II.H. of the Agreement, the following shall apply:

I. Engineers who participate in the roster formulation process for the Kansas City Hub who presently hold engine service seniority outside the Kansas City Hub will be handled as follows:

a. All engine service seniority outside the Kansas City Hub will be held in abeyance and may not be utilized for any purposes except as outlined below:

b. When subsequent implementing agreements are concluded in other hubs which encompass the seniority described in a. above, which has been held in abeyance, such seniority may be exercised in the roster formulation process for such hub(s) subject to the following limitations:

1. The exercise of such option shall be considered a seniority move and shall be at the engineer's own expense.

2. An engineer utilizing this provision to select a different hub will forfeit all seniority in the Kansas City Hub.

II. The rights set forth in (b) above may only be exercised to the extent that there is an unfilled need for engineers at such hub at the time rosters for such hub are formulated. Carrier reserves the right to limit the number of such requests made based upon manpower requirements and the number accepted will be in seniority order. In the event such move will create a shortage of engineers within the Kansas City Hub the Carrier may hold such applicant for a reasonable amount of time to allow for a replacement.

III. When all of the hubs involving engineers with former SSW and SPCSL system seniority have been completed, the Organization may serve notice upon Carrier to meet and negotiate the details surrounding a one-time "Sadie Hawkins Day" for such engineers to make one final, irrevocable move to a hub, which will be without relocation cost to the Carrier. The parties will resolve at this meeting the matters of shortages and/or surpluses in the various hubs, as well as method of seniority integration into the hub to which moving.

It is understood this Agreement is made without prejudice to the position of any party, does not constitute a precedent, and may not be cited or referred to by any party in any other negotiations or proceedings.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President, BLE

J. L. McCoy
Vice President, BLE

Side Letter No. 9

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub.

During our negotiations your Organization raised some concern regarding the intent of Article VIII - Savings Clauses, Item C thereof. Specifically, it was the concern of some of your constituents that the language of Item C might subsequently be cited to support a position that "other applicable agreements" supersede or otherwise nullify the very provisions of the Merger Implementing Agreement which were negotiated by the parties.

I assured you this concern was not valid and no such interpretation could be applied. I pointed out that Item C must be read in conjunction with Item A, which makes it clear that the specific provisions of the Merger Implementing Agreement, where they conflict with the basic schedule agreement, take precedence, and not the other way around.

The purpose of Item C was to establish with absolute clarity that there are numerous other provisions in the designated collective bargaining agreement, including national agreements, which apply to the territory involved, and to the extent such provisions were not expressly modified or nullified, they still exist and apply. It was not the intent of the Merger Implementing Agreement to either restrict or expand the application of such agreements.

In conclusion, this letter of commitment will confirm that the provisions of Article VIII - Savings Clauses may not be construed to supersede or nullify the terms of the Merger Implementing Agreement which were negotiated in good faith between the parties. I hope the above elaboration clarifies the true intent of such provisions.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

Side Letter No. 10

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

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GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

Prior to implementation of this Agreement, the Carrier and Organization will schedule and convene a meeting in Kansas City, Missouri to develop equity data for roster formulation and slotting of freight pools associated with the Kansas City Hub. The results of this meeting will be appended to this Agreement prior to it being disseminated for a ratification vote.

This meeting will be conducted by Carrier Labor Relations Officers and the appropriate Local Chairmen for the territories concerned. The Carrier will provide the sources of equity data and the Local Chairmen will provide the Carrier with the necessary equity percentages for roster slotting and formulating. In the event the Local Chairmen are unable to agree upon equity percentages, the Carrier will make such determinations and will not be subject to any claims or grievances as a result thereof.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 2, 1998

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GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date, and specifically Article VII.A.1. thereof.

During our discussions regarding the time frame for calculating TPA's, the representatives of the former SSW and SPCSL expressed the view that since all of the engineers represented by them had already received TPA's in connection with "interim protection" related to TCS cutovers, they would prefer to simply adopt those existing TPA's for purposes of application of protection under this Merger Implementing Agreement. Carrier is agreeable to this handling.

If the foregoing accurately describes our Agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 12

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

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GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to our negotiations covering the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers. During these negotiations, the Organization expressed concern that engineers who expire on the Hours of Service Law would not be transported in a timely manner to the destination terminal.

This will confirm the advice given to you, i.e., that when an engineer ties up on the Hours of Service before reaching the objective terminal, the Carrier will make every reasonable effort to relieve subject engineer and transport him to the tie up point, expeditiously. The Carrier recognized the interests of the railroad and its engineers are best served when a train reaches the final terminal within the hours of service. In the event this does not occur, the Carrier is committed to relieving that engineer and providing transportation as soon as practical. It is understood that this commitment contemplates transportation in the form of passenger vehicle, and engineers shall not be transported to the tie-up point after Hours of Service tie-ups by means of train except in case of emergency or extraordinary circumstances which make providing a vehicle impossible.

In the event the Organization feels that this commitment is not being observed at a particular location, the General Chairman shall promptly contact the Director of Labor Relations in writing stating the reasons or circumstances thereof. Within ten (10) days after being contacted the Director of Labor Relations will schedule a conference between the parties to discuss the matter and seek a resolution. The conference will include the appropriate General Manager or his designate.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
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MEMPHIS TN 38157

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414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines, and the Brotherhood of Locomotive Engineers.

In our discussions regarding Article IV, this will confirm Carrier's commitment to provide copies of the designated collective bargaining agreement referenced therein to all former SSW/SPCSL and UP (former Eastern District) engineers comprehended by this Implementing Agreement at the earliest possible date, but no later than by date of implementation of this Agreement.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
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GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

In discussing the relocation benefits in Article VII of the Agreement, we discussed the situation where an employee may desire to sell his home prior to the actual implementation of the merger. Carrier committed to you that such employee would be entitled to treatment as a "homeowner" for relocation benefits purposes provided:

1. Upon actual implementation of the Merger Implementing Agreement the engineer meets the requisite test of having been "required to relocate",

2. The sale of the residence occurred at the same location where claimant was working immediately prior to implementation, and

3. The sale of the residence occurred after the date of this Agreement.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 2, 1998

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GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our negotiations the Organization requested a commitment from the Carrier that no engineer currently in the hub would be forced out of the hub. Carrier advised that it could not commit to this since engineers could potentially come into the hub when rosters are formulated, thereby inflating the number of engineers in the hub and creating a surplus. Therefore, in the alternative it was agreed that the total number of engineers in the Kansas City Hub upon finalization of rosters would be no less than the number in the hub on the date of this Implementing Agreement. In the event that number is exceeded because of engineers coming into the hub from other locations in line with their system seniority, the excess may be reduced by the Carrier by forcing junior surplus engineers out of the hub. In the application of this Side Letter, it is understood that engineers coming into the hub from other locations do so as a seniority move and such moves do not trigger relocation benefits. If such moves result in Carrier reducing surplus junior engineers out of the hub, such forced engineers would be eligible for relocation benefits.

If the foregoing adequately and accurately sets forth our agreement regarding this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director - Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 2, 1998

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GENERAL CHAIRMAN BLE
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HAZELWOOD MO 63042

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GENERAL CHAIRMAN BLE
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SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our negotiations of this Hub, the parties agreed that in order to operate the large consolidated hub more efficiently, the following would apply:

1. Article 26(D) of the designated collective bargaining agreement shall remain in full force and effect except as specifically described below. The following exceptions are applicable only in the Kansas City Hub:

   a. Freight pool and extra board engineers filling regular assigned engineer vacancies standing first out on the board at time of call and after taking charge of the train will not be considered runaround when another freight pool or extra board engineer called subsequent to the first out engineer departs from a separate location ahead of the first out engineer. Separate location is defined to mean yards, tracks, or exchange points, which would require a crew van to accomplish the engineer exchange.

   NOTE: Freight pool and extra board engineers called to deadhead will continue to be exchanged with other freight pool engineers on duty in order to comply with the first-in/first-out provisions of Article 26(D) and National Railroad Adjustment Board Award No.24679, except it will not be necessary to exchange engineers when the working engineer is called to handle a train from one yard and the deadhead engineer is called to deadhead from another yard. This exception applies to all pools operating out of the Kansas City Hub.

b. Freight pool and extra board engineers filling regular assigned engineer vacancies standing first out on the board at time of call when required to relieve a train on the far side of the terminal under the "25-mile zone" provisions of this Agreement will be considered as having departed the terminal when such engineer departs in the conveyance to said train.

c. Because of recent experience with start up of new hub operations and to alleviate additional confusion during the initial three (3) pay periods after Kansas City Hub implementation, the terminal runaround rule will be suspended. No departure runarounds will be claimed during that period. Subsequent to those three (3) pay periods, all the provisions of Article 26(D) and the provisions of this Memorandum Letter of Agreement will be in full force and effect.

2. A pool freight engineer arriving at the far terminal out of position will, upon arrival at the far terminal, be placed in the same relative position on the board as the engineer held at the home terminal. If the engineer cannot be returned to the proper position because the engineer has not received the necessary Hours of Service rest, the engineer will, upon arrival at the home terminal, be placed in the same relative position on the board as the engineer held at the home terminal at the start of the previous trip.

This Memorandum Letter of Agreement is made with the understanding it is without prejudice to the positions of the respective parties and it will not be cited by any party in any other negotiation or proceeding.

If the foregoing adequately and accurately describes our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 2, 1998

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GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our negotiations we discussed engineers holding seniority in the hub who were on leaves of absence for medical, union officer, carrier officer, and other such reasons. We agreed these engineers would be treated as if they were working in the craft for the purposes of roster slotting on the dovetailed roster and for prior rights purposes. As such they will be included on the new rosters with the same status they currently hold. Should they return to service as an engineer, they will be covered under the hub agreement in accordance with their seniority.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M.A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 18

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

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GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our negotiations of this Hub, the parties discussed the application of the 1946 Local Agreement in the merged territory.

Article 4, specifically, the Memorandum of Agreement entitled "Local Freight Train Service" contained in Pages 11 and 12 of the current Agreement will be interpreted and applied as follows:

The territories to which this rule applies will not be expanded by the addition of other than former MP Upper Lines territories. The Agreement will apply only to those territories (subdivisions) as described.

Additionally, the reference to "subdivisions which do not show any trains in time table," contained in Section 1 of this Memorandum, refers only to the Missouri Pacific Railroad's time table in effect on August 10, 1946.

The territories subsequently added as a result of merging with other properties will not be subject to the requirements of Section 1 of this Memorandum.

This Memorandum Letter of Agreement is made with the understanding it is without prejudice to the positions of the respective parties and it will not be cited by any party in any other negotiation or proceeding.

If the foregoing adequately and accurately describes our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 19

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

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GENERAL CHAIRMAN BLE
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GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our discussions regarding Article V - Familiarization, we reviewed some of the problems experienced in implementing other hubs. A process which was adopted in the Denver and Salt Lake City Hub was introduced and the parties agreed to apply it at Kansas City. Specifically, it was agreed that during implementation of the hub engineers will not be removed from their regular assignments to become peer trainers, and any engineer required to assist an engineer on a familiarization trip will be compensated on a trip by trip basis as follows:

> *"Engineers who work their assignment (road and yard service) accompanied by an engineer taking a familiarization trip in connection with the merger shall be paid one (1) hour at the straight time rate of pay in addition to all other earnings for each tour of duty. This payment shall not be used to offset any extra board or pool freight guarantee payments."*

Engineers will be required to submit a timeslip indicating he/she was required to train another engineer and shall include the name of the engineer taking the familiarization trip on the timeslip.

It was understood the terms of this understanding shall be applicable for only the first 180 days following date of merger implementation; thereafter, existing agreement provisions will apply. This understanding is without prejudice or precedent to either party.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 20

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date, and specifically Article I.A.4.d. thereof.

While the provisions of Article I.A.4.d. contemplate that engineers dislocated from Ft. Madison as the result of a cessation of operations over BNSF trackage rights would be relocated to Kansas City to exercise their hub seniority, this letter will confirm that Carrier did commit to meet and explore the possibility of integrating those engineers desiring to do so into the existing Chicago to Clinton or Clinton to Des Moines pools. This would of course require the concurrence of the involved BLE General Chairman for that territory. It is understood that any notice or negotiations conducted in this regard would not be under the governance of the commitment letters referenced in the Preamble to this Implementing Agreement.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

Side Letter No. 21

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date, and particularly Article II.F.

As discussed, there are currently a group of engineers in training for Dalhart/Pratt. Under the SSW Agreement and seniority provisions, some of these trainees bid the training vacancies from Kansas City with the hope they could hold seniority in the Kansas City Hub after implementation of the merger. It was agreed that these trainees would stand to be canvassed for establishment of seniority in the Kansas City Hub if the roster sizing numbers are such that there are roster slots for them. If not, there is no requirement that they be added to the Kansas City Hub roster.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 22

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

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GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date, and specifically Articles I.E.2. and III.A.6. thereof.

Extensive discussions were held regarding allocation of yard assignments and extra board work within the consolidated Kansas City Terminal. Carrier agreed to the method of work assignment described herein with the understanding that such arrangement would in no way compromise the Carrier's right to operate the Kansas City Terminal as a consolidated terminal as set forth in this Implementing Agreement, and all yard assignments may operate anywhere within the terminal without any pre-merger seniority distinctions or lines of demarcation. On this basis, it was agreed:

1. All yard assignments and extra board positions in the Kansas City Terminal shall be accessed from a dovetailed seniority roster of all engineers in the Kansas City Hub. This dovetailed roster shall identify every engineer by his zone prior rights, i.e., Zone 1, 2, 3 or 4. Engineers promoted after the date of implementation of this Agreement shall be common, i.e., no prior rights designation shall be noted on said roster.

2. At the equity workshop meeting described in Side Letter No., 10 the parties will develop prior rights percentages to yard work in Kansas City based upon the data used for all the other equity calculations under this Agreement. These percentages will distribute the equity among Zones 1, 2 and 4; Zone 3 will have no equity in the yard work in the Kansas City Terminal.

3. After the equity percentages are developed, an add/cut chart will be developed which describes the proportionate allocation of assignments (including extra board) to prior rights Zone 1, 2 and 4 engineers relative to the total of such assignments within the terminal. The proportional numbers

shall only be relevant for purposes limiting the number of prior rights engineers from each zone exercising their prior rights to such assignments; within such limitations, engineers of all the participating prior rights zones shall compete for assignments within the terminal on the basis of their relative seniority.

4. At the equity workshop meeting described in Side Letter No. 10 the parties will also agree upon the average number of assignments operated in the Kansas City Terminal during the period covered by the equity data. This number will then represent the cap or maximum number of regular assignments subject to the above arrangement. Any assignments established in excess of that number shall be filled by engineers on the basis of their common hub seniority.

5. As indicated above, the extra board described in Article III.A.6 will also be subject to the provisions of Item 3 above. However, the number of extra board positions will not exceed 25% of the number determined under Item 4 above (fractions to be rounded to the next higher number). Once this extra board cap is determined, any extra board positions in excess of that number which are maintained shall be accessed by engineers on the basis of their common hub seniority.

6. Where the above provisions conflict with the provisions of the designated collective bargaining agreement, the above provision shall prevail.

7. The parties will cooperate in meeting to resolve any unforeseen problems or issues relative to implementation of the above procedures.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M.A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 23

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
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5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date, and specifically Article I.B.2.

Much discussion occurred surrounding SSW asserted rights to equity in Zone 2 as a result of train changes related to the discontinuance of operations over the Pueblo Line. Without otherwise commenting upon the positions of the respective committees regarding this matter, suffice it to state the Carrier agreed to the following arrangement proffered by the Organization:

> When rosters are formulated and engineers are canvassed, there will be five (5) positions opened on the Zone 2 prior rights roster for former SSW engineers. (The 5th slot represents the former SSW equity on a yard assignment at Topeka). The senior SSW engineers desiring such Zone 2 roster slots shall be placed on such roster in accordance with their seniority and shall establish prior rights in Zone 2 by virtue thereof. If any or all of said proffered roster slots in Zone 2 go unclaimed, they shall be extinguished and no further right to make claim to them shall exist. It is understood that none of the provisions of this implementing agreement may be construed to allow more than five (5) former SSW engineers to acquire a prior rights slot on the Zone 2 roster.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
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414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

Much discussion occurred surrounding certain calling procedures and other local provisions, such as "Sadie Hawkins Days", applicable to former UP 8th District Engineers performing service in the Kansas City to Marysville pool prior to implementation of this Agreement.

Without prejudice or precedent the Carrier agreed to meet, post implementation, to review the above referred-to items to consider whether to adopt any of these former provisions to Zone 2 and/or the entire Kansas City Hub.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

cc: D.M. Hahs
Vice President - BLE
J.L. McCoy
Vice President - BLE

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 25

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
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5050 POPLAR AVE STE 501
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MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

Upon implementation of this Agreement, and after all assignments have been made in connection therewith, those former SPCSL Engineers who remained at Ft. Madison or continued working between Ft. Madison and Chicago (including Chicago) and who did not relocate to Kansas City will receive a one (1) time in-lieu relocation payment in the gross amount of $3,500.00. Acceptance of this payment constitutes a waiver of all claims or grievances in connection with the elimination of Quincy as a home terminal for pool operations.

The parties hereto acknowledge this arrangement is made without prejudice or precedent and on a not-to-be cited basis.

The terms of this Side Letter are unrelated to and independent of the provisions set forth in Articles I.A.4.c. and I.A.4.d., and shall not have the effect of reducing or negating such provisions.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

QUESTIONS AND ANSWERS - KANSAS CITY HUB

ARTICLE I - WORK AND ROAD POOL CONSOLIDATION

Q.1. What is the impact of the terminal operations at terminals where both the former UP and SSW/SPCSL had yards/terminal operations being "consolidated into a single operation"?

A.1. In a consolidated terminal, all road crews can receive/leave their trains at any location within the boundaries of the new consolidated Terminal and may perform work anywhere within those boundaries pursuant to the applicable collective bargaining agreement. The Carrier will designate the on/off duty points for road crews. All rail lines, yards, and/or sidings within the Terminal are considered as common to all crews working in, into and out of the Terminal and all road crews may perform all permissible road/yard moves pursuant to the applicable collective bargaining agreements.

Q.2. Is it the intent of this agreement to use engineers beyond the 25-mile zone?

A.2. No.

Q.3. Since the 25-mile zone provisions specify that engineers may be called to receive "the train for which they were called", does this preclude their use under such 25-mile zone provision for any other train?

A.3. Yes, unless other pre-existing local agreements or practices permit otherwise.

Q.4. What is intended by the words "at the basic pro rata through freight rate" as used in this Agreement?

A.4. Payment would be at the high (unfrozen) through freight rate of pay which is applicable to the service portion of the trip.

Q.5. How will initial terminal delay be determined when performing service as in the 25-mile zone?

A.5. Initial terminal delay for engineers entitled to such payments will be governed by the applicable collective bargaining agreement and will not commence when a crew operates back through the on-duty point. Operation back through the on-duty point shall be considered as operating through an intermediate point.

Q.6. How is a crew which received their train in the twenty-five (25) mile zone on the far side of the terminal compensated?

A.6. When so used, the crew shall be paid an additional one-half (½) basic day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If the time spent beyond the terminal is greater than four (4) hours, they shall be paid on a minute basis at the basic pro rata through freight rate. Miles within the 25-mile zone shall not be added to the district miles of the run. Time spent within the zone does not factor into the computation of overtime; however, if the time spent within the zone, if factored into the computation of overtime, would produce road overtime earnings for the tour of duty in excess of the minimum four (4) hour payment, the higher overtime earnings would apply.

Q.7. If a crew in the twenty-five (25) mile zone is delayed bringing the train into the origin terminal so that it does not have time to go to the destination terminal, what will happen to the crew?

A.7. If the crew had operated back through the origin terminal, they will be transported to the destination terminal, unless emergency conditions (i.e., acts of God, derailment, etc.) prevent such, and be paid district miles, overtime where applicable and a minimum of four (4) hours at the basic pro rata through freight rate.

Q.8. In regards to Question 6 above. What happens if a crew in the twenty-five (25) mile zone is delayed and does not depart the origin terminal a second time?

A.8. If the crew origin terminal is the home terminal will be released at the origin terminal and paid a basic day, including overtime when applicable, in addition to the minimum of four (4) hours at the basic pro rata through freight rate for working the 25-mile zone. If the origin terminal is the away terminal, the crew will be deadheaded to the destination terminal, except in cases of emergency (i.e., Acts of God, derailment, etc.).

Q.9. Is it the intent of this agreement to use engineers in the 25-mile zone if not qualified to operate on that territory?

A.9. No. It is not the intent of this agreement to require engineers to operate against their will within the 25-mile zone if not familiar with such territory.

Q.10. Do the 25-mile zone provisions, including the pay provisions thereof, apply to all engineers?

A.10. These provisions apply equally to pre-1985 engineer, post-1985 engineers, and engineers hired/promoted subsequent to the provisions of this agreement.

Q.11. Is the ½ day at the basic pro rata through freight rate for operating in the 25-mile zone frozen and/or is it a duplicate payment/special allowance?

A.11. No, it is subject to future wage adjustments and it is not a duplicate pay/special allowance.

Q.12. At locations common to other hubs, such as Jefferson City, Wichita, Winfield, etc., is it understood that the right of a Kansas City Hub engineer to reach out 25 miles beyond the terminal to provide Hours of Service relief under the 25-mile zone provisions of this Agreement is dependent upon reciprocal 25-mile zone agreements in those hubs?

A.12. Yes.

Q.13. When an engineer is used for hours of service relief at the away from home terminal pursuant to this Agreement may he be used to provide relief for more than one train?

A.13. No, when the engineer returns to the away from home terminal after performing hours of service relief (on only one train) he will stand first out upon arrival subject to rest and he shall next be either deadheaded or perform actual service to the home terminal.

Q.14. What does the phrase "interchange rules are not applicable for intra-carrier moves within the terminal" mean?

A.14. This refers to movements between locations, points or yards of the former pre-merger roads (i.e., UP, SP, DRGW, SSW and SPCSL). Interchange rules do not apply to such movements.

Q.15. In Article I.A.9 it is provided that local assignments, assigned freight service, and any other irregular assignments will be protected by prior rights Zone 1 engineers from the Kansas City Hub "on a prior rights basis." What happens when such service is advertised and goes no bid?

A.15. The vacancy would be filled by engineers holding seniority in the terminal. For example, such work would be protected by the OMC at Council Bluffs.

Q.16. Carrier and the Organization on the former Eastern District have entered into an agreement providing for the establishment of RSS assignments at Marysville, which will be under the ED Agreement at that location. Are any such RSS jobs at Marysville to be treated the same as the Jeffrey Energy Pool assignments for purposes of application of the grandfather provisions of Article I.B.8.?

A.16. Yes.

Q.17. With regard to Article I.B.8., is it intended that the attrition of the Jeffrey Energy Pool assignments to the UP 18th District would be applied to force a prior rights former 8th District engineer out of Marysville?

A.17. No.

Q.18. With regard to Article I.B.8.a., if an engineer who was awarded prior rights to the Jeffrey Energy Pool assignments subsequently bid off or was reduced from such assignments, is he precluded from later reasserting his prior rights seniority to such assignments?

A.18. No.

Q.19. Are there any circumstances under which a former UP 8th District engineer would be entitled to relocation benefits from one location to another location within Zone 2?

A.19. Since Marysville, Topeka and Kansas City were all within the same seniority district pre-merger, and are retained/prior righted post-merger, not basis for relocation benefits could be established.

Q.20. Even though under Article I.A.11.b. the extra board at Atchison is not included in the prior rights arrangements at Atchison/St. Joseph, would a prior righted Atchison or St. Joseph engineer forfeit their prior rights under Article I.A.11.a. if they bid in the extra board?

A.20. No.

Q.21. After the six (6) year period in Article I.A.4.c. has expired, what application does Article I.A.4.d. have if the Carrier elects to phase out its use of BNSF trackage rights on a gradual basis rather than on an immediate basis?

A.21. It is not intended that Carrier may circumvent the provisions of Article I.A.4.d. by implementing a plan to discontinue such trackage rights operations on a phased in basis. While the specific facts of the case will speak for themselves, it is undisputed that the intent of the parties is to afford relocation benefits to engineers forced to

relocate to Kansas City as a direct result of discontinuance of exercise of the trackage rights operations.

ARTICLE II - SENIORITY CONSOLIDATIONS

Q.1. What is the status of pre-October 31, 1985 trainmen/firemen seniority?
A.1. Trainmen/firemen seniority will be in negotiations/arbitration with the appropriate Organization. Employees will be treated as firemen should they not be able to hold as an engineer. Those currently "treated as" will continue such status.

Q.2. What is the status of post-October 31, 1985 trainmen/firemen seniority?
A.2. A post-October 31, 1985 engineer will exercise their seniority as a trainman/fireman in accordance with the applicable agreements should they not be able to hold as an engineer.

ARTICLE III - EXTRA BOARDS

Q.1. Will extra boards established under this section be confined to protecting extra work exclusively within the zone in which established?
A.1. All extra boards will only protect extra work within one zone. After implementation, should the Carrier desire to establish extra boards which protect extra work in more than one zone, this will be done pursuant to the existing collective bargaining agreement, and the parties must reach agreement as to how engineers from the zones involved will be allowed to exercise seniority to such extra board(s). Failure to reach such agreement, common seniority will be used.

Q.2. Are these guaranteed extra boards?
A.2. The provisions of the designated collective bargaining agreement shall apply.

Q.3. In Article III.A.1. referring to use of the Atchison Extra Board for Hours of Service relief, what does "except in emergency" mean?
A.3. The order of providing Hours of Service relief would be use of a rested away-from-home pool engineer on a straightaway move or the protecting extra board at Kansas City, including the supplementing extra board described in Article III.A.5.a. If all these sources are exhausted, the Atchison Extra Board could be used in order to move the train.

ARTICLE IV - APPLICABLE AGREEMENTS

Q.1. When the Merger Implementing Agreement becomes effective what happens to existing claims previously submitted under the prior agreements?
A.1. The existing claims shall continue to be handled in accordance with the former agreements and the Railway Labor Act. No new claims shall be filed under those former agreements once the time limit for filing claims has expired.

Q.2. Under Article IV.G., is it the intent that an engineer may receive duplicate compensation under this provision and some other agreement rule, such as deadhead provisions?
A.2. No.

ARTICLE V - FAMILIARIZATION

Q.1. An engineer who makes familiarization trips only on the portion of the geographic territory where he intends to work may later exercise to another part of the territory with which he is not familiar. Does this Agreement apply to the necessary additional familiarization trips?
A.1. Yes, no matter how much time has elapsed from date of implementation of this Agreement.

Q.2. Who will approve an engineer as being properly familiarized on a new territory?
A.2. An engineer will not be considered qualified on a new territory until check ride is given by the designated Carrier officer as per the requirements of 49 CFR, Parts 240.127 and 240.129.

Q.3. May a brakeman, conductor, other employee not specified in the Agreement be used to familiarize an engineer on an unfamiliar geographic territory?
A.3. No.

Q.4. If an unqualified extra engineer stands first out for an assignment and the next extra engineer is qualified, may the first out extra engineer be run-around?
A.4. No. The first out extra engineer will be called for the assignment and the next out engineer qualified will be called to act as a pilot.

Q.5. How shall a qualified engineer used as pilot be compensated?
A.5. The same as if he had operated the train.

ARTICLE VI - IMPLEMENTATION

Q.1. How will Local Chairmen assisting in the implementation process be treated for protection purposes?
A.1. Local Chairmen assisting the Carrier in implementing the Agreement shall be paid the greater of their earnings or their protection. While assisting the Carrier in the implementation process they shall be governed by basic New York Dock protection reduction principals when laying off (other than company service while assisting in implementation) or absent for any reasons. They will not be required to occupy the higher rated job or position during implementation period.

ARTICLE VII - PROTECTIVE BENEFITS AND OBLIGATIONS

Section A:

Q.1. How will test period earnings be calculated for employees returning to service following extended absence (a period of one year or more)?
A.1. Their test period earnings will be the average of the test period earnings of the two (2) employees below and two (2) employees above on the pre-merger rosters working in the same class of service.

Q.2. How will test period earnings be calculated for part time union officers?
A.2. In the same manner as question 1, Answer 1 above.

Q.3. How does the Carrier calculate test period earnings if, during the last twelve (12) months, an employee has missed two (2) months compensated service?
A.3. The Carrier will go back fourteen (14) months (or however many months necessary) to calculate the test period earnings based on twelve (12) months compensated service.

Q.4. How will an employee be advised of his test period earnings?
A.4. Test periods will be furnished to each individual and their appropriate General Chairman.

Q.5. An employee is off one or more days of a month in the test period account of an on-duty personal injury. Will that month be used in computing test period averages?
A.5. Yes, if the employee performed other compensated service during the month.

Q.6. An engineer protects an extra board which pays a bonus day to an employee who stays marked up on the board for the entire pay period. Is this payment included in calculation of test period earnings?
A.6. Yes.

Q.7. Is vacation pay received during the test period considered as compensation?
A.7. Yes.

Q.8. If an engineer is on vacation the entire month and the vacation pay therefor is less than his TPA, would he be entitled to draw a displacement for the difference?
A.8. Yes.

Q.9. How is length of service calculated?
A.9. It is the length of continuous service an employee has in the service of the Carrier, as defined in the Washington Job Protection Agreement of 1936.

Q.10. If an employee has three years of engine service and three years of train service, how many years of protection will they have?
A.10. Six.

Q.11. Claims for a protection guarantee are subject to offset when an employee is voluntarily absent. How are such offsets computed?
A.11. A prorated portion of the guarantee is deducted for each twenty-four (24) hour period or portion thereof. The proportion varies depending on the number of days in the month and the rest days of a regularly assigned employee. For example, in a thirty (30) day month, the through freight deduction would be 1/30th. For an employee assigned to a six (6) day local, the proration would be 1/26th or 1/27th, depending on how rest days fell. For an unassigned yard employee, the proration would be anywhere from 1/20th to 1/24th, depending on how the rest days fall. A deduction will not be made for an employee required to lay-off due to mileage regulations.

Q.12. An employee assigned to the extra board lays off for one day. During the period of lay-off, he would not have otherwise had a work opportunity. What offset should be made in the employee's protective claim?

A.12. A pro rata portion of the guarantee is deducted, such proportion depending on the number of days in the month, i.e., 1/28th, 1/29th, 1/30th or 1/31st. [Except mileage regulation lay-off].

Q.13. What prorated portion of a protection guarantee will be deducted for an employee working on a guaranteed extra board whereon such employee is entitled to lay off up two (2) days per month without deduction of the extra board guarantee?

A.13. No deduction will be made from the protection guarantee for the first two (2) days of layoff during the month. Layoffs in excess of two (2) will result in a prorated deduction from the protection guarantee on the basis of the number of days in the month for each day of layoff in excess of two. [Except mileage regulation lay-off.]

Q.14. How will employees know which jobs are higher rated?

A.14. The Carrier will periodically post job groupings identifying the highest to lowest paid jobs.

Q.15. Will specific jobs be identified in each grouping?

A.15. Pools, locals and extra boards, with different monetary guarantees, may be identified separately but yard jobs and road switchers will not be.

Q.16. What rights does an employee have if he is already covered under labor protection provisions resulting from another transaction?

A.16. Section 3 of New York Dock permits employees to elect which labor protection they wish to be protected under. By agreement between the parties, if an employee has three years remaining due to the previous implementation of Interdivisional Service the employee may elect to remain under that protection for three years and then switch to the number of years remaining under New York Dock. If an employee elects New York Dock then he/she cannot later go back to the original protection even if additional years remain. It is important to remember that an employee may not receive duplicate benefits, extend their protection period or count protection payments under another protection provision toward their test period average for this transaction.

Q.17. Will the Carrier offer separation allowances?

A.17. The Carrier will review its manpower needs at each location and may offer separation allowances if the Carrier determines that they will assist in the merger implementations. Article I Section 7 of New York Dock permits an employee that is "dismissed" as defined by New York Dock to request a separation allowance within seven days of his/her being placed in dismissed status in lieu of all other benefits.

Q.18. Does an employee who elects to exercise his seniority outside the Kansas City Hub and not participate in the formulation of rosters for the new Kansas City Hub qualify for wage protection?

A.18. The certification agreed to under Article VII applies only to those employees who are slotted on the newly formed Kansas City Hub rosters.

Q.19. In applying the "highest rated job" standard to a protected employee, may the Carrier require an employee to take a higher rated job (or use those earnings as an offset against the protection guarantee) which would require a change in residence?
A.19. No, unless the job is protected from that source of supply point.

Section B:

Q.1. Who is required to relocate and is thus eligible for the allowance?
A.1. An engineer who can no longer hold a position at his location and must relocate to hold a position as a result of the merger. This excludes engineers who are borrow outs or forced to a location and released.

Q.2. Are there mileage components that govern the eligibility for an allowance?
A.2. Yes, the engineer must have a reporting point farther than his old reporting point and at least 30 miles between the current home and the new reporting point and at least 30 miles between reporting points.

Q.3. Can you give some examples?
A.3. The following examples would be applicable.

Example 1: Engineer A lives 80 miles east of Kansas City and works a yard assignment at Kansas City. As a result of the merger, he is assigned to a yard job with an on duty at Lee's Summit. Because his new reporting point is closer to his place of residence no relocation allowance is given.

Example 2: Engineer B lives 35 miles east of Kansas City and goes on duty at the SP yard office in Kansas City. As a result of the merger he goes on duty at the UP yard office in Kansas City which is one mile away. No allowance is given.

Example 3: Engineer C lives in Ft. Madison and is unable to hold an assignment at that location and must place on an assignment at Kansas City. The engineer meets the requirement for an allowance and whether he is a homeowner, a homeowner who sells their home or a non-homeowner determines the amount of the allowance.

Example 4: Engineer D lives in Ft. Madison and can hold an assignment in Ft. Madison but elects to place on an assignment at Kansas City. Because the engineer can hold in Ft. Madison, no allowance is given.

Q. 4. Why are there different dollar amounts for non-home owners and homeowners?
A. 4. New York Dock has two provisions covering relocating. One is Article I Section 9 Moving expenses and the other is Section 12 Losses from home removal. The $10,000 is in lieu of New York Dock moving expenses and the additional $10,000 or $20,000 is in lieu of loss on sale of home.

Q. 5. Why is there a set amount offered on loss on sale of home?
A. 5. It is an in lieu of amount. Engineers have an option of electing the in lieu of amount or claiming New York Dock benefits. Some people may not experience a loss on

sale of home or may not want to go through the procedures to claim the loss under New York Dock.

Q. 6. What is loss on sale of home for less than fair value?
A. 6. This refers to the loss on the value of the home that results from the Carrier implementing this merger transaction. In many locations the impact of the merger may not affect the value of a home and in some locations the merger may affect the value of a home.

Q. 7. Can you give an example?
A. 7. Prior to the merger announcement a home was worth $60,000. Due to numerous employees transferring from a small city the value drops to $50,000. Upon approval of the sale by the Carrier employee is entitled to $10,000 under Section 12 and the expenses provided under Section 9, or the owner can claim the in lieu of amount of $30,000.

Q. 8. If the parties cannot agree on the loss of fair value what happens?
A. 8. New York Dock Article I Section 12 (d) provides for a panel of real estate appraisers to determine the value before the merger announcement and the value after the merger transaction.

Q. 9. What happens if an employee sells a home valued at $50,000 for $20,000 to a family member?
A. 9. That is not a bona fide sale and the employee would not be entitled to either an in lieu of payment or a New York Dock payment for the difference below the fair value.

Q. 10. What is the most difficult part of New York Dock in the sale transaction?
A. 10. Determine the value of the home before the merger transaction. While this can be done through the use of professional appraisers, many people think their home is valued at a different amount.

Q.11. Must SPCSL engineers and SSW Jefferson City engineers be forced to an assignment to be eligible for relocation benefits?
A.11. No, since they must relocate (except those Jefferson City engineers electing the benefits of Side Letter No. 7) to Kansas City, they make application for other assignments.

Q.12. Are there any seniority moves that are eligible for an allowance?
A.12. Yes. A seniority move that permits another employee who would have otherwise been forced to move to remain at the same location will be eligible for an allowance. The move may not trigger other relocation allowances.

SIDE LETTER NO. 2

Q. 1. Will an engineer gain or lose vacation benefits as a result of the merger?
A. 1. SSW/SPCSL engineers will retain the number of weeks vacation earned for 1998 and 1999 that they would have earned under their previous vacation agreement. Beginning with the 2000 calendar year they will be treated as if they had always been a UP engineer and will earn identical vacation benefits as a UP engineer who had the same hire date and same work schedule.

Q. 2. When the agreement is implemented, which vacation agreement will apply?
A. 2. The vacation agreements used to schedule vacations for 1998 will be used for the remainder of 1998 and in 1999.

Q. 3. Will personal leave be applicable to SSW/SPCSL engineers in 1998?
A. 3. Personal leave days for SSW/SPCSL engineers will apply effective January 1, 1999. The number of personal leave days applicable to SSW/SPCSL engineers in 1998 will be prorated based upon actual implementation date.

MILEAGE OF RUNS
ATTACHMENT "B"

Kansas City to Council Bluffs (via Falls City)	204
Kansas City to Des Moines (former CNW)	221
Kansas City to Ft. Madison	225
Kansas City to Quincy	210
Kansas City to Marysville	147
Kansas City to Jefferson (via River Sub)	162
Kansas City to Jefferson City (via Sedalia)	154
Kansas City to Wichita (via BNSF trackage/El Dorado)	197
Kansas City to Wichita (via BNSF trackage/Peabody)	197
Kansas City to Wichita (via BNSF trackage/Newton)	215
Kansas City to Winfield (via BNSF trackage)	215
Kansas City to Coffeyville	190
Kansas City to Pratt (via Hutchinson)	268
Ft. Madison to Chicago (IHB)	230
Quincy to Chicago (IHB)	265

All mileages shown are approximations and are subject to final verification.

EXHIBIT D
PAGE 85 OF 91

ATTACHMENT "C"

POOL ALLOCATION

Kansas City - Jefferson City Pool (__turns); former UP _____%; former SSW _____%.

1.	UP	11.	UP
2.	SSW	12.	SSW
3.	UP	13.	UP
4.	SSW	14.	SSW
5.	UP	15.	UP
6.	SSW	16.	SSW
7.	UP	17.	UP
8.	SSW	18.	SSW
9.	UP	19.	UP
10.	SSW	20.	SSW

(Turns in excess of the highest number shown herein will be filled by engineers from the zone roster, and thereafter from the common roster).

ATTACHMENT "D"
UP
Jefferson City Engineers

1.	H. R. Bunch	11/21/73
2.	T. G. Stock	01/16/74
3.	C. P. Beach	02/08/74
4.	E. R. Lister	05/08/74
5.	W. D. Herrington	05/17/74
6.	L. E. Bagby	06/30/74
7.	T. M. Kohn	08/15/74
8.	F. S. Wiggins	08/19/74
9.	D. G . Wagers	09/28/74
10.	D. D. Huff	10/12/74
11.	M. W. Carver	11/04/74
12.	D. A. Slicker	04/16/75
13.	J. G. McCasland	09/01/75
14.	D. W. Roling	09/01/75
15.	M. W. Offineer	12/02/75
16.	S. A. Wheeler	04/17/76
17.	W. J. Shelton	12/10/76
18.	R. J. Berhorst	12/10/76
19.	R. L. Moeckel	04/23/77
20.	L. C. Frank	07/25/77
21.	D. M. Steigers, Jr.	07/25/77
22.	M. W. Smith	10/26/77
23.	R. L. Viessman	11/16/77
24.	R. W. Nowack	11/16/77
25.	J. M. Rackers	04/29/78
26.	W. F. McKinney	04/29/78
27.	D. A. Laune	08/01/78
28.	C. W. Goodin	08/01/78
29.	D. E. Imsland	01/28/78
30.	J. R. Stevens	01/29/79
31.	M. H. Twardowski	02/19/79
32.	S. L. Job	10/21/79
33.	R. K. Sennott	10/22/79
34.	C. W. Kerr	11/10/79

EXHIBIT D
PAGE 87 OF 91

ATTACHMENT "D"
UP
Jefferson City Engineers

35.	C. A. VanLoo	03/11/80
36.	S. G. Asher	05/24/80
37.	L. K. Lorts	05/24/80
38.	H. D. Downing	05/24/80
39.	C. L. Williams	08/16/80
40.	H. W. Schanuth, Jr.	04/26/81
41.	B. M. Britt	04/26/81
42.	A. K. Schad	04/26/81
43.	C. F. Chapman	04/26/81
44.	R. K. Ellis	04/26/81
45.	C. W. Groose	04/26/81
46.	T. J. Schepers	04/26/81
47.	C. E. Weaver	06/09/81
48.	L. A. Frank	02/18/82
49.	C. G. Palmer	02/18/82
50.	J. S. Moss	02/18/82
51.	A. L. Adams	04/09/82
52.	K. W. Pihana	06/05/82
53.	H. J. Smith	11/22/94
54.	R. O. Key	11/22/94
55.	S. P. Keilt	11/25/94
56.	A. I. Lindsey	12/01/94
57.	K. N. Olsen	04/08/96
58.	C. C. Groose	04/08/96
59.	R. J. Berthelson	05/03/96
60.	A. L. Cachere	05/03/96
61.	J. P. Sevart	05/03/96
62.	E. V. Ochs	05/03/96
63.	T. C. McCormick	05/03/96
64.	C. L. Groose	01/07/97

EXHIBIT D
PAGE 88 OF 91

ATTACHMENT "D" (Cont'd)
SSW
Jefferson City Engineers

1.	A. R. Barnett	498-64-8641
2.	W. M. Bond	488-48-7762
3.	D. A. Brown	430-84-2941
4.	G. M. Campbell	489-48-6291
5.	D. L. Claque	431-82-1203
6.	R. D. Cummings	490-58-6727
7.	G. W. Davis	488-54-5738
8.	B. H. Demsey	493-46-5704
9.	G. R. Dildy	432-90-7501
10.	M. A. Dixon	432-90-9018
11.	S. V. Davenport	432-66-9151
12.	M. E. Gage	494-48-1534
13.	W. E. Gross	486-46-6308
14.	R. J. Hanschen	494-56-4710
15.	C. J. Hicks	490-52-8319
16.	R. E. Holdt	490-44-1427
17.	T. G. Jenkins	492-50-5232
18.	S. M. Jungers	355-46-3204
19.	R. D. Lambeth	
20.	R. A. Lawrence	489-44-7272
21.	G. R. Moore	430-90-4525
22.	D. T. Mayberry	430-86-4260
23.	M. J. Menz	480-56-5003
24.	T. W. Mobley	498-56-9829
25.	L. D. Malloy	487-60-0637
26.	D. G. Morris	498-60-1850
27.	G. W. Osterhage	350-36-6191
28.	D. L. Patrick	430-84-4709
29.	R. L. Pettit	498-56-9524
30.	K. D. Pickett	497-50-3013
31.	R. G. Potter	336-34-4705
32.	G. B. Ruiz	500-34-9530
33.	T. C. Sawyer	337-58-8700
34.	G. H. Schaefer	494-56-1547
35.	J. W. Sissom	494-56-3344
36.	D. R. Snyder	428-88-2388
37.	L. W. Steele	498-46-8524
38.	F. G. Spencer, Sr.	450-66-1573
39.	W. P. Stover	360-32-6732
40.	L. E. Strange	499-48-5076
41.	D. R. Svetlich	513-44-3474
42.	F. J. Thielemier	
43.	G. W. Thomas	432-02-9718
44.	J. L. Webb	495-52-1476
45.	R. L. Wright	494-56-0481
46.	M.O. Coats	

EXHIBIT D
PAGE 89 OF 91

ATTACHMENT "E"

POOL ALLOCATION

Kansas City - Jefferson City Pool (51 turns); former UP 69%; former SSW 31%

1.	UP	27.	UP
2.	SSW	28.	SSW
3.	UP	29.	UP
4.	UP	30.	UP
5.	SSW	31.	SSW
6.	UP	32.	UP
7.	UP	33.	UP
8.	UP	34.	SSW
9.	SSW	35.	UP
10.	UP	36.	UP
11.	UP	37.	UP
12.	SSW	38.	SSW
13.	UP	39.	UP
14.	UP	40.	UP
15.	SSW	41.	SSW
16.	UP	42.	UP
17.	UP	43.	UP
18.	SSW	44.	SSW
19.	UP	45.	UP
20.	UP	46.	UP
21.	SSW	47.	SSW
22.	UP	48.	UP
23.	UP	49.	UP
24.	UP	50.	SSW
25.	SSW	51.	UP
26.	UP		

(Turns in excess of the highest number shown herein will be filled by engineers from the zone roster, and thereafter from the common roster).

ATTACHMENT "F"

Zone 1 (Baselines)

MP	47
CNW	17
SPCSL	32 (16 Kansas City to Ft. Madison/Quincy and 16 Ft. Madison/Quincy to Chicago)
Total	80

Zone 4 (Baseline)

Total	69

The above totals do not include extra boards, these are regular assigned baselines.

EXHIBIT D
PAGE 91 OF 91

ORGANIZATION EXHIBIT

E

CP;

PERSONAL STATUS INQUIRY 06/05/00 14:12C

NAME	SSN	LOC	BRD	J/C	POS	B/F	QUAL
MO COATS	$ 490-56-9764	MX125	RE36	SW40	ENG	P	EP

16008 E 28TH TERR.APT.2207 INDEPENDENCE MO 640550000

VACATION SENIORITY DATE - 03/13/71
PERSONAL LEAVE SENIORITY DATE - 03/13/71

ASSIGNMENT SEN:
ENG 74/04/26 006 ROSTER-NO 358101 P
"MIKE" L/C BLE2NDCEL.PH GETS5WKS2000VA
STATUS: OK

RESTED TIME: 06/05 1155

* * * PERSONAL DAYS * * * 2000
ALLOWED-11 CARRIED OVER-00 DENIED-00 PAID-03 CARRIED OVER DAYS PAID-00

* * * UP PERSONAL DAYS PAID: DATE AMOUNT PAID
01/16/00 155.11 $
3B MJ L1U1 A,a R1 C3 L1U35

CP;

02/25/00 155.11 $
03/04/00 155.11 $

* * * HOLIDAYS * * * 2000
HOLIDAYS PAID- 00

* * * SCHEDULED VACATION * * * 2000
VACATION WEEKS ALLOWED-05

02/07 - 02/13 03/20 - 03/26 04/03 - 04/16
12/25 - 12/31

VACATION PAID	DATE	PAID
	02/04 - 07 DAYS	$ ---.--
	03/17 - 07 DAYS	$ ---.--
	04/04 - 12 DAYS	$ ---.--
	04/16 - 02 DAYS	$ ---.--

* * * EXTRA BOARD AVAILABLE DAYS NOT WORKED * * *

3B MJ L1U1 A,a R1 C3 L1U35

EXHIBIT E
PAGE 1 OF 2

```
CREW CONSIST MILES- 0324
TIMES OUT: 07
AFHT ASGN:  MX125  RE36 SW40 ENG
C/D MSG: 1138 WKS AT HOME & KC..L
PS  MSG: TOOK MOVING ALLOWANCE MUST STAY AT MX283 2 YEARS

                    * * * CERTIFICATION DATA * * *

CERTIFIED (Y/N): Y      CERTIFIED DATE:  10 04 99   EXP DATE: 10 30 02
CLASS OF SERVICE: 1 (1-ENGINEER, 2-SERVICING ENGINEER, 3-STUDENT ENGINEER)
                    (4-STUDENT ENG-QUALIFIED LSE, 5-STUDENT LSE)

                        * * * SENIORITY * * *
          ENG 74/04/26 006 ROSTER-NO 358101              P
          ENG 98/03/15 179 ROSTER-NO 056112              P
          ENG 74/04/26 009 ROSTER-NO 300101
          ENG 83/11/15 930 ROSTER-NO 301101
          ENG 74/04/26 025 ROSTER-NO 302101
          ENG 74/04/26 051 ROSTER-NO 302112              P
          ENG 83/11/16 009 ROSTER-NO 303101
SB MJ L1U1                                A,a    R1 C3                L1U35




  CP;
          ENG 83/11/16 040 ROSTER-NO 304101
          ENG 83/11/16 036 ROSTER-NO 305101              P
          ENG 83/11/16 051 ROSTER-NO 306101
          ENG 83/11/15 930 ROSTER-NO 307101
          ENG 74/04/26 025 ROSTER-NO 308101
          ENG 74/04/26 025 ROSTER-NO 311101
          ENG 74/04/26 179 ROSTER-NO 311112              P
          ENG 83/11/16 009 ROSTER-NO 312101
          ENG 74/04/26 090 ROSTER-NO 350101              P
          ENG 99/01/16 063 ROSTER-NO 351101              P
          ENG 99/01/16 059 ROSTER-NO 352101              P
          ENG 74/04/26 010 ROSTER-NO 353101              P
          ENG 99/01/16 066 ROSTER-NO 354101              P
          ENG 99/01/16 062 ROSTER-NO 355101              P
          ENG 99/01/17 062 ROSTER-NO 356101              P
          ENG 99/01/16 007 ROSTER-NO 357101              P
          ENG 99/01/17 062 ROSTER-NO 359101              P

        * * * SUBDIVISIONS WORKED IN LAST 12 MONTHS * * *
            SUBDIVISION              LAST TRIP WORKED
        8050-KC TERMINAL           06/04/00 21:15
        0070-SEDALIA               06/04/00 21:15
SB MJ L1U1                                A,a    R1 C3                L1U35




SB MJ L1U1                                A,a    R1 C3                L1U35
                                                                PAGE:0005/0005 C-00 P-00
SB MJ L1U1                                A,a    R24C3                L1U35
SB MJ L1U1                                A,a    R23C3                L1U35
  FD;
        0065-JEFFERSON CITY        06/04/00 21:15
```

EXHIBIT E
PAGE 2 OF 2

ORGANIZATION EXHIBIT

F

CP;

PERSONAL STATUS INQUIRY 06/05/00 14:30C

NAME	SSN	LOC	BRD	J/C	POS	B/F	QUAL
LD MOLLOY	487-60-0637	MX125	RE36	KS22	ENG	P	EP

207 NE 58TH TERRACE #8 GLADSTONE MO 641182487

VACATION SENIORITY DATE - 09/09/76
PERSONAL LEAVE SENIORITY DATE - 09/09/76

ASSIGNMENT SEN:
ENG 89/06/30 081 ROSTER-NO 353101 P
ACC CODE 8401435DWAYNE DPU/QUL DUE4WK20
STATUS: OK

RESTED TIME: 06/04 1710

* * * PERSONAL DAYS * * * 2000
ALLOWED-11 CARRIED OVER-00 DENIED-00 PAID-00 CARRIED OVER DAYS PAID-00

SB MJ L1U1 A,a R1 C3 L1U35

CP;

* * * HOLIDAYS * * * 2000
HOLIDAYS PAID- 00

* * * SCHEDULED VACATION * * * 2000
VACATION WEEKS ALLOWED-04

03/13 - 03/19 05/01 - 05/07 07/31 - 08/13

* * * EXTRA BOARD AVAILABLE DAYS NOT WORKED * * *

* * * LAID OFF HURT DAYS * * *

CREW CONSIST MILES- 0478
TIMES OUT: 06
C/D MSG: DPU- NEEDS 2 HOUR CALL
PS MSG: TOOK MOVING ALLOWANCE MUST STAY AT MX283 2 YEARS

* * * CERTIFICATION DATA * * *

CERTIFIED (Y/N): Y CERTIFIED DATE: 12 04 98 EXP DATE: 01 05 02
CLASS OF SERVICE: 1 (1-ENGINEER, 2-SERVICING ENGINEER, 3-STUDENT ENGINEER)
SB MJ L1U1 A,a R1 C3 L1U35

EXHIBIT F
PAGE 1 OF 2

ORGANIZATION EXHIBIT

G

CP;

PERSONAL STATUS INQUIRY 06/05/00 14:35C

NAME	SSN	LOC	BRD	J/C	POS	B/F	QUAL
DR SNYDER	428-88-2388	MX125	RE36	KS42	ENG	P	EP

2310 LINDA LANE COLUMBIA MO 652020000

VACATION SENIORITY DATE - 06/28/67
PERSONAL LEAVE SENIORITY DATE - 06/28/67

ASSIGNMENT SEN:
ENG 94/05/01 084 ROSTER-NO 353101 P
'ROY' 'DOCTOR' DPU QUAL
STATUS: OK

RESTED TIME: 06/04 2255

* * * PERSONAL DAYS * * * 2000

ALLOWED-11	CARRIED OVER-00	DENIED-00	PAID-00	CARRIED OVER DAYS PAID-00

SB MJ L1U1 A,a R1 C3 L1U35

CP;

* * * HOLIDAYS * * * 2000

HOLIDAYS PAID- 00

* * * SCHEDULED VACATION * * * 2000

VACATION WEEKS ALLOWED-05

01/17 - 01/23	03/27 - 04/02	04/24 - 04/30
06/26 - 07/02	08/28 - 09/03	

VACATION PAID	DATE	PAID
	01/17 - 07 DAYS	$ ---.--
	03/27 - 05 DAYS	$ ---.--
	04/01 - 02 DAYS	$ ---.--
	04/22 - 07 DAYS	$ ---.--

* * * EXTRA BOARD AVAILABLE DAYS NOT WORKED * * *

* * * LAID OFF HURT DAYS * * *

CREW CONSIST MILES- 0478
TIMES OUT: 09
SB MJ L1U1 A,a R1 C3 L1U35

EXHIBIT G
PAGE 1 OF 2

```
PS  MSG: TOOK MOVING ALLOWANCE MUST STAY AT MX283 2 YEARS
                    * * * CERTIFICATION DATA * * *
CERTIFIED (Y/N): Y      CERTIFIED DATE:  05 10 99   EXP DATE: 07 18 02
CLASS OF SERVICE: 1 (1-ENGINEER, 2-SERVICING ENGINEER, 3-STUDENT ENGINEER)
                    (4-STUDENT ENG-QUALIFIED LSE, 5-STUDENT LSE)
  CP;
          SWI 71/10/17 605 ROSTER-NO 307501
          SWI 71/10/17 610 ROSTER-NO 307502
          ENG 94/05/01 025 ROSTER-NO 308101
          CON 71/10/16 100 ROSTER-NO 308301
          BRK 67/06/28 005 ROSTER-NO 308401
          SWI 71/10/17 615 ROSTER-NO 308501                    D
          SWI 71/10/17 605 ROSTER-NO 308502
          SWI 83/07/05 027 ROSTER-NO 309501
          CON 92/03/23 640 ROSTER-NO 310301
          BRK 92/03/23 605 ROSTER-NO 310401
          SWI 92/03/23 605 ROSTER-NO 310501
          ENG 94/04/01 015 ROSTER-NO 311101
          ENG 94/04/01 380 ROSTER-NO 311112                    P
          CON 74/04/05 010 ROSTER-NO 311301
          BRK 71/10/17 605 ROSTER-NO 311401
          ENG 94/05/01 040 ROSTER-NO 312101
          SWI 83/07/05 028 ROSTER-NO 312501
          SWI 71/10/17 605 ROSTER-NO 313501
          SWI 71/10/17 605 ROSTER-NO 314501
          SWI 71/10/17 605 ROSTER-NO 315501
          SWI 71/10/17 605 ROSTER-NO 316501
          ENG 94/05/01 615 ROSTER-NO 350101                    P
SB MJ L1U1                                  A,a    R1 C3                L1U35



SB MJ L1U1                                  A,a    R1 C3                L1U35
  FD;
          ENG 99/01/16 383 ROSTER-NO 351101                    P
          ENG 99/01/16 448 ROSTER-NO 352101                    P
          ENG 99/01/16 472 ROSTER-NO 354101                    P
          ENG 99/01/16 382 ROSTER-NO 355101                    P
          ENG 99/01/17 382 ROSTER-NO 356101                    P
          ENG 99/01/16 023 ROSTER-NO 357101                    P
          ENG 94/05/01 022 ROSTER-NO 358101                    P
          ENG 99/01/17 382 ROSTER-NO 359101                    P

         * * * SUBDIVISIONS WORKED IN LAST 12 MONTHS * * *
            SUBDIVISION              LAST TRIP WORKED
         8050-KC TERMINAL          06/04/00 06:00
         0070-SEDALIA              06/04/00 06:00
         0065-JEFFERSON CITY       06/04/00 06:00

             * * * CMS RESPONSIBILITY GROUPINGS * * *
                         JEFFZ3ENG
                             JEFFZ3TNM
EOM
```

EXHIBIT G
PAGE 2 OF 2

ORGANIZATION EXHIBIT

H

CP;

PERSONAL STATUS INQUIRY 05/24/00 10:27C

NAME	SSN	LOC	BRD	J/C	POS	B/F	QUAL
W KERR	$ 499-44-8247	MX125	RE36	KU18	ENG	A	EFHSPIO

26 CHEROKEE DR JEFFERSONCITY MO 651010000

'ACATION SENIORITY DATE - 05/25/77
'ERSONAL LEAVE SENIORITY DATE - 05/25/77

ASSIGNMENT SEN:
ENG 79/11/10 059 ROSTER-NO 353101 P
CHARLIE 3RD MOBILE PH DPU "Q"
'TATUS: OK

'ESTED TIME: 05/23 0710

* * * PERSONAL DAYS * * * 2000
LLOWED-11 CARRIED OVER-02 DENIED-00 PAID-00 CARRIED OVER DAYS PAID-02

* * UP PERSONAL DAYS PAID: DATE AMOUNT PAID
03/19/00 155.11 $
'B MJ L1U4 A,a R1 C3 L1U38

CP;

03/20/00 155.11 $

* * * HOLIDAYS * * * 2000
'OLIDAYS PAID- 00

* * * SCHEDULED VACATION * * * 2000
'ACATION WEEKS ALLOWED-04

04/24 - 04/30 09/04 - 09/24

'ACATION PAID DATE PAID
04/22 - 07 DAYS $ ---.--

* * * EXTRA BOARD AVAILABLE DAYS NOT WORKED * * *

* * * LAID OFF HURT DAYS * * *

'REW CONSIST MILES- 0948
'IMES OUT: 01
'/D MSG:
'B MJ L1U4 A,a R1 C3 L1U38

CP;
'S MSG: TOOK MOVING ALLOWANCE MUST STAY AT MX283 2 YEARS

EXHIBIT H
PAGE 1 OF 2

CERTIFIED (Y/N): Y CERTIFIED DATE: 02 09 99 EXP DATE: 04 19 02
CLASS OF SERVICE: 1 (1-ENGINEER, 2-SERVICING ENGINEER, 3-STUDENT ENGINEER)
(4-STUDENT, 5-QUALIFIED LSE, 5-STUDENT LSE)

* * * SENIORITY * * *

ENG	79/11/10	059	ROSTER-NO 353101	P
BRK	85/11/02	635	ROSTER-NO 031490	
ENG	89/02/24	506	ROSTER-NO 039111	P
FIR	78/04/21	002	ROSTER-NO 039211	HSIO
ENG	89/02/24	506	ROSTER-NO 040111	P
ENG	79/11/10	001	ROSTER-NO 056101	P
ENG	89/02/24	155	ROSTER-NO 056112	P
FIR	78/04/21	002	ROSTER-NO 056201	HSIO
ENG	98/07/01	155	ROSTER-NO 302112	P
ENG	98/03/15	155	ROSTER-NO 311112	P
ENG	79/11/10	316	ROSTER-NO 350101	P
ENG	99/01/16	203	ROSTER-NO 351101	P
ENG	99/01/16	249	ROSTER-NO 352101	P

SB MJ L1U4 A,a R1 C3 L1U38

SB MJ L1U4 A,a R1 C3 L1U38
FD;

ENG	99/01/16	236	ROSTER-NO 354101	P
ENG	99/01/16	202	ROSTER-NO 355101	P
ENG	99/01/17	202	ROSTER-NO 356101	P
ENG	79/11/10	040	ROSTER-NO 357101	P
ENG	99/01/16	044	ROSTER-NO 358101	P
ENG	99/01/17	202	ROSTER-NO 359101	P

* * * SUBDIVISIONS WORKED IN LAST 12 MONTHS * * *

SUBDIVISION	LAST TRIP WORKED
8050-KC TERMINAL	05/22/00 16:00
0070-SEDALIA	05/22/00 16:00
0065-JEFFERSON CITY	05/22/00 16:00

* * * CMS RESPONSIBILITY GROUPINGS * * *
JEFFZ3ENG
JEFFZ3TNM

EOM

EXHIBIT H
PAGE 2 OF 2

ORGANIZATION EXHIBIT

I

CP;

PERSONAL STATUS INQUIRY 06/05/00 14:36C

NAME	SSN	LOC	BRD	J/C	POS	B/F	QUAL
AL CHACHERE	513-78-2832	MX125	RE36	KU33	ENG	A	EFP

2038 N 42ND STREET KANSAS CITY KS 66104

VACATION SENIORITY DATE - 05/08/95
PERSONAL LEAVE SENIORITY DATE - 05/08/95

ASSIGNMENT SEN:
ENG 96/05/03 111 ROSTER-NO 353101 P
ALVIN 2 HR CALL AT KC....DPU "Q" NO SU
STATUS: OK

RESTED TIME: 06/05 0605

* * * PERSONAL DAYS * * * 2000
ALLOWED-05 CARRIED OVER-00 DENIED-00 PAID-02 CARRIED OVER DAYS PAID-00

* * * UP PERSONAL DAYS PAID:

DATE	AMOUNT PAID
01/27/00	155.11 $

SB MJ L1U1 A,a R1 C3 L1U35

CP;

01/28/00	155.11 $

* * * HOLIDAYS * * * 2000
HOLIDAYS PAID- 00

* * * SCHEDULED VACATION * * * 2000
VACATION WEEKS ALLOWED-02

01/03 - 01/09 10/23 - 10/29 SGL

VACATION PAID	DATE	PAID
	01/03 - 07 DAYS	$ ---.--
	03/30	$ ---.--
	03/31	$ ---.--
	04/01	$ ---.--
	04/02	$ ---.--
	04/03	$ ---.--

* * * EXTRA BOARD AVAILABLE DAYS NOT WORKED * * *
SB MJ L1U1 A,a R1 C3 L1U35

EXHIBIT I
PAGE 1 OF 2

```
                    * * * LAID OFF HURT DAYS * * *
CREW CONSIST MILES- 0470
TIMES OUT: 14
C/D MSG:
PS  MSG: TOOK MOVING ALLOWANCE MUST STAY AT MX283 2 YEARS
                    * * * CERTIFICATION DATA * * *
CERTIFIED (Y/N): Y      CERTIFIED DATE:  09 02 98   EXP DATE: 10 01 01
CLASS OF SERVICE: 1 (1-ENGINEER, 2-SERVICING ENGINEER, 3-STUDENT ENGINEER)
                    (4-STUDENT ENG-QUALIFIED LSE, 5-STUDENT LSE)
  CP;
          SWI 95/06/12 020 ROSTER-NO 057501
          CON 95/06/12 020 ROSTER-NO 058311              P
          BRK 95/06/12 020 ROSTER-NO 058411
          SWI 95/06/12 020 ROSTER-NO 058511
          CON 95/06/12 020 ROSTER-NO 059311              P
          CON 95/06/12 020 ROSTER-NO 059312              P
          BRK 95/06/12 020 ROSTER-NO 059411
          BRK 95/06/12 020 ROSTER-NO 059412
          SWI 95/06/12 020 ROSTER-NO 059511
          SWI 95/06/12 020 ROSTER-NO 059512
          SWI 95/06/12 020 ROSTER-NO 059513
          SWI 95/06/12 020 ROSTER-NO 059514
          SWI 95/06/12 020 ROSTER-NO 059515
          SWI 95/06/12 020 ROSTER-NO 059516
          ENG 98/07/01 254 ROSTER-NO 302112              P
          ENG 98/03/15 254 ROSTER-NO 311112              P
          ENG 96/05/03 755 ROSTER-NO 350101              P
          ENG 99/01/16 472 ROSTER-NO 351101              P
          ENG 99/01/16 554 ROSTER-NO 352101              P
          ENG 99/01/16 577 ROSTER-NO 354101              P
          ENG 99/01/16 472 ROSTER-NO 355101              P
          ENG 99/01/17 472 ROSTER-NO 356101              P
SB MJ L1U1                                  A,a    R1 C3              L1U35
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SB MJ L1U1                                  A,a    R1 C3              L1U35
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  FD;
          ENG 96/05/03 063 ROSTER-NO 357101              P
          ENG 99/01/16 068 ROSTER-NO 358101              P
          ENG 99/01/17 472 ROSTER-NO 359101              P

         * * * SUBDIVISIONS WORKED IN LAST 12 MONTHS * * *
            SUBDIVISION              LAST TRIP WORKED
         8050-KC TERMINAL          06/04/00 13:45
         0070-SEDALIA              06/04/00 13:45
         0065-JEFFERSON CITY       06/04/00 13:45

             * * * CMS RESPONSIBILITY GROUPINGS * * *
                         JEFFZ3ENG
                             JEFFZ3TNM
EOM
```

EXHIBIT I
PAGE 2 OF 2

ORGANIZATION EXHIBIT

J

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

July 25, 2000

110.61-20-300

Mr. C. R. Rightnowar
General Chairman BLE
320 Brookes Dr. Suite 115
Hazelwood, MO 63042

Mr. D. E. Thompson
General Chairman BLE
414 Missouri Boulevard
Scott City, MO 63780

Mr. J. R. Koonce
General Chairman BLE
5050 Poplar Avenue, Suite 501
Memphis, TN 38157

Mr. M. A. Young
General Chairman BLE
1620 Central Avenue, RM 203
Cheyenne, WY 92001

Dear Gentlemen:

This letter is in reference to the dispute regarding the interpretation of Side Letter 7 of the Kansas City Hub Agreement scheduled for arbitration with Neutral John B. LaRocco on Thursday, August 17, 2000, in Roseville, California. The Board will take place in the Carrier's office at 10031 Foothills Blvd., commencing at 9:00 a.m. I will forward information as to which conference room we will use.

The Carrier has been requested by several General Chairmen to put forth its position in this arbitration. It is the Carrier's position that any prior rights Jefferson City engineer who accepts relocation from Jefferson City to Kansas City will be removed from Attachment D of the Kansas City Hub Agreement. The acceptance of relocation monies is a voluntary vacation of the pool assignment, which, if not claimed by a prior rights Jefferson City engineer will be readvertised with a Kansas City home terminal.

Sincerely,

Andrea Gansen
Director Labor Relations

Copy to: J. B. LaRocco
D. M. Hahs
W. S. Hinckley

J-1

ORGANIZATION EXHIBIT

K

COPIES OF WRITTEN REQUEST FOR RELOCATION *IN LIEU OF* NEW YORK DOCK BENEFITS ALONG WITH SUPPORTING DOCUMENTATION AND COPY OF PAYMENT RECIEVED

K-1

FD;

```
 SWI 83/07/04 030 ROSTER-NO 315501
 SWI 83/07/04 030 ROSTER-NO 316501
 ENG 89/06/30 491 ROSTER-NO 350101                P
 ENG 99/01/16 302 ROSTER-NO 351101                P
 ENG 99/01/16 386 ROSTER-NO 352101                P
 ENG 99/01/16 362 ROSTER-NO 354101                P
 ENG 99/01/16 301 ROSTER-NO 355101                P
 ENG 99/01/17 301 ROSTER-NO 356101                P
 ENG 99/01/16 019 ROSTER-NO 357101                P
 ENG 89/06/30 018 ROSTER-NO 358101                P
 ENG 99/01/17 301 ROSTER-NO 359101                P

* * * SUBDIVISIONS WORKED IN LAST 12 MONTHS * * *
    SUBDIVISION              LAST TRIP WORKED
8050-KC TERMINAL           06/04/00 02:15
0070-SEDALIA               06/04/00 02:15
0065-JEFFERSON CITY        06/04/00 02:15

    * * * CMS RESPONSIBILITY GROUPINGS * * *
                JEFFZ3ENG
                     JEFFZ3TNM
```

EXHIBIT F
PAGE 2 OF 2

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Mike Coats, Vice General Chairman
Local Chairman, Division 609
3017 County Road 490
New Bloomfield, MO 65063
(573) 295-4811
Fax (573) 295-4942

April 5, 2000

Andrea Gansen, Director
Labor Relations, Union Pacific Railroad
1416 Dodge Street
Omaha, Nebraska 68179

Reference: Relocation allowance for Michael O. Coats (490-56-9764) pursuant to the Kansas City Hub Agreement.

Andrea,

Find enclosed signed application for Hub Relocation Benefits, General Warranty Deed dated January 8, 1993, denoting purchase of residence, General Warranty Deed dated August 14, 1998, denoting sale of residence, copies of Article VII B and Side Letter No. 14 of the Kansas City Hub, copy of Pins employee address update, and a signed lease denoting same updated address.

I believe the above mentioned and enclosed documents should be sufficient to meet the criteria as written in Article VII B and Side Letter No. 14 of the Kansas City Hub to allow you to process my request for those Relocation Benefits listed therein. If additional information is required, please call me at 573-295-4811 or 573-230-1138 or fax 573-295-4942.

Thanks in advance for your attention to my request.

Sincerely,

Michael O Coats

Michael O. Coats

K-2

HUB RELOCATION BENEFITS APPLICATION

(Kansas City Hub)
(Applicant Insert Name of Appropriate Hub)

Please accept this as my application for relocation benefits as set forth in the above referenced Article VII (B) Merger Implementing Agreement. I understand that my election herein is in lieu of actual relocation benefits provided under New York Dock. This election must be exercised within two (2) years from the date of implementation of this Agreement. (Except that Option 3 shall expire within five (5) years from implementation). Please check one of the following three options:

☐ Option 1: I am a non-owner and accept a $10,000 allowance in lieu of New York Dock relocation benefits

☑ Option 2: I am a homeowner and accept a $20,000 allowance in lieu of New York Dock relocation benefits.

If I have accepted Option 1 or 2, I understand that I must submit "proof of actual relocation" in order to receive the "in lieu of" allowance.

☑ Option 3: I am a homeowner and having sold my home, accept a $10,000 allowance in addition to the $20,000 allowance I shall receive under Option 2, for a total of a $30,000 allowance.

If I have accepted Option 3, I understand that I must not only submit "proof of actual relocation" but in addition I must provide "proof of a bona fide sale" of my home at fair value in the form of sale documents, deeds, and filings of these documents with the appropriate agency in order to receive the "in lieu of" allowance.

In addition, I understand that in accepting any of the three options above, I will be required to remain at the new location, seniority permitting, for a period of two (2) years. Please fax or send this completed form to J. E. Cvetas, Manager-Labor Relations Program Administration, 1416 Dodge Street, Room 332, Omaha, NE 68179; fax (402)271-2463. Mr. Cvetas can also be reached by phone at (402)271-4577.

NAME Michael O. Coats SSN 490-56-9764

SIGNATURE Michael O. Coats

CRAFT Locomotive Engineer

DATE 3/31/00

OLD WORK LOCATION Jefferson City NEW WORK LOCATION Kansas City

K-3

GENERAL WARRANTY DEED

This Indenture, Made on the 8th day of January A.D. 19__

by and between JOHN BACKUES AND SHELBA BACKUES, HUSBAND AND WIFE

of the County of COLE, in the State of Missouri, part les of the First Part, and

MICHAEL O. COATS, A MARRIED PERSON

Grantees mailing address 242 INDIAN MEADOW, JEFFERSON CITY, MISSOURI 65101

of the county of COLE, in the State of Missouri, part y of the Second Part

WITNESSETH, That said part les of the First Part in consideration of the sum of

ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION

to them paid by the said part y of the Second part, the receipt of which hereby acknowledged, by these presents, GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said part y of the Second Part, his heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Cole, State of Missouri to wit:

LOT NO. 1, BACKUES SUBDIVISION, IN THE CITY OF JEFFERSON, MISSOURI, PER PLAT OF RECORD IN PLAT BOOK 11, PAGE 578, COLE COUNTY RECORDER'S OFFICE
SUBJECT TO RESTRICTIONS AND EASEMENTS OF RECORD.

PARCEL NO.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining, unto the said part y of the Second Part and unto his heirs and assigns FOREVER, the said FIRST PARTIES hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warrant and defend the title to said premises unto said part y of the Second Part, and unto his heirs and assigns FOREVER, against the lawful claims and demands of all persons whomsoever

IN WITNESS WHEREOF, the said part les of the First Part have hereunto set their hands and seals the day and year first above written.

JOHN BACKUES

SHELBA BACKUES

K-4

(Names Must Be Typed or Printed Under All Signatures)

Description continued

STATE OF MISSOURI
County of Cole } ss

On this 8th day of January 19 93, before me personally appeared

JOHN BACCUS AND SHEILA BACCUS, HUSBAND AND WIFE

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in COLE COUNTY, MISSOURI the day and year first above written.

(NOTARY SEAL)

Deborah J. Stoker, Notary Public
Notary Public

My commission expires 7-17, 19 96

STATE OF MISSOURI
County of Cole } ss

On this ____ day of ____ 19____, before me personally appeared

to me known to be the person____ described in and who executed the foregoing instrument and acknowledged that ____executed the same as____free act and deed. And the said ____

further declares____to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in ____ the day and year first above written.

(NOTARY SEAL)

Notary Public

My commission expires____, 19____

(Names must be typed or printed under all signatures)

FOR THE RECORDER

00295

STATE OF MISSOURI
COUNTY OF COLE
I CERTIFY THAT THIS

'93 JAN 21 PM 2 55

BOOK 345 PAGE 311
DR NEWSAM, RECORDER
Debra Nash
DEBRA NASH, DEPUTY

$12.00 RF.
CTB

K-5

GENERAL WARRANTY DEED

This Indenture, Made on the 14 day of Aug A.D. 1998

by and between Michael O. Coats, a single person

of the County of Cole, in the State of Missouri, party of the First Part, and

Eric J. Bryan and Leslie M. Bryan, husband and wife

Grantees mailing address 242 Indian Meadow, Jefferson City, MO 65101

of the County of Cole, in the State of Missouri, parties of the Second Part:

WITNESSETH, That the said party of the First Part in consideration of the sum of

Ten Dollars and other valuable considerations ~~XXXXXXXXXX~~

to him paid by the said parties of the Second part, the receipt of which is hereby acknowledged, do by these presents, GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said parties of the Second Part, their heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Cole, State of Missouri to wit

Lot No. 1, Backues Subdivision, in the City of Jefferson, Missouri, per plat of record in Plat Book 11, page 578, Cole County Recorder's Office.

012107

STATE OF MISSOURI
COUNTY OF COLE
RECORDED ON

$21.00 CTB '98 AUG 17 PM 2 45
BOOK 400 PAGE 698
LARRY D. RADEMAN
RECORDER
Debra Nash
Debra Nash Deputy

PARCEL NO. _____

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said parties of the Second Part and unto their heirs and assigns FOREVER, the said party of the first part hereby covenanting that he is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that he has good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by him or those under whom he claims and that he will warrant and defend the title to said premises unto the said parties of the Second Part, and unto their heirs and assigns FOREVER, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the First Part has hereunto set his hand and seal the day and year first above written.

X Michael O. Coats
Michael O. Coats

(Names Must Be Typed or Printed Under All Signatures)

K-U

Description continued

STATE OF MISSOURI } ss
County of Cole }

On this _____ day of _____ 19___, before me personally appeared

_____

and _____

his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year first above written.

(NOTARY SEAL)

_____

_____
Notary Public

My commission expires _____ 19___

STATE OF MISSOURI } ss
County of Cole }

On this 14 day of Aug 19 98, before me personally appeared

Michael O. Coats, a single person

_____

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed. And the said

Michael O. Coats

further declares himself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Jefferson City, MO the day and year first above written.

(NOTARY SEAL)

Thomas S. Shimmens

Thomas S. Shimmens
Notary Public

My commission expires 1/4/2001 19___

(Names must be typed or printed under all signatures)

FOR THE RECORDER

K-7

A. SETTLEMENT STATEMENT

U.S. Department of Ho
and Urban Development

OMB No. 2502-0265 (Exp. 02-28-97)

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☒ Conv. Unins.
4. ☐ VA 5. ☐ Conv. Ins.

6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
BRYAN, ERIC J	0110461733	

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
ERIC J BRYAN LESLIE M BRYAN 242 INDIAN MEADOW JEFFERSON CITY, MO 65101		CENTRAL TRUST BANK 131 EAST MILLER STREET JEFFERSON CITY, MO 65101

G. Property Location	H. Settlement Agent	I. Settlement Date
242 INDIAN MEADOW JEFFERSON CITY, MO 65101	The Central Trust Bank Place of Settlement: 131 East Miller Street Jefferson City, MO 65101	09/02/98

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		**400. Gross Amount Due To Seller**	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,983.16	403.	
104.		404.	
105 Existing Liens	78,128.65	405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. P/O CITY NATIONAL		409.	
110. $66109.48		410.	
111. P/O COMMERCIAL CREDIT		411.	
112. $12019.17		412.	
120. Gross Amount Due From Borrower	80,111.81	**420. Gross Amount Due To Seller**	
200. Amounts Paid By Or In Behalf Of Borrower		**500. Reductions In Amount Due To Seller**	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	77,400.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Other Financing		504. Payoff of first mortgage loan	
205. Other Equity		505. Payoff of second mortgage loan	
206. Costs Paid by Seller		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	77,400.00	**520. Total Reduction Amount Due Seller**	
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	

[illegible]		407. County taxes to	
108. Assessments		408. Assessm to	
109. P/O CITY NATIONAL		409.	
110. $66109.48		410.	
111. P/O COMMERCIAL CREDIT		411.	
112. $12019.17		412.	
120. Gross Amount Due From Borrower	80,111.81	**420. Gross Amount Due To Seller**	
200. Amounts Paid By Or In Behalf Of Borrower		**500. Reductions In Amount Due To Seller**	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	77,400.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Other Financing		504. Payoff of first mortgage loan	
205. Other Equity		505. Payoff of second mortgage loan	
206. Costs Paid by Seller		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	77,400.00	**520. Total Reduction Amount Due Seller**	
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	80,111.81	601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	(77,400.00)	602. Less reductions in amt. due seller (line 520)	(
303. Cash ☒ From ☐ To Borrower	2,711.81	**603. Cash** ☐ To ☐ From Seller	0.(

K-9

L. Settlement Charges			Paid From Borrowers' Funds at Settlement	Paid From Sellers' Funds at Settlement
700. Total Sales/Broker's Commission based on price $ @ %=				
Division of Commission (line 700) as follows:				
701. $	to			
702. $	to			
703. Commission paid at Settlement				
704.				
800. Items Payable In Connection With Loan				
801. Loan Origination Fee 0.0000 %	to	CENTRAL TRUST BANK	250.00	
802. Loan Discount %				
803. Appraisal Fee	to	PROPERTY RESEARCH COMPANY	228.00	
804. Credit Report	to	CREDCO	16.00	
805. Lender's Inspection Fee				
806. Mortgage Insurance Application Fee to				
807. Assumption Fee				
808. RURAL DEV. GUARANTEE FEE				
809.				
810.				
811.				
812. UNDERWRITING FEE			75.00	
813.				
814.				
815.				
816.				
817.				
900. Items Required By Lender To Be Paid In Advance				
901. Interest from 09/08/98 to 10/01/98	@$ 14.5788	/day	335.31	
902. Mortgage Insurance Premium for	months to			
903. Hazard Insurance Premium for 1	years to	STATE FARM 348.00	p.o.c.	
904.	years to			
905.				
1000. Reserves Deposited With Lender				
1001. Hazard Insurance 3	months@$	29.00 per month	87.00	
1002. Mortgage Insurance	months@$	per month		
1003. City property taxes	months@$	per month		
1004. County property taxes 12	months@$	61.32 per month	735.84	
1005. Annual assessments	months@$	per month		
1006.	months@$	per month		
1007.	months@$	per month		
1008.	months@$	per month		
1009. Aggregate adjustment			- 86.99	
1100. Title Charges				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fees	to			
1107. Attorney's fees	to			
(includes above items numbers:		)		
1108. Title Insurance	to	COLE COUNTY ABSTRACT AND TITLE	250.00	
(includes above items numbers:		)		
1109. Lender's coverage	$ 77,400.00	premium: 250.00		
1110. Owner's coverage	$			
1111.				
1112.				
1113.				
1200. Government Recording and Transfer Charges				
1201. Recording fees: Deed $ 21.00	; Mortgage$ 33.00	; Releases $ 21.00	75.00	
1202. City/county tax/stamps: Deed $	; Mortgage $			
1203. State tax/stamps: Deed $	; Mortgage $			
1204.				
1205.				
1300. Additional Settlement Charges				

			66.99	
1100. Title Charges				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fees	to			
1107. Attorney's fees	to			
(includes above items numbers:				
1108. Title insurance	to	COLE COUNTY ABSTRACT AND TITLE	250.00	
(includes above items numbers:				
1109. Lender's coverage	$	77,400.00 premium: 250.00		
1110. Owner's coverage	$			
1111.				
1112.				
1113.				
1200. Government Recording and Transfer Charges				
1201. Recording fees: Deed $ 21.00	; Mortgage$ 33.00	; Releases $ 21.00	75.00	
1202. City/county tax/stamps: Deed $	; Mortgage $			
1203. State tax/stamps: Deed $	; Mortgage $			
1204.				
1205.				
1300. Additional Settlement Charges				
1301. Survey to				
1302. Pest inspection to				
1303.				
1304. FLOOD CERTIFICATE		GE CAPITAL FLOOD SERVICES	18.00	
1305.				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			1,983.16	

ERIC J BRYAN

Leslie M Bryan

LESLIE M BRYAN

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0J11 13:26 00/202 [illegible]

CMS EMPLOYEE ADDRESS UPDATE

NAME: MO COATS

CURRENT ADDRESS: STREET 16008 E 28TH TERR.APT.270
CITY INDEPENDENCE
STATE MO ZIP CODE 64055 - 0000

ENTER DATA IN THE FIELDS THAT NEED TO BE CHANGED AND PRESS ENTER.
IF NO CHANGES REQUIRED, ENTER "." IN THE RETURN TO MAIN MENU OR PRESS
THE CLEAR KEY TO CLEAR THE SCREEN. (REMEMBER TO ENTER).

NEW ADDRESS: STREET
CITY
STATE ZIP CODE

PRINTER LATA: 1650151 RETURN TO MAIN MENU ? N
EOM

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The Mansions
2905 Lee's Summit Drive
Independence Mo., 64055
816-478-2100

Address 11008 E. 28th Terr. *Apt #* 2207
Independence, Mo. 64055

Scheduled move in date: May 5
Monthly Rental $505 *ProRateS* 454.50 *Total* ——
Security, cleaning and damage DEPOSIT: 200
Pet DEPOSIT n/a *How Many?* —

LEASE TERM 6mo

****Written verification of Income Proof** *must be in the file before application will be considered for approval (Check Stup - if Employed) or if you are Self-Employed we need Quaterly tax or Income Tax Report.*

CURRENT LOCAL EMPLOYMENT

If you are starting with a new employer, a letter of hire or employment contract on business letterhead from your employer will be sufficient. Must be originals and we will make copies. If you send a faxed copy, original must be brought in before any keys are picked up.

*****OFFICE HOURS:** *Monday - Friday 9:00 am - 6:00 pm*
Saturday 9:00 - 5:00, Sun 12-5

*****It takes approximately 45 minutes to complete your move-in paperwork. All persons listed on the lease must be present to sign lease before residents' keys are released. Please call and make an appointment prior to the day you are moving in (if local.)*

*****If you are moving in after the 20th of the month you are required to pay the pro- rate plus first month's rent.*

TOTAL AMOUNT DUE AT TIME OF MOVE IN $ 454.50

Indpendence Power and Light ***325-7930***
SOUTHWESTERN BELL TELEPHONE ***1-800-464-7928***
CABLE ***795-1100***

816 325 7684 after Darlene

Signature of New Resident Michael A. Coate *Date* 4/1/00

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APARTMENT LEASE

Dated: 4-5-2000

THIS LEASE, entered into by and between the undersigned THE MANSION, (agent for) Owner, as Lessor, and the undersigned, MICHAEL COATS, as collectively, Lessee.

The Apartment shall be occupied solely for residential purposes by lessee and the following persons:

NONE.

Unless otherwise agreed to in advance in writing by Lessor, no other persons may occupy the Apartment.

LEASE TERM FROM	LEASE TERM TO	MOVE IN DATE	RENT RAISE IS ASSUMED DUE DATE	RENT RAISE IS ASSUMED AMOUNT	APT #	APT TYPE	
5-15-2000	11-30-2000	5-15-2000	5-15	$286.17	#2207	1-S	WASHINGTON
SECURITY DEPOSIT AMOUNT		**ADDITIONAL DEPOSITS**		**MONTHLY RENT AMOUNT**	**COST OF RELET**		
$200.00		-0-		$505.00	#429.25		

WITNESSETH: Lessor does hereby lease, demise and let the premises described as Apartment Number #2207 16008 E. 28th Terrace located at Independence, Missouri, together with the fixtures, carpeting and appliances therein (referred to herein as the "Apartment"), unto Lessee, for a term beginning May 15, 2000 and ending November 30, 2000, unless sooner terminated or extended as hereinafter provided.

IN CONSIDERATION WHEREOF, and of the covenants herein expressed and in reliance on statements made on the rental application by Lessee, it is covenanted and agreed as follows:

1. **RENT.** Lessee agrees to pay Lessor as rent for the Apartment a monthly rent of $505.00, in advance each month during the term of this Lease. All rental payments shall be made by Lessee to Lessor at the office of the Lessor specified at the end of this Lease, or at any other location designated by Lessor in writing. Lessee agrees to pay a prorate rental from commencement date to the first of the next month, $286.17.

If actual commencement of occupancy of the Apartment is delayed because of construction or redecoration of the Apartment by Lessor, Lessor shall not be liable for damages by reason of such delay, but the rent will be abated per diem and prorated during such period of delay and such delay will not affect any of the other terms of this Lease, and Lessee shall pay pro-rata rent upon move-in. Cash payments for rent or other obligations shall not be acceptable without Lessor's prior written permission. All payments shall be made by personal check, money order or cashier's check.

Rent is due on or before the first day of each month without any grace period. Rent not paid before the 2nd of the month, and owner has not received written notice of intent to vacate, resident agrees to pay initial late charges of $30.00 plus an addition of $2.00 per day thereafter until paid in full. Daily late charges shall not exceed 30 days for any single month's rent. Lessee will pay $25.00 charge for each returned check plus initial and daily late charges from the late date until acceptable payment is received in full. Lessor shall have the option at any time to require all rent and other sums payable in the form of money order or cashier's check. Cash will not be accepted without Lessor's prior written permission.

Any payments required to be made by Lessee under this Lease in addition to rent shall be deemed to be accrued additional rent, secured hereunder and payable to Lessor on demand. Lessee's covenant to pay rent and additional rent is and shall be independent of each and every other covenant of this Lease, and without right of set-off or deduction. In the event Lessee becomes indebted to Lessor for a non-rent obligation, Lessor may, in Lessor's sole discretion, apply any subsequent payment, received from Lessee, to the non-rent obligation, regardless of any instruction by Lessee to the contrary.

SPECIAL PROVISIONS: NONE.

2. **SECURITY DEPOSIT.** Lessee has deposited with Lessor the sum of $200.00 to be held by Lessor as security for the faithful performance and observance by Lessee of the terms, covenants and conditions of this Lease. It is agreed that in the event Lessee defaults in respect to any of the terms, covenants and conditions of this Lease, including, but not limited to the payment of rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent or additional rent or any other sum as to which Lessee is in default or for any sum which Lessor may expend or may be required to expend by reason of Lessee's default in respect to any of the terms, covenants and conditions of this Lease, including, but not limited to, any damages or deficiency accrued before or after re-entry by Lessor. In the event that Lessee shall fully and faithfully comply with all of the terms, covenants and conditions of this Lease, the security shall be returned to Lessee without interest within thirty (30) days after the end of the Lease term and after delivery of entire possession of the Apartment to Lessor. In the event of a sale of the land and building or leasing of the building of which the Apartment forms a part, Lessor shall have the right to transfer the security to the vendee or lessee, and Lessor shall thereupon be released by Lessee from all liability for the return of such security, and Lessee agrees to look to the new Lessor, solely for the return of said security. Lessee further covenants that it will not assign or encumber the monies deposited herein as security and that Lessor, its successors or assigns, shall not be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. If the Lessor uses all or any part of security deposit to remedy a default on the part of the Lessee, Lessee shall deposit with Lessor upon ten (10) days written demand by Lessor to Lessee that sum of money necessary to replenish the security deposit to the original; amount set forth above.

3. **HOLD OVER RENEWAL.** IF LESSEE FAILS TO NOTIFY LESSOR, IN WRITING, AT LEAST ONE (1) MONTH PRIOR TO THE EXPIRATION OR EXTENDED EXPIRATION DATE OF THIS LEASE, OF LESSEE'S INTENTION TO VACATE ON SAID EXPIRATION DATE, THEN THIS LEASE SHALL BE AUTOMATICALLY RENEWED AND CONTINUED ON A MONTH-TO-MONTH BASIS UNDER THE SAME TERMS AND CONDITIONS AS ORIGINALLY SET OUT EXCEPT THE PROVIDED MONTHLY RENTAL SHALL BE AT THE CURRENT RENTAL RATE THEN IN EFFECT FOR LIKE TYPE PREMISES IN THE APARTMENT COMPLEX PLUS THE SUM OF $50.00 FOR THE MONTH-TO-MONTH FEE.

IF LESSEE NOTIFIES LESSOR OF INTENTION TO VACATE AND TERMINATE THIS LEASE AND LESSEE FAILS TO VACATE AT SAID EFFECTIVE DATE SET OUT THEREIN, LESSOR MAY, AT ITS OPTION, TREAT SUCH AS A RENEWAL OF THIS LEASE ON A MONTH-TO-MONTH BASIS; IF LESSOR DOES NOT ELECT TO TREAT SUCH AS A RENEWAL OF THIS LEASE ON A MONTH-TO-MONTH BASIS, LESSEE SHALL BE GUILTY OF UNLAWFUL DETAINER. LESSEE SHALL PAY EXPENSE AND DAMAGES SUFFERED BY LESSOR IN RELIANCE UPON SAID NOTICE, AND LESSEE AGREES TO DEFEND AND HOLD LESSOR HARMLESS THEREFORE. RENT SHALL BE DOUBLED FOR EACH DAY LESSEE HOLDS OVER AFTER EFFECTIVE DATE OF NOTICE OF TERMINATION.

LESSOR MAY NOTIFY LESSEE THAT LEASE WILL NOT BE RENEWED, BY WRITTEN NOTICE AT LEAST ONE (1) MONTH PRIOR TO ANY EXPIRATION DATE AND AS OTHERWISE PROVIDED HEREIN.

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UTILITIES. Lessor shall pa[illegible] following (if checked): [ ] gas, [ ] electricity, [ ] telephone, [X] sewer services, [X] trash, [ ] cable TV. Lessor may elect to forfeit or te[illegible] this Lease if Lessee fails or refuses to pay the charges for uti[illegible]vices as assessed or incurred. Under no circumstances shall Lessee cause or allow electrical service to be disconnected until the expiration of the lease term and any extension thereof.

5. **CONDITION OF PREMISES.** Lessee has inspected the Apartment and is satisfied with the physical condition thereof, and Lessee's taking possession of the Apartment shall be conclusive evidence that the same was in good condition and repair and complied with all building and occupancy laws. Lessee agrees that no representations as to the condition or repair of the Apartment have been made except as herein contained and that no promises to decorate, alter, repair or improve the Apartment prior to or during the term have been made, unless expressly set forth in writing by Lessor. Lessor and Lessee stipulate that a move-in inspection was conducted prior to occupancy by Lessee, that Lessor and Lessee were present at said inspection and that Lessor and Lessee signed the inspection. Within 48 hours after move-in Lessee shall note any additional defects on the inspection report and deliver a copy of the report to Lessor. Failure to notify Lessor of additional defects shall be deemed acceptance by Lessee of the condition of the premises subject to the initial inspection report. Lessor and Lessee shall return a copy of the move-in inspection report, as amended, if applicable. Lessee shall furnish replacement lightbulbs.

6. **CARE OF PREMISES.** Lessee shall take good care of the Apartment and its fixtures, furniture, and furnishings, and shall suffer no waste, and shall report promptly in writing to the manager when any equipment or fixture or portion of the Apartment is out of repair. Lessee shall be responsible for ordinary maintenance and repair of the Apartment, and for upkeep and maintenance of any patios, balconies or other areas reserved for the private use of Lessee. All plate and other glass now in the Apartment is at the risk of the Lessee, and if broken is to be replaced by and at the expense of Lessee. No alterations, additions or improvements in the Apartment or the building or grounds in the complex of which the Apartment is a part may be made by Lessee without the prior written consent of Lessor. All alterations, additions and improvements put in at the expense of Lessee shall become the property of Lessor and shall remain upon and be surrendered with the Apartment as part hereof at the termination of this Lease. If Lessor consents to any work, Lessee shall indemnify and hold Lessor harmless, against any and all claims, costs, damages, liabilities, and expenses (including attorney's fees) which may be brought or imposed against or incurred by Lessor in connection with such work. All mechanic's liens filed by reason of such work shall be discharged by Lessee, at his expense, within ten (10) days after filing.

Lessee shall be responsible and liable for any and all injury or damage done to the Apartment or to the building or complex in which the same is located or to the lawns, grounds, trees, shrubbery, sidewalks, and complex surrounding the building, or to any and all property of Lessor or other tenants caused by Lessee's acts or omissions, or by those of Lessee's family, servants, agents, guests, permittees, invitees, other persons or pets whom Lessee permits to be in, on or about the Apartment, building or complex, including injury or damage due to the operation, maintenance, or control of heating and cooling equipment, appliances, fixtures, and Lessee shall also be liable for damages due to the failure to maintain heat therein to prevent damage to the Apartment. The extent and amount of damages to be charged to the Lessee shall be determined by the Lessor and shall be payable on demand by Lessor. Should Lessor pay, or be required to pay, or have expense for any act or omission by virtue of Lessee's tenancy, or caused by, through or under Lessee, his family, servants, agents, guests, permittees, invitees, or others, then the same shall be paid by Lessee as accrued additional rent.

Upon vacating the Apartment, the Lessee shall so advise Lessor, surrender all keys therefore and return the Apartment undamaged, in good condition and clean, and have all furnishings, walls, carpeting, drapes, appliances, cabinets and floors therein clean and in good working order and all debris removed therefrom and thereabout. In the event Lessee does not leave the Apartment in the condition herein above described, any cost or expense Lessor may have, plus 15% overhead to put leased premises or furnished items used herein by Lessee in said condition, shall be paid by Lessee as accrued additional rent.

7. **RULES OR POLICIES.** Lessee, Lessee's guests and occupants shall comply with written apartment rules (including community policies) which shall be considered part of this lease. Lessor may make reasonable and lawful changes to written rules distributed and applicable to all units in the apartment community. Changes are effective immediately. Lessee agrees that the conduct of Lessee and Lessee's guests and occupants shall not be disorderly, boisterous, or unlawful; and shall not disturb the rights, comforts, or conveniences of other persons in or near the apartment community. Lessee shall be liable to Lessor for damages caused by Lessee or Lessee's guests or occupants. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress. The apartment and other areas which are reserved for Lessee's private use shall be kept clean and sanitary by Lessee. Lessor may regulate use of patios, balconies and porches. Garbage shall be disposed of only in appropriate receptacles. Any swimming pools, hot tubs, laundry rooms and other improvements are to be used wholly at the risk of the person using them. Lessor may regulate the manner, time, and place of all parking. Lessor may regulate, limit or prohibit from the Apartment or Apartment community, the following: motorcycles, bicycles, tricycles, skateboards, recreational vehicles, boats, trailers, vehicles which are inoperable due to flat tires or missing parts or which have an expired license or inspection sticker; furniture movers, deliverymen, solicitors and guests who in the Lessor's reasonable judgement have been disturbing the peace, disturbing other residents, or violating this Lease or Apartment community. Lessor may with statutory notice remove inoperable vehicles with expired license or inspection stickers. Lessor may remove illegally parked vehicles. Storage in closets having gas appliances is prohibited unless specifically allowed by apartment rules. No business or childcare service may be operated in or from the the Apartment. Keys may not be duplicated without Lessor's written consent. Apartment rules may be enforced through Lessor's representatives or agents, and Lessee shall hold the same harmless from reasonable enforcement.

8. **INSPECTION.** Lessee hereby authorizes Lessor and/or Lessor's agents and representatives to enter the Apartment, at all reasonable times, and in an emergency at any time, to make such repairs, alterations and inspections as may be deemed necessary by Lessor for the preservation of the Apartment or the building in which the Apartment is located. Notwithstanding the foregoing, Lessor shall not be required to make any repairs that Lessor deems to be unnecessary.

At any time, Lessor may remove, at Lessee's sole risk and expense, any fixtures, alterations, additions and/or property not in conformity with this Lease or with the Rules and Regulations now in effect or hereafter promulgated by Lessor.

Lessee further authorizes Lessor or Lessor's agents and representatives to enter the premises, whether Lessee is present or absent, at all reasonable times, and to show the Apartment to prospective tenants or purchasers.

If Lessee moves, vacates, surrenders or abandons the Apartment, Lessor may then enter same to inspect, clean, renovate or redecorate. Such actions shall not affect or abate any rent due or to become due, or other terms hereof.

9. **PETS.** No pets are allowed, even temporarily, anywhere in the Apartment or apartment community without Lessor's prior written authorization. No unauthorized pets may be fed from the apartment or any part of the apartment complex. Lessee shall pay Lessor all charges incurred by Lessor for cleaning, deodorizing and removal of pets.

If the above pet restrictions are violated, a Ten Dollar ($10) per-day charge will be made for each day the pet remains in the Apartment, and such violation will be cause for termination of the Lease and/or suit by owner for damages.

10. **LESSEE TO INSURE POSSESSIONS. HOLD HARMLESS. LESSOR IS NOT AN INSURER OF LESSEE'S PERSON OR POSSESSIONS. LESSEE AGREES THAT LESSEE'S PERSON AND ALL OF LESSEE'S PROPERTY IN THE APARTMENT OR ELSEWHERE IN THE BUILDING OR COMPLEX OF WHICH THE APARTMENT IS A PART SHALL BE AT THE RISK OF LESSEE ONLY. LESSEE WILL CARRY SUCH INSURANCE AS LESSEE DEEMS NECESSARY THEREFORE.**

Lessee hereby agrees that Lessor shall neither be liable to Lessee, his family, guests, servants, animals, pets or others for any injury to or death of any person, animal or pet, nor for loss or damage to property (including the property of Lessee) occurring in or about the Apartment or within the Complex from any cause whatsoever. Lessee agrees to indemnify and save Lessor harmless from all loss, damage, liability and expense, including expense of defending claims, relating to any actual or alleged loss or death of any persons, animals or pets, or actual or alleged loss or damage to property caused by or resulting from any occurrence in or about the Apartment or within the Complex.

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REPAIRS AND MALFUNCTIONS. Lessee agrees to request all repairs and services to Lessor's representative. Lessee may not make repairs except by Lessor's written approval. Lessor shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance which requires such interruption. In case of malfunction of utilities or damage by fire, water or similar cause, Lessee shall notify Lessor's representative immediately. In case of malfunction of air conditioning, heating or other equipment, Lessee shall notify Lessor's representative as soon as possible. Lessor shall act with diligence in making repairs and reconnections; and the lease shall continue and the rent shall not abate during such periods. If fire or catastrophic damages to the premises are substantial in the reasonable judgement of Lessor, Lessor may terminate this lease within a reasonable time by giving notice to Lessee. If the lease is so terminated, rent shall be prorated and the balance refunded along with all deposit(s), less lawful deductions.

12. **RECREATIONAL FACILITIES.** Lessee acknowledges that Lessee may use such recreational, laundry and other common facilities as may be provided by Lessor in and about the Apartment, at the sole discretion of Lessor. Lessee, so long as Lessee is not in default under this Lease, may use such facilities subject to the current Rules and Regulations as Lessor may from time to time promulgate. Recreational, laundry and/or other common facilities shall be used only by Lessee unless otherwise permitted, in writing, by Lessor. Any use thereof by Lessee, his family, guests, servants or others permitted by Lessee to be upon such facilities as aforesaid shall be at the sole risk of said Lessee.

The failure of Lessor to provide any operative recreational, laundry or other common facilities, due to fire, flood, accident, strike, weather conditions, subcontractor's failures or any other cause whatsoever including delays in the construction thereof or incident to the making of repairs, alterations, or improvements thereto, shall neither constitute a breach or default under this Lease, nor shall it affect any obligation or undertaking by Lessee, nor shall Lessor be held liable on such account.

Lessee agrees to sign Lessor's agreement regarding recreational facilities as a condition of Lessee's use of the facilities.

13. **STORAGE.** Lessor shall not be liable to Lessee or others for damage to property stored by Lessee, with or without Lessor's consent, in any storage space, locker or area provided in or about the leased premises, which damage may be caused by bursting pipes, sewer backup, leaking water, actions of third parties or other cause. Any property placed therein or thereabout by Lessee, or anyone under or through him, with or without the consent of Lessor, may be moved or removed by Lessor at any time in the event of an emergency without liability to Lessor.

14. **ABANDONMENT OF PERSONAL PROPERTY.** The Apartment is deemed abandoned if (1) Lessee appears to have moved out in Lessor's reasonable judgement because of substantial removal of clothes, furniture or personal belongings from the unit, and (2) either the move-out date has passed or no one has been in the dwelling unit for five (5) consecutive days while the rent is due and unpaid. Lessor may remove and dispose of such property as Lessor sees fit at Lessee's sole risk and cost without recourse by Lessee or any other person against Lessor, its agents, representatives or designees. Lessee, upon demand, shall pay to Lessor any and all expenses incurred by Lessor for the removal, disposal and/or storage of any such property.

15. **SMOKE DETECTORS.** Owner will provide smoke detectors, as mandated by state statute. Ownership maintains responsibility for testing smoke detectors prior to residency. After resident obtains possession of the apartment, he/she is responsible for replacing the smoke detector batteries unless the unit is electronically wired.

16. **DEFAULT.** Lessee hereby agrees that should Lessee fail to pay rent as due hereunder, or should Lessee, Lessee's guest or occupant violate any term, condition, covenant or agreement of this Lease, or violate the Rules and Regulations of Lessor then in effect, or abandon the apartment, then in any such event, Lessor may forfeit and cancel this Lease forthwith upon one (1) day's written notice to Lessee. Lessor may thereafter re-enter the Apartment pursuant to the provisions hereof. Such action shall in no way affect any obligation or undertaking hereunder by Lessee, nor shall receipt of rent after default or broken condition be a waiver of Lessor's right to declare a forfeiture hereunder. If this Lease is so forfeited or cancelled, or if Lessee moves, vacates, surrenders or abandons the Apartment while this Lease is in effect, Lessor may relet same for and on account of Lessee at any readily obtainable rental or terms. The proceeds of same shall first go to Lessor's expense or costs to get the Apartment ready to rent or lease, plus Lessor's leasing expenses, then to all other expenses incurred by Lessor as a result of such forfeiture, cancellation, move, vacation, surrender or abandonment of same. Since time, effort, and expenses of finding and processing a replacement are uncertain and difficult to ascertain (particularly those relating to inconvenience, paperwork, advertising, showing apartment, air conditioning and utilities for showing, checking prospects, office overhead, marketing costs, and locator service fees), **it is agreed that such costs-of-releting shall be 85% of the first full month's rent, such amount being reasonable under the circumstances existing at the time of signing. The cost of releting is $ 429.25**. The surrendering, depositing, mailing or leaving of keys for the Apartment with, or directed to Lessor, shall neither create nor produce a cancellation or release hereunder, nor a cancellation of any monies due, or to become due, by Lessee, nor shall acceptance of such keys to, and possession of, the Apartment be construed as an acceptance of surrender of Apartment, nor shall such action release Lessee from any obligation under this Lease and continued liability for future rentals due under this lease term. In the event of forfeiture, of this Lease, in addition to the other remedies available to Lessor, any security deposit of Lessee hereunder shall be retained by Lessor to be applied toward the expenses of Lessor herein described, which shall in no way affect or excuse any amounts due from Lessee to Lessor under the terms of this Lease. Lessor may report to local credit agency unpaid rental and unpaid non-rent obligations owed by Lessee to Lessor.

17. **TERMINATION BY LESSEE.** If Lessee is or becomes a member of the Armed Forces on extended active duty and receives change-of-station orders to permanently depart the local area, then Lessee may terminate this Lease by giving written notice to Lessor. Such notice shall effectively terminate the Lease thirty (30) days after the next monthly rental payment is due. In such event, Lessee agrees to furnish Lessor a copy of the official orders which warrant termination of the Lease. Military permission for base housing does not constitute a permanent change-of-station order. After move-out, such Lessee shall be entitled to return of security deposit(s), less lawful deductions.

18. **FAILURE TO PAY FIRST MONTH'S RENT.** If Lessee fails to pay the first month's rent by the first day of the first rental period under the lease, Lessor may terminate Lessee's right of occupancy and sue for damages, unpaid rent, attorney's fees, court costs and other lawful charges.

19. **MOVE OUT PROCEDURES.** When move-out or vacate notice is given, Lessor may show the property subject to the limitations of Paragraph 8. Unless Lessor consents in writing, Lessee agrees not to move out of the apartment prior to the end of lease term or renewal period without the rentals for the entire lease term or renewal period being paid in full. Lessee is prohibited from applying security deposit(s) to rent. In order for the 30-days deposit refund period to begin, all Lessees, occupants and guests must have surrendered the premises. Lessee agrees not to stay beyond the date Lessee is supposed to move out. Move-out date cannot be changed without mutual agreement in writing by Lessor and Lessee. Holding over shall subject Lessee to the provisions of Paragraph 3. A written copy of each Lessee's forwarding address shall be left with the U.S.. Postal Service. If Lessee violates the early move-out prohibitions in Paragraph 14 or 17, the Lessor shall be entitled to the cost-of-releting charge in paragraph 16 and all other rights and remedies for such breach.

20. **CLEANING.** The Apartment, including furniture, bathrooms and kitchen appliances, must be cleaned thoroughly. MOVE-OUT CLEANING INSTRUCTIONS (if provided) shall be followed. If Lessee fails to clean in accordance with above, reasonable charges to complete such cleaning shall be charged to Lessee. This includes charges for cleaning carpets, furniture, walls, etc., which are soiled beyond reasonable wear.

21. **OTHER CHARGES.** In addition to the charges which Lessee shall be liable to Lessor as set forth herein, Lessee shall pay to Lessor all reasonable amounts charged by Lessor for unreimbursed service charges; reimbursement for charges paid by Lessor to utilities for repairs; trips by Lessor to open Apartment when resident has lost or forgotten key after business hours; key duplicates; unreturned keys; missing light bulbs; stickers, scratches, burns, stains, or unapproved holes in apartment walls; removing, rekeying unauthorized locks or latches; packing, removing, or storing property removed or stored pursuant to Paragraph 14; removing illegally parked vehicles; late payment and returned check charges; attorney's fees, court costs and filing fees actually expended; and other lawful charges. If keys are not returned or if Lessee is evicted, charges may be made for change of door locks and new keys. Security deposits will be first applied to non-rent items, then to unpaid rent.

DEPOSIT RETURN. After deductions have been made, the balance of all security deposits. itemized accounting of any deductions will be mailed to Lessee no later than ys after tenant has surrendered possession of premises except where otherwise provided by statute. "Surrender" shall occur on the occurrence of any one of the following events: (a) when all keys have been turned in, (b) when move-out date has expired and all Lessees and occupants have vacated, or (c) when it reasonably appears that all Lessees and occupants have permanently moved out.

23. MULTIPLE LESSEES OR OCCUPANTS. Each Lessee (and each Lessee's share of the total security deposit) is liable for all obligations and sums due under the lease. Violation of the Lease by any Lessee, guest or occupant shall be considered a violation by all Lessees. Requests and notices from Lessor's representative to any Lessee constitutes notice to all Lessees and occupants. The balance of all security deposits may be refunded in one check jointly payable to all Lessees; and such joint refund check and/or itemization of deductions may be mailed to one resident only. Unless otherwise agreed in writing by Lessor and Lessees, security deposit(s) will not be refunded until all residents and occupants have surrendered possession of the apartment.

24. TERMINATION WITHOUT CAUSE BY LESSOR. Lessee hereby acknowledges that Lessor reserves the right to terminate this Lease without cause, upon at least thirty (30) days prior written notice to Lessee.

25. ATTORNEY'S FEES. Lessee shall pay Lessor as accrued additional rent, all Lessor's costs, expenses, and attorney's fees pertaining to the enforcement of the covenants and agreements of this Lease, whether or not suit is filed; said attorney's fees shall be one-third (1/3) of any sums found to be due to Lessor by Lessee, or a reasonable sum if no sums are due to Lessor by Lessee; however, in no event shall attorney's fees be less than $300.00.

26. MISREPRESENTATION ON APPLICATION. In the event resident shall make any misrepresentation in the Application for Apartment Lease, Lessor may treat same as a default under this lease.

27. QUIET ENJOYMENT. Lessor covenants that if and as long as Lessee pays the rent, and performs all of the covenants and provisions hereof, Lessee shall quietly enjoy the leased premises, but Lessor shall not be responsible nor have any duty to remedy the acts or actions of other residents, their guests and occupants.

28. RENT PAYMENT-RESERVATION OF RIGHTS. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check nor any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Lessor's acceptance of such check shall be under protest and with an explicit reservation of rights pursuant to Chapter 400 R.S. Mo.

29. NOTICES. All notices and demands authorized or required to be given to Lessee by this lease or statute shall be served upon Lessee personally, or left with anyone at the premises over the age of fifteen (15) years, or by regular mail addressed to him at the leased premises, or posted on the front door of the premises. The date of mailing shall be the date of giving notice. Any notice by Lessee to Lessor shall be served in person or by registered or certified mail, addressed to lessor at the address designated at the end of this Lease, or at such other address designated by the Lessor in writing.

30. ASSIGNMENT, SUBLETTING AND RELETTING. Lessee hereby agrees that Lessee shall not assign or sublease or permit others to occupy the premises, nor advertise same or place notices therefore, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Each prospective Assignee or Sublessee shall be required by Lessor to any assignment or subletting of the Apartment shall not constitute a waiver or release of Lessee or of any Assignee or Sublessee, immediate or remote, from any of the obligations or covenants to be kept and performed by Lessee shall be bound by all terms and conditions hereunder.

31. PARKING. Lessor reserves the right to regulate or prohibit the use of all types of vehicle parking at or upon the Apartment or the building or the complex of which the Apartment forms a part, or private streets therein, and to specify use thereof. Unauthorized parking may be terminated by Lessor at any time by removing parked vehicles or property at the expense of anyone claiming or owning same, after notice of said removal shall have been attached to the windshield and rear window of said vehicle for a period of seven (7) consecutive days. It is agreed that neither Lessee nor anyone for, through or under him may permit or request any vehicle over one and one-half tons gross weight to come in or upon the private streets or grounds of Lessor without prior written consent therefore from Lessor. Overnight parking of trucks, boats, trailers or any type of vehicle other than an automobile is specifically prohibited. If Lessee desires to park any vehicle other than an automobile, specific prior written permission shall be obtained from Lessor.

32. FIRE AND CASUALTY. If the Apartment is partially damaged by fire or casualty and is inhabitable, then at Lessor's option this Lease shall continue, and Lessor shall repair the damage as soon as reasonable and commercially practical. In that event, this Lease shall remain in full force and effect; however, there shall be an abatement in rent on that basis of the proportion that the damaged portion of the Apartment bears to the whole of said Apartment, as determined by Lessor, in its sole judgement. If the Apartment is destroyed or damaged by fire or casualty, not caused by Lessee, and is rendered uninhabitable or continued occupancy would be illegal, Lessor may, at Lessor's option, furnish Lessee with like premises of the same rental value at or near the Complex in which the Apartment is located. Except for the change of the location of the Apartment, all terms, conditions, covenants, and agreements of this lease shall cease and terminate as of the date of such destruction or taking. Damage caused by Lessee, or as a result of Lessee's negligence, shall not release Lessee from any obligation set forth in this Lease.

33. MISCELLANEOUS. In all references to Lessee herein, the singular shall be deemed to include the plural and the masculine, the feminine. Where this Lease is signed by more than one person as Lessee, all such persons shall be both jointly and severally liable for the payment of rent and any additional rent and the performance of all covenants and agreements to be kept by Lessee hereunder.

The term "Lessor" as used in this Lease means only the owner or person in possession (or its agents) for the time being of the land and building of which the Apartment forms a part, and said owner or agent, after such ownership possession shall cease, shall be released from all covenants and obligations of Lessor and the new owner or agent shall be deemed to have assumed the same.

If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full-force and effect.

The paragraph captions appearing herein are inserted only for convenience and in no way define, limit, construe, or describe the scope of such paragraphs nor in any way affect this Lease.

No oral agreements, statements, representations, understanding or promises, if any, by anyone made, from any source, or relied upon by any party hereto, shall affect, alter or modify any terms or provisions herein and only those in writing signed by all the parties hereto shall be a part hereof. To effect any changes or modifications herein, the same shall be in writing signed by all parties hereto.

Each party acknowledges that he has read this Lease and agrees to the terms herein contained.

The rights and obligations of the parties to this Lease shall be governed by the laws of the State of Missouri.

34. LEASE BINDING ON HEIRS, ETC. All the covenants and the agreements of this Lease shall be binding upon and insure to the benefit of the h executors, administrators, successors and assigns of Lessor and Lessee.

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35. SMOKE DETECTOR/FIRE EXTINGUISHER EQUIPMENT CONDITION. Resident will inspect the smoke detector(s) and fire extinguisher(s) (applicable only if required by the municipality Fire code) and report in writing to the management office any problems, defects, or malfunctions of said equipment. Failure to report, in writing, any problems, defects, or malfunctions will result in Resident's acknowledgement that equipment is in good working order and no action will be required by the Owner.

36. EQUIPMENT REPAIR AND/OR REPLACEMENT AFTER MOVE-IN. Resident agrees that it is their responsibility to regularly test the smoke detector(s). If there is a problem, defect, malfunction, or failure of the smoke detector(s) (including battery replacement), Resident agrees to notify Owner immediately in writing. The Owner will, within seven (7) days of receipt of such written notification, repair or replace the smoke detector(s), assuming the availability of labor and materials.

If the apartment is equipped with a fire extinguisher, Resident also agrees to notify the Owner, in writing, if the fire extinguisher has been used and needs to be recharged. The Owner will, within seven (7) days of receipt of such written notification, recharge or replace the fire extinguisher(s). Resident understands that the Owner will test the fire extinguisher(s) annually and replace or recharge as necessary.

In the event the existing smoke detector(s) or fire extinguisher(s) becomes damaged by Resident or Resident's guests, Resident agrees to reimburse the Owner for the cost of a new smoke detector and/or fire extinguisher, and the cost of installation.

37. OWNER'S DISCLAIMER. Owner is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s) and/or fire extinguisher; Resident assumes full and complete responsibility for all hazards and risks attributable to, and/or connected with or in any way related to the operation, malfunction or failure of the smoke detector(s) and/or fire extinguisher, regardless of whether the malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of the smoke detector(s) and/or fire extinguisher.

The Owner or its agents make no representations, warranties, or promises, whether oral or implied, or otherwise, to Resident regarding the smoke detector(s) and/or fire extinguisher, or the alleged performance of the same. Owner neither makes nor adopts any warranty of any nature regarding the smoke detector(s) and/or fire extinguisher, and expressly disclaims all warranties of fitness for a particular purpose of habitability, or any and all other expressed or implied warranties.

Resident agrees that the Owner shall not be liable for any damages or losses to person or property caused by (1) Resident's failure to regularly test the smoke detector(s); (2) Resident's failure to notify Owner of any problem, defect, malfunction, or failure of the smoke detector(s) and/or fire extinguisher; and/or (3) False alarms produced by the smoke detector(s).

38. GENERAL. No oral promises, representations or agreements have been made by Lessor or any Lessor's representative. This lease is the entire agreement between the parties. Lessor's representatives including management and leasing personnel, employees, and other agents have no authority to waive, amend or terminate this lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on Lessor or Lessor's representatives unless done in writing. ALL OF LESSEE'S STATEMENTS IN THE RENTAL APPLICATION WERE RELIED UPON BY LESSOR IN EXECUTING THIS LEASE, AND ANY MISINFORMATION THEREIN SHALL BE CONSIDERED CAUSE FOR TERMINATION BY LESSOR OF LESSEE'S RIGHT OF OCCUPANCY. Lessee may not withhold rent or offset against rent. All obligations under the lease are to be performed in the county where the apartment is located. Unless otherwise stated in this lease, all sums owed by resident are due upon demand. No waiver shall be deemed a lease modification or waiver of any subsequent violation, default or time or place of performance. Omission of initials on any page does not invalidate this lease. Any clause declared invalid by law shall not invalidate the remainder of the lease.

IN WITNESS WHEREOF, the parties hereto have hereunder affixed their signature this 5th day of April, 2000 Independence, Missouri.

LESSEE
Michael O Coats

LESSOR
By: Vicki Summers

Address:
16008 E. 28th Terrace #2207
Independence, MO 64055

Address:
THE MANSION
2905 Lee's Summit Road
Independence, MO 64055

WITNESS TO LESSEE SIGNATURE(S):
Barbara J Chrman

	FEDERAL	NON TAX			RR TIER	RR TIER	STATE - LOCAL TAXES	
PERIOD	GROSS	ALLOWANCE	NET	FIT	I	II	MO	2338078
CURRENT	30000.00		20700.00	8400.00			900.00	
YTD	47140.36			10880.11	1456.93	933.20	1640.00	

CURRENT COMPENSATION			PREV PERIOD		CURRENT MISC DEDUCTIONS		
HRS MIN	TYPE	AMOUNT	ADJUSTMENT	TYPE	AMOUNT	TYPE	AMOUNT
	TRANSFER ALLW	30000.00					
	TOTAL	30000.00					

IMPORTANT:
EMPLOYEE SHOULD DETACH AND
KEEP THIS STUB FOR RECORD

K-19

ORGANIZATION EXHIBIT

L

COPIES OF CORRESPONDENCE FROM VARIOUS DEPARTMENTS OF THE UNION PACIFIC AND VANGUARD MAILED TO MY KANSAS CITY ADDRESS

L-1

UNION PACIFIC

For information call:
Vanguard Participant Services
In the USA (800) 523-1188
Or via the internet at: www.vanguard.com

MICHAEL O COATS
16008 E 28TH TER S APT 2207
INDEPENDENCE MO 64055-7508

UPRR AGREEMENT 401(K) PLAN
Plan No.: 091282
Soc. Sec. No.: 490-56-9764
Plan Entry: 04/01/1990 Birth Date: 10/30/1949

Balance **$ 82,542.39**

PLAN SUMMARY

		This quarter
	Opening balance	$ 78,318.97
Contributions	EMPLOYEE PRE-TAX	$ 1,409.66
Earnings	Dividends/capital gains	$ 39.34
	Unrealized gain/loss	2,774.42
	Closing balance	**$ 82,542.39**

The purpose of this section of the statement is to provide you with general information on your individual plan account. The plan name and number are printed above. Contributions reflected here may have been deducted from payrolls outside the statement period shown above. Earnings are defined as the change in your account value during this statement period, due to dividends and market fluctuation. Dividends paid by a fund will cause an equal drop in the price per share. This may cause an unrealized loss for the fund, but the loss is offset by the dividend added to your account.

TOTAL VESTED VALUE

	Closing balance	Vested percent	Vested value
EMPLOYEE PRE-TAX	$ 82,542.39	100.00%	$ 82,542.39
Total vested value			**$ 82,542.39**

Your vested balance approximates the amount of money you are entitled to if you terminate your employment. A distribution from your account is based on the value of your account on the day the request is received at Vanguard. Your account value could be less than the amount reflected above due to market fluctuation. The money you have had deducted from your pay is always 100% vested.

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UNION PACIFIC

For information call:
Vanguard Participant Services
In the USA (800) 523-1188
Or via the internet at: www.vanguard.com

MICHAEL O COATS
16008 E 28TH TER S APT 2207
INDEPENDENCE MO 64055-7508

UPRR AGREEMENT 401(K) PLAN
Plan No.: 091282
Soc. Sec. No.: 490-56-9764
Plan Entry: 04/01/1990 Birth Date: 10/30/1949

Balance **$ 83,999.98**

PLAN SUMMARY

		This quarter	Year-to-date
	Opening balance	$ 82,542.39	$ 78,318.97
Contributions	EMPLOYEE PRE-TAX	$ 1,632.23	$ 3,041.89
Earnings	Dividends/capital gains	$ 40.02	$ 79.36
	Unrealized gain/loss	- 214.66	2,559.76
	Closing balance	**$ 83,999.98**	**$ 83,999.98**

The purpose of this section of the statement is to provide you with general information on your individual plan account. The plan name and number are printed above. Contributions reflected here may have been deducted from payrolls outside the statement period shown above. Earnings are defined as the change in your account value during this statement period, due to dividends and market fluctuation. Dividends paid by a fund will cause an equal drop in the price per share. This may cause an unrealized loss for the fund, but the loss is offset by the dividend added to your account.

TOTAL VESTED VALUE

	Closing balance	Vested percent	Vested value
EMPLOYEE PRE-TAX	$ 83,999.98	100.00%	$ 83,999.98
Total vested value			**$ 83,999.98**

Your vested balance approximates the amount of money you are entitled to if you terminate your employment. A distribution from your account is based on the value of your account on the day the request is received at Vanguard. Your account value could be less than the amount reflected above due to market fluctuation. The money you have had deducted from your pay is always 100% vested.

FORM 80013 (Rev. 12-95)

UNION PACIFIC RAILROAD

4-7

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
OMAHA, NE
Permit No. 75

***AUTO**ALL FOR AADC 640
28 63

M O COATS
16008 E 28TH TERR.APT.2207
INDEPENDENCE MO 64055-7508

UNI PACIFIC RAILROAD COMPANY

BARBARA SCHAEFER
SENIOR VICE PRESIDENT
HUMAN RESOURCES

1416 DODGE STREET
OMAHA, NEBRASKA 68179

August 4, 2000

Dear Employee:

You may have seen recent media reports about complaints of racial harassment at the Albina diesel shop filed by three Union Pacific Railroad employees. The incidents reported by these employees are very disturbing. If Union Pacific employees have engaged in this conduct, it would clearly violate our equal employment and anti-harassment policies. I want to assure you that the company takes these complaints seriously and has been working diligently to resolve them.

When employees initially complained about these incidents in 1999, Union Pacific responded immediately. In addition to the actions of local management, an EEO compliance manager was sent from Omaha in June 1999 to assist local management with developing an action plan to address the problem and prevent further occurrences. The EEO manager met with individuals involved in the complaints as part of her investigation. She also conducted training sessions with supervisors to further educate them about our policies and to emphasize that it is their responsibility to monitor and eliminate harassment in the work environment. In addition, the manager of the diesel shop met with every employee at the facility to review EEO policies and to reiterate the expectation that they will comply with these policies. At the same time, the company's special agents conducted an intense investigation aimed at discovering the source of harassment.

Unfortunately, despite extensive efforts, the investigation did not result in identification of who was responsible for the anonymous acts of harassment. However, an employee who used inappropriate language with one of the complaining employees was disciplined. He was removed from service and required to complete counseling and training before he could return to work. This employee may or may not have been responsible for other acts of harassment. No additional acts of racial harassment at the Albina diesel shop have been reported to management since management's responses were completed.

The allegation of racially offensive graffiti inside the restroom of a locomotive, cited in media reports, was never reported to management. We first learned about the graffiti a few weeks ago when our EEO office received a photograph, taken by an employee in March 2000, from the state agency where the employees filed their complaints. As you know, locomotives move throughout the system. That particular locomotive was in the Albina diesel shop in March. As soon as we received the information, we located the locomotive in Chicago and found no graffiti. There is no way of knowing when, or even if, the graffiti appeared, or who did it. If there was graffiti, it does not appear to have been directed against anyone at the Albina shop.

Every time an employee reports harassment, management responds by investigating and trying to resolve the complaint through appropriate remedial action. We encourage employees to report any act of harassment by notifying local management, the EEO office (which maintains a 24-hour toll-free

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telephone number at 1-800-877-5951), or the Ombudsman, who also has a toll-free 24-hour "hotline", 1-800-998-2000. The company publishes and posts policies against harassment and provides continuous training to managers and supervisors about the policies and how to respond to complaints. We make every effort to provide a discrimination-free workplace. We value our employees and we are committed to treating all employees with respect. Simply stated, Union Pacific will not tolerate harassment of any kind.

As a measure of how seriously we view harassment, every complaint is investigated. Unfortunately, several employees have been asked to leave the company where the investigation determined that they were involved in or tolerated harassment of other employees.

Our company is also very concerned about the safety of our employees. To the best of our knowledge, there have not been any threats or actions affecting the safety of the complaining employees. One of the reasons the EEO compliance manager again was at the diesel shop the week of July 24, 2000, was to talk to each of the complaining employees about the allegations reported in the media that they fear for their safety at work. They reported to her that there have not been any incidents which compromised their safety. If there had been safety issues, they would have been addressed immediately. The EEO manager also provided additional training on Equal Employment Opportunity and diversity to all employees at the shop, including the manager, supervisors and foremen general. She plans to return to the shop in August to follow up on the training and ensure that there are no new issues.

I hope the information I have provided responds to your concerns. If you want additional information, or have comments, I encourage you to contact Kathleen Vance, Director of EEO and Affirmative Action at 271-4435.

Sincerely,



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** PERSONAL AND CONFIDENTIAL **
M O COATS
16008 E 28TH TERR.APT.2207
INDEPENDENCE MO 64055

UNION PACIFIC RAILROAD

THE AMOUNT OF $2838.72 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 793523 ON APRIL 14, 2000 FOR THE PAY PERIOD ENDING MARCH 31, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
			2271.57	PROT/GUARANTEE
	2676.60			TEY GROSS EARNINGS
	18.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 18.00
TOTAL TAXABLE COMPENSATION =====> 4948.17

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	378.54	1456.93	4948.17	
RR TIER II	242.46	933.20	4948.17	
FED INC TX	758.13	2480.11	4453.35	17140.36
MO INC TX	211.00	740.00	4453.35	

TOTAL TAXES TAKEN ==> 1590.13

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	494.82	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS => 494.82
TOTAL MISC. DEDUCTIONS ===> 42.50

**** WAGE PROT/GUARN BREAKDOWN ****
02/0 2271.57

TOTALS	AMOUNT
TAXABLE COMPENSATION	4948.17
PRE-TAX DEDUCTIONS	494.82-
FEDERAL TAXABLE GROSS	4453.35
TAXES TAKEN	1590.13-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	18.00
NET AMOUNT	2838.72

PERSONNEL ACCOUNTING CONTROL NBR 5004328

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** PERSONAL AND CONFIDENTIAL **

M O COATS
16008 E 28TH TERR.APT.2207
INDEPENDENCE MO 64055

UNION PACIFIC RAILROAD

THE AMOUNT OF $1634.51 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 793523 ON MAY 15, 2000 FOR THE PAY PERIOD ENDING APRIL 30, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
			1515.85	PROJ/GUARANTEE
	1070.08			TEY GROSS EARNINGS
	12.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 12.00
TOTAL TAXABLE COMPENSATION =====> 2585.93

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	197.82	1846.53	2585.93	
RR TIER II	126.72	1182.75	2585.93	
FED INC TX	243.79	11357.02	2327.34	51723.90
MO INC TX	94.00	1825.00	2327.34	

TOTAL TAXES TAKEN ==> 662.33

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	258.59	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS => 258.59
TOTAL MISC. DEDUCTIONS ===> 42.50

WAGE PROT/GUARN BREAKDOWN

03/0 1515.85

TOTALS	AMOUNT
TAXABLE COMPENSATION	2585.93
PRE-TAX DEDUCTIONS	258.59-
FEDERAL TAXABLE GROSS	2327.34
TAXES TAKEN	662.33-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	12.00
NET AMOUNT	1634.51

PERSONNEL ACCOUNTING
CONTROL NBR 5078192

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** PERSONAL AND CONFIDENTIAL **

M O COATS
16008 E 28TH TERR.APT.2207
INDEPENDENCE MO 64055

UNION PACIFIC RAILROAD

THE AMOUNT OF $2752.48 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 793523 ON JUNE 15, 2000 FOR THE PAY PERIOD ENDING MAY 31, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
			1202.70	PROT/GUARANTEE
	3511.48			TEY GROSS EARNINGS
	42.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 42.00
TOTAL TAXABLE COMPENSATION =====> 4714.18

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	360.63	2207.16	4714.18	
RR TIER II	230.99	1413.74	4714.18	
FED INC TX	699.16	12056.18	4242.76	55966.66
MO INC TX	199.00	2024.00	4242.76	

TOTAL TAXES TAKEN ==> 1489.78

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	471.42	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS ==> 471.42
TOTAL MISC. DEDUCTIONS ===> 42.50

**** WAGE PROT/GUARN BREAKDOWN ****
04/0 1202.70

TOTALS	AMOUNT
TAXABLE COMPENSATION	4714.18
PRE-TAX DEDUCTIONS	471.42-
FEDERAL TAXABLE GROSS	4242.76
TAXES TAKEN	1489.78-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	42.00
NET AMOUNT	2752.48

PERSONNEL ACCOUNTING
CONTROL NBR 5152164

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** PERSONAL AND CONFIDENTIAL **
M O COATS
16008 E 28TH TERR.APT.2207
INDEPENDENCE MO 64055

UNION PACIFIC RAILROAD

THE AMOUNT OF $1271.09 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 793523 ON JULY 14, 2000 FOR THE PAY PERIOD ENDING JUNE 30, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION	
	1933.20			TEY GROSS EARNINGS	
	36.00			NON TAXABLE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE ====>	36.00
				TOTAL TAXABLE COMPENSATION ======>	1933.20

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	147.90	2474.94	1933.20		PRETAX 401-K	193.32	INS LE&C MUT PRO	42.50
RR TIER II	94.72	1585.25	1933.20					
FED INC TX	155.67	122318.09	1739.88	59116.92			TOTAL PRE-TAX DEDUCTIONS =>	193.32
MO INC TX	64.00	2135.00	1739.88				TOTAL MISC. DEDUCTIONS ===>	42.50
TOTAL TAXES TAKEN ==>		462.29						

TOTALS	AMOUNT	
TAXABLE COMPENSATION	1933.20	
PRE-TAX DEDUCTIONS	193.32-	
FEDERAL TAXABLE GROSS	1739.88	
TAXES TAKEN	462.29-	
MISCELLANEOUS DEDUCTIONS	42.50-	
NON-TAXABLE ALLOWANCE	36.00	
NET AMOUNT	1271.09	PERSONNEL ACCOUNTING CONTROL NBR 5226226

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** PERSONAL AND CONFIDENTIAL **

M O COATS
16008 E 28TH TERR.APT.2207
INDEPENDENCE MO 64055

UNION PACIFIC RAILROAD

THE AMOUNT OF $1421.96 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 793523 ON SEPTEMBER 29, 2000 FOR THE PAY PERIOD ENDING SEPTEMBER 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	2266.83			TEY GROSS EARNINGS
	42.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 42.00
TOTAL TAXABLE COMPENSATION =====> 2266.83

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	173.41	3163.61	2266.83	
RR TIER II	111.97	2026.36	2266.83	
FED INC TX	200.71	13061.50	2040.15	67218.90
MO INC TX	80.00	2424.00	2040.15	

TOTAL TAXES TAKEN ==> 565.19

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	226.68	BLE #609	95.00

TOTAL PRE-TAX DEDUCTIONS ==> 226.68
TOTAL MISC. DEDUCTIONS ===> 95.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	2266.83
PRE-TAX DEDUCTIONS	226.68-
FEDERAL TAXABLE GROSS	2040.15
TAXES TAKEN	565.19-
MISCELLANEOUS DEDUCTIONS	95.00-
NON-TAXABLE ALLOWANCE	42.00
NET AMOUNT	1421.96

PERSONNEL ACCOUNTING
CONTROL NBR 5408002

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ORGANIZATION EXHIBIT

M

COPIES OF OTHER CORRESPONDENCE RELATING TO KANSAS CITY ADDRESS, INCLUDING ELECTRIC BILLS

M-1

City of Independence Utilities

11610 Truman Rd | 410 Independence, MO 64051-0410 Customer Service: Electric/Sewer (816) 325-7930

FOR SERVICE AT
APT 2207
16008 E 28TH TER SO

Z 13

COATS MIKE O
APT 2207
16008 E 28TH TER SO
INDEPENDENCE MO 64055-7508

06/16/2000
BILLING DATE

ACCESS CODE: 123406

RATE ▶RS4 ACCOUNT NUMBER ▶ 0561-16008-0006-032

SERVICE CODES	SERVICE PERIOD FROM	SERVICE PERIOD TO	DAYS	METER READINGS PRESENT	METER READINGS PREVIOUS	READ CODES	ELECTRIC MULTIPLIER	ELECTRIC DEMAND	USAGE KWH/CCF	AMOUNT
E	05/16/00	06/09/00	24	39558	39252	RM	1		306	
	RESIDENTIAL ELECTRIC SERVICE/ALL ELECTRIC HOME									21.81
	SALES TAX									.33

ELEC AMT INCLUDES FUEL ADJUST FACTOR OF .012510CR TIMES KWH USED

AMOUNT NOW DUE
22.14

LAST YEAR'S BILLING	DAYS	USAGE KWH/CCF
E Electric		
W Water		

SERVICE CODES
E ELECTRIC
W WATER
S SEWER

READ CODES
RC READ BY CUSTOMER
RM READ BY METER READER
ES ESTIMATED
DR DESIGNATED READER

IF NOT RECEIVED BY
JUL 17 2000
23.23
WILL BE DUE

PLEASE DETACH LOWER PORTION AT PERFORATION AND RETURN WITH PAYMENT OR IF PAYING IN PERSON - BRING ENTIRE BILL

M-2

City of Independence Utilities

11610 Truman Rd ... w 410 Independence MO 64051-0410 Customer Service Fa ...er/Sewer (816) 325-7930

FOR SERVICE AT
APT 2207
16008 E 28TH TER SO

Z 13

COATS MIKE O
APT 2207
16008 E 28TH TER SO
INDEPENDENCE MO 64055-7508

07/19/2000
BILLING DATE

ACCESS CODE: 123406

RATE ▶RS4 ACCOUNT NUMBER ▶ 0561-16008-0006-032

SERVICE CODES	SERVICE PERIOD FROM	SERVICE PERIOD TO	DAYS	METER READINGS PRESENT	METER READINGS PREVIOUS	READ CODES	ELECTRIC MULTIPLIER	ELECTRIC DEMAND	USAGE KWH/CCF	AMOUNT
E	06/09/00	07/12/00	33	39962	39558	RM	1		404	
	RESIDENTIAL ELECTRIC SERVICE/ALL ELECTRIC HOME									31.54
	SALES TAX									.47

ELEC AMT INCLUDES FUEL ADJUST FACTOR OF .005745CR TIMES KWH USED

AMOUNT NOW DUE
32.01

IF NOT RECEIVED BY
AUG 14 2000
33.59
WILL BE DUE

LAST YEAR'S BILLING		DAYS	USAGE KWH/CCF
E	Electric		
W	Water		

SERVICE CODES
E ELECTRIC
W WATER
S SEWER

READ CODES
KC READ BY CUSTOMER
RM READ BY METER READER
ES ESTIMATED
DR DESIGNATED READER

PLEASE DETACH LOWER PORTION AT PERFORATION AND RETURN WITH PAYMENT — OR IF PAYING IN PERSON - BRING ENTIRE BILL

M-3

City of Independence Utility

11610 Truman Rd [illegible] 410 Independence MO 64051-0410 Customer Service: Electric (816) 325-7930 Sewer

FOR SERVICE AT
APT 2207
16008 E 28TH TER SO

Z 13

COATS MIKE O
APT 2207
16008 E 28TH TER SO
INDEPENDENCE MO 64055-7508

08/17/2000
BILLING DATE

ACCESS CODE: 123406

RATE ▶RS4 ACCOUNT NUMBER ▶ 0561-16008-0006-032

SERVICE CODES	SERVICE PERIOD FROM	SERVICE PERIOD TO	DAYS	METER READINGS PRESENT	METER READINGS PREVIOUS	READ CODES	ELECTRIC MULTIPLIER	ELECTRIC DEMAND	USAGE KWH/CCF	AMOUNT
E	07/12/00	08/10/00	29	40446	39962	RM	1		484	
	RESIDENTIAL ELECTRIC SERVICE/ALL ELECTRIC HOME									38.61
	SALES TAX									.58

ELEC AMT INCLUDES FUEL ADJUST FACTOR OF .004035CR TIMES KWH USED

AMOUNT NOW DUE
39.19

IF NOT RECEIVED BY
SEP 15 2000
41.12
WILL BE DUE

LAST YEAR'S BILLING		DAYS	USAGE KWH/CCF
E	Electric		
W	Water		

SERVICE CODES
E ELECTRIC
W WATER
S SEWER

READ CODES
RC READ BY CUSTOMER
RM READ BY METER READER
ES ESTIMATED
OR DESIGNATED READER

PLEASE DETACH LOWER PORTION AT PERFORATION AND RETURN WITH PAYMENT — OR IF PAYING IN PERSON - BRING ENTIRE BILL

M-4

City of Independence Utilities

11610 Truman Rd · P.O. Box 1410 · Independence, MO 64051-0410 · Customer Service: Electric, Sewer (816) 325-7930

FOR SERVICE AT APT 2207
64051-0410 16008 E 28TH TER SO

Z 13

4231

09/19/2000
BILLING DATE

COATS MIKE O
APT 2207
16008 E 28TH TER SO
INDEPENDENCE MO 64055-7508

ACCESS CODE: 123406

RATE ▶ RS4

ACCOUNT NUMBER ▶ 0561-16008-0006-032

SERVICE CODES	SERVICE PERIOD FROM	SERVICE PERIOD TO	DAYS	METER READINGS PRESENT	METER READINGS PREVIOUS	READ CODES	ELECTRIC MULTIPLIER	ELECTRIC DEMAND	USAGE KWH/CCF	AMOUNT
E	08/10/00	09/12/00	33	41055	40446	RM	1		609	
	RESIDENTIAL ELECTRIC SERVICE/ALL ELECTRIC HOME									49.50
	SALES TAX									.74

ELEC AMT INCLUDES FUEL ADJUST FACTOR OF .000870CR TIMES KWH USED

AMOUNT NOW DUE
50.24

IF NOT RECEIVED BY
OCT 13 2000
52.72
WILL BE DUE

LAST YEAR'S BILLING		DAYS	USAGE KWH/CCF
E	Electric		
W	Water		

SERVICE CODES
E ELECTRIC
W WATER
S SEWER

READ CODES
RC READ BY CUSTOMER
RM READ BY METER READER
ES ESTIMATED
DR DESIGNATED READER

PLEASE DETACH LOWER PORTION AT PERFORATION AND RETURN WITH PAYMENT — OR IF PAYING IN PERSON - BRING ENTIRE BILL

M-5

City of Independence Utilities

11610 Truman Rd. P.O. Box 410 Independence, MO 64051-0410 Customer Service: Elec. r/Sewer (816) 325-7930

FOR SERVICE AT APT 2207
16008 E 28TH TER SO

Z 13

COATS MIKE O
APT 2207
16008 E 28TH TER SO
INDEPENDENCE MO 64055-7508

10/17/2000
BILLING DATE

ACCESS CODE: 123406

RATE ▶RS4 ACCOUNT NUMBER ▶ 0561-16008-0006-032

SERVICE CODES	SERVICE PERIOD FROM	SERVICE PERIOD TO	DAYS	METER READINGS PRESENT	METER READINGS PREVIOUS	READ CODES	ELECTRIC MULTIPLIER	ELECTRIC DEMAND	USAGE KWH/CCF	AMOUNT
E	09/12/00	10/10/00	28	41324	41055	RM	1		269	
	RESIDENTIAL ELECTRIC SERVICE/ALL ELECTRIC HOME									23.40
	SALES TAX									.35

ELEC AMT INCLUDES FUEL ADJUST FACTOR OF .003180 TIMES KWH USED

AMOUNT NOW DUE
23.75

LAST YEAR'S BILLING		DAYS	USAGE KWH/CCF
E	Electric		
W	Water		

SERVICE CODES
E ELECTRIC
W WATER
S SEWER

READ CODES
RC READ BY CUSTOMER
RM READ BY METER READER
ES ESTIMATED
DR DESIGNATED READER

IF NOT RECEIVED BY
NOV 15 2000
24.92
WILL BE DUE

PLEASE DETACH LOWER PORTION AT PERFORATION AND RETURN WITH PAYMENT — OR IF PAYING IN PERSON - BRING ENTIRE BILL

Z 13

City of Independence Utilities

11610 Truman Rd. P.O. Box 410 Independence, MO 64051-0410 Customer Service: Electric/Water/Sewer (816) 325-7930

AMOUNT NOW DUE
23.75

IF NOT RECEIVED BY
NOV 15 2000
24.92
WILL BE DUE

FOR SERVICE AT APT 2207
16008 E 28TH TER SO

CITY OF INDEPENDENCE
PO BOX 808207
KANSAS CITY MO 64180-8207

M6

0561160080006032 000002375 000002492 6

City of Independence Utilities

11610 Truman Rd P.O. Box 410 Independence, MO 64051-0410 Customer Service: Electric Sewer (816) 325-7930

FOR SERVICE AT APT 2207
16008 E 28TH TER SO

Z 13

11/17/2000
Billing Date

COATS MIKE O
APT 2207
16008 E 28TH TER SO
INDEPENDENCE MO 64055-7508

Access Code: 123406
RATE ▸ RS4

ACCOUNT NUMBER ▸ 0561-16008-0006-032

SERVICE CODES	SERVICE PERIOD FROM	SERVICE PERIOD TO	DAYS	METER READINGS PRESENT	METER READINGS PREVIOUS	READ CODES	ELECTRIC MULTIPLIER	ELECTRIC DEMAND	USAGE KWH/CCF	AMOUNT
E	10/10/00	11/08/00	29	41538	41324	RM	1		214.0	
	RESIDENTIAL ELECTRIC SERVICE/ALL ELECTRIC HOME									17.19
	PREVIOUS BALANCE									24.92
	SALES TAX									.26

ELEC AMT INCLUDES FUEL ADJUST FACTOR OF .003450- TIMES KWH USED

AMOUNT NOW DUE
42.37

IF NOT RECEIVED BY
DEC 14 2000
43.23
WILL BE DUE

LAST YEAR'S BILLING		DAYS	USAGE KWH/CCF
E	Electric		
W	Water		

SERVICE CODES: E ELECTRIC; W WATER; S SEWER

READ CODES: RC READ BY CUSTOMER; RM READ BY METER READER; ES ESTIMATED; DR DESIGNATED READER

PLEASE DETACH LOWER PORTION AND RETURN WITH PAYMENT OR **IF PAYING IN PERSON - BRING ENTIRE BILL**

Z 13

City of Independence Utilities

11610 Truman Rd. P.O. Box 410 Independence, MO 64051-0410 Customer Service: Electric/Water/Sewer (816) 325-7930

AMOUNT NOW DUE
42.37

IF NOT RECEIVED BY
DEC 14 2000
43.23
WILL BE DUE

FOR SERVICE AT APT 2207
16008 E 28TH TER SO

CITY OF INDEPENDENCE
PO BOX 808207
KANSAS CITY MO 64180-8207

M-7

0561160080006032 000004237 000004323 5

City of Independence Utilities

11610 Truman Rd P[illegible]0 Independence, MO 64051-0410 Customer Service Electric Power (816) 325-7930

FOR SERVICE AT APT 2207
16008 E 28TH TER SO

B 13
FINAL

12/01/2000
Billing Date

COATS MIKE O
3017 COUNTY ROAD 490
NEW BLOOMFIELD, MO 65063

Access Code: 123406
RATE ▸ RS4

ACCOUNT NUMBER ▸ 0561-16008-0006-032

SERVICE CODES	SERVICE PERIOD FROM	SERVICE PERIOD TO	DAYS	METER READINGS PRESENT	METER READINGS PREVIOUS	READ CODES	ELECTRIC MULTIPLIER	ELECTRIC DEMAND	USAGE KWH/CCF	AMOUNT
E	11/08/00	11/27/00	19	42190	41538	RM	1		652.0	
	RESIDENTIAL ELECTRIC SERVICE/ALL ELECTRIC HOME									42.35
	PRIOR BILL									17.45
	PREVIOUS BALANCE									24.92
	SALES TAX									.64

85.36
42.35
17.45
24.92

ELEC AMT INCLUDES FUEL ADJUST FACTOR OF .005625- TIMES KWH USED

AMOUNT NOW DUE
85.36

IF NOT RECEIVED BY
DEC 27 2000
WILL BE DUE

LAST YEARS BILLING		DAYS	USAGE KWH/CCF
E	Electric		
W	Water		

SERVICE CODES
E ELECTRIC
W WATER
S SEWER

READ CODES
RC READ BY CUSTOMER
RM READ BY METER READER
ES ESTIMATED
DR DESIGNATED READER

PLEASE DETACH LOWER PORTION AND RETURN WITH PAYMENT OR IF PAYING IN PERSON - BRING ENTIRE BILL

M-8

December 2, 2000

Michael Coats
16008 E. 28th Terrace #2207
Independence, MO 64055

Dear Michael,

Enclosed please find your secutity deposit disposition for the apartment you vacated on October 31, 2000 at the Mansion Apartments, address listed above.

There is a balance due in the amount of $191.00. The disposition details the charges accessed to your apartment.

Please pay by check or money order by January 30, 2000. If we do not hear from you or receive payment by this date, we will have no choice but to turn this account over to a collection agency which will reflect on your credit report.

Please call (816) 478-2100, if you have any questions regarding the amount due.

Sincerely,

Barbara Johnson

Barbara Johnson
Assistant Manager

cc: file

M-9

WHITNEY MANAGEMENT CORPORATI
MOVE-IN/MOVE-OUT INSPECTION FO
SECURITY DEPOSIT DISPOSITION

Property Name: THE MANSION Apt. #: 2207

Resident's Name(s): MICHAEL COATS

Forwarding Address: City/State/Zip:

Move-in Date: 5-15-2000 Move-out Date: 10-31-00 Date of Notice: 10-1-00 65063

Reason for Moving: Move to work Lease expiration Date: 11-30-00 Rent paid thru: 10-31-00

+ Total Deposit $ 200.00

- Total Charges $ 391.00 Check Number : Check Date:

= Refund $ 0

Supervisor Date WMC Approval Date

Code: 21910

Balance Due $ 191.00

MOVE-IN INSPECTION
Resident accepts responsibility for condition of above referenced rental property "as is" with the exceptions listed below. This form is made a part of the rental agreement for said property and existing damages are noted for permanent record.

MOVE-OUT INSPECTION
Inspection to determine extent and estimated charges for any damage deductions to be assessed by owner against resident's security deposit and/or additional deposit.

LOCATION OF DAMAGES	MOVE -IN	COMMENTS	DATE WORK COMPLETED	MOVE -OUT	COMMENTS	CHARGES
KITCHEN						
Ceiling/Walls	✓	ceiling texture missing @ soffit corner	OK	apt Clean		$
Dishwasher	✓	Rust above window inside				$
Floor	✓	2 small cracks	OK			$
Countertops	✓	OK				$
Sink/Faucets	✓	lightly scratched	OK			$
Drains/Disposal	✓	OK				$
Cabinets	✓	OK				$
Shelves/Drawers	✓	OK				$
Windows/Screens	✓	NONE				$
Blinds/Curtains	✓	NONE				$
Fixtures	✓	OK				$
Refrigerator	✓	OK				$
Stove/Oven	—	oven inside enamel lrd				$
Other:	—					$
LIVING ROOM						
Ceiling/Walls	✓	may have moisture around vents	OK			$
Carpeting	✓	dirty				$
Windows/Screens	✓	OK				$
Drapes/Blinds/Rods	✓	Blinds only				$
Closet/Rods/Shelves	✓	Bedroom only				$
Fixtures	—	NONE				$
Other:	—					$
HALLWAY/STAIRS/ENTRY						
Ceiling/Walls	✓	Bathroom tub paint spots	OK			$
Carpeting	—					$
Floors	✓	Bathroom floor patched and rug burn/mark	OK			$
Windows/Screens	—					$
Closets/Rods/Shelves	—					$
Fixtures	—					$
Other:	✓	Bedroom window gouff broken	OK			$

M-10

Property: [illegible] Resident Name: MICHAEL COATS Apt. #: 2207

LOCATION OF DAMAGES	MOVE -IN	COMMENTS	DATE WORK COMPLETED	MOVE -OUT	COMMENTS	CHARGES
BEDROOM(S)						
Ceiling/Walls				Kept Clean		$
Carpeting						$
Drapes/Blinds/Rods						$
Windows/Screens						$
Closets/Rods/Shelves						$
Fixtures						$
Other:						$
BATHROOM(S)						
Ceiling/Walls						$
Exhaust Fan						$
Floor						$
Doors/Knobs						$
Tile						$
Cabinets/Shelves						$
Mirrors						$
Tub/Caulking/Faucets						$
Shower Head						$
Shower Door/Tracks						$
Sink/Faucets						$
Bowl/Seat						$
Countertops						$
Towel/Toilet paper holder						$
Windows/Screens						$
Drapes/Blinds/Rods						$
Fixtures						$
MISC.						
Other:						$
						$

MOVE-OUT INFORMATION	COMMENTS	AMT.
Completed Lease (Y or N) Rental amount owed:	Prorated rent 11-1 to 11-23-00	$391.00
Returned Keys (Y or N)		$ 0
Reletting Fee/NSF		$ 0
Other:		$ 0
TOTAL CHARGES		$391.00

NOTICE TO RESIDENT: State Law requires that you acknowledge the correctness of the Move-in/Move-out inspection reports by signing same or, if you disagree, by filing a properly signed written statement of dissent setting forth specifically those items with which you disagree.

We reserve the right to report any amount not paid to your local credit bureau.

Move-in inspection results delivered to resident.

Manager's Signature Date

Resident acknowledges receipt of foregoing Move-in inspection results.

Resident's Signature Date 11/05/00

Move-out inspection results delivered to resident.

Manager's Signature Date

Resident acknowledges receipt of Move-out inspection results.

Resident's Signature Date

M-11

WMC 10/93

ORGANIZATION EXHIBIT

N

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179

June 2, 2000

110.61-20.326

Mr. M. O. Coats
3017 County Road 490
New Bloomfield, MO 65063

Dear Sir:

An audit of the relocation payment made to you under the provisions of the Kansas City Hub Implementation Agreement revealed that you requested a relocation lump sum of $30,000. Payment in the net amount of $20,700.00 was made to you on April 17, 2000.

However, Carrier records indicate that you did not relocate to Kansas City. Instead, you have relocated back to the Jefferson City vicinity. The relocation allowance was not intended to be paid for employees who were not truly relocating their residence to Kansas City. As you have failed to comply with the conditions under which you were granted the relocation allowance, I have enclosed a repayment agreement for you to repay the net amount of $20,700.00 as you have failed to relocate in accordance with the agreement. Due to this, your payment of reverse held-away benefits will cease immediately. To reimburse the Carrier for your improper request and receipt of this relocation lump sum, you must complete, sign and return the enclosed agreement for repayment to the Carrier within ten (10) days of receipt. Failure to do so will result in this office turning this matter over to auditors, special agents and the service unit for resolution.

Thank you for your attention in this matter.

Sincerely,

Andrea Gansen
Assistant Director Labor Relations

Copy to: W. Scott Hinckley
Mike Scoggins

N-1

AGREEMENT FOR REPAYMENT

110.61-20.326

Mr. M. O. Coats
3017 County Road 490
New Bloomfield, MO 65063

I understand that I was incorrectly paid relocation of $20,700.00. I agree to repay this amount to the Carrier as follows (select one):

____ By check for the full amount (enclose check and send via U.S. Mail)

____ Deduction of $862.50 per pay period for twelve months

____ Deduction of $575.00 per pay period for eighteen months

This deduction will commence at the first pay period following the date this Agreement is received by the Carrier.

_____
Employee's Signature

_____
Date

Send by fax to: Andrea Gansen
402/271-2463

or mail: 1416 Dodge Street
Room 332
Omaha, NE 68179

Upon receipt, copy to George Marshall for processing to Banking Department.

N-2

ORGANIZATION EXHIBIT

O

June 12, 2000

Ms. Andrea Gansen
Assistant Director Labor Relations
Union Pacific Railroad
1416 Dodge Street
Omaha, NE 68179

Certified No. 7099 3220 0008 9757 2174

RE: Your Letter 110.61-326 Dated June 2, 2000 Concerning Relocation Benefits Paid To Me

Dear Andrea:

I would like to know which Carrier records indicate that I did not relocate to Kansas City per the provisions of the Kansas City Hub. I furnished your office with a signed lease on an apartment in Kansas City along with my relocation request. The lease is a valid document as per the provisions of the Kansas City Hub agreement. It was for a period of six months and renewable thereafter. I received payment denoted in your letter on April 27, 2000, and my lease period began on May 15, 2000.

How am I different from the many hundreds of engineers and trainmen that have taken these same relocation benefits in the various other hubs, as well as the Kansas City Hub? Does the Kansas City Hub agreement state that I have only two weeks to find another house or build one at the place I am relocating to? Does it state that I must immediately move all of my personal belongings to a storage site within the confines of the location I am moving to? Or, does the intent of the agreement give me the option to rent for a reasonable period of time until I can fully relocate to the Kansas City area?

As you know I am a BLE union representative and have been for the past 18 years. I have been involved in the negotiations for the Longview, North Little Rock/Pine Bluff, St. Louis, Kansas City, Salina, Southwest, and Dallas/Fort Worth Hubs. As First Vice General Chairman for the BLE-SSW General Committee, I have been immensely preoccupied with these negotiations as well as multiple other tasks related to my union position for the past three years. These duties continue to date. I suspect they will decrease or end in the near future which should allow more time to concentrate on finding a suitable place to relocate in the Kansas City area.

O-1

It was my intent to totally relocate to Kansas City in the future. However, I could not complete this move totally within the prescribed two-year period denoted in the "in lieu of" section pertaining to relocation allowance due to the above.

I therefore find your statements to be in error, your request for repayment of the relocation allowance unwarranted, and your denial of reverse held away from home terminal payments in violation of the Kansas City Hub agreement. Please arrange to have the held away from home terminal at Jefferson City reapplied to my job and forward a copy of this letter to the Carrier auditors. Further attempts to collect repayment of the relocation allowance and failure to pay other proper benefits of the Kansas City Hub agreement will be referred to my attorney.

Sincerely,

Michael O. Coats

Michael O. Coats

c: W. Scott Hinckley, Director
Labor Relations Southern Region

O-2

ORGANIZATION EXHIBIT

P

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179

June 2, 2000

110.61-20.326

Mr. M. O. Coats
3017 County Road 490
New Bloomfield, MO 65063

Dear Sir:

I am in receipt of your letter, postmarked June 12, 2000, regarding my letter to you requesting repayment of the relocation allowance you received under the provisions of the Kansas City Hub Implementation Agreement in the net amount of $20,700.

The Carrier records that indicate that you have not relocated to Kansas City include the fact that your home phone number remains in the 573 area code, which is for the Jefferson City area, not Kansas City nor Independence. The issue is not that you are renting at Kansas City rather than purchasing a house. Rental of a home or apartment is sufficient when all other aspects of residence are also present. However, given the fact that you still receive your phone calls at New Bloomfield, I cannot agree that you have fulfilled your obligation to make Kansas City your residence. In line with arbitral precedent, renting an apartment and commuting to one's home in another location is not sufficient proof that a residence has been established in the new location. It has been demonstrated that you intend 3017 County Road 490, New Bloomfield as your principal place of residence. Therefore, you cannot be said to have changed your place of residence pursuant to the terms and conditions of the Kansas City Hub Agreement. For your review, I have enclosed an arbitration award that clearly supports the Carrier's position in this matter.

I suggest that you give this matter further consideration. I will extend the time for receipt of the repayment agreement until June 26, 2000.

Sincerely,

Andrea Gansen
Director Labor Relations

Copy to: W. Scott Hinckley
C. R. Rightnowar

P-1

Special Board of Arbitration

Issue: NYD-217 Interpretation
Case 1 - Seven Claims

Union Pacific Railroad Company

vs

Allied Service Division
Transportation Communications Union

Award Issued: February 24, 2000

Edward L. Suntrup
Arbitrator

P-2

In the Matter of Arbitration

Allied Services' Division Transportation Communications Union	)	
vs	)	**Special Board of Arbitration** **NYD-217 Case 1 - Seven Claims**
Southern Pacific Transportation Company Union Pacific Railroad Company	)	

Before

Edward L. Suntrup, Arbitrator

Appearances

For the Company

Dean D. Matter	-	General Director, Labor Relations

For the Union

T. P. Stafford	-	President, Allied Services Division
Phillip T. Trittel	-	Assistant to the President

Background

The U.S. Surface Transportation Board (STB) approved the merger of rail carriers controlled by the Union Pacific Corporation (UP) and the Southern Pacific Rail Corporation (SP) in September of 1996 under Finance Docket No. 32760.[1] In so doing the STB imposed New York Dock Railway — Control — Brooklyn Eastern District (NYD) conditions adopted by the former Interstate Commerce Commission (ICC) in Finance

[1]These carriers include the Union Pacific Railroad Company, the Missouri Pacific Railroad Company, the Southern Pacific Transportation Company, the St. Louis Southwestern Railroad Company, SPLSL Corporation, and the Denver and Rio Grande Western Railroad Company.

P-3

Docket No. 28250, 360 ICC 60, 84-90 of 1979 on the merger.[2] In accordance with NYD the Carrier served notice on September 16, 1996 to the Allied Services Division of the Transportation Communications Union (ASD-TCU) of its intent to consolidate forces represented by this union throughout the newly merged SP-UP system. The parties thereafter entered into negotiations in accordance with Article 1, Section 4 of NYD which states the following, in pertinent part.

> **Article 1**
>
> **4. Each railroad contemplating a transaction which is subject to these conditions which may cause dismissal or displacement of any employees, or rearrangement of forces, shall give at least ninety (90) days' written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of the railroad and by sending registered mail notice to the representatives of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes to be affected by such transaction, including an estimate of the number of employees of each class affected by the intended changes. Prior to consummation the parties shall negotiate in the following manner.**
>
> **Within five (5) days from the date of receipt of notice, at the request of either the railroad or representatives of such interested employees, a place shall be selected to hold negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this appendix, and these negotiations shall commence immediately thereafter and continue for at least thirty (30) days. Each transaction which may result in a dismissal or displacement of employees or rearrangement of forces, shall provide for the selection of forces for all employees involved on a basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this Section 4. If at the end of the thirty (30) days there is a failure to agree, either party to the dispute may submit it**

[2]Carrier Exhibit A. The acronym, NYD and the phrase, New York Dock Conditions are used interchangeably in this Award. When the parties' Implementing Agreement is referenced it is called NYD-217.

P-4

for adjustment in accordance with the following procedures.....

A Memorandum Agreement (NYD-217), affecting some 1,800 clerical employees represented by the union, was signed by the company and the union on December 18, 1996. This Agreement has appended to it Letters of Understanding, Attachments, as well as a list of Q&As mutually agreed upon by the parties . The set of Q&As, commonly appended to Implementing Agreements in this industry, was developed by the parties to assist them in understanding and applying the provisions of NYD-217.[3]

Provisions framed by the parties in NYD-217 permitted the Carrier to transfer work and positions between the SP and the UP upon giving appropriate notice to the employees involved. Employees thus affected were covered by provisions found in NYD and/or in the newly negotiated NYD-217 itself. In this respect, the latter states the following.

> **Article I**
>
> **The labor Protective Conditions as set forth in the New York Dock Conditions which, by reference hereto, are incorporated herein and made a part of this Agreement shall be applicable to this transaction.**
>
> **Employees affected as a result of the transaction pursuant to this Agreement will be provided an election of available employee protective benefits as set forth in Article I, Section 2 of New York Dock Conditions.**

Article I. Section 2 of NYD guarantees that rates of pay, rules, and other working conditions would remain preserved under "...applicable laws and/or existing collective

[3]This full set of documents is found in TCU Exhibit A and Carrier Exhibit B.

bargaining agreements..." unless changed by future agreements or "...applicable statutes...".

NYD-217 then states, at Article I, the following.

Article I

Employees affected as a result of the transaction covered by this Agreement and who elect to accept work at another location will be provided with protective benefits as set forth in Article I, Sections 2 (see above), 9 and 12 of New York Dock Conditions, or the moving benefits outlined in Attachment "B".

Article I, Sections 9 and 12 of NYD operationalize benefits to be received by employees with respect to moving expenses and losses from home removal. Attachment "B" of NYD-217 states the following.

Attachment "B"

Section 1

(a) An employee who is required to change place of residence, as defined below, in the exercise of seniority as a result of a transaction under this Agreement who, on the date notice of transaction is issued, owns their home or is under a contract to purchase a home, shall be afforded one of the following options which must be exercised within fifteen (15) days from the date affected or assigned to a position at the new work location:

Option 1: Accept the moving expense and protection from loss in sale of home benefits provided by the terms of the New York Dock Conditions and Section 2 or, in lieu thereof, any property protection agreement or arrangement.

Option 2: Accept a lump sum transfer allowance of $20,000.00 in lieu of any and all other moving expense benefits and allowances provided under terms of the New York Dock Conditions and this Attachment "B".

NOTE: A "change of residence" as used in this Agreement shall only

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be considered "required" if the reporting point of the affected employee would be more than thirty (30) normal route miles from the employee point of employment at the time affected.

(b) An employee referred to above who does not own a home or is not obligated under contract to purchase a home shall be afforded one of the following options which must be exercised within fifteen (15) days from date affected or assigned to a position at the new work location:

Option 1: Accept the moving expense benefits provided by the terms of the New York Dock Conditions and Section 2 or, in lieu thereof, a property protection agreement or arrangement.

Option 2: Accept a lump sum transfer allowance of $10,000.00 in lieu of any and all other moving expense benefits and allowances provided under terms of the New York Dock Conditions and this Attachment "B".

(c) If an employee holds an unexpired lease of a dwelling occupied as his/her home, the Carrier shall protect such employee for all loss and cost of securing the cancellation of said lease as provided in Sections 10 and 11 of Washington Job Protection Agreement in addition to the benefits provided in this Section.

Section 2

An employee electing the moving expense benefits under the New York Dock Conditions shall receive a transfer allowance of Two Thousand Five Hundred Dollars ($2,500.00). In addition, the provisions of Section 9, Moving Expenses, of the New York Dock Conditions which provides "not to exceed 3 working days" will be increased to "not to exceed 5 working days".

Section 3

An employee who voluntarily transfers under terms of this Agreement, and who is required to change place of residence and elects the lump sum transfer allowance in lieu of any and all other moving expense benefits and allowances, shall be accorded on assignment a special transfer allowance of $5,000.00 in consideration of travel and temporary living expenses while undergoing the relocation. However, such employee will not be permitted to voluntarily exercise seniority on a position which again will require a change of residence outside the new point of employment for a period of twelve (12) months from date of assignment, except in

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cases of documented hardship and then only by written agreement between Labor Relations and the respective General Chairman/President.

Employees affected by a transaction are given options under Article III, Section 3 of NYD-217 as follows.

Article III, Section 3

The Carrier will determine the number of positions to be relocated or abolished at a given location as the result of the implementation of a transaction. Advertised positions to be established at the new location will be awarded in accordance with Letter of Understanding No. 5. Employees on the affected roster/zone will be given the simultaneous options of:

A. Receiving severance under the separation program (Attachment A)
B. Exercising seniority.
C. Relocating to accept a clerical position at a new location.
D. Entering voluntary furlough status (benefits suspended).

Employees will be asked to rank each option in order of preference. The option of each employee will be honored in seniority order until all the relocated positions have been filled or there are no surplus of employees on the roster/zone available to fill the relocated positions...

There are seven Claimants in this case. There is no dispute that all were affected by a transaction as defined by NYD,[4] result of the UP-SP merger. All of the Claimants exercised seniority to Hearne, Texas under option B. of Article III, Section 3 of NYD-217 when the Carrier initiated a "...rearrangement of forces..." under Article I, Section 4 of NYD. The Claimants had all been headquartered outside a 30-mile radius from Hearne and, according to the union, were eligible for benefits under Article III, Section 5 of NYD-217. These latter provisions state the following.

[4]See (1.) Definitions (a.) "Transaction".

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Article III, Section 5

An employee required to change place of residence as a result of election to follow a position will be entitled to the moving benefits set forth in Attachment "B".

A "change of residence" as used in this Agreement shall only be considered "required" if the reporting point of the affected employee would be more than thirty (30) normal route miles from the employee point of employment at the time affected.

If an employee receives a monetary relocation allowance and does not report to his/her newly assigned work point on the assigned date, he/she shall forfeit his/her accumulated seniority and be treated as though he/she had submitted a voluntary resignation, except in cases of illness or other physical disability or unless prior arrangements have been made in writing with the new supervisor.

When the seven employees opted to exercise seniority to Hearne, Texas they did so from one of three locations: Houston, Beaumont or Dayton, Texas. All three locations are more than thirty miles from Hearne.[5]

The seven employees applied for benefits under NYD-217, Attachment "B". After the Carrier conducted an audit NYD-217 benefits were denied totally for five of the Claimants for the move to Hearne. These five Claimants have never received any compensation under any form from the Carrier. In the other two cases, the Claimants were paid $25,000 for the Hearne, Texas move. But since they were both bumped shortly after they accepted the Hearne assignment, took dismissal allowance, and then were called to work to St. Louis, the Carrier advised both to use the payment already received

[5]Houston, Dayton and Beaumont, Texas which are the locations where the Claimants were working when they exercised seniority to Hearne, are 120, 150 and 205 miles, respective, from Hearne. The Claimants either lived in these cities or in the urban confines of these cities. See Map (TCU Exhibit B).

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for the Texas to St. Louis, Missouri move since the Carrier contended that these two Claimants had never established residence at Hearne, Texas in the first place. The genesis of the instant case centers on the Carrier's refusal to pay moving allowances to all seven of the Claimants after they had all exercised seniority, and actually went, to Hearne, Texas.

The record shows that the Carrier had allowed moving allowances for some employees relocating to Hearne, Texas. The Carrier's denial of benefits in the seven cases is based on its contention that the Claimants failed to demonstrate that they had ever changed their places of residence after exercising seniority to Hearne. According to the Carrier, NYD-217, Attachment "B" benefits should only be given to employees who "...actually relocate and change their place of residence...".

It is the union's contention, in the claims it filed on behalf of each of the employees here at bar, that benefits should have been granted to them under NYD- 217, Attachment "B" after they exercised seniority to Hearne.

After the union filed the claims, and absent settlement on property, the parties brought the claims to arbitration. The parties agreed to combine the claims filed for all seven of the employees under this one case. The issue for arbitration, therefore, is the following.

Issue

Did the Company violate the terms of the NYD-217 Implementing Agreement when it refused to compensate Claimants D. Colbert. A. Galentine, C. Hemphill,

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T. Krolczyk, R. Lee, N. Norfleet, and E. Perrine their Lump Sum moving benefits outlined in Attachment "B" of the Agreement?

If the answer to the above question is in the affirmative, shall the Carrier now be required to pay the Claimants listed above their Lump Sum Moving Benefits as so claimed?

According to the union, relief to be paid in each of the individual cases, if the answer to the question at issue is answered in the affirmative, is the following.[6]

Name of Claimant	Relief Requested
Donald K. Colbert	$ 15,000
A. W. Galentine	$ 15,000
Carolyn E. Hemphill	$ 25,000
Tony J. Krolczyk	$ 25,000
Richard Lee, Jr.	$ 15,000
Neil A. Norfleet	$ 15,000
E. K. Perrine	$ 15,000

Additionally, the union requests that the Carrier pay "...any cost (incurred by the Claimants) related to an unexpired lease of a dwelling...", as provided in Sections 10 and 11 of the Washington Job Protection Agreement as stated in Section 1 (c) of Attachment "B" of NYD-217.

Discussion

This is not a class action case. After review of the record before him the arbitrator concludes, as does the company in its Brief, that the request for NYD-217, Attachment "B" benefits by each of the Claimants must be considered separately, on its merits, and

[6] TCU Submission @ p. 33.

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that "...eligibility for benefits turns upon the facts in each individual case...".[7] This conclusion is not disputed by the union. The union discusses each of the Claimant's claims separately in its Brief[8] and by means of supporting Exhibits.

This is a contract interpretation case. The arbitrator will discuss first of all, therefore, the parties' respective arguments with respect to the contract interpretation and construction issues related to NYD-217. The arbitrator will then discuss each of the employee's claims separately, ruling on the parties' arguments as they relate to the facts of each claim accordingly.

Arguments

The union's arguments in this case will be reviewed first. It is the position of the union that the Carrier violated the provisions of NYD-219 and the agreed-to answers to certain questions attached to that Agreement when the Carrier did not grant all of the Claimants Attachment "B" benefits after each of them exercised seniority to Hearne, Texas. The Q&As pertinent to this case, according to the union, are the following.

> Q. **An employee does not accept a position to follow work to a new location and decides to exercise a displacement, however, the only position left requires a change of residence. Is the employee entitled to the same benefits outlined in the UP-SP Implementing Agreement No. NYD-217 as if he/she had followed the work to a new location, i.e. benefits of Attachment "B"?**
>
> A. Yes.

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[7]Carrier's Submission @ p. 11.

[8]TCU Submission @ pp. 4 through 25.

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Q. If an employee exercises seniority onto a position on his/her seniority district and receives moving allowance under the Agreement and is later displaced and is required to move again, will that employee receive moving benefits again under the UP-SP Implementing Agreement No. NYD-217?

A. Yes, if the required move is the result of a transaction under NYD-217.

The union argues that all of the employees involved here had to change their places of residence. But for how long? According to the union, that is not a determinative factor in the interpretation of NYD-217 benefits. The union notes that according to the company, the employees should not receive moving expenses because their move to Hearne, Texas did not require a "...change(..) in their place of residence on a permanent basis...".[9] The union argues that this interpretation of NYD-217 is not correct.

The union further argues that the parties were aware of the problem of multiple changes of residence by employees which could result from the rearrangement of forces after the UP-SP merger. The union already had experience with such circumstances off the earlier SP/DRGW merger. This is why the parties addressed this issue in the Q&As cited in the foregoing, according to the union. The union argues that the company is now trying to back off from its obligations under NYD-217 by arguing that things like short tenure (in a position), short leases, no registered phone in the name of the transferring employee, and so on are reasons for denying moving benefits.

According to the union, it was not the fault of the Claimants to this case if they got

[9]TCU Submission @ p. 29.

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bumped a short time after they exercised seniority to Hearne, Texas from the location of their prior assignments. In this respect, the union states the following:

> "These Claimants did everything they could to try to establish a permanent residence (in Hearne, Texas) only to get bumped before they completed attaining utilities, phones, etc. Some took the only available apartments because of time constraints for reporting to their positions. Others had the intention of maybe finding another apartment or residence in a better location closer to Hearne, Texas. Most of these Claimants did not receive the $5,000 special transfer allowance to which they were entitled while undergoing relocation. They were required to incur expenses without an assurance that the Carrier would abide by the Agreement...The Carrier failed to abide by their part of the Agreement...".[10]

The union then discusses specific circumstances. First, there is the issue of sequential moves. Three of the Claimants to this case (Colbert, Galentine, and Norfleet were involved in two moves.[11] According to the union, if both moves involve a transaction these employees should have been paid twice ... "...(h)owever costly..." this might be to the Carrier. According to the union, the Carrier "...cannot deprive these Claimants of negotiated benefits regardless of the number of times an employee is required to move...". Secondly, the union states that the Carrier has been inconsistent in its payment of moving expenses. Three other employees had, in fact, according to the union, received lump sum moving expenses even though they had not met the Carrier's tenure criteria. In all three instances, these employees had, however, taken separation pay

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[10]TCU Submission @ p. 30.

[11]There is no dispute that Colbert, Galentine & Norfleet were properly recalled to work to St. Louis, Missouri, from their original points of work, somewhat shortly after they were quickly bumped after going to Hearne, Texas. Claimant Lee is a special case. He is disputing his recall to St. Louis, after being bumped at Hearne, in a separate claim. Lee has never moved to St. Louis. (See Carrier's Exhibit R @ pp. 10-12 attached to this case.)

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as a second option. Thirdly, the union argues that information required of an employee affected by a transaction in order to receive lump sum moving expenses under NYD-217 was two pieces of evidence: one which proved home ownership, and the second which was a signature on an Election of Benefits' form certifying that he or she was eligible for the benefits. The process was simplified, according to the union, because the Carrier "...did not want to hassle about moving issues...(which was) the purpose of Lump Sums outlined in the Implementing Agreement...".[12] But in the case of the Claimants to this case, according to the union, the company always appeared to want more information beyond the two pieces of evidence cited above. According to the union, the company even generated a new form called the "Request for Information Pertaining to Application for Relocation Benefits" which the union took exception to.

In conclusion the union argues that:

> "These employees have attempted to the best of their ability under the circumstances involved in these cases to establish residences in the Hearne, Texas area. The documentation furnished by each Claimant clearly proves that each was legitimately attempting to relocate and establish a residence in the Hearne, Texas area. They were bumped through no fault of their own and had no control over the duration of their stay on the positions they occupied at Hearne, Texas. The Carrier must not be allowed to deny the...Claimants these negotiated moving expense benefits."[13]

According to the Carrier, on the other hand, each of the Claimants to this case chose option B. of Article III, Section 3 of NYD-217 as their first choice. This option B

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[12]TCU Submission @ p. 31.

[13]TCU Submission @ p. 33.

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only means "...fully exercising (or exhausting) SP seniority...". It does not necessarily mean a relocation although exercising option B. could result in a change of residence. It does not have to. But it could. Further, the exercise of option B. does not mean relinquishing seniority on an old roster and taking "...a new clerical position with 'dovetailed' seniority on a completely new seniority roster...".[14]

According to the Carrier, it is option C. of Article III, Section 3 which deals with relocating to accept a new clerical position on a dovetailed seniority roster at a new location.

After making this distinction the Carrier then argues that the same standards should apply to a change of residence as apply to a relocation albeit employees choosing option B. of Article III, Section 3 in this case are not, in fact, relocating. But they could be changing their place of residence.

The issue then, according to the Carrier, is whether the seven employees here ever did change their place of residence after exercising option B. To answer this question, according to the Carrier, it is necessary to establish criteria which can be used to determine whether "...an employee has changed his/her place of residence...". Then it remains to simply apply these criteria to the cases of each of the Claimants.

The Carrier states that the parties should be able to stipulate the following in this case.

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[14]Carrier's Submission @ p. 5.

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(1) Each of the seven Claimants exercised seniority and displaced to clerical positions which were in excess of 30 miles from their previous headquarters point.

(2) Each of the Claimants exercised SP seniority to SP clerical jobs (at Hearne) and did not relinquish SP seniority in order to move to the UP.

(3) Each of the Claimants contend that they changed their place of residence.

If the Claimants' contention # (3) is correct, according to the Carrier, then they are eligible for moving expenses and related benefits in accordance with Section 1(a) of NYD-217.

But, according to the Carrier, the question then becomes the following: what does a change of residence mean?

To answer this question the Carrier references arbitral precedent in this industry as follows.

Award 220 of a Special Agreement Board off the former CN&W concluded, in 1992, that change of residence can be determined by whether such change was "temporary" or "permanent", and by looking at the "...intention of the transferred employee...".[15] That Award concluded, in citing also earlier Award 210 of that same Board, that if there is sufficient evidence that the change in residence was temporary, then moving benefits should not be paid.

Award 18 of PLB 3399 off the SP also addresses the question of change of residence. It concludes, after citing the "...reputable authority..." of earlier Awards 219 of

[15]Carrier's Submission @ p. 8 citing Carrier's Exhibit H @ p. 5.

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PLB 1186, and 6 of PLB 3096, that "...temporary commuting arrangements.." do not qualify as a change of residence. According to Award 18 of PLB 3389, "...renting a motel room for a few weeks..." would not "...support a claim for a transfer allowance..." under the Agreement at bar in that case.[16]

Along these same lines, Award 17 of PLB 4561, which was issued in 1992 and which was also off the UP, concluded that several rental checks are insufficient proof of a..." change of residence...". In Award 16 of that same Board the referee concluded that proof of purchase of a residence (assuming it was a bona fide transaction) is sufficient to show a change of residence and is sufficient for the Claimant, in this latter case, to have been eligible for relocation benefits.[17]

Award 7 of PLB 3096 held, in denying relocation benefits in that case, that."...a person establishes a residence when she or he takes all the overt measures that express an intent to establish a permanent home..." and that renting an apartment and commuting to one's home in another location is not sufficient proof that a residence has been established in the new location.

Award 1 of PLB 4792, also off the ICG as was Award 7 of PLB 3096 cited in the immediate foregoing, concluded that if an employee physically moves to a new location, but "...with intent to maintain their principal place of residence at the original home...", such employee cannot be said to have changed their place of residence. This same Board

[16]Carrier's Submission @ p. 9 citing Carrier's Exhibit I @ p. 3.

[17]Carrier's Submission @ p. 9-10 citing Carrier's Exhibits J & K.

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also denied relocation benefits in Award 2 because the employee could not show that he ever intended to change his place of residence.[18]

In conclusion, after citing these Awards, the Carrier argues as follows.

> "NYD-217 requires an employee to change their place of residence in order to be eligible for the moving benefits found therein. Merely 'pretending' to change one's place of residence does not grant the relocation benefits provided by the Agreement. If it had been the intent of the parties to allow moving benefits for these employees who temporarily change their place of residence, there would have been no need to give homeowners a higher level of benefits than those benefits granted to renters. Homeowners certainly would not have incurred greater expenses in moving to a location for several months than renters...It is the Carrier's position that each of the seven (7) Claimants in this case failed to demonstrate that they changed their place of residence...(after they exercised seniority to Hearne, Texas from their prior work points)".[19]

Discussion & Rulings

A review of the record in this case shows that six of the Claimants, after exercising seniority to Hearne, were bumped quite quickly after arriving there and then went on dismissed status. Four of them were subsequently recalled to work at St. Louis, Missouri on October 5, 1998. One of the four who was recalled to St. Louis is disputing this but that is a separate issue which has no bearing of this particular employee's request for moving benefits to Hearne, Texas from Houston in this case. Two of the seven employees remained on dismissed status as of the hearing date of this case. The seventh employee moved to Hearne in August of 1998, was quickly bumped, and then opted for separation

[18]Carrier's Submission @ pp. 10-11 citing Carrier's Exhibits L, M & N.

[19]Carrier's Submission @ p. 11-12.

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pay under NYD-217. Two of the seven did receive lump sum moving benefits after exercising seniority to Hearne, Texas and then were instructed by the Carrier to use these benefits for a Texas to St. Louis move when they were recalled to the latter point after a very brief tenure at Hearne. The other five employees received no financial benefits, to date, for their exercise of seniority to Hearne.

There are a number of different ways in which the claims of these seven employees could be grouped, for analysis purposes, in this case. But after complete review of this issue the arbitrator concludes that grouping the cases one way or another would not be particularly advantageous nor helpful in framing rulings on the merits of the claims themselves. The facts associated with each of the claims are somewhat idiosyncratic although all of the claims do have a common feature. That common feature is that in all of the cases the employees' tenure at Hearne, Texas, after they exercised seniority to that point, was very brief.

The arbitrator will rule first of all on the claims of the three employees whose cases center uniquely on the Hearne move and who thereafter, after they were bumped, either took a separation allowance or remain on dismissed status. The arbitrator will then rule on the four additional claims by the employees who were called to St. Louis after being bumped at Hearne. Proceeding in this manner is but an analytical convention. Ruling on each claim will hinge on the merits of each case.

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(1) Rulings on the First Three Employees Who Took a Separation Allowance and/or Are on Dismissed Status.

(a) The Claim of Carolyn E. Hemphill

Claimant Hemphill was displaced on August 22, 1998 from her assignment at the Intermodal Ramp in Houston, Texas. She exercised seniority to Hearne, Texas and trained on a position there on August 22-25, 1998. She laid off sick on August 26, 1998. Claimant Hemphill was displaced at Hearne on August 26, 1998. She effectively worked at Hearne for the four days she was in training, and took off sick one additional day. She then elected to take separation pay of $75,000 in accordance with Attachment "A" of NYD-217.[20] This Claimant made application for Attachment "B" lump sum moving benefit of $25,000.

According to information of record the Claimant signed a six month agreement to rent a residence in Hearne. The rental contract ran from August 20, 1998 through February 19, 1999 with rent to be paid to a certain person living in Spring, Texas. The contract states that a full month's rent of $300.00 was "...due and payable no later than 9-5-98...". The Claimant also gave the Carrier a short, hand written document wherein she states that she used her personal truck to move her bedroom suite, portable TV, clock radio, microwave and personal effects to Hearne from her home after she exercised seniority to Hearne. Utilities were never put in the name of the Claimant albeit the lease

[20]Attachment "A" of NYD-217 is not cited here because is it not directly germane to the issues in this case. Claimant Hemphill received $75,000 because she had over 20, but less than 25, years of seniority.

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she allegedly signed states that the utilities were to be paid by the renter.

A review of the record in this case shows the following. The address of the alleged landlady who owned the leased property was, in fact, the address of a relative of the Claimant to this case. Further, since the rent was not due until September 5, 1998 there is no evidence that any money was ever exchanged or that an rent was ever paid by the Claimant. The arbitrator is confronted, in this case, with the anomaly of an employee claiming to have established an address at a point which is thirty miles or further from her home location: but there is no evidence that any rent had even been paid and/or was even due during the Claimant's brief tenure at Hearne. Further, the address where the rent was ultimately supposed to be paid was an incorrect address. The arbitrator also observes that the lease agreement was signed by the owner of the property. This was a certain "Estella Dubose". But no such person exists. The utilities at the property allegedly rented by the Claimant were in the name of a certain "Estella Duboise".[21] Is the arbitrator to believe that the owner of the property did not know how to spell her name when she filled out and signed the lease agreement? A more credible interpretation of the alleged rental agreement is that whoever filled it out did not know how to spell the name of the owner and forged her name. The Claimant states that she moved some furniture to Hearne from her home in Houston. She may have. But there is no clear indication where she ended up putting that furniture. Unless she had the extraordinary situation, which the arbitrator

[21]See and compare TCU Exhibit Z and Carrier's Exhibit Q @ p. 4.

finds less than credible, of a landlady allowing her to move furniture into a residence long before any rent was paid. The Organization argues, in this case, that it was not necessary for the Claimant to have established a permanent residence in Hearne in order to have been eligible for Attachment "B" benefits. On basis of the evidence of record it is far from clear that the Claimant established any residence during the four days in August of 1998 that she worked at Hearne, much less a permanent one. Precedent established by Award 220 of the Special Board off the CN&W, and Award 219 of PLB 1186, Award 6 of PLB 3096 and Award 18 of PLB 3399 applies here.

Ruling

Upon the basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits by Claimant Hemphill under Attachment "B" of NYD-217 to Hearne, Texas in August of 1998 should be denied.

(b) The Claim of Tony J. Krolczyk

Claimant Krolczyk was displaced on December 17, 1998 at Houston, Texas. He exercised seniority to Hearne, Texas, effective December 22, 1998. Claimant Krolczyk trained for five days while at Hearne, was paid for four holidays (Christmas eve and Christmas and New Year's eve and New Year's day) and took two additional personal leave days while there. He was displaced at Hearne on January 2, 1999. Thereafter he became a dismissed employee under NYD and remained in that status as of the hearing on his claim in this case. On December 22, 1998 employee Krolczyk requested homeowners lump sum of $25,000 in relocation benefits.

There is a document in the record of this case showing that the Claimant signed an

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apartment lease on December 27, 1998 for an apartment at 7 Patinka, Hearne, Texas. It was a month to month lease for $425.00 per month, with a three month minimum, with a security deposit of $425.00. There is in the record a letter under the letterhead of White & Associates, Real Estate/Insurance which states that the Claimant forfeited the security deposit because he had not given a thirty day written notice prior to surrendering the property. This letter is dated August 19, 1999. It is signed by a certain Bradley E. Ely whom the Claimant states "...works for White & Associates...". The check is made out to Bradley E. Ely.

There is an anomaly in the record with respect to the Claimant's Houston address.[22] It is not clear, from the record, whether his address there is 171 Dogwood Trail, New Caney, Texas or whether it is 10154 Scotsbrook, Houston, Texas. Employee Krolczyk claims it is the latter, but there is much evidence that it is really the former. This evidence includes a cashed check with the former address on it for the rental deposit in Hearne, as well as consolidated tax statement which appears to be from the tax assessors office.[23]

But irrespective of where the Claimant lived while in Houston prior to exercising seniority to Hearne, the evidence on Hearne shows that the Claimant only had to be physically present in Hearn for five days of training. Although he did sign a lease on

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[22]Proof of ownership when requesting a "homeowner's" benefit has never been established with certainty in this case. The deed provided is obscure, at best, and the tax bill has been altered.

[23]See Carrier's Exhibit T (complete) as well as TCU Exhibits FF through LL. On one statement the Claimant simply scratches off the address on the assessor's statement and replaces it with another.

December 27, 1998 there is no evidence that other measures were taken to establish residence in Hearne for what must have been the three additional days, after that point, that the Claimant trained at Hearne after signing the lease.[24] There is no evidence that utilities were ever hooked up nor paid. There is no evidence that phone service was established. Claim that a cell phone was used is not supported by any evidence of a phone bill for such having been paid. There is insufficient proof here that the Claimant ever established any residence in Hearne, Texas after he exercised seniority to that point and the Board will rule accordingly. Precedent established in Award 220 of the Special Board off the CN&W, Award 219 of PLB 1186, Award 6 of PLB 3096 and Award 18 of PLB 3399 apply here.

Ruling

Upon the basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits by Claimant Krolczyk under Attachment "B" of NYD-217 to Hearne, Texas in December of 1998 and January of 1999 should be denied.

(c) The Claim of E. K. Perrine

Claimant Perrine was displaced on her position at Beaumont, Texas on May 21, 1999. She exercised seniority to Hearne, Texas effective May 26, 1999. On June 2, 1999 Claimant Perrine was displaced at Hearne. She could no longer hold a position on her seniority district, therefore, she became a dismissed employee and was drawing a

[24] A review of the December, 1998 calendar shows that the only training days the Claimant could have worked while starting on December 22, 1998 were the 22nd and 23rd and then three days during the week of December 27, 1998. In either case the Claimant would not have been required to have been in Hearne, starting the week of December 27, 1998, more than three days.

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dismissal allowance when her claim was heard by the arbitrator. Claimant Perrine claimed renter's benefits of $15,000 for her move to Hearne, Texas from Beaumont and a transfer allowance of $5,000.

A review of the record shows that Claimant Perrine signed a rental agreement on May 22, 1999 in College Station, Texas. This latter town was some distance from Hearne because, this Claimant states, it was difficult to find housing in Hearne. She also submitted a $45.00 bill for a rental trailer, a receipt from the College Station utility company which was sent to her at a Houston, Texas address and a cell phone bill which was sent to the College Station address.

The Claimant was assigned to Hearne, after she exercised seniority there, for seven calendar days. Although the Claimant did sign a lease for an apartment in nearby College Station there is no evidence that she actually established residence in or near Hearne, Texas in accordance with the reasonable intent of Attachment "B" of NYD-217. The Claimant certainly appears to have been making preparations to change residence, but there is no evidence that she actually did so. The fact that one month of a cell phone bill was sent to the apartment address in College Station could have a number of explanations, none of which warrant conclusion that the Claimant had established a residence at there. The rule of reasonableness, applied to this case, warrants conclusion that the Claimant's work tenure at Hearne was of such brief duration that the Claimant did not have any reasonable opportunity to change residence to or near that location. Precedent established by Award 220 of the Special Board off the CN&W, Award 219 of

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PLB 1186, Award 6 of PLB 2096 and Award 18 of PLB 3399 applies here.

Ruling

Upon the basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits and the transfer allowance by Claimant Perrine under Attachment "B" of NYD-217 to Hearne, Texas in May and June of 1999 should be denied.

(2) Rulings on the Second Four Employees Who Were Recalled to St. Louis

(a) The Claim of Donald K. Colbert

Claimant Colbert was displaced on June 26, 1998 at Dayton, Texas. He then exercised seniority to Hearne, Texas and reported for duty there on July 15, 1998. Employee Colbert elected for lump sum moving benefits as a home owner after exercising seniority to Hearne and was paid $25,000 by the Carrier. He was displaced at Hearne on July 19, 1998 and then became a dismissed employee. He was paid a dismissal allowance under NYD until October 5, 1998 at which time he was recalled to work at St. Louis, Missouri.

At issue here is whether this Claimant should have been paid moving benefits from Dayton to Hearne. When Mr. Colbert moved to St. Louis in October of 1998 the Carrier advised him to use the payment of $25,000 for the move from Texas to St. Louis as his lump sum moving allowance. An additional claim for $15,000 filed by Mr. Colbert for alleged move from Hearne to St. Louis, Missouri was denied.

Did employee Colbert ever establish a residence in Hearne, Texas during his five day tenure there? When Mr. Colbert filed his election of benefits form he presented

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documentation to the Carrier which showed his owner's address at 3970 Chaison Street, Beaumont, Texas.[25] Owner's address is listed under the name of Donald K. Colbert Sr. and his wife, Linda Colbert. The apartment lease contract which the Claimant signed on 7-16-98 at Hearne, Texas after exercising seniority to that point states that he will be the only occupant of the apartment.

When the Claimant vacated the apartment in Hearne after having put a $100.00 deposit down on it the forwarding address is his home residence in Beaumont, Texas.[26]

On October 19, 1998 the Claimant wrote to his union representative that he wanted to file a "...claim for moving expenses for move from Hearne, Texas to St. Louis, Mo. (because he)...was renting in Bryan, Texas near Hearne, Texas from July 17, 1998 until October 31, 1998...".[27] Such statement is not consistent with either the Vacate Report from the apartment owner which was sent to the Claimant only two days after he was bumped at Hearne, after having spent only five days working at this location, or with other statements which the Claimant himself put in writing when corresponding either with his union representative or with the Carrier.[28] The Claimant did not rent an

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[25]All documentary information on this Claimant is found in Carrier's Exhibit O (all pages) & TCU Exhibit C through L.

[26]Reletting fee was $243.00 minus the $100.00 deposit or $143.00. See and compare information cited here on home in Beaumont, apartment in Hearne, and then the return to Beaumont: TCU Exhibit @ p.3 & Carrier's Exhibit O @ pp. 9-10 & 16-18 inter alia.

[27]Carrier's Exhibit F @ p.2.

[28]In the Claimant's October 19, 1998 letter to the Carrier and to the union he talks about the apartment lease in Bryan, Texas (Hearne) "...from July 17, 1998 which was to end October 31, 1998...". (TCU Exhibit F @ p.1). On that same date the Claimant also wrote to the Carrier (to a different officer) and

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apartment at Hearne until October 31, 1998. In view of documentation furnished in the record such statement is false.

Upon the full record before him the arbitrator is not able to reasonably conclude that the Claimant established a permanent address at Hearne after he exercised seniority there in July of 1998. As such this Claimant is not eligible for Attachment "B" benefits for the brief time he spent in Hearne. The union argues that the Claimant had "...every intention of establishing a residence at or near Hearne, Texas...". Such intention is not questioned here by the arbitrator. But the facts of record show that the Claimant never did actually establish a residence there. Precedent established by Award 220 of the Special Board off the CN&W, Award 219 of PLB 1186, Award 6 of PLB 3096 and Award 18 of PLB 3399 applies here.

Ruling

Upon basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits by Claimant Colbert under Attachment "B" of NYD-217, for a move from Beaumont to Hearne, Texas, should be denied and thus, the further application for moving benefits of $15,000 from Hearne, Texas to St. Louis, Missouri should also be denied. The payment of $25,000 to the Claimant for his move from Beaumont, Texas to St. Louis, Missouri, under Attachment "B" of NYD-217, is the applicable benefit accruing to the Claimant under NYD-217.

(b) The Claim of Neil A. Norfleet

Claimant Norfleet was displaced from his position in Strang, Texas on June 24,

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to the union wherein the lease cited became an apartment which "...I was renting in Bryan, Texas from July 17th until October 31, 1998...: (Carrier's Exhibit O @ p.28). In fact, the Claimant never rented this apartment until October 31, 1998. The lease at Bryan, Texas terminated on July 21, 1998 which was two days after the Claimant was bumped at Hearne. The Bryan apartment Vacate Report clearly states this. This Report was sent to the Claimant to his home address in Beaumont, Texas (Carrier's Exhibit O @ p. 16).

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1998 and he exercised seniority to Hearne, Texas effective June 27, 1998. Employee Norfleet trained at Hearne on the following dates after exercising seniority to that point: June 27-July 1, 1998; July 5-8, 1998 and July 11-12, 1998 for a total of eleven working days. He elected for lump sum moving benefits as a home owner after exercising seniority to Hearne and was paid $25,000 by the Carrier. Thereafter Claimant Norfleet was displaced at Hearne and he became a dismissed employee.[29] After that the Claimant was paid his dismissal allowance under NYD until October 5, 1998 when he was recalled to St. Louis, Missouri. When Claimant Norfleet made his move to St. Louis in October of 1998 the Carrier advised him to use the payment of $25,000 for the move from Strang to St. Louis. An additional claim for $15,000 was filed by Claimant Norfleet for the move from Hearne, Texas to St. Louis, Missouri which was denied by the Carrier.

At issue is whether employee Norfleet ever established a residence in Hearne, Texas during the eleven days he worked at this location.

In correspondence to his union representative on October 20, 1998 Claimant Norfleet states that after he was "...bumped on July 13, 1998 (he) remained in Bryan

[29]The record contains some inconsistency with respect to exactly when this Claimant was bumped at Hearne. He himself states that he was bumped on July 13, 1998 and TCU Submission to this case states that he was bumped on July 18, 1998. See and compare TCU Exhibit XX @ p.2 with TCU Submission @ p. 20. If the Claimant was bumped on the latter date there is no information on why he did not continue work on what would have been his regularly assigned work week after July 12, 1998 which is the last listed day he worked at Hearne, Texas. Further, his documented utility bills at his Hearne area apartment state that he paid utilities only until July 14, 1998. See TCU Exhibit XX @ pp. 7-8. In either case the record does state that the Claimant only worked a total of eleven days at Hearne and there appears to be no dispute over this.

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(Texas) until (his) lease (there) ran out...".[30] He states that he then moved back to his home at Crosby, Texas. As will be shown below, there is no evidence that the Claimant remained in Bryan, Texas until July 31, 1998. He stopped paying utilities there almost immediately after he was bumped. How could he be living in the apartment and not be paying the utilities?

The record shows that the Claimant signed a lease agreement for an apartment at Villa West Apartments, 3406 Finfeather Road, Apartment 1405, Bryan, Texas (near Hearne) which was to commence on June 27, 1998 at an "...initial term..." which was to extend until July 31, 1998. At that point this Claimant also signed up for payment of utilities at that location. There is no information of record that employee Norfleet had a telephone installed in the apartment. He states that he had a pager and that the Carrier had access to him during his tenure at Hearne.[31] Utility bills actually paid by the Claimant while at the Villa West Apartments show that he paid them for the dates of June 26, 1998 through July 14, 1998 inclusive and that the bills were sent not to his Villa West

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[30]Full record of documents on this case are found in TCU Exhibits WW through EEE and Carrier's Exhibit S.

[31]By the time this Claimant gets to St. Louis, Missouri after being recalled there in October of 1998 he apparently no longer had a pager. In correspondence to the Carrier from St. Louis about his claim for alleged move from the Hearne area to St. Louis the Claimant states: "I hate to differ with you. I have been living in St. Louis for 8 months and I don't have a beeper or a car phone because there is no need for have one at this time". See TCU Exhibit DDD. But the Claimant does not deny in this correspondence that he does not have a home phone in St. Louis, which was the issue in Hearne. He states, in effect, that a beeper was good enough in Hearne but he no longer has one in St. Louis. There is considerable information of record in this case to the effect that the Claimant moved into the DeBaliviere Place Apartments in St. Louis, Missouri on October 3, 1998. His St. Louis move is not at issue in this case. The issue under scrutiny is whether the Claimant ever established residence in (the) Hearne, Texas (area) after he exercised seniority there, effective June 27, 1998.

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Apartment address, but to his home address in Crosby, Texas. Reasonable conclusion here is that the Claimant returned to Crosby, Texas on either July 13 or 14, 1998 immediately after he was bumped at Hearne. The Claimant may have moved some furniture to the Villa West Apartments in Bryan, Texas and that is not in dispute here. The rental agreement for the Villa West Apartments states that the apartment rented was unfurnished. He explains in a letter to his union representative, which not in dispute here, that with the assistance of his brother he moved some furniture and household goods to the unfurnished apartment in Bryan with a cargo van he had and a Mercury villager.[32] Those type of vehicles would have permitted the Claimant to have moved necessities to his rental apartment in Bryan. Such is not at issue here. What is at issue is whether he stayed there long enough and took other measures which were sufficient to establish residence. The full record before the arbitrator in this case warrants conclusion, under the rule of reasonableness, that the Claimant to this case had not established residence at Bryan. He remained there only a little more than two weeks. He did not even take the basic measure of establishing phone service which, the record suggests, he did do later when he was recalled to St. Louis, Missouri. Nor is there any other receipt about any service which the Claimant signed up, or purchase he made, while at Bryan, Texas to substantiate his contention that he remained there until his "...lease was out...".[33] There is

[32]See TCU Exhibit XX @ p. 2.

[33]See Blockbuster Video receipt, Office Depot receipt and Aerofit Center Health and Fitness Trial Membership receipt (TCU Exhibit XX & pp. 6 & 10) all of which are dated no later than July 9, 1998.

not a scintilla of evidence in the record before the arbitrator to warrant conclusion that the Claimant did as he said with respect to the lease. The fact is that the evidence shows that the Claimant stayed in Bryan, Texas approximately 19-20 calendar days, assuming he stayed there the whole time.

On basis of the evidence of record the arbitrator is not able to conclude that the Claimant established a residence during the eleven days he worked at Hearne, Texas in late June and early July of 1998. Precedent established by Award 220 of the Special Board off the CN&W, Award 219 of PLB 1186, Award 6 of PLB 3096 and Award 18 of PLB 3399 applies here.

Ruling

Upon basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits by Claimant Norfleet under Attachment "B" of NYD-217, for a move from Strang, Texas to Hearne, Texas should be denied and thus, the further application for moving benefits of $15,000 from Hearne, Texas to St. Louis, Missouri should also be denied. The payment of $25,000 moving expenses to the Claimant for his move from Strange, Texas to St. Louis, under Attachment "B" of NYD-217, is the applicable benefit accruing to the Claimant under NYD-217.

(c) The Claim of A. W. Galentine

Claimant Galentine was displaced on August 30, 1998 from his position in Houston, Texas. He exercised seniority to Hearne, Texas on that same day. He elected lump sum relocation benefits of $15,000 under Attachment "B" of NYD-217. On September 12, 1998 he was bumped at Hearne and became a dismissed employee. He was paid a dismissal allowance under NYD until October 5, 1998 at which time he was

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recalled to work at St. Louis, Missouri.

At issue here is whether this Claimant should have been paid lump sum moving benefits for claimed establishment of a residence at Hearne.

The Claimant worked at Hearne, after exercising seniority to that point, for six days and took one personal leave day. He was in training at Hearne on the following dates: August 31 and September 1, 5-6 and 8-9, 1998. He took a personal leave day on September 2, 1998.

There is a residential lease agreement in the record which was signed by the Claimant which began on August 31, 1998 for a property at 124 Debbie Lane, Iola, Texas. Iola is located about 40 miles from Hearne. The owner of the property is listed as a certain Margarita Gonzales, 14537 Sellers, Houston, Texas. A search for this person by the Carrier during an audit failed to turn up a Margarita Gonzales at this address but it did discover a certain Robert Perez who lived at that address.[34] Information provided to the Carrier does state that a certain Margaret Perez leased the home at 124 Debbie Lane, Iola, Texas on behalf of her elderly mother, Margarita Gonzales, to the Claimant to help pay her mother's expenses. This information provided by Mrs. Perez states that she handles all of her mother's affairs. This person states that the utility bills were paid for the Claimant with the rent. This is contrary to the information contained on the lease agreement which states that the utilities would not be paid by the landlord. Research by

[34]Full record on this case is found in TCU Exhibits M through Y and Carrier's Exhibit P.

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the Carrier with Entengy at Iola, Texas which is the energy company there fails to show any utilities listed in the Claimant's name or that there were any utility deposits/payments for the 124 Debbie Lane property for the time the Claimant states he was there. The Claimant had no telephone installed at 124 Debbie Lane although there is a GTE cell phone bill dated September 16, 1998 which is part of the record in this case. This phone bill is listed in the names of the Claimant and Patricia Galentine. That bill is addressed to 6526 Hanley Lane, Houston, Texas. No moving receipts for the move of furniture to the Iola, Texas address are to be found in the record. The Claimant states that he moved his effects himself.

After a review of the full record in this case the arbitrator concludes that the Claimant had not established residence at Iola, Texas (Hearne) after he exercised seniority to that point on August 30, 1998. He was required to stay at Hearne a sum total of 14-5 calendar days and actually trained at Hearne for only six days. The arbitrator cannot conclude, on basis of evidence, that the Claimant established a residence at or near Hearne during this brief period. No home phone service was established, and the information on utilities suggest that no utility bills were paid. The phone bill for the Claimant's cell phone use for late August and early September was sent to his home address in Houston, Texas. Precedent established by Award 220 of the Special Board off the CN&W, Award 219 of PLB 1186, Award 6 of PLB 3096 and Award 18 of PLB 3399 applies here.

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Ruling

Upon the basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits and transfer allowance by Claimant Galentine under Attachment "B" of NYD-217 for his claimed establishment of a residence at Hearne, Texas in the months of August and September of 1998 should be denied.

(d) The Claim of Richard Lee Jr.

When Claimant Lee's position at Houston, Texas was abolished he exercised seniority to Hearne, Texas effective September 16, 1998. On September 27, 1998 Mr. Lee was displaced at Hearne and he went on dismissed status. He collected a dismissal allowance until he was recalled to work at St. Louis, Missouri on October 5, 1998. His protected status in St. Louis remains in dispute[35] but this has no bearing on the narrow issue before the arbitrator in the instant case which addresses whether Claimant Lee had a lump sum benefit and transfer allowance coming under Attachment "B" of NYD-217 for claimed establishment of a residence at Hearne, Texas in the month of September, 1998.

According to the record before the arbitrator in this case Claimant Lee trained on a position at Hearne, Texas on September 16, 21-23 and 26, 1998 and he claimed sick time for the two days of September 20 and 27, 1998. In all Claimant Lee's brief tenure in Hearne ran from September 16, 1998 through September 26, 1998, or ten calendar days.

Claimant Lee signed an apartment lease on September 16, 1998 for an apartment at Villa West Apartments, 3407 Leon Street, Bryan, Texas. The lease states that no other

[35]Case No. 3 before this Special Board of Arbitration will address the issue of Mr. Lee's status because of his recall to St. Louis, Missouri as of October 5, 1998.

person besides the Claimant was to live in the apartment. There is a notarized statement in the record to the effect that a certain Roberic Fobbs used his truck to assist the Claimant to move some furniture from Houston to the Villa West Apartments in Bryan, Texas on September 18, 1998.[36] No phone was ever hooked up in the apartment and the utilities were paid as part of the rent. A Vacate Report on the Villa West Apartments shows that the Claimant was liable for rent for the month of September (prorated), October and November, 1998 which is supported by a subsequent invoice[37] but there is no indication that the Claimant actually stayed at the Villa West Apartments beyond the time he was bumped at Hearne. The latter invoice is sent to his original Houston, Texas address which the Claimant had listed as his Houston address, when making first request for renter's allowance on September 16, 1998. This address is 6315 Gladwell Drive, Houston, Texas. There can be no doubt that this Claimant was back at the Houston address living there as soon as September 29, 1998. On that date, which was a Tuesday, a Carrier officer called the Claimant in the afternoon to advise him of his impending recall to St. Louis. At that time the Claimant advised the person talking on the phone to the Carrier officer that he was "...too busy to talk..."and the person at Mr. Lee's residence advised the Carrier officer accordingly.[38] The Claimant never relinquished his Houston apartment. The Claimant never established phone service at his Villa West apartment in

[36]Record on this case is found in TCU Exhibits MM through VV and in Carrier's Exhibit R.

[37]Carrier's Exhibit R @ pp. 21-22.

[38]Carrier's Exhibit R @ p. 12.

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Bryan, Texas but relied on a pager to receive messages.

A review of the full record shows insufficient evidence to warrant conclusion that the Claimant established a residence in Bryan, Texas in the month of September of 1998 while serving a very brief tenure at Hearne. He rented an apartment near Hearne, stayed there a short period of time while employed at Hearne for ten calendar days, without establishing phone service, and then returned to his apartment at 6315 Gladewell in Houston, Texas which was his address prior to ever exercising seniority to Hearne. Precedent established in Award 220 of the Special Board off the CN&W, Award 219 of PLB 1186, Award 6 of PLB 3096 and Award 18 of PLB 3399 applies here.

Ruling

Upon basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits and transfer allowance by Claimant Lee under Attachment "B" of NYD-217 for his claimed establishment of a residence near Hearne, Texas in September of 1998 and thereafter should be denied.

Findings

Argument by the Organization is that in all seven cases the Claimants did everything to try and establish a permanent residence in Hearne, Texas after they exercised seniority to that point. While the facts of each case laid out in the foregoing is the test of whether the Claimants behaved this way or not, those same facts also indisputably point to the conclusion that in no case did any of the Claimants ever, in fact, establish a residence with all that this implies, in Hearne. In no instance did any of the Claimants relinquish the residence they had, whether a rental unit or a home, prior to

exercising seniority to Hearne, and in all instances the Claimants immediately returned to that former residence after being bumped.[39] Attachment "B" of NYD-217 states plainly that in order to collect the benefits outlined in the Options of that Attachment an employee must "...change place of residence...". In no case did any of the Claimants to this case do that. What they did was exercise seniority to the place where they had to work, stay there a brief period prior to being bumped, and then they returned to their original residences. Such behavior cannot be construed as a reasonable interpretation of the intent of Attachment "B" when it speaks of changing place of residence.

The Organization disputes the Carrier's interpretation of the language of Attachment "B" when the Carrier argues that a change of residence means of permanent change of residence. The rule of reasonableness tells us that this interpretation by the Carrier is the proper one. A permanent change of residence usually is, but does not even necessarily have to be, associated with time. If any of the Claimants would have moved to a new apartment in Hearne, and have let their former apartment go on the market for rent, reasonable minds could conclude that such would have qualified as a change of residence. None of the Claimants to this case who were renters did that. Nor did any of the home owners put their homes up for sale nor take any preliminary steps of looking for a new one at Hearne or the Hearne area. Such, had it been done, could possibly have

[39]Such conclusion is also reasonably true for Claimant Krolczyk although for reasons which remain insrutible Claimant Krolczyk claims one address in Houston but there is considerable evidence that he really lived at another. In either case he goes back to Houston, at the address he claims was his, after being bumped at Hearne after only eleven days after he started work there (which eleven days included the Christmas and New Year's holidays).

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qualified as a change of residence. But none of the Claimants did this either. But, it could be argued, none of the Claimants had time to vacate their old apartments, or sell their homes in order to take measures to establish a permanent residence only in Hearne or the Hearne area. This is true. And in the view of the arbitrator this is precisely the point in this case. None of the Claimants had time to do other than go to the point where they exercised seniority, stay there a brief time, and then return to the homes where they lived prior to exercising seniority to Hearne. Reasonable minds cannot conclude that this kind of behavior qualifies as changing one's place of residence. The Organization argues that the Claimants had no control over the duration of their stay at Hearne. No one disputes that. The brevity of the duration simply did not allow any of them to change places of residence.

Article III, Section 5 states that Attachment "B" benefits will be given to employees required to change their place of residence. Had these seven employees been permitted to have done so, absent the time constraints, they no doubt would have changed their places of residence. But the evidence of record indisputably shows that none of them actually did do this. After their short tenures at Hearne, all of the Claimants to this case went back to live where they lived prior to exercising seniority to Hearne.

The Organization argues that there is an equity issue at stake in this case since some other employees were given Attachment "B" benefits when they exercised seniority to Hearne, Texas from other points but only if they took separation pay as their second option. In response to this the arbitrator notes, first of all, that the record contains no

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specific information on these other employees. Secondly, Claimant Hemphill, one of the Claimants to this case, took separation pay and she was not accorded Attachment "B" benefits. Obviously, in view of the situation of Claimant Hemphill the equity argument starts to break down.

Lastly, as stated in each of the Rulings, conclusions arrived at in this case are consistent with arbitral precedent dealing with the change of address issue in this industry. Although all of the precedent cited in each of the Rulings has some bearing on our own conclusions, some more and some less, particularly persuasive in this respect are the conclusions of Award 17 of PLB 4561. Therein it was concluded that several rental checks are insufficient proof of a change of residence. Likewise Award 219 of PLB 1186 and Award 6 of PLB 3096 speak of temporary commuting arrangements which do not qualify as changes of residence. In all seven cases, the arrangements set up by the Claimants qualified as commuter arrangements precisely because in no instance did any of the Claimants abandon their places of residence which they had prior to exercising seniority. In all instances all of the Claimants returned to their places of residence, which they had but temporarily left, prior to exercising seniority to Hearne.

Award

The Award for the claims filed by Claimants Colbert, Galentine, Hemphill, Krolczyk, Lee, Norfleet and Perrine is in accordance with Rulings stated in the foregoing.

Edward L. Suntrup, Arbitrator

Dated: February 24, 2000

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ORGANIZATION EXHIBIT

Q

June 17, 2000

Ms. Andrea Gansen
Assistant Director Labor Relations
Union Pacific Railroad
1416 Dodge Street
Omaha, NE 68179

Certified No. 7009 3220 0008 9757 2181

RE. Your second letter dated June 2, 2000 replying to my letter postmarked June 12, 2000 concerning repayment of relocation allowance.

Andrea,

I fail to see how you could reply to my letter before it was even postmarked. I also wonder why you would carbon copy it to C. R. Rightnowar as he is not my General Chairman as of this date. Does this have anything to do with the upcoming election for General Chairman of the newly formed BLE Committee? Is Mr. Rightnowar putting pressure on you to harass me? I think that your singling me out of many would lend credence to that assumption. I would caution you that the Railway Labor Act forbids you from taking action of this nature against a Union Representative solely for the purpose of harassment. A phone number has nothing whatsoever to do with my relocating.

For your information, the phone number to which you refer is a cell phone number. It is the same cell phone number I have had for over a year. As I stated in my previous letter it was my intent to fully relocate to Kansas City in the future. I am still a union representative and I have numerous people that depend on me to represent them. These people all have my cell phone number and can reach me at anytime and anywhere in the continental United States. I have used this number for a backup number in Kansas City since I have had it. It is just like carrying a pager, but much more convenient. As I am trying to keep down costs at Kansas City at this time and since this phone has served me well in the past and since I still need it to communicate as a union representative I am using it as my primary phone while at Kansas City. If this falls outside the confines of New York Dock or in lieu of allowances in the Kansas City Hub Agreement, I fail to find where either say so.

Furthermore, your assumption that I would commute between Kansas City or Independence and Jefferson City between trips is ludicrous. Do you have any idea of the driving time or distance?

You have not given me a proper chance to demonstrate where I intend to live. You have set principles and guidelines for me that differ from those set for other individuals, not only in the Kansas City Hub but in the other Hubs I have been involved in, via negotiations. In short, you have raised the bar for me due to my being a union representative.

I again request that you return my job to the proper location and rescind your request for repayment of relocation allowance. I will continue to file time claims for the reverse HAHT at Jefferson City. Your continuance of this matter will be considered as a violation of the Railway Labor Act and I will take whatever action that may be required to protect my rights.

Sincerely,

Michael Coats

Michael Coats

c: W Scott Hinckley

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ORGANIZATION EXHIBIT

R

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179

June 26, 2000

110.61-20.326

Mr. M. O. Coats
3017 County Road 490
New Bloomfield, MO 65063

Dear Sir:

I am in receipt of your letter, postmarked June 19, 2000, regarding my letter to you requesting repayment of the relocation allowance you received under the provisions of the Kansas City Hub Implementation Agreement in the net amount of $20,700. I apologize for any confusion that the typographical error on my June 14 letter (which was incorrectly dated June 2) may have caused you.

In addressing your concerns that General Chairman Rightnowar has received carbon copies of this correspondence to you, it has been my practice to copy General Chairmen when recollection letters are sent out. Accordingly, Mr. Rightnowar has received copies of letters concerning other engineers governed by the MP(UL) Agreement, just as Mr. Bill Slone receives copies of letters for employees under his Collective Bargaining Agreement. It is apparent by your letter that you are reading far too much into this practice. This recollection action has no relation to the upcoming election nor has Mr. Rightnowar put any pressure on this office to harass you. Furthermore, I can assure you that you are not being singled out in this instance. The Carrier is pursuing and has recollected improper payments from many employees, both in train and engine service. Contrary to your assertions, you are being held to no different standard than other employees who received relocation payments under the various hub agreements. Your position within the BLE Organization has no bearing in this matter.

The phone number to which I refer in my June 14 letter (which is listed as your home number in the Carrier's records) is (573) 295-4811. I do not believe that this is a cell phone number as this is the phone number on the letterhead of your April 5, 2000 letter to me which shows your address as 3017 County Road 490, New Bloomfield, Missouri. I would also like to note that you sent your June 12 letter in an envelope that was postmarked in Jefferson City, Missouri. The return address of your June 17 letter reads: "Mike & Cheri Coats, 3017 County Rd. 490, New Bloomfield, MO 65063." I cannot ignore this evidence that your principal residence is in New Bloomfield and that you have failed to relocate your principal residence to Kansas City. While you state that the Carrier has not given

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you a proper chance to demonstrate where you intend to live, I cannot find any language to support that your "intention" meets the burden of proving relocation. The relocation agreement does not provide payment to persons "intending" to relocate, but only to those who actually relocate their residence.

As delineated above, I must find that you violated the terms of your relocation agreement and the hub agreement. As a result, your job will remain headquartered at Jefferson City. Furthermore, you should note that this situation has its genesis in the New York Dock Conditions and the hub agreement. Therefore, should you wish to pursue this matter, the proper forum for resolution of this issue is New York Dock arbitration.

Sincerely,

Andrea Gansen
Director Labor Relations

Copy to: W. Scott Hinckley
C. R. Rightnowar

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ORGANIZATION EXHIBIT

S

Michael O. Coats
3017 County Road 490
New Bloomfield, Missouri 65063
or
16008 E 28th Terr. Apt. 2207
Independence, Missouri 64055

July 19, 2000

Ms. Andrea Gansen
Director Labor Relations
Union Pacific Railroad
1416 Dodge Street
Omaha, NE. 68179

Dear Andrea,

Again I must inquire as to which Carrier records you are referring when you state that my home telephone number of record is 573-295-4811. Enclosed for your ready reference is a copy of the =MC address information previously sent to your office, along with the request for relocation benefits denoted in Article VII of the Kansas City Hub Agreement. This is the same address and phone number that is currently on record with the Carrier. For further proof of Carrier record I submit a copy of the most recent 401K plan participation statement sent from Vanguard to the address listed under =MC and a copy of last pay period of April and first pay period of June sent to the address listed in =MC. Please note that phone number listed as primary phone number is 573-230-1138. Also see the note listed by CMS on attached ZB printout that denotes the 573-230-1138 works at both KC and JC. 573-295-4811 is not on this record and is only a secondary number while in Jefferson City for CMS convenience. You might check CMS records and see how many times I have been called at 573-295-4811 since my move to Kansas City. It would appear that your office is the only office connected to my employment at UP that does not recognize my new address in KC. In a certain way I am somewhat thankful for this as I will try to explain later in this letter.

Again I state there is nothing in either the Kansas City Hub Agreement or New York Dock that precludes me from continuing to have an address at Jefferson City in tandem with an address at Kansas City. I do not believe the Carrier has the right to dictate where I might have a second home or office. There are numerous people from all over the United States that have lake homes at the Lake of the Ozarks. Under your scenario would I be precluded from having a home at the Lake of the Ozarks the same as these other people? I think not.

S-1

As stated in previous correspondence to your office, I still represent Engineers on this property and maintain numerous files regarding this representation as well as an office and office equipment at 3017 County Road 490 New Bloomfield, MO. 65063. I receive correspondence, not only from your office but also the BLE and various BLE Representatives around the country at this address. Being able to maintain this office until such time as I can complete my move to the Kansas City area makes my job as BLE Representative much easier. That is why I am grateful that your office continues to send correspondence regarding these Union matters to said address. Until such time as I can complete my move to Kansas City (which you are making unduly difficult) I will continue to send and receive said BLE and Labor Relations correspondence from said address.

Article VII Protective Benefits and Obligations Part A of the Kansas City Hub Agreement clearly provides that **all** engineers listed on the prior rights Kansas City Hub merged rosters shall be considered adversely affected by this transaction and are subject to all New York Dock protective conditions imposed by the STB.

Section B of the same Article VII allows for the " in lieu of " New York Dock provisions while B4 gives the Engineers only two (2) years from date of implementation to file for the " in lieu of " relocation allowances.

Side Letter No. 16 of the St. Louis Hub Agreement, as noted in Side Letter No. 7 of the Kansas City Hub Agreement gives the list of engineers the contractual right to relocate to Kansas City which would make Kansas City the home terminal for any or all engineers who elected to make the move. The agreement clearly states the Carrier's intent to have the home terminal for all crews in the JC-KC pool be Kansas City, and the agreement allows New York Dock conditions for said engineer or engineers identified on attachment D of the Kansas City Hub Agreement who elect to move their home terminal designation from Jefferson City to Kansas City.

I will state once again that I not only believe but can prove that you are indeed holding me to a different standard than others, not only in the Kansas City Hub, but other Hubs around the system.

For the above stated reasons and by the Agreements as quoted, your remarks regarding my telephone number and principal residence is not an issue and has no relevance in this matter. Your decision to move my home terminal from Kansas City to Jefferson City is a violation of the Agreements for which I will be filing claims.

S-2

Furthermore I do not agree that this is a New York Dock issue for resolution by New York Dock arbitration. This is an agreement issue to be resolved under the Railway Labor Act comparable to the recent First Division arbitration case concerning claims for time train came to rest in the North Little Rock/Pine Bluff Hub Agreement. Obviously the Carrier was in agreement for resolution under the RLA in that case since they were party to the First Division handling.

If you are not in agreement, please advise date and time for conference to further discuss this matter. I am not opposed to a telephone conference.

Sincerely,

Michael O. Coats

Michael O. Coats

S-3

ORGANIZATION EXHIBIT

T

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

August 3, 2000

110.61-20.326

Mr. M. O. Coats
3017 County Road 490
New Bloomfield, MO 65063

Dear Sir:

I am in receipt of your letter, postmarked July 22, 2000, regarding the Carrier's repeated requests for repayment of the relocation allowance you received under the provisions of the Kansas City Hub Implementation Agreement in the net amount of $20,700.

The Carrier's PINS records still show your home telephone number as 573-295-4811. I am sure CMS has not called that number frequently as they usually contact you on your cell phone (573-230-1138. which is also a Jefferson City prefix). While you state your opinion that there is nothing in the hub agreement nor New York Dock Conditions that prevent you from having two addresses, arbitration awards on the subject differ from your opinion. The example of having a vacation home is not analogous to the facts in your situation. If you consider your apartment in Kansas City to be a second address, it is clearly not your primary residence. Furthermore, I cannot understand how the Carrier is hindering your move to Kansas City, as you have been paid a net amount of $20,700 to do so. The Carrier does still send its correspondence on this matter to you at this address as you have indicated (by your return address and letterhead) that New Bloomfield is your principle place of residence.

While you state that Side Letter 16 of the St. Louis Hub and Side Letter 7 of the Kansas City hub give you the right to relocate to Kansas City, I am not arguing that you cannot relocate to Kansas City. However, you have failed to relocate your primary residence to Kansas City. Instead, you sold property you owned in Jefferson City and remained at your wife's residence in Jefferson City while renting an apartment in Kansas City. This is not relocation warranting payment of allowance under New York Dock Conditions nor the Hub Agreement. I will also note that the Carrier does not agree with your interpretation of Side Letter 7 concerning engineer prior rights to turns in the Jefferson City – Kansas City pool when they voluntarily relocate to Kansas City.

Despite your accusations of being held to a different standard than others who have allegedly relocated under hub agreements, my review of relocation

T-1

files does not indicate any special attention to your case. As a matter of information, you are not the only individual in the Kansas City – Jefferson City pool from who relocation allowance is being recollected. Furthermore, similar efforts are being made system-wide due to the incredible abuse of the relocation allowance provisions.

This matter is clearly governed by the dispute resolution mechanisms of the New York Dock Conditions. The entirety of your relocation and allowance has its genesis in the Hub Agreement created due to the Surface Transportation Board's decision in Finance Docket 32760, which applied New York Dock Conditions to the Union Pacific/Southern Pacific merger. I do not know what case you refer to at the First Division with reference to the North Little Rock/Pine Bluff Hub. If it deals with the time a train comes to rest, it sounds like a dispute over collective bargaining agreement language, clearly governed by the RLA dispute resolution process. Should you need further clarification, please review NRAB Second Division Award 13265. Additionally, I do not know of any New York Dock relocation dispute that has been adjudicated by the First Division. The Carrier reaffirms its positions that this matter must be progressed in accordance with the provisions of the New York Dock Conditions. I am agreeable to conference this claim with you, please contact me by phone (402/271-6607) to set up a mutually agreeable time and date.

Absent your agreement to set up a payment schedule for recollection, the Carrier will commence off-setting your TPA. Therefore, the amount of $1,754.60 has been credited against your balance of $20,700.00.

Finally, as a point of information, you should be aware that your General Chairman has asserted that it is not proper to treat engineers who have improperly received relocation allowances any differently than engineers who are charged with falsifying pay records.

Sincerely,

Andrea Gansen
Director Labor Relations

Copy to: W. Scott Hinckley
C. R. Rightnowar
Marilyn Ahart

T-2

ORGANIZATION EXHIBIT

U

Brotherhood of Locomotive Engineers
General Committee of Adjustment
Union Pacific Railroad Eastern Region

C.R. Rightnowar
GENERAL CHAIRMAN

D.W. Thurston
VICE-CHAIRMAN

C.R. Brand
SECRETARY-TREASURER

320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

August 10, 2000

CERTIFIED MAIL 204 525 668
RETURN RECEIPT REQUESTED

Ms. Andrea Gansen
Director-Labor Relations
Union Pacific Railroad Company
1416 Dodge Street, Room # 332
Omaha, Nebraska 68179-0323

Dear Ms. Gansen:

This is to acknowledge your letter to M.O. Coats, dated August 03, 2000 **(Provided for your ready reference as Attachment "1")**, copy to me. Please forward the letter from M.O. Coats to you, postmarked July 22, 2000, referenced in the first paragraph of your letter, as I did not receive a copy of same.

Please stand advised that the recognition clause contained in Article 40 c., MPUL Schedule Rules, recognizes that the General Chairman, who is the representative of the General Committee between sessions, is the only authorized representative to interpret the collective bargaining agreement. Further, as held by John B. LaRocco in Award No. 36, PLB 4264 (1994), settlements with Local Chairmen are always considered non-precedential and non-binding.

Further, while we agree with your interpretation of Side Letter No. 7 to the Kansas City Hub Implementing Agreement, i.e., that engineers accepting voluntary relocation allowances loose prior rights to turns in the Jefferson City-Kansas City Pool, as well as any other work originating in the Jefferson City area, we cannot agree that engineers accepting relocation allowances must purchase a home in the Kansas City area. There is no provision in the collective bargaining agreement that requires that homes be purchased, and renting an apartment is sufficient to show relocation. In addition, there is no prohibition against employees owning or renting two (2) homes, one at either end of the railroad, or any other location.

U-1

We have many examples of engineers renting or owning private residences at the away from home terminal, *and the Carrier paying these engineers a portion of the cost of the Carrier provided lodging as a normal allowance on every round trip.* As such, there is no prohibition of maintaining private residences at the away from home terminal, nor is there is a prohibition against receiving mail at this private residence, or maintaining a telephone number at this private lodging. Since Jefferson City is now M.O. Coats' away from home terminal, he has every right to maintain a private residence at that location, receive mail and maintain a telephone number. This is a long-standing, common practice, and exists all over our entire system at away from home locations.

Since M.O. Coats has accepted the relocation allowance, his primary residence is at his home terminal, Kansas City, whether or not he rents or purchases a residence at that location.

The Carrier has no right to reimbursement of the relocation allowance, nor does the Carrier have the right to stop payment on reverse held away from home terminal arbitrary payments.

Please accept this as my claim on behalf of M.O. Coats for any monies improperly recouped from his relocation allowance, and for any monies improperly withheld from reverse held away from home terminal arbitrary payments due. Further, if any similar action is being conducted against any other engineer in Zone 3 of the Kansas City Hub, please accept this as my claim on their behalf for any monies improperly recouped from their relocation allowance, and any monies improperly withheld from reverse held away from home terminal arbitrary payments due.

Please advise as to the names of other engineers being treated in this manner.

This to confirm my verbal notice to you that the Carrier has waived its right to discipline any of these employees under the time limit for charging employees in the System Agreement – Discipline Rule, dated March 21, 1996. Marvin H. Hill, Jr., Referee in on-property Award No. 24851, N.R.A.B. (lst Div.), found, under similar circumstances, that the Carrier had breached this time limit rule, setting aside the discipline.

U-2

I am agreeable to discussing this dispute in our scheduled meeting in Kansas City on August 21-22, 2000.

Please advise.

Yours truly,

Charles Rightnowar

Charles R. Rightnowar
General Chairman
Union Pacific – Central Region

cc: Ed Dubroski, ID Pres, BLE
Don Hahs, VP, BLE
Tom Pontollilo, ID, BLE
M.O. Coats, LC, BLE
H.D. Downing, LC, BLE
Harold Ross, Gen Counsel, BLE

U-3

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

August 3, 2000

110.61-20.326

Mr. M. O. Coats
3017 County Road 490
New Bloomfield, MO 65063

Dear Sir:

I am in receipt of your letter, postmarked July 22, 2000, regarding the Carrier's repeated requests for repayment of the relocation allowance you received under the provisions of the Kansas City Hub Implementation Agreement in the net amount of $20,700.

The Carrier's PINS records still show your home telephone number as 573-295-4811. I am sure CMS has not called that number frequently as they usually contact you on your cell phone (573-230-1138, which is also a Jefferson City prefix). While you state your opinion that there is nothing in the hub agreement nor New York Dock Conditions that prevent you from having two addresses, arbitration awards on the subject differ from your opinion. The example of having a vacation home is not analogous to the facts in your situation. If you consider your apartment in Kansas City to be a second address, it is clearly not your primary residence. Furthermore, I cannot understand how the Carrier is hindering your move to Kansas City, as you have been paid a net amount of $20,700 to do so. The Carrier does still send its correspondence on this matter to you at this address as you have indicated (by your return address and letterhead) that New Bloomfield is your principle place of residence.

While you state that Side Letter 16 of the St. Louis Hub and Side Letter 7 of the Kansas City hub give you the right to relocate to Kansas City, I am not arguing that you cannot relocate to Kansas City. However, you have failed to relocate your primary residence to Kansas City. Instead, you sold property you owned in Jefferson City and remained at your wife's residence in Jefferson City while renting an apartment in Kansas City. This is not relocation warranting payment of allowance under New York Dock Conditions nor the Hub Agreement. I will also note that the Carrier does not agree with your interpretation of Side Letter 7 concerning engineer prior rights to turns in the Jefferson City – Kansas City pool when they voluntarily relocate to Kansas City.

Despite your accusations of being held to a different standard than others who have allegedly relocated under hub agreements, my review of relocation

U-4

files does not indicate any special attention to your case. As a matter of information, you are not the only individual in the Kansas City – Jefferson City pool from who relocation allowance is being recollected. Furthermore, similar efforts are being made system-wide due to the incredible abuse of the relocation allowance provisions.

This matter is clearly governed by the dispute resolution mechanisms of the New York Dock Conditions. The entirety of your relocation and allowance has its genesis in the Hub Agreement created due to the Surface Transportation Board's decision in Finance Docket 32760, which applied New York Dock Conditions to the Union Pacific/Southern Pacific merger. I do not know what case you refer to at the First Division with reference to the North Little Rock/Pine Bluff Hub. If it deals with the time a train comes to rest, it sounds like a dispute over collective bargaining agreement language, clearly governed by the RLA dispute resolution process. Should you need further clarification, please review NRAB Second Division Award 13265. Additionally, I do not know of any New York Dock relocation dispute that has been adjudicated by the First Division. The Carrier reaffirms its positions that this matter must be progressed in accordance with the provisions of the New York Dock Conditions. I am agreeable to conference this claim with you, please contact me by phone (402/271-6607) to set up a mutually agreeable time and date.

Absent your agreement to set up a payment schedule for recollection, the Carrier will commence off-setting your TPA. Therefore, the amount of $1,754.60 has been credited against your balance of $20,700.00.

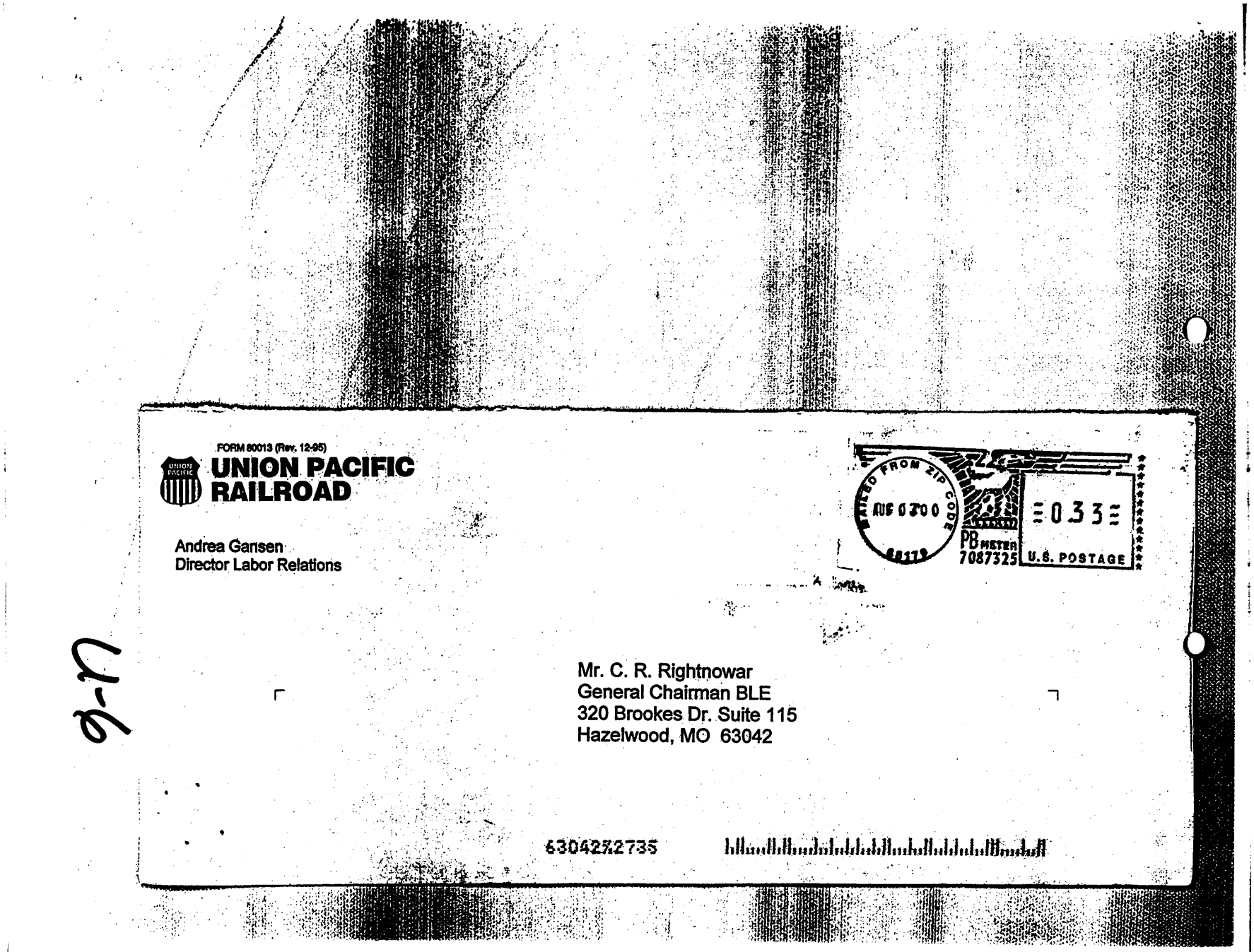
Finally, as a point of information, you should be aware that your General Chairman has asserted that it is not proper to treat engineers who have improperly received relocation allowances any differently than engineers who are charged with falsifying pay records.

Sincerely,

Andrea Gansen
Director Labor Relations

Copy to: W. Scott Hinckley
C. R. Rightnowar
Marilyn Ahart

U-5



FORM 80013 (Rev. 12-95)

UNION PACIFIC RAILROAD

Andrea Garsen
Director Labor Relations

FEE FROM ZIP CODE
AUG 0 2000
68179

PB METER 7087325

=033=

U.S. POSTAGE

Mr. C. R. Rightnowar
General Chairman BLE
320 Brookes Dr. Suite 115
Hazelwood, MO 63042

63042X2735

U-6

Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD
FIRST DIVISION

Award No. 24851
Docket No. 44495
97-1-96-1-U-1863

The First Division consisted of the regular members and in addition Referee Marvin F. Hill, Jr. when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Locomotive Engineers
(Union Pacific Railroad Company (former Missouri
(Pacific Railroad, Upper Lines)

STATEMENT OF CLAIM:

"Claim of Engineer J. B. Burris, unassigned disabled engineer, receiving a disability annuity from the Railroad Retirement Board, for clearing of notation of a Level 2 assessed by the Carrier for insubordination to attend a back-to-work physical from his personal record, with contractual punitive damages of a basic day until such discipline is cleared, including days spent during the investigation, with a minimum of $10,000, and with tort punitive damages for retaliatory harassment in amount of $7.5 million dollars. The Organization claims on its own behalf the cost of processing the claim."

FINDINGS:

The First Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

Claimant, a disabled engineer who was receiving a disability annuity from the Railroad Retirement Board, was notified by the Carrier by letter dated June 17, 1994,

U-7

that he was to return to work. The Claimant did not return to work. Instead he responded by letter to the Carrier dated July 6, 1994, that he would not return to work on the advice of his treating physician.

An Investigation Notice dated July 19, 1994, citing alleged insubordination for failing to follow the Carrier's instructions to return to work, was sent to the Claimant. This Investigation was canceled August 19, 1994.

On September 16, 1994, another letter was sent to the Claimant instructing him to return to service. As before, the Claimant responded in writing, on September 26, 1994, advising that his condition was unchanged from his last correspondence. No Investigation was convened in connection with this exchange of correspondence.

On October 11, 1994, the Carrier sent a third letter instructing the Claimant to return to service. Claimant did not respond in writing to this third letter. On November 1, 1994, Claimant was sent a Notice of Investigation for his alleged failure to comply with the Carrier's instructions to return to work.

Formal Investigation was conducted on November 14, 1994. Following Investigation, the Claimant was assessed the discipline, which the Organization appealed, that is now the subject of this proceeding.

Claimant's discipline for insubordination was appealed to this Board on both procedural and substantive grounds. A time limit objection was made by the Organization at the opening of the formal Investigation. Article 44 of the Agreement requires that all charges be levied against an engineer within ten days of the Carrier having knowledge of the alleged rule infraction, or within ten days that the Carrier should have had notice of such alleged violation. On July 6, 1994, Claimant advised management in writing that he was physically unable to return to work. A charge was not forthcoming until November 1, 1994, well after the ten-day limitation period. It is clear that the Carrier knew of the Claimant's physical condition and his disability from that condition well before November 1, 1994.

Two on-property Awards have strictly construed the time provisions of Article 44, Award No. 24180 of this Board and Award No. 2 of Public Law Board No. 5430. These Awards are supported by other authority.

U-8

A review of the reasonableness of the Carrier's instructions and the employee's failure to obey such instructions (or the inability of the employee to obey such instructions) warrants a decision in favor of the Claimant. Carrier knew of Claimant's disabling condition long before the notice of charges was issued. Further, Claimant's treating physician and a physician for the Railroad Retirement Board who approved Claimant for a disability annuity found Claimant too disabled to return to service. While the Carrier identified health service employees who advised that Claimant could return to work, those witnesses were never produced. Accordingly, the claim for clearing the notation of Level 2 discipline is sustained.

Under this evidence record, however, the Board finds little persuasive authority for a punitive award. Absent malicious, oppressive conduct, extreme bad faith, or fraudulent conduct on the part of a Carrier, the better weight of arbitral authority is to deny punitive damages. The decision by the Court in Cletus Brown v. Missouri Pacific Railroad Co., 720 S.W.2d 357 (Missouri, 1986) does not support Claimant's plea for a $7.5 million award. The Organization's request for costs associated with processing the claim is similarly denied.

AWARD

Claim sustained in accordance with the Findings.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of First Division

Dated at Chicago, Illinois, this 2nd day of October 1997.

U-9

CARRIER MEMBERS' CONCURRING OPINION
TO FIRST DIVISION AWARD 24851
(Docket MW-44495)
(Referee Hill)

While the Majority's decision denying the request for punitive damages is correct, its basis for so holding could have been stated with additional clarity. Certainly, prior Awards of this Board dealing with the subject of punitive damages make it unmistakably clear that the Board lacks jurisdiction to grant such relief. The most recent occasion for the Board to reaffirm its lack of jurisdiction is First Division Award 24847.

M. W. Fingerhut
Carrier Member

U-10

Attachment (a)

SYSTEM AGREEMENT - DISCIPLINE RULE

1. All existing agreements pertaining to the handling of discipline are eliminated and replaced by this agreement.

GENERAL

2. Locomotive engineers will not be disciplined without first being given a fair and impartial investigation except as provided below. They may, however, be held out of service pending investigation, but it is not intended that an engineer be held out of service for minor offenses.

NOTICE

3. Within 10 days of the time the appropriate company officer knew or should have known of an alleged offense, the engineer will be given written notice of the specific charges against him or her. The notice will state the time and place of the investigation and will be furnished sufficiently in advance to allow the engineer the opportunity to arrange for representation by a BLE representative(s) (the BLE Local Chairman or other elected BLE Officers) and witnesses. The notice will propose discipline to be assessed if investigation is waived and designate a carrier officer who may be contacted for the purpose of arranging for an informal conference on the matter. A copy of the notice will be furnished to the BLE Local Chairman.

WAIVER

4. Prior to the investigation, the engineer (and the BLE representative if desired by the engineer) may contact the designated carrier officer and arrange for an informal conference to discuss the alleged offense and proposed discipline. Such informal conference may be either in person or by telephone.

   (a) If such informal conference results in the proposed discipline being dropped, no further action will be taken.

   (b) If such informal conference results in proposed discipline being accepted by the engineer and the investigation being waived, the engineer's record will be updated accordingly.

(c) If such informal conference does not result in either (a) or (b) above or no informal conference takes place, the discipline imposed as a result of a hearing may not exceed that proposed in the notice of charges.

INVESTIGATION

5. Unless postponed for good cause, the investigation will be held no later than 10 days after the date of the notice.

6. When practicable, the investigation will be held at the engineer's home terminal. When that is not practicable, the investigation will be held at a location which will minimize the travel, inconvenience and loss of time for all employees involved. When an engineer is required to travel to an investigation at other than his or her home terminal, the engineer will be reimbursed for actual, reasonable and necessary expenses incurred.

7. Where request is made sufficiently in advance and it is practicable, the engineer and/or the BLE representative will be allowed to examine material or exhibits to be presented in evidence prior to the investigation. At the investigation, the engineer and/or the BLE representative will be afforded the opportunity to examine or cross examine all witnesses. Such examination will extend to all matters under investigation.

8. The investigation will be recorded and transcribed. Copies of transcript will be furnished to the engineer and the BLE Local Chairman no later than the date discipline is issued. If the accuracy of the transcript is questioned and the investigation was electronically recorded, the tapes shall be examined and, if necessary, the transcript will be corrected.

DECISION

9. A written decision will be issued no later than 10 days after completion of the hearing. The notice will be sent by US Mail to the last known address of the engineer and to the BLE Local Chairman.

10. If the Superintendent fails to issue a decision within such 10 day time limit or if the engineer is found not at fault, the engineer will be paid for any time lost and the engineer's record will be cleared of the discipline at issue.

APPEALS

11. If the engineer is not satisfied with the decision, the BLE General Chairman may appeal to the designated Labor Relations officer within 60 days from the date of the Superintendent's decision.

12. The Labor Relations officer will respond to the appeal within 60 days from the date of the BLE General Chairman's appeal. If the Labor Relations officer fails to respond within 60 days, the engineer will be paid for any time lost and the engineer's record will be cleared of the discipline at issue.

13. If the engineer is dissatisfied with the decision of Labor Relations, proceedings for final disposition of the case under the Railway Labor Act must be instituted by the engineer or his or her duly authorized representative within one year of the date of that decision or the case will be considered closed and the discipline will stand as issued, unless the time limit is extended by mutual agreement.

MISCELLANEOUS

14. If a dispute arises concerning the timeliness of a notice or decision, the postmark on the envelope containing such document shall be deemed to be the date of such notice or decision.

15. Engineers attending an investigation as witnesses at the direction of the carrier will be compensated for all time lost and, in addition, will be reimbursed for actual, reasonable and necessary expenses incurred. When no time is lost, witnesses will be paid for actual time attending the investigation with a minimum of two hours, to be paid at the rate of the last service performed.

16. The engineer being investigated or the BLE representative may request the Carrier to direct a witness to attend an investigation, provided sufficient advance notice is given as well as a description of the testimony the witness would be expected to provide. If the Carrier declines to call the witness and the witness attends at the request of the engineer or BLE and provides relevant testimony which would not otherwise have been in the record, the carrier will compensate the witness as if it had directed the witness to attend.

17. If, by operation of this agreement or as the result of an arbitration decision, the Carrier is required to pay an engineer who has been disciplined for "time lost", the amount due shall be based on the average daily earnings of the engineer for the 12 month period (beginning with the first full month) prior to removal from service. The sum of the claimant's earnings during such period shall be divided by 365 to arrive at the average daily earnings to be applied in determining the amount of lost wages, based on the number of days of discipline.

NOTE, Section 1: This agreement is not intended to modify or replace "By-Pass" or "Companion" Agreements.

This agreement is not intended to modify or replace Carrier policies pertaining to discipline; except that to the extent this agreement may conflict with a Carrier policy, this agreement shall govern.

NOTE, Section 17: The twelve (12) month period utilized in determining the employee's average daily earnings will not include any month(s) in which the employee experienced unusually low earnings due to circumstances beyond his/her control, such as personal injury, documented major illness, of the employee or a family member, etc. It is not the intent of this NOTE, however, to exclude those months in which the employee lays off on his/her own accord. It is intended the twelve (12) month period utilized will reflect the engineer's normal work habits and history.

Example: An engineer was dismissed in October for an alleged rules violation. Pursuant to an arbitration award, the engineer is reinstated and awarded time lost (back pay). Six months prior to his/her dismissal, said engineer was off-duty (medical leave) for two (2) months (March and April) due to a documented major illness, such as a heart attack.

Calculation of the employee's average daily earnings for the preceding twelve (12) months will commence with September and will incorporate the prior fourteen (14) months, including September (March and April are excluded due to the employee having no earnings in those months due to the medical condition).

ORGANIZATION EXHIBIT

V

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

August 15, 2000

110.61-20-326

Mr. C. R. Rightnowar
General Chairman BLE
320 Brookes Dr. Suite 115
Hazelwood, MO 63042

Dear Sir:

This letter refers to your letter dated August 10, 2000, regarding the Carrier's action to recollect the relocation allowance paid to Mr. M. O. Coats, as he failed to relocate pursuant to the agreement.

I have enclosed a copy of Mr. Coats letter for your review. While you state that only the General Chairman has authority to interpret the Collective Bargaining Agreement, you should recognize that this is an issue governed by the New York Dock Conditions. As such, an employee is certainly able to pursue his personal claims under New York Dock.

Furthermore, I cannot accept your conclusion that, since Mr. Coats has accepted the relocation allowance, his primary residence is now Kansas City. All other factors (mailing address, phone numbers, etc.) indicate that his primary residence is in New Bloomfield, not Kansas City. I agree that there is no prohibition against an employee having a place to stay at his away from home terminal, however, Mr. Coats instead has merely "a place to stay" at Kansas City, with his primary residence in New Bloomfield. Such a situation does not fall within the parameters of relocating under the hub agreement.

Your claim on behalf of M. O. Coats for "any monies improperly recouped from his relocation allowance, and for any monies improperly withheld from reverse held away from home terminal arbitrary payments due" is denied. Mr. Coats receives held away from home terminal at his *de facto* away from home terminal at Kansas City. The Carrier will not pay held away at Mr. Coats' *de facto* home terminal of Jefferson City. Furthermore, as I copy you on any correspondence dealing with relocation recollection on your territory, you are aware of any other engineers in the same circumstance as Mr. Coats.

Finally, your "verbal notice" that the Carrier has waived its right to discipline has no binding effect on the Carrier. At such time as the Carrier forwards notice to the "appropriate company officer" that the action to recollect

V-1

the relocation money needs to be taken at the service unit level, then disciplinary action may be deemed warranted and timely. First Division Award 24851 does not have application in the case of Mr. Coats, as the facts of the two situations are not remotely similar.

In closing, when you review Mr. Coats letter, you will notice that Mr. Coats has requested to handle this matter on his own behalf. Please advise.

Sincerely,

Andrea Gansen
Director Labor Relations

Copy to: W. S. Hinckley

V-2

ORGANIZATION EXHIBIT

W

CREW DISPATCHING WORK RECORD
*** EMPLOYEE REPORT ***

07/19/01 THRU 10/17/01

DR SNYDER 428-88-2388

INFORMATION PROCESSED BEGINS: 07/19/01

DATE	LOC	JOB	POS	ASGN	MILES	DH MI	T C	R	X R
PA: MX125	RE36	KS05 ENG B	07/19 1236C^						
PD: MX283	XE35		07/19 1236C;						
		C C P							
07/19 1530C	MX283	CBTGP	17	ENG	0162		R	10	
07/20 2330C	MX125	CBWNA	17	ENG	0154		R	8	
07/21 2350C	MX283	CCAWL	19	ENG	0162		R	8	
07/23 1130C	MX125	CWFJR	22	ENG	0154		R	8	
07/24 0530C	MX283	AFXAS	24	ENG	0162		R	8	
07/26 0100C	MX125	CAENA	23	ENG	0154		R	8	
07/26 2000C	MX283	MHNASX	26	ENG	0162		R	8	
07/28 0645C	MX125	MASKS	27	ENG	0162		R	8	
07/29 0210C	MX283	ILADU	26	ENG	0162		R	8	
07/30 1915C	MX125	MESNPX	30	ENG	0154		R	8	
07/31 1300C	MX283	3CBTPA	29	ENG	0170		R	8	
08/02 1100C	MX125	OESCV	01	ENG	0154		R	8	
08/03 0430C	MX283	ZSEME	31	ENG	0162		R	8	
08/04 2330C	MX125	CSCWE	04	ENG	0154		R	8	
08/05 1545C	MX283	CNAJO	03	ENG	0162		R	8	
08/07 0800C	MX125	IDULA	07	ENG	0162		R	8	
08/08 0700C	MX283	AFXAS	08	ENG	0170		R	10	
08/09 2315C	MX125	AASKS	09	ENG	0170		R	8	
08/10 2000C	MX283	CNRWL	09	ENG	0162		R	8	
08/12 1830C	MX125	2CAENA	10	ENG	0154		R	8	
08/13 1645C	MX283	CNAAE	11	ENG	0162		R	8	
08/15 0440C	MX125	IDUOA	14	ENG	0154		R	8	
08/16 0700C	MX283	AFXAS	16	ENG	0170		R	8	
08/17 0615C	MX125	IDULA	17	ENG	0154		R	10	
08/18 0930C	MX283	WGIGHB	17	ENG	0154		R	8	
08/19 1400C	MX125	CCSCV	19	ENG	0154		R	8	
08/20 1330C	MX283	CBTPA	18	ENG	0162		R	8	
08/22 0115C	MX125	IDUOA	21	ENG	0154		R	8	
08/22 2345C	MX283	CATWL	21	ENG	0162		R	8	
08/24 1402C	MX125	DH40	24	ENG	0130			8	
08/25 1000C	MX283	ZSEME	22	ENG	0162		R	8	
08/28 0600C	MX125	IMNSE	25	ENG	0154		R	8	
08/29 0300C	MX283	WLCGHB	27	ENG	0162		R	8	
08/30 0825C	MX125	IDULA	30	ENG	0162		R	8	
08/31 0230C	MX283	CNRWL	28	ENG	0170		R	8	
09/01 0005C	MX125	CDUWE	31	ENG	0154		R	8	
09/01 2000C	MX283	CSVPA1	24	ENG	0162		R	8	
09/03 0640C	MX125	CJOAT	30	ENG	0154		R	8	
09/04 0145C	MX283	CCVCSH	31	ENG	0162		R	8	
09/05 2330C	MX125	DH58	05	ENG	0130		R	8	
09/06 2045C	MX283	CJRWL	05	ENG	0162		R	8	
09/08 0430C	MX125	AASKSB	07	ENG	0162		R	8	

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09/09	0130C	MX283	MHNASX	08	ENG	0162	R 8
09/10	1230C	MX125	DH81	10	ENG	0130	R 8
09/11	0045C	MX283	CWEPA	04	ENG	0162	R 8
09/13	0005C	MX125	MASKSX	12	ENG	0170	R 8
09/13	2115C	MX283	QNPWXP	13	ENG	0162	R 8
09/15	0200C	MX125	3CAENA	12	ENG	0154	R 8
09/16	0055C	MX283	CSVDY	13	ENG	0162	R 8
09/17	0415C	MX125	CTVNA	15	ENG	0154	R 8
09/18	0530C	MX283	AFXAS	18	ENG	0154	R 8
09/20	0415C	MX125	IMNSE	19	ENG	0154	R 8
09/21	0232C	MX283	CCODY	17	ENG	0162	R 8
09/22	1840C	MX125	CJOAT	19	ENG	0154	R 8
09/23	1500C	MX283	CSVDY	19	ENG	0162	R 8
09/25	1115C	MX125	CBWNA	25	ENG	0154	R 8
09/26	1159C	MX283	WGHLCB	24	ENG	0162	R 8
09/27	2220C	MX125	IMNSE	27	ENG	0154	R 8
09/29	0245C	MX283	CCODY	25	ENG	0162	R 8
09/30	0350C	MX125	CTVNA	28	ENG	0154	R 8
10/01	0030C	MX283	CWEIS	27	ENG	0162	R 8
10/02	1230C	MX125	CDYSV	02	ENG	0154	R 8
10/03	1330C	MX283	WLCGHB	03	ENG	0162	R 8
10/05	0830C	MX125	IDULA	05	ENG	0162	R 8
10/06	0615C	MX283	AFXAS	06	ENG	0170	R 8
10/07	2130C	MX125	AASNP	07	ENG	0154	R 8
10/08	2045C	MX283	DH52	08	ENG	0130	R 8
10/10	1745C	MX125	MESNP	10	ENG	0154	R 8
10/11	1645C	MX283	CNRWL	09	ENG	0170	R 8
10/13	0745C	MX125	IDULA	13	ENG	0162	R 8
10/14	0500C	MX283	CNAJO	12	ENG	0170	R 8
10/15	2345C	MX125	CSGEY	15	ENG	0154	R 8
10/16	2015C	MX283	CNAAE	13	ENG	0170	R 8
						0162	R 8

PA: MX125 RE36 KS05 ENG B

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CREW DISPATCHING WORK/PAY RECORD
01/01 THRU 10/15/01

DR SNYDER 428-88-2388

INFORMATION PROCESSED BEGINS: 07/16/01

PRESS ENTER TO VIEW DETAILS

DATE	LOC	JOB	POS	SLIP PAID CURRENT HALF PAY	SLIP PAID CURRENT HALF TAXABLE	SLIP PAID IN PREVIOUS HALVES PAY	SLIP PAID IN PREVIOUS HALVES TAXABLE
PA: MX125	RE36 KS05 ENG B^						
07/15		********** CLO9				635.40	635.40
ST: OL	07/16 1201						
07/16 1515C	MX125	CAENA	15 ENG			643.64	643.64
ST: DB	07/17 0045						
ST: OK	07/17 0045						
ST: OL	07/17 1201						
ST: LS	07/18 0426						
ST: OK	07/19 0843						
PA: MX125	RE36 KS05 ENG B	07/19 1236C					
PD: MX283	XE35	07/19 1236C					
ST: DB	07/19 1241						
ST: OK	07/19 1242						
07/19 1530C	MX283	CBTGP	17 ENG			348.60	336.60
07/20 2330C	MX125	CBWNA	17 ENG			270.80	270.80
07/21 2350C	MX283	CCAWL	19 ENG			233.39	221.39
07/23 1130C	MX125	CWFJR	22 ENG			501.62	501.62
07/24 0530C	MX283	AFXAS	24 ENG			234.46	228.46
07/26 0100C	MX125	CAENA	23 ENG			587.30	587.30
07/26 2000C	MX283	MENASX	26 ENG			246.35	234.35
07/28 0645C	MX125	MASKS	27 ENG			444.05	444.05
07/29 0210C	MX283	ILADU	26 ENG			227.39	221.39
07/30 1915C	MX125	MESNPX	30 ENG			572.07	572.07
07/31 1300C	MX283	3CBTPA	29 ENG			265.45	253.45
08/02 1100C	MX125	OESCV	01 ENG			641.01	641.01
08/03 0430C	MX283	ZSEME	31 ENG			281.70	275.70
08/04 2330C	MX125	CSCWE	04 ENG			521.32	521.32
08/05 1545C	MX283	CNAJO	03 ENG			241.53	235.53
08/07 0800C	MX125	IDULA	07 ENG			548.81	548.81
08/08 0700C	MX283	AFXAS	08 ENG			304.99	292.99
08/09 2315C	MX125	AASKS	09 ENG			473.16	473.16
08/10 2000C	MX283	CNRWL	09 ENG			275.80	263.80
08/12 1830C	MX125	2CAENA	10 ENG			627.91	627.91
08/13 1645C	MX283	CNAAE	11 ENG			241.64	229.64
08/15 0440C	MX125	IDUOA	14 ENG			454.82	454.82
08/16 0700C	MX283	AFXAS	16 ENG			250.14	238.14
08/17 0615C	MX125	IDULA	17 ENG			316.26	316.26
08/18 0930C	MX283	WGIGHB	17 ENG			223.70	211.70
08/19 1400C	MX125	CCSCV	19 ENG			333.52	333.52
08/20 1330C	MX283	CBTPA	18 ENG			239.28	227.28
08/22 0115C	MX125	IDUOA	21 ENG			421.50	421.50
08/22 2345C	MX283	CATWL	21 ENG			233.39	221.39
08/24 1402C	MX125	DH40	24 ENG			460.32	460.32

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08/25	1000C	MX283	ZSEME	22	[illegible]		252.24	240.24
08/28	0600C	MX125	IMNSE	25	ENG		1095.32	1095.32
08/29	0300C	MX283	WLCGHB	27	ENG		247.53	235.53
08/30	0825C	MX125	IDULA	30	ENG		359.92	359.92
08/31	0230C	MX283	CNRWL	28	ENG		264.17	258.17
09/01	0005C	MX125	CDUWE	31	ENG		211.94	211.94
09/01	2000C	MX283	CSVPA1	24	ENG		251.15	239.15
09/03	0640C	MX125	CJOAT	30	ENG		404.58	404.58
09/04	0145C	MX283	CCVCSH	31	ENG		233.39	221.39
09/05	2330C	MX125	DH58	05	ENG		632.65	632.65
09/06	2045C	MX283	CJRWL	05	ENG		243.99	231.99
09/08	0430C	MX125	AASKSB	07	ENG		356.89	356.89
09/09	0130C	MX283	MHNASX	08	ENG		233.39	221.39
09/10	1230C	MX125	DH81	10	ENG		360.81	360.81
09/11	0045C	MX283	CWEPA	04	ENG		252.13	246.13
09/13	0005C	MX125	MASKSX	12	ENG		672.38	672.38
09/13	2115C	MX283	QNPWXP	13	ENG		235.75	223.75
09/15	0200C	MX125	3CAENA	12	ENG		328.44	328.44
09/16	0055C	MX283	CSVDY	13	ENG		243.08	231.08
09/17	0415C	MX125	CTVNA	15	ENG		292.91	292.91
09/18	0530C	MX283	AFXAS	18	ENG		234.30	222.30
09/20	0415C	MX125	IMNSE	19	ENG		658.36	658.36
09/21	0232C	MX283	CCODY	17	ENG		233.39	221.39
09/22	1840C	MX125	CJOAT	19	ENG		506.24	506.24
09/23	1500C	MX283	CSVDY	19	ENG		237.18	225.18
09/25	1115C	MX125	CBWNA	25	ENG		645.49	645.49
09/26	1159C	MX283	WGHLCB	24	ENG		233.39	221.39
09/27	2220C	MX125	IMNSE	27	ENG		402.46	402.46
09/29	0245C	MX283	CCODY	25	ENG		234.57	222.57
09/30	0350C	MX125	CTVNA	28	ENG		223.54	223.54
10/01	0030C	MX283	CWEIS	27	ENG	240.72	228.72	
10/02	1230C	MX125	CDYSV	02	ENG	475.35	475.35	
10/03	1330C	MX283	WLCGHB	03	ENG	234.41	222.41	
10/05	0830C	MX125	IDULA	05	ENG	631.34	631.34	
10/06	0615C	MX283	AFXAS	06	ENG	237.07	231.07	
10/07	2130C	MX125	AASNP	07	ENG	561.92	561.92	
10/08	2045C	MX283	DH52	08	ENG	170.16	158.16	
10/10			**********		CLU4	79.08	79.08	
10/10	1745C	MX125	MESNP	10	ENG	706.40	706.40	

ANY PAY FOR NXT 7 DAYS WON`T BE DISPLAYED

10/11	1645C	MX283	CNRWL	09	ENG
10/13	0745C	MX125	IDULA	13	ENG
10/14	0500C	MX283	CNAJO	12	ENG
10/15	2345C	MX125	CSGEY	15	ENG

TOTALS WORKING SLIPS	3257.37	3215.37	22447.50	22123.50
TOTAL CLAIMS PAY	79.08	79.08	635.40	635.40
TOTAL ALLOWANCE PAY	0.00	0.00	0.00	0.00
TOTALS	3336.45	3294.45		

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WORK HISTORY - DR SNYDER          428-88-2388   ACTIVE     F  07/19/01 12:36
STATUS-OK              ASGN-Mx125   MSG-'ROY' 'DOCTOR' DPU /2 CALL
CURR ASSIGN-MX283  RE36 CNAAE  ENG  ST-10/16 20:15-C TIEUP-10/17 06:00-C  AFHT-N
PERM ASSIGN-MX125  RE36 KS05   ENG B ASN DATE-07/19/01    C
ANV DT- 06/28/67       HIRE DATE- 06/28/67       BIRTH DATE- 07/18/44
RAILROAD INDICATOR-M        RADIO ID -                        CONDITION -
HOME ADDRESS-9530 E.WINNER RD.APT.4B     INDEPENDENCE   MO  640531651!
HOME PT LOC-
*!
*                      * * *      ASSIGNMENTS       * * *!
REG ASSIGN-MX125  RE36 KS05 ENG B SL- 0  TEMP ASSIGN-                      SL-
          353101                                    000000
STARTS PER PERIOD-00  CCMILS-0170 RDMILS-0000 MILSPD-0000 MILSMO-0000
*
*                           * * * OFF DAYS * * *
PERMANENT OFF DAYS-                      TEMPORARY OFF DAYS-
*

                            * * * PERSONAL DAYS * * * 2001
ALLOWED-11   CARRIED OVER-00   DENIED-00   PAID-00   CARRIED OVER DAYS PAID-00
CARRY OVER DAYS EXPIRATION DATE - 05/01
PERSONAL LEAVE SENIORITY DATE - 06/28/67
*
* * * UP PERSONAL DAYS PAID:     DATE         AMOUNT PAID
*

                              * * * HOLIDAYS * * *    2001
HOLIDAYS PAID-00
*!

                              * * * VACATION * * *    2001
*
                             GROUPING-MX125    ENG
PREVIOUS YEAR QUALIFYING DAYS:  LAID OFF HURT-NA  EXTRA BOARD-NA
VACATION WEEKS ALLOWED-05 VACATION DAYS PAID-35 VACATION WEEKS SCHEDULED-05
VACATION SENIORITY DATE - 06/28/67
ONE 52ND - $1,968.04      FIRST RATE - 1,968.04
*+
SINGLE VACATION DAYS TAKEN/PAID-00   SINGLE VACATION DAYS RESERVED-00<
*
VACATION SCHEDULED     04/02 - 05/06
*
VACATION PAID               DATE                PAID
                       04/02 - 14 DAYS        $3,936.08
                       04/16 - 15 DAYS        $4,217.23
                       05/01 - 06 DAYS        $1,686.89
*
CURRENT YTD QUALIFYING DAYS:    LAID OFF HURT-NA  EXTRA BOARD-13
*

                            * * * PERSONAL DAYS * * * 2000!
ALLOWED-11   CARRIED OVER-00   DENIED-00   PAID-00   CARRIED OVER DAYS PAID-00
PERSONAL LEAVE SENIORITY DATE - 06/28/67
*
* * * UP PERSONAL DAYS PAID:     DATE         AMOUNT PAID
*

                              * * * HOLIDAYS * * *    2000
HOLIDAYS PAID-00
*!
```

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* * * VACATION * * * 2000

*

GROUPING-MX125 ENG

VACATION WEEKS ALLOWED-05 VACATION DAYS PAID-35 VACATION WEEKS SCHEDULED-05

VACATION SENIORITY DATE - 06/28/67

ONE 52ND - $1,158.26 FIRST RATE - 1,158.26

*+

SINGLE VACATION DAYS TAKEN/PAID-00 SINGLE VACATION DAYS RESERVED-00<

*

VACATION SCHEDULED 01/17 - 01/23 03/27 - 04/02 04/24 - 04/30
06/26 - 07/02 08/28 - 09/03

*

VACATION PAID	DATE	PAID
	01/17 - 07 DAYS	$1,158.26
	03/27 - 05 DAYS	$ 827.33
	04/01 - 02 DAYS	$ 330.93
	04/22 - 07 DAYS	$1,158.26
	06/29 - 02 DAYS	$ 330.93
	07/01 - 05 DAYS	$ 827.33
	08/27 - 05 DAYS	$ 827.33
	09/01 - 02 DAYS	$ 330.93

*

*

* * * * TELEPHONES * * *

HOME PHONES- 573-474-0627 DIS-N- 573-443-9266 DIS-N-B 816-254-7236 DIS-N-+

AFHT PHONES- MX283 816-254-7236 DIS-N- MX283 573-443-9266 DIS-N-B

MX125 573-474-0627 DIS-N- MX125 573-443-9266 DIS-N-B

*

* * * * SPECIAL CONDITIONS * * *

10 QUALIFIED DPU

23 SWI QUALIFIED AS HOSTLER

*

* * * * SENIORITY ROSTERS * * *

*

PRIM QUAL	DATE	SEQ	ROSTER	PROT	PR	STAMP	ADDITIONAL QUALIFICATIONS
ENG	05 01 94	084	353101	N	P		PLE
ENG	05 01 94	009	300101	Y	J		
CON	04 05 74	266	300301	Y	B		
BRK	06 28 67	266	300401	Y	B		
BRK	06 28 67	005	300402	Y	B		
SWI	10 17 71	124	300501	Y	B		
ENG	05 01 94	040	301101	Y	J		
CON	04 05 74	010	301301	Y	B		
BRK	10 17 71	490	301401	Y	B		
SWI	10 17 71	605	301501	Y	B		
ENG	05 01 94	040	302101	Y	J		
ENG	05 01 94	250	302112	Y	S		PLE
CON	04 05 74	010	302301	Y	B		
BRK	10 17 71	400	302401	Y	B		
ENG	05 01 94	035	303101	Y	J		
CON	03 25 80	640	303301	Y	B		
BRK	03 24 80	242	303401	Y	B		
SWI	07 05 83	028	303501	Y	B		
ENG	05 01 94	040	304101	Y	J		
CON	03 25 80	256	304301	Y	B		PLT
BRK	03 24 80	322	304401	Y	B		
SWI	07 05 83	027	304501	Y	B		
ENG	05 01 94	035	305101	Y	J		PLE
CON	03 25 80	640	305301	Y	B		

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BRK	03	24	80	605	3[illegible]101	Y	B	
ENG	05	01	94	040	306101	Y	J	
CON	03	25	80	640	306301	Y	B	
BRK	03	24	80	605	306401	Y	B	
SWI	07	05	83	028	306501	Y	B	
ENG	05	01	94	040	307101	Y	J	
CON	04	05	74	010	307301	Y	B	
CON	04	05	74	003	307302	Y	W	
BRK	10	17	71	600	307401	Y	B	
SWI	10	17	71	605	307501	Y	B	
SWI	10	17	71	610	307502	Y	W	
ENG	05	01	94	025	308101	Y	J	
CON	10	16	71	100	308301	Y	B	
BRK	06	28	67	005	308401	Y	B	
SWI	10	17	71	615	308501	Y	B	HDR
SWI	10	17	71	605	308502	Y	B	
SWI	07	05	83	027	309501	Y	B	
CON	03	23	92	640	310301	Y	B	
BRK	03	23	92	605	310401	Y	B	
SWI	03	23	92	605	310501	Y	B	
ENG	04	01	94	015	311101	Y	J	
CON	04	05	74	010	311301	Y	B	
BRK	10	17	71	605	311401	Y	B	
ENG	05	01	94	040	312101	Y	J	
SWI	07	05	83	028	312501	Y	B	
SWI	10	17	71	605	313501	Y		
SWI	10	17	71	605	314501	Y	B	
SWI	10	17	71	605	315501	Y	B	
SWI	10	17	71	605	316501	Y	B	
ENG	05	01	94	615	350101	N	3	PLE
ENG	01	16	99	383	351101	N	S	PLE
ENG	01	16	99	448	352101	N	S	PLE
ENG	01	16	99	472	354101	N	S	PLE
ENG	01	16	99	382	355101	N	S	PLE
ENG	01	17	99	382	356101	N	S	PLE
ENG	01	16	99	023	357101	N	S	PLE
ENG	05	01	94	022	358101	N	P	PLE
ENG	01	17	99	382	359101	N	S	PLE

*
* * * * CUTOFF LISTING * * *!
*

LOCATION BOARD

W-7

#1
2000

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $2837.61 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JANUARY 14, 1900 FOR THE PAY PERIOD ENDING DECEMBER 31, 1999.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION	
			722.45	PROT/GUARANTEE	
	4387.32			TEY GROSS EARNINGS	
	54.00			NON TAXABLE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE ====>	54.00
				TOTAL TAXABLE COMPENSATION =====>	5109.77

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	390.90	390.90	5109.77		PRETAX 401-K	510.98	INS LE&C MUT PRO	42.50
RR TIER II	250.38	250.38	5109.77					
FED INC TX	888.40	888.40	4598.79	4598.79				
MO INC TX	243.00	243.00	4598.79					
TOTAL TAXES TAKEN ==>		1772.68			TOTAL PRE-TAX DEDUCTIONS =>			510.98
					TOTAL MISC. DEDUCTIONS ===>			42.50

**** WAGE PROT/GUARN BREAKDOWN ****
11/9 722.45

TOTALS	AMOUNT
TAXABLE COMPENSATION	5109.77
PRE-TAX DEDUCTIONS	510.98-
FEDERAL TAXABLE GROSS	4598.79
TAXES TAKEN	1772.68-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	54.00
NET AMOUNT	2837.61

PERSONNEL ACCOUNTING CONTROL NBR 4786223

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#2

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
7005 N BALES
GLADSTONE MO 64119

UNION PACIFIC RAILROAD

THE AMOUNT OF $2802.11 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JANUARY 28, 2000 FOR THE PAY PERIOD ENDING JANUARY 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

RR=643.05

COMPENSATION					
CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION	
	5123.89			TEY GROSS EARNINGS	
	66.00			NON TAXABLE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE ====>	66.00
				TOTAL TAXABLE COMPENSATION =====>	5123.89

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	391.98	782.88	5123.89		PRETAX 401-K	512.39	BLE #609	96.00
RR TIER II	251.07	501.45	5123.89					
FED INC TX	892.34	7380.74	4611.50	29210.29			TOTAL PRE-TAX DEDUCTIONS =>	512.39
MO INC TX	244.00	1087.00	4611.50				TOTAL MISC. DEDUCTIONS ===>	96.00
TOTAL TAXES TAKEN ==>		1779.39						

1935 → FED INC TX
.053 → MO INC TX

TOTALS	AMOUNT
TAXABLE COMPENSATION	5123.89
PRE-TAX DEDUCTIONS	512.39-
FEDERAL TAXABLE GROSS	4611.50
TAXES TAKEN	1779.39-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	66.00
NET AMOUNT	2802.11

PERSONNEL ACCOUNTING CONTROL NBR 4818659

W-9

#3

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $2085.79 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON FEBRUARY 15, 2000 FOR THE PAY PERIOD ENDING JANUARY 31, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	COMPENSATION PREV PERIOD ADJ AMOUNT	DESCRIPTION
	3553.71			TEY GROSS EARNINGS
	30.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 30.00
TOTAL TAXABLE COMPENSATION =====> 3553.71

TAX INFORMATION

DESC	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIE I	271.86	1054.74	3553.71	
RR TIE II	174.13	675.58	3553.71	
FED IN TX	495.06	7875.80	3198.34	32408.63
MO IN TX	159.00	1246.00	3198.34	

TOTAL TAXES TAKEN ==> 1100.05

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	355.37	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS ==> 355.37
TOTAL MISC. DEDUCTIONS ===> 42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	3553.71
PRE-TAX DEDUCTIONS	355.37-
FEDERAL TAXABLE GROSS	3198.34
TAXES TAKEN	1100.05-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	30.00
NET AMOUNT	2085.79

PERSONNEL ACCOUNTING
CONTROL NBR 4859916

W-10

#4

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 6522

UNION PACIFIC RAILROAD

THE AMOUNT OF $2575.99 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON FEBRUARY 29, 2000 FOR THE PAY PERIOD ENDING FEBRUARY 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	COMPENSATION PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4636.37			KEY GROSS EARNINGS
	66.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ===> 66.00
TOTAL TAXABLE COMPENSATION ====> 4636.37

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	354.67	1409.41	4636.37	
RR TIER II	227.18	902.76	4636.37	
FED INC TX	767.89	8643.69	4172.73	36581.36
MO INC TX	217.00	1463.00	4172.73	

TOTAL TAXES TAKEN ==> 1566.74

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	463.64	BLE #609	96.00

TOTAL PRE-TAX DEDUCTIONS => 463.64
TOTAL MISC. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4636.37
PRE-TAX DEDUCTIONS	463.64-
FEDERAL TAXABLE GROSS	4172.73
TAXES TAKEN	1566.74-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	66.00
NET AMOUNT	2575.99

PERSONNEL ACCOUNTING
CONTROL NBR 4892125

W-11

#4

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $2575.99 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON FEBRUARY 29, 2000 FOR THE PAY PERIOD ENDING FEBRUARY 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS	MIN	AMOUNT	PREV PERIOD ADJ HRS	MIN	AMOUNT	DESCRIPTION
		4636.37				TEY GROSS EARNINGS
		66.00				NON TAXABLE MEALS
						TOTAL NON-TAXABLE ALLOWANCE ====> 66.00
						TOTAL TAXABLE COMPENSATION =====> 4636.37

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	354.67	1409.41	4636.37	
RR TIER II	227.18	902.76	4636.37	
FED INC TX	767.89	8643.69	4172.73	36581.36
MO INC TX	217.00	1463.00	4172.73	
TOTAL TAXES TAKEN ==>		1566.74		

MISCELLANOUS DEDUCTIONS

DESCRIPTION	AMUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	43.64	BLE #609	96.00
TOTAL PRETAX DEDUCTIONS =>			463.64
TOTAL MIS. DEDUCTIONS ===>			96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4636.7
PRE-TAX DEDUCTIONS	463.4-
FEDERAL TAXABLE GROSS	4172.3
TAXES TAKEN	1566.4-
MISCELLANEOUS DEDUCTIONS	96.0-
NON-TAXABLE ALLOWANCE	66.0
NET AMOUNT	2575.9

PERSONNEL ACCOUNTING
CONTROL NBR 4892125

W-12

#5

44 - 10% = 24.

44 - 20% = 3205

254

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $2461.93 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON MARCH 15, 2000 FOR THE PAY PERIOD ENDING FEBRUARY 29, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS	PREV PERIOD ADJ AMOUNT	DESCRIPTION	
	4331.00			TEY GROSS EARNINGS	
	42.00			NON TAXABLE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE ====>	42.00
				TOTAL TAXABLE COMPENSATION =====>	4331.00

TAX INFORMATION				
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	331.32	1740.73	4331.00	
RR TIER II	212.22	1114.98	4331.00	
FED INC TX	690.93	9334.62	3897.90	40479.26
MO INC TX	201.00	1664.00	3897.90	
TOTAL TAXES TAKEN ==>	1435.47			

MISCELLANEOUS DEDUCTIONS			
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	433.10	INS LE&C MUT PRO	42.50
TOTAL PRE-TAX DEDUCTIONS =>			433.10
TOTAL MISC. DEDUCTIONS ===>			42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	4331.00
PRE-TAX DEDUCTIONS	433.10-
FEDERAL TAXABLE GROSS	3897.90
TAXES TAKEN	1435.47-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	42.00
NET AMOUNT	2461.93

PERSONNEL ACCOUNTING CONTROL NBR 4933337

W-13

#6

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $2467.14 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON MARCH 30, 2000 FOR THE PAY PERIOD ENDING MARCH 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4405.11			TEY GROSS EARNINGS
	66.00			NON-TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 66.00
TOTAL TAXABLE COMPENSATION =====> 4405.11

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	337.00	2077.73	4405.11	
RR TIER II	215.85	1330.83	4405.11	
FED INC TX	709.61	10044.23	3964.60	44443.86
MO INC TX	205.00	1869.00	3964.60	

TOTAL TAXES TAKEN ==> 1467.46

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	440.51	BLE #609	96.00

TOTAL PRE-TAX DEDUCTIONS ==> 440.51
TOTAL MISC. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4405.11
PRE-TAX DEDUCTIONS	440.51-
FEDERAL TAXABLE GROSS	3964.60
TAXES TAKEN	1467.46-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	66.00
NET AMOUNT	2467.14

PERSONNEL ACCOUNTING
CONTROL NBR 4965661

W-14

#7

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $1930.56 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON APRIL 14, 2000 FOR THE PAY PERIOD ENDING MARCH 31, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION	
	3235.58			TEY GROSS EARNINGS	
	24.00			NON TAXABLE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE ====>	24.00
				TOTAL TAXABLE COMPENSATION =====>	3235.58

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	247.52	2325.25	3235.58		PRETAX 401-K	323.56	INS LE&C MUT PRO	42.50
RR TIER II	158.55	1489.38	3235.58					
FED INC TX	414.89	10459.12	2912.02	47355.88				
MO INC TX	142.00	2011.00	2912.02					
TOTAL TAXES TAKEN ==>			962.96		TOTAL PRE-TAX DEDUCTIONS =>			323.56
					TOTAL MISC. DEDUCTIONS ===>			42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	3235.58
PRE-TAX DEDUCTIONS	323.56-
FEDERAL TAXABLE GROSS	2912.02
TAXES TAKEN	962.96-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	24.00
NET AMOUNT	1930.56

PERSONNEL ACCOUNTING CONTROL NBR 5007038

W-15

#8

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $2317.63 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON APRIL 28, 2000 FOR THE PAY PERIOD ENDING APRIL 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4124.70			TEY GROSS EARNINGS
	48.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 48.00
TOTAL TAXABLE COMPENSATION =====> 4124.70

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	315.54	2640.72	4124.70	
RR TIER II	202.11	1691.48	4124.70	
FED INC TX	638.95	11098.80	3712.23	51068.11
MO INC TX	190.00	2201.00	3712.23	

TOTAL TAXES TAKEN == 1346.60

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	412.47	BLE #609	96.00

TOTAL PRE-TAX DEDUCTIONS ==> 412.47
TOTAL MISC. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4124.70
PRE-TAX DEDUCTIONS	412.47-
FEDERAL TAXABLE GROSS	3712.23
TAXES TAKEN	1346.60-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	48.00
NET AMOUNT	2317.63

PERSONNEL ACCOUNTING
CONTROL NBR 5039530

W-16

#9

** PERSONAL AND CONFIDENTIAL **

D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $1935.95 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON MAY 15, 2000 FOR THE PAY PERIOD ENDING APRIL 1, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	3221.00			TEY GROSS EARNINGS
	36.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 36.00
TOTAL TAXABLE COMPENSATION =====> 3221.00

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	246.41	2887.20	3221.00	
RR TIER II	157.83	1849.32	3221.00	
FED INC TX	411.21	11509.28	2898.90	53967.01
MO INC TX	141.00	2342.00	2898.90	

TOTAL TAXES TAKEN ==> 956.45

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 41-K	322.10	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS => 322.10
TOTAL MISC. DEDUCTIONS ===> 42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	3221.00
PRE-TAX DEDUCTIONS	322.10-
FEDERAL TAXABLE GROSS	2898.90
TAXES TAKEN	956.45-
MISCELLANEOUS DEDUCTION:	42.50-
NON-TAXABLE ALLOWANCE	36.00
NET AMOUNT	1935.95

PERSONNEL ACCOUNTING
CONTROL NBR 5080925

W17

#10

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $2018.42 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON MAY 30, 2000 FOR THE PAY PERIOD ENDING MAY 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	3460.16			TEY GROSS EARNINGS
	60.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 60.00
TOTAL TAXABLE COMPENSATION =====> 3460.16

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	264.70	3151.90	3460.16	
RR TIER II	169.54	2018.86	3460.16	
FED INC TX	471.48	11980.76	3114.14	57081.15
MO INC TX	154.00	2496.00	3114.14	

TOTAL TAXES TAKEN ==> 1059.72

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	346.02	BLE #609	96.00

TOTAL PRE-TAX DEDUCTIONS ==> 46.02
TOTAL MISC. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	3460.16
PRE-TAX DEDUCTIONS	346.02-
FEDERAL TAXABLE GROSS	3114.14
TAXES TAKEN	1059.72-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	60.00
NET AMOUNT	2018.42

PERSONNEL ACCUNTING CONTROL NBR 513478

W-18

#11

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $2208.56 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JUNE 15, 2000 FOR THE PAY PERIOD ENDING MAY 31, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4396.42			TEY GROSS EARNINGS
	48.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 48.00
TOTAL TAXABLE COMPENSATION =====> 4396.42

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	336.33	3488.23	4396.42	
RR TIER II	215.43	2234.29	4396.42	
FED INC TX	584.32	12565.08	3517.14	60598.29
MO INC TX	178.00	2674.00	3517.14	

TOTAL TAXES TAKEN ==> 1314.08

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	879.28	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS => 879.28
TOTAL MISC. DEDUCTIONS ===> 42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	4396.42
PRE-TAX DEDUCTIONS	879.28-
FEDERAL TAXABLE GROSS	3517.14
TAXES TAKEN	1314.08-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	48.00
NET AMOUNT	2208.56

PERSONNEL ACCOUNTING
CONTROL NBR 5154901

W-19

RECEIPT FOR CNTNA 20 PRT:07/15/00 23:34C

ORIGIN LOCATION: MX125 JEFCITY
DESTINATION : MX283 KANCITY

CREW MEMBERS:
ENG: DR SNYDER
CON: RE SCHULER

ENG DR SNYDER TIE UP REPORTED: 06/29 17:23 USING KEYBOARD MONITOR.

SLIP NUMBER 108
ON DUTY AT: 06/29/00 06:00 CENTRAL
INITIAL TERMINAL DEPARTURE TIME: 06/29 06:05 CENTRAL
TERMINAL ARRIVAL: 06/29 16:00 CENTRAL
FINAL TIE-UP: 06/29 17:30 CENTRAL

ORIGINAL ENGINE CONSIST: UP Q06686 SP 000310

CLAIMED/PAID:	TIME	MILES	PAY
TIME/MILES PAID	09:58	016Z	197.37
OVERTIME	01:32		45.92
CON ONLY			14.94
ENG FRA CERTIFICATIO			5.00
HELDAWAY FROM HOME TERMINAL	13:05		260.66
TOTAL PAY			$ 523.79

DECLINED:

FINAL TERMINAL DELAY 00:30
ALLOWED TERMINAL TIME: SWITCHING: OR OVERTIME: WHICHEVER IS GREATER - BUT NOT BOTH.

#13

DATE	LOC	JOB	POS	PAY	TAXABLE
06/17 13:00	MX125	CTVUW	15 ENG	630.96	630.96
06/18 05:20	MX283	ZSEME	15 ENG	242.16	236.16
06/19 21:30	MX125	MASNP	19 ENG	534.88	534.88
06/20 19:30	MX283	QNPES	20 ENG	290.07	278.07
06/22 06:45	MX125	IDULA	22 ENG	419.27	419.27
06/23 08:30	MX283	2CJRQP	21 ENG	399.18	387.18
06/24 15:15	MX125	DH74	24 ENG	155.12	155.12
06/25 02:30	MX283	CSVDY	15 ENG	274.39	268.39
06/26 18:00	MX125	AASFX	26 ENG	488.11	488.11
06/27 16:35	MX283	2CEYNS	22 ENG	241.09	229.09
06/29		********CL	V1	330.93	330.93
06/29 06:00	MX125	CNTNA	20 ENG	523.79	523.79
TOTAL PAY				4524.96	4476.96

********** INFORMATION DISPLAYED IS SUBJECT TO TIMEKEEPING REVIEW. **********

W-20

#14

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9528 E.WINNER RD. APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $1994.84 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JULY 28, 2000 FOR THE PAY PERIOD ENDING JULY 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	COMPENSATION PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4311.03		523.79-	TEY GROSS EARNINGS
	42.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 42.00
TOTAL TAXABLE COMPENSATION =====> 3787.24

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	289.72	4479.95	3787.24	
RR TIER II	94.37	2778.30	1925.85	
FED INC TX	447.86	14150.18	3029.79	70969.23
MO INC TX	149.00	3179.00	3029.79	

TOTAL TAXES TAKEN ==> 980.95

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	757.45	BLE #609	96.00

TOTAL PRE-TAX DEDUCTIONS => 757.45
TOTAL MISC. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	3787.24
PRE-TAX DEDUCTIONS	757.45-
FEDERAL TAXABLE GROSS	3029.79
TAXES TAKEN	980.95-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	42.00
NET AMOUNT	1994.84

PERSONNEL ACCOUNTING
CONTROL NBR 5261660

W-21

#15

** PERSONAL AND CONFIDENTIAL **
D ' SNYDER
9[illegible]0 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2399.96 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON AUGUST 15, 2000 FOR THE PAY PERIOD ENDING JULY 31, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4304.26			TEY GROSS EARNINGS
	66.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 66.00
TOTAL TAXABLE COMPENSATION =====> 4304.26

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	329.7	6809.22	4304.26	
RR TIER II		2778.30		
FED INC TX	563.6	14713.86	3443.41	74412.64
MO INC TX	174.0	3353.00	3443.41	

TOTAL TAXES TAKEN ==> 1066.95

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	860.85	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS ==> 860.85
TOTAL MISC. DEDUCTIONS ===> 42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	4304.26
PRE-TAX DEDUCTIONS	860.85-
FEDERAL TAXABLE GROSS	3443.41
TAXES TAKEN	1066.95-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	66.00
NET AMOUNT	2399.96

PERSONNEL ACCOUNTING
CONTROL NBR 5303519

W-22

#16

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2455.18 WILL BE DEPOSITD IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON AUGUST 30, 2000 FOR THE PAY PERIOD ENDING AUGUST 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRASACTION:

COMPENSATION					
CURRENT PERIOD		PREV PERIOD ADJ			
HRS MIN	AMOUNT	HRS MIN	AMOUNT	DESCRIPTION	
	4583.99			TEY GROSS EARNINGS	
	48.00			NON TAXABLE EALS	
				TOTAL NON-TAXABLE ALLOWANCE ====>	48.00
				TOTAL TAXABLE COMPENSATION =====>	4583.99

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	350.68	5159.90	4583.99		PRETAX 401-K	916.80	BLE #609	96.00
RR TIER II		2778.30					TOTAL PRE-TAX DEDUCTIONS =>	916.80
FED INC TX	626.33	15340.19	3667.19	78079.83			TOTAL MISC. DEDUCTIONS ===>	96.00
MO INC TX	187.00	3540.00	3667.19					
TOTAL TAXES TAKEN ==>	1164.01							

TOTALS	AMOUNT
TAXABLE COMPNSATION	4583.99
PRE-TAX DEDUCTIONS	916.80-
FEDERAL TAXALE GROSS	3667.19
TAXES TAKEN	1164.01-
MISCELLANEOU DEDUCTIONS	96.00-
NON-TAXABLE LLOWANCE	48.00
NET AMOUNT	2455.18

PERSONNEL ACCOUNTING
CONTROL NBR 5336288

W-23

#17

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2396.70 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER 1421395 ON SEPTEMBER 15, 2000 FOR THE PAY PERIOD ENDING AUGUST 31, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	COMPENSATION PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4335.78			TEY GROSS EARNINGS
	48.00			NON TAXABLE MEALS
				TOTAL NON-TAXABLE ALLOWANCE ====> 48.00
				TOTAL TAXABLE COMPENSATION =====> 4335.78

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	331.69	5491.59	4335.78	
RR TIER II		2778.30		
FED INC TX	570.73	15910.92	3468.62	81548.45
MO INC TX	175.00	3715.00	3468.62	
TOTAL TAXES TAKEN ==>		1077.42		

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	867.16	INS LEG MUT PRO	42.50
TOTAL PRE-TAX DEDUCTION =>			867.16
TOTAL MISC. DEDUCTIONS ==>			42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	4335.78
PRE-TAX DEDUCTIONS	867.16-
FEDERAL TAXABLE GROSS	3468.62
TAXES TAKEN	1077.42-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	48.00
NET AMOUNT	2396.70

PERSONEL ACCOUNTING
CONTRL NBR 5377960

W-24

#21

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2565.65 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON NOVEMBER 15, 2000 FOR THE PAY PERIOD ENDING OCTOBER 31, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD		PREV PERIOD ADJ			
HRS MIN	AMOUNT	HRS MIN	AMOUNT	DESCRIPTION	
	4775.86			TEY GROSS EARNINGS	
	54.00			NON TAXABLE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE ====>	54.00
				TOTAL TAXABLE COMPENSATION =====>	4775.86

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	69.25	6018.85			AFTER TAX 401-K	955.17	INS LE&C MUT PRO	42.50
RR TIER II		2778.30						
FED INC TX	943.29	19138.23	4775.86	98772.35				
MO INC TX	254.00	4617.00	4775.86					
					TOTAL MISC. DEDUCTIONS ===>			997.67
TOTAL TAXES TAKEN ==>		1266.54						

TOTALS	AMOUNT	
FEDERAL TAXABLE GROSS	4775.86	
TAXES TAKEN	1266.54-	
MISCELLANEOUS DEDUCTIONS	997.67-	
NON-TAXABLE ALLOWANCE	54.00	
NET AMOUNT	2565.65	PERSONNEL ACCOUNTING CONTROL NBR 5527089

W-25

#22

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2401.82 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON NOVEMBER 30, 2000 FOR THE PAY PERIOD ENDING NOVEMBER 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD		PREV PERIOD ADJ			
HRS MIN	AMOUNT	HRS MIN	AMOUNT	DESCRIPTION	
	4485.35			TEY GROSS EARNINGS	
	66.00			NON TAXABLE MEALS	
	TOTAL NON-TAXABLE ALLOWANCE ====> 66.00				
	TOTAL TAXABLE COMPENSATION ======> 4485.35				

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RRR TIER I	65.04	6083.89			AFTER TAX 401-K	897.07	BLE #609	96.00
RRR TIER II		2778.30						
FED INC TX	855.42	19993.65	4485.35	103257.70				
MCD INC TX	236.00	4853.00	4485.35					
TOTAL TAXES TAKEN ==> 1156.46					TOTAL MISC. DEDUCTIONS ===>			993.07

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4485.35
TAXES TAKEN	1156.46-
MISCELLANEOUS DEDUCTIONS	993.07-
NON-TAXABLE ALLOWANCE	66.00
NET AMOUNT	2401.82

PERSONNEL ACCOUNTING
CONTROL NBR 5560051

W-26

#23

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2338.19 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 141395 ON DECEMBER 15, 2000 FOR THE PAY PERIOD ENDING NOVEMBER 30, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	263.52			TEY GROSS EARNINGS
	48.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 48.00
TOTAL TAXABLE COMPENSATION =====> 4263.52

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	61.82	6145.71		
RR TIER II		2778.30		
FED INC TX	793.31	20786.96	4263.52	107521.22
MO INC TX	223.00	5076.00	4263.52	

TOTAL TAXES TAKEN ==> 1078.13

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	852.70	INS LE&C MUT PRO	42.50

TOTAL MISC. DEDUCTIONS ===> 895.20

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4263.52
TAXES TAKEN	1078.13-
MISCELLANEOUS DEDUCTIONS	895.20-
NON-TAXABLE ALLOWANCE	48.00
NET AMOUNT	2338.19

PERSONNEL ACCOUNTING CONTROL NBR 5601861

W-27

#24

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2616.38 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON DECEMBER 29, 2000 FOR THE PAY PERIOD ENDING DECEMBER 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	5039.23			TE GROSS EARNINGS
	48.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ===> 48.00
TOTAL TAXABLE COMPENSATION ====> 5039.23

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	73.07	6218.78		
RR TIER II		2778.30		
FED INC TX	1024.93	21811.89	5039.23	12560.45
MO INC TX	269.00	5345.00	5039.23	

TOTAL TAXES TAKEN ==> 1367.00

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	1007.85	BLE #609	96.00

TOTAL MISC. DEDUCTIONS ===> 1103.85

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	5039.23
TAXE TAKEN	1367.00-
MISCELLANEOUS DEDUCTIONS	1103.85-
NON-TAXABLE ALLOWANCE	48.00
NET AMOUNT	2616.38

PERSONNEL ACCOUNTING CONTROL NBR 5634249

W-28

#1
2001

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2116.33 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JANUARY 12, 2001 FOR THE PAY PERIOD ENDING DECEMBER 31, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION	
	4151.73			TEY GROSS EARNINGS	
	54.00			NON TAXABLE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE ====>	54.00
				TOTAL TAXABLE COMPENSATION =====>	4151.73

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	317.61	317.61	4151.73		PRETAX 401-K	830.35	INS LE&C MUT PRO	42.50
RR TIER II	203.43	203.43	4151.73					
FED INC TX	529.51	529.51	3321.38	3321.38			TOTAL PRE-TAX DEDUCTIONS =>	830.35
MO INC TX	166.00	166.00	3321.38				TOTAL MISC. DEDUCTIONS ===>	42.50
TOTAL TAXES TAKEN ==>		1216.55						

TOTALS	AMOUNT
TAXABLE COMPENSATION	4151.73
PRE-TAX DEDUCTIONS	830.35-
FEDERAL TAXABLE GROSS	3321.38
TAXES TAKEN	1216.55-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	54.00
NET AMOUNT	2116.33

PERSONNEL ACCOUNTING
CONTROL NBR 5674648

W-29

#2

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2405.92 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JANUARY 30, 2001 FOR THE PAY PERIOD ENDING JANUARY 15, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4911.16		18.53	TEY GROSS EARNINGS
	72.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 72.00
TOTAL TAXABLE COMPENSATION =====> 4929.69

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	377.12	694.73	4929.69	
RR TIER II	241.56	444.99	4929.69	
FED INC TX	692.15	1221.66	3943.75	7265.13
MO INC TX	203.00	369.00	3943.75	

TOTAL TAXES TAKEN ==> 1513.83

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	985.94	BLE #609	96.00

TOTAL PRE-TAX DEDUCTIONS ==> 985.94
TOTAL MISC. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4929.69
PRE-TAX DEDUCTIONS	985.94-
FEDERAL TAXABLE GROSS	3943.75
TAXES TAKEN	1513.83-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	72.00
NET AMOUNT	2405.92

PERSONNEL ACCOUNTING
CONTROL NBR 5706274

W-30

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2349.53 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON FEBRUARY 15 2001 FOR THE PAY PERIOD ENDING JANUARY 31, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4672.42			TEY GROSS EARNINGS
	66.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 66.00
TOTAL TAXABLE COMPENSATION =====> 4672.42

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	357.44	1052.17	4672.42	
RR TIER II	228.95	673.94	4672.42	
FED INC TX	634.52	1856.15	3737.94	11003.07
MO INC TX	191.00	560.00	3737.94	

TOTAL TAXES TAKEN ==: 1411.91

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	934.48	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS => 934.48
TOTAL MISC. DEDUCTIONS ===> 42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	4672.42
PRE-TAX DEDUCTIONS	934.48-
FEDERAL TAXABLE GROSS	3737.94
TAXES TAKEN	1411.91-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	66.00
NET AMOUNT	2349.53

PERSONNEL ACCOUNTING
CONTROL NBR 5747327

W-31

#4

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2089.15 WILL BE DEPOSITED IN YOUR ESIGNATED ACCOUNT NUMBER, 1421395 ON FEBRUARY 28, 2001 FOR THE PAY PERIOD ENDING FBRUARY 15, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4157.71			TEY GROSS EARNINGS
	66.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 66.00
TOTAL TAXABLE COMPENSATION =====> 4157.71

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	318.07	1370.24	4157.71	
RR TIER II	203.73	877.67	4157.71	
FED INC TX	519.22	2375.40	3326.17	14329.24
MO INC TX	166.00	726.00	3326.17	

TOTAL TAXES TAKEN ==> 1207.02

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	831.54	BLE #609	96.00

TOTAL PRE-TAX DEDUCTIONS ==> 831.54
TOTAL MISC. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4157.71
PRE-TAX DEDUCTIONS	831.54-
FEDERAL TAXABLE GROSS	3326.17
TAXES TAKEN	1207.02-
MISCELLANEOUS DEDUCTION	96.00-
NON-TAXABLE ALLOWANCE	66.00
NET AMOUNT	2089.15

PERSONNEL ACCOUNTING
CONTROL NBR 5779699

W-32

#2

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $1650.54 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON MARCH 15, 2001 FOR THE PAY PERIOD ENDING FEBRUARY 28, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	2970.87			TEY GROSS EARNINGS
	60.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 60.00
TOTAL TAXABLE COMPENSATION =====> 2970.87

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	227.27	1597.51	2970.87	
RR TIER II	145.57	1023.24	2970.87	
FED INC TX	261.82	2637.22	2376.70	16705.94
MO INC TX	109.00	835.00	2376.70	

TOTAL TAXES TAKEN ==> 743.66

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	594.17	INS LE&C MUT PR(	42.50

TOTAL PRE-TAX DEDUCTIONS => 54.17
TOTAL MISC. DEDUCTIONS ===> 2.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	2970.87
PRE-TAX DEDUCTIONS	594.17-
FEDERAL TAXABLE GROSS	2376.70
TAXES TAKEN	743.66-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	60.00
NET AMOUNT	1650.54

PERSONNEL ACCOUNTING
CONTROL NBR 581112

W-33

#6

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2231.81 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON MARCH 30, 2001 FOR THE PAY PERIOD ENDING MARCH 15, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4527.64			TEY GROSS EARNINGS
	60.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 60.00
TOTAL TAXABLE COMPENSATION =====> 4527.64

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	346.36	1943.87	4527.64	
RR TIER II	221.85	1245.09	4527.64	
FED INC TX	602.09	3239.31	3622.11	20328.05
MO INC TX	184.00	1019.00	3622.11	

TOTAL TAXES TAKEN ==> 1354.30

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	905.53	BLE #609	96.00

TOTAL PRE-TAX DEDUCTIONS ==> 905.53
TOTAL MISC. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4527.64
PRE-TAX DEDUCTIONS	905.53-
FEDERAL TAXABLE GROSS	3622.11
TAXES TAKEN	1354.30-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	60.00
NET AMOUNT	2231.81

PERSONNEL ACCOUNTING CONTROL NBR 5853817

W-34

#7

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2131.27 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON APRIL 12, 2001 FOR THE PAY PERIOD ENDING MARCH 31, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS	PREV PERIOD ADJ MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4114.69				TEY GROSS EARNINGS
	72.00				NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 72.00
TOTAL TAXABLE COMPENSATION =====> 4114.69

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	314.77	2258.64	4114.69	
RR TIER II	201.62	1446.71	4114.69	
FED INC TX	509.59	3748.90	3291.75	23619.80
MO INC TX	164.00	1183.00	3291.75	

TOTAL TAXES TAKEN ==> 1189.98

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	822.94	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS => 822.94
TOTAL MISC. DEDUCTIONS ===> 42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	4114.69
PRE-TAX DEDUCTIONS	822.94-
FEDERAL TAXABLE GROSS	3291.75
TAXES TAKEN	1189.98-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	72.00
NET AMOUNT	2131.27

PERSONNEL ACCOUNTING CONTROL NBR 5895830

W-35

#8

** PERSONAL AND CONFIDENTIAL **
J R SNYDER
530 E.WINNER RD.APT.4B
NDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

TH AMOUNT OF $2054.19 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON APRIL 30, 2001 FOR THE PAY PERIOD ENDING APRIL 15, 2001.

TH FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	AMOUNT	PREV PERIOD ADJ HRS MIN	AMOUNT	DESCRIPTION	
	4235.4			TEY GROSS EARNINGS	
				TOTAL TAXABLE COMPENSATION ======> 4235.49	

TAX INFORMATION				
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	32.01	2582.65	4235.49	
RR TIER II	20.54	1654.25	4235.49	
FED INC TX	53.65	4285.55	3388.39	27008.19
MO INC TX	17.00	1353.00	3388.39	
TOTAL TAXES TAKEN ==>		1238.20		

MISCELLANEOUS DEDUCTIONS			
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	847.10	BLE #609	96.00
TOTAL PRE-TAX DEDUCTIONS =>			847.10
TOTAL MISC. DEDUCTIONS ===>			96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4235.49
PRE-TAX DEDUCTIONS	847.10-
FEDERAL TAXABLE GROSS	3388.39
TAXES TAKEN	1238.20-
MISCELLANEOUS DEDUCTIONS	96.00-
NET AMOUNT	2054.19

PERSONNEL ACCOUNTING CONTROL NBR 5928600

W-36

#9

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4E
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2100.46 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON MAY 15, 2001 FOR THE PAY PERIOD NDING APRIL 30, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTIO
	4217.23			TEY GROSS ARNINGS

TOTAL TAXABLE COMPENSATION =====> 427.23

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROS:
RR TIER I	322.62	2905.27	4217.23	
RR TIER II	206.65	1860.90	4217.23	
FED INC TX	532.55	4818.10	3373.78	30381.7
MO INC TI	169.00	1522.00	3373.78	

TOTAL TAXES TAKEN ==> 1230.82

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	843.45	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS => 843.45
TOTAL MISC. DEDUCTIONS ===> 42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	4217.23
PRE-TAX DEDUCTIONS	843.45-
FEDERAL TAABLE GROSS	3373.78
TAXES TAKE	1230.82-
MISCELLANEOUS DEDUCTIONS	42.50-
NET AMOUN	2100.46

PERSONNEL ACCOUNTING
CONTROL NBR 5970711

W-37

#10

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2031.83 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON MAY 30, 2001 FOR THE PAY PERIOD ENDING MAY 15, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4074.87			TEY GROSS EARNINGS
	42.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 42.00
TOTAL TAXABLE COMPENSATION ======> 4074.87

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	311.74	3217.01	4074.87	
RR TIER II	199.66	2060.56	4074.87	
FED INC TX	500.67	5318.77	3259.90	33641.87
MO INC TX	162.00	1684.00	3259.90	

TOTAL TAXES TAKEN ==> 1174.07

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	814.97	BLE #609	96.00

TOTAL PRE-TAX DEDUCTIONS => 814.97
TOTAL MISC. DEUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4074.87
PRE-TAX DEDUCTIONS	814.97-
FEDERAL TAXABLE GROSS	3259.90
TAXES TAKEN	1174.07-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	42.00
NET AMOUNT	2031.83

PERSONNEL ACCOUNTING CONTROL NBR 6003542

W-38

3187.48 11

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2383.58 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JUNE 15, 2001 FOR THE PAY PERIOD ENDING MAY 31, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4787.94			TEY GROSS EARNINGS
	54.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 54.00
TOTAL TAXABLE COMPENSATION =====> 4787.94

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	366.27	3583.28	4787.94	
RR TIER II	234.61	2295.17	4787.94	
FED INC TX	660.39	5979.16	3830.35	37472.22
MO INC TX	197.00	1881.00	3830.35	

TOTAL TAXES TAKEN ==> 1458.27

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	957.59	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS => 957.59
TOTAL MISC. DEDUCTIONS ===> 42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	4787.94
PRE-TAX DEDUCTIONS	957.59-
FEDERAL TAXABLE GROSS	3830.35
TAXES TAKEN	1458.27-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	54.00
NET AMOUNT	2383.58

PERSONNEL ACCOUNTING
CONTROL NBR 6045518

W-37

12

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2003.79 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JUNE 29, 2001 FOR THE PAY PERIOD ENDING JUNE 15, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	COMPENSATION PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4005.97			TEY GROSS EARNINGS
	42.00			NON TAXABLE MEALS
				TOTAL NON-TAXABLE ALLOWANCE ====> 42.00
				TOTAL TAXABLE COMPENSATION =====> 4005.97

TAX INFORMATION DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	306.46	3889.74	4005.97	
RR TIER II	196.30	2491.47	4005.97	
FED INC TX	485.23	6464.39	3204.78	40677.00
MO INC TX	159.00	2040.00	3204.78	
TOTAL TAXES TAKEN ==>		1146.99		

MISCELLANEOUS DEDUCTIONS DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	801.19	BLE #609	96.00
TOTAL PRE-TAX DEDUCTIONS =>			801.19
TOTAL MISC. DEDUCTIONS ===>			96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4005.97
PRE-TAX DEDUCTIONS	801.19-
FEDERAL TAXABLE GROSS	3204.78
TAXES TAKEN	1146.99-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	42.00
NET AMOUNT	2003.79

PERSONNEL ACCOUNTING CONTROL NBR 6078322

W-40

FF D

** PERSONAL AID CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $1538.40 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JULY 13, 2001 FOR THE PAY PERIOD ENDING JUNE 30, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION						
CURRENT PERIOD			PREV PERIOD ADJ			
HRS	MIN	AMOUNT	HRS	MIN	AMOUNT	DESCRIPTION
		2991.28				TEY GROSS EARNINGS
		12.00				NON TAXABLE MEALS
		7.94				NON TAXABLE OTHER
						TOTAL NON-TAXABLE ALLOWANC ====> 19.94
						TOTAL TAXABLE COMPENSATIOI :====> 2991.28

TAX INFORMATION				
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROS	YTD GROSS
RR TIER I	228.83	4118.57	299[illegible]	
RR TIER II	146.57	2638.04	299[illegible]	
FED INC TX	330.66	6795.05	266[illegible]	43337.53
MO INC TX	126.00	2166.00	266[illegible]	
TOTAL TAXES TAKEN ==>		832.0		

MISCELLANEOUS DEDUCTIONS			
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	330.75	AFTER TAX 401-K	267.51
INS LE&C MUT PRO	42.50		
TOTAL PRE-TAX DEDUCTIONS =>			330.75
TOTAL MISC. DEDUCTIONS ===>			310.01

TOTALS	AMOUNT
TAXABLE COMPENSATION	2991.28
PRE-TAX DEDUCTIONS	330.75-
FEDERAL TAXABLE GROSS	2660.53
TAXES TAKEN	832.06-
MISCELLANEOUS DEDUCTIONS	310.01-
NON-TAXABLE ALLOWANCE	19.94
NET AMOUNT	1538.40

PERSONNEL ACCOUNTING
CONTROL NBR 6120334

W-41

#14

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $1337.47 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JULY 30, 2001 FOR THE PAY PERIOD ENDING JULY 15, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	2817.76			TEY GROSS EARNINGS
	42.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 42.00
TOTAL TAXABLE COMPENSATION =====> 2817.76

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	215.56	4334.13	2817.76	
RR TIER II	138.07	2776.11	2817.76	
FED INC TX	373.11	7168.16	2817.76	46155.29
MO INC TX	136.00	2302.00	2817.76	

TOTAL TAXES TAKEN ==> 862.74

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	63.55	BLE #609	96.00

TOTAL MIC. DEDUCTIONS ===> 659.55

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	2817.76
TAXES TAKEN	862.74-
MISCELLANEOUS DEDUCTIONS	659.55-
NON-TAXABLE ALLOWANCE	42.00
NET AMOUNT	1337.47

PERSONNEL ACCOUNTING CONTROL NBR 6152953

W-42

#15

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2065.61 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON AUGUST 15, 2001 FOR THE PAY PERIOD ENDING JULY 31, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4515.12			TEY GROSS EARNINGS
	60.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 60.00
TOTAL TAXABLE COMPENSATION =====> 4515.12

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	345.41	4679.54	4515.12	
RR TIER II	149.19	2925.30	3044.71	
FED INC TX	831.39	7999.55	4515.12	50670.41
MO INC TX	238.00	2540.00	4515.12	

TOTAL TAXES TAKEN ==> 1563.99

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	903.02	INS LE&C MUT PRO	42.50

TOTAL MISC. DEDUCTIONS ===> 945.52

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4515.12
TAXES TAKEN	1563.99-
MISCELLANEOUS DEDUCTIONS	945.52-
NON-TAXABLE ALLOWANCE	60.00
NET AMOUNT	2065.61

PERSONNEL ACCOUNTING CONTROL NBR 6195008

W-43

#10

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2168.77 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON AUGUST 30, 2001 FOR THE PAY PERIOD ENDING AUGUST 15, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4564.69			TEY GROSS EARNINGS
	48.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 48.00
TOTAL TAXABLE COMPENSATION =====> 4564.69

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	349.20	5028.74	4564.69	
RR TIER II		2925.30		
FED INC TX	844.78	8844.33	4564.69	55235.10
MO INC TX	241.00	2781.00	4564.69	

TOTAL TAXES TAKEN ==> 1434.98

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	912.94	BLE #609	96.00

TOTAL MISC. DEDUCTIONS ===> 1008.94

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4564.69
TAXES TAKEN	1434.98-
MISCELLANEOUS DEDUCTIONS	1008.94-
NON-TAXABLE ALLOWANCE	48.00
NET AMOUNT	2168.77

PERSONNEL ACCOUNTING
CONTROL NBR 6227658

W-44

#11

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2274.04 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON SEPTEMBER 14, 2001 FOR THE PAY PERIOD ENDING AUGUST 31, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4619.29			TEY GROSS EARNINGS
	78.00			NON TAXABLE MEALS

TOTAL NONN-TAXABLE ALLOWANCE ====> 78.00
TOTAL TAXXABLE COMPENSATION =====> 4619.29

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	353.37	5382.11	4619.29	
RR TIER II		2925.30		
FED INC TX	859.52	9703.85	4619.29	59854.39
MO INC TX	244.00	3025.00	4619.29	

TOTAL TAXES TAKEN ==> 1456.89

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	923.86	INS LE&C MUT PRO	42.50

TOTAL MISC. DEDUCTIONS ===> 966.36

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4619.29
TAXES TAKEN	1456.89-
MISCELLANEOUS DEDUCTIONS	966.36-
NON-TAXABLE ALLOWANCE	78.00
NET AMOUNT	2274.04

PERSONNEL ACCOUNTING CONTROL NBR 6269776

W-45

#18

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2103.09 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON SEPTEMBER 2, 2001 FOR THE PAY PERIOD ENDING SEPTEMBER 15, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4351.49			TEY GROSS EARNINGS
	66.00			NON TAXABLE MEALS
				TOTAL NON-TAXABLE ALLOWANCE ====> 66.00
				TOTAL TAXABLE COMPENSATION =====> 4351.49

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	332.89	5715.0	4351.49	
RR TIER II		2925.3		
FED INC TX	787.21	10491.6	4351.49	64205.88
MO INC TX	228.00	3253.0	4351.49	
TOTAL TAXES TAKEN =>		1348.10		

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	870.30	BLE #609	96.00
TOTAL MISC. DEDUCTIONS ===>			966.30

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4351.49
TAXES TAKEN	1348.10-
MISCELLANEOUS DEDUCTIONS	966.30-
NON-TAXABLE ALLOWANCE	66.00
NET AMOUNT	2103.09

PERSONNEL ACCOUNTING CONTROL NBR 6302502

W-46

#19

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2053.26 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON OCTOBER 15, 2001 FOR THE PAY PERIOD ENDING SEPTEMBER 30, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS	CURRENT PERIOD MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS	PREV PERIOD ADJ MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
		4072.91				TEY GROSS EARNINGS
		72.00				NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 72.00
TOTAL TAXABLE COMPENSATION =====> 4072.91

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	311.57	6026.57	4072.91	
RR TIER II		2925.30		
FED INC TX	712.00	11203.06	4072.91	68278.79
MO INC TX	211.00	3464.00	4072.91	

TOTAL TAXES TAKEN ==> 1234.57

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TX 401-K	814.58	INS LE&C MUT PRO	42.50

TOTAL MISC. DEDUCTIONS ===> 857.08

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4072.91
TAXES TAKEN	1234.57-
MISCELLANEOUS DEDUCTIOS	857.08-
NON-TAXABLE ALLOWANCE	72.00
NET AMOUNT	2053.26

PERSONNEL ACCOUNTING
CONTROL NBR 6344610

W-47

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2512.23 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON OCTOBER 30, 2001 FOR THE PAY PERIOD ENDING OCTOBER 15, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4901.53			TEY GROSS EARNINGS
	60.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 60.00
TOTAL TAXABLE COMPENSATION =====> 4901.53

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	171.59	6198.16	1621.21	
RR TIER II		2925.30		
FED INC TX	940.40	12143.46	4901.53	73180.32
MO INC TX	261.00	3725.00	4901.53	

TOTAL TAXES TAKEN ==> 1372.99

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	980.31	BLE #609	96.00

TOTAL MISC. DEDUCTIONS ===> 105.31

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4901.53
TAXES TAKEN	1372.99-
MISCELLANEOUS DEDUCTIONS	1076.31-
NON-TAXABLE ALLOWANCE	60.00
NET AMOUNT	2512.23

PERSONNEL ACCOUNTING
CONTROL NBR 637344

W-48

#21

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2336.34 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON NOVEMBER 15, 2001 FOR THE PAY PERIOD ENDING OCTOBER 31, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4167.12			TEY GROSS EARNINGS
	60.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 60.00
TOTAL TAXABLE COMPENSATION =====> 4167.12

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	60.43	6258.59		
RR TIER II		2925.30		
FED INC TX	737.43	12880.89	4167.12	77347.44
MO INC TX	217.00	3942.00	4167.12	

TOTAL TAXES TAKEN ==> 1014.86

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	833.42	INS LE&C MUT PRO	42.50

TOTAL MISC. DEDUCTIONS ===> 875.92

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4167.12
TAXES TAKEN	1014.86-
MISCELLANEOUS DEDUCTIONS	875.92-
NON-TAXABLE ALLOWANCE	60.00
NET AMOUNT	2336.34

PERSONNEL ACCOUNTING
CONTROL NBR 6419569

W-49

#22

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2315.23 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON NOVEMBER 30, 2001 FOR THE PAY PERIOD ENDING NOVEMBER 15, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION	
	4210.55			TEY GROSS EARNINGS	
	72.00			NON TAXABLE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE ====>	72.00
				TOTAL TAXABLE COMPENSATION =====>	4210.55

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	61.05	6319.64			AFTER TAX 401-K	842.11	BLE #609	96.00
RR TIER II		2925.30						
FED INC TX	749.16	13630.05	4210.55	81557.99				
MO INC TX	219.00	4161.00	4210.55					
					TOTAL MISC. DEDUCTIONS ===>			938.11
TOTAL TAXES TAKEN ==>		1029.21						

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4210.55
TAXES TAKEN	1029.21-
MISCELLANEOUS DEDUCTIONS	938.11-
NON-TAXABLE ALLOWANCE	72.00
NET AMOUNT	2315.23

PERSONNEL ACCOUNTING CONTROL NBR 6452508

W-50

#23

** PERSONAL AND CONFIDENTIAL **
) R SNYDER
530 E.WINNER RD.APT.4B
NDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210

TH AMOUNT OF $2358.05 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 N DECEMBER 14, 2001 FOR THE PAY PERIOD ENDING NOVEMBER 30, 2001.

TH FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION	
	4215.6			TIEY GROSS EARNINGS	
	60.0			NCON TAXABLE MEALS	
				TOTL NON-TAXABLE ALLOWANCE ===>	60.00
				TOTL TAXABLE COMPENSATION ===>	4215.06

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	4.12	6380.76			AFTER TAX 401-K	843.01	INS LE&C MUT PRO	42.50
RR TIER II		2925.30						
FED INC TX	75.38	14380.43	4215.06	85773.05				
MO INC TX	22.00	4381.00	4215.06					
					TOTAL MISC. DEDUCTIONS ===>			885.51
TOTAL AXES TAKEN ==>		1031.50						

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4215.06
TAXES TAKEN	1031.50-
MISCELLANEOUS DEDUCTIONS	885.51-
NON-TAXABLE ALLOWANCE	60.00
NET AMOUNT	2358.05

PERSONNEL ACCOUNTING
CONTROL NBR 6494642

W-51

#23

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.-B
INDEPENDENCE MO 6405[illegible]

UNION PACIFIC RAILROAD
EMPLOYEE ID: 042210
THE AMOUNT OF $2358.05 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON DECEMBER 14, 2001 FOR THE PAY PERIOD ENDING NOVEMBER 30, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4215.06			TEY GROS EARNINGS
	60.00			NON TAXALE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 60.00
TOTAL TAXABLE COMPENSATION ====> 4215.06

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROS
RR TIER I	61.12	6380.76		
RR TIER II		2925.30		
FED INC TX	750.38	14380.43	4215.06	8577.05
MO INC TX	220.00	4381.00	4215.06	

TOTAL TAXES TAKEN ==> 1031.50

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	843.01	INS LE&C MUT PRO	42.50

TOTAL MISC. DEDUCTIONS ===> 885.51

TOTAL	AMOUNT
FEDERAL TAXABLE GROSS	4215.06
TAXES TAEN	1031.50-
MISCELLANEOUS DEDUCTIONS	885.51-
NON-TAXALE ALLOWANCE	60.00
NET AMOUT	2358.05

PERSONNEL ACCOUNTING
CONTROL NBR 6494642

W-52

#24
worked 247 days

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2620.14 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON DECEMBER 28, 2001 FOR THE PAY PERIOD ENDING DECEMBER 15, 2001

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4947.64			TEY GROSS EARNINGS
	48.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 48.00
TOTAL TAXABLE COMPENSATION =====> 4947.64

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	71.74	6452.50		
RR TIER II		2925.30		
FED INC TX	954.23	15334.66	4947.64	90720.69
MO INC TX	264.00	4645.00	4947.64	

TOTAL TAXES TAKEN ==> 1289.97

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	989.53	LE #609	96.00

TOTAL MISC. DEDUCTIONS ===> 1085.53

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4947.64
TAXES TAKEN	1289.97-
MISCELLANEOUS DEDUCTIONS	1085.53-
NON-TAXABLE ALLOWANCE	48.00
NET AMOUNT	2620.14

PERSONNEL ACCOUNTING
CONTROL NBR 6526977

W-53

#1
2002

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2035.82 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JANUARY 15, 2002 FOR THE PAY PERIOD ENDING DECEMBER 31, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	3816.79			TEY GROSS EARNINGS
	54.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 54.00
TOTAL TAXABLE COMPENSATION =====> 3816.79

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	291.98	291.98	3816.79	
RR TIER II	187.02	187.02	3816.79	
FED INC TX	400.11	400.11	3053.43	3053.43
MO INC TX	150.00	150.00	3053.43	

TOTAL TAXES TAKEN ==> 1029.11

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	763.36	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS => 763.36
TOTAL MISC. DEDUCTIONS ===> 42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	3816.79
PRE-TAX DEDUCTIONS	763.36-
FEDERAL TAXABLE GROSS	3053.43
TAXES TAKEN	1029.11-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	54.00
NET AMOUNT	2035.82

PERSONNEL ACCOUNTING
CONTROL NBR 6568260

W-54

2002

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2898.29 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JANUARY 30, 2002 FOR THE PAY PERIOD ENDING JANUARY 15, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4865.29		1167.41	TEY GROSS EARNINGS
	60.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 60.00
TOTAL TAXABLE COMPENSATION =====> 6032.70

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	461.51	753.49	6032.70	
RR TIER II	295.61	482.63	6032.70	
FED INC TX	878.75	1278.86	4826.16	7879.59
MO INC TX	256.00	406.00	4826.16	

TOTAL TAXES TAKEN ==> 1891.87

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	1206.54	BLE #609	96.00

TOTAL PRE-TAX DEDUCTIONS ==> 1206.54
TOTAL MISC. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	6032.70
PRE-TAX DEDUCTIONS	1206.54-
FEDERAL TAXABLE GROSS	4826.16
TAXES TAKEN	1891.87-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	60.00
NET AMOUNT	2898.29

PERSONNEL ACCOUNTING
CONTROL NBR 6600530

W-55

#3
2002

** PERSONAL AND CONFIDENTIAL **
[illegible] SNYDER
[illegible]50 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2146.84 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON FEBRUARY 15, 2002 FOR THE PAY PERIOD ENDING JANUARY 31, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD		PREV PERIOD ADJ			
HRS MIN	AMOUNT	HRS MIN	AMOUNT	DESCRIPTION	
	4085.08			TEY GROSS EARNINGS	
	54.00			NON TAXABLE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE ====>	54.00
				TOTAL TAXABLE COMPENSATION =====>	4085.08

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHLD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	312.09	1065.99	4085.08		PRETAX 401-K	817.02	INS LE&C MUT PRO	42.50
RR TIER II	200.55	682.79	4085.08					
FED INC TX	456.66	1736.92	3268.06	11147.65			TOTAL PRE-TAX DEDUCTIONS =>	817.02
MO INC TX	162.00	568.00	3268.06				TOTAL MISC. DEDUCTIONS ===>	42.50
TOTAL TAXES TAKEN ==>		1132.72						

TOTALS	AMOUNT
TAXABLE COMPENSATION	4085.08
PRE-TAX DEDUCTIONS	817.02-
FEDERAL TAXABLE GROSS	3268.06
TAXES TAKEN	1132.72-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	54.00
NET AMOUNT	2146.84

PERSONNEL ACCOUNTING CONTROL NBR 6642161

W-56

#4

** PERSONAL AND CONFIDEITIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 00422:
THE AMOUNT OF $2297.21 WILL BE DEPOSITE IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON FEBRUARY 28, 2002 FOR THE PAY PERIO ENDING FEBRUARY 15, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANACTION:

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	COMPENSATION DESCRIPTION
	4523.22			TEY GROSS EARNINGS
	78.00			NON TAXABLE MALS
				TOTAL NON-TAXABLE ALLOWANCE ====> 78.0
				TOTAL TAXABLE COMPENSATION =====> 4523.22

TAX INFORMATION DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	366.03	1412.02	4523.22	
RR TIER II	221.64	904.43	4523.22	
FED INC TX	552.70	2289.62	3618.58	14766.23
MO INC TX	183.00	751.00	3618.58	
TOTAL TAXES TAKEN ==>		1303.37		

MISCELLANEOUS DEDUCTIONS DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	904.64	BLE #609	96.00
TOTAL PRE-TAX DEDUCTIONS =>			904.64
TOTAL MISC. DEDUCTIONS ===>			96.00

TOTALS	AMOUNT
TAXABLE COMPHSATION	4523.22
PRE-TAX DEDUCTIONS	904.64-
FEDERAL TAXALE GROSS	3618.58
TAXES TAKEN	1303.37-
MISCELLANEOU. DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	78.00
NET AMOUNT	2297.21

PERSONNEL ACCOUNTING
CONTROL NBR 6674540

W-57

#5

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $1926.72 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBR.
1421395 ON MARCH 15, 2002 FOR THE PAY PERIOD ENDING FEBRUARY 28, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	3550.51			TEY GROSS EARNINGS
	54.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE =====> 54.00
TOTAL TAXABLE COMPENSATION ======> 3550.51

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	271.61	1683.63	3550.51	
RR TIER II	173.98	1078.41	3550.51	
FED INC TX	342.60	2632.22	2840.41	17606.64
MO INC TX	137.00	888.00	2840.41	

TOTAL TAXES TAKEN ==> 925.19

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	710.10	INS LEC MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS => 710.10
TOTAL MISC. DEDUCTION ===> 42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	3550.51
PRE-TAX DEDUCTIONS	710.10-
FEDERAL TAXABLE GROSS	2840.41
TAXES TAKEN	925.19-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	54.00
NET AMOUNT	1926.72

PERONNEL ACCOUNTING
CONTOL NBR 6716337

W-58

#16

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2317.91 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON MARCH 28, 2002 FOR THE PAY PERIOD ENDING MARCH 15, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4679.60			TEY GROSS EARNINGS
	60.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 60.00
TOTAL TAXABLE COMPENSATION =====> 4679.60

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	357.99	2041.62	4679.60	
RR TIER II	229.30	1307.71	4679.60	
FED INC TX	586.48	3218.70	3743.68	21350.32
MO INC TX	191.00	1079.00	3743.68	

TOTAL TAXES TAKEN ==> 1364.77

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	935.92	BLE #609	121.00

TOTAL PRE-TAX DEDUCTIONS ==> 935.92
TOTAL MISC. DEDUCTIONS ===> 121.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4679.60
PRE-TAX DEDUCTIONS	935.92-
FEDERAL TAXABLE GROSS	3743.68
TAXES TAKEN	1364.77-
MISCELLANEOUS DEDUCTIONS	121.00-
NON-TAXABLE ALLOWANCE	60.00
NET AMOUNT	2317.91

PERSONNEL ACCOUNTING CONTROL NBR 6748958

W-59

#1

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2092.51 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON APRIL 15, 2002 FOR THE PAY PERIOD ENDING MARCH 31, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4027.73			TEY GROSS EARNINGS
	24.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 24.00
TOTAL TAXABLE COMPENSATION =====> 4027.73

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	308.13	2349.75	4027.73	
RR TIER II	197.36	1505.07	4027.73	
FED INC TX	445.68	3664.38	3222.18	24572.50
MO INC TX	160.00	1239.00	3222.18	

TOTAL TAXES TAKEN ==> 1111.17

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	805.55	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS ==> 805.55
TOTAL MISC. DEDUCTIONS ===> 42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	4027.73
PRE-TAX DEDUCTIONS	805.55-
FEDERAL TAXABLE GROSS	3222.18
TAXES TAKEN	1111.17-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	24.00
NET AMOUNT	2092.51

PERSONNEL ACCOUNTING
CONTROL NBR 6790993

W-60

#8

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2048.81 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 142195 ON APRIL 30, 2002 FOR THE PAY PERIOD ENDING APRIL 15, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS MIN	AMOUNT	PREV PERIOD ADJ HRS MIN	AMOUNT	DESCRIPTION
	4171.18			TEY GROSS EARNINGS
	TOTAL TAXABLE COMPENSATION =====>		4171.18	

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	319.09	2668.84	4171.18	
RR TIER II	206.38	1709.45	4171.18	
FED INC TX	476.66	4141.04	3336.94	27909.44
MO INC TX	167.00	1406.00	3336.94	
TOTAL TAXES TAKEN ==>	1167.13			

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	834.24	BLE #609	121.00
TOTAL PRE-TAX DEDUCTIONS =>			834.24
TOTAL MISC. DEDUCTIONS ===>			121.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4171.18
PRE-TAX DEDUCTIONS	834.24-
FEDERAL TAXABLE GROSS	3336.94
TAXES TAKEN	1167.13-
MISCELLANEOUS DEDUCTIONS	121.00-
NET AMOUNT	2048.81

PERSONNEL ACCOUNTING
CONTROL NBR 6823775

W-61

#9

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT 4B
INDEPENDENCE MO 6405

UNION PACIFIC RAILROAD
EMPLOYEE ID 0042210
THE AMOUNT OF $2002.29 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON MAY 15, 2002 FOR THE PAY PERIOD ENDING APRIL 30, 2002.

THE FOLLOWING IS AN ACCOUNT OF THE TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS	MIN	AMOUNT	PREV PERIOD ADJ HRS MIN	AMOUNT	DESCRIPTION
		3837.47			TEY GROSS EARNINGS
		12.00			NON TAABLE MEALS
					TOTAL NON-TAXABLE ALLOWANCE ====> 12.00
					TOTAL TAXABLE COMPENSATION =====> 3837.47

TAX INFORMATION				
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	TD GOSS
RR TIER I	293.57	2962.41	3837.47	
RR TIER II	188.04	1897.49	3837.47	
FED INC TX	404.58	4545.62	3069.98	3079.42
MO INC TX	151.00	1557.00	3069.98	
TOTAL TAXES TAKEN ==> 1037.19				

MISCELLANEOUS DEDUCTIONS			
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	767.49	INS LE&C MUT PRO	42.50
TOTAL PRE-TAX DEDUCTIONS ==> 767.49			
TOTAL MISC. DEDUCTIONS ===> 42.50			

TOTALS	AMOUNT
TAXABLE COMPENSATION	3837.47
PRE-TA DEDUCTIONS	767.49-
FEDERAL TAXABLE GROSS	3069.98
TAXES TAKEN	1037.19-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAABLE ALLOWANCE	12.00
NET AMUNT	2002.29

PERSONNEL ACCOUNTING
CONTROL NBR 6865885

W62

#10

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2170.98 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON MAY 30, 2002 FOR THE PAY PERIOD ENDING MAY 15, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4276.29			TEY GROSS EARNINGS
	54.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 54.00
TOTAL TAXABLE COMPENSATION =====> 4276.29

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	327.14	3289.55	4276.29	
RR TIER II	209.54	2107.03	4276.29	
FED INC TX	499.37	5044.99	3421.03	34400.45
MO INC TX	172.00	1729.00	3421.03	

TOTAL TAXES TAKEN ==> 1208.05

MISCELLANEOU. DEDUCTIONS

DESCRIPTION	AMOUN	DESCRIPTION	AMOUNT
PRETAX 401-K	855.2	BLE #609	96.00

TOTAL PRE-TA DEDUCTIONS => 855.26
TOTAL MISC. DDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4276.29
PRE-TAX DEDUCTIONS	855.26-
FEDERAL TAXABLE GROSS	3421.03
TAXES TAKEN	1208.05-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	54.00
NET AMOUNT	2170.98

PERSONNEL ACCOUNTING
CONTROL NBR 6898711

W-63

#11

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2390.48 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JUNE 14, 2002 FOR THE PAY PERIOD ENDING MAY 31, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS	MIN	AMOUNT	PREV PERIOD ADJ HRS	MIN	AMOUNT	DESCRIPTION
		4651.37				TEY GROSS EARNINGS
		66.00				NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 66.00
TOTAL TAXABLE COMPENSATION =====> 4651.37

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	355.82	3645.37	4651.37	
RR TIER II	227.92	2334.95	4651.37	
FED INC TX	580.38	5625.37	3721.10	38121.55
MO INC TX	190.00	1919.00	3721.10	

TOTAL TAXES TAKEN ==> 1354.12

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	930.27	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS ==> 930.27
TOTAL MISC. DEDUCTIONS ===> 42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	4651.37
PRE-TAX DEDUCTIONS	930.27-
FEDERAL TAXABLE GROSS	3721.10
TAXES TAKEN	1354.12-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	66.00
NET AMOUNT	2390.48

PERSONNEL ACCOUNTING
CONTROL NBR 6940894

W64

#12

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2061.32 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JUNE 28, 2002 FOR THE PAY PERIOD ENDING JUNE 15, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4124.08		158.96-	TEY GROSS EARNINGS
	72.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 72.00
TOTAL TAXABLE COMPENSATION =====> 3965.12

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	303.34	3948.71	3965.12	
RR TIER II	194.29	2529.24	3965.12	
FED INC TX	432.15	6057.52	3172.10	41293.65
MO INC TX	157.00	2076.00	3172.10	

TOTAL TAXES TAKEN ==> 1086.78

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	793.02	BLE #609	96.00

TOTAL PRE-TAX DEDUCTIONS => 793.02
TOTAL MISC. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	3965.12
PRE-TAX DEDUCTIONS	793.02-
FEDERAL TAXABLE GROSS	3172.10
TAXES TAKEN	1086.78-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	72.00
NET AMOUNT	2061.32

PERSONNEL ACCOUNTING CONTROL NBR 6973652

W-2

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** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $1997.91 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JULY 15, 2002 FOR THE PAY PERIOD ENDING JUNE 30, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION	
	3753.79			TEY GROSS EARNINGS	
	66.00			NON TAXABLE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE ====>	66.00
				TOTAL TAXABLE COMPENSATION =====>	3753.79

TAX INFORMATION				
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	287.16	4373.57	3753.79	
RR TIER II	183.93	2801.37	3753.79	
FED INC TX	406.53	6950.05	3077.20	46170.85
MO INC TX	151.00	2281.00	3077.20	
TOTAL TAXES TAKEN ==>	1028.62			

MISCELLANEOUS DEDUCTIONS			
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	676.59	AFTER TAX 401-K	74.17
INS LE&C MUT PRO	42.50		
TOTAL PRE-TAX DEDUCTIONS =>			676.59
TOTAL MISC. DEDUCTIONS ===>			116.67

TOTALS	AMOUNT
TAXABLE COMPENSATION	3753.79
PRE-TAX DEDUCTIONS	676.59-
FEDERAL TAXABLE GROSS	3077.20
TAXES TAKEN	1028.62-
MISCELLANEOUS DEDUCTIONS	116.67-
NON-TAXABLE ALLOWANCE	66.00
NET AMOUNT	1997.91

PERSONNEL ACCOUNTING
CONTROL NBR 7015912

W-66

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** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $1960.78 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JULY 30, 2002 FOR THE PAY PERIOD ENDING JULY 15, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	COMPENSATION PREV PERIOD AD HRS MIN	COMPENSATION PREV PERIOD AD AMOUNT	DESCRIPTION
	4483.23			TEY GROSS EARNINGS
	54.00			NON TAXABLE MEALS
				TOTAL NON-TAXABLE ALLOWANCE ====> 54.00
				TOTAL TAXABLE COMPENSATION =====> 4483.23

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURENT GROSS	YTD GROSS
RR TIER I	342.96	4716.53	443.23	
RR TIER II	219.68	3021.05	443.23	
FED INC TX	786.16	7736.21	443.23	50654.08
MO INC TX	235.00	2516.00	443.23	
TOTAL TAXES TAKEN ==>		1583.80		

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	896.65	BLE #609	96.00
TOTAL MISC. DEDUCTIONS ===>			992.65

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4483.23
TAXES TAKEN	1583.80-
MISCELLANEOUS DEDUCTIONS	992.65-
NON-TAXABLE ALLOWANCE	54.00
NET AMOUNT	1960.78

PERSONNEL ACCOUNTING CONTROL NBR 7048705

W-67

#15

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2341.90 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON AUGUST 15, 2002 FOR THE PAY PERIOD ENDING JULY 31, 202.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	COMPENSATION PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4849.02			TEY GROSS EARNINGS
	84.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 84.00
TOTAL TAXABLE COMPENSATION =====> 4849.02

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	370.95	5087.48	4849.02	
RR TIER II	65.95	3087.00	1345.92	
FED INC TX	884.92	8621.13	4849.02	55503.10
MO INC TX	257.00	2773.00	4849.02	

TOTAL TAXES TAKEN ==> 1578.82

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-	969.80	INS LE&C MUT PRO	42.50

TOTAL MISC. DEDUCTIONS ===> 1012.30

TOTALS	AMUNT
FEDERAL TAXABLE GROSS	449.02
TAXES TAKEN	178.82-
MISCELLANEOUS DEDUCTIONS	112.30-
NON-TAXABLE ALLOWANCE	34.00
NET AMOUNT	241.90

PERSONNEL ACCOUNTING CONTROL NBR 7090968

W-68

627
4/20
2 of 4

#16

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $1171.45 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON AUGUST 30, 2002 FOR THE PAY PERIOD ENDING AUGUST 15, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS	CURRENT PERIOD AMOUNT	COMPENSATION PREV PERIOD ADJ HRS	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	3779.65			TEY GROSS EARNINGS
	78.00			NON TAXABLE MEALS
				TOTAL NON-TAXABLE ALLOWANCE ====> 78.00
				TOTAL TAXABLE COMPENSATION =====> 3779.65

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	289.15	5376.63	3779.65	
RR TIER II		3087.00		
FED INC TX	596.19	9217.32	3779.65	59282.75
MO INC TX	193.00	2966.00	3779.65	
TOTAL TAXES TAKEN ==>	1078.34			

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	1511.86	BLE #609	96.0
TOTAL MISC. DEDUCTIONS ===>			1607.86

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	3779.65
TAXES TAKEN	1078.34-
MISCELLANEOUS DEDUCTIONS	1607.86-
NON-TAXABLE ALLOWANCE	78.00
NET AMOUNT	1171.45

PERSONNEL ACCOUNTING
CONTROL NBR 7124016

W-69

#17

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $1347.68 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON SEPTEMBER 13, 2002 FOR THE PAY PERIOD ENDING AUGUST 31, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	COMPENSATION PREV PERIOD ADJ HRS MIN	COMPENSATION PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4257.84			TEY GROSS EARNINGS
	66.00			NON TAXABLE MEALS
				TOTAL NON-TAXABLE ALLOWANCE ====> 66.00
				TOTAL TAXABLE COMPENSATION =====> 4257.84

TAX INFORMATION DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	325.72	5714.51	4257.84	
RR TIER II		3087.00		
FED INC TX	725.30	9942.62	4257.84	63699.55
MO INC TX	222.00	3188.00	4257.84	
TOTAL TAXES TAKEN ==> 1273.02				

MISCELLANEOUS DEDUCTIONS DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	1703.14		
TOTAL MISC. DEDUCTIONS ===>			1703.14

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4257.84
TAXES TAKEN	1273.02-
MISCELLANEOUS DEDUCTIONS	1703.14-
NON-TAXABLE ALLOWANCE	66.00
NET AMOUNT	1347.68

PERSONNEL ACCOUNTING CONTROL NBR 7171913

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $40.72 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON SEPTEMBER 13, 2002 FOR THE PAY PERIOD ENDING AUGUST 31, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	COMPENSATION PREV PERIOD ADJ HRS MIN	COMPENSATION PREV PERIOD ADJ AMOUNT	DESCRIPTION
	158.96			TEY GROSS EARNINGS
				TOTAL TAXABLE COMPENSATION =====> 158.96

TAX INFORMATION DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	12.16	5388.79	158.96	
RR TIER II		3087.00		
FED INC TX		9217.32	158.96	59441.71
MO INC TX		2946.80	158.96	
TOTAL TAXES TAKEN ==> 12.16				

MISCELLANEOUS DEDUCTIONS DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	63.58	INS LE&C MUT PRO	42.50
TOTAL MISC. DEDUCTIONS ===>			106.08

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	158.96
TAXES TAKEN	12.16-
MISCELLANEOUS DEDUCTIONS	106.08-
NET AMOUNT	40.72

PERSONNEL ACCOUNTING CONTROL NBR 7165693

W-70

#18

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $1196.23 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON SEPTEMBER 30, 2002 FOR THE PAY PERIOD ENDING SEPTEMBER 15, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION						
CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION		
	4125.93			TEY GROSS EARNINGS		
	36.00			NON TAXABLE MEALS		
TOTAL NON-TAXABLE ALLOWANCE ====> 36.00						
TOTAL TAXABLE COMPENSATION =====> 4125.93						

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	315.64	6030.15	4125.93		AFTER TAX 401-K	1650.37	BLE 8609	96.00
RR TIER II		3087.00						
FED INC TX	689.69	10632.31	4125.93	67825.48				
MO INC TX	214.00	3402.00	4125.93					
TOTAL TAXES TAKEN ==> 1219.33					TOTAL MISC. DEDUCTIONS ===>			1746.37

TOTALS	AMOUNT	
FEDERAL TAXABLE GROSS	4125.93	
TAXES TAKEN	1219.33-	
MISCELLANEOUS DEDUCTIONS	1746.37-	
NON-TAXABLE ALLOWANCE	36.00	
NET AMOUNT	1196.23	PERSONNEL ACCOUNTING CONTROL NBR 7202499

W-71

)J11 06:01 01/068 U6906 IG50007 .ON NO199 BY TCS FROM HG26634 (=PE) OTET316

RECEIPT FOR CLAIM #: 00859089 DATE SUBMITTED: 03/09/01 06:01
LOCATION: MX283 SLIP #: 1A DATE OF CLAIM: 12/07/00
CLAIMANT(S) SSN# POS CLAIMED TRAIN/JOB GLSISL 06
)R SNYDER 428-88-2388 ENG 00130 MILES

DESCRIPTION OF CLAIM:
I CLAIM A BASIC DAY ACCT. BEING MIS-HANDLED PER KANSAS CITY HUB AGREEMENT
AND 1986 BLE AGREEMENT.IMPROPER UNDER BOTH AGREEMENTS TO BE CALLED TO WORK
INTO THE AWAY FROM HOME TERMINAL AND D.H.BACK TO HOME TERM. WHEN OTHER
RESTED CREWS ARE AVAILABLE.
EOM

W-73

UNION PACIFIC RAILROAD COMPANY

FACSIMILE TRANSMISSION

March 27, 2001

DELIVER TO:	Harold Downing	***FROM:***	Catherine Sosso
CO.: / DEPT.:		***DEPT.:***	Labor Relations
FAX:	573 893 4066	***PHONE:***	402/271-6607

PAGES TRANSMITTED: 4 plus cover sheet

COMMENTS:

Transmitting From Fax No. 402/271-4474

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CALL AS SOON AS POSSIBLE
402/271-6607

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W-72

[illegible] 01:36 01/07/0 LO29[illegible] IV911[illegible] .UN NU980 B[illegible] TIS FROM MGZA[illegible] [illegible] OTF[illegible]

5

RECEIPT FOR CLAIM #: 0176746[illegible] DATE SUBMITTED: 03/19/01 01:39
[illegible]CATION: MX12S SLIP #: 40 DATE OF CLAIM: 01/02/01
[illegible]LAIMANT(S) SSN# POS CLAIMED TRAIN/JOB CNA&W 01
SNYDER 428-88-2388 ENG 00130 MILES

[illegible]ESCRIPTION OF CLAIM:
[illegible]AIM BASIC DAYACCT. REQUIRED TO TARGET BACK TO K.C. I WAS MIS HANDLED ON B
[illegible]RD, IT IS IMPROPER TO D.H.OUT OF AWAY FROM HOME TER. WITH RESTED CREWS TH
[illegible]E.
[illegible]N

W-74

J11 01:51 01/078 U0299 IV91[illegible]4 .ON N1981 BY TCS FROM HG2[illegible]34 (=PE) OTET316

RECEIPT FOR CLAIM #: 01787462 DATE SUBMITTED: 03/19/01 01:50
LOCATION: MX125 SLIP #: 6A DATE OF CLAIM: 01/30/01

CLAIMANT(S)	SSN#	POS	CLAIMED	TRAIN/JOB AFMAS 80
R ENYDER	428-68-2588		00180 MILES	

DESCRIPTION OF CLAIM:
CLAIM A BASIC DAY. BEING MIS HANDLED .IMPROPER TO BE CALLED OUT OFAWAY
FROM HOME TER. WITH RESTED CREWS IN J.C.
DM

W-75

)11 01:53 01/07S UO300 IV91[illegible] ,ON N1982 BY TCS FROM HG2[illegible]34 (=PE) OTET316

RECEIPT FOR CLAIM #: 01787459 DATE SUBMITTED: 03/19/01 01:53
.OCATION: MX125 SLIP #: 7A DATE OF CLAIM: 02/17/01

)LAIMANT(S)	SSN#	POS	CLAIMED	TRAIN/JOB CCVIMH OS
(?NYDER	428-88-2388	?NG	001?0 MILES	

)ES CRIPTION OF CLAIM:
.AIM BASIC DAY. MIS HANDLED D2AD-HEADED OUT OF .,C. SITE RESTED CREWS THERE
)M

W-76

0J11 17:10 01/082 U2758 IG50007 .ON N7902 BY TCS FROM H991928 (=PE) OTET316

RECEIPT FOR CLAIM #: 01780795 DATE SUBMITTED: 03/23/01 17:10
LOCATION: MX125 SLIP #: 8A DATE OF CLAIM: 02/19/01

CLAIMANT(S)	SSN#	POS	CLAIMED	TRAIN/JOB
DR SNYDER	428-88-2388	ENG	00130 MILES	CNABW 17

DESCRIPTION OF CLAIM:
CLAIM A BASIC DAY ACCT.BEING MIS HANDLED PER KANSAS CITY HUB AND 1986 BLE AGREEMENT.IMPROPER UNDER BOTH TO BE CALLED TO WORK INTO AWAY FROM HOME TERM AND D.H. BACK TO HOME TERM.WHEN OTHER CREWS ARE AVAILABLE
EOM

W-77

J11 17:20 01/082 U2769 IG50007 .ON N7903 BY TCS FROM H991928

RECEIPT FOR CLAIM #: 01780768 DATE SUBMITTED: 03/23/01 17:20
LOCATION: MX125 SLIP #: 9A DATE OF CLAIM: 02/20/01

CLAIMANT(S)	SSN#	POS	CLAIMED	TRAIN/JOB
R SNYDER	428-88-2388		00130 MILES	ILADU 17

DESCRIPTION OF CLAIM:
LAIM A BASIC DAYS PAY ACCT.BEING MIS HANDLED PER K.C. HUB AND 1986 BLE
GREEMENTS.IMPROPER UNDER BOTH TO WORK INTO AWAY FROM HOME TERM.AND D.H.
ACK TO HOME TERM. WITH RESTED CREWS AVAILABLE.
OM

W-78

0J11 17:26 01/062 U2772 IG50007 .ON N7906 BY TCS FROM H991928 (=PE) OTET316

RECEIPT FOR CL__ #: 01780759 DATE SUBMITTED: 03/23__ 17:26
LOCATION: MX125 SLIP #: 11A DATE OF CLAIM: 02/24/01

CLAIMANT(S)	SSN#	POS	CLAIMED	TRAIN/JOB CSVTV 21
DR SNYDER	428-88-2388	ENG	00130 MILES	

DESCRIPTION OF CLAIM:
CLAIM A BASIC DAYS PAY ACCT.BEING MIS HANDLED PER K.C.HUB AGREEMENT AND 1986 BLE AGREEMENT.IMPROPER UNDER BOTH TO WORK INTO AWAYFROM HOME TERM.AND D.H. BACK TO HOME TERM.WITH RESTED CREWS AVAILABLE
EOM

W-19

TO BIN 53 FORM NO. 15084 UNION PACIFIC RAILROAD COMPANY PAGE17040
PAY PERIOD - 1 MAR 2001

SOC-SEC-NBR 428-88-2388 NAME D R SNYDER TIME CLAIMED NOT PAID PAY DATE 03/30/01

SLIP DATE FROM	TO	SLIP NO	TRAIN ID	DATE REC	DECLINE NUMBER	HW CD	DECLINED MLS/TM/MNY	REASON FOR DECLINATION
120700		1A	GLSISL	06	30901 AL1207900	C6	130 MILES	(MANAGEMENT/CMS MISHANDLING) THE CLAIM IS DECLINED. YOU WERE HANDLEDPROPERLY ACCORDING TO EXISTING AGREEMENTS.
121700		2A	ZSEME	14	30901 AL1217898	C6	130 MILES	(MANAGEMENT/CMS MISHANDLING) THE CLAIM IS DECLINED. YOU WERE HANDLEDPROPERLY ACCORDING TO EXISTING AGREEMENTS.
122600		3A	CATWL	24	30901 AL1226899	C6	130 MILES	(MANAGEMENT/CMS MISHANDLING) THE CLAIM IS DECLINED. YOU WERE HANDLEDPROPERLY ACCORDING TO EXISTING AGREEMENTS.
010201		4A	CNABW	01	31901 AL0102913	C6	130 MILES	(CMS VACANCY PROCEDURES)-RECORDS INDICATE THAT CMS USED THE CORRECT VACANCY PROCEDURES AND YOU HERE CALLED/NOT CALLED IN PROPER ORDER.
013001		6A	AEXAS	30	31901 AL0130914	C6	130 MILES	(CMS VACANCY PROCEDURES)-RECORDS INDICATE THAT CMS USED THE CORRECT VACANCY PROCEDURES AND YOU WERE CALLED/NOT CALLED IN PROPER ORDER.
021701		7A	CCVIMH	08	31901 AL0217915	C6	130 MILES	(CMS VACANCY PROCEDURES)-RECORDS INDICATE THAT CMS USED THE CORRECT VACANCY PROCEDURES AND YOU WERE CALLED/NOT CALLED IN PROPER ORDER.

PAID TOTALS	DECLINED TOTALS (DATED THIS PAY PERIOD)	DECLINED (DATED FOR PREVIOUS PAY PERIOD)
MILES = 1,620	MILES = 0	MILES = 780
TIME = 17 HRS 22 MINS	TIME = 0 HRS 0 MINS	TIME = 0 HRS 0 MINS
MEALS = $ 60.00	MEALS = $ 0.00	MEALS = $ 0.00

TOTAL EQUIVALENT MILES PAID = 3,726

W-80

JJ11 06:15 01/068 U6918 IG50007 .ON NOZOO BY TCS FROM HGZ6634 (=PE) OTET316

RECEIPT FOR CLAIM #: 00859485 DATE SUBMITTED: 03/09/01 06:15
LOCATION: MX125 SLIP #: ZA DATE OF CLAIM: 12/17/00
CLAIMANT(S) SSN# POS CLAIMED TRAIN/JOB ZSEME 14
R SNYDER 428-88-2388 ENG 00130 MILES

DESCRIPTION OF CLAIM:
LAIM A BASIC DAY ACCT.I WAS TOLD I WAS A TARGET CREW .TO TIE UP AT JEFF. C
TY AND CALL CMS TO D.H. BACK TO K.C. I WAS MIS HANDLED PER K.C. HUB AGREEM
NT AND 1986 BLE AGREEMENT.IMPROPER UNDER BOTH AGREEMENTS TO BE CALLED TO W
RK INTO THE AWAY FROM HOME TERM.AND D.H. BACK TO HOME TERM.WHEN OTHER REST
D CREWS ARE AVAILABLE.
OM

W-81

J11 17:31 01/082 U2775 IG50007 .ON N7907 BY TCS FROM H991928 (=PE) OTET316

RECEIPT FOR CLAIM #: 01780752 DATE SUBMITTED: 03/23/01 17:31
LOCATION: MX125 SLIP #: 12A DATE OF CLAIM: 03/16/01

CLAIMANT(S)	SSN#	POS	CLAIMED	TRAIN/JOB CNAWL 14
R SNYDER	428-88-2388		00130 MILES	

DESCRIPTION OF CLAIM:
LAIM A BASIC DAYS PAY ACCT.BEING MIS HANDLED PER K.C.HUB AGREEMENT
ND 1986 BLE AGREEMENT.IMPROPER UNDER BOTH TO WORK INTO AWAY FROM
OME TERMINAL AND D. H. BACK TO HOME TERM.WITH RESTED CREWS AVAILABLE
OM

W-82

PERSONAL STATUS INQUIRY 10/07/00 13:29C

NAME	SSN	LOC	BRD	J/C	POS	B/F	QUAL
R SNYDER	- -	MX125	RE36	KS42	ENG	P	EP

ASSIGNMENT SEN:
ENG 94/05/01 084 ROSTER-NO 353101 P
TATUS: OK

ESTED TIME: 10/06 1525

ERSONAL DAYS: ALLOWED- 11 PAID- 00 CARRIED- 00 DENIED- 00 CARRIED PAID- 00
HOLIDAYS PAID- 00

* * * SCHEDULED VACATION * * * 2000
ACATION WEEKS ALLOWED-05

01/17 - 01/23 03/27 - 04/02 04/24 - 04/30
06/26 - 07/02 08/28 - 09/03

VACATION PAID	DATE	PAID
	01/17 - 07 DAYS	$ ---.--
	03/27 - 05 DAYS	$ ---.--
	04/01 - 02 DAYS	$ ---.--
	04/22 - 07 DAYS	$ ---.--
	06/29 - 02 DAYS	$ ---.--
	07/01 - 05 DAYS	$ ---.--
	08/27 - 05 DAYS	$ ---.--
	09/01 - 02 DAYS	$ ---.--

* * * EXTRA BOARD AVAILABLE DAYS NOT WORKED * * *

* * * LAID OFF HURT DAYS * * *

REW CONSIST MILES- 0608
IMES OUT: 03
/D MSG: LIVES AT KC & JEFF
S MSG:

* * * CERTIFICATION DATA * * *

ERTIFIED (Y/N): Y CERTIFIED DATE: 05 10 99 EXP DATE: 07 18 02
LASS OF SERVICE: 1 (1-ENGINEER, 2-SERVICING ENGINEER, 3-STUDENT ENGINEER)
(4-STUDENT ENG-QUALIFIED LSE, 5-STUDENT LSE)

* * * SENIORITY * * *

ENG 94/05/01 084 ROSTER-NO 353101 P
ENG 94/05/01 009 ROSTER-NO 300101
CON 74/04/05 266 ROSTER-NO 300301
BRK 67/06/28 266 ROSTER-NO 300401
BRK 67/06/28 005 ROSTER-NO 300402
SWI 71/10/17 124 ROSTER-NO 300501
ENG 94/05/01 040 ROSTER-NO 301101
CON 74/04/05 010 ROSTER-NO 301301
BRK 71/10/17 490 ROSTER-NO 301401
SWI 71/10/17 605 ROSTER-NO 301501
ENG 94/05/01 040 ROSTER-NO 302101
ENG 94/05/01 250 ROSTER-NO 302112 P
CON 74/04/05 010 ROSTER-NO 302301
BRK 71/10/17 490 ROSTER-NO 302401

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BRK 80/03/24 642 ROSTER-NO 303401
SWI 83/07/05 028 ROSTER-NO 303501
ENG 94/05/01 040 ROSTER-NO 304101
CON 80/03/25 256 ROSTER-NO 304301                P
BRK 80/03/24 322 ROSTER-NO 304401
SWI 83/07/05 027 ROSTER-NO 304501
ENG 94/05/01 035 ROSTER-NO 305101                P
CON 80/03/25 640 ROSTER-NO 305301
BRK 80/03/24 605 ROSTER-NO 305401
ENG 94/05/01 040 ROSTER-NO 306101
CON 80/03/25 640 ROSTER-NO 306301
BRK 80/03/24 605 ROSTER-NO 306401
SWI 83/07/05 028 ROSTER-NO 306501
ENG 94/05/01 040 ROSTER-NO 307101
CON 74/04/05 010 ROSTER-NO 307301
CON 74/04/05 003 ROSTER-NO 307302
BRK 71/10/17 600 ROSTER-NO 307401
SWI 71/10/17 605 ROSTER-NO 307501
SWI 71/10/17 610 ROSTER-NO 307502
ENG 94/05/01 025 ROSTER-NO 308101
CON 71/10/16 100 ROSTER-NO 308301
BRK 67/06/28 005 ROSTER-NO 308401
SWI 71/10/17 615 ROSTER-NO 308501                D
SWI 71/10/17 605 ROSTER-NO 308502
SWI 83/07/05 027 ROSTER-NO 309501
CON 92/03/23 640 ROSTER-NO 310301
BRK 92/03/23 605 ROSTER-NO 310401
SWI 92/03/23 605 ROSTER-NO 310501
ENG 94/04/01 015 ROSTER-NO 311101
CON 74/04/05 010 ROSTER-NO 311301
BRK 71/10/17 605 ROSTER-NO 311401
ENG 94/05/01 040 ROSTER-NO 312101
SWI 83/07/05 028 ROSTER-NO 312501
SWI 71/10/17 605 ROSTER-NO 313501
SWI 71/10/17 605 ROSTER-NO 314501
SWI 71/10/17 605 ROSTER-NO 315501
SWI 71/10/17 605 ROSTER-NO 316501
ENG 94/05/01 615 ROSTER-NO 350101                P
ENG 99/01/16 383 ROSTER-NO 351101                P
ENG 99/01/16 448 ROSTER-NO 352101                P
ENG 99/01/16 472 ROSTER-NO 354101                P
ENG 99/01/16 382 ROSTER-NO 355101                P
ENG 99/01/17 382 ROSTER-NO 356101                P
ENG 99/01/16 023 ROSTER-NO 357101                P
ENG 94/05/01 022 ROSTER-NO 358101                P
ENG 99/01/17 382 ROSTER-NO 359101                P

* * * SUBDIVISIONS WORKED IN LAST 12 MONTHS * * *
    SUBDIVISION                LAST TRIP WORKED
8050-KC TERMINAL             10/06/00 00:30
0070-SEDALIA                 10/06/00 00:30
0065-JEFFERSON CITY          10/06/00 00:30
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COM

W84

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JORK HISTORY - DR SNYDER              428-88-2388    ACTIVE      REV-06/09/00 10:12 C
STATUS-OK                ASGN-MX125    MSG-'ROY' 'DOCTOR' DRU /2' CALL
CURR ASSIGN-MX283  RE36 CWEMS  ENG   ST-10/06 00:30-C TIEUP-10/06 07:25-C  AFHT-N
PERM ASSIGN-MX125  RE36 KS42   ENG P ASN DATE-05/23/00     C
ANV DT- 06/28/67        HIRE DATE- 06/28/67        BIRTH DATE- 07/18/44
RAILROAD INDICATOR-M          RADIO ID -                          CONDITION -
HOME ADDRESS-9530 E. WINNER RD. APT. 4B      INDEPENDENCE    MO  640531651
HOME PT LOC-

                        * * *       ASSIGNMENTS        * * *
REG ASSIGN-MX125  RE36 KS42 ENG P SL- 0  TEMP ASSIGN-                          SL-
          353101                                    000000
STARTS PER PERIOD-00  CCMILS-0608 RDMILS-0000 MILSPD-0000 MILSMO-0000

                              * * * OFF DAYS * * *
PERMANENT OFF DAYS-                          TEMPORARY OFF DAYS-

                              * * * PERSONAL DAYS * * * 2000
ALLOWED-11    CARRIED OVER-00    DENIED-00    PAID-00    CARRIED OVER DAYS PAID-00
CARRY OVER DAYS EXPIRATION DATE - 05/01
PERSONAL LEAVE SENIORITY DATE - 06/28/67

( * * UP PERSONAL DAYS PAID:      DATE          AMOUNT PAID

                                 * * * HOLIDAYS * * *    2000
HOLIDAYS PAID-00

                                 * * * VACATION * * *    2000

                               GROUPING-MX28321   ENG
PREVIOUS YEAR QUALIFYING DAYS:  LAID OFF HURT-NA  EXTRA BOARD-NA
VACATION WEEKS ALLOWED-05 VACATION DAYS PAID-35 VACATION WEEKS SCHEDULED-05
VACATION SENIORITY DATE - 06/28/67
ONE 52ND - $1,158.26       FIRST RATE - 1,158.26

SINGLE VACATION DAYS TAKEN/PAID-00   SINGLE VACATION DAYS RESERVED-00

VACATION SCHEDULED      01/17 - 01/23      03/27 - 04/02      04/24 - 04/30
                        06/26 - 07/02      08/28 - 09/03

VACATION PAID                  DATE                PAID
                        01/17 - 07 DAYS        $1,158.26
                        03/27 - 05 DAYS        $  827.33
                        04/01 - 02 DAYS        $  330.93
                        04/22 - 07 DAYS        $1,158.26
                        06/29 - 02 DAYS        $  330.93
                        07/01 - 05 DAYS        $  827.33
                        08/27 - 05 DAYS        $  827.33
                        09/01 - 02 DAYS        $  330.93

CURRENT YTD QUALIFYING DAYS:    LAID OFF HURT-NA  EXTRA BOARD-NA

                              * * * PERSONAL DAYS * * * 1999
ALLOWED-11    CARRIED OVER-06    DENIED-00    PAID-08    CARRIED OVER DAYS PAID-02
PERSONAL LEAVE SENIORITY DATE - 06/28/67
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W-5

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                                    01/02/99          $  145.39
                                    01/03/99          $  145.39
                                    05/03/99          $  145.
                                    05/27/99          $  145.39
                                    05/28/99          $  145.39
                                    06/04/99          $  145.39
                                    06/05/99          $  145.39
                                    09/22/99          $  150.63
                                    09/23/99          $  150.63
                                    09/24/99          $  150.63
*

                                * * * HOLIDAYS * * *     1999
HOLIDAYS PAID-00
*

                                * * * VACATION * * *     1999
*
                               GROUPING-MX28321   ENG
VACATION WEEKS ALLOWED-06 VACATION DAYS PAID-42 VACATION WEEKS SCHEDULED-06
VACATION SENIORITY DATE - 06/28/67
ONE 52ND - $1,268.62       FIRST RATE - 1,268.62
*
SINGLE VACATION DAYS TAKEN/PAID-00   SINGLE VACATION DAYS RESERVED-00
*
VACATION SCHEDULED      03/01 - 03/07      04/12 - 05/02      09/13 - 09/19
                        11/29 - 12/05
*
VACATION PAID                  DATE                  PAID
                        03/01 - 07 DAYS          $1,268.62
                        04/10 - 06 DAYS          $1,087.39
                        04/16 - 15 DAYS          $2,718.47
                        09/13 - 03 DAYS          $  543.69
                        09/16 - 04 DAYS          $  724.93
                        12/01 - 07 DAYS          $1,268.62
*
*
*                       * * *       TELEPHONES       * * *
HOME PHONES-  573-474-0627 DIS-N-    573-443-9266 DIS-N-B                DIS- -
AFHT PHONES-  MX283  816-254-7236 DIS-N-     MX283  573-443-9266 DIS-N-B
*
*                       * * *   SPECIAL CONDITIONS   * * *
            10  QUALIFIED DPU
            23  SWI QUALIFIED AS HOSTLER
*
*                       * * *   SENIORITY ROSTERS    * * *
*
PRIM QUAL     DATE      SEQ    ROSTER   PROT PR STAMP  ADDITIONAL QUALIFICATIONS
   ENG      05 01 94    084    353101     N   P        PLE
   ENG      05 01 94    009    300101     Y   J
   CON      04 05 74    266    300301     Y   B
   BRK      06 28 67    266    300401     Y   B
   BRK      06 28 67    005    300402     Y   B
   SWI      10 17 71    124    300501     Y   B
   ENG      05 01 94    040    301101     Y   J
   CON      04 05 74    010    301301     Y   B
   BRK      10 17 71    490    301401     Y   B
   SWI      10 17 71    605    301501     Y   B
   ENG      05 01 94    040    302101     Y   J
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CON	04 05 74	010	302301	Y	B		
BRK	10 17 71	400	302401	Y	B		
ENG	05 01 94	035	303101	Y	J		
CON	03 25 80	640	303301	Y	B		
BRK	03 24 80	242	303401	Y	B		
SWI	07 05 83	028	303501	Y	B		
ENG	05 01 94	040	304101	Y	J		
CON	03 25 80	256	304301	Y	B		PLT
BRK	03 24 80	322	304401	Y	B		
SWI	07 05 83	027	304501	Y	B		
ENG	05 01 94	035	305101	Y	J		PLE
CON	03 25 80	640	305301	Y	B		
BRK	03 24 80	605	305401	Y	B		
ENG	05 01 94	040	306101	Y	J		
CON	03 25 80	640	306301	Y	B		
BRK	03 24 80	605	306401	Y	B		
SWI	07 05 83	028	306501	Y	B		
ENG	05 01 94	040	307101	Y	J		
CON	04 05 74	010	307301	Y	B		
CON	04 05 74	003	307302	Y	W		
BRK	10 17 71	600	307401	Y	B		
SWI	10 17 71	605	307501	Y	B		
SWI	10 17 71	610	307502	Y	W		
ENG	05 01 94	025	308101	Y	J		
CON	10 16 71	100	308301	Y	B		
BRK	06 28 67	005	308401	Y	B		
SWI	10 17 71	615	308501	Y	B		HDR
SWI	10 17 71	605	308502	Y	B		
SWI	07 05 83	027	309501	Y	B		
CON	03 23 92	640	310301	Y	B		
BRK	03 23 92	605	310401	Y	B		
SWI	03 23 92	605	310501	Y	B		
ENG	04 01 94	015	311101	Y	J		
CON	04 05 74	010	311301	Y	B		
BRK	10 17 71	605	311401	Y	B		
ENG	05 01 94	040	312101	Y	J		
SWI	07 05 83	028	312501	Y	B		
SWI	10 17 71	605	313501	Y			
SWI	10 17 71	605	314501	Y	B		
SWI	10 17 71	605	315501	Y	B		
SWI	10 17 71	605	316501	Y	B		
ENG	05 01 94	615	350101	N	3		PLE
ENG	01 16 99	383	351101	N	S		PLE
ENG	01 16 99	448	352101	N	S		PLE
ENG	01 16 99	472	354101	N	S		PLE
ENG	01 16 99	382	355101	N	S		PLE
ENG	01 17 99	382	356101	N	S		PLE
ENG	01 16 99	023	357101	N	S		PLE
ENG	05 01 94	022	358101	N	P		PLE
ENG	01 17 99	382	359101	N	S		PLE

* * * CUTOFF LISTING * * *

LOCATION BOARD

OM

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PERSONAL STATUS INQUIRY 10/07/00 12:26C

NAME	SSN	LOC	BRD	J/C	POS	B/F	QUAL
SR SNYDER	- -	MX125	RE36	KS42	ENG	P	P

ASSIGNMENT SEN:
ENG 94/05/01 084 ROSTER-NO 353101 P
STATUS: OK

RESTED TIME: 10/06 1525

PERSONAL DAYS: ALLOWED- 11 PAID- 00 CARRIED- 00 DENIED- 00 CARRIED PAID- 00
HOLIDAYS PAID- 00

* * * SCHEDULED VACATION * * * 2000
VACATION WEEKS ALLOWED-05

01/17 - 01/23 03/27 - 04/02 04/24 - 04/30
06/26 - 07/02 08/28 - 09/03

VACATION PAID	DATE	PAID
	01/17 - 07 DAYS	$ ---.--
	03/27 - 05 DAYS	$ ---.--
	04/01 - 02 DAYS	$ ---.--
	04/22 - 07 DAYS	$ ---.--
	06/29 - 02 DAYS	$ ---.--
	07/01 - 05 DAYS	$ ---.--
	08/27 - 05 DAYS	$ ---.--
	09/01 - 02 DAYS	$ ---.--

* * * EXTRA BOARD AVAILABLE DAYS NOT WORKED * * *

* * * LAID OFF HURT DAYS * * *

CREW CONSIST MILES- 0608
TIMES OUT: 03
C/D MSG: LIVES AT KC & JEFF
PS MSG:

* * * CERTIFICATION DATA * * *

CERTIFIED (Y/N): Y CERTIFIED DATE: 05 10 99 EXP DATE: 07 18 02
CLASS OF SERVICE: 1 (1-ENGINEER, 2-SERVICING ENGINEER, 3-STUDENT ENGINEER)
(4-STUDENT ENG-QUALIFIED LSE, 5-STUDENT LSE)

* * * SENIORITY * * *

ENG 94/05/01 084 ROSTER-NO 353101 P
ENG 94/05/01 009 ROSTER-NO 300101
CON 74/04/05 266 ROSTER-NO 300301
BRK 67/06/28 266 ROSTER-NO 300401
BRK 67/06/28 005 ROSTER-NO 300402
SWI 71/10/17 124 ROSTER-NO 300501
ENG 94/05/01 040 ROSTER-NO 301101
CON 74/04/05 010 ROSTER-NO 301301
BRK 71/10/17 490 ROSTER-NO 301401
SWI 71/10/17 605 ROSTER-NO 301501
ENG 94/05/01 040 ROSTER-NO 302101
ENG 94/05/01 250 ROSTER-NO 302112 P
CON 74/04/05 010 ROSTER-NO 302301
BRK 71/10/17 400 ROSTER-NO 302401
ENG 94/05/01 035 ROSTER-NO 303101
CON 80/03/25 640 ROSTER-NO 303301
BRK 80/03/24 242 ROSTER-NO 303401
SWI 80/03/25 029 ROSTER-NO 303501

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BRK	80/03/24	322	ROSTER-NO	304401	
SWI	83/07/05	027	ROSTER-NO	304501	
ENG	94/05/01	035	ROSTER-NO	305101	
CON	80/03/25	640	ROSTER-NO	305301	
BRK	80/03/24	605	ROSTER-NO	305401	
ENG	94/05/01	040	ROSTER-NO	306101	
CON	80/03/25	640	ROSTER-NO	306301	
BRK	80/03/24	605	ROSTER-NO	306401	
SWI	83/07/05	028	ROSTER-NO	306501	
ENG	94/05/01	040	ROSTER-NO	307101	
CON	74/04/05	010	ROSTER-NO	307301	
CON	74/04/05	003	ROSTER-NO	307302	
BRK	71/10/17	600	ROSTER-NO	307401	
SWI	71/10/17	605	ROSTER-NO	307501	
SWI	71/10/17	610	ROSTER-NO	307502	
ENG	94/05/01	025	ROSTER-NO	308101	
CON	71/10/16	100	ROSTER-NO	308301	
BRK	67/06/28	005	ROSTER-NO	308401	
SWI	71/10/17	615	ROSTER-NO	308501	D
SWI	71/10/17	605	ROSTER-NO	308502	
SWI	83/07/05	027	ROSTER-NO	309501	
CON	92/03/23	640	ROSTER-NO	310301	
BRK	92/03/23	605	ROSTER-NO	310401	
SWI	92/03/23	605	ROSTER-NO	310501	
ENG	94/04/01	015	ROSTER-NO	311101	
CON	74/04/05	010	ROSTER-NO	311301	
BRK	71/10/17	605	ROSTER-NO	311401	
ENG	94/05/01	040	ROSTER-NO	312101	
SWI	83/07/05	028	ROSTER-NO	312501	
SWI	71/10/17	605	ROSTER-NO	313501	
SWI	71/10/17	605	ROSTER-NO	314501	
SWI	71/10/17	605	ROSTER-NO	315501	
SWI	71/10/17	605	ROSTER-NO	316501	
ENG	94/05/01	615	ROSTER-NO	350101	P
ENG	99/01/16	383	ROSTER-NO	351101	P
ENG	99/01/16	448	ROSTER-NO	352101	P
ENG	99/01/16	472	ROSTER-NO	354101	P
ENG	99/01/16	382	ROSTER-NO	355101	P
ENG	99/01/17	382	ROSTER-NO	356101	P
ENG	99/01/16	023	ROSTER-NO	357101	P
ENG	94/05/01	022	ROSTER-NO	358101	P
ENG	99/01/17	382	ROSTER-NO	359101	P

* * * SUBDIVISIONS WORKED IN LAST 12 MONTHS * * *

SUBDIVISION	LAST TRIP WORKED
8050-KC TERMINAL	10/06/00 00:30
0070-SEDALIA	10/06/00 00:30
0065-JEFFERSON CITY	10/06/00 00:30

OM

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ORK HISTORY - DR SNYDER          428-88-2388   ACTIVE    REV-06/09/00 10:12 C
STATUS-OK              ASGN-MX125   MSG-'ROY' 'DOCTOR' DPU /2' CALL
URR ASSIGN-MX283  RE36 CWEMS  ENG  ST-10/06 00:30-C TIEUP-10/06 07:25-C  AFHT-N
ERM ASSIGN-MX125  RE36 KS42   ENG P ASN DATE-05/23/00     C
                          **************************
                          *       WORK HISTORY     *
                          **************************
  /   ST 07/05/00 21:54 EFF-              -C DH-N OLD-OK NEW-OK MANUAL
  /   ST 09/01/00 19:23 EFF-              -C DH-N OLD-OK NEW-OK MANUAL
  /   ST 09/04/00 03:15 EFF-              -C DH-N OLD-OK NEW-OK MANUAL
6/27 SN 06/27/00 14:37 NOTF-06/27 14:36-C PH-816-254-7236 VACANCY STEP-00
                                                    *HOG CREW* REGMAN-428882388
      CM 06/27/00 14:37 TC...DH/CS TO G101 TO GET TRAIN....RDW
      CM 06/27/00 14:37 RECREW REASON: MC
      WC 06/27/00 14:38 JOBID: 3/CNABW  /22    ROSTER NO OF POSITION-353101
      CM 06/27/00 14:40 LIMO SYSTEM CONTROL NUMBER: 00015804
      CM 06/28/00 00:15 SWAPPED
      SA 06/28/00 00:15 MX283  RE36 CNABW  ENG   STARTS AT:          06/27 16:35-C
                        NOTF-06/28 00:14-C PH-816-254-7236
                                        DH-N ST-OK STARTS:
      CM 06/28/00 00:16 ANNULMENT CODE: DU  REASON: SWAPPED       MC
6/27 SN 06/28/00 00:18 NOTF-06/28 00:17-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 06/28/00 00:18 MX283  RE36 CEYMS  ENG     START AT-MX283  06/27 16:35-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 06/28/00 00:18 SWAPPED
      WC 06/28/00 00:19 JOBID: 2/CEYMS  /22    ROSTER NO OF POSITION-353101
      TU 06/28/00 00:55 RLS-06/28 00:55-C  TAT-06/28 00:35-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-03282
      CM 06/28/00 00:55 RLV- 06/28 00:55-C
      CM 06/28/00 00:55 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 06/28/00 00:55 INITIAL TERMINAL DEPARTURE TIME - 06/27 18:40
      CM 06/28/00 00:55 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000004
     *DU 06/28/00 00:57 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H440415
                        RECEIVED DATE- 06/28/00
                        SHORT CREW-Y  $014. 94
                        TOTAL PAY FOR THIS TRIP: $   241.09
     *EN 06/28/00 00:57 UP  006757 SP  000175 SP  000371
      CM 06/28/00 00:57 CLAIMED: 902-Y    926-Y    I2 -0050
      CM 06/28/00 00:57 FRA DATA ENG 2CEYMS  22 MX283  06271635 MX125  06280055
                        MX125  06280055
      CM 06/28/00 00:57 TTOD: 0820
      CM 06/28/00 00:57 USERID: OTET316  LATA: H440415  TASKID: AF
      CM 06/28/00 00:57 UNDISTURBED REST: OFF
     *TK 06/28/00 00:57 SLIP-06/27/00   TIME ON DUTY-08:20 STRTIM-08:20 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-162 $  197.37 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-00:50 $   11.78
     *TX 06/28/00 00:57 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 06/28/00 00:57 USERID: OTET316
      CE 06/28/00 00:57 OLD REST TIME- 00/06/28 08:55-C              LATA-  00000
                        NEW REST TIME- 00/06/28 08:55-C
     *DU 07/06/00 08:31 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-      HB91395
                        SHORT CREW-Y  $014. 94
                        TOTAL PAY FOR THIS TRIP: $   241.09
     *EN 07/06/00 08:31 UP  006757 SP  000175 SP  000371
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                              MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                              STR MILES-162 $  197.37 OVERTIME- 00:00 $      .00
                              DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                              CONSTRUCTIVE ALLOWANCES:
                              TIME: 12-00:50 $    11.78
      *TX 07/06/00 08:31      ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      *CM 07/06/00 08:31      USERID: OCMS032
       DU 07/06/00 08:32      ORG-MX283  DES-MX125  OLF-W SERVICE-2 SLIP#-      HB91395
                              SHORT CREW-Y  $014.  94
                              TOTAL PAY FOR THIS TRIP: $    241.09
       EN 07/06/00 08:32      UP  066757 SP  000175 SF  000371
       TK 07/06/00 08:32      SLIP-06/27/00   TIME ON DUTY-08:20 STRTIM-08:20 KOT-1
                              MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                              STR MILES-162 $  197.37 OVERTIME- 00:00 $      .00
                              DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                              CONSTRUCTIVE ALLOWANCES:
                              TIME: 12-00:50 $    11.78
       TX 07/06/00 08:32      ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 07/06/00 08:32      USERID: OCMS032
06/29  DU 06/29/00 17:45      ORG-MX125  DES-MX283  OLF-J SERVICE-2 SLIP#-      H291414
                              TOTAL PAY FOR THIS CLAIM:$    330.93
       CL 06/29/00 17:45      SLIP-06/29/00  OCCUPATION-01       TRIP CREDITS-00
                              ALW-     $ 00.00  DISTRIBUTION-000  PAY CD-000 VACDAYS-02
                              CONSTRUCTIVE ALLOWANCE CODE - V1
                              UNITS-000  TIME-00:00  $    330.93
                              STAT MILES: 0000      TRAIN ID:  /CNTNA  /20
06/29  DU 07/18/00 13:01      ORG-MX125  DES-MX283  OLF-J SERVICE-2 SLIP#-X     H091388
                              TOTAL PAY FOR THIS CLAIM:$(   523.79)
       CL 07/18/00 13:01      SLIP-06/29/00  OCCUPATION-01       TRIP CREDITS-00
                              ALW-     $ 00.00  DISTRIBUTION-000  PAY CD-000 VACDAYS-00
                              CONSTRUCTIVE ALLOWANCE CODE - S2
                              UNITS-000  TIME-00:00  $(   523.79)
                              STAT MILES: 0000      TRAIN ID:  /CNTNA  /20
       CM 07/18/00 13:01      FIELD MUST BE NUMERIC
       CM 07/18/00 13:01      USERID: OCMS025
06/29  SN 06/29/00 04:01      NOTF-06/29 04:01-C PH-573-474-0627 VACANCY STEP-00
                                                                  REGMAN-428882388
       WR 06/29/00 04:01      MX125  RE36 CNTNA  ENG     START AT-MX125  06/29 06:00-C
                     !        CREW REQ: R ACTUAL: R ST-OK
       CM 06/29/00 04:01      TOOK CALL....KLR
       WC 06/29/00 04:02      JOBID:  /CNTNA  /20    ROSTER NO OF POSITION-353101
                              HELD AWAY TIME- 13:05
       TU 06/29/00 17:23      RLS-06/29 17:30-C  TAT-06/29 16:00-C
                              TIEUP AT-MX283    AFHT-MX283  RE36
                              DH-N REST-8  XREST-00000 RET-  SHRT-N
                              T/U MLS-0162 CC MLS-03444
       CM 06/29/00 17:23      RLV- 06/29 17:30-C
       CM 06/29/00 17:23      INITIAL TERMINAL DEPARTURE TIME - 06/29 06:05
       CM 06/29/00 17:23      SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
       CM 06/29/00 17:23      HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000004
       CM 06/29/00 17:23           =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
       CM 07/06/00 05:32      HOSV FTU- 06/29 17:30-C    TAT- 06/29 17:30-C
       CM 07/06/00 05:32      HOSV INITIAL TERMINAL DEPARTURE TIME - 06/29 06:01
       CM 07/06/00 05:32      HOSV HRS OF SVC CMNT:     ---
       CM 07/06/00 05:32      HOSV USERID:  OTET316
       CM 07/06/00 05:32      HOSV RLV- 06/29 17:30-C
      *DU 07/06/00 05:34      ORG-MX125  DES-MX283  OLF-J SERVICE-2 SLIP#-**** H991928
                              RECEIVED DATE- 07/06/00
                              SHORT CREW-Y  $014.  94
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*EN 07/06/00 05:34 UP  006686 SP  000310
 CM 07/06/00 05:34 CLAIMED: 926-Y     H5 -1305 F3 -0030
 CM 07/06/00 05:34 FRA  TA ENG  CNTNA  20 MX125  290600 MX283  06291730
                   MX283  06291730
 CM 07/06/00 05:34 TTOD: 1130
*TK 07/06/00 05:34 SLIP-06/29/00   TIME ON DUTY-11:30 STRTIM-09:58 KOT-1
                   MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                   STR MILES-162 $  197.37 OVERTIME- 01:32 $   45.82
                   DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
                   TIME: H5-??:?? REVIEW   F3-00:30  REVIEW
*TX 07/06/00 05:34 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
*CM 07/06/00 05:34 USERID: OTET316
 DU 07/14/00 08:39 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-XX   HE91395
                   RECEIVED DATE- 07/14/00
                   SHORT CREW-Y  $014. 94
                   TOTAL PAY FOR THIS TRIP: $   523.79
 EN 07/14/00 08:39 UP  006686 SP  000310
 TK 07/14/00 08:39 SLIP-06/29/00   TIME ON DUTY-11:30 STRTIM-09:58 KOT-1
                   MLS PD NR-000 OC-01 ALW-    $00.00  WEIGHT-0830000
                   STR MILES-162 $  197.37 OVERTIME- 01:32 $   45.82
                   DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
                   TIME: H5-13:05 $  260.66
 TX 07/14/00 08:39 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
 CM 07/14/00 08:39 USERID: OCMS032
 DK 07/14/00 08:40 DECLINATION NUMBER- AL 0629-007   SLIP DATE-06/29/00
                   CHAIRMAN ID- 40101
                   DECLINED:      F3- 00:30       REASON CODE-XN
)6/29 ST 06/29/00 17:45 EFF-06/29 17:45-C DH-N OLD-OK NEW-LV MANUAL     TO--09
 ST 06/29/00 17:45 EFF-07/06 00:00-C DH-N PENDED STATUS EV INPUT
 CM 06/29/00 17:45 USERID: OCMS612  LATA: H291414  TASKID: PH
 VT 06/29/00 17:45 07 VACATION DAYS TAKEN FROM 06/29/00 TO 07/06/00
)6/30 NU 06/30/00 14:56 MX283  RE36 CATWL  ENG     START AT-MX283  06/30 16:45-C
                   CBR: 00 0000 00  DH-N ST-RJ                    VAC-487548454
)7/01 DU 06/29/00 17:45 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-     H291414
                   TOTAL PAY FOR THIS CLAIM:$   827.33
 CL 06/29/00 17:45 SLIP-07/01/00  OCCUPATION-01       TRIP CREDITS-00
                   ALW-    $ 00.00  DISTRIBUTION-000  PAY CD-000 VACDAYS-05
                   CONSTRUCTIVE ALLOWANCE CODE - V1
                   UNITS-000  TIME-00:00  $   827.33
                   STAT MILES: 0000     TRAIN ID:  /CNTNA  /20
)7/01 CA 07/01/00 00:02 STARTS-00                                  E000000
                   CCMILS-0000 RDMILS-0000 MILSPD-0000 MILSMO-0000
)7/01 NS 07/01/00 12:07 MX283  RE36 QNPAS  ENG     START AT-MX283  07/01 14:05-C
                   CBR: 00 0000 00  DH-N ST-LV                    VAC-509849327
)7/01 NS 07/01/00 21:55 MX125  RE36 DH07   ENG     START AT-       07/01 14:05-C
                   CBR: 00 0000 00  DH-N ST-LV                    VAC-509849327
)7/02 NS 07/02/00 19:52 MX125  RE36 CBWNA  ENG     START AT-MX125  07/02 21:30-C
                   CBR: 00 0000 00  DH-N ST-LV                    VAC-509849327
)7/02 NS 07/02/00 22:48 MX125  RE36 CTVBT  ENG     START AT-MX125  07/02 21:30-C
                   CBR: 00 0000 00  DH-N ST-LV                    VAC-509849327
)7/03 NS 07/03/00 11:55 MX283  RE36 MKCAS  ENG     START AT-MX283  07/03 13:55-C
                   CBR: 00 0000 00  DH-N ST-LV                    VAC-487548454
)7/03 NS 07/04/00 08:15 MX125  RE36 DH01   ENG     START AT-       07/03 13:55-C
                   CBR: 00 0000 00  DH-N ST-LV                    VAC-487548454
)7/05 NS 07/05/00 14:39 MX125  RE36 ZMNSE  ENG     START AT-MX125  07/05 16:30-C
                   CBR: 00 0000 00  DH-N ST-LV                    VAC-487548454
)7/05 NS 07/05/00 20:46 MX125  RE36 DH79   ENG     START AT-MX125  07/05 16:30-C
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                                                                  DELETED
      CM 07/05/00 21:50 USERID: OCMS612  LATA: H291414  TASKID: PH
07/05 ST 07/05/00 21:51 EFF-07/05 21:51-C DH-N OLD-LV N-OK MANUAL
      CM 07/05/00 21:51 USERID: OCMS612  LATA: H291414  TASKID: PH
07/05 CM 07/05/00 21:52 USERID:  OCMS612
      CP 07/05/00 21:52 H1==> 573-474-0627N    H2=> 573-443-9266NB          H391414
      CP 07/05/00 21:52 A1==> 816-254-7236N -MX283    A2=> 573-443-9266NB-MX283
      CM 07/05/00 21:52 NEW MSG-'ROY' 'DOCTOR' DPU /2' CALL                H391414
      CP 07/05/00 21:52 NO AFHT PHONES
07/06 SN 07/06/00 03:33 NOTF-07/06 03:32-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 07/06/00 03:33 MX283  RE36 CNABW  ENG     START AT-MX283  07/06 05:30-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 07/06/00 03:33 TC.........RDW
      WC 07/06/00 03:34 JOBID:  /CNABW  /04    ROSTER NO OF POSITION-353101
      TU 07/06/00 16:09 RLS-07/06 16:10-C  TAT-07/06 14:30-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00162
      CM 07/06/00 16:09 RLV- 07/06 16:10-C
      CM 07/06/00 16:09 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 07/06/00 16:09 INITIAL TERMINAL DEPARTURE TIME - 07/06 07:40
      CM 07/06/00 16:09 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000004
      DU 07/06/00 16:11 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H440415
                        RECEIVED DATE- 07/06/00
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   253.30
      EN 07/06/00 16:11 UP  008255 UP  008021 UP  008030
      CM 07/06/00 16:11 CLAIMED: 902-Y    926-Y    I2 -0055 F3 -0040
      CM 07/06/00 16:11 FRA DATA ENG  CNABW  04 MX283  07060530 MX125  07061610
                        MX125  07061610
      CM 07/06/00 16:11 TTOD: 1040
      CM 07/06/00 16:11 USERID: OTET316  LATA: H440415  TASKID: AF
      CM 07/06/00 16:11 UNDISTURBED REST: OFF
      TK 07/06/00 16:11 SLIP-07/06/00   TIME ON DUTY-10:40 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-162 $  198.86 OVERTIME- 00:42 REVIEW
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUS?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: 12-00:55 $   12.96 F3-00:40 $    9.43
      TX 07/06/00 16:11 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      CM 07/06/00 16:11 USERID: OTET316
      CE 07/06/00 16:11 OLD REST TIME- 00/07/07 00:10-C              LATA-  00000
                        NEW REST TIME- 00/07/07 00:10-C
07/08 SN 07/07/00 23:06 NOTF-07/07 23:02-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 07/07/00 23:06 MX125  RE36 CCSCV  ENG     START AT-MX125  07/08 01:00-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 07/07/00 23:06 TC.........KAC
      WC 07/07/00 23:07 JOBID:  /CCSCV  /07    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 16:50
      TU 07/08/00 07:35 RLS-07/08 07:35-C  TAT-07/08 05:45-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00324
      CM 07/08/00 07:35 RLV- 07/08 07:35-C
      CM 07/08/00 07:35 INITIAL TERMINAL DEPARTURE TIME - 07/08 01:25
      CM 07/08/00 07:35 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 07/08/00 07:35 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000005
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*DU 07/08/00 07:37 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-**** H991959
                   RECEIVED DATE- 07/08/00
                   SHOR  CREW-Y  $015. 05
                   TOTAL PAY FOR THIS TRIP: $   230.69
*EN 07/08/00 07:37 UP  006558 UP  008250 UP  006423
 CM 07/08/00 07:37 CLAIMED: 926-Y    H5 -1650 F3 -0050
 CM 07/08/00 07:37 FRA DATA ENG  CCSCV  07 MX125  07080100 MX283  07080735
                   MX283  07080735
 CM 07/08/00 07:37 TTOD: 0635
 CM 07/08/00 07:37 USERID: OTET316  LATA: H991959  TASKID: AF
 CM 07/08/00 07:37 UNDISTURBED REST: OFF
*TK 07/08/00 07:37 SLIP-07/08/00   TIME ON DUTY-06:35 STRTIM-06:35 KOT-1
                   MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                   STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                   DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
                   TIME: H5-??:??  REVIEW   F3-00:50 $   11.78
*TX 07/08/00 07:37 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
*CM 07/08/00 07:37 USERID: OTET316
 CE 07/08/00 07:37 OLD REST TIME- 00/07/08 15:35-C              LATA-  00000
                   NEW REST TIME- 00/07/08 15:35-C
 CY 07/08/00 07:38 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
   COMMENTS:YARDED TRAIN AT TERMINAL JCT.
 DU 07/11/00 13:34 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-      HE91395
                   SHORT CREW-Y  $015. 05
                   TOTAL PAY FOR THIS TRIP: $   568.59
 EN 07/11/00 13:34 UP  006558 UP  008250 UP  006423
 TK 07/11/00 13:34 SLIP-07/08/00   TIME ON DUTY-06:35 STRTIM-06:35 KOT-1
                   MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                   STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                   DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
                   TIME: H5-16:50 $  337.90 F3-00:50 $   11.78
 TX 07/11/00 13:34 ALW-    $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
 CM 07/11/00 13:34 USERID: OCMS032
07/09 SN 07/09/00 00:17 NOTF-07/09 00:16-C PH-816-254-7236 VACANCY STEP-00
                                                        REGMAN-428882388
 WR 07/09/00 00:17 MX283  RE36 CBTDY  ENG     START AT-MX283  07/09 02:00-C
                   CREW REQ: R ACTUAL: R ST-OK
 CM 07/09/00 00:17 TOOK CALL...KLR
 WC 07/09/00 00:18 JOBID:  /CBTDY  /07    ROSTER NO OF POSITION-353101
 TU 07/09/00 12:22 RLS-07/09 12:25-C  TAT-07/09 11:00-C
                   TIEUP AT-MX125     AFHT-
                   DH-N REST-8  XREST-00000 RET-  SHRT-N
                   T/U MLS-0162 CC MMS-00486
 CM 07/09/00 12:22 RLV- 07/09 12:25-C
 CM 07/09/00 12:22 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
 CM 07/09/00 12:22 INITIAL TERMINAL DEPARTURE TIME - 07/09 03:45
 CM 07/09/00 12:22 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000005
*DU 07/09/00 12:24 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H440415
                   RECEIVED DATE- 07/09/00
                   SHORT CREW-Y  $015. 05
                   TOTAL PAY FOR THIS TRIP: $   244.46
*EN 07/09/00 12:24 UP  008300 SP  000354
 CM 07/09/00 12:24 CLAIMED: 902-Y    926-Y    I2 -0030 F3 -0025
*TK 07/09/00 12:24 SLIP-07/09/00   TIME ON DUTY-10:25 STRTIM-09:58 KOT-1
                   MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0830000
                   STR MILES-162 $  198.86 OVERTIME- 00:27 $   13.55
                   DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
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*TX 07/09/00 12:24 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
*CM 07/09/00 12:24 USER ID: OTET316
 CM 07/09/00 12:25 FRA DATA ENG  CBTDY  07 MX283  07090200 MX125  07091225
                   MX125  07091225
 CM 07/09/00 12:25 TTOD: 1025
 CM 07/09/00 12:25 USERID: OTET316  LATA: H440415  TASKID: AF
 CM 07/09/00 12:25 UNDISTURBED REST: OFF
 CE 07/09/00 12:25 OLD REST TIME- 00/07/09 20:25-C              LATA-  00000
                   NEW REST TIME- 00/07/09 20:25-C
 DU 07/13/00 09:51 ORG-MX283  DES-MX125  QLF-O SERVICE-2 SLIP#-      HE91395
                   SHORT CREW-Y  $015. 05
                   TOTAL PAY FOR THIS TRIP: $   253.44
 EN 07/13/00 09:51 UP  008300 SP  008354
 TK 07/13/00 09:51 SLIP-07/09/00   TIME ON DUTY-10:25 STRTIM-10:25 KDT-1
                   MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0830000
                   STR MILES-170 $  208.43 OVERTIME- 00:00 $     .00
                   DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
                   TIME: 12-00:30 $    7.07 F3-00:25 $    5.89
 TX 07/13/00 09:51 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
 CM 07/13/00 09:51 USERID: OCMS032
07/09 ST 07/09/00 23:59 EFF-07/09 23:59-C DH-N OLD-OK NEW-LP MANUAL      TD-11
 CM 07/09/00 23:59 USERID: OCMS287  LATA: H391414  TASKID: PH
 CM 07/09/00 23:59 CALLED IN LP
07/09 ST 07/10/00 08:32 EFF-07/09 23:59-C DH-N OLD-LP NEW-OK MANUAL
 CM 07/10/00 08:32 USERID: OCMS348  LATA: H091414  TASKID: PH
 CM 07/10/00 08:32 L/O IN ERROR
07/10 SN 07/10/00 16:39 NOTF-07/10 16:38-C PH-573-474-0627 VACANCY STEP-00
                                                    REGMAN-428682388
 WR 07/10/00 16:39 MX125  RE36 ZMNSE  ENG     START AT-MX125  07/10 18:45-C
                   CREW REQ: R ACTUAL: R ST-OK
 CM 07/10/00 16:39 LADY TOOK CALL.......DMM
 WC 07/10/00 16:40 JOBID:  /ZMNSE  /10    ROSTER NO OF POSITION-353101
                   HELD AWAY TIME- 14:20
 TU 07/11/00 00:30 RLS-07/11 00:30-C  TAT-07/10 23:00-C
                   TIEUP AT-MX283     AFHT-MX283  RE36
                   DH-N REST-8  XREST-00000 RET-  SHRT-N
                   T/U MLS-0162 CC MLS-00648
 CM 07/11/00 00:30 RLV- 07/10 23:15-C
 CM 07/11/00 00:30 INITIAL TERMINAL DEPARTURE TIME - 07/10 19:15
 CM 07/11/00 00:30 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
 CM 07/11/00 00:30 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000005
 CM 07/11/00 00:30    =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
*DU 07/11/00 00:33 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-**** H791928
                   RECEIVED DATE- 07/11/00
                   SHORT CREW-Y  $015. 05
                   TOTAL PAY FOR THIS TRIP: $   225.98
*EN 07/11/00 00:33 UP  006359 SP  008368 SP  008496
 CM 07/11/00 00:33 CLAIMED: 926-Y    H5 -1420 F3 -0030
 CM 07/11/00 00:33 FRA DATA ENG  ZMNSE  10 MX125  07101845 MX283  07110030
                   MX283  07110030
 CM 07/11/00 00:33 TTOD: 0545
 CM 07/11/00 00:33 USERID: OTET316  LATA: H791928  TASKID: AF
 CM 07/11/00 00:33 UNDISTURBED REST: OFF
*TK 07/11/00 00:33 SLIP-07/10/00   TIME ON DUTY-05:45 STRTIM-05:45 KDT-1
                   MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1216000
                   STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                   DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
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                                TIME: H5-14:20 $  287.71 F3-00:30 $    7.07
      *TX 07/11/00 00:33 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 07/11/00 00:33 USERID: OTET316
       CE 07/11/00 00:33 OLD REST TIME- 00/07/11 08:30-C              LATA-  00000
                         NEW REST TIME- 00/07/11 08:30-C
       CY 07/11/00 00:34 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
         COMMENTS:YARDED TRAIN TERMINAL JCT. TRACK 74
       DU 07/13/00 11:07 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-      HE91395
                         SHORT CREW-Y  $015.05
                         TOTAL PAY FOR THIS TRIP: $   513.69
       EN 07/13/00 11:07 UP  006359 SP  008368 SP  008496
       TK 07/13/00 11:07 SLIP-07/10/00   TIME ON DUTY-05:45 STRTIM-05:45 KOT-1
                         MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1216000
                         STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                         DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                         CONSTRUCTIVE ALLOWANCES:
                         TIME: H5-14:20 $  287.71 F3-00:30 $    7.07
       TX 07/13/00 11:07 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 07/13/00 11:07 USERID: OCMS032
07/11  UN 07/11/00 10:58 MX283  RE36 CNAAE  ENG   STARTS AT:        07/11 13:00-C
          NA             NOTF-07/11 10:57-C PH-816-254-7236 VACANCY STEP-00
                                    DH-N                        REGMAN-428882388
       UN 07/11/00 10:58 MX283  RE36 CNAAE  ENG   STARTS AT:        07/11 13:00-C
          ML             NOTF-07/11 10:58-C PH-573-443-9266 VACANCY STEP-00
                                    DH-N                        REGMAN-428882388
       CM 07/11/00 10:58 NEEDED FOR WORK
       CM 07/11/00 10:58 PAGER FOR WORK
       SN 07/11/00 11:06 NOTF-07/11 11:06-C PH-816-254-7236 VACANCY STEP-00
                                                                REGMAN-428882388
       WR 07/11/00 11:06 MX283  RE36 CNAAE  ENG     START AT-MX283  07/11 13:00-C
                         CREW REQ: R ACTUAL: R ST-OK
       WC 07/11/00 11:07 JOBID:  /CNAAE  /10    ROSTER NO OF POSITION-353101
       TU 07/11/00 23:11 RLS-07/11 23:10-C  TAT-07/11 22:20-C
                         TIEUP AT-MX125     AFHT-
                         DH-N REST-8  XREST-00000 RET-  SHRT-N
                         T/U MLS-0162 CC MLS-00810
       CM 07/11/00 23:11 RLV- 07/11 23:10-C
       CM 07/11/00 23:11 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
       CM 07/11/00 23:11 INITIAL TERMINAL DEPARTURE TIME - 07/11 14:40
       CM 07/11/00 23:11 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000005
      *DU 07/11/00 23:12 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-***** H091419
                         RECEIVED DATE- 07/11/00
                         SHORT CREW-Y  $015.05
                         TOTAL PAY FOR THIS TRIP: $   236.93
      *EN 07/11/00 23:12 UP  008221 SP  000306 UP  008171
       CM 07/11/00 23:12 CLAIMED: 902-Y    926-Y    12 -0025
       CM 07/11/00 23:12 FRA DATA ENG  CNAAE  10 MX283  07111300 MX125  07112310
                         MX125  07112310
       CM 07/11/00 23:12 TTOD: 1010
       CM 07/11/00 23:12 USERID: OTET316  LATA: H091419  TASKID: AF
       CM 07/11/00 23:12 UNDISTURBED REST: OFF
      *TK 07/11/00 23:12 SLIP-07/11/00   TIME ON DUTY-10:10 STRTIM-09:58 KOT-1
                         MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                         STR MILES-162 $  198.86 OVERTIME- 00:12 $    6.02
                         DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                         CONSTRUCTIVE ALLOWANCES:
                         TIME: 12-00:25  REVIEW
      *TX 07/11/00 23:12 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 07/11/00 23:12 USERID: OTET316
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                              NEW REST TIME- 00/07/12 07:10-C
      DU 07/13/00 13:18 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-XX    HE91395
                        RECEIVED DATE- 07/13/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   236.93
      EN 07/13/00 13:18 UP  008221 SP  000306 UP  008171
      DK 07/13/00 13:18 DECLINATION NUMBER- AL 0711-007   SLIP DATE-07/11/00
                        CHAIRMAN ID- 40101
                        DECLINED:      I2- 00:25       REASON CODE-IO
      TK 07/13/00 13:18 SLIP-07/11/00   TIME ON DUTY-10:10 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-162 $  198.86 OVERTIME- 00:12 $    6.02
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
      TX 07/13/00 13:18 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 07/13/00 13:18 USERID: OCMS032
07/13 SN 07/13/00 07:37 NOTF-07/13 07:36-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 07/13/00 07:37 MX125  RE36 CWLCD  ENG     START AT-MX125  07/13 09:45-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 07/13/00 07:37 TC.........RDW
      WC 07/13/00 07:38 JOBID:  /CWLCD  /11    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 18:35
      TU 07/13/00 20:00 RLS-07/13 20:00-C  TAT-07/13 18:45-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-00964
      CM 07/13/00 20:00 RLV- 07/13 20:00-C
      CM 07/13/00 20:00 INITIAL TERMINAL DEPARTURE TIME - 07/13 11:05
      CM 07/13/00 20:00 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 07/13/00 20:00 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000005
      CM 07/13/00 20:00      =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
     *DU 07/13/00 20:02 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-**** H791928
                        RECEIVED DATE- 07/13/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   232.42
     *EN 07/13/00 20:02 UP  006810 SP  000173 UP  008031
      CM 07/13/00 20:02 CLAIMED: 926-Y    H5 -1835
      CM 07/13/00 20:02 FRA DATA ENG  CWLCD  11 MX125  07130945 MX283  07132000
                        MX283  07132000
      CM 07/13/00 20:02 TTOD: 1015
      CM 07/13/00 20:02 USERID: OTET316  LATA: H791928  TASKID: AF
      CM 07/13/00 20:02 UNDISTURBED REST: OFF
     *TK 07/13/00 20:02 SLIP-07/13/00   TIME ON DUTY-10:15 STRTIM-09:29 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:46 $   23.08
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW
     *TX 07/13/00 20:02 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 07/13/00 20:02 USERID: OTET316
      CE 07/13/00 20:02 OLD REST TIME- 00/07/14 04:00-C              LATA-  00000
                        NEW REST TIME- 00/07/14 04:00-C
      DU 07/17/00 10:40 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-     HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   605.44
      EN 07/17/00 10:40 UP  006810 SP  000173 UP  008031
      TK 07/17/00 10:40 SLIP-07/13/00 ! TIME ON DUTY-10:15 STRTIM-09:29 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:46 $   23.08
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W97

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                          CONSTRUCTIVE ALLOWANCES:
                          TIME- HS-18:35 $   373.02
       TX 07/17/00 10:40  ALW-     $ 00.00 DOUBLE LOCAL PA  $00.00 CABOOSE-$--.--
       CM 07/17/00 10:40  USERID: OCMS032
)7/14  SN 07/14/00 03:31  NOTF-07/14 03:30-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
       WR 07/14/00 03:31  MX283  RE36 ILADU  ENG     START AT-MX283  07/14 05:00-C
                          CREW REQ: R ACTUAL: R ST-OK
       CM 07/14/00 03:31  TOOK CALL...KLR
       WC 07/14/00 03:32  JOBID:  /ILADU  /11     ROSTER NO OF POSITION-353101
       TU 07/14/00 19:12  RLS-07/14 19:15-C  TAT-07/14 19:10-C
                          TIEUP AT-MX125     AFHT-
                          DH-N REST-10 XREST-00000 RET-  SHRT-
                          T/U MLS-0154 CC MLS-01118
       CM 07/14/00 19:12  RLV- 07/14 17:00-C
       CM 07/14/00 19:12  SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
       CM 07/14/00 19:12  OTET316  QUICK TIE-UP  H091419
       CM 07/15/00 23:17  HOSV FTU- 07/14 19:15-C    TAT- 07/14 19:10-C
       CM 07/15/00 23:17  HOSV INITIAL TERMINAL DEPARTURE TIME - 07/14 06:00
       CM 07/15/00 23:17  HOSV PICK UP CIRC7: G050    MODE: TAXI   TRFD- 07/14
                          19:15-X
       CM 07/15/00 23:17  HOSV USERID:  OTET316
       CM 07/15/00 23:17  HOSV PICK UP TIME:    07/14 18:00
       CM 07/15/00 23:17  HOSV RLV- 07/14 17:00-C
      *DU 07/15/00 23:21  ORG-MX283  DES-MX125  OLF-8 SERVICE-2 SLIP#-**** H791928
                          RECEIVED DATE- 07/15/00
                          SHORT CREW-Y  $015. 14
                          TOTAL PAY FOR THIS TRIP: $   287.78
      *EN 07/15/00 23:21  SSW 009659 SP  009327 SP  008355 UP  003173
       CM 07/15/00 23:21  CLAIMED: 901-Y    926-Y
       CM 07/15/00 23:21  FRA DATA ENG  ILADU  11 MX283  07140500 G 050  07141700
                          MX125  07141915
       CM 07/15/00 23:21  FRA DATA ENG DF X G 050  07141700 MX125  07141915 TAXI
                          FROM LAMINE
       CM 07/15/00 23:21  TTOD: 1200
      *TK 07/15/00 23:21  SLIP-07/14/00   TIME ON DUTY-12:00 STRTIM-09:58 KOT-1
                          MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1497860
                          STR MILES-162 $  200.08 OVERTIME- 02:02 $   61.56
                          DISTRIBUTION-000 PAY CD-179 TRIP CREDITS-0  FUND PLUG?-N
      *TX 07/15/00 23:21  ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 07/15/00 23:21  USERID: OTET316
       DU 07/17/00 14:41  ORG-MX283  DES-MX125  OLF-0 SERVICE-2 SLIP#-     HE91395
                          SHORT CREW-Y  $015. 14
                          TOTAL PAY FOR THIS TRIP: $   282.30
       EN 07/17/00 14:41  SSW 009659 SP  009327 SP  008355 UP  003173
       TK 07/17/00 14:41  SLIP-07/14/00   TIME ON DUTY-12:00 STRTIM-10:28 KOT-1
                          MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1497860
                          STR MILES-170 $  209.73 OVERTIME- 01:32 $   46.43
                          DISTRIBUTION-000 PAY CD-179 TRIP CREDITS-0  FUND PLUG?-N
       TX 07/17/00 14:41  ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 07/17/00 14:41  USERID: OCMS032
)7/14  CM 07/14/00 16:23  LIMO SYSTEM CONTROL NUMBER: 00139103
)7/15  SN 07/15/00 16:07  NOTF-07/15 16:07-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
       WR 07/15/00 16:07  MX125  RE36 DH59   ENG     START AT-MX125  07/15 18:00-C
                          CREW REQ: R ACTUAL: R ST-OK
       CM 07/15/00 16:07  DH SAP BY AMTRACK.....KAC
       CM 07/15/00 16:07  DH TYPE: SEPARATE AND APART    DH METHOD: TAXI
                          DH REASON: DH
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                        HELD AWAY TIME- 06:45
      TU 07/15/00 23:24 RLS-07/15 23:20-C  TAT-07/15 23:10-C
                        TIEUP AT-MX283      AFHT-MX283      MX36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0130 CC MLS-01248
      CM 07/15/00 23:24 RLV- 07/15 23:20-C
      CM 07/15/00 23:24 INITIAL TERMINAL DEPARTURE TIME - 07/15 18:55
      CM 07/15/00 23:24 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 07/15/00 23:24 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000005
      CM 07/15/00 23:24       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
     *DU 07/15/00 23:27 ORG-MX125  DES-MX283  QLF-D SERVICE-2 SLIP#-**** H791928
                        RECEIVED DATE- 07/15/00
                        TOTAL PAY FOR THIS TRIP: $    156.32
      CM 07/15/00 23:27 CLAIMED: H5 -0645 D4 -0800
      CM 07/15/00 23:27 FRA DATA ENG DT X MX125  07151800 MX283  07152325 AMTRAK
      CM 07/15/00 23:27 TTOD: 0000
     *TK 07/15/00 23:27 SLIP-07/15/00   TIME ON DUTY-05:20 STRTIM-05:20 KOT-0
                        MLS PD NR-000 OC-01 ALW-     $00.00  WEIGHT-0001000
                        STR MILES-000 $      .00 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW   D4-08:00 $  156.32
     *TX 07/15/00 23:27 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 07/15/00 23:27 USERID: OTET316
      DU 07/17/00 13:59 ORG-MX125  DES-MX283  QLF-D SERVICE-2 SLIP#-      HE91395
                        TOTAL PAY FOR THIS TRIP: $    288.22
      TK 07/17/00 13:59 SLIP-07/15/00   TIME ON DUTY-05:20 STRTIM-05:20 KOT-0
                        MLS PD NR-000 OC-01 ALW-     $00.00  WEIGHT-0001000
                        STR MILES-000 $      .00 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-06:45 $  131.90 D4-08:00 $  156.32
      TX 07/17/00 13:59 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 07/17/00 13:59 USERID: OCMS032
/7/16 CA 07/16/00 00:02 STARTS-00                                       E000000
                        CCMILS-0000 RDMILS-0000 MILSPD-0000 MILSMO-0000
/7/16 SN 07/16/00 09:39 NOTF-07/16 09:39-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 07/16/00 09:39 MX283  RE36 MKCAS  ENG     START AT-MX283  07/16 11:30-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 07/16/00 09:39 TC...RJD
      WC 07/16/00 09:40 JOBID:  /MKCAS  /16    ROSTER NO OF POSITION-353101
      TU 07/16/00 19:14 RLS-07/16 19:15-C  TAT-07/16 19:00-C
                        TIEUP AT-MX125      AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00162
      CM 07/16/00 19:14 RLV- 07/16 19:15-C
      CM 07/16/00 19:14 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 07/16/00 19:14 INITIAL TERMINAL DEPARTURE TIME - 07/16 13:10
      CM 07/16/00 19:14 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000005
     *DU 07/16/00 19:15 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H440415
                        RECEIVED DATE- 07/16/00
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $    236.80
     *EN 07/16/00 19:15 UP  005728
      CM 07/16/00 19:15 CLAIMED: 902-Y    926-Y    I2 -0025
      CM 07/16/00 19:15 FRA DATA ENG  MKCAS  16 MX283  07161130 MX125  07161915
                        MX125  07161915
      CM 07/16/00 19:15 TTOD: 0745
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      CM 07/16/00 19:15 UNDISTURBED REST: OFF
     *TK 07/16/00 19:15 SLIP-07/16/00   TIME ON DUTY-07:45 STRTIM-07:45 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0287000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-155 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-00:25 $    5.89
     *TX 07/16/00 19:15 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 07/16/00 19:15 USERID: OTET316
      CE 07/16/00 19:15 OLD REST TIME- 00/07/17 03:15-C              LATA-  00000
                        NEW REST TIME- 00/07/17 03:15-C
      DU 07/20/00 09:21 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   236.80
      EN 07/20/00 09:21 UP  005728
      TK 07/20/00 09:21 SLIP-07/16/00   TIME ON DUTY-07:45 STRTIM-07:45 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0287000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-155 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-00:25 $    5.89
      TX 07/20/00 09:21 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 07/20/00 09:21 USERID: OCMS032
07/18 SN 07/18/00 01:59 NOTF-07/18 01:58-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 07/18/00 01:59 MX125  RE36 IDUOA  ENG     START AT-MX125  07/18 04:00-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 07/18/00 01:59 TC.....CDH
      WC 07/18/00 02:00 JOBID:  /IDUOA  /17    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 16:45
      TU 07/18/00 11:13 RLS-07/18 11:15-C  TAT-07/18 10:05-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-00316
      CM 07/18/00 11:13 RLV- 07/18 11:15-C
      CM 07/18/00 11:13 INITIAL TERMINAL DEPARTURE TIME - 07/18 04:20
      CM 07/18/00 11:13 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 07/18/00 11:13 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000005
      CM 07/18/00 11:14      =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
     *DU 07/18/00 11:15 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-**** HX23803
                        RECEIVED DATE- 07/18/00
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   209.34
     *EN 07/18/00 11:15 UP  008067 UP  009830
      CM 07/18/00 11:15 CLAIMED: 926-Y    H5 -1645
      CM 07/18/00 11:15 FRA DATA ENG  IDUOA  17 MX125  07180400 MX283  07181115
                        MX283  07181115
      CM 07/18/00 11:15 TTOD: 0715
      CM 07/18/00 11:15 USERID: OTET316  LATA: HX23803  TASKID: AF
      CM 07/18/00 11:15 UNDISTURBED REST: OFF
     *TK 07/18/00 11:15 SLIP-07/18/00   TIME ON DUTY-07:15 STRTIM-07:15 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW
     *TX 07/18/00 11:15 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 07/18/00 11:15 USERID: OTET316
      CE 07/18/00 11:15 OLD REST TIME- 00/07/18 19:15-C              LATA-  00000
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      LW 07/24/00 08:48 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y   $015.05
                        TOT   PAY FOR THIS TRIP: $    54.92
      EN 07/24/00 08:48 UP  008067 UP  009830
      TK 07/24/00 08:48 SLIP-07/18/00   TIME ON DUTY-07:15 STRTIM-07:15 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-16:45 $  336.22 F3-00:10 $     2.36
      TX 07/24/00 08:48 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 07/24/00 08:48 USERID: OCMS032
07/19 SN 07/19/00 03:56 NOTF-07/19 03:54-C PH-816-254-7236 VACANCY STEP-00
                                                        REGMAN-428882388
      WR 07/19/00 03:56 MX283  RE36 DH73   ENG     START AT-MX283  07/19 06:01-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 07/19/00 03:56 TC.........DH SAP AMTRAX
      CM 07/19/00 03:56 DH TYPE: SEPARATE AND APART    DH METHOD: TRAIN
                        DH REASON: DS
      WC 07/19/00 03:57 JOBID:  /DH73   /19    ROSTER NO OF POSITIO-353101
      TU 07/19/00 11:02 RLS-07/19 11:05-C  TAT-07/19 11:00-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-0047
      CM 07/19/00 11:02 RLV- 07/19 11:00-C
      CM 07/19/00 11:02 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 07/19/00 11:02 INITIAL TERMINAL DEPARTURE TIME - 07/19 07:35
      CM 07/19/00 11:02 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
     *DU 07/19/00 11:07 ORG-MX283  DES-MX125  OLF-B SERVICE-2 SLIP#-**** H440415
                        RECEIVED DATE- 07/19/00
                        TOTAL PAY FOR THIS TRIP: $   168.32
      CL 07/19/00 11:07 CLAIMED: 902-Y    D4 -0800
      CM 07/19/00 11:07 FRA DATA ENG DT X MX283  07190601 MX125  07191105 AMTRAK
      CM 07/19/00 11:07 TTOD: 0000
     *TK 07/19/00 11:07 SLIP-07/19/00   TIME ON DUTY-05:04 STRTIM-05:04 KOT-0
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0001000
                        STR MILES-000 $     .00 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: D4-08:00 $  156.32
     *TX 07/19/00 11:07 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 07/19/00 11:07 USERID: OTET316
      CY 07/19/00 11:08 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
       COMMENTS:DEPARTED YARD OFFICE 0630 DEPARTED STA.0735
      DU 07/24/00 10:17 ORG-MX283  DES-MX125  OLF-D SERVICE-2 SLIP#-      HE91395
                        TOTAL PAY FOR THIS TRIP: $   168.32
      TK 07/24/00 10:17 SLIP-07/19/00   TIME ON DUTY-05:04 STRTIM-05:04 KOT-0
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0001000
                        STR MILES-000 $     .00 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: D4-08:00 $  156.32
      TX 07/24/00 10:17 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 07/24/00 10:17 USERID: OCMS032
07/20 SN 07/20/00 16:56 NOTF-07/20 16:55-C PH-573-474-0627 VACANCY STEP-00
                                                        REGMAN-428882388
      WR 07/20/00 16:56 MX125  RE36 ZMNSE  ENG     START AT-MX125  07/20 19:00-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 07/20/00 16:56 TC...........KAC
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                        HELD AWAY TIME- 15:55
     TU 07/20/00 23:55  RLS-07/20 23:55-C  TAT-07/20 23:10-C
                        TIEUP AT-MX283      AFHT-MX283      36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-00624
     CM 07/20/00 23:55  RLV- 07/20 23:55-C
     CM 07/20/00 23:55  INITIAL TERMINAL DEPARTURE TIME - 07/20 19:35
     CM 07/20/00 23:55  SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
     CM 07/20/00 23:55  HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
     CM 07/20/00 23:55       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
    *DU 07/20/00 23:59  ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-**** H991928
                        RECEIVED DATE- 07/20/00
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   209.34
    *EN 07/20/00 23:59  NS  009077 NS  008982
     CM 07/20/00 23:59  CLAIMED: 926-Y    HS -1555
     CM 07/20/00 23:59  FRA DATA ENG 2CWLNA  19 MX125  07201900 MX283 =07202355
                        MX283 =07202355
     CM 07/20/00 23:59  TTOD: 0455
     CM 07/20/00 23:59  USERID: OTET316  LATA: H991928  TASKID: AF
     CM 07/20/00 23:59  UNDISTURBED REST: OFF
    *TK 07/20/00 23:59  SLIP-07/20/00   TIME ON DUTY-04:55 STRTIM-04:55 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0820550
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: HS-??:??  REVIEW
    *TX 07/20/00 23:59  ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
    *CM 07/20/00 23:59  USERID: OTET316
     CE 07/20/00 23:59  OLD REST TIME- 00/07/21 07:55-C              LATA-  00000
                        NEW REST TIME- 00/07/21 07:55-C
     DU 07/24/00 11:23  ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-     HE91395
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   528.84
     EN 07/24/00 11:23  NS  009077 NS  008982
     TK 07/24/00 11:23  SLIP-07/20/00   TIME ON DUTY-04:55 STRTIM-04:55 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0820550
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-15:55 $  319.50
     TX 07/24/00 11:23  ALW-    $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
     CM 07/24/00 11:23  USERID: OCMS032
7/21 SN 07/21/00 15:30  NOTF-07/21 15:30-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
     WR 07/21/00 15:30  MX283  RE36 CEYMS  ENG     START AT-MX283  07/21 17:25-C
                        CREW REQ: R ACTUAL: R ST-OK
     CM 07/21/00 15:30  TC........KAC
     WC 07/21/00 15:31  JOBID:  /CEYMS  /18    ROSTER NO OF POSITION-353101
     TU 07/21/00 23:52  RLS-07/21 23:55-C  TAT-07/21 23:25-C
                        TIEUP AT-MX125      AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00786
     CM 07/21/00 23:52  RLV- 07/21 23:55-C
     CM 07/21/00 23:52  SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
     CM 07/21/00 23:52  INITIAL TERMINAL DEPARTURE TIME - 07/21 18:10
     CM 07/21/00 23:52  HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
    *DU 07/21/00 23:55  ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H150151
                        RECEIVED DATE- 07/21/00
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                                  TOTAL PAY FOR THIS TRIP: $    230.91
     *EN 07/21/00 23:55 UP  006796 SP  000166 UP  007255
      CM 07/21/00 23:55 CLAIMED: 902-Y     926-Y
      CM 07/21/00 23:55 FRA DATA ENG  CEYMS  18 MX283  07211725 MX125 =07212355
                        MX125 =07212355
      CM 07/21/00 23:55 TTOD: 0630
      CM 07/21/00 23:55 USERID: OTET316  LATA: H150151  TASKID: AF
      CM 07/21/00 23:55 UNDISTURBED REST: OFF
     *TK 07/21/00 23:55 SLIP-07/21/00   TIME ON DUTY-06:30 STRTIM-06:30 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
     *TX 07/21/00 23:55 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 07/21/00 23:55 USERID: OTET316
      CE 07/21/00 23:55 OLD REST TIME- 00/07/22 07:55-C              LATA-  00000
                        NEW REST TIME- 00/07/22 07:55-C
      DU 07/25/00 08:00 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $    230.91
      EN 07/25/00 08:00 UP  006796 SP  000166 UP  007255
      TK 07/25/00 08:00 SLIP-07/21/00   TIME ON DUTY-06:30 STRTIM-06:30 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
      TX 07/25/00 08:00 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 07/25/00 08:00 USERID: OCMS032
7/22 UN 07/22/00 16:21 MX125  RE36 AASFX  ENG   STARTS AT: MX125  07/22 18:15-C
         RJ            NOTF-07/22 16:20-C PH-573-474-0627 VACANCY STEP-04
                       ASGN-MX125  RE36 DH-N                REGMAN-493683700
      CM 07/22/00 16:21 NO STEP TO JC TURNS...BAG
7/22 SN 07/22/00 16:31 NOTF-07/22 16:31-C PH-573-474-0627 VACANCY STEP-00
                                                           REGMAN-428882388
      WR 07/22/00 16:31 MX125  RE36 AASFX  ENG     START AT-MX125  07/22 18:15-C
                        CREW REQ: R ACTUAL: R ST-OK
     *EN 07/22/00 16:31 UP  008065 UP  003842
      CM 07/22/00 16:31 WIFE TOOK CALL.....BAG
      WC 07/22/00 16:32 JOBID:  /AASFX  /22    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 02:20
     *DU 07/23/00 02:20 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-        00000
      TU 07/23/00 02:20 RLS-07/23 02:30-C  TAT-07/23 00:16-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-00940
      CM 07/23/00 02:20 RLV- 07/23 02:30-C
      CM 07/23/00 02:20 UNDISTURBED REST: 1000 HRS
      CM 07/23/00 02:20 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 07/23/00 02:20 INITIAL TERMINAL DEPARTURE TIME - 07/22 19:15
      CM 07/23/00 02:20 MILES ENTERED ON NO RJM MATCH:  170
      CM 07/23/00 02:20 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
      CM 07/23/00 02:20      =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
      CM 07/23/00 02:25 CLAIMED: 926-Y    H5 -0220
      CM 07/23/00 02:25 FRA DATA ENG  AASFX  22 MX125  07221815 MX283  07230230
                        MX283  07230230
      CM 07/23/00 02:25 TTOD: 0815
      CM 07/23/00 02:25 USERID: OTET316  LATA: H991959  TASKID: AF
      CM 07/23/00 02:25 UNDISTURBED REST: ON
      CE 07/23/00 02:25 OLD REST TIME- 00/07/23 12:30-C              LATA-  00000
                        NEW REST TIME- 00/07/23 12:30-C
      CY 07/23/00 02:26 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
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      DU 07/26/00 07:56 ORG-MX283  DES-MX125  QLF-O SERVICE-2 SLIP#-XX    HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $    29[illegible]76
      EN 07/25/00 09:58 UP  006065 UP  003842
      TK 07/25/00 09:58 SLIP-07/22/00   TIME ON DUTY-08:15 STRTIM-08:15 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0825420
                        STR MILES-170 $  208.43 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-02:20 $   46.84 F3-01:14 $   17.44
      TX 07/25/00 09:58 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 07/25/00 09:58 USERID: OCMS032
07/24 SN 07/24/00 00:45 NOTF-07/24 00:45-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-4288882388
      WR 07/24/00 00:45 MX283  RE36 CCAWL  ENG     START AT-MX283  07/24 02:50-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 07/24/00 00:45 TC.....................CDH
      WC 07/24/00 00:46 JOBID:  /CCAWL  /21    ROSTER NO OF POSITION-253101
      TU 07/24/00 11:29 RLS-07/24 11:10-C  TAT-07/24 10:40-C
                        TIEUP AT-MX125     AFHT-



                        DH-N REST-8  XREST-00000 RET-  SHRT-
                        T/U MLS-0154 CC MLS-01094
      CM 07/24/00 11:29 RLV- 07/24 11:10-C
      CM 07/25/00 11:35 HOSV FTU- 07/24 11:10-C    TAT- 07/24 10:40-C
      CM 07/25/00 11:35 HOSV INITIAL TERMINAL DEPARTURE TIME - 07/24 04:30
      CM 07/25/00 11:35 HOSV USERID:  OTET316
      CM 07/25/00 11:35 HOSV RLV- 07/24 11:10-C
     *DU 07/25/00 11:37 ORG-MX283  DES-MX125  QLF-B SERVICE-2 SLIP#-**** H150151
                        RECEIVED DATE- 07/25/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   221.34
     *EN 07/25/00 11:37 UP  006801 CNW 008823 UP  006767
      CM 07/25/00 11:37 CLAIMED: 902-Y    926-Y    I2 -0125
      CM 07/25/00 11:37 FRA DATA ENG  CCAWL  21 MX283  07240250 MX125  07241110
                        MX125  07241110
      CM 07/25/00 11:37 TTOD: 0820
     *TK 07/25/00 11:37 SLIP-07/24/00   TIME ON DUTY-08:20 STRTIM-08:20 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-??:??  REVIEW
     *TX 07/25/00 11:37 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 07/25/00 11:37 USERID: OTET316
      CY 07/25/00 11:38 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:TRAIN DEPARTURE FROM ARMOURDALE YARD.
      DU 07/26/00 07:56 ORG-MX283  DES-MX125  QLF-O SERVICE-2 SLIP#-XX    HE91395
                        RECEIVED DATE- 07/26/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   246.37
      EN 07/26/00 07:56 UP  006801 CNW 008823 UP  006767
      TK 07/26/00 07:56 SLIP-07/24/00   TIME ON DUTY-08:20 STRTIM-08:20 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-170 $  208.43 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-00:25 $     5.89
      TX 07/26/00 07:56 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 07/26/00 07:56 USERID: OCMS032
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      DK 07/26/00 07:57 DECL  IATION NUMBER- AL 0724-005  SLIP DATE-07/24/00
                        CHAIRMAN ID- 40101
                        DECLINED:       I2- 01:00        REASON CODE-IH
07/25 SN 07/25/00 09:25 NOTF-07/25 09:24-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 07/25/00 09:25 MX125  RE36 CCSCV  ENG      START AT-MX125  07/25 11:30-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 07/25/00 09:25 TC.................CDH
      WC 07/25/00 09:26 JOBID: 2/CCSCV  /24     ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 08:20
      TU 07/25/00 17:28 RLS-07/25 17:30-C  TAT-07/25 17:15-C
                        TIEUP AT-MX283      AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-01248
      CM 07/25/00 17:28 RLV- 07/25 17:30-C
      CM 07/25/00 17:28 INITIAL TERMINAL DEPARTURE TIME - 07/25 12:45
      CM 07/25/00 17:28 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 07/25/00 17:28 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
      CM 07/25/00 17:28       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
     *DU 07/25/00 17:30 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-**** H991959
                        RECEIVED DATE- 07/25/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $    209.34
     *EN 07/25/00 17:30 SP  000374 SP  000102 UP  006605
      CM 07/25/00 17:30 CLAIMED: 926-Y     H5 -0820
      CM 07/25/00 17:30 FRA DATA ENG 2CCSCV  24 MX125  07251130 MX283  07251730
                        MX283  07251730
      CM 07/25/00 17:30 TTOD: 0600
      CM 07/25/00 17:30 USERID: OTET316  LATA: H991959  TASKID: AF
      CM 07/25/00 17:30 UNDISTURBED REST: OFF
     *TK 07/25/00 17:30 SLIP-07/25/00   TIME ON DUTY-06:00 STRTIM-06:00 KDT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW
     *TX 07/25/00 17:30 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 07/25/00 17:30 USERID: OTET316
      CE 07/25/00 17:30 OLD REST TIME- 00/07/26 01:30-C              LATA-  00000
                        NEW REST TIME- 00/07/26 01:30-C
      DU 07/26/00 11:56 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $    376.62
      EN 07/26/00 11:56 SP  000374 SP  000102 UP  006605
      TK 07/26/00 11:56 SLIP-07/25/00   TIME ON DUTY-06:00 STRTIM-06:00 KDT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-08:20 $  167.28
      TX 07/26/00 11:56 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 07/26/00 11:56 USERID: OCMS032
07/25 CM 07/25/00 11:42 NEW ADDRESS- 9530 E.WINNER RD.APT.4B
      CM 07/25/00 11:42 CITY/ST/ZIP- INDEPENDENCE  MO 64053 1651
      CM 07/25/00 11:42 UPDATED BY USER ID:OTET316
      CM 07/25/00 11:42 OLD ADDRESS- 9528 E.WINNER RD.  APT.4B
      CM 07/25/00 11:42 CITY/ST/ZIP- INDEPENDENCE  MO 64053 1649
      CM 07/25/00 11:42 ADDRESS CHANGE TRANSMITTED TO PINS
07/26 SN 07/26/00 03:25 NOTF-07/26 03:23-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
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      CM 07/26/00 03:25 TC.   TO
      WC 07/26/00 03:26 JOBID:  /CEYMS  /23    ROSTER NO OF POSITION-353101
      CM 07/26/00 05:10 SWAP...RJD
      SA 07/26/00 05:10 MX283  RE36 CEYMS  ENG   STARTS AT:          07/26 05:00-C
                        NOTF-07/26 05:00-C PH-816-254-7236
                                           DH-N ST-OK STARTS:
      CM 07/26/00 05:11 ANNULMENT CODE: TC  REASON: SWAP
07/26 SN 07/26/00 05:12 NOTF-07/26 05:12-C PH-816-254-7236 VACANCY STEP-00
                                                        REGMAN-428882388
      WR 07/26/00 05:12 MX283  RE36 AFXAS  ENG     START AT-MX283  07/26 05:00-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 07/26/00 05:12 SWAP.RJD
      CM 07/26/00 05:12 JOB DESCRIPTION: AFXAS  (OLD KSA
      WC 07/26/00 05:13 JOBID:  /AFXAS  /26    ROSTER NO OF POSITION-353101
      TU 07/26/00 16:47 RLS-07/26 16:50-C  TAT-07/26 16:35-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0170 CC MLS-01418
      CM 07/26/00 16:47 RLV- 07/26 16:50-C
      CM 07/26/00 16:47 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 07/26/00 16:47 INITIAL TERMINAL DEPARTURE TIME - 07/26 06:25
      CM 07/26/00 16:47 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
     *DU 07/26/00 16:48 ORG-MX283  DES-MX125  QLF-0 SERVICE-2 SLIP#-**** H150151
                        RECEIVED DATE- 07/26/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   275.63
     *EN 07/26/00 16:48 SSW 009641 UP  009445
      CM 07/26/00 16:48 CLAIMED: 901-Y    926-Y    7W -0010
     *TK 07/26/00 16:48 SLIP-07/26/00   TIME ON DUTY-11:50 STRTIM-10:28 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-0683000
                        STR MILES-170 $  208.43 OVERTIME- 01:22 $   41.15
                        DISTRIBUTION-000 PAY CD-163 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: 7W-??:??  REVIEW
     *TX 07/26/00 16:48 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 07/26/00 16:48 USERID: OTET316
      CM 07/26/00 16:49 FRA DATA ENG  AFXAS  26 MX283  07260500 MX125  07261650
                        MX125  07261650
      CM 07/26/00 16:49 TTOD: 1150
      CM 07/26/00 16:49 USERID: OTET316  LATA: H150151  TASKID: AF
      CM 07/26/00 16:49 UNDISTURBED REST: OFF
      CE 07/26/00 16:49 OLD REST TIME- 00/07/27 00:50-C            LATA-  00000
                        NEW REST TIME- 00/07/27 00:50-C
      DU 07/27/00 09:51 ORG-MX283  DES-MX125  QLF-0 SERVICE-2 SLIP#-XX   HE91395
                        RECEIVED DATE- 07/27/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   275.63
      EN 07/27/00 09:51 SSW 009641 UP  009445
      TK 07/27/00 09:51 SLIP-07/26/00   TIME ON DUTY-11:50 STRTIM-10:28 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-0683000
                        STR MILES-170 $  208.43 OVERTIME- 01:22 $   41.15
                        DISTRIBUTION-000 PAY CD-163 TRIP CREDITS-0  FUND PLUG?-N
      TX 07/27/00 09:51 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 07/27/00 09:51 USERID: OCMS032
      DK 07/27/00 09:52 DECLINATION NUMBER- AL 0726-002   SLIP DATE-07/26/00
                        CHAIRMAN ID- 40101
                        DECLINED:      7W- 00:10       REASON CODE-TI
07/27 SN 07/27/00 20:05 NOTF-07/27 20:04-C PH-573-474-0627 VACANCY STEP-00
                                                        REGMAN-428882388
      WR 07/27/00 20:05 MX125  RE36 DH34   ENG     START AT-MX125  07/27 22:02-C
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                        CREW REQ: R ACTUAL: R ST-OK
     CM 07/27/00 20:05  DH SHR.....KAC
     CM 07/27/00 20:05  DH TYPE: SEPARATE AND APART     DH METHOD: TAXI
                        DH REASON: DH
     WC 07/27/00 20:06  JOBID:  /DH34   /27    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 13:12
     CM 07/27/00 20:29  LIMO SYSTEM CONTROL NUMBER: 00125082
     TU 07/28/00 00:40  RLS-07/28 00:40-C  TAT-07/28 00:30-C
                        TIEUP AT-MX283      AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0130 CC MLS-01548
     CM 07/28/00 00:40  RLV- 07/28 00:40-C
     CM 07/28/00 00:40  INITIAL TERMINAL DEPARTURE TIME - 07/27 22:03
     CM 07/28/00 00:40  SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
     CM 07/28/00 00:40  HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
     CM 07/28/00 00:40        =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
    *DU 07/28/00 00:41  ORG-MX125  DES-MX283  QLF-T SERVICE-2 SLIP#-**** H991928
                        RECEIVED DATE- 07/28/00
                        TOTAL PAY FOR THIS TRIP: $   156.32
     CM 07/28/00 00:41  CLAIMED: H5 -1312 D4 -0800
    *TK 07/28/00 00:41  SLIP-07/27/00   TIME ON DUTY-02:38 STRTIM-02:38 KOT-0
                        MLS PD NR-000 OC-01 ALW-     $00.00  WEIGHT-0001000
                        STR MILES-000 $      .00 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW   D4-08:00 $  156.32
    *TX 07/28/00 00:41  ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
    *CM 07/28/00 00:41  USERID: OTET316
     CM 07/28/00 00:42  FRA DATA ENG DT X MX125  07272202 MX283  07280040 TAXI
     CM 07/28/00 00:42  TTOD: 0000
     DU 07/28/00 08:11  ORG-MX125  DES-MX283  QLF-D SERVICE-2 SLIP#-      HE91395
                        TOTAL PAY FOR THIS TRIP: $   414.25
     TK 07/28/00 08:11  SLIP-07/27/00   TIME ON DUTY-02:38 STRTIM-02:38 KOT-0
                        MLS PD NR-000 OC-01 ALW-     $00.00  WEIGHT-0001000
                        STR MILES-000 $      .00 OVERTIME-!00:00 $      .00
                        DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-13:12 $  257.93 D4-08:00 $  156.32
     TX 07/28/00 08:11  ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
     CM 07/28/00 08:11  USERID: OCMS032
7/28 SN 07/28/00 07:29  NOTF-07/28 07:28-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
     WR 07/28/00 07:29  MX283  RE36 CJRGP  ENG      START AT-MX283  07/28 09:15-C
                        CREW REQ: R ACTUAL: R ST-OK
     WC 07/28/00 07:30  JOBID:  /CJRGP  /26    ROSTER NO OF POSITION-353101
     TU 07/28/00 22:14  RLS-07/28 22:10-C  TAT-07/28 22:05-C
                        TIEUP AT-MX125      AFHT-
                        DH-N REST-10 XREST-00000 RET-  SHRT-
                        T/U MLS-0154 CC MLS-01702
     CM 07/28/00 22:14  RLV- 07/28 21:15-C
     CM 07/28/00 22:14  SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
     CM 07/28/00 22:14  OTET316  QUICK TIE-UP  H791863
     CM 07/30/00 11:25  HOSV FTU- 07/28 22:10-C    TAT- 07/28 22:05-C
     CM 07/30/00 11:25  HOSV INITIAL TERMINAL DEPARTURE TIME - 07/28 10:55
     CM 07/30/00 11:25  HOSV USERID:  OTET316
     CM 07/30/00 11:25  HOSV RLV- 07/28 21:15-C
    *DU 07/30/00 11:29  ORG-MX283  DES-MX125  QLF-B SERVICE-2 SLIP#-**** HR91924
                        RECEIVED DATE- 07/30/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   313.73
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*EN 07/30/00 11:29 UP  006746 SP  000313 UP  007231
 CM 07/30/00 11:29 CLAIMED: 901-Y    926-Y    7W -0055
*TK 07/30/00 11:29 SLIP-07/28/00   TIME ON DUTY-12:00 STRTIM-09:58 KOT-1
                   MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1245000
                   STR MILES-162 $  198.86 OVERTIME- 02:02 $   61.22
                   DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
                   TIME: 7W-00:55 $   27.60
*TX 07/30/00 11:29 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
*CM 07/30/00 11:29 USERID: OTET316
 CM 07/30/00 11:30 FRA DATA ENG  CJRGP  26 MX283  07280915 G 015  07282115
                   MX125  07282210
 CM 07/30/00 11:30 FRA DATA ENG DF X G 015  07282115 MX125  07282210 TAXI
                   FROM SANDY HOOK
 CM 07/30/00 11:30 TTOD: 1200
 CY 07/30/00 11:30 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
   COMMENTS:HOGGED AT SANDY HOOK
 DU 08/01/00 08:19 ORG-MX283  DES-MX125  OLF-R SERVICE-2 SLIP#-      HR91395
                   SHORT CREW-Y  $015. 05
                   TOTAL PAY FOR THIS TRIP: $   313.73
 EN 08/01/00 08:19 UP  006746 SP  000313 UP  007231
 TK 08/01/00 08:19 SLIP-07/28/00   TIME ON DUTY-12:00 STRTIM-09:58 KOT-1
                   MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1245000
                   STR MILES-162 $  198.86 OVERTIME- 02:02 $   61.22
                   DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
                   TIME: 7W-00:55 $   27.60
 TX 08/01/00 08:19 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
 CM 08/01/00 08:19 USERID: OCMS032
07/30 SN 07/30/00 02:25 NOTF-07/30 02:24-C PH-573-474-0627 VACANCY STEP-00
                                                        REGMAN-428882388
 WR 07/30/00 02:25 MX125  RE36 MASNP  ENG     START AT-MX125  07/30 04:25-C
                   CREW REQ: R ACTUAL: R ST-OK
 CM 07/30/00 02:25 TC.....................CDH
 WC 07/30/00 02:26 JOBID:  /MASNP  /29    ROSTER NO OF POSITION-353101
                   HELD AWAY TIME- 14:15
 TU 07/30/00 11:31 RLS-07/30 11:30-C  TAT-07/30 09:55-C
                   TIEUP AT-MX283     AFHT-MX283  RE36
                   DH-N REST-8  XREST-00000 RET-  SHRT-N
                   T/U MLS-0154 CC MLS-01856
 CM 07/30/00 11:31 RLV- 07/30 11:30-C
 CM 07/30/00 11:31 INITIAL TERMINAL DEPARTURE TIME - 07/30 04:50
 CM 07/30/00 11:31 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
 CM 07/30/00 11:31 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
 CM 07/30/00 11:31      =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
*DU 07/30/00 11:34 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-**** HR91924
                   RECEIVED DATE- 07/30/00
                   SHORT CREW-Y  $015. 05
                   TOTAL PAY FOR THIS TRIP: $   217.59
*EN 07/30/00 11:34 UP  009527 UP  003774
 CM 07/30/00 11:34 CLAIMED: 926-Y    H5 -1415 F3 -0035
 CM 07/30/00 11:34 FRA DATA ENG  MASNP  29 MX125  07300425 MX283  07301130
                   MX283  07301130
 CM 07/30/00 11:34 TTOD: 0705
 CM 07/30/00 11:34 USERID: OTET316  LATA: HR91924  TASKID: AF
 CM 07/30/00 11:34 UNDISTURBED REST: OFF
*TK 07/30/00 11:34 SLIP-07/30/00   TIME ON DUTY-07:05 STRTIM-07:05 KOT-1
                   MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0786000
                   STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                   DISTRIBUTION-000 PAY CD-165 TRIP CREDITS-0  FUND PLUG?-N
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                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW    F3-00:35 $     8.25
     *TX 07/30/00 11:34 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 07/30/00 11:34 USERID: OTET316
      CE 07/30/00 11:34 OLD REST TIME- 00/07/30 19:30-C              LATA-   00000
                        NEW REST TIME- 00/07/30 19:30-C
      DU 07/31/00 11:56 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y   $015. 05
                        TOTAL PAY FOR THIS TRIP: $    513.20
      EN 07/31/00 11:56 UP  009527 UP  003774
      TK 07/31/00 11:56 SLIP-07/30/00   TIME ON DUTY-07:05 STRTIM-07:05 KDT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0786000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-165 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-14:15 $  286.04 F3-00:35 $     8.25
      TX 07/31/00 11:56 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 07/31/00 11:56 USERID: OCMS032
7/30  UN 07/30/00 18:20 MX283  RE36 CNAPA  ENG   STARTS AT:          07/30 20:10-C
         NA             NOTF-07/30 18:18-C PH-816-254-7236 VACANCY STEP-00
                                    DH-N                        REGMAN-428882388
      UN 07/30/00 18:20 MX283  RE36 CNAPA  ENG   STARTS AT:          07/30 20:10-C
         ML             NOTF-07/30 18:19-C PH-573-443-9266 VACANCY STEP-00
                                    DH-N                        REGMAN-428882388
      CM 07/30/00 18:20 NO ANSWER.........KAC
      CM 07/30/00 18:20 PAGED...........KAC
      CM 07/30/00 18:20 JOB DESCRIPTION:
      SN 07/30/00 18:22 NOTF-07/30 18:22-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 07/30/00 18:22 MX283  RE36 CNAPA  ENG     START AT-MX283  07/30 20:10-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 07/30/00 18:22 CITC.........KAC
      WC 07/30/00 18:23 JOBID:  /CNAPA  /29    ROSTER NO OF POSITION-353101
      TU 07/31/00 04:12 RLS-07/31 04:15-C  TAT-07/31 03:45-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-02018
      CM 07/31/00 04:12 RLV- 07/31 04:15-C
      CM 07/31/00 04:12 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 07/31/00 04:12 INITIAL TERMINAL DEPARTURE TIME - 07/30 21:15
      CM 07/31/00 04:12 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
     *DU 07/31/00 04:15 ORG-MX283  DES-MX125  QLF-R SERVICE-2 SLIP#-**** H091419
                        RECEIVED DATE- 07/31/00
                        SHORT CREW-Y   $015. 05
                        TOTAL PAY FOR THIS TRIP: $    224.91
     *EN 07/31/00 04:15 UP  006546 UP  006659 UP  006815
      CM 07/31/00 04:15 CLAIMED: 901-Y    926-Y    I2 -0005
      CM 07/31/00 04:15 FRA DATA ENG  CNAPA  29 MX283  07302010 MX125  07310415
                        MX125  07310415
      CM 07/31/00 04:15 TTOD: 0805
      CM 07/31/00 04:15 USERID: OTET316  LATA: H091419  TASKID: AF
      CM 07/31/00 04:15 UNDISTURBED REST: OFF
     *TK 07/31/00 04:15 SLIP-07/30/00   TIME ON DUTY-08:05 STRTIM-08:05 KDT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1245000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-??:??  REVIEW
     *TX 07/31/00 04:15 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 07/31/00 04:15 USERID: OTET316
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      CE 07/31/00 04:15 OLD   ST TIME- 00/07/31 12:15-C                LATA-  00000
                        NEW REST TIME- 00/07/31 12:15-C
      DU 07/31/00 13:25 ORG-MX283  DES-MX125  QLF-R SERVICE-2 SLIP#-XX    HE91395
                        RECEIVED DATE- 07/31/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   224.91
      EN 07/31/00 13:25 UP  006546 UP  006659 UP  006815
      TK 07/31/00 13:25 SLIP-07/30/00   TIME ON DUTY-08:05 STRTIM-08:05 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1245000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
      TX 07/31/00 13:25 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 07/31/00 13:25 USERID: OCMS032
      DK 07/31/00 13:26 DECLINATION NUMBER- AL 0730-010   SLIP DATE-07/30/00
                        CHAIRMAN ID- 40101
                        DECLINED:       I2- 00:05        REASON CODE-ID
08/01 SN 08/01/00 16:17 NOTF-08/01 16:16-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-4288823888
      WR 08/01/00 16:17 MX125  RE36 CAENA  ENG     START AT-MX125  08/01 18:15-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/01/00 16:17 TC..RJD
      CM 08/01/00 16:17 RECREW REASON: LF
      WC 08/01/00 16:18 JOBID:  /CAENA  /01    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 22:00
      TU 08/02/00 00:36 RLS-08/02 00:40-C  TAT-08/01 23:50-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-02172
      CM 08/02/00 00:36 RLV- 08/02 00:40-C
      CM 08/02/00 00:36 INITIAL TERMINAL DEPARTURE TIME - 08/01 20:00
      CM 08/02/00 00:36 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/02/00 00:36 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
      CM 08/02/00 00:36       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
     *DU 08/02/00 00:37 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-**** H991959
                        RECEIVED DATE- 08/02/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   209.34
     *EN 08/02/00 00:37 UP  008221 UP  006603 UP  008171
      CM 08/02/00 00:37 CLAIMED: 926-Y    H5 -2200
     *TK 08/02/00 00:37 SLIP-08/01/00   TIME ON DUTY-06:25 STRTIM-06:25 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW
     *TX 08/02/00 00:37 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/02/00 00:37 USERID: OTET316
      CM 08/02/00 00:38 FRA DATA ENG  CAENA  01 MX125  08011815 MX283  08020040
                        MX283  08020040
      CM 08/02/00 00:38 TTOD: 0625
      CM 08/02/00 00:38 USERID: OTET316  LATA: H991959  TASKID: AF
      CM 08/02/00 00:38 UNDISTURBED REST: OFF
      CE 08/02/00 00:38 OLD REST TIME- 00/08/02 08:40-C                LATA-  00000
                        NEW REST TIME- 00/08/02 08:40-C
      DU 08/04/00 11:01 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   650.95
      EN 08/04/00 11:01 UP  008221 UP  006603 UP  008171
      TK 08/04/00 11:01 SLIP-08/01/00   TIME ON DUTY-06:25 STRTIM-06:25 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
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                        STR  LES-154 $  189.29 OVERTIME 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-22:00 $  441.61
      TX 08/04/00 11:01 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/04/00 11:01 USERID: OCMS032
8/02  SN 08/02/00 08:00 NOTF-08/02 07:59-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 08/02/00 08:00 MX283  RE36 ILADU  ENG     START AT-MX283  08/02 10:00-C
                        CREW REQ: R ACTUAL: R ST-OK
      WC 08/02/00 08:01 JOBID:  /ILADU  /30    ROSTER NO OF POSITION-353101
      TU 08/02/00 21:46 RLS-08/02 21:45-C  TAT-08/02 20:10-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0170 CC MLS-02342
      CM 08/02/00 21:46 RLV- 08/02 21:45-C
      CM 08/02/00 21:46 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/02/00 21:46 INITIAL TERMINAL DEPARTURE TIME - 08/02 13:00
      CM 08/02/00 21:46 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
     *DU 08/02/00 21:48 ORG-MX283  DES-MX125  OLF-0 SERVICE-2 SLIP#-**** H150151
                        RECEIVED DATE- 08/02/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   273.12
     *EN 08/02/00 21:48 UP  005715 UP  003412 UP  006179
      CM 08/02/00 21:48 CLAIMED: 901-Y    926-Y    12 -0145 F3 -0035
      CM 08/02/00 21:48 FRA DATA ENG  ILADU  30 MX283  08021000 MX125  08022145
                        MX125  08022145
      CM 08/02/00 21:48 TTOD: 1145
      CM 08/02/00 21:48 USERID: OTET316  LATA: H150151  TASKID: AF
      CM 08/02/00 21:48 UNDISTURBED REST: OFF
     *TK 08/02/00 21:48 SLIP-08/02/00   TIME ON DUTY-11:45 STRTIM-10:28 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1074581
                        STR MILES-170 $  208.43 OVERTIME- 01:17 $   38.64
                        DISTRIBUTION-000 PAY CD-171 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-01:45  REVIEW   F3-00:35  REVIEW
     *TX 08/02/00 21:48 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/02/00 21:48 USERID: OTET316
      CE 08/02/00 21:48 OLD REST TIME- 00/08/03 05:45-C              LATA-  00000
                        NEW REST TIME- 00/08/03 05:45-C
      CY 08/02/00 21:49 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:TRAIN DEPARTED OUT OF ARMOURDALE YD.
      DU 08/07/00 10:20 ORG-MX283  DES-MX125  OLF-0 SERVICE-2 SLIP#-XX   HE91395
                        RECEIVED DATE- 08/07/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   273.12
      EN 08/07/00 10:20 UP  005715 UP  003412 UP  006179
      DK 08/07/00 10:20 DECLINATION NUMBER- AL 0802-005  SLIP DATE-08/02/00
                        CHAIRMAN ID- 40101
                        DECLINED:      I2- 01:45       REASON CODE-IO
                        DECLINED:      F3- 00:35       REASON CODE-XN
      TK 08/07/00 10:20 SLIP-08/02/00   TIME ON DUTY-11:45 STRTIM-10:28 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1074581
                        STR MILES-170 $  208.43 OVERTIME- 01:17 $   38.64
                        DISTRIBUTION-000 PAY CD-171 TRIP CREDITS-0  FUND PLUG?-N
      TX 08/07/00 10:20 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/07/00 10:20 USERID: OCMS032
8/03  UN 08/03/00 15:47 MX125  RE36 WGHTPB ENG   STARTS AT: MX125  08/03 18:00-C
         RJ             NOTF-08/03 15:47-C PH-573-474-0627 VACANCY STEP-04
                        ASGN-MX125  RE36 DH-N                REGMAN-490569764
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       CM 08/03/00 15:47                                        S-2
08/04  SN 08/04/00 00:17 NOTF-08/04 00:15-C PH-573-474-0827 VACANCY STEP-00
                                                                REGMAN-428882388
       WR 08/04/00 00:17 MX125  RE36 CWLAT  ENG      START AT-MX125  08/04 02:15-C
                         CREW REQ: R ACTUAL: R ST-OK
       CM 08/04/00 00:17 TC.........RDW
       WC 08/04/00 00:18 JOBID: 2/CWLAT  /02     ROSTER NO OF POSITION-353101
                         HELD AWAY TIME- 12:30
       TU 08/04/00 10:48 RLS-08/04 10:50-C  TAT-08/04 09:30-C
                         TIEUP AT-MX283      AFHT-MX283  RE36
                         DH-N REST-8  XREST-00000 RET-  SHRT-N
                         T/U MLS-0154 CC MLS-02496
       CM 08/04/00 10:48 RLV- 08/04 10:50-C
       CM 08/04/00 10:48 UNDISTURBED REST: 1000 HRS
       CM 08/04/00 10:48 INITIAL TERMINAL DEPARTURE TIME - 08/04 03:00
       CM 08/04/00 10:48 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
       CM 08/04/00 10:48 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
       CM 08/04/00 10:48       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
      *DU 08/04/00 10:50 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-**** H991959
                         RECEIVED DATE- 08/04/00
                         SHORT CREW-Y  $015. 05
                         TOTAL PAY FOR THIS TRIP: $    214.05
      *EN 08/04/00 10:50 UP  007230 UP  008019 UP  007209
       CM 08/04/00 10:50 CLAIMED: 926-Y     H5 -1230 F3 -0020
       CM 08/04/00 10:50 FRA DATA ENG 2CWLAT  02 MX125  08040215 MX283  08041050
                         MX283  08041050
       CM 08/04/00 10:50 TTOD: 0835
       CM 08/04/00 10:50 USERID: OTET316  LATA: H991959  TASKID: AF
       CM 08/04/00 10:50 UNDISTURBED REST: ON
      *TK 08/04/00 10:50 SLIP-08/04/00   TIME ON DUTY-08:35 STRTIM-08:35 KOT-1
                         MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                         STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                         DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                         CONSTRUCTIVE ALLOWANCES:
                         TIME: H5-??:??  REVIEW   F3-00:20 $     4.71
      *TX 08/04/00 10:50 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 08/04/00 10:50 USERID: OTET316
       CE 08/04/00 10:50 OLD REST TIME- 00/08/04 20:50-C              LATA-  00000
                         NEW REST TIME- 00/08/04 20:50-C
       DU 08/08/00 11:09 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-      HE91395
                         SHORT CREW-Y  $015. 05
                         TOTAL PAY FOR THIS TRIP: $    464.96
       EN 08/08/00 11:09 UP  007230 UP  008019 UP  007209
       TK 08/08/00 11:09 SLIP-08/04/00   TIME ON DUTY-08:35 STRTIM-08:35 KOT-1
                         MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                         STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                         DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                         CONSTRUCTIVE ALLOWANCES:
                         TIME: H5-12:30 $  250.91 F3-00:20 $     4.71
       TX 08/08/00 11:09 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 08/08/00 11:09 USERID: OCMS032
08/04  UN 08/04/00 20:56 MX283  RE36 CNANT  ENG   STARTS AT:        08/04 22:45-C
          NA             NOTF-08/04 20:55-C PH-816-254-7236 VACANCY STEP-00
                                    DH-N                        REGMAN-428882388
       UN 08/04/00 20:56 MX283  RE36 CNANT  ENG   STARTS AT:        08/04 22:45-C
          ML             NOTF-08/04 20:56-C PH-573-443-9266 VACANCY STEP-00
                                    DH-N                        REGMAN-428882388
       CM 08/04/00 20:56 NO ANSWER.........KAC
       CM 08/04/00 20:56 PAGED.........KAC
       CM 08/04/00 20:56 JOB DESCRIPTION:
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      SN 08/04/00 21:02 NOTF  3/04 21:02-C PH-816-254-7   VACANCY STEP-00
                                                                REGMAN-428882388
      CM 08/04/00 21:02 CITC.........KAC
      WC 08/04/00 21:03 JOBID:  /CNANT  /02    ROSTER NO OF POSITION-353101
      CM 08/04/00 22:19 SWAPPED.......KAC
      SA 08/04/00 22:19 MX283  RE36 CNANT  ENG   STARTS AT:         08/04 22:45-C
                        NOTF-08/04 22:10-C PH-816-254-7236
                                           DH-N ST-OK STARTS:
      CM 08/04/00 22:20 ANNULMENT CODE: MD  REASON: SWAPPED
08/04 SN 08/04/00 22:20 NOTF-08/04 22:20-C PH-816-254-7236 VACANCY STEP-00
                                                                REGMAN-428882388
      WR 08/04/00 22:20 MX283  RE36 IGNMN7 ENG     START AT-MX283  08/04 22:45-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/04/00 22:20 FIX/SWAPPED.........KAC
      WC 08/04/00 22:21 JOBID:  /IGNMN7 /30    ROSTER NO OF POSITION-353101
      TU 08/05/00 06:31 RLS-08/05 06:30-C  TAT-08/05 04:15-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-02658
      CM 08/05/00 06:31 RLV- 08/05 06:30-C
      CM 08/05/00 06:31 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/05/00 06:31 INITIAL TERMINAL DEPARTURE TIME - 08/04 23:30
      CM 08/05/00 06:31 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
      DU 08/05/00 06:32 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H150151
                        RECEIVED DATE- 08/05/00
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   242.58
      EN 08/05/00 06:32 UP  009292 SP  009810 SP  009823
      CM 08/05/00 06:32 CLAIMED: 901-Y    926-Y    F3 -0115
      TK 08/05/00 06:32 SLIP-08/04/00   TIME ON DUTY-07:45 STRTIM-07:45 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1188000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-173 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F3-01:15 $   17.67
      TX 08/05/00 06:32 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      CM 08/05/00 06:32 USERID: OTET316
      CM 08/05/00 06:33 FRA DATA ENG  IGNMN7 30 MX283  08042245 MX125  08050630
                        MX125  08050630
      CM 08/05/00 06:33 TTOD: 0745
      CM 08/05/00 06:33 USERID: OTET316  LATA: H150151  TASKID: AF
      CM 08/05/00 06:33 UNDISTURBED REST: OFF
      CE 08/05/00 06:33 OLD REST TIME- 00/08/05 14:30-C            LATA-  00000
                        NEW REST TIME- 00/08/05 14:30-C
08/05 UN 08/05/00 19:00 MX125  RE36 CWLAT  ENG   STARTS AT: MX125  08/05 20:50-C
         RJ             NOTF-08/05 19:00-C PH-573-474-0627 VACANCY STEP-04
                        ASGN-MX125  RE36 DH-N                REGMAN-430965191
      CM 08/05/00 19:00                          S-04
08/06 SN 08/06/00 03:46 NOTF-08/06 03:46-C PH-573-474-0627 VACANCY STEP-00
                                                                REGMAN-428882388
      WR 08/06/00 03:46 MX125  RE36 COVAT  ENG     START AT-MX125  08/06 05:45-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/06/00 03:46 TC.....................CDH
      WC 08/06/00 03:47 JOBID:  /COVAT  /01    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 07:15
      TU 08/06/00 13:14 RLS-08/06 13:15-C  TAT-08/06 12:40-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
            !           DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-02812
      CM 08/06/00 13:14 RLV- 08/06 13:15-C
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     CM 08/06/00 13:14 INITIAL TERMINAL DEPARTURE TIME  08/06 06:00
     CM 08/06/00 13:14 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
     CM 08/06/00 13:14 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
     CM 08/06/00 13:14       =TE AFHT MX283 USE EMPLOYEES PSP AFHT NUMBERS
    *DU 08/06/00 13:16 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-**** H626681
                       RECEIVED DATE- 08/06/00
                       SHORT CREW-Y  $015. 05
                       TOTAL PAY FOR THIS TRIP: $   209.34
    *EN 08/06/00 13:16 UP  006544 UP  006779 UP  008114
     CM 08/06/00 13:16 CLAIMED: 926-Y     H5 -0715
     CM 08/06/00 13:16 FRA DATA ENG  COVAT  01 MX125  08060545 MX283  08061315
                       MX283  08061315
     CM 08/06/00 13:16 TTOD: 0730
     CM 08/06/00 13:16 USERID: OTET316  LATA: H626681  TASKID: AF
     CM 08/06/00 13:16 UNDISTURBED REST: OFF
    *TK 08/06/00 13:16 SLIP-08/06/00   TIME ON DUTY-07:30 STRTIM-07:30 KOT-1
                       MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                       STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                       DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                       CONSTRUCTIVE ALLOWANCES:
                       TIME: H5-??:??  REVIEW
    *TX 08/06/00 13:16 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
    *CM 08/06/00 13:16 USERID: OTET316
     CE 08/06/00 13:16 OLD REST TIME- 00/08/06 21:15-C              LATA- '00000
                       NEW REST TIME- 00/08/06 21:15-C
     DU 08/09/00 08:30 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-      HE91395
                       SHORT CREW-Y  $015. 05
                       TOTAL PAY FOR THIS TRIP: $   354.87
     EN 08/09/00 08:30 UP  006544 UP  006779 UP  008114
     TK 08/09/00 08:30 SLIP-08/06/00   TIME ON DUTY-07:30 STRTIM-07:30 KOT-1
                       MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                       STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                       DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                       CONSTRUCTIVE ALLOWANCES:
                       TIME: H5-07:15 $  145.53
     TX 08/09/00 08:30 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
     CM 08/09/00 08:30 USERID: OCMS032
'8/07 SN 08/07/00 01:31 NOTF-08/07 01:29-C PH-816-254-7236 VACANCY STEP-00
                                                    REGMAN-428882388
     CM 08/07/00 01:31 TC.........RDW
     WC 08/07/00 01:32 JOBID:  /CNAWL  /04    ROSTER NO OF POSITION-353101
     CM 08/07/00 02:39 SWAPPED TO HG/CCVCS/28....RDW
     SA 08/07/00 02:39 MX283  RE36 CNAWL  ENG   STARTS AT:        08/07 03:30-C
                       NOTF-08/07 00:00-C PH-816-254-7236
                                  DH-N ST-OK STARTS:
     CM 08/07/00 02:40 ANNULMENT CODE: DU  REASON: SWAPPED
'8/07 SN 08/07/00 02:41 NOTF-08/07 00:00-C PH-816-254-7236 VACANCY STEP-00
                                          *HOG CREW* REGMAN-428882388
     WR 08/07/00 02:41 MX283  RE36 CCVCS  ENG     START AT-MX283  08/07 03:30-C
                       CREW REQ: R ACTUAL: R ST-OK
     CM 08/07/00 02:41 RECREW REASON: MW
     CM 08/07/00 02:41 JOB DESCRIPTION: =BM
     WC 08/07/00 02:42 JOBID:  /CCVCS  /28    ROSTER NO OF POSITION-353101
     CM 08/07/00 02:42 LIMO SYSTEM CONTROL NUMBER: 00246727
     TU 08/07/00 13:16 RLS-08/07 13:15-C  TAT-08/07 12:45-C
                       TIEUP AT-MX125     AFHT-
                       DH-N REST-8  XREST-00000 RET-  SHRT-N
                       T/U MLS-0162 CC MLS-02974
     CM 08/07/00 13:16 RLV- 08/07 13:15-C
     CM 08/07/00 13:16 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
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 CM 08/07/00 13:16 INITIAL TERMINAL DEPARTURE TIME - 08/07 04:00
 CM 08/07/00 13:16 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
*DU 08/07/00 13:18 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H091419
                   RECEIVED DATE- 08/07/00
                   SHORT CREW-Y  $015. 05
                   TOTAL PAY FOR THIS TRIP: $   230.91
*EN 08/07/00 13:18 UP  006566 UP  006646
 CM 08/07/00 13:18 CLAIMED: 902-Y    926-Y
 CM 08/07/00 13:18 FRA DATA ENG  CCVCS  28 MX283  08070330 MX125  08071315
                   MX125  08071315
 CM 08/07/00 13:18 TTOD: 0945
 CM 08/07/00 13:18 USERID: OTET316  LATA: H091419  TASKID: AF
 CM 08/07/00 13:18 UNDISTURBED REST: OFF
*TK 08/07/00 13:18 SLIP-08/07/00   TIME ON DUTY-09:45 STRTIM-09:45 KOT-1
                   MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0830000
                   STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                   DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
*TX 08/07/00 13:18 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
*CM 08/07/00 13:18 USERID: OTET316
 CE 08/07/00 13:18 OLD REST TIME- 00/08/07 21:15-C              LATA-  00000
                   NEW REST TIME- 00/08/07 21:15-C
 DU 08/09/00 13:06 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-      HE91395
                   SHORT CREW-Y  $015. 05
                   TOTAL PAY FOR THIS TRIP: $   230.91
 EN 08/09/00 13:06 UP  006566 UP  006646
 TK 08/09/00 13:06 SLIP-08/07/00   TIME ON DUTY-09:45 STRTIM-09:45 KOT-1
                   MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0830000
                   STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                   DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
 TX 08/09/00 13:06 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
 CM 08/09/00 13:06 USERID: OCMS032
08/08 CM 08/08/00 09:04 FRA HOD/OJT ATTENDED:08/06/00   P
08/08 SN 08/08/00 10:46 NOTF-08/08 10:44-C PH-573-474-0627 VACANCY STEP-00
                                                        REGMAN-428882388
 WR 08/08/00 10:46 MX125  RE36 MESNP  ENG     START AT-MX125  08/08 12:45-C
                   CREW REQ: R ACTUAL: R ST-OK
 CM 08/08/00 10:46 DH CS GET TRAIN AT BONNOTS JCT
 CM 08/08/00 10:46 JOB DESCRIPTION: =BM
 WC 08/08/00 10:47 JOBID:  /MESNP  /07    ROSTER NO OF POSITION-353101
                   HELD AWAY TIME- 07:30
 TU 08/08/00 22:01 RLS-08/08 22:10-C  TAT-08/08 20:45-C
                   TIEUP AT-MX283     AFHT-MX283  RE36
                   DH-N REST-8  XREST-00000 RET-  SHRT-N
                   T/U MLS-0154 CC MLS-03128
 CM 08/08/00 22:01 RLV- 08/08 22:10-C
 CM 08/08/00 22:01 INITIAL TERMINAL DEPARTURE TIME - 08/08 14:45
 CM 08/08/00 22:01 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
 CM 08/08/00 22:01 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
 CM 08/08/00 22:01      =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
*DU 08/08/00 22:07 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-**** HG26634
                   RECEIVED DATE- 08/08/00
                   SHORT CREW-Y  $015. 05
                   TOTAL PAY FOR THIS TRIP: $   225.83
*EN 08/08/00 22:07 UP  009180 UP  009616
 CM 08/08/00 22:07 CLAIMED: 926-Y    H5 -0730 I2 -0045 F3 -0025
*TK 08/08/00 22:07 SLIP-08/08/00   TIME ON DUTY-09:25 STRTIM-09:25 KOT-1
                   MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0806000
                   STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                   DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
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                        TIME  H5-??:??  REVIEW   12-00:  $    10.60
     *TX 08/08/00 22:07 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/08/00 22:07 USERID: OTET316
     *LN 08/08/00 22:07 SERV-2  TRIPS-0    ALW-     $00.00  DISTB-000 PAY CODE-166
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F3-00:25 $     5.89
      CM 08/08/00 22:08 FRA DATA ENG  MESNP  07 MX125  08081245 MX283  08082210
                        MX283  08082210
      CM 08/08/00 22:08 TTOD: 0925
      CM 08/08/00 22:08 USERID: OTET316  LATA: HG26634  TASKID: AF
      CM 08/08/00 22:08 UNDISTURBED REST: OFF
      CY 08/08/00 22:08 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:CLAIM 4 HRS ACCT CALLED IN COMBINED SERVICE
      CE 08/08/00 22:08 OLD REST TIME- 00/08/09 06:10-C              LATA-  00000
                        NEW REST TIME- 00/08/09 06:10-C
        TO DEADHEAD TO M.P.117 BONNOTS JCT. TO GET TRAIN WHIC
        H WAS EAST OFJEFF.CITY.
      DU 08/09/00 14:42 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   454.54
      EN 08/09/00 14:42 UP  009180 UP  009616
      TK 08/09/00 14:42 SLIP-08/08/00   TIME ON DUTY-09:25 STRTIM-09:25 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0806000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-07:30 $  150.55 I2-00:45 $   10.60
      TX 08/09/00 14:42 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/09/00 14:42 USERID: OCMS032
      LN 08/09/00 14:42 SERV-2  TRIPS-0    ALW-     $00.00  DISTB-000 PAY CODE-166
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F3-00:25 $     5.89
      LN 08/09/00 14:42 SERV-2 TRIPS-0 RUN CODE:          DISTB-000 PAY CCD-X151
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: U4-04:00 $    78.16
8/09  SN 08/09/00 06:20 NOTF-08/09 06:19-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 08/09/00 06:20 MX283  RE36 CNAAE  ENG     START AT-MX283  08/09 08:00-C
                        CREW REQ: R ACTUAL: R ST-OK
      WC 08/09/00 06:21 JOBID:  /CNAAE  /07    ROSTER NO OF POSITION-353101
      TU 08/09/00 18:47 RLS-08/09 18:45-C  TAT-08/09 17:55-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-03290
      CM 08/09/00 18:47 RLV- 08/09 18:45-C
      CM 08/09/00 18:47 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/09/00 18:47 INITIAL TERMINAL DEPARTURE TIME - 08/09 09:25
      CM 08/09/00 18:47 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
     *DU 08/09/00 18:48 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H440415
                        RECEIVED DATE- 08/09/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   248.49
     *EN 08/09/00 18:48 UP  008184 SP  000205 UP  006506
      CM 08/09/00 18:48 CLAIMED: 901-Y    926-Y    7W -0010
     *TK 08/09/00 18:48 SLIP-08/09/00   TIME ON DUTY-10:45 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1245000
                        STR MILES-162 $  198.86 OVERTIME- 00:47 $   23.58
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: 7W-??:??  REVIEW
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     *TX 08/07/00 18:48 ALW-  6 $ 05.00 DOUBLE LOCAL PA $--.-- CABOOSE-$--.--
     *CM 08/09/00 18:48 USERID: OTET316
      CM 08/09/00 18:49 FRA DATA ENG  CNAAE  07 MX283  08070800 MX125  08091845
                        MX125  08091845
      CM 08/09/00 18:49 TTOD: 1045
      CM 08/09/00 18:49 USERID: OTET316  LATA: H440415  TASKID: AF
      CM 08/09/00 18:49 UNDISTURBED REST: OFF
      CE 08/09/00 18:49 OLD REST TIME- 00/08/10 02:45-C              LATA-  00000
                        NEW REST TIME- 00/08/10 02:45-C
      DU 08/10/00 12:10 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-XX   HE91395
                        RECEIVEE DATE- 08/10/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   248.49
      EN 08/10/00 12:10 UP  008184 SP  006205 UP  006506
      TK 08/10/00 12:10 SLIP-08/09/00   TIME ON DUTY-10:45 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1245000
                        STR MILES-162 $  198.86 OVERTIME- 00:47 $   23.58
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
      TX 08/10/00 12:10 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/10/00 12:10 USERID: OCMS032
      DK 08/10/00 12:11 DECLINATION NUMBER- AL 0809-006   SLIP DATE-08/09/00
                        CHAIRMAN ID- 40101
                        DECLINED:      7W- 00:10       REASON CODE-TI
                        DECLINED:      I2- 00:10       REASON CODE-IO
08/10 SN 08/10/00 21:37 NOTF-08/10 21:37-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 08/10/00 21:37 MX125  RE36 DH36   ENG     START AT-MX125  08/10 23:30-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/10/00 21:37 WIFE TC/DH SAP.........KAC
      CM 08/10/00 21:37 DH TYPE: SEPARATE AND APART    DH METHOD: TAXI
                        DH REASON: DH
      WC 08/10/00 21:38 JOBID:  /DH36   /10    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 12:45
      CM 08/10/00 22:07 LIMO SYSTEM CONTROL NUMBER: 00242493
      TU 08/11/00 02:20 RLS-08/11 02:20-C  TAT-08/11 02:15-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0130 CC MLS-03420
      CM 08/11/00 02:20 RLV- 08/11 02:20-C
      CM 08/11/00 02:20 INITIAL TERMINAL DEPARTURE TIME - 08/10 23:45
      CM 08/11/00 02:20 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/11/00 02:20 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
      CM 08/11/00 02:20       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
     *DU 08/11/00 02:22 ORG-MX125  DES-MX283  QLF-D SERVICE-2 SLIP#-**** HG26634
                        RECEIVED DATE- 08/11/00
                        TOTAL PAY FOR THIS TRIP: $   156.32
      CM 08/11/00 02:22 CLAIMED: H5 -1245 D4 -0800
     *TK 08/11/00 02:22 SLIP-08/10/00   TIME ON DUTY-02:50 STRTIM-02:50 KOT-0
                        MLS PD NR-000 OC-01 ALW-    $00.00  WEIGHT-0001000
                        STR MILES-000 $     .00 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW   D4-08:00 $  156.32
     *TX 08/11/00 02:22 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/11/00 02:22 USERID: OTET316
      CM 08/11/00 02:23 FRA DATA ENG DT X MX125  08102330 MX283  08110220 TAXI
      CM 08/11/00 02:23 TTOD: 0000
      DU 08/11/00 10:32 ORG-MX125  DES-MX283  QLF-D SERVICE-2 SLIP#-     HE91395
                        TOTAL PAY FOR THIS TRIP: $   405.46
      TK 08/11/00 10:32 SLIP-08/10/00   TIME ON DUTY-02:50 STRTIM-02:50 KOT-0
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                        MLS PD NR-000 OC-01 ALW-     $00.00  WEIGHT-0001000
                        STR MILES-000 $      .00 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-12:45 $  249.14 D4-08:00 $  156.32
      TX 08/11/00 10:32 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/11/00 10:32 USERID: OCMS032
08/11 SN 08/11/00 11:23 NOTF-08/11 11:23-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      WC 08/11/00 11:24 JOBID: 2/CNABW  /09    ROSTER NO OF POSITION-353101
      CM 08/11/00 15:31 SWAPPED.........KAC
      SA 08/11/00 15:31 MX283  RE36 CNABW, ENG   STARTS AT:         08/11 13:20-C
                        NOTF-08/11 15:30-C PH-816-254-7236
                                           DH-N ST-OK STARTS:
      CM 08/11/00 15:32 ANNULMENT CODE: DU  REASON: SWAPPED
 8/11 SN 08/11/00 15:58 NOTF-08/11 15:58-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 08/11/00 15:58 MX283  RE36 IOAMN  ENG     START AT-MX283  08/11 13:20-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/11/00 15:58 FIX/SWAPPED.........KAC
      WC 08/11/00 15:59 JOBID:  /IOAMN  /07    ROSTER NO OF POSITION-353101
      TU 08/11/00 23:12 RLS-08/11 23:15-C  TAT-08/11 22:30-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-03582
      CM 08/11/00 23:12 RLV- 08/11 23:15-C
      CM 08/11/00 23:12 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/11/00 23:12 INITIAL TERMINAL DEPARTURE TIME - 08/11 17:15
      CM 08/11/00 23:12 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
     *DU 08/11/00 23:15 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H091419
                        RECEIVED DATE- 08/11/00
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   224.91
     *EN 08/11/00 23:15 UP  006361 UP  003035
      CM 08/11/00 23:15 CLAIMED: 901-Y    926-Y    I2 -0245
      CM 08/11/00 23:15 FRA DATA ENG  IOAMN  07 MX283  08111320 MX125  08112315
                        MX125  08112315
      CM 08/11/00 23:15 TTOD: 0955
      CM 08/11/00 23:15 USERID: OTET316  LATA: H091419  TASKID: AF
      CM 08/11/00 23:15 UNDISTURBED REST: OFF
     *TK 08/11/00 23:15 SLIP-08/11/00   TIME ON DUTY-09:55 STRTIM-09:55 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-0780240
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-165 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-??:??  REVIEW
     *TX 08/11/00 23:15 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/11/00 23:15 USERID: OTET316
      CE 08/11/00 23:15 OLD REST TIME- 00/08/12 07:15-C            LATA-  00000
                        NEW REST TIME- 00/08/12 07:15-C
      DU 08/16/00 11:35 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-     HE91395
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   263.79
      EN 08/16/00 11:35 UP  006361 UP  003035
      TK 08/16/00 11:35 SLIP-08/11/00   TIME ON DUTY-09:55 STRTIM-09:55 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-0780240
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-165 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-02:45 $   38.88
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      TX 08/16/00 11:35 ALW-  6 $ 05.00 DOUBLE LOCAL PA  00.00 CABOOSE-$--.--
      CM 08/16/00 11:35 USERID: OCMS032
08/12 SN 08/12/00 16:31 NOTF-08/12 16:30-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 08/12/00 16:31 MX125  RE36 AASFX  ENG     START AT-MX125  08/12 18:30-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/12/00 16:31 WIFE TC.........KAC
      WC 08/12/00 16:32 JOBID:  /AASFX  /12    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 03:15
      TU 08/13/00 03:02 RLS-08/13 03:05-C  TAT-08/13 00:10-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-03736
      CM 08/13/00 03:02 RLV- 08/13 03:05-C
      CM 08/13/00 03:02 INITIAL TERMINAL DEPARTURE TIME - 08/12 19:10
      CM 08/13/00 03:02 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/13/00 03:02 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
      CM 08/13/00 03:02      =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
     *DU 08/13/00 03:05 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-**** H991928
                        RECEIVED DATE- 08/13/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   236.44
     *EN 08/13/00 03:05 SP  007510 SP  008379 HLCX006524
      CM 08/13/00 03:05 CLAIMED: 926-Y    H5 -0315 F3 -0155
      CM 08/13/00 03:05 FRA DATA ENG  AASFX  12 MX125  08121830 MX283  08130305
                        MX283  08130305
      CM 08/13/00 03:05 TTOD: 0835
      CM 08/13/00 03:05 USERID: OTET316  LATA: H991928  TASKID: AF
      CM 08/13/00 03:05 UNDISTURBED REST: OFF
     *TK 08/13/00 03:05 SLIP-08/12/00   TIME ON DUTY-08:35 STRTIM-08:35 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1190294
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-173 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW   F3-01:55 $   27.10
     *TX 08/13/00 03:05 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/13/00 03:05 USERID: OTET316
      CE 08/13/00 03:05 OLD REST TIME- 00/08/13 11:05-C            LATA-  00000
                        NEW REST TIME- 00/08/13 11:05-C
      CY 08/13/00 03:06 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:YARDED TRAIN FAIRFAX YD.
      DU 08/16/00 11:55 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-     HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   311.25
      EN 08/16/00 11:55 SP  007510 SP  008379 HLCX006524
      TK 08/16/00 11:55 SLIP-08/12/00   TIME ON DUTY-08:35 STRTIM-08:35 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1190294
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-173 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-03:15 $   65.24 F3-01:55 $   27.10
      TX 08/16/00 11:55 ALW-    $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/16/00 11:55 USERID: OCMS032
:8/13 CM 08/13/00 15:03 RECEIVED 20 MIN SHORT CALL....KAC
:8/13 SN 08/13/00 15:03 NOTF-08/13 15:02-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 08/13/00 15:03 MX283  RE36 CBTDY  ENG     START AT-MX283  08/13 16:40-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/13/00 15:03 TC.......KAC
      WC 08/13/00 15:04 JOBID:  /CBTDY  /12    ROSTER NO OF POSITION-353101
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      TU 08/13/00 23:32 RLS-  /13 23:35-C  TAT-08/13 22  -C
                        TIEUP AT-MX125      AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-03898
      CM 08/13/00 23:32 RLV- 08/13 23:35-C
      CM 08/13/00 23:32 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/13/00 23:32 INITIAL TERMINAL DEPARTURE TIME - 08/13 17:10
      CM 08/13/00 23:32 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
      DU 08/13/00 23:34 ORG-MX283  DES-MX125  OLF-W SERVICE-2 SLIP#-**** H091419
                        RECEIVED DATE- 08/13/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   230.91
      EN 08/13/00 23:34 UP  008117 UP  008305
      CM 08/13/00 23:34 CLAIMED: 902-Y     926-Y
      CM 08/13/00 23:34 FRA DATA ENG  CBTDY  12 MX283  08131640 MX125  08132335
                        MX125  08132335
      CM 08/13/00 23:34 TTOD: 0655
      CM 08/13/00 23:34 USERID: OTET316  LATA: H091419  TASKID: AF
      CM 08/13/00 23:34 UNDISTURBED REST: OFF
      TK 08/13/00 23:34 SLIP-08/13/00   TIME ON DUTY-06:55 STRTIM-06:55 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0830000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
      TX 08/13/00 23:34 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      CM 08/13/00 23:34 USERID: OTET316
      CE 08/13/00 23:34 OLD REST TIME- 00/08/14 07:35-C              LATA-  00000
                        NEW REST TIME- 00/08/14 07:35-C
3/15  SN 08/15/00 03:15 NOTF-08/15 03:14-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 08/15/00 03:15 MX125  RE36 CTVBT  ENG     START AT-MX125  08/15 05:15-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/15/00 03:15 TC.........................CDH
      WC 08/15/00 03:16 JOBID:  /CTVBT  /14    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 13:40
      TU 08/15/00 12:30 RLS-08/15 12:30-C  TAT-08/15 12:10-C
                        TIEUP AT-MX283      AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-04052
      CM 08/15/00 12:30 RLV- 08/15 12:30-C
      CM 08/15/00 12:30 INITIAL TERMINAL DEPARTURE TIME - 08/15 07:40
      CM 08/15/00 12:30 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/15/00 12:30 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
      CM 08/15/00 12:30       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
     *DU 08/15/00 12:32 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-**** H026634
                        RECEIVED DATE- 08/15/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   225.83
     *EN 08/15/00 12:32 UP  006573 UP  006574
      CM 08/15/00 12:32 CLAIMED: 926-Y     H5 -1340 I2 -0110
     *TK 08/15/00 12:32 SLIP-08/15/00   TIME ON DUTY-07:15 STRTIM-07:15 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW   I2-01:10 $   16.49
     *TX 08/15/00 12:32 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/15/00 12:32 USERID: OTET316
      CM 08/15/00 12:33 FRA DATA ENG  CTVBT  14 MX125  08150515 MX283  08151230
                        MX283  08151230
      CM 08/15/00 12:33 TTOD: 0715
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      CM 08/15/00 12:33 USERID: OTET316  LATA: HG26634  TASKID: AF
      CM 08/15/00 12:33 UNDISTURBED REST: OFF
      CE 08/15/00 12:33 OLD REST TIME- 00/08/15 20:30-C              LATA-  00000
                        NEW REST TIME- 00/08/15 20:30-C
      DU 08/16/00 14:11 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   500.16
      EN 08/16/00 14:11 UP  006573 UP  006574
      TK 08/16/00 14:11 SLIP-08/15/00   TIME ON DUTY-07:15 STRTIM-07:15 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-13:40 $  274.33 I2-01:10 $   16.49
      TX 08/16/00 14:11 ALW-    $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/16/00 14:11 USERID: OCMS032
08/16 SN 08/15/00 22:00 NOTF-08/15 21:59-C PH-816-254-7236 VACANCY STEP-00
                                                        REGMAN-428882388
      WR 08/15/00 22:00 MX283  RE36 CATGP  ENG     START AT-MX283  08/16 00:01-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/15/00 22:00 TC...RJD
      WC 08/15/00 22:01 JOBID:  /CATGP  /14    ROSTER NO OF POSITION-353101
      TU 08/16/00 08:44 RLS-08/16 08:45-C  TAT-08/16 07:10-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162
      CM 08/16/00 08:44 RLV- 08/16 08:45-C
      CM 08/16/00 08:44 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/16/00 08:44 INITIAL TERMINAL DEPARTURE TIME - 08/16 01:46
      CM 08/16/00 08:44 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
     *DU 08/16/00 08:48 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H440415
                        RECEIVED DATE- 08/16/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   240.23
     *EN 08/16/00 08:48 UP  007282 UP  008201 UP  006548
      CM 08/16/00 08:48 CLAIMED: 901-Y    926-Y    I2 -0030 F3 -0035
      CM 08/16/00 08:48 FRA DATA ENG  CATGP  14 MX283  08160001 MX125  08160845
                        MX125  08160845
      CM 08/16/00 08:48 TTOD: 0844
      CM 08/16/00 08:48 USERID: OTET316  LATA: H440415  TASKID: AF
      CM 08/16/00 08:48 UNDISTURBED REST: OFF
     *TK 08/16/00 08:48 SLIP-08/16/00   TIME ON DUTY-08:44 STRTIM-08:44 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1245000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-00:30 $    7.07 F3-00:35 $    8.25
     *TX 08/16/00 08:48 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/16/00 08:48 USERID: OTET316
      CE 08/16/00 08:48 OLD REST TIME- 00/08/16 16:45-C              LATA-  00000
                        NEW REST TIME- 00/08/16 16:45-C
      CY 08/16/00 08:49 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:RAN AROUND ENGR. A. I. LINDEEY AND ENGR.
        J. W. SISSOM
      DU 08/21/00 13:52 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   240.23
      EN 08/21/00 13:52 UP  007282 UP  008201 UP  006548
      TK 08/21/00 13:52 SLIP-08/16/00   TIME ON DUTY-08:44 STRTIM-08:44 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1245000
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W121

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                                STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                                DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                                CONSTRUCTIVE ALLOWANCES:
                                TIME: I2-00:30 $     7.07 F3-00:35 $     8.25
        TX 08/21/00 13:52 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
        CM 08/21/00 13:52 USERID: OCMS032
08/16 CA 08/16/00 00:02 STARTS-00                                              E000000
                                CCMILS-0000 RDMILS-0000 MILSPD-0000 MILSMO-0000
08/16 UN 08/16/00 20:45 MX125  RE36 CNTAT  ENG   STARTS AT: MX125  08/16 22:30-C
        RJ              NOTF-08/16 20:45-C PH-573-474-0627 VACANCY STEP-04
                        ASGN-MX125  RE36 DH-N                  REGMAN-488487762
        CM 08/16/00 20:45                        S-04
08/17 UN 08/17/00 00:48 MX125  RE36 CPAWE  ENG   STARTS AT: MX125  08/17 02:30-C
        RJ              NOTF-08/17 00:45-C PH-573-474-0627 VACANCY STEP-04
                        ASGN-MX125  RE36 DH-N                  REGMAN-500469509
        CM 08/17/00 00:48 NOT LIKE TURN.RJD            S-04
        CM 08/17/00 00:48 JOB DESCRIPTION:
08/17 SN 08/17/00 09:05 NOTF-08/17 09:03-C PH-573-474-0627 VACANCY STEP-00
                                                       REGMAN-428882388
        WR 08/17/00 09:05 MX125  RE36 IDULA  ENG     START AT-MX125  08/17 11:00-C
                        CREW REQ: R ACTUAL: R ST-OK
        WC 08/17/00 09:06 JOBID:  /IDULA  /17    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 10:15
        TU 08/17/00 20:46 RLS-08/17 20:50-C  TAT-08/17 17:10-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00162
        CM 08/17/00 20:46 RLV- 08/17 20:50-C
        CM 08/17/00 20:46 INITIAL TERMINAL DEPARTURE TIME - 08/17 12:55
        CM 08/17/00 20:46 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
        CM 08/17/00 20:46 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000008
        CM 08/17/00 20:46      =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
       *DU 08/17/00 20:49 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-**** H991959
                        RECEIVED DATE- 08/17/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   266.04
       *EN 08/17/00 20:49 UP  003301 UP  009552 UP  004194
        CM 08/17/00 20:49 CLAIMED: 926-Y    H5 -1015 I2 -0040 F3 -0240
        CM 08/17/00 20:49 FRA DATA ENG  IDULA  17 MX125  08171100 MX283  08172050
                        MX283  08172050
        CM 08/17/00 20:49 TTOD: 0950
        CM 08/17/00 20:49 USERID: OTET316  LATA: H991959  TASKID: AF
        CM 08/17/00 20:49 UNDISTURBED REST: OFF
       *TK 08/17/00 20:49 SLIP-08/17/00   TIME ON DUTY-09:50 STRTIM-09:50 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1184160
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-173 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW   I2-00:40 $     9.43
       *TX 08/17/00 20:49 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
       *CM 08/17/00 20:49 USERID: OTET316
       *LN 08/17/00 20:49 SERV-2  TRIPS-0   ALW-     $00.00  DISTB-000 PAY CODE-173
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F3-02:40 $    37.70
        CE 08/17/00 20:49 OLD REST TIME- 00/08/18 04:50-C              LATA-  00000
                        NEW REST TIME- 00/08/18 04:50-C
        CY 08/17/00 20:50 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
          COMMENTS:YARDED TRAIN ARMOURDALE YD
        DU 08/22/00 13:45 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-     HE91395
                        SHORT CREW-Y  $015. 05
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                        TOTAL PAY FOR THIS TRIP: $    47[illegible]79
      EN 08/22/00 13:45 UP  [illegible]3301 UP  009552 UP  00419[illegible]
      TK 08/22/00 13:45 SLIP-08/17/00   TIME ON DUTY-09:50 STRTIM-09:50 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1184160
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-173 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-10:15 $  205.75 I2-00:40 $    9.43
      TX 08/22/00 13:45 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/22/00 13:45 USERID: OCMS032
      LN 08/22/00 13:45 SERV-2  TRIPS-0   ALW-     $00.00  DISTB-000 PAY CODE-173
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F3-02:40 $   37.70
08/18 SN 08/18/00 09:24 NOTF-08/18 09:16-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 08/18/00 09:24 MX283  RE36 CATGP  ENG     START AT-MX283  08/18 11:15-C
                        CREW REQ: R ACTUAL: R ST-OK
      WC 08/18/00 09:25 JOBID:  /CATGP  /16    ROSTER NO OF POSITION-353101
      TU 08/18/00 19:52 RLS-08/18 19:55-C  TAT-08/18 19:30-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0170 CC MLS-00332
      CM 08/18/00 19:52 RLV- 08/18 19:55-C
      CM 08/18/00 19:52 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/18/00 19:52 INITIAL TERMINAL DEPARTURE TIME - 08/18 13:20
      CM 08/18/00 19:52 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000008
     *DU 08/18/00 19:53 ORG-MX283  DES-MX125  QLF-O SERVICE-2 SLIP#-**** H150151
                        RECEIVED DATE- 08/18/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   252.26
     *EN 08/18/00 19:53 UP  006519 UP  006600 UP  008216
      CM 08/18/00 19:53 CLAIMED: 902-Y    926-Y    I2 -0050
     *TK 08/18/01 19:53 SLIP-08/18/00   TIME ON DUTY-08:40 STRTIM-08:40 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-170 $  208.43 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-00:50 $   11.78
     *TX 08/18/00 19:53 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/18/00 19:53 USERID: OTET316
      CM 08/18/00 19:54 FRA DATA ENG  CATGP  16 MX283  08181115 MX125  08181955
                        MX125  08181955
      CM 08/18/00 19:54 TTOD: 0840
      CM 08/18/00 19:54 USERID: OTET316  LATA: H150151  TASKID: AF
      CM 08/18/00 19:54 UNDISTURBED REST: OFF
      CY 08/18/00 19:54 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:DEPARTED FROM ARMOURDALE YARD
      CE 08/18/00 19:54 OLD REST TIME- 00/08/19 03:55-C              LATA-  00000
                        NEW REST TIME- 00/08/19 03:55-C
      DU 08/23/00 09:22 ORG-MX283  DES-MX125  QLF-O SERVICE-2 SLIP#-     HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   252.26
      EN 08/23/00 09:22 UP  006519 UP  006600 UP  008216
      TK 08/23/00 09:22 SLIP-08/18/00   TIME ON DUTY-08:40 STRTIM-08:40 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-170 $  208.43 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-00:50 $   11.78
      TX 08/23/00 09:22 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
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      CM 08/23/00 09:22 USER  : OCMS032
8/19  SN 08/19/00 17:17 NOTF-08/19 17:16-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 08/19/00 17:17 MX125  RE36 CNTAT  ENG     START AT-MX125  08/19 19:15-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/19/00 17:17 TC.........KAC
      WC 08/19/00 17:18 JOBID:  /CNTAT  /18    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 07:20
      TU 08/20/00 04:19 RLS-08/20 04:20-C  TAT-08/20 03:45-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-00486
      CM 08/20/00 04:19 RLV- 08/20 04:20-C
      CM 08/20/00 04:19 INITIAL TERMINAL DEPARTURE TIME - 08/19 20:35
      CM 08/20/00 04:19 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/20/00 04:19 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000008
      CM 08/20/00 04:19       =TE AFHT MX283 USE EMPLOYEES PGF AFHT NUMBERS
     *DU 08/20/00 04:21 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-**** H991959
                        RECEIVED DATE- 08/20/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   209.34
     *EN 08/20/00 04:21 UP  006866 UP  007167
      CM 08/20/00 04:21 CLAIMED: 926-Y    H5 -0720
      CM 08/20/00 04:21 FRA DATA ENG  CNTAT  18 MX125  08191915 MX283  08200420
                        MX283  08200420
      CM 08/20/00 04:21 TTOD: 0905
      CM 08/20/00 04:21 USERID: OTET316  LATA: H991959  TASKID: AF
      CM 08/20/00 04:21 UNDISTURBED REST: OFF
     *TK 08/20/00 04:21 SLIP-08/19/00   TIME ON DUTY-09:05 STRTIM-09:05 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW
     *TX 08/20/00 04:21 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/20/00 04:21 USERID: OTET316
      CE 08/20/00 04:21 OLD REST TIME- 00/08/20 12:20-C             LATA-  00000
                        NEW REST TIME- 00/08/20 12:20-C
      DU 08/23/00 10:12 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-     HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   356.54
      EN 08/23/00 10:12 UP  006866 UP  007167
      TK 08/23/00 10:12 SLIP-08/19/00   TIME ON DUTY-09:05 STRTIM-09:05 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-07:20 $  147.20
      TX 08/23/00 10:12 ALW-    $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/23/00 10:12 USERID: OCMS032
8/20  SN 08/20/00 15:35 NOTF-08/20 15:35-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 08/20/00 15:35 MX283  RE36 CWEHV  ENG     START AT-MX283  08/20 17:25-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/20/00 15:35 TC.........KAC
      WC 08/20/00 15:36 JOBID:  /CWEHV  /15    ROSTER NO OF POSITION-353101
      TU 08/20/00 23:30 RLS-08/20 23:30-C  TAT-08/20 23:15-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00648
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      CM 08/20/00 23:30 RLV-  3/20 23:30-C
      CM 08/20/00 23:30 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/20/00 23:30 INITIAL TERMINAL DEPARTURE TIME - 08/20 18:00
      CM 08/20/00 23:30 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000008
      DU 08/20/00 23:31 ORG-MX283  DES-MX125  OLF-W SERVICE-2 SLIP#-**** H150151
                        RECEIVED DATE- 08/20/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $    230.91
      EN 08/20/00 23:31 UP  008202 CNW 008832
      CM 08/20/00 23:31 CLAIMED: 902-Y     926-Y
      CM 08/20/00 23:31 FRA DATA ENG  CWEHV  15 MX283  08201725 MX125  08202330
                        MX125  08202330
      CM 08/20/00 23:31 TTOD: 0605
      CM 08/20/00 23:31 USERID: OTET316  LATA: H150151  TASKID: AF
      CM 08/20/00 23:31 UNDISTURBED REST: OFF
      TK 08/20/00 23:31 SLIP-08/20/00   TIME ON DUTY-06:05 STRTIM-06:05 KDT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0830000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
      TX 08/20/00 23:31 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      CM 08/20/00 23:31 USERID: OTET316
      CE 08/20/00 23:31 OLD REST TIME- 00/08/21 07:30-C              LATA-  00000
                        NEW REST TIME- 00/08/21 07:30-C
08/22 SN 08/22/00 03:56 NOTF-08/22 03:55-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 08/22/00 03:56 MX125  RE36 CBWNA  ENG     START AT-MX125  08/22 06:00-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/22/00 03:56 TC
      WC 08/22/00 03:57 JOBID:  /CBWNA  /20    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 14:30
      TU 08/22/00 15:31 RLS-08/22 15:30-C  TAT-08/22 15:00-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-00802
      CM 08/22/00 15:31 RLV- 08/22 15:30-C
      CM 08/22/00 15:31 INITIAL TERMINAL DEPARTURE TIME - 08/22 06:20
      CM 08/22/00 15:31 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/22/00 15:31 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000008
      CM 08/22/00 15:31      =TE AFHT MX283 USE EMPLOYEES PGF AFHT NUMBERS
     *DU 08/22/00 15:32 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-**** HR91924
                        RECEIVED DATE- 08/22/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $    209.84
     *EN 08/22/00 15:32 UP  008118 UP  007119 UP  006601
      CM 08/22/00 15:32 CLAIMED: 926-Y     H5 -1430
      CM 08/22/00 15:32 FRA DATA ENG  CBWNA  20 MX125  08220600 MX283  08221530
                        MX283  08221530
      CM 08/22/00 15:32 TTOD: 0930
      CM 08/22/00 15:32 USERID: OTET316  LATA: HR91924  TASKID: AF
      CM 08/22/00 15:32 UNDISTURBED REST: OFF
     *TK 08/22/00 15:32 SLIP-08/22/00   TIME ON DUTY-09:30 STRTIM-09:29 KDT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:01 $      .50
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW
     *TX 08/22/00 15:32 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/22/00 15:32 USERID: OTET316
      CE 08/22/00 15:32 OLD REST TIME- 00/08/22 23:30-C              LATA-  00000
                        NEW REST TIME- 00/08/22 23:30-C
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      DU 08/24/00 10:34 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-       HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   500.90
      EN 08/24/00 10:34 UP  008118 UP  007119 UP  006601
      TK 08/24/00 10:34 SLIP-08/22/00   TIME ON DUTY-09:30 STRTIM-09:29 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:01 $      .50
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-14:30 $  291.06
      TX 08/24/00 10:34 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/24/00 10:34 USERID: OCMS032
8/23  SN 08/23/00 04:41 NOTF-08/23 04:41-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      CM 08/23/00 04:41 TC.....CDH
      WC 08/23/00 04:42 JOBID:  /CATNT  /21    ROSTER NO OF POSITION-353101
      CM 08/23/00 09:44 SWAP...DMM
      SA 08/23/00 09:44 MX283  RE36 CATNT  ENG   STARTS AT:        08/23 06:30-C
                        NOTF-08/23 09:44-C PH-816-254-7236
                                        DH-N ST-OK STARTS:
      CM 08/23/00 09:45 ANNULMENT CODE: NR  REASON: SWAP
8/23  SN 08/23/00 09:45 NOTF-08/23 09:45-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 08/23/00 09:45 MX283  RE36 ZSEME  ENG     START AT-MX283  08/23 06:30-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/23/00 09:45 SWAP....DMM
      CM 08/23/00 09:45 JOB DESCRIPTION: =BM
      WC 08/23/00 09:46 JOBID:  /ZSEME  /20    ROSTER NO OF POSITION-353101
      TU 08/23/00 18:01 RLS-08/23 18:00-C  TAT-08/23 17:45-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00964
      CM 08/23/00 18:01 RLV- 08/23 18:00-C
      CM 08/23/00 18:01 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/23/00 18:01 INITIAL TERMINAL DEPARTURE TIME - 08/23 09:15
      CM 08/23/00 18:01 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000008
     *DU 08/23/00 18:02 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H791863
                        RECEIVED DATE- 08/23/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   277.08
     *EN 08/23/00 18:02 UP  006053 UP  009282 UP  009680
      CM 08/23/00 18:02 CLAIMED: 902-Y    926-Y    I2 -0130
     *TK 08/23/00 18:02 SLIP-08/23/00   TIME ON DUTY-11:30 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1191000
                        STR MILES-162 $  198.86 OVERTIME- 01:32 $   46.17
                        DISTRIBUTION-000 PAY CD-173 TRIP CREDITS-0  FUND PLUG?-N
      !                 CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-01:30  REVIEW
     *TX 08/23/00 18:02 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/23/00 18:02 USERID: OTET316
      CM 08/23/00 18:03 FRA DATA ENG  ZSEME  20 MX283  08230630 MX125  08231800
                        MX125  08231800
      CM 08/23/00 18:03 TTOD: 1130
      CM 08/23/00 18:03 USERID: OTET316  LATA: H791863  TASKID: AF
      CM 08/23/00 18:03 UNDISTURBED REST: OFF
      CE 08/23/00 18:03 OLD REST TIME- 00/08/24 02:00-C            LATA-  00000
                        NEW REST TIME- 00/08/24 02:00-C
      DU 08/24/00 11:12 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-XX   HE91395
                        RECEIVED DATE- 08/24/00
                        SHORT CREW-Y  $015. 05
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                        TOTAL PAY FOR THIS TRIP: $    27[illegible]08
      EN 08/24/00 11:12 UP  006053 UP  009282 UP  00968[illegible]
      DK 08/24/00 11:12 DECLINATION NUMBER- AL 0823-005   SLIP DATE-08/23/00
                        CHAIRMAN ID- 40101
                        DECLINED:       I2- 01:30        REASON CODE-IO
      TK 08/24/00 11:12 SLIP-08/23/00   TIME ON DUTY-11:30 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1191000
                        STR MILES-162 $  198.86 OVERTIME- 01:32 $   46.17
                        DISTRIBUTION-000 PAY CD-173 TRIP CREDITS-0  FUND PLUG?-N
      TX 08/24/00 11:12 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/24/00 11:12 USERID: OCMS032
08/24 SN 08/24/00 21:27 NOTF-08/24 21:26-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 08/24/00 21:27 MX125  RE36 CCSCV  ENG     START AT-MX125  08/24 23:30-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/24/00 21:27 TC..KLV
      WC 08/24/00 21:28 JOBID: 2/CCSCV  /24    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 13:30
      TU 08/25/00 11:42 RLS-08/25 11:45-C  TAT-08/25 10:05-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-10 XREST-00000 RET-  SHRT-
                        T/U MLS-0154 CC MLS-01118
      CM 08/25/00 11:42 RLV- 08/25 11:30-C
      CM 08/25/00 11:42 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/25/00 11:42 OTET316  QUICK TIE-UP  H325061
      CM 08/25/00 11:42       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
      CM 08/25/00 21:54 HOSV FTU- 08/25 11:45-C    TAT- 08/25 10:05-C
      CM 08/25/00 21:54 HOSV INITIAL TERMINAL DEPARTURE TIME - 08/25 01:00
      CM 08/25/00 21:54 HOSV USERID:  OTET316
      CM 08/25/00 21:54 HOSV RLV- 08/25 11:30-C
     *DU 08/25/00 21:57 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-**** H991959
                        RECEIVED DATE- 08/25/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   285.11
     *EN 08/25/00 21:57 UP  006487 UP  008296
      CM 08/25/00 21:57 CLAIMED: 926-Y    H5 -1330
      CM 08/25/00 21:57 FRA DATA ENG 2CCSCV  24 MX125  08242330 MX283  08251130
                        MX283  08251145
      CM 08/25/00 21:57 FRA DATA ENG DF X MX283  08251130 MX283  08251145 CO
                        AUTO TO TD. OFF.
      CM 08/25/00 21:57 TTOD: 1200
     *TK 08/25/00 21:57 SLIP-08/24/00   TIME ON DUTY-12:00 STRTIM-09:29 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                        STR MILES-154 $  189.29 OVERTIME- 02:31 $   75.77
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW
     *TX 08/25/00 21:57 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/25/00 21:57 USERID: OTET316
      CY 08/25/00 21:58 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:HRS. OF SERVICE UP AT TROOST AVE. CO. AUTO.
        TO TARD OFFICE
     *DU 08/28/00 08:19 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-     HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   556.10
     *EN 08/28/00 08:19 UP  006487 UP  008296
     *TK 08/28/00 08:19 SLIP-08/24/00   TIME ON DUTY-12:00 STRTIM-09:29 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                        STR MILES-154 $  189.29 OVERTIME- 02:31 $   75.77
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
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                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-13:30 $   270.99
      *TX 08/28/00 08:19 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      *CM 08/28/00 08:19 USERID: OCMS032
       DU 09/01/00 07:20 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y   $015. 05
                        TOTAL PAY FOR THIS TRIP: $    556.10
       EN 09/01/00 07:20 UP  006487 UP  008296
       TK 09/01/00 07:20 SLIP-08/24/00   TIME ON DUTY-12:00 STRTIM-09:29 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0850000
                        STR MILES-154 $   189.29 OVERTIME- 02:31 $    75.77
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-13:30 $   270.99
       TX 09/01/00 07:20 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 09/01/00 07:20 USERID: OCMS032
08/25  SN 08/25/00 19:46 NOTF-08/25 19:46-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
       CM 08/25/00 19:46 TOOK CALL....KLR
       WC 08/25/00 19:47 JOBID:  /CNAWL  /24    ROSTER NO OF POSITION-353101
       CM 08/25/00 20:25 SWAP
       SA 08/25/00 20:25 MX283  RE36 CNAWL  ENG   STARTS AT:        08/25 21:45-C
                        NOTF-08/25 20:25-C PH-816-254-7236
                                          DH-N ST-OK STARTS:
       CM 08/25/00 20:26 ANNULMENT CODE: DU  REASON: SWAP
08/25  SN 08/25/00 20:27 NOTF-08/25 20:27-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
       WR 08/25/00 20:27 MX283  RE36 ILADU  ENG     START AT-MX283  08/25 21:45-C
                        CREW REQ: R ACTUAL: R ST-OK
       CM 08/25/00 20:27 SWAP
       CM 08/25/00 20:27 JOB DESCRIPTION: =BM
       WC 08/25/00 20:28 JOBID:  /ILADU  /22    ROSTER NO OF POSITION-353101
       TU 08/26/00 10:12 RLS-08/26 10:15-C  TAT-08/26 09:45-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-10 XREST-00000 RET-  SHRT-
                        T/U MLS-0154 CC MLS-01272
       CM 08/26/00 10:12 RLV- 08/26 09:45-C
       CM 08/26/00 10:12 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
       CM 08/26/00 10:12 OTET316  QUICK TIE-UP  H091419
       CM 08/27/00 10:32 HOSV FTU- 08/26 10:15-C    TAT- 08/26 09:45-C
       CM 08/27/00 10:32 HOSV INITIAL TERMINAL DEPARTURE TIME - 08/26 01:50
       CM 08/27/00 10:32 HOSV USERID:  OTET316
       CM 08/27/00 10:32 HOSV RLV- 08/26 09:45-C
      *DU 08/27/00 10:35 ORG-MX283  DES-MX125  QLF-B SERVICE-2 SLIP#-**** H023812
                        RECEIVED DATE- 08/27/00
                        SHORT CREW-Y   $015. 05
                        TOTAL PAY FOR THIS TRIP: $    295.70
      *EN 08/27/00 10:35 SP  008641 KCS 002034 CEFX007075
       CM 08/27/00 10:35 CLAIMED: 901-Y    926-Y    7W -0030
      *TK 08/27/00 10:35 SLIP-08/25/00   TIME ON DUTY-12:00 STRTIM-10:28 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1222000
                        STR MILES-170 $   208.43 OVERTIME- 01:32 $    46.17
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: 7W-00:30 $    15.05
      *TX 08/27/00 10:35 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 08/27/00 10:35 USERID: OTET316
       CM 08/27/00 10:36 FRA DATA ENG  ILADU  22 MX283  08252145 MX125  08260945
                        MX125  08261015
       CM 08/27/00 10:36 FRA DATA ENG DF X MX125  08260945 MX125  08261015 CO
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                        AUTO TO YD. OFFICE
      CM 08/27/00 10:36 TTOD. 1200
      CY 08/27/00 10:36 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:HRS. OF SERVICE UP AT COLE JCT. CO. AUTO TO YD
        . OFF.
      DU 08/28/00 11:08 ORG-MX283  DES-MX125  OLF-O SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $    295.70
      EN 08/28/00 11:08 SP  008641 KCS 002034 CEFX007075
      TK 08/28/00 11:08 SLIP-08/25/00   TIME ON DUTY-12:00 STRTIM-10:28 KDT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1222000
                        STR MILES-170 $  208.43 OVERTIME- 01:32 $    46.17
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: 7W-00:30 $    15.05
      TX 08/28/00 11:08 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/28/00 11:08 USERID: OCMS032
08/27 DU 08/27/00 16:52 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-      H391414
                        TOTAL PAY FOR THIS CLAIM:$    827.33
      CL 08/27/00 16:52 SLIP-08/27/00  OCCUPATION-01       TRIP CREDITS-00
                        ALW-     $ 00.00  DISTRIBUTION-000  PAY CD-000 VACDAYS-05
                        CONSTRUCTIVE ALLOWANCE CODE - V1
                        UNITS-000  TIME-00:00  $    827.33
                        STAT MILES: 0000      TRAIN ID:  /CAENA  /26
08/27 SN 08/27/00 08:26 NOTF-08/27 08:25-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 08/27/00 08:26 MX125  RE36 CAENA  ENG     START AT-MX125  08/27 10:30-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/27/00 08:26 TC..KLV
      WC 08/27/00 08:27 JOSID:  /CAENA  /26    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 08:15
      TU 08/27/00 16:05 RLS-08/27 16:05-C  TAT-08/27 15:30-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-01426
      CM 08/27/00 16:05 RLV- 08/27 16:05-C
      CM 08/27/00 16:05 INITIAL TERMINAL DEPARTURE TIME - 08/27 11:00
      CM 08/27/00 16:05 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/27/00 16:05 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000008
      CM 08/27/00 16:05      =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
     *DU 08/27/00 16:06 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-**** H791928
                        RECEIVED DATE- 08/27/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $    209.34
     *EN 08/27/00 16:06 UP  008261 UP  006603 UP  006523
      CM 08/27/00 16:06 CLAIMED: 926-Y     H5 -0815
      CM 08/27/00 16:06 FRA DATA ENG  CAENA  26 MX125  08271030 MX283  08271605
                        MX283  08271605
      CM 08/27/00 16:06 TTOD: 0535
      CM 08/27/00 16:06 USERID: OTET316  LATA: H791928  TASKID: AF
      CM 08/27/00 16:06 UNDISTURBED REST: OFF
     *TK 08/27/00 16:06 SLIP-08/27/00   TIME ON DUTY-05:35 STRTIM-05:35 KDT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW
     *TX 08/27/00 16:06 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/27/00 16:06 USERID: OTET316
      CE 08/27/00 16:06 OLD REST TIME- 00/08/28 00:05-C          LATA-  00000
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                              NEW  ST TIME- 00/08/28 00:05-C
      DU 08/29/00 13:49 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-       HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $    374.94
      EN 08/29/00 13:49 UP  008261 UP  006603 UP  006523
      TK 08/29/00 13:49 SLIP-08/27/00   TIME ON DUTY-05:35 STRTIM-05:35 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-08:15 $  165.60
      TX 08/29/00 13:49 ALW-     $ 00.00 DQUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/29/00 13:49 USERID: OCMS032
08/27 ST 08/27/00 16:52 EFF-08/27 16:52-C DH-N OLD-OK NEW-LV MANUAL      TD-09
      ST 08/27/00 16:52 EFF-09/03 00:00-C DH-N PENDED STATUS EV INPUT
      CM 08/27/00 16:52 USERID: OCMS584  LATA: H391414  TASKID: PH
      VT 08/27/00 16:52 07 VACATION DAYS TAKEN FROM 08/27/00 TO 09/03/00
08/28 NS 08/27/00 23:48 MX283  RE36 CNABW  ENG      START AT-MX283  08/28 01:30-C
                        CBR: 00 0000 00  DH-N ST-LV                 VAC-509849327
08/28 NS 08/28/00 13:00 MX125  RE36 DH11   ENG      START AT-       08/28 01:30-C
                        CBR: 00 0000 00  DH-N ST-LV                 VAC-509849327
08/29 NS 08/29/00 19:01 MX125  RE36 CWLAT  ENG      START AT-MX125  08/29 21:00-C
                        CBR: 00 0000 00  DH-N ST-LV                 VAC-509849327
08/29 NS 08/29/00 21:15 MX125  RE36 ZMNSE  ENG      START AT-MX125  08/29 21:00-C
                        CBR: 00 0000 00  DH-N ST-LV                 VAC-509849327
08/30 NS 08/30/00 12:14 MX283  RE36 SKSPH  ENG      START AT-MX283  08/30 14:00-C
                        CBR: 00 0000 00  DH-N ST-LV                 VAC-509849327
08/31 NS 08/31/00 05:52 MX283  RE36 DH58   ENG      START AT-MX283  08/31 03:15-C
                        CBR: 00 0000 00  DH-N ST-LV                 VAC-509849327
08/31 NS 08/31/00 15:32 MX125  RE36 DH03   ENG      START AT-       08/31 03:15-C
                        CBR: 00 0000 00  DH-N ST-LV                 VAC-509849327
09/01 DU 08/27/00 16:52 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-       H391414
                        TOTAL PAY FOR THIS CLAIM:$   330.93
      CL 08/27/00 16:52 SLIP-09/01/00  OCCUPATION-01       TRIP CREDITS-00
                        ALW-     $ 00.00  DISTRIBUTION-000  PAY CD-000 VACDAYS-02
                        CONSTRUCTIVE ALLOWANCE CODE - V1
                        UNITS-000  TIME-00:00  $   330.93
                        STAT MILES: 0000      TRAIN ID:  /CAENA  /26
09/01 CA 09/01/00 00:02 STARTS-00                                   E000000
                        CCMILS-0000 RDMILS-0000 MILSPD-0000 MILSMD-0000
09/01 NS 09/01/00 00:46 MX125  RE36 CDYCV  ENG      START AT-MX125  09/01 02:15-C
                        CBR: 00 0000 00  DH-N ST-LV                 VAC-509849327
09/01 NS 09/01/00 02:23 MX125  RE36 MESNP  ENG      START AT-MX125  09/01 02:15-C
                        CBR: 00 0000 00  DH-N ST-LV                 VAC-509849327
09/01 NS 09/03/00 12:29 MX125  RE36 DH08   ENG      START AT-       09/01 07:00-C
                        CBR: 00 0000 00  DH-N ST-EV                 VAC-509849327
09/01 NS 09/01/00 21:15 MX283  RE36 CCVDY  ENG      START AT-MX283  09/01 23:10-C
                        CBR: 00 0000 00  DH-N ST-LV                 VAC-509849327
09/03 ST 09/03/00 00:03 EFF-09/03 00:00-C DH-N OLD-LV NEW-EV APPLIED
      CM 09/03/00 00:03 USERID: OCMS287  LATA: H391414  TASKID: ZB
09/03 NS 09/03/00 12:33 MX125  RE36 MASNP  ENG      START AT-MX125  09/03 14:30-C
                        CBR: 00 0000 00  DH-N ST-EV                 VAC-509849327
09/03 NS 09/03/00 14:59 MX125  RE36 CCJBT  ENG      START AT-MX125  09/03 14:30-C
                        CBR: 00 0000 00  DH-N ST-EV                 VAC-509849327
09/03 ST 09/03/00 22:12 EFF-09/03 22:12-C DH-N OLD-EV NEW-OK MANUAL
      CM 09/03/00 22:12 USERID: OCMS612  LATA: H191414  TASKID: PH
09/04 SN 09/04/00 13:52 NOTF-09/04 13:51-C PH-573-474-0627 VACANCY STEP-00
                        ASGN-MX125  RE36                    REGMAN-428882388
      WR 09/04/00 13:52 MX283  RE36 CSMHVR ENG      START AT-MX283  09/04 15:45-C
                        CREW REQ: R ACTUAL: R ST-OK
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W-130

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    CM 09/04/00 13:52 MORE TO OWN JOB
    WC 09/04/00 13:53 JOBID:  /CSMHVR /25     ROSTER NO OF POSITION-353101
    TU 09/05/00 01:31 RLS-09/05 01:30-C  TAT-09/05 00:25-C
                      TIEUP AT-MX125      AFHT-
                      DH-N REST-8  XREST-00000 RET-  SHRT-N
                      T/U MLS-0162 CC MLS-00162
    CM 09/05/00 01:31 RLV- 09/05 01:30-C
    CM 09/05/00 01:31 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
    CM 09/05/00 01:31 INITIAL TERMINAL DEPARTURE TIME - 09/04 18:25
    CM 09/05/00 01:31 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000008
    DU 09/05/00 01:34 ORG-MX283  DES-MX125  OLF-W SERVICE-2 SLIP#-**** H791863
                      RECEIVED DATE- 09/05/00
                      SHORT CREW-Y  $015. 05
                      TOTAL PAY FOR THIS TRIP: $   230.91
    EN 09/05/00 01:34 UP  007135 SP  000104
    CM 09/05/00 01:34 CLAIMED: 902-Y    926-Y
    CM 09/05/00 01:34 FRA DATA ENG  CSMHVR 25 MX283  09041545 MX125  09050130
                      MX125  09050130
    CM 09/05/00 01:34 TTOD: 0945
    CM 09/05/00 01:34 USERID: OTET316  LATA: H791863  TASKID: AF
    CM 09/05/00 01:34 UNDISTURBED REST: OFF
    TK 09/05/00 01:34 SLIP-09/04/00   TIME ON DUTY-09:45 STRTIM-09:45 KOT-1
                      MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0830000
                      STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                      DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
    TX 09/05/00 01:34 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
    CM 09/05/00 01:34 USERID: OTET316
    CE 09/05/00 01:34 OLD REST TIME- 00/09/05 09:30-C              LATA-  00000
                      NEW REST TIME- 00/09/05 09:30-C
09/06 SN 09/06/00 16:05 NOTF-09/06 16:05-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
    WR 09/06/00 16:05 MX125  RE36 AASFX  ENG     START AT-MX125  09/06 18:00-C
                      CREW REQ: R ACTUAL: R ST-OK
    CM 09/06/00 16:05 TC.....KAC
    WC 09/06/00 16:06 JOBID:  /AASFX  /06    ROSTER NO OF POSITION-353101
                      HELD AWAY TIME- 24:30
    TU 09/07/00 03:23 RLS-09/07 03:25-C  TAT-09/07 02:10-C
                      TIEUP AT-MX283     AFHT-MX283  RE36
                      DH-N REST-8  XREST-00000 RET-  SHRT-N
                      T/U MLS-0162 CC MLS-00324
    CM 09/07/00 03:23 RLV- 09/07 03:25-C
    CM 09/07/00 03:23 INITIAL TERMINAL DEPARTURE TIME - 09/06 20:35
    CM 09/07/00 03:23 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
    CM 09/07/00 03:23 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000009
    CM 09/07/00 03:23      =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
   *DU 09/07/00 03:26 ORG-MX125  DES-MX283  OLF-J SERVICE-2 SLIP#-**** H991928
                      RECEIVED DATE- 09/07/00
                      SHORT CREW-Y  $015. 05
                      TOTAL PAY FOR THIS TRIP: $   241.29
   *EN 09/07/00 03:26 UP  006858 UP  006086
    CM 09/07/00 03:26 CLAIMED: 926-Y    H5 -2430 I2 -0120 F3 -0015
    CM 09/07/00 03:26 FRA DATA ENG  AASFX  06 MX125  09061800 MX283  09070325
                      MX283  09070325
    CM 09/07/00 03:26 TTOD: 0925
    CM 09/07/00 03:26 USERID: OTET316  LATA: H991928  TASKID: AF
    CM 09/07/00 03:26 UNDISTURBED REST: OFF
   *TK 09/07/00 03:26 SLIP-09/06/00   TIME ON DUTY-09:25 STRTIM-09:25 KOT-1
                      MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0810000
                      STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                      DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
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W131

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                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW    I2-01:20 $    18.85
     *TX 09/07/00 03:26 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 09/07/00 03:26 USERID: OTET316
     *LN 09/07/00 03:26 SERV-2  TRIPS-0    ALW-     $00.00  DISTB-000 PAY CODE-166
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F3-00:15 $     3.53
      CE 09/07/00 03:26 OLD REST TIME- 00/09/07 11:25-C              LATA-  00000
                        NEW REST TIME- 00/09/07 11:25-C
      CY 09/07/00 03:27 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:YARDED TRAIN QUINDERO
      DU 09/11/00 11:41 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $    733.08
      EN 09/11/00 11:41 UP  006858 UP  006086
      TK 09/11/00 11:41 SLIP-09/06/00   TIME ON DUTY-09:25 STRTIM-09:25 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0810000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-24:30 $  491.79 I2-01:20 $    18.85
      TX 09/11/00 11:41 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 09/11/00 11:41 USERID: OCMS032
      LN 09/11/00 11:41 SERV-2  TRIPS-0    ALW-     $00.00  DISTB-000 PAY CODE-166
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F3-00:15 $     3.53
09/07 SN 09/07/00 11:32 NOTF-09/07 11:30-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 09/07/00 11:32 MX283  RE36 CATOV  ENG     START AT-MX283  09/07 13:30-C
                        CREW REQ: R ACTUAL: R ST-OK
      WC 09/07/00 11:33 JOBID:  /CATOV  /06    ROSTER NO OF POSITION-353101
      TU 09/08/00 02:45 RLS-09/08 02:45-C  TAT-09/08 02:40-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-10 XREST-00000 RET-  SHRT-
                        T/U MLS-0154 CC MLS-00478
      CM 09/08/00 02:45 RLV- 09/08 01:30-C
      CM 09/08/00 02:45 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 09/08/00 02:45 OTET316  QUICK TIE-UP  H150151
      CM 09/09/00 20:43 HOSV FTU- 09/08 02:45-C    TAT- 09/08 02:40-C
      CM 09/09/00 20:43 HOSV INITIAL TERMINAL DEPARTURE TIME - 09/07 17:10
      CM 09/09/00 20:43 HOSV PICK UP CIRC7: G027    MODE: TAXI    TRFD- 09/08
                        02:45-X
      CM 09/09/00 20:43 HOSV TIE-UP COMMENT:   ---------          ---          ---
      CM 09/09/00 20:43 HOSV USERID:  OTET316
      CM 09/09/00 20:43 HOSV PICK UP TIME:    09/08 01:30
      CM 09/09/00 20:43 HOSV RLV- 09/08 01:30-C
     *DU 09/09/00 20:48 ORG-MX283  DES-MX125  QLF-B SERVICE-2 SLIP#-**** H091419
                        RECEIVED DATE- 09/09/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $    323.77
     *EN 09/09/00 20:48 UP  008107 UP  008297 UP  007106
      CM 09/09/00 20:48 CLAIMED: 901-Y    926-Y    7W -01.15
      CM 09/09/00 20:48 FRA DATA ENG  CATOV  06 MX283  09071330 G 027  09080130
                        MX125  09080245
      CM 09/09/00 20:48 FRA DATA ENG DF X G 027  09080130 MX125  09080245 TAXI
                        FROM WOOLDRIDGE
      CM 09/09/00 20:48 TTOD: 1200
     *TK 09/09/00 20:48 SLIP-09/07/00   TIME ON DUTY-12:00 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1245000
                        STR MILES-162 $  198.86 OVERTIME- 02:02 $    61.22
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W-732

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                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: 7W-01:15 $    37.64
      *TX 09/09/00 20:48 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 09/09/00 20:48 USERID: OTET316
       CY 09/09/00 20:49 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
         COMMENTS:HRS OF SERVICE UP AT WOOLDRIDGE
       DU 09/11/00 13:13 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $    323.77
       EN 09/11/00 13:13 UP  008107 UP  008297 UP  007106
       TK 09/11/00 13:13 SLIP-09/07/00   TIME ON DUTY-12:00 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1245000
                        STR MILES-162 $   198.86 OVERTIME- 02:02 $    61.22
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: 7W-01:15 $    37.64
       TX 09/11/00 13:13 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 09/11/00 13:13 USERID: OCMS032
09/09  SN 09/09/00 18:26 NOTF-09/09 18:25-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
       WR 09/09/00 18:26 MX125  RE36 COVAT  ENG     START AT-MX125  09/09 20:30-C
                        CREW REQ: R ACTUAL: R ST-OK
       CM 09/09/00 18:26 WIFE TC.......KAC
       WC 09/09/00 18:27 JOBID:  /COVAT  /08    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 25:45
       TU 09/10/00 02:11 RLS-09/10 02:15-C  TAT-09/10 01:25-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-00632
       CM 09/10/00 02:11 RLV- 09/10 02:15-C
       CM 09/10/00 02:11 INITIAL TERMINAL DEPARTURE TIME - 09/09 21:45
       CM 09/10/00 02:11 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
       CM 09/10/00 02:11 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000009
       CM 09/10/00 02:11      =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
      *DU 09/10/00 02:13 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-**** H791928
                        RECEIVED DATE- 09/10/00
                        SHORT CREW-Y  $015. 21
                        TOTAL PAY FOR THIS TRIP: $    211.55
      *EN 09/10/00 02:13 UP  008107 UP  008297 UP  006686 UP  007106
       CM 09/10/00 02:13 CLAIMED: 926-Y    H5 -2545
       CM 09/10/00 02:13 FRA DATA ENG  COVAT  08 MX125  09092030 MX283  09100215
                        MX283  09100215
       CM 09/10/00 02:13 TTOD: 0545
       CM 09/10/00 02:13 USERID: OTET316  LATA: H791928  TASKID: AF
       CM 09/10/00 02:13 UNDISTURBED REST: OFF
      *TK 09/10/00 02:13 SLIP-09/09/00   TIME ON DUTY-05:45 STRTIM-05:45 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1660000
                        STR MILES-154 $   191.34 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-183 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW
      *TX 09/10/00 02:13 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 09/10/00 02:13 USERID: OTET316
       CE 09/10/00 02:13 OLD REST TIME- 00/09/10 10:15-C              LATA-  00000
                        NEW REST TIME- 00/09/10 10:15-C
       DU 09/12/00 13:18 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015. 21
                        TOTAL PAY FOR THIS TRIP: $    733.64
       EN 09/12/00 13:18 UP  008107 UP  008297 UP  006686 UP  007106
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W433

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      TK 09/12/00 13:18 SLIP-09/09/00   TIME ON DUTY-05:45 STRTIM-05:45 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1660000
                        STR MILES-154 $  191.34 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-183 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-25:45 $  522.09
      TX 09/12/00 13:18 ALW-    $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 09/12/00 13:18 USERID: OCMS032
09/10 NS 09/02/00 20:33 MX125  RE36 DH05   ENG     START AT-          09/10 07:00-C
                        CBR: 00 0000 00  DH-N ST-LV                   VAC-509849327
09/10 SN 09/10/00 18:12 NOTF-09/10 18:12-C PH-816-254-7236 VACANCY STEP-00
                                                  *HOG CREW* REGMAN-428882388
      WR 09/10/00 18:12 MX283  RE36 CNABW  ENG     START AT-MX283  09/10 20:00-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 09/10/00 18:12 TC.........KAC
      CM 09/10/00 18:12 RECREW REASON: RT
      WC 09/10/00 18:13 JOBID:  /CNABW  /09    ROSTER NO OF POSITION-353101
      CM 09/11/00 00:01 LIMO SYSTEM CONTROL NUMBER: 00209606
      TU 09/11/00 05:21 RLS-09/11 05:20-C  TAT-09/11 05:00-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00794
      CM 09/11/00 05:21 RLV- 09/11 05:20-C
      CM 09/11/00 05:21 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 09/11/00 05:21 INITIAL TERMINAL DEPARTURE TIME - 09/10 23:30
      CM 09/11/00 05:21 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000009
      DU 09/11/00 05:23 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H091419
                        RECEIVED DATE- 09/11/00
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   262.72
      EN 09/11/00 05:23 UP  006802 UP  008276 SP  000275
      CM 09/11/00 05:23 CLAIMED: 902-Y    926-Y    I2 -0215
      CM 09/11/00 05:23 FRA DATA ENG  CNABW  09 MX283  09102000 MX125  09110520
                        MX125  09110520
      CM 09/11/00 05:23 TTOD: 0920
      CM 09/11/00 05:23 USERID: OTET316  LATA: H091419  TASKID: AF
      CM 09/11/00 05:23 UNDISTURBED REST: OFF
      TK 09/11/00 05:23 SLIP-09/10/00   TIME ON DUTY-09:20 STRTIM-09:20 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-02:15 $   31.81
      TX 09/11/00 05:23 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      CM 09/11/00 05:23 USERID: OTET316
      CE 09/11/00 05:23 OLD REST TIME- 00/09/11 13:20-C            LATA-  00000
                        NEW REST TIME- 00/09/11 13:20-C
9/12 SN 09/12/00 06:37 NOTF-09/12 06:36-C PH-573-474-0627 VACANCY STEP-00
                                                        REGMAN-428882388
      WR 09/12/00 06:37 MX125  RE36 IDULA  ENG     START AT-MX125  09/12 08:30-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 09/12/00 06:37 TC.............................CDH
      WC 09/12/00 06:38 JOBID:  /IDULA  /12    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 11:10
      TU 09/12/00 20:14 RLS-09/12 20:20-C  TAT-09/12 19:25-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-00948
      CM 09/12/00 20:14 RLV- 09/12 20:20-C
      CM 09/12/00 20:14 INITIAL TERMINAL DEPARTURE TIME - 09/12 10:00
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W-134

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 CM 09/12/00 20:14 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
 CM 09/12/00 20:14 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000003
 CM 09/12/00 20:14       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
*DU 09/12/00 20:16 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-**** HG26634
                   RECEIVED DATE- 09/12/00
                   SHORT CREW-Y  $015. 05
                   TOTAL PAY FOR THIS TRIP: $    280.09
*EN 09/12/00 20:16 UP  004441 UP  006120 CEFX000130
 CM 09/12/00 20:16 CLAIMED: 926-Y     H5 -1110
 CM 09/12/00 20:16 FRA DATA ENG  1DULA  12 MX125  09120830 MX283  09122020
                   MX283  09122020
 CM 09/12/00 20:16 TTOD: 1150
 CM 09/12/00 20:16 USERID: OTET316  LATA: HG26634  TASKID: AF
 CM 09/12/00 20:16 UNDISTURBED REST: OFF
*TK 09/12/00 20:16 SLIP-09/12/00   TIME ON DUTY-11:50 STRTIM-09:29 KOT-1
                   MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1213000
                   STR MILES-154 $  189.29 OVERTIME- 02:21 $    70.75
                   DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
                   TIME: H5-??:??  REVIEW
*TX 09/12/00 20:16 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
*CM 09/12/00 20:16 USERID: OTET316
 CE 09/12/00 20:16 OLD REST TIME- 00/09/13 04:20-C              LATA-  00000
                   NEW REST TIME- 00/09/13 04:20-C
 CY 09/12/00 20:17 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
   COMMENTS:TIED UP TRK 308 NEFF YD
 DU 09/14/00 07:50 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-      HE91395
                   SHORT CREW-Y  $015. 05
                   TOTAL PAY FOR THIS TRIP: $    504.24
 EN 09/14/00 07:50 UP  004441 UP  006120 CEFX000130
 TK 09/14/00 07:50 SLIP-09/12/00   TIME ON DUTY-11:50 STRTIM-09:29 KOT-1
                   MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1213000
                   STR MILES-154 $  189.29 OVERTIME- 02:21 $    70.75
                   DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
                   TIME: H5-11:10 $  224.15
 TX 09/14/00 07:50 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
 CM 09/14/00 07:50 USERID: OCMS032
09/13 SN 09/13/00 11:31 NOTF-09/13 11:29-C PH-816-254-7236 VACANCY STEP-00
                                                        REGMAN-428882388
 WC 09/13/00 11:32 JOBID:  /ZSEME  /10    ROSTER NO OF POSITION-353101
 CM 09/13/00 14:05 SWAPPED
 SA 09/13/00 14:05 MX283  RE36 ZSEME  ENG   STARTS AT:         09/13 13:15-C
                   NOTF-09/13 14:05-C PH-816-254-7236
                                    DH-N ST-OK STARTS:
 CM 09/13/00 14:06 ANNULMENT CODE: TC  REASON: TO DH
09/13 SN 09/13/00 14:06 NOTF-09/13 14:06-C PH-816-254-7236 VACANCY STEP-00
                                                        REGMAN-428882388
 WR 09/13/00 14:06 MX283  RE36 DH61   ENG     START AT-MX283  09/13 13:15-C
                   CREW REQ: R ACTUAL: R ST-OK
 CM 09/13/00 14:06 SWAPPED TO DH
 CM 09/13/00 14:06 DH TYPE: SEPARATE AND APART    DH METHOD: TAXI
                   DH REASON: DA
 WC 09/13/00 14:07 JOBID:  /DH61   /13    ROSTER NO OF POSITION-353101
 TU 09/13/00 19:00 RLS-09/13 19:00-C  TAT-09/13 18:50-C
                   TIEUP AT-MX125     AFHT-
                   DH-N REST-8  XREST-00000 RET-  SHRT-N
                   T/U MLS-0130 CC MLS-01078
 CM 09/13/00 19:00 RLV- 09/13 19:00-C
 CM 09/13/00 19:00 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
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 CM 09/13/00 19:00 INITIAL TERMINAL DEPARTURE TIME - 09/13 15:35
 CM 09/13/00 19:00 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000003
*DU 09/13/00 19:04 ORG-MX283  DES-MX125  QLF-D SERVICE-2 SLIP#-**** H440415
                   RECEIVED DATE- 09/13/00
                   TOTAL PAY FOR THIS TRIP: $    168.32
 CM 09/13/00 19:04 CLAIMED: 902-Y     D4 -0800
 CM 09/13/00 19:04 FRA DATA ENG DT X MX283  09131315 MX125  09131900 AMTRAK
 CM 09/13/00 19:04 TTOD: 0000
*TK 09/13/00 19:04 SLIP-09/13/00   TIME ON DUTY-05:45 STRTIM-05:45 KOT-0
                   MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0001000
                   STR MILES-000 $      .00 OVERTIME- 00:00 $      .00
                   DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
                   TIME: D4-08:00 $  156.32
*TX 09/13/00 19:04 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
*CM 09/13/00 19:04 USERID: OTET316
 DU 09/15/00 10:41 ORG-MX283  DES-MX125  QLF-D SERVICE-2 SLIP#-      HE91395
                   TOTAL PAY FOR THIS TRIP: $    168.32
 TK 09/15/00 10:41 SLIP-09/13/00   TIME ON DUTY-05:45 STRTIM-05:45 KOT-0
                   MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0001000
                   STR MILES-000 $      .00 OVERTIME- 00:00 $      .00
                   DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
                   TIME: D4-08:00 $  156.32
 TX 09/15/00 10:41 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
 CM 09/15/00 10:41 USERID: OCMS032
09/15 SN 09/15/00 04:29 NOTF-09/15 04:28-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
 WR 09/15/00 04:29 MX125  RE36 MASKS  ENG     START AT-MX125  09/15 06:30-C
                   CREW REQ: R ACTUAL: R ST-OK
 CM 09/15/00 04:29 TC..
 WC 09/15/00 04:30 JOBID:  /MASKS  /15    ROSTER NO OF POSITION-353101
                   HELD AWAY TIME- 19:30
 TU 09/15/00 16:59 RLS-09/15 17:00-C  TAT-09/15 12:35-C
                   TIEUP AT-MX283     AFHT-MX283  RE36
                   DH-N REST-8  XREST-00000 RET-  SHRT-N
                   T/U MLS-0162 CC MLS-01240
 CM 09/15/00 16:59 RLV- 09/15 17:00-C
 CM 09/15/00 16:59 INITIAL TERMINAL DEPARTURE TIME - 09/15 07:55
 CM 09/15/00 16:59 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
 CM 09/15/00 16:59 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000003
 CM 09/15/00 16:59      =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
*DU 09/15/00 17:02 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-**** H991959
                   RECEIVED DATE- 09/15/00
                   SHORT CREW-Y  $015.05
                   TOTAL PAY FOR THIS TRIP: $    259.67
*EN 09/15/00 17:02 UP  005697 UP  006283 BN  007205
 CM 09/15/00 17:02 CLAIMED: 926-Y     H5 -1930 F3 -0253
*TK 09/15/00 17:02 SLIP-09/15/00   TIME ON DUTY-10:30 STRTIM-09:58 KOT-1
                   MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1097000
                   STR MILES-162 $  198.86 OVERTIME- 00:32 REVIEW
                   DISTRIBUTION-000 PAY CD-171 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
                   TIME: H5-??:??  REVIEW   F3-02:53 $   40.76
*TX 09/15/00 17:02 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
*CM 09/15/00 17:02 USERID: OTET316
 CM 09/15/00 17:03 FRA DATA ENG  MASKS  15 MX125  09150630 MX283  09151700
                   MX283  09151700
 CM 09/15/00 17:03 TTOD: 1030
 CM 09/15/00 17:03 USERID: OTET316  LATA: H991959  TASKID: AF
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      CM 09/15/00 17:03 UNDT  URBED REST: OFF
      CY 09/15/00 17:03 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:YARDED TRAIN 18TH.  ST. YD.
      CE 09/15/00 17:03 OLD REST TIME- 00/09/16 01:00-C              LATA-  00000
                        NEW REST TIME- 00/09/16 01:00-C
      DU 09/19/00 08:51 ORG-MX125  DES-MX283  OLF-J SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   667.15
      EN 09/19/00 08:51 UP  005697 UP  006283 BN  007205
      TK 09/19/00 08:51 SLIP-09/15/00   TIME ON DUTY-10:30 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1097000
                        STR MILES-162 $  198.86 OVERTIME- 00:32 $   16.06
                        DISTRIBUTION-000 PAY CD-171 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-19:30 $  391.42
      TX 09/19/00 08:51 ALW-    $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 09/19/00 08:51 USERID: OCMS032
      LN 09/19/00 08:51 SERV-2  TRIPS-0   ALW-    $00.00  DISTB-000 PAY CODE-171
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F0-02:53 $   40.76
09/16 CA 09/16/00 00:02 STARTS-00                                      E000000
                        CCMILS-0000 RDMILS-0000 MILSPD-0000 MILSMO-0000
09/16 SN 09/15/00 23:00 NOTF-09/15 22:59-C PH-816-254-7236 VACANCY STEP-00
                                                        REGMAN-428882388
      WR 09/15/00 23:00 MX283  RE36 ZSEME  ENG     START AT-MX283  09/16 01:00-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 09/15/00 23:00 TC.........KAC
      WC 09/15/00 23:01 JOBID:  /ZSEME  /12    ROSTER NO OF POSITION-353101
      TU 09/16/00 11:11 RLS-09/16 11:10-C  TAT-09/16 10:05-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00162
      CM 09/16/00 11:11 RLV- 09/16 11:10-C
      CM 09/16/00 11:11 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 09/16/00 11:11 INITIAL TERMINAL DEPARTURE TIME - 09/16 03:20
      CM 09/16/00 11:11 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000003
      DU 09/16/00 11:12 ORG-MX283  DES-MX125  OLF-W SERVICE-2 SLIP#-**** H150151
                        RECEIVED DATE- 09/16/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   240.23
      EN 09/16/00 11:12 UP  006551 UP  003705 UP  004807
      CM 09/16/00 11:12 CLAIMED: 901-Y    926-Y    I2 -0105
      TK 09/16/00 11:12 SLIP-09/16/00   TIME ON DUTY-10:10 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1215000
                        STR MILES-162 $  198.86 OVERTIME- 00:12 REVIEW
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-01:05 $   15.32
      TX 09/16/00 11:12 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      CM 09/16/00 11:12 USERID: OTET316
      CM 09/16/00 11:13 FRA DATA ENG  ZSEME  12 MX283  09160100 MX125  09161110
                        MX125  09161110
      CM 09/16/00 11:13 TTOD: 1010
      CM 09/16/00 11:13 USERID: OTET316  LATA: H150151  TASKID: AF
      CM 09/16/00 11:13 UNDISTURBED REST: OFF
      CE 09/16/00 11:13 OLD REST TIME- 00/09/16 19:10-C              LATA-  00000
                        NEW REST TIME- 00/09/16 19:10-C
 9/16 UN 09/16/00 17:55 MX125  RE36 CWLCA  ENG   STARTS AT: MX125  09/16 19:45-C
        RJ              NOTF-09/16 17:55-C PH-573-474-0627 VACANCY STEP-04
                        ASGN-MX125  RE36 DH-N                  REGMAN-488487762
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      CM 09/16/00 17:55                                    S-C
09/17 SN 09/16/00 23:24 NOTF-09/16 23:21-C PH-573-474-0[illegible]7 VACANCY STEP-00
                                                                  REGMAN-428882388
      WR 09/16/00 23:24 MX125  RE36 IDUOA  ENG     START AT-MX125  09/17 01:20-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 09/16/00 23:24 TC.....CDH
      WC 09/16/00 23:25 JOBID:  /IDUOA  /16    ROSTER NO OF POSITION-353101
      TU 09/17/00 07:47 RLS-09/17 07:45-C  TAT-09/17 06:30-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-00316
      CM 09/17/00 07:47 RLV- 09/17 07:45-C
      CM 09/17/00 07:47 INITIAL TERMINAL DEPARTURE TIME - 09/17 01:50
      CM 09/17/00 07:47 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 09/17/00 07:47 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000003
      CM 09/17/00 07:47      =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
      DU 09/17/00 07:48 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-**** HX23803
                        RECEIVED DATE- 09/17/00
                        SHORT CREW-Y  $015. 14
                        TOTAL PAY FOR THIS TRIP: $   210.57
      EN 09/17/00 07:48 UP  003613 UP  004912 UP  005686 UP  009557
      CM 09/17/00 07:48 CLAIMED: 926-Y
      TK 09/17/00 07:48 SLIP-09/17/00   TIME ON DUTY-06:25 STRTIM-06:25 KDT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1486000
                        STR MILES-154 $  190.43 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-179 TRIP CREDITS-0  FUND PLUG?-N
      TX 09/17/00 07:48 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      CM 09/17/00 07:48 USERID: OTET316
      CM 09/17/00 07:49 FRA DATA ENG  IDUOA  16 MX125  09170120 MX283  09170745
                        MX283  09170745
      CM 09/17/00 07:49 TTOD: 0625
      CM 09/17/00 07:49 USERID: OTET316  LATA: HX23803  TASKID: AF
      CM 09/17/00 07:49 UNDISTURBED REST: OFF
      CE 09/17/00 07:49 OLD REST TIME- 00/09/17 15:45-C              LATA-  00000
                        NEW REST TIME- 00/09/17 15:45-C
09/17 UN 09/17/00 19:44 MX283  RE36 CATPA  ENG   STARTS AT:        09/17 21:45-C
         NA             NOTF-09/17 19:43-C PH-816-254-7236 VACANCY STEP-00
                                    DH-N                        REGMAN-428882388
      UN 09/17/00 19:44 MX283  RE36 CATPA  ENG   STARTS AT:        09/17 21:45-C
         ML             NOTF-09/17 19:44-C PH-573-443-9266 VACANCY STEP-00
                                    DH-N                        REGMAN-428882388
      CM 09/17/00 19:44 NO ANSWER.....KAC
      CM 09/17/00 19:44 PAGED.....KAC
      SN 09/17/00 19:48 NOTF-09/17 19:48-C PH-816-254-7236 VACANCY STEP-00
                                                                  REGMAN-428882388
      WR 09/17/00 19:48 MX283  RE36 CATPA  ENG     START AT-MX283  09/17 21:45-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 09/17/00 19:48 CITC.....KAC
      WC 09/17/00 19:49 JOBID:  /CATPA  /16    ROSTER NO OF POSITION-353101
      TU 09/18/00 04:51 RLS-09/18 04:50-C  TAT-09/18 03:55-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00478
      CM 09/18/00 04:51 RLV- 09/18 04:50-C
      CM 09/18/00 04:51 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 09/18/00 04:51 INITIAL TERMINAL DEPARTURE TIME - 09/17 22:33
      CM 09/18/00 04:51 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000003
     *DU 09/18/00 04:56 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H440415
                        RECEIVED DATE- 09/18/00
                        SHORT CREW-Y  $015. 05
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                        TOTAL PAY FOR THIS TRIP: $    25[illegible]91
      *EN 09/18/00 04:56 UP  006472 SP  000181 UP  006625
       CM 09/18/00 04:56 CLAIMED: 902-Y     926-Y
      *TK 09/18/00 04:56 SLIP-09/17/00   TIME ON DUTY-07:05 STRTIM-07:05 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
      *TX 09/18/00 04:56 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 09/18/00 04:56 USERID: OTET316
       CM 09/18/00 04:57 FRA DATA ENG  CATPA  16 MX283  09172145 MX125  09180455
                        MX125  09180455
       CM 09/18/00 04:57 TTOD: 0710
       CM 09/18/00 04:57 USERID: OTET316  LATA: H440415  TASKID: AF
       CM 09/18/00 04:57 UNDISTURBED REST: OFF
       CY 09/18/00 04:57 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
         COMMENTS:WE DEPARTED THE YARD OFFICE AT 2225  NEFF
       CE 09/18/00 04:57 OLD REST TIME- 00/09/18 12:50-C              LATA-  00000
                        NEW REST TIME- 00/09/18 12:55-C
         YARD AT 2233  ROCK CREEK AT 2240 . RAN AROUND ENGR. G
         .W.THOMAS
       DU 09/21/00 10:58 ORG-MX283  DES-MX125  OLF-W SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   230.91
       EN 09/21/00 10:58 UP  006472 SP  000181 UP  006625
       TK 09/21/00 10:58 SLIP-09/17/00   TIME ON DUTY-07:05 STRTIM-07:05 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
       TX 09/21/00 10:58 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 09/21/00 10:58 USERID: OCMS032
09/19  CN 09/19/00 20:21  *** CLAIM ADDED TO INDEX AL


       CN 09/19/00 20:21 CLAIM # 00880496 CLAIM DATE  09/19/00 SLIP # 166
       CN 09/19/00 20:21 AMOUNT CLAIMED                    POSITION ENG 111800
       CN 09/19/00 20:21 LEAD CLAIMANT DR SNYDER          TRAIN/JOB 2CGPJR18
       CN 09/19/00 20:21 I FAILED TO CLAIM H.A.H.T. FOR THIS TRIP 15HRS AND
       CN 09/19/00 20:21  05MIN . I TIED UP IN    JEFF. CITY ON 09/18/00 AT
       CN 09/19/00 20:21  0450 HRS. ON CATPA 16 WITH CONDR.D.R.HILL
       CM 09/22/00 11:57  *** CLAIM PROCESSED BY    OCMS032
09/19  SN 09/19/00 10:00 NOTF-09/19 09:59-C PH-573-474-0627 VACANCY STEP-00
                                                        REGMAN-428882388
       WR 09/19/00 10:00 MX125  RE36 CGPJR  ENG     START AT-MX125  09/19 12:00-C
                        CREW REQ: R ACTUAL: R ST-OK
       CM 09/19/00 10:00 JOB DESCRIPTION: =BM
       WC 09/19/00 10:01 JOBID: 2/CGPJR  /18    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 15:10
       TU 09/19/00 20:07 RLS-09/19 20:10-C  TAT-09/19 17:35-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-00632
       CM 09/19/00 20:07 RLV- 09/19 20:10-C
       CM 09/19/00 20:07 UNDISTURBED REST: 1000 HRS
       CM 09/19/00 20:07 INITIAL TERMINAL DEPARTURE TIME - 09/19 12:30
       CM 09/19/00 20:07 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
       CM 09/19/00 20:07 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000009
       CM 09/19/00 20:07      =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
      *DU 09/19/00 20:09 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-**** H991928
                        RECEIVED DATE- 09/19/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   209.34
      *EN 09/19/00 20:09 UP  007270 UP  006821 UP  008292
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 CM 09/19/00 20:09 CLAIMED: 926-Y
 CM 09/19/00 20:09 FRA DATA ENG 2CGPJR  18 MX125  09191200 MX283  09192010
                   MX283  09192010
 CM 09/19/00 20:09 TTOD: 0810
 CM 09/19/00 20:09 USERID: OTET316  LATA: H991928  TASKID: AF
 CM 09/19/00 20:09 UNDISTURBED REST: ON
*TK 09/19/00 20:09 SLIP-09/19/00   TIME ON DUTY-08:10 STRTIM-08:10 KOT-1
                   MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                   STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                   DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
*TX 09/19/00 20:09 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
*CM 09/19/00 20:09 USERID: OTET316
 CE 09/19/00 20:09 OLD REST TIME- 00/09/20 06:10-C              LATA-  00000
                   NEW REST TIME- 00/09/20 06:10-C
 CY 09/19/00 20:10 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
   COMMENTS:NEFF YD.
 DU 09/22/00 11:50 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-     HE91395
                   SHORT CREW-Y  $015. 05
                   TOTAL PAY FOR THIS TRIP: $   513.78
 EN 09/22/00 11:50 UP  007270 UP  006821 UP  008292
 TK 09/22/00 11:50 SLIP-09/19/00   TIME ON DUTY-08:10 STRTIM-08:10 KOT-1
                   MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                   STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                   DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
                   TIME: H5-15:10 $  304.44
 TX 09/22/00 11:50 ALW-    $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
 CM 09/22/00 11:50 USERID: OCMS032
9/20 SN 09/20/00 11:05 NOTF-09/20 11:03-C PH-816-254-7236 VACANCY STEP-00
                                                    REGMAN-428882388
 WR 09/20/00 11:05 MX283  RE36 MKCAS  ENG     START AT-MX283  09/20 12:30-C
                   CREW REQ: R ACTUAL: R ST-OK
 WC 09/20/00 11:06 JOBID:  /MKCAS  /20    ROSTER NO OF POSITION-353101
 TU 09/20/00 23:32 RLS-09/20 23:35-C  TAT-09/20 23:20-C
                   TIEUP AT-MX125     AFHT-
                   DH-N REST-8  XREST-00000 RET-  SHRT-N
                   T/U MLS-0154 CC MLS-00786
 CM 09/20/00 23:32 RLV- 09/20 23:35-C
 CM 09/20/00 23:32 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
 CM 09/20/00 23:32 INITIAL TERMINAL DEPARTURE TIME - 09/20 16:15
 CM 09/20/00 23:32 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000009
*DU 09/20/00 23:34 ORG-MX283  DES-MX125  OLF-B SERVICE-2 SLIP#-**** H091419
                   RECEIVED DATE- 09/20/00
                   SHORT CREW-Y  $015. 05
                   TOTAL PAY FOR THIS TRIP: $   269.51
*EN 09/20/00 23:34 NS  008914 NS  005205
 CM 09/20/00 23:34 CLAIMED: 902-Y    926-Y    I2 -0230
 CM 09/20/00 23:34 FRA DATA ENG  MKCAS  20 MX283  09201230 MX125  09202335
                   MX125  09202335
 CM 09/20/00 23:34 TTOD: 1105
 CM 09/20/00 23:34 USERID: OTET316  LATA: H091419  TASKID: AF
 CM 09/20/00 23:34 UNDISTURBED REST: OFF
*TK 09/20/00 23:34 SLIP-09/20/00   TIME ON DUTY-11:05 STRTIM-09:29 KOT-1
                   MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0672726
                   STR MILES-154 $  189.29 OVERTIME- 01:36 $   48.17
                   DISTRIBUTION-000 PAY CD-163 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
                   TIME: I2-02:30  REVIEW
*TX 09/20/00 23:34 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
*CM 09/20/00 23:34 USERID: OTET316
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    CE 09/20/00 23:34 OLD REST TIME- 00/09/21 07:35-C                LATA-  00000
                      NEW REST TIME- 00/09/21 07:35-C
    CY 09/20/00 23:35 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
      COMMENTS:SEDALIA ROUTE
    DU 09/25/00 08:32 ORG-MX283  DES-MX125  QLF-B SERVICE-2 SLIP#-XX    HE91395
                      RECEIVED DATE- 09/25/00
                      SHORT CREW-Y  $015. 05
                      TOTAL PAY FOR THIS TRIP: $    269.51
    EN 09/25/00 08:32 NS  008914 NS  005205
    TK 09/25/00 08:32 SLIP-09/20/00   TIME ON DUTY-11:05 STRTIM-09:29 KOT-1
                      MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0672726
                      STR MILES-154 $  189.29 OVERTIME- 01:36 $    48.17
                      DISTRIBUTION-000 PAY CD-163 TRIP CREDITS-0  FUND PLUG?-N
    TX 09/25/00 08:32 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
    CM 09/25/00 08:32 USERID: OCMS032
    DK 09/25/00 08:33 DECLINATION NUMBER- AL 0920-004   SLIP DATE-09/20/00
                      CHAIRMAN ID- 40101
                      DECLINED:       12- 02:30        REASON CODE-IO
09/22 SN 09/22/00 06:52 NOTF-09/22 06:51-C PH-573-474-0627 VACANCY STEP-00
                                                        REGMAN-428882388
    WR 09/22/00 06:52 MX125  RE36 IDULA  ENG     START AT-MX125  09/22 09:00-C
                      CREW REQ: R ACTUAL: R ST-OK
    CM 09/22/00 06:52 TC. . . . . .DD
    CM 09/22/00 06:52 JOB DESCRIPTION: FAMILIAR TRIP
    WC 09/22/00 06:53 JOBID:  /IDULA  /22    ROSTER NO OF POSITION-353101
                      HELD AWAY TIME- 17:25
    TU 09/22/00 16:12 RLS-09/22 16:15-C  TAT-09/22 14:30-C
                      TIEUP AT-MX283     AFHT-MX283  RE36
                      DH-N REST-8  XREST-00000 RET-  SHRT-N
                      T/U MLS-0162 CC MLS-00948
    CM 09/22/00 16:12 RLV- 09/22 16:15-C
    CM 09/22/00 16:12 INITIAL TERMINAL DEPARTURE TIME - 09/22 09:20
    CM 09/22/00 16:12 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
    CM 09/22/00 16:12 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000009
    CM 09/22/00 16:12       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
   *DU 09/22/00 16:14 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-**** HX91137
                      RECEIVED DATE- 09/22/00
                      SHORT CREW-Y  $015. 17
                      TOTAL PAY FOR THIS TRIP: $    231.46
   *EN 09/22/00 16:14 SP  008265 HLCX006072 UP  009171 UP  009723
    CM 09/22/00 16:14 CLAIMED: 926-Y    H5 -1725 F3 -0045
    CM 09/22/00 16:14 FRA DATA ENG  IDULA  22 MX125  09220900 MX283  09221615
                      MX283  09221615
    CM 09/22/00 16:14 TTOD: 0715
    CM 09/22/00 16:14 USERID: OTET316  LATA: HX91137  TASKID: AF
    CM 09/22/00 16:14 UNDISTURBED REST: OFF
   *TK 09/22/00 16:14 SLIP-09/22/00   TIME ON DUTY-07:15 STRTIM-07:15 KOT-1
                      MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1586000
                      STR MILES-162 $  200.57 OVERTIME- 00:00 $     .00
                      DISTRIBUTION-000 PAY CD-181 TRIP CREDITS-0  FUND PLUG?-N
                      CONSTRUCTIVE ALLOWANCES:
                      TIME: H5-??:??  REVIEW   F3-00:45 $    10.72
   *TX 09/22/00 16:14 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
   *CM 09/22/00 16:14 USERID: OTET316
    CE 09/22/00 16:14 OLD REST TIME- 00/09/23 00:15-C                LATA-  00000
                      NEW REST TIME- 00/09/23 00:15-C
    CY 09/22/00 16:15 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
      COMMENTS:YARDED TRAIN ARMOURDALE YD
    DU 09/26/00 09:59 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-     HE91395
                      SHORT CREW-Y  $015. 17
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                        TOTAL PAY FOR THIS TRIP: $    583.80
      EN 09/26/00 09:59 SP  008265 HLCX006072 UP  009171 UP  009723
      TK 09/26/00 09:59 SLIP-09/22/00   TIME ON DUTY-07:15 STRTIM-07:15 KDT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1586000
                        STR MILES-162 $  200.57 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-181 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-17:25 $  352.34 F3-00:45 $   10.72
      TX 09/26/00 09:59 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 09/26/00 09:59 USERID: OCMS032  .
09/23 SN 09/22/00 22:27 NOTF-09/22 22:26-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 09/22/00 22:27 MX283  RE36 CCAWL  ENG     START AT-MX283  09/23 00:15-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 09/22/00 22:27 TC.......KAC
      WC 09/22/00 22:28 JOBID:  /CCAWL  /21     ROSTER NO OF POSITION-353101
      TU 09/23/00 07:52 RLS-09/23 07:55-C  TAT-09/23 07:00-C
                        TIEUP AT-MX125      AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0170 CC MLS-01118
      CM 09/23/00 07:52 RLV- 09/23 07:55-C
      CM 09/23/00 07:52 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 09/23/00 07:52 INITIAL TERMINAL DEPARTURE TIME - 09/23 01:20
      CM 09/23/00 07:52 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000009
     *DU 09/23/00 07:54 ORG-MX283  DES-MX125  QLF-0 SERVICE-2 SLIP#-**** H791863
                        RECEIVED DATE- 09/23/00
                        SHORT CREW-Y  $015. 07
                        TOTAL PAY FOR THIS TRIP: $   234.76
     *EN 09/23/00 07:54 UP  008274 UP  007073 UP  007177
      CM 09/23/00 07:54 CLAIMED: 901-Y    926-Y
      CM 09/23/00 07:54 FRA DATA ENG  CCAWL  21 MX283  09230015 MX125  09230755
                        MX125  09230755
      CM 09/23/00 07:54 TTOD: 0740
      CM 09/23/00 07:54 USERID: OTET316  LATA: H791863  TASKID: AF
      CM 09/23/00 07:54 UNDISTURBED REST: OFF
     *TK 09/23/00 07:54 SLIP-09/23/00   TIME ON DUTY-07:40 STRTIM-07:40 KDT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1250000
                        STR MILES-170 $  208.69 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-175 TRIP CREDITS-0  FUND PLUG?-N
     *TX 09/23/00 07:54 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 09/23/00 07:54 USERID: OTET316
      CE 09/23/00 07:54 OLD REST TIME- 00/09/23 15:55-C            LATA-  00000
                        NEW REST TIME- 00/09/23 15:55-C
      CY!09/23/00 07:55 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:TRAIN FROM ARMOURDALE YD.
      DU 09/26/00 10:40 ORG-MX283  DES-MX125  QLF-0 SERVICE-2 SLIP#-     HE91395
                        SHORT CREW-Y  $015. 07
                        TOTAL PAY FOR THIS TRIP: $   234.76
      EN 09/26/00 10:40 UP  008274 UP  007073 UP  007177
      TK 09/26/00 10:40 SLIP-09/23/00   TIME ON DUTY-07:40 STRTIM-07:40 KDT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1250000
                        STR MILES-170 $  208.69 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-175 TRIP CREDITS-0  FUND PLUG?-N
      TX 09/26/00 10:40 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 09/26/00 10:40 USERID: OCMS032
09/24 UN 09/24/00 19:29 MX125  RE36 ZMNSE  ENG   STARTS AT:        09/24 21:30-C
         ML             NOTF-09/24 19:29-C PH-573-474-0627 VACANCY STEP-00
                                  DH-N                    REGMAN-428882388
      CM 09/24/00 19:29 MESSAGE LEFT.......KAC
      UN 09/24/00 19:30 MX125  RE36 ZMNSE  ENG   STARTS AT:        09/24 21:30-C
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WHR

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      ML                NOTF-09/24 19:30-C PH-573-443-9266 VACANCY STEP-00
                                          DH-N                          REGMAN-428882388
    CM 09/24/00 19:30 PAGED.........KAC
    SN 09/24/00 19:34 NOTF-09/24 19:34-C PH-573-474-0627 VACANCY STEP-00
                                                                        REGMAN-428882388
    CM 09/24/00 19:34 CITC.........KAC
    WC 09/24/00 19:35 JOBID:  /2MNSE  /24     ROSTER NO OF POSITION-353101
                      HELD AWAY TIME- 21:35
    CM 09/24/00 21:20 SWAPPED.........KAC
    SA 09/24/00 21:20 MX125  RE36 2MNSE  ENG   STARTS AT:          09/24 21:30-C
                      NOTF-09/24 21:15-C PH-573-474-0627
                                          DH-N ST-OK STARTS:
    CM 09/24/00 21:21 ANNULMENT CODE: DU  REASON: SWAPPED
09/24 SN 09/24/00 21:22 NOTF-09/24 21:20-C PH-573-474-0627 VACANCY STEP-00
                                                                        REGMAN-428882388
    WR 09/24/00 21:22 MX125  RE36 MASNP  ENG     START AT-MX125  09/24 21:30-C
                      CREW REQ: R ACTUAL: R ST-OK
    CM 09/24/00 21:22 TC.........KAC
    CM 09/24/00 21:22 JOB DESCRIPTION: MASNP / OLD ASN
    WC 09/24/00 21:23 JOBID:  /MASNP  /24     ROSTER NO OF POSITION-353101
                      HELD AWAY TIME- 21:35
    TU 09/25/00 03:11 RLS-09/25 03:15-C  TAT-09/25 02:05-C
                      TIEUP AT-MX283      AFHT-MX283  RE36
                      DH-N REST-8  XREST-00000 RET-  SHRT-N
                      T/U MLS-0162 CC MLS-01280
    CM 09/25/00 03:11 RLV- 09/25 03:15-C
    CM 09/25/00 03:11 INITIAL TERMINAL DEPARTURE TIME - 09/24 22:05
    CM 09/25/00 03:11 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
    CM 09/25/00 03:11 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000009
    CM 09/25/00 03:11       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
   *DU 09/25/00 03:13 ORG-MX125  DES-MX283  QLF-L SERVICE-2 SLIP#-***** H791928
                      RECEIVED DATE- 09/25/00
                      SHORT CREW-Y  $015. 05
                      TOTAL PAY FOR THIS TRIP: $   218.91
   *EN 09/25/00 03:13 UP  005029 UP  009698
    CM 09/25/00 03:13 CLAIMED: 926-Y    H5 -2135
    CM 09/25/00 03:13 FRA DATA ENG  MASNP  24 MX125  09242130 MX283  09250315
                      MX283  09250315
    CM 09/25/00 03:13 TTOD: 0545
    CM 09/25/00 03:13 USERID: OTET316  LATA: H791928  TASKID: AF
    CM 09/25/00 03:13 UNDISTURBED REST: OFF
   *TK 09/25/00 03:13 SLIP-09/24/00   TIME ON DUTY-05:45 STRTIM-05:45 KOT-1
                      MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0798000
                      STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                      DISTRIBUTION-000 PAY CD-165 TRIP CREDITS-0  FUND PLUG?-N
                      CONSTRUCTIVE ALLOWANCES:
                      TIME: H5-??:??  REVIEW
   *TX 09/25/00 03:13 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
   *CM 09/25/00 03:13 USERID: OTET316
    CE 09/25/00 03:13 OLD REST TIME- 00/09/25 11:15-C            LATA-  00000
                      NEW REST TIME- 00/09/25 11:15-C
    CY 09/25/00 03:14 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
      COMMENTS:YARDED TRAIN ARMOURDALE YD
    DU 09/27/00 10:37 ORG-MX125  DES-MX283  QLF-L SERVICE-2 SLIP#-     HE91395
                      SHORT CREW-Y  $015. 05
                      TOTAL PAY FOR THIS TRIP: $   654.51
    EN 09/27/00 10:37 UP  005029 UP  009698
    TK 09/27/00 10:37 SLIP-09/24/00   TIME ON DUTY-05:45 STRTIM-05:45 KOT-1
                      MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0798000
                      STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
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                        DISTRIBUTION-000 PAY CD-165 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-21:35 $   433.24 F3-00:10 $     2.36
      TX 09/27/00 10:37 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 09/27/00 10:37 USERID: OCMS032
9/26  SN 09/26/00 00:48 NOTF-09/26 00:47-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 09/26/00 00:48 MX283  RE36 QNPAS  ENG     START AT-MX283  09/26 02:15-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 09/26/00 00:48 TC.....CDH
      WC 09/26/00 00:49 JOBID:  /QNPAS  /25    ROSTER NO OF POSITION-353101
      TU 09/26/00 12:40 RLS-09/26 12:45-C  TAT-09/26 09:15-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-01442
      CM 09/26/00 12:40 RLV- 09/26 12:45-C
      CM 09/26/00 12:40 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 09/26/00 12:40 INITIAL TERMINAL DEPARTURE TIME - 09/26 02:50
      CM 09/26/00 12:40 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000009
     *DU 09/26/00 12:46 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H150151
                        RECEIVED DATE- 09/26/00
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   266.25
     *EN 09/26/00 12:46 UP  003720 SSW 009668
      CM 09/26/00 12:46 CLAIMED: 902-Y    926-Y    F3 -0230
      CM 09/26/00 12:46 FRA DATA ENG  QNPAS  25 MX283  09260215 MX125  09261245
                        MX125  09261245
      CM 09/26/00 12:46 TTOD: 1030
      CM 09/26/00 12:46 USERID: OTET316  LATA: H150151  TASKID: AF
      CM 09/26/00 12:46 UNDISTURBED REST: OFF
     *TK 09/26/00 12:46 SLIP-09/26/00   TIME ON DUTY-10:30 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0677000
                        STR MILES-162 $  198.86 OVERTIME- 00:32 REVIEW
                        DISTRIBUTION-000 PAY CD-163 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F3-02:30 $   35.34
     *TX 09/26/00 12:46 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 09/26/00 12:46 USERID: OTET316
      CE 09/26/00 12:46 OLD REST TIME- 00/09/26 20:45-C              LATA-  00000
                        NEW REST TIME- 00/09/26 20:45-C
      CY 09/26/00 12:47 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:RAN AROUND ENGR.A.I.LINDSEY DEPARTED YD.OFF.
        0235  ON TRAIN 0245 OUT NEFF YD.0250 BY ROCK CREEK 02
        55                      BOTH CREWS WERE IN NEFF YAR
        D OFFICE SHOULD HAVE BEEN SWAPPED OFF.
      DU 09/27/00 13:36 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   266.25
      EN 09/27/00 13:36 UP  003720 SSW 009668
      TK 09/27/00 13:36 SLIP-09/26/00   TIME ON DUTY-10:30 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0677000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-163 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F3-02:30 $   35.34
      TX 09/27/00 13:36 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 09/27/00 13:36 USERID: OCMS032
9/27  SN 09/27/00 16:49 NOTF-09/27 16:48-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 09/27/00 16:49 MX125  RE36 MASN'S  ENG     START AT-MX125  09/27 18:40-C
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                        CREW REQ: R ACTUAL: R ST-OK
     CM 09/27/00 16:49  TC.........KAC
     WC 09/27/00 16:50  JOBID:  /MASKS  /27    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 13:55
     TU 09/28/00 04:57  RLS-09/28 05:00-C  TAT-09/28 03:50-C
                        TIEUP AT-MX283      AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-01596
     CM 09/28/00 04:57  RLV- 09/28 05:00-C
     CM 09/28/00 04:57  UNDISTURBED REST: 1000 HRS
     CM 09/28/00 04:57  INITIAL TERMINAL DEPARTURE TIME - 09/27 20:35
     CM 09/28/00 04:57  SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
     CM 09/28/00 04:57  HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000009
     CM 09/28/00 04:57        =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
    *DU 09/28/00 05:02  ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-**** H626681
                        RECEIVED DATE- 09/28/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   234.93
    *EN 09/28/00 05:02  UP  006504 SP  000245
     CM 09/28/00 05:02  CLAIMED: 926-Y     H5 -1355 I2 -0040
     CM 09/28/00 05:02  FRA DATA ENG  MASKS  27 MX125  09271840 MX283  09280500
                        MX283  09280500
     CM 09/28/00 05:02  TTOD: 1020
     CM 09/28/00 05:02  USERID: OTET316  LATA: H626681  TASKID: AF
     CM 09/28/00 05:02  UNDISTURBED REST: ON
    *TK 09/28/00 05:02  SLIP-09/27/00   TIME ON DUTY-10:20 STRTIM-09:29 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                        STR MILES-154 $  189.29 OVERTIME- 00:51 $   25.59
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW   I2-00:40  REVIEW
    *TX 09/28/00 05:02  ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
    *CM 09/28/00 05:02  USERID: OTET316
     CE 09/28/00 05:02  OLD REST TIME- 00/09/28 15:00-C              LATA-  00000
                        NEW REST TIME- 00/09/28 15:00-C
     DU 09/28/00 10:13  ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-XX   HE91395
                        RECEIVED DATE- 09/28/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   514.28
     EN 09/28/00 10:13  UP  006504 SP  000245
     TK 09/28/00 10:13  SLIP-09/27/00   TIME ON DUTY-10:20 STRTIM-09:29 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                        STR MILES-154 $  189.29 OVERTIME- 00:51 $   25.59
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-13:55 $  279.35
     TX 09/28/00 10:13  ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
     CM 09/28/00 10:13  USERID: OCMS032
     DK 09/28/00 10:14  DECLINATION NUMBER- AL 0927-012   SLIP DATE-09/27/00
                        CHAIRMAN ID- 40101
                        DECLINED:      I2- 00:40       REASON CODE-IO
9/28 SN 09/28/00 16:03  NOTF-09/28 16:03-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
     WR 09/28/00 16:03  MX283  RE36 CWECS  ENG     START AT-MX283  09/28 18:00-C
                        CREW REQ: R ACTUAL: R ST-OK
     CM 09/28/00 16:03  TC.........KAC
     WC 09/28/00 16:04  JOBID:  /CWECS  /24    ROSTER NO OF POSITION-353101
     TU 09/29/00 08:59  RLS-09/29 09:00-C  TAT-09/29 08:55-C
                        TIEUP AT-MX125      AFHT-
                        DH-N REST-10 XREST-00000 RET-  SHRT-
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                        T/U MLS-0154 CC MLS-01750
      CM 09/29/00 08:59 RLV- 09/29 06:00-C
      CM 09/29/00 08:59 UNDISTURBED REST: 1200 HRS
      CM 09/29/00 08:59 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 09/29/00 08:59 OTET316  QUICK TIE-UP  H440415
      CM 09/29/00 23:25 HOSV FTU- 09/29 09:00-C     TAT- 09/29 08:55-C
      CM 09/29/00 23:25 HOSV INITIAL TERMINAL DEPARTURE TIME - 09/28 18:50
      CM 09/29/00 23:25 HOSV PICK UP CIRC7: G066     MODE: TAXI    TRFD- 09/29
                        08:55-X
      CM 09/29/00 23:25 HOSV USERID:  OTET316
      CM 09/29/00 23:25 HOSV PICK UP TIME:     09/29 06:00
      CM 09/29/00 23:25 HOSV RLV- 09/29 06:00-C
     *DU 09/29/00 23:28 ORG-MX283  DES-MX125  QLF-B SERVICE-2 SLIP#-***** H791863
                        RECEIVED DATE- 09/29/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $    382.45
     *EN 09/29/00 23:28 UP  007182 UP  006632 CNW 008811
      CM 09/29/00 23:28 CLAIMED: 902-Y     926-Y     7W -0300
      CM 09/29/00 23:28 FRA DATA ENG  CWECS  24 MX283  09281800 G 066  09290600
                        MX125  09290900
      CM 09/29/00 23:28 FRA DATA ENG DF X G 066  09290600 MX125  09290900 TAXI
                        FROM NAPTON
      CM 09/29/00 23:28 TTOD: 1200
     *TK 09/29/00 23:28 SLIP-09/28/00   TIME ON DUTY-12:00 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-162 $  198.86 OVERTIME- 02:02 $    61.22
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: 7W-03:00 $    90.32
     *TX 09/29/00 23:28 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 09/29/00 23:28 USERID: OTET316
      CY 09/29/00 23:29 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:HOGGED AT NAPTON .  TAXI TO JEFF CITY
      DU 10/02/00 10:29 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $    382.45
      EN 10/02/00 10:29 UP  007182 UP  006632 CNW 008811
      TK 10/02/00 10:29 SLIP-09/28/00   TIME ON DUTY-12:00 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-162 $  198.86 OVERTIME- 02:02 $    61.22
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: 7W-03:00 $    90.32
      TX 10/02/00 10:29 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 10/02/00 10:29 USERID: OCMS032
09/29 SN 09/29/00 21:16 NOTF-09/29 21:15-C PH-573-474-0627 VACANCY STEP-00
                                                        REGMAN-428882388
      WR 09/29/00 21:16 MX125  RE36 MASNP  ENG     START AT-MX125  09/29 23:15-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 09/29/00 21:16 WIFE TC.......KAC
      WC 09/29/00 21:17 JOBID:  /MASNP  /29    ROSTER NO OF POSITION-353101
      TU 09/30/00 08:29 RLS-09/30 08:30-C  TAT-09/30 06:00-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-01904
      CM 09/30/00 08:29 RLV- 09/30 08:30-C
      CM 09/30/00 08:29 INITIAL TERMINAL DEPARTURE TIME - 09/30 00:15
      CM 09/30/00 08:29 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 09/30/00 08:29 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
      CM 09/30/00 08:29      =TE AFHT MX283 USE EMPLOYEES PSP AFHT NUMBERS
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     *DU 09/30/00 08:31 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-**** H991959
                        RECEIVED DATE- 09/30/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   230.55
     *EN 09/30/00 08:31 UP  009132 UP  009481
      CM 09/30/00 08:31 CLAIMED: 926-Y    F3 -0130
      CM 09/30/00 08:31 FRA DATA ENG  MASNP  29 MX125  09292315 MX283  09300830
                        MX283  09300830
      CM 09/30/00 08:31 TTOD: 0915
      CM 09/30/00 08:31 USERID: OTET316  LATA: H991959  TASKID: AF
      CM 09/30/00 08:31 UNDISTURBED REST: OFF
     *TK 09/30/00 08:31 SLIP-09/29/00   TIME ON DUTY-09:15 STRTIM-09:15 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0787000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-165 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F3-01:30 $   21.21
     *TX 09/30/00 08:31 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 09/30/00 08:31 USERID: OTET316
      CE 09/30/00 08:31 OLD REST TIME- 00/09/30 16:30-C              LATA-  00000
                        NEW REST TIME- 00/09/30 16:30-C
      DU 10/02/00 14:59 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   240.12
      EN 10/02/00 14:59 UP  009132 UP  009481
      TK 10/02/00 14:59 SLIP-09/29/00   TIME ON DUTY-09:15 STRTIM-09:15 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0787000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-165 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F3-01:30 $   21.21
      TX 10/02/00 14:59 ALW-    $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 10/02/00 14:59 USERID: OCMS032
09/30 SN 09/30/00 21:22 NOTF-09/30 21:21-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 09/30/00 21:22 MX283  RE36 CBTPA  ENG     START AT-MX283  09/30 23:15-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 09/30/00 21:22 TC.........KAC
      WC 09/30/00 21:23 JOBID:  /CBTPA  /28    ROSTER NO OF POSITION-353101
      TU 10/01/00 05:41 RLS-10/01 05:45-C  TAT-10/01 04:25-C
                        TIEUP AT-MX125      AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162
      CM 10/01/00 05:41 RLV- 10/01 05:45-C
      CM 10/01/00 05:41 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 10/01/00 05:41 INITIAL TERMINAL DEPARTURE TIME - 10/01 00:15
      CM 10/01/00 05:41 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000009
      DU 10/01/00 05:44 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H091419
                        RECEIVED DATE- 10/01/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   235.62
      EN 10/01/00 05:44 UP  006501 UP  006859 UP  007213
      CM 10/01/00 05:44 CLAIMED: 902-Y    926-Y    F3 -0020
      CM 10/01/00 05:44 FRA DATA ENG  CBTPA  28 MX283  09302315 MX125  10010545
                        MX125  10010545
      CM 10/01/00 05:44 TTOD: 0630
      CM 10/01/00 05:44 USERID: OTET316  LATA: H091419  TASKID: AF
      CM 10/01/00 05:44 UNDISTURBED REST: OFF
      TK 10/01/00 05:44 SLIP-09/30/00   TIME ON DUTY-06:30 STRTIM-06:30 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
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                                STR MILES-162 $   198.86 OVERTIME- 00:00 $      .00
                                DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                                CONSTRUCTIVE ALLOWANCES:
                                TIME: P3-00:20 $     4.71
       TX 10/01/00 05:44 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
       CM 10/01/00 05:44 USERID: OTET316
       CE 10/01/00 05:44 OLD REST TIME- 00/10/01 13:45-C                LATA-  00000
                         NEW REST TIME- 00/10/01 13:45-C
10/01  CA 10/01/00 00:02 STARTS-00                                            E000000
                         CCMILS-0000 RDMILS-0000 MILSPD-0000 MILSMO-0000
10/02  SN 10/02/00 13:26 NOTF-10/02 13:26-C PH-573-474-0627 VACANCY STEP-00
                                                                REGMAN-428882388
       WR 10/02/00 13:26 MX125  RE36 DH99   ENG     START AT-MX125  10/02 15:30-C
                         CREW REQ: R ACTUAL: R ST-OK
       CM 10/02/00 13:26 DH SAP
       CM 10/02/00 13:26 DH TYPE: SEPARATE AND APART     DH METHOD: TAXI
                         DH REASON: DA
       WC 10/02/00 13:27 JOBID:  /DH99   /02    ROSTER NO OF POSITION-353101
                         HELD AWAY TIME- 17:45
       CM 10/02/00 13:40 LIMO SYSTEM CONTROL NUMBER: 00186303
       TU 10/02/00 18:25 RLS-10/02 18:30-C  TAT-10/02 18:20-C
                         TIEUP AT-MX283     AFHT-MX283  RE36
                         DH-N REST-8  XREST-00000 RET-  SHRT-N
                         T/U MLS-0130 CC MLS-00130
       CM 10/02/00 18:25 RLV- 10/02 18:30-C
       CM 10/02/00 18:25 INITIAL TERMINAL DEPARTURE TIME - 10/02 15:35
       CM 10/02/00 18:25 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
       CM 10/02/00 18:25 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000009
       CM 10/02/00 18:25       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
      *DU 10/02/00 18:28 ORG-MX125  DES-MX283  QLF-T SERVICE-2 SLIP#-**** HG91141
                         RECEIVED DATE- 10/02/00
                         TOTAL PAY FOR THIS TRIP: $   156.32
       CM 10/02/00 18:28 CLAIMED: H5 -1745 D4 -0800
      *TK 10/02/00 18:28 SLIP-10/02/00   TIME ON DUTY-03:00 STRTIM-03:00 KOT-0
                         MLS PD NR-000 OC-01 ALW-    $00.00  WEIGHT-0001000
                         STR MILES-000 $     .00 OVERTIME- 00:00 $     .00
                         DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUG?-N
                         CONSTRUCTIVE ALLOWANCES:
                         TIME: H5-??:??  REVIEW   D4-08:00 $  156.32
      *TX 10/02/00 18:28 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 10/02/00 18:28 USERID: OTET316
       CM 10/02/00 18:29 FRA DATA ENG DT X MX125  10021530 MX283  10021830 TAXI
       CM 10/02/00 18:29 TTOD: 0000
       DU 10/06/00 14:50 ORG-MX125  DES-MX283  QLF-D SERVICE-2 SLIP#-     HE91395
                         TOTAL PAY FOR THIS TRIP: $   503.16
       TK 10/06/00 14:50 SLIP-10/02/00   TIME ON DUTY-03:00 STRTIM-03:00 KOT-0
                         MLS PD NR-000 OC-01 ALW-    $00.00  WEIGHT-0001000
                         STR MILES-000 $     .00 OVERTIME- 00:00 $     .00
                         DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUG?-N
                         CONSTRUCTIVE ALLOWANCES:
                         TIME: H5-17:45 $  346.84 D4-08:00 $  156.32
       TX 10/06/00 14:50 ALW-    $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 10/06/00 14:50 USERID: OCMS032
10/03  SN 10/03/00 09:04 NOTF-10/03 09:03-C PH-816-254-7236 VACANCY STEP-00
                                                                REGMAN-428882388
       WR 10/03/00 09:04 MX283  RE36 QNPAS  ENG     START AT-MX283  10/03 11:00-C
                         CREW REQ: R ACTUAL: R ST-OK
       WC 10/03/00 09:05 JOBID:  /QNPAS  /02    ROSTER NO OF POSITION-353101
       TU 10/03/00 22:56 RLS-10/03 23:00-C  TAT-10/03 22:35-C
                         TIEUP AT-MX125     AFHT-
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                        DH-N REST-10 XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00292
      CM 10/03/00 22:56 RLV- 10/03 23:00-C
      CM 10/03/00 22:56 UNDISTURBED REST: 1200 HRS
      CM 10/03/00 22:56 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 10/03/00 22:56 INITIAL TERMINAL DEPARTURE TIME - 10/03 14:10
      CM 10/03/00 22:56 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000009
      DU 10/03/00 22:58 ORG-MX283  DES-MX125  OLF-W SERVICE-2 SLIP#-**** H091419
                        RECEIVED DATE- 10/03/00
                       !SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   292.13
      EN 10/03/00 22:58 UP  005656 UP  004796 UP  009548
      CM 10/03/00 22:58 CLAIMED: 902-Y    926-Y    I2 -0155
      CM 10/03/00 22:58 FRA DATA ENG  ONPAS  02 MX283  10031100 MX125  10032300
                        MX125  10032300
      CM 10/03/00 22:58 TTOD: 1200
      CM 10/03/00 22:58 USERID: OTET316  LATA: H091419  TASKID: AF
      CM 10/03/00 22:58 UNDISTURBED REST: ON
      TK 10/03/00 22:58 SLIP-10/03/00   TIME ON DUTY-12:00 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1196000
                        STR MILES-162 $  198.86 OVERTIME- 02:02 $   61.22
                        DISTRIBUTION-000 PAY CD-173 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-01:55  REVIEW
      TX 10/03/00 22:58 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      CM 10/03/00 22:58 USERID: OTET316
      CE 10/03/00 22:58 OLD REST TIME- 00/10/04 11:00-C              LATA-  00000
                        NEW REST TIME- 00/10/04 11:00-C
      CY 10/03/00 22:59 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:TRAIN WAS AT HICKORY ST.
0/04  SN 10/04/00 21:03 NOTF-10/04 21:02-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 10/04/00 21:03 MX125  RE36 MASNP  ENG     START AT-MX125  10/04 23:00-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 10/04/00 21:03 TC..........KAC
      WC 10/04/00 21:04 JOBID:  /MASNP  /04    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 08:00
      TU 10/05/00 11:57 RLS-10/05 12:00-C  TAT-10/05 11:00-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-10 XREST-00000 RET-  SHRT-
                        T/U MLS-0154 CC MLS-00446
      CM 10/05/00 11:57 RLV- 10/05 11:00-C
      CM 10/05/00 11:57 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 10/05/00 11:57 OTET316  QUICK TIE-UP  H991928
      CM 10/05/00 11:57       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
      CM 10/06/00 00:31 HOSV FTU- 10/05 12:00-C    TAT- 10/05 11:00-C
      CM 10/06/00 00:31 HOSV INITIAL TERMINAL DEPARTURE TIME - 10/05 01:55
      CM 10/06/00 00:31 HOSV USERID:  OTET316
      CM 10/06/00 00:31 HOSV RLV- 10/05 11:00-C
      DU 10/06/00 00:36 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-**** H791928
                        RECEIVED DATE- 10/06/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   315.22
      EN 10/06/00 00:36 UP  006454 HLCX007196
      CM 10/06/00 00:36 CLAIMED: 926-Y    H5 -0800 7W -0100
      TK 10/06/00 00:36 SLIP-10/04/00   TIME ON DUTY-12:00 STRTIM-09:29 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0827000
                        STR MILES-154 $  189.29 OVERTIME- 02:31 $   75.77
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
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                        TIME: H5-??:??  REVIEW   7W-01:00 $    30.11
      TX 10/06/00 00:36 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      CM 10/06/00 00:36 USERID: OTET316
      CM 10/06/00 00:37 FRA DATA ENG  MASNP  04 MX125  10042300 MX283  10051100
                        MX283  10051200
      CM 10/06/00 00:37 FRA DATA ENG DF X MX283  10051100 MX283  10051200 CO.
                        AUTO TO YD.OFFICE
      CM 10/06/00 00:37 TTOD: 1200
      CY 10/06/00 00:37 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:HOGGED ON THE SHEEP JUMP;AFTER AN HOUR THE
        CARRYALL CAME.  TOOK US TO NEFF YD.  OFFICE
10/06 SN 10/05/00 22:43 NOTF-10/05 22:42-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      CM 10/05/00 22:43 TC.......KAC
      WC 10/05/00 22:44 JOBID:  /CCVPAH /29    ROSTER NO OF POSITION-353101
      CM 10/06/00 02:27 SWAPPED
      SA 10/06/00 02:27 MX283  RE36 CCVPAH ENG   STARTS AT:          10/06 00:30-C
                        NOTF-10/06 02:26-C PH-816-254-7236
                                           DH-N ST-OK STARTS:
      CM 10/06/00 02:28 ANNULMENT CODE: DU  REASON: SWAPPED
10/06 SN 10/06/00 02:30 NOTF-10/06 02:30-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 10/06/00 02:30 MX283  RE36 CWEMS  ENG     START AT-MX283  10/06 00:30-C
                        CREW REQ: F ACTUAL: R ST-OK
      CM 10/06/00 02:30 SWAPPED
      CM 10/06/00 02:30 JOB DESCRIPTION: =BM
      WC 10/06/00 02:31 JOBID:  /CWEMS  /01    ROSTER NO OF POSITION-353101
      TU 10/06/00 07:24 RLS-10/06 07:25-C  TAT-10/06 07:10-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00608
      CM 10/06/00 07:24 RLV- 10/06 07:25-C
      CM 10/06/00 07:24 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 10/06/00 07:24 INITIAL TERMINAL DEPARTURE TIME - 10/06 03:00
      CM 10/06/00 07:24 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000009
      DU 10/06/00 07:27 ORG-MX283  DES-MX125  OLF-R SERVICE-2 SLIP#-**** H440415
                        RECEIVED DATE- 10/06/00
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   248.58
      EN 10/06/00 07:27 UP  006471 UP  007122 UP  007086
      CM 10/06/00 07:27 CLAIMED: 902-Y    926-Y    I2 -0115
      CM 10/06/00 07:27 FRA DATA ENG  CWEMS  01 MX283  10060030 MX125  10060725
                        MX125  10060725
      CM 10/06/00 07:27 TTOD: 0655
      CM 10/06/00 07:27 USERID: OTET316  LATA: H440415  TASKID: AF
      CM 10/06/00 07:27 UNDISTURBED REST: OFF
      TK 10/06/00 07:27 SLIP-10/06/00   TIME ON DUTY-06:55 STRTIM-06:55 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUMD PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-01:15 $   17.67
      TX 10/06/00 07:27 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      CM 10/06/00 07:27 USERID: OTET316
      CE 10/06/00 07:27 OLD REST TIME- 00/10/06 15:25-C            LATA-  00000
                        NEW REST TIME- 00/10/06 15:25-C
.OM
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ORGANIZATION EXHIBIT

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WORK HISTORY - DR SNYDER          428-88-2388   ACTIVE     R  01/27/03 02:54
STATUS-OK              ASGN-M125   MSG-'ROY' 'DOCTOR' DPU /2   ALL BOTH ENDS
CURR ASSIGN-MX283  RE36 ANPCE  ENG  ST-01/30 14:30-C TIEUP-01/30 23:25-C  AFHT-N
PERM ASSIGN-MX125  RE36 KS05   ENG B ASN DATE-07/19/01    C
ANV DT- 06/28/67       HIRE DATE- 06/28/67       BIRTH DATE- 07/18/44
RAILROAD INDICATOR-M        RADIO ID -                        CONDITION -
HOME ADDRESS-17007 E.24 HWY  APT.11      INDEPENDENCE   MO  640560000!
HOME PT LOC-
*!
*                     * * *      ASSIGNMENTS       * * *!
REG ASSIGN-MX125  RE36 KS05 ENG B SL- 0  TEMP ASSIGN-                      SL-
          353101                                  000000
STARTS PER PERIOD-00  CCMILS-1988 RDMILS-0000 MILSPD-0000 MILSMO-0000
*
*                          * * * OFF DAYS * * *
PERMANENT OFF DAYS-                     TEMPORARY OFF DAYS-
*

                           * * * PERSONAL DAYS * * * 2003
ALLOWED-11   CARRIED OVER-03   DENIED-00   PAID-00   CARRIED OVER DAYS PAID-01
CARRY OVER DAYS EXPIRATION DATE - 05/01
PERSONAL LEAVE SENIORITY DATE - 06/28/67
*
* * * UP PERSONAL DAYS PAID:     DATE         AMOUNT PAID
                                01/22/03         $  159.83
*

                             * * * HOLIDAYS * * *    2003
HOLIDAYS PAID-00
*!

                             * * * VACATION * * *    2003
*
                            GROUPING-MX125    ENG
PREVIOUS YEAR QUALIFYING DAYS:  LAID OFF HURT-NA  EXTRA BOARD-NA
VACATION WEEKS ALLOWED-05 VACATION DAYS PAID-00 VACATION WEEKS SCHEDULED-05
VACATION SENIORITY DATE - 06/28/67
ONE 52ND - $1,973.43      FIRST RATE - $   0.00
*+
SINGLE VACATION DAYS TAKEN/PAID-00   SINGLE VACATION DAYS RESERVED-00<
*
VACATION SCHEDULED     07/28 - 08/31
CURRENT YTD QUALIFYING DAYS:    LAID OFF HURT-NA  EXTRA BOARD-NA
*

                           * * * PERSONAL DAYS * * * 2002!
ALLOWED-11   CARRIED OVER-00              PAID-03   CARRIED OVER DAYS PAID-00
PERSONAL LEAVE SENIORITY DATE - 06/28/67
*
* * * UP PERSONAL DAYS PAID:     DATE         AMOUNT PAID
                                03/20/02         $  158.95
                                09/17/02         $  158.95
                                09/18/02         $  158.95

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                             * * * HOLIDAYS * * *    2002
HOLIDAYS PAID-00
*!
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X-1

* * * VACATION * * * 2002

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GROUPING-MX125 ENG

VACATION WEEKS ALLOWED-05 VACATION DAYS PAID-35 VACATION WEEKS SCHEDULED-05
VACATION SENIORITY DATE - 06/28/67
ONE 52ND - $1,946.55 FIRST RATE - 1,946.55
*+
SINGLE VACATION DAYS TAKEN/PAID-00 SINGLE VACATION DAYS RESERVED-00<
*
VACATION SCHEDULED 03/25 - 04/28
*
VACATION PAID DATE PAID
03/25 - 07 DAYS $1,946.55
04/01 - 15 DAYS $4,171.18
04/16 - 13 DAYS $3,615.02
*
*
* * * TELEPHONES * * *
HOME PHONES- 573-474-0627 DIS-N- 573-443-9266 DIS-N-B 816-257-1151 DIS-N-+
AFHT PHONES- MX283 816-257-1151 DIS-N- MX283 573-443-9266 DIS-N-B
MX125 573-474-0627 DIS-N- MX125 573-443-9266 DIS-N-B
*
* * * SPECIAL CONDITIONS * * *
10 QUALIFIED DPU
23 SWI QUALIFIED AS HOSTLER
*
* * * SENIORITY ROSTERS * * *
*

PRIM QUAL	DATE	SEQ	ROSTER	PROT	PR	STAMP	ADDITIONAL QUALIFICATIONS
ENG	05 01 94	084	353101	N	P		PLE
ENG	05 01 94	009	300101	Y	J		
CON	04 05 74	266	300301	Y	B		
BRK	06 28 67	266	300401	Y	B		
BRK	06 28 67	005	300402	Y	B		
SWI	10 17 71	124	300501	Y	B		
ENG	05 01 94	040	301101	Y	J		
CON	04 05 74	010	301301	Y	B		
BRK	10 17 71	490	301401	Y	B		
SWI	10 17 71	605	301501	Y	B		
ENG	05 01 94	040	302101	Y	J		
ENG	05 01 94	250	302112	Y	S		PLE
CON	04 05 74	010	302301	Y	B		
BRK	10 17 71	400	302401	Y	B		
ENG	05 01 94	035	303101	Y	J		
CON	03 25 80	640	303301	Y	B		
BRK	03 24 80	242	303401	Y	B		
SWI	07 05 83	028	303501	Y	B		
ENG	05 01 94	040	304101	Y	J		
CON	03 25 80	256	304301	Y	B		PLT
BRK	03 24 80	322	304401	Y	B		
SWI	07 05 83	027	304501	Y	B		
ENG	05 01 94	035	305101	Y	J		PLE
CON	03 25 80	640	305301	Y	B		
BRK	03 24 80	605	305401	Y	B		
ENG	05 01 94	040	306101	Y	J		
CON	03 25 80	640	306301	Y	B		
BRK	03 24 80	605	306401	Y	B		
SWI	07 05 83	028	306501	Y	B		
ENG	05 01 94	040	307101	Y	J		
CON	04 05 74	010	307301	Y	B		

X-2

CON	04 05 74	003	307302	Y	W		
BRK	10 17 71	600	307401	Y	B		
SWI	10 17 71	605	307501	Y	B		
SWI	10 17 71	610	307502	Y	W		
ENG	05 01 94	025	308101	Y	J		
CON	10 16 71	100	308301	Y	B		
BRK	06 28 67	005	308401	Y	B		
SWI	10 17 71	615	308501	Y	B	HDR	
SWI	10 17 71	605	308502	Y	B		
SWI	07 05 83	027	309501	Y	B		
CON	03 23 92	640	310301	Y	B		
BRK	03 23 92	605	310401	Y	B		
SWI	03 23 92	605	310501	Y	B		
ENG	04 01 94	015	311101	Y	J		
CON	04 05 74	010	311301	Y	B		
BRK	10 17 71	605	311401	Y	B		
ENG	05 01 94	040	312101	Y	J		
SWI	07 05 83	028	312501	Y	B		
SWI	10 17 71	605	313501	Y			
SWI	10 17 71	605	314501	Y	B		
SWI	10 17 71	605	315501	Y	B		
SWI	10 17 71	605	316501	Y	B		
ENG	05 01 94	615	350101	N	3	PLE	
ENG	01 16 99	383	351101	N	S	PLE	
ENG	01 16 99	448	352101	N	S	PLE	
ENG	01 16 99	472	354101	N	S	PLE	
ENG	01 16 99	382	355101	N	S	PLE	
ENG	01 17 99	382	356101	N	S	PLE	
ENG	01 16 99	023	357101	N	S	PLE	
ENG	05 01 94	022	358101	N	P	PLE	
ENG	01 17 99	382	359101	N	S	PLE	

*

* * * * CUTOFF LISTING * * *!

*

LOCATION BOARD

X-3

ORGANIZATION EXHIBIT

Y

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179

Page 1 of 4 Pages
2 of 2 TEB

May 31, 2000

110.61-21.326

Mr. T. E. Bryan
5211 Avenida Pescadora
Ft. Myers Beach, FL 33931

Dear Sir:

Review of the relocation payment made to you under the provisions of the St. Louis Hub Implementation Agreement revealed that you requested a relocation lump sum of $30,000. Payment in the net amount of $21,600.00 was made to you in November 1998

However, Carrier records indicate that you did not relocate closer to your new work location (Bloomington). Instead, your address of record is in Ft. Myers Beach, Florida. The relocation allowance was not intended to be paid so that an employee could move further away from his assigned home terminal. As you have failed to comply with the conditions under which you were granted the relocation allowance, I have enclosed a repayment agreement for you to repay the net amount of $21,600.00 as you have failed to relocate in accordance with the agreement. To reimburse the Carrier for your improper request and receipt of this relocation lump sum, you must complete, sign and return the enclosed agreement for repayment to the Carrier within ten (10) days of receipt.

Thank you for your attention in this matter.

Sincerely,

Andrea Ganser
Assistant Director Labor Relations

Copy to: W. Scott Hinckley
Catherine Sosso
Joe Bearden

4-1

AGREEMENT FOR REPAYMENT

110.61-21.326

Mr. T. E. Bryan
5211 Avenida Pescadora
Ft. Myers Beach, FL 33931

I understand that I was incorrectly paid relocation of $21,600.00. I agree to repay this amount to the Carrier as follows (select one):

____ By check for the full amount (enclose check and send via U.S. Mail)

____ Deduction of $600.00 per pay period for eighteen months

____ Deduction of $450.00 per pay period for twenty-four months

This deduction will commence at the first pay period following the date this Agreement is received by the Carrier.

_____
Employee's Signature

_____
Date

Send by fax to: Andrea Gansen
402/271-2463

or mail: 1416 Dodge Street
Room 332
Omaha, NE 68179

Upon receipt, copy to George Marshall for processing to Banking Department.

4-2

TO: MS. ANDREA GANSEN, UP RAILROAD LABOR RELATIONS 06/08/2000

FM: T.E. BRYAN, UP ENGINEER, #353380251, TREMONT, IL

REF: YOUR LETTER DATED 05/31/00- REQUESTING RETURN OF RELOCATION REIMBURSEMENT.

DEAR MS. GANSEN,

I RELOCATED TO 201 ½ SOUTH LOCUST ST., TREMONT, IL 61568- AS PER HUB & SPOKE RELOCATION AGRMNT. I LIVE AND WORK THERE. MY CAR INSURANCE, TITLES HAVE ALL BEEN CHANGED TO SAID ADDRESS. I PAY TAXES THERE ON PROPERTY. THE RELOCATION MONEY PAID TO ME WAS VALID AND DUE IN NOV OF 98 AND TO PRESENT. MY WIFE, ACCOUNT OF HEALTH, TOOK EARLY RETIREMENT AND MOVED TO OUR FLORIDA ADDRESS. (SHE RESIDES THERE AT LEAST 6 MONTHS PER) SHE DOES THE BILL PAYING AND PAPERWORK FOR OUR HOUSHOLDS, INVESTMENTS AND SUCH. MY PAYROLL CHECK IS STILL SENT TO UNION PLANTERS BANK IN ILLINOIS. THE CARRIER (UP) RECORDS SHOULD SHOW THAT MY WORK PHONE AND ADDRESS IS TREMONT. WHEN THE HUB AND SPOKE WENT INTO EFFECT, I WAS RELOCATED TO BLOOMINGTON (ZS127) TO WORK OUT OF THAT TERMINAL. I NOW FIND MYSELF FORCED TO VILLA GROVE (ZB145) WHICH IS 88 MILES FARTHER THAN BLOOMINGTON FROM TREMONT. I HAD SOLD MY HOME AND MOVED TO 23 MILES FROM MY BLOOMINGTON WORK LOCATION. I NOW FIND MYSELF DRIVING 105 MILES ONE WAY TO WORK, RATHER THAN RELOCATE AGAIN. MY DOCTORS, BANKS, PHARMACY, PHONES, AND BEEPER ARE ALL THROUGH MY HOME ADDRESS IN TREMONT.

WHEN I MADE THE MOVE, OUR (UP) COMPUTER SYSTEM WOULDN'T TAKE 2 ADDRESSES, AND I WAS TOLD WITH EMERGENCY NOTIFICATION FOR MY WIFE, TO USE OUR FLORIDA ADDRESS. DUE TO DISTANCE AND TIME, I FEEL SURE, THAT YOUR'RE AWARE THAT IT'S IMPOSSIBLE TO MAKE A 2HOUR CALL FOR A TRAIN AT VILLA GROVE (ZB145) FROM FLORIDA. I DID RELOCATE TO THE BLOOMINGTON AREA IN ACCORDANCE WITH THE NOV 98 HUB AND SPOKE AGREEMENT. AS MY WORK RECORD WILL SHOW, I'VE BEEN AVAILABLE 95% OF THE TIME WHILE WORKING AT BLOOMINGTON AND VILLA GROVE FROM MY HOME IN TREMONT, THIS PAST 1 ½ YEARS.

MY CAR/VEHICLE TITLE, REGISTRATION AND INSURANCE ARE ALL AT MY TREMONT HOME. TO GIVE YOU AN IDEA OF HOW MUCH I CONSIDER IT TO BE HOME, I'VE EVEN CONTACTED THE LOCAL MORTUARY AND GIVEN THEM INSTRUCTIONS ON AS TO HOW I WANT TO BE HANDLED, IN CASE OF AN UNEXPECTED "EVENT".

IF FOR CARRIER RECORDS, YOU NEED TO MAKE SOME CHANGES, FINE, DO SO, BUT PLEASE CORRECT THE COMPUTER SYSTEM SO I CAN SHOW MY WIFE'S ADDRESS. THIS IS FAR FROM BEING AN IDEAL WAY TO LIVE, BUT WITH WORK AND HEALTH CONSIDERATIONS, IT'S THE BEST WE'VE BEEN ABLE TO MANAGE.

RESPECTFULLY

Thomas E. Bryan

THOMAS E. BRYAN

4-3

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179

June 20, 2000

110.61-21.326

Mr. T. E. Bryan
201 ½ South Locust St.
Tremont, IL 61568

Dear Sir:

I am in receipt of your letter postmarked June 12, 2000, referencing my May 31 letter to you regarding the relocation payment made to you under the provisions of the St. Louis Hub Implementation Agreement.

Thank you for your timely response. You have demonstrated that your new residence is in Tremont, Illinois and not Florida. After reviewing the unique circumstances of your situation, the Carrier will not pursue the recollection of the relocation money.

I appreciate your attention in this matter.

Sincerely,

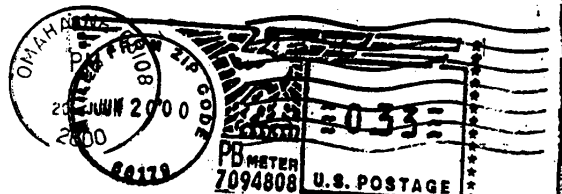
Andrea Gansen
Assistant Director Labor Relations

Copy to: W. Scott Hinckley
Joe Bearden
C. R. Rightnowar

44

FORM 80013 (Rev. 12-95)

UNION PACIFIC RAILROAD



Mr. C. R. Rightnowar
General Chairman BLE
320 Brookes Dr. Suite 115
Hazelwood, MO 63042

63042+2733

9-5

ORGANIZATION EXHIBIT

Z

C.J. SOSSO
JAN 11 2001
RECEIVED

REC'D
JAN 19 2001
Labor Relations

HUB RELOCATION BENEFITS APPLICATION

(Kansas City Hub)
(Applicant Insert Name of Appropriate Hub)

Please accept this as my application for relocation benefits as set forth in the above referenced Article VII (B) Merger Implementing Agreement. I understand that my election herein is in lieu of actual relocation benefits provided under New York Dock. This election must be exercised within two (2) years from the date of implementation of this Agreement. (Except that Option 3 shall expire within five (5) years from implementation). Please check one of the following three options:

☐ Option 1: I am a non-owner and accept a $10,000 allowance in lieu of New York Dock relocation benefits

☑ Option 2: I am a homeowner and accept a $20,000 allowance in lieu of New York Dock relocation benefits.

If I have accepted Option 1 or 2, I understand that I must submit "proof of actual relocation" in order to receive the "in lieu of" allowance.

☐ Option 3: I am a homeowner and having sold my home, accept a $10,000 allowance in addition to the $20,000 allowance I shall receive under Option 2, for a total of a $30,000 allowance.

If I have accepted Option 3, I understand that I must not only submit "proof of actual relocation" but in addition I must provide "proof of a bona fide sale" of my home at fair value in the form of sale documents, deeds, and filings of these documents with the appropriate agency in order to receive the "in lieu of" allowance.

In addition, I understand that in accepting any of the three options above, I will be required to remain at the new location, seniority permitting, for a period of two (2) years. Please fax or send this completed form to J. E. Cvetas, Manager-Labor Relations Program Administration, 1416 Dodge Street, Room 332, Omaha, NE 68179; fax (402)271-2463. Mr. Cvetas can also be reached by phone at (402)271-4577.

NAME Jason P. Sevart SSN 515-94-4026

SIGNATURE Jason P Sevart

CRAFT Engineer

DATE 12-08-2001

OLD WORK LOCATION MX125 Jefferson City MO NEW WORK LOCATION MX283 Kansas City MO

implementation 1/16/99

A:\RELAPPLSAB(1)

21

UNION PACIFIC RAILROAD COMPANY

March 4, 2001
File: 110.61-20-326

Mr. J.P. Sevart
112 West Laredo Trail
Raymore, MO 64083

Dear Sir:

This refers to your application for $20, 000 in lieu of relocation benefits as the result of the implementation of the Kansas City Hub on January 1, 1999.

Your work records indicate you are permanently assigned to the RE125 pool at Jefferson City. Notwithstanding the fact you were not required to relocate to Kansas City, the documents you provided indicate you are leasing from relatives in Raymore, MO for a period of three months ending February 28, 2001. In addition the "Deed of Trust" you provided for a lot in Jefferson City is not signed and is not sufficient evidence of home ownership.

Accordingly, your request for relocation benefits is denied. If you wish to pursue this further, please contact your General Chairman's office.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

Copy to: Mr. R.E. Karstetter
General Chairman UTU
4702 W. Commercial Dr., Suite A
No. Little Rock, AR 72116

2-2

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

November 16, 2001
Files: 110.61-21-326
110.61-20-326
360-7

VIA U.S. Mail

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

Dear Sir:

This refers to our meeting in St. Louis on October 16, 2001, regarding applications for in lieu of relocation under various Hub agreements. The following is a recap of our discussions:

- J.P. Sevart – I provided documentation of payment for your information.
- D.E. Laudzers – You are to provide additional documentation as proof of his actual relocation to Kansas City during the hold down period for my further review.
- M.A. Katricia – This claim was originally filed by former General Chairman Thompson and subsequently appealed by UTU General Chairman Karstetter. Former Director Gansen requested additional documentation – none was forthcoming and the claim was denied
- S.O. Boykin – I am reviewing your position and will respond by December 15.
- S. M. Jungers – You are to provide documentation of home ownership/sale and proof of actual relocation to St. Louis during the two year hold down.
- T.E. Little – The Carrier will allow $10,000 without prejudice to it's position. Payment will be forthcoming.
- T.R. Brumme – Carrier records indicate he is living in Bloomington and has not relocated to Villa Grove.
- T.E. Bryan — The Parties have closed their files on this matter.
- M.O. Coats and C.W. Kerr – I advised I will review your position and respond in writing by December 15.

We discussed scheduling another meeting to review the open items listed. I suggest we jointly review any additional documentation when you are in Omaha for Section 6 meetings the week of December 4.

You also listed the names of several employees requesting adjustment of their TPAson your request for conference. I advised Director Protection, Marilyn Ahart, is the Carrier Officer responsible for grievances related to payment and computation of TPAs. Please contact her office to progress any such claims.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

2-3

Page: 1 Document Name: unti ed

PRS073 MSG 504 - PLEASE VERIFY ALL DATA BEFORE ACCEPTING
MISCELLANEOUS PAYMENT SCREEN - 65

SOC SEC NBR =====> 515944026 NAME(FML)=> J P SEVART
TRANSACTION TYPE=> TRF COST CENT=> 99677 COST CODE=> 2948
GROSS AMOUNT ====> 20,000.00 COMP CODE=> 01 PYRL NBR => 325
FEDERAL TABLE ===> X 28% EX PCT BAL SHEET=> TXBL YR=> 0501
TLC PRVD OVRD(X)=> WORK ORDR=> JOB NBR =>
E.E.O ATTORNEY ==> CONTROL NBR =>

********* TAXES TAKEN ********** ****** DEDUCTIONS TAKEN **********

CODE	DESC	AMOUNT	GROSS	OVRRD	CODE	AUTH	DESCRIPTION	AMOUNT
024	MO	600.00	20,000.00	C				
002	FED	5,600.00	20,000.00	N				

5/21/01

CHECK NET AMOUNT ==> 13,800.00 3229732

ACCEPT CORR(X) ====> x

( ) ENTER NEXT TOPIC ELSE 98 - MAIN MENU 99 - PRIMARY MENU

Paid for Cathy Sevart.

Date: 5/18/ 1 Time: 01:39:19 PM

Z-4

UNITED TRANSPORTATION UNION

REC'D
MAR 23 2001
Labor Relations

GENERAL COMMITTEE OF ADJUSTMENT TRAINMEN, CONDUCTORS, YARDMEN & ENGINEMEN
R. E. KARSTETTER, GENERAL CHAIRMAN
4702 W. COMMERCIAL DR., SUITE A, NO. LITTLE ROCK, AR 72116
TELEPHONE (501) 753-0184
FAX (501) 753-0185
EMAIL: utugo569@aol.com

B. J. GIBBS
VICE CHAIRMAN
K.R. MENGES
SECRETARY
K. R. GROSS
ASSOCIATE CHAIRMAN

J.C. CROWL
ASSOCIATE CHAIRMAN
W. J. SHELTON
ASSOCIATE CHAIRMAN

C.J. SOSSO
MAR 2[illegible] 2001
RECEIVED

March 20, 2001
360-1
1350-32

Ms. Catherine Sosso
Director Labor Relations
Union Pacific Railroad Company
1416 Dodge Street, Room 332
Omaha, Nebraska 68179

Dear Ms. Sosso:

The Organization appeals your decision to deny payment of relocation benefits to Mr. J.P. Sevart SSN 515-94-4026 as outlined in your letter dated March 4, 2001 file 110.61 - 20 - 326.

It is requested that the claim be placed in line for payment and failing that be listed to conference at the earliest possible date.

Yours truly,

R E Karstetter

R.E. Karstetter

KRG:kal

cc: W.J. Shelton, Local Chairman, Local 933

\\NT_SERVER\Shared\Katie\Correspondence\Sosso\Letter re pymnt of relocation benefits to JP Sevart-320.01.doc

Z-5

Relocation Benefits for the Hub Merger Implementing Agreement

The following information must be provided, depending upon which Option is selected.

Option 1: **Proof of actual relocation**. This may take the form of a home or apartment lease or contract to purchase a new home.

Option 2: **Proof of actual relocation** similar to that stated above for Option 1. In addition it will be necessary to provide proof of current home ownership in the form of a purchase contract, warranty deed, or mortgage papers. If these documents do not contain the property's address, i.e., most only contain a description of the property, also include the most recent tax statement which should have a street address to coincide with the description of the property.

Option 3: In addition to **proof of actual relocation**, it will also be necessary to provide a bona fide bill of sale of the old home.

Brotherhood of Locomotive Engineers
General Committee of Adjustment
Union Pacific Railroad Central Region

C.R. Rightnowar
GENERAL CHAIRMAN
R.E. Rhodes
1ST VICE-CHAIRMAN
T.H. Wells
2ND VICE-CHAIRMAN
C.R. Brand
SECRETARY-TREASURER

320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

October 10, 2001

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7000 1670 0005 1644 0283

Ms. Catherine Sosso
Director-Labor Relations
Union Pacific Railroad Company
1416 Dodge Street, Room # 332
Omaha, Nebraska 68179-0323

Dear Ms. Sosso:

This has reference to our discussions related to our upcoming meeting in St. Louis, Missouri at the UP Building during the week of October 15, 2001.

The Parties agreed to conference various issues including NYD Relocation Allowances for various engineers during our upcoming conference.

The NYD Relocation Allowance claims that the Organization desires to conference includes, but is not limited to, the following:

M.O. Coats	C.W. Kerr	S.O. Boykin
D.E. Laudzers	M.A. Katricka	J.P. Sevart

In addition, numerous individuals still do not have their TPA adjusted in accordance with the various Hub Agreements. The list of individuals requesting that their NYD TPA be adjusted include, but is not limited to, the following:

S.O. Boykin	E.D. Ivey	K.G. Timmons
L.S. Crafton, Jr.	R.W. Durkin	

2-7

In previous correspondence, the Parties agreed to arbitrate the undisturbed rest dispute. Specifically, the issue of whether or not an engineer assigned to the GXB loses his incentive day and guaranteed days when he avails himself to undisturbed rest pursuant to the System Agreement. Please advise as to when the Carrier will be able to arbitrate this dispute.

Another dispute that needs to be listed for arbitration is the issue of who qualifies for the $2.75 portion of the short crew allowance.

Please advise.

Yours truly,

Charles Rightnowar

Charles R. Rightnowar
General Chairman
Union Pacific – Central Region

Z-8

Brotherhood of Locomotive Engineers
General Committee of Adjustment
Union Pacific Railroad - Eastern Region
Charles R. Rightnowar - General Chairman 300 Brookes Drive, Suites 115-118 Hazelwood, Missouri 63042 (314) 895-5858
Fax - (314) 895-0104

FAX - FAX - FAX - FAX - FAX - FAX - FAX

From: C R Rightnowar - BLE

To: C. Sosso - up

No. of Pages: 1 of 3

This information contained in this facsimile transmission is privileged and confidential and is intended only for use by the individual or entity named above. If the reader of this message is not the intended recipient or the agent or employee responsible for delivery of the transmission to the intended recipient you are hereby notified that dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify immediately by telephone and return the message to us at the above address via the United States Postal Service.

Z-9

TRANSMISSION VERIFICATION REPORT

TIME : 10/10/2001 13:33

DATE,TIME	10/10 13:31
FAX NO./NAME	14022712463
DURATION	00:02:00
PAGE(S)	03
RESULT	OK
MODE	STANDARD ECM

Z-10

Exhibit
AA

TONY ZABAWA
General Director-
Timekeeping Operations

UNION PACIFIC RAILROAD COMPANY

1815 Capitol Avenue
Omaha, Nebraska 68102
Phone (402) 997-2000
Fax (402) 997-2385

October 11, 2000

Mr. Charles R. Rightnowar
General Chairman, BLE
320 Brookes Dr., Suite 115
Hazelwood, MO 63042

Dear Mr. Rightnowar:

This refers to your letter dated August 18, 2000, concerning held away from home terminal time and relocation allowances claimed for Zone 3 Kansas City Hub Engineers listed in your letter.

Currently Engineers L.D. Molloy, D. R. Snyder and A. L. Chachere are assigned to Kansas City turns and are receiving held away from home terminal time at Jefferson City. Engineers M. O. Coats and C. W. Kerr are assigned to Jefferson City turns and are receiving held away from home terminal time at Kansas City per instructions from Labor Relations dated June 02, 2000. They are currently not entitled to held away time at other locations and any claims for normal or reverse held away addressed in your letter for these individuals is declined.

All claims for relocation allowances are handled directly through the office of Labor Relations and those claims addressed in your letter are declined. Any future questions concerning this subject should be addressed directly to Catherine Sosso, Director Labor Relations.

Based on the above, any claim mentioned in your letter dated August 18, 2000, must be respectfully declined.

Sincerely,

Tony Zabawa

Tony Zabawa
General Director Timekeeping

Cc: Catherine Sosso – Director Labor Relations
Michael Stom – Director Timekeeping

AA-1

Exhibit
BB

Brotherhood of Locomotive Engineers
General Committee of Adjustment
Union Pacific Railroad Central Region

C.R. Rightnowar
GENERAL CHAIRMAN
R.E. Rhodes
1ST VICE-CHAIRMAN
T.H. Wells
2ND VICE-CHAIRMAN
C.R. Brand
SECRETARY-TREASURER

320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

January 12, 2002

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7001 1140 0001 0835 1341

Ms. Catherine Sosso
Director-Labor Relations
Union Pacific Railroad Company
1416 Dodge Street, Room # 332
Omaha, Nebraska 68179-0323

Dear Ms Sosso:

This will acknowledge receipt of your letter dated December 28, 2001 **(Carrier File No. 110.61-21-326 and 110.61-20-326, 360-7) (Provided for your ready reference as Attachment "1")** referencing the Parties conference and subsequent discussions of the claims for the relocation allowance of Engineer M.O. Coats and Engineer C.W. Kerr as set forth in the Kansas City Hub Merger Implementing Agreement. Pursuant to the Kansas City Hub Merger Implementing Agreement, claim has also been made for payment of all held-away-from-home terminal payments, for both engineers, associated with the relocation from Jefferson City to Kansas City, as provided in the Kansas City Hub Merger Implementing Agreement.

The version of events stated in your December 28, 2001 letter are an inaccurate depiction of the conference of these claims and our subsequent meeting and discussion of the two (2) claims in your Omaha, Nebraska, office on December 07, 2001. When these two claims, and others relocation claims, were conferenced in St. Louis, Missouri, on October 15, 2001, the Organization provided all the documentation supporting the claims for your review and consideration. During our conference discussions, you advised that upon your return to Omaha you would discuss the claims with Mr. Meredith and make an offer the resolve the claims on property.

Our discussions on December 07, 2001, was to discuss a possible settlement offer for the claims, promised in St. Louis on October 15, and not for re-conferencing of the claims. You are

BB-1

correct when stating that during these discussions the Organization did not bring its entire file related to the claims to your Omaha office. During our discussions on December 07, 2001, you made no settlement offer and advised that you had yet to discuss a potential settlement offer with Mr. Meredith.

The Parties have discussed these two (2) claims, with numerous conferences, for more than a year. Each time the discussions were had, you advised that you were going to make a settlement offer. Subsequent to you statements that you were going to make a settlement offer, no offer was forthcoming. In order to achieve a resolution of the two (2) claims referenced above, and other NYD relocation allowance claims, and after the promised settlement offers had been made after almost a year of promises, the Organization properly filed for New York Dock arbitration seeking a final resolution of the claims. It appears that your office is determined to delay final resolution of this matter as long as possible. The Organization seeks resolution.

Further, the Carrier has refused to pay NYD protective benefits to Engineer M.O. Coats in its efforts to improperly seek restitution of the relocation allowance previously paid. After numerous requests, both by this office and Mr. Coats personally, for a current status report as to how much had been deducted, your office has yet to give this office, or Mr. Coats, a current accounting of how much money has been deducted from Mr. Coats entitled NYD protective payments. Identical requests, without a current account status provided, have been made for Engineer C.W. Kerr.

Additionally, this office has requested documentation as to how much HAHT has been declined for both engineers since the Carrier took the position that both engineers were not entitled to the relocation allowance and began their efforts at re-collection and began declining entitled HAHT payments at Jefferson City. Engineer Coats and Kerr are entitled to the payment of HAHT at Jefferson City pursuant to the Kansas City Hub Merger Implementing Agreement. Your office has provided no accounting, although requested on numerous occasions, for the HAHT declined for both engineers at Jefferson City.

Without waiver of the above and without waiver of any position set forth by the Organization related to these claims, and other disputed NYD relocation allowance claims, the following documentation is provided for your review.

A sampling of timeslips filed verifying how much HAHT Engineer M.O. Coats is entitled to at Jefferson City **(Provided for your ready reference as Attachment "2")**. The enclosed timeslips do not represent all the claims filed for HAHT at Jefferson City by Mr. Coats, as there are other claims for HAHT at Jefferson City that are not currently in the possession of the Organization. All claims for HAHT at Jefferson are incorporated by reference and made a part of the record as though fully set forth herein.

A sampling of timeslips filed verifying how much HAHT Engineer C.W. Kerr is entitled to at Jefferson City **(Provided for your ready reference as Attachment "3")**. The enclosed timeslips do not represent all the claims filed for HAHT at Jefferson City by Mr. Kerr, as there are other claims for HAHT at Jefferson City that are not currently in the possession of the

BB-2

Organization. All claims for HAHT at Jefferson are incorporated by reference and made a part of the record as though fully set forth herein.

Carrier generated documents reveal that both Engineer M.O. Coats and Engineer C.W. Kerr were treated in a disparate manner from Engineer L.D. Molloy who also applied for and received the in lieu of relocation allowance as provided by the Kansas City Hub Merger Implementing Agreement **(Provided for your ready reference as Attachment "4")**.

Carrier generated documents reveal that both Engineer M.O. Coats and Engineer C.W. Kerr were treated in a disparate manner from Engineer J.P. Sevart who also applied for and received the in lieu of relocation allowance as provided by the Kansas City Hub Merger Implementing Agreement **(Provided for your ready reference as Attachment "5")**.

Carrier generated documents reveal that both Engineer M.O. Coats and Engineer C.W. Kerr were treated in a disparate manner from Engineer A.L. Chachere who also applied for and received the in lieu of relocation allowance as provided by the Kansas City Hub Merger Implementing Agreement **(Provided for your ready reference as Attachment "6")**.

Carrier generated documents reveal that both Engineer M.O. Coats and Engineer C.W. Kerr were treated in a disparate manner from Engineer D.R. Snyder who also applied for and received the in lieu of relocation allowance as provided by the Kansas City Hub Merger Implementing Agreement **(Provided for your ready reference as Attachment "7")**.

Carrier generated records related to this dispute for Engineer M.O. Coats that have previously been made a part of the records are enclosed **(Provided for your ready reference as Attachment "8")**.

Carrier generated records related to this dispute for Engineer C.W. Kerr that have previously been made a part of the records are enclosed **(Provided for your ready reference as Attachment "9")**.

Correspondence pertaining to this dispute previously made a part of the record in enclosed **(Provided for your ready reference as Attachment "10")**.

All other Carrier generated documents surrounding this dispute, not provided herein, are incorporated by reference into this document as though fully set forth herein.

All other correspondence between the Parties and documents provided to the Carrier by the Claimants, not provided herein, is incorporated by reference into this letter as though fully set forth herein.

All documents previously conferenced by the Parties related to the relocation allowance claim of Engineer S.M. Jungers are enclosed **(Provided for your ready reference as Attachment "11")**.

BB-3

All other Carrier generated documents surrounding this dispute, not provided herein, are incorporated by reference into this document as though fully set forth herein.

All other correspondence between the Parties and documents provided to the Carrier by the Claimants, not provided herein, is incorporated by reference into this letter as though fully set forth herein.

All documents previously conferenced by the Parties related to the relocation allowance claim of Engineer D.E. Luadzers are enclosed **(Provided for your ready reference as Attachment "12")**. At conference, you advised that the only remaining issue that would determine whether or not Engineer Luaders was entitled to the relocation allowance was whether or not his relocation left him farther away from his new work assignment or nearer his new work assignment. Documents provided herein establishes that Engineer Luaders is entitled to the payment of the relocation allowance as set forth in the Kansas City Hub Merger Implementing Agreement.

All other Carrier generated documents surrounding this dispute, not provided herein, are incorporated by reference into this document as though fully set forth herein.

All other correspondence between the Parties and documents provided to the Carrier by the Claimants, not provided herein, is incorporated by reference into this letter as though fully set forth herein.

All documents previously conferenced by the Parties related to the relocation allowance claim of Engineer D.E. M.A. Katricka are enclosed **(Provided for your ready reference as Attachment "13")**.

All other Carrier generated documents surrounding this dispute, not provided herein, are incorporated by reference into this document as though fully set forth herein.

All other correspondence between the Parties and documents provided to the Carrier by the Claimants, not provided herein, is incorporated by reference into this letter as though fully set forth herein.

All documents previously conferenced by the Parties related to the relocation allowance claim of Engineer S.O. Boykin are enclosed **(Provided for your ready reference as Attachment "14")**. As agreed to in conference, Engineer S.O. Boykin was treated in a disparate manner than Engineer E.K. Ivey who also left his position as a company manager during the same time frame as did Engineer Boykin. You advised that the decision not to pay Engineer Boykin the relocation allowance (E.K. Ivey was paid the NYD relocation allowance) might have been precipitated by internal company politics and further, that you felt that Engineer Boykin was entitled to the relocation allowance due to the fact that same had been paid to Engineer E.K. Ivey. You advised that you would confer with your superiors and try to pay the relocation allowance claim as you felt that Engineer Boykin was entitled to payment of the relocation allowance.

BB-4

All other Carrier generated documents surrounding this dispute, not provided herein, are incorporated by reference into this document as though fully set forth herein.

All other correspondence between the Parties and documents provided to the Carrier by the Claimants, not provided herein, is incorporated by reference into this letter as though fully set forth herein.

At conference, you advised that all issues of adjustments of NYD protective payments should properly be referred to Ms. Marilyn Ahart of the Protection Bureau.

All claims for NYD relocation allowances are supported by the in lieu of arrangements negotiated in the St. Louis, Kansas City and North Little Rock/Pine Bluff Hub Merger Implementing Agreements.

If after a review of the documents provided herein, you are unable to pay the relocation allowance claims, stand advised that the Organization still requests NYD expedited arbitration to resolve the disputes.

As agreed to by the Parties previously, the Organization is agreeable to John B. LaRocco as the arbitrator.

The Carrier is advised that as of this date, your office has provided no documents to this office supporting the Carrier's position related to these in lieu of NYD relocation allowance claims. As such, based upon the position set forth in your December 28, 2001, letter, the Carrier is barred from using any document in arbitration not previously provided to the Organization.

Please advise.

Yours truly,

Charles Rightnowar

Charles R. Rightnowar
General Chairman
Union Pacific – Central Region

BB-5

ATTACHMENT "1"

BB-6

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

December 28, 2001
Files: 110.61-21-326
110.61-20-326
360-7

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

RE: Relocation Claims

Dear Sir:

This refers to my letter dated November 16, 2001, and our discussion in my office on Friday, December 7, 2001, concerning the handling of the relocation disputes. On both occasions you did not come prepared with the your files and documentation concerning these claims. In order to fully address the issues associated with the Claimants you have identified, I asked you to provide copies of the documents you are relying on in support of your claims so I may fully respond to your requests for payment.

This request is to ensure we have complete exchange of information so I can make informed decisions regarding any potential on property resolution of these claims prior to proceeding to party-pay New York Dock arbitration. Once I receive this information, I will promptly respond in writing.

To date, I have not received any of the requested information. I do not consider these cases ripe for arbitration until we conclude the on property handling by fully documenting our respective positions.

As I advised, once we conclude the on property handling, I have committed to scheduling arbitration of any outstanding claims as expeditiously as possible.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

BB-7

Exhibit
CC

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

March 5, 2002
Files: 110.61-10 (326)
110.61-10 (326)
110.61-10 (326)

VIA FACSIMILE & Overnight Mail

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

RE: Relocations
Dear Sir:

This acknowledges receipt of your letter dated January 12, 2002, in this office on January 22, 2002, concerning our meetings to discuss your appeal of various relocation allowance applications.

Once again, you mischaracterize the Carrier's handling and representations in conference. You presented your position without providing the supporting documentation when we met on October 10, 2001, and again on December 7, 2001. On November 16, 2001, I advised I would review the Carrier's files. The positions you took during our meeting were not documented in all cases and requested further exchange of documentation the week of December 4, 2001, when you were in Omaha. You did not bring any files resulting in my December 28, 2001, letter.

Although we discussed potential settlement of several cases, I never made any representations that I agreed with your positions or that settlement offers would be forthcoming. I listened to your verbal representations and responded by reiterating the record as it stands was void of any information to warrant any further payment but I would take into consideration any supplemental documentation of your positions. Your procedural gyrations and misrepresentations are offensive and contrary to fostering open discussions in efforts to resolve disputes on the property. You continue to torpedo the Carrier's good faith efforts to bring all issues to the table for open discussion and possible resolution on the property.

The following are my comments based on my review of the records I received from your office on January 22, 2002.

SM Jungers (Attachment "11"). You failed to provide any documentation or information to support your position Mr. Jungers alleged relocation from Jefferson City to St. Louis was a result of the merger and not a seniority move. His permanent address on file with the Carrier is Jefferson City and he is working in the RE05 pool out of Jefferson City. Enclosed is a copy of the certified receipt signed by Mr. Jungers at his Jefferson City home. The lease agreement you provided with your letter dated January 12, 2002, is for one year commencing 10/23/00 and the deadline for applying for the relocation expired October 31, 2000. Therefore, the claim is denied.

DE Luadzers (Attachment "12"). Based on the additional documentation provided to you by Local Chairman A.L. Tinney and forwarded with your January 12, 2002, letter, including evidence

CC-1

of current residency in Blue Springs, Missouri, I am agreeable to payment of the $20,000. 00 relocation allowance without prejudice. Please sign the attached settlement letter and return a copy to this office for processing.

MA Katricka (Attachment "13"). No additional documentation to support the claim was provided. Conductor Katricka is working in St. Louis and resides in the St. Louis area. Nothing was provided to warrant a reversal of the Carrier's position her assignment to Dexter was not a result of the merger. See Carrier's prior correspondence and letter dated November 16, 2001. Claim denied.

SO Boykin (Attachment "14"). I take serious exception to your characterization of our discussions and there is no basis in fact for any of your allegations. Based on the documents you provided, neither Mr. Boykin nor Mr. Ivey are entitled to the relocation benefits. I will investigate recollection of the payment to Mr. Ivey.

MO Coats (Attachment "2") and CW Kerr (Attachment "3"). I previously provided the current accounting of the recollection of the relocation allowances paid to Mr. Coats and Mr. Kerr for their alleged relocation to Kansas City from Jefferson City, Missouri. I am not agreeable to any proposed settlement in view of the fact both Mr. Coats and Mr. Kerr failed to comply with the conditions of the Merger Implementing Agreement by actually relocating and remaining in Kansas City. Both employees reside at Jefferson City and hold Jefferson City pool turns. There is no agreement provision providing for payment of HAHT at the employee's home terminal. Moreover, these engineers received HAHT and lodging at Kansas City based on their residency in Jefferson City and assignment to Jefferson City in the pool turns. Nevertheless, you progressed time claims for HAHT at Jefferson City. Any claims associated with these bogus claims for HAHT are the proper subject for handling with Mr. McBratney in the usual manner pursuant to the System Agreement – Claims Handling Process.

The issue properly before me is the recollection of relocation payments paid in error to Mr. Coats and Mr. Kerr. These employees fraudulently submitted claims for payment in violation of the Agreement and NYD conditions. They are subject to dismissal for dishonestly. As stated in previous correspondence, there is nothing to preclude this office from notifying the Service Unit to pursue this course of action. However, former Director Andrea Gansen elected to pursue recollection of relocation allowances due to Mr. Coats' and Mr. Kerr's refusal to sign recollection agreements. Moreover, you wrote to Assistant Director TM Stone on June 15, 2000, endorsing discipline as a proper method to handle such disputes. (copy attached). You claim disparate treatment citing the names of several employees who allegedly received relocation allowances under similar circumstances. You failed to provide any factual information regarding these allegations. You provided nothing in your January 12, 2002, Attachments 4-10, to support your position. I will advise the auditors to investigate the improper payment to the employees identified. The computer printouts you provided are meaningless. Finally, you provided no information warranting a change in the Carrier's position set forth in writing to your office prior to the time I replaced Ms. Gansen. Accordingly, all claims are denied.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

Attachments

Copy to: Rock
McBratney
Ahart

CC-2

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

December 28, 2001
Files: 110.61-21-326
110.61-20-326
360-7

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

RE: Relocation Claims

Dear Sir:

This refers to my letter dated November 16, 2001, and our discussion in my office on Friday, December 7, 2001, concerning the handling of the relocation disputes. On both occasions you did not come prepared with the your files and documentation concerning these claims. In order to fully address the issues associated with the Claimants you have identified, I asked you to provide copies of the documents you are relying on in support of your claims so I may fully respond to your requests for payment.

This request is to ensure we have complete exchange of information so I can make informed decisions regarding any potential on property resolution of these claims prior to proceeding to party-pay New York Dock arbitration. Once I receive this information, I will promptly respond in writing.

To date, I have not received any of the requested information. I do not consider these cases ripe for arbitration until we conclude the on property handling by fully documenting our respective positions.

As I advised, once we conclude the on property handling, I have committed to scheduling arbitration of any outstanding claims as expeditiously as possible.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

CC-3

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

November 16, 2001
Files: 110.61-21-326
110.61-20-326
360-7

VIA U.S. Mail

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

Dear Sir:

This refers to our meeting in St. Louis on October 16, 2001, regarding applications for in lieu of relocation under various Hub agreements. The following is a recap of our discussions:

- J.P. Sevart -- I provided documentation of payment for your information.
- D.E. Laudzers – You are to provide additional documentation as proof of his actual relocation to Kansas City during the hold down period for my further review.
- M.A. Katricia – This claim was originally filed by former General Chairman Thompson and subsequently appealed by UTU General Chairman Karstetter. Former Director Gansen requested additional documentation – none was forthcoming and the claim was denied
- S.O. Boykin – I am reviewing your position and will respond by December 15.
- S. M. Jungers – You are to provide documentation of home ownership/sale and proof of actual relocation to St. Louis during the two year hold down.
- T.E. Little – The Carrier will allow $10,000 without prejudice to it's position. Payment will be forthcoming.
- T.R. Brumme – Carrier records indicate he is living in Bloomington and has not relocated to Villa Grove.
- T.E. Bryan — The Parties have closed their files on this matter.
- M.O. Coats and C.W. Kerr – I advised I will review your position and respond in writing by December 15.

We discussed scheduling another meeting to review the open items listed. I suggest we jointly review any additional documentation when you are in Omaha for Section 6 meetings the week of December 4.

You also listed the names of several employees requesting adjustment of their TPAson your request for conference. I advised Director Protection, Marilyn Ahart, is the Carrier Officer responsible for grievances related to payment and computation of TPAs. Please contact her office to progress any such claims.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

CC-4

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. S. M. Jungers
2418 Colonial Hills Rd
Jefferson City, MO
65109

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery
JAN 2 4 2001

C. Signature
X S. M. Jungers ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)
7000 0600 0026 7174 6716

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952

C.C.S

Brotherhood of Locomotive Engineers
General Committee of Adjustment
Union Pacific Railroad Eastern Region
320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

SCANNED
REC'D JUN 19 2000
Labor Relations

C.A. Rightnowar GENERAL CHAIRMAN
D.W. Thurston VICE-CHAIRMAN
C.A. Brand SECRETARY-TREASURER

1227344
1227344

June 15, 2000

CERTIFIED MAIL 7099 3400 0003 2972 2478
RETURN RECEIPT REQUESTED

Mr. Terry Stone
Assistant Director–Labor Relations
Union Pacific Railroad Company
1416 Dodge Street, Room #332
Omaha, Nebraska 68179-0323

RE: Discipline Appeal
Engineer: James R. Coleman
Discipline Notice No. 00LK040

Dear Sir:

This to appeal the decision of Superintendent Jerry Everett to assess permanent discharge against Engineer James R. Coleman (SS#432-90-2419), pursuant to Discipline Notice 00LK040, dated April 21, 2000, requesting immediate reinstatement, claiming full back pay (including time attending investigation), fringe benefits, vacation and seniority rights unimpaired, and the clearing of this notation of discipline from Engineer Coleman's record.

The Carrier's assessment of discipline is procedurally flawed in the failure to date the completion of the transcript within the Transcribers Certification; precedential, on-property Awards have held that it is improper to assess discipline prior to the completion of the transcript; by the deletion of the completion date from this transcript, the Carrier is concealing evidence that the decision to discipline the Claimant was made prior to the completion of the transcript. Concealment of material, relevant facts, related to procedural objections, does not prevent application of these facts by presumption. It is the Carrier's burden to show when the transcript was completed (as this information is exclusively within its control), and a failure to provide this information, raises the presumption against the Carrier.

CC-6

Manager of Train Operations, David Lancaster, testified that Superintendent Jerry Everett was involved in both the pre-investigation and decision to charge Engineer Coleman (Tr. at pp. 12, 16); as such, Superintendent Everett prejudged the guilt of Engineer Coleman, and improperly assessed the discipline of Level 5-permanent discharge. It is a practice on this property, to insure fairness and impartiality, that a Superintendent who was not involved in the pre-investigation and decision to charge an employee, be assigned to make a careful review of the record, and assess discipline, if just cause exists. Mr. Everett's "behind the scene" actions, prejudging the guilt of Engineer Coleman, deprives Engineer Coleman of any fairness or impartiality.

Engineer Coleman, a twenty-seven year employee (Tr. at pp. 7, 10), with an "excellent" record (Tr. at p. 31), did not intentionally falsify any documents; he clearly testified that it was his "understanding" that one switching move requires payment of a minimum of one hour arbitrary payment (Tr. at p. 79). The auditor, an employee with less than two years experience, interjected evidence unrelated to terminal switching, supplying data as to terminal delay times, outside the scope of the Notice of Charges (Tr. at pp. 22, 37), admitted that he only had a "general understanding" of the Collective Bargaining Agreement provisions as to terminal switching (Tr. at 46, 56), did not know the geographical terminal switching limits (Tr. at p. 50), and used "approximated," and "estimated" times to construct his evidence (Tr. at pp. 54, 55).

The Carrier, if it disagreed, *could decline* the claim submitted by Engineer Coleman, wherein the undersigned could appeal for payment through the normal time claim procedures. This was done as to the brakeman, Matthew Hare (Tr. at p. 41; see also, last entry, investigation Transcript Exhibit "D"), and could have just as easily been done as to Engineer Coleman's time claim. Moreover, it is disparate treatment to decline one employee's claim, and permanently discharge another employee *on the same crew* for his claim.

Were this not enough, Engineer Coleman *was never paid* for the terminal switching claim for which the Carrier has now permanently discharged him.

It is shocking that the Carrier has discharged a twenty-seven year employee with an excellent record over a *disputed* claim of $31.11 (Tr. at p. 27), for which he was never paid, and which could have easily been declined. Instead of watching the crew, why didn't the auditors and/or MTO Lancaster *talk* to the crew, to clear up any misunderstandings, and to permit any disputed claims to be handled through the normal time claim procedures?

The disparate treatment accorded Engineer Coleman is further heightened by the fact that various Engineers have been accused (but not charged) with allegedly falsifying claims for lump sum allowances, where the Carrier instead of charging these employees, holding investigations, and disciplining these employees, *has offered* to allow these employees to repay the full amount of the lump sum allowances, either in one payment, or by payroll deduction either in a twelve month, eighteen month, or twenty-four month method (see Carrier file 110.61-21.326, involving Engineers T. E. Bryan, M. O. Coats, C.

W. Kerr, and B. W. Kopaskey). These Engineers are accused of allegedly taking relocation lump sum payments of $20,000 to $30,000, *far more than the $31.11 for which the Carrier has permanently discharged a twenty-seven year excellent employee, who, in fact, never received the $31.11.*

Please forward all records contained in Carrier file 110.61-21.326 involving the above named Engineers and any other employees contained in said file; further, I have been advised that the reverse held-away-from-home allowances paid these Engineers have been "forgiven" as to each, and I hereby request the total amounts "forgiven" as to each of these employees.

Please advise.

Sincerely,

Charles Rightnowar

Charles R. Rightnowar

CC-8

RECOVERY	7/15/0			Under:	COATS
R/682					
		RELO		PROT. PYMNT	
NAME	SSN	RCVD.	MO/YR	DEDUCTED	BAL. DUE
COATS, M.O.	490-56-9764	$30,000.00	Jun-00	$1,754.60	$28,245.40
			Jul-00	$509.11	$27,736.29
			Aug-00	$2,225.59	$25,510.70
			Sep-00	$1,581.80	$23,928.90
			Oct-00	$1,060.58	$22,868.32
			Nov-00	$905.67	$21,962.65
			Dec-00	$983.28	$20,979.37
			Jan-01	$901.67	$20,077.70
			Feb-01	$2,494.60	$17,583.10
			Mar-01	$782.74	$16,800.36
			Apr-01	$837.63	$15,962.73
			May-01	$34.35	$15,928.38
			Jun-01	$1,493.58	$14,434.80
			Jul-01	NONE	$14,434.80
			Aug-01	$752.67	$13,682.13
			Sep-01	$237.03	$13,445.10
			Oct-01	$1,011.97	$12,433.13
			Nov-01	$746.46	$11,686.67
			Dec-01	$1,038.55	$10,648.12
			Jan-02	$1,222.99	$9,425.13
				$20,574.87	

CC-9

RECOVERY	7/15/0			Under:	KERR CW
R/682					
		RELO		PROT. PYMNT	
NAME	SSN	RCVD.	MO/YR	DEDUCTED	BAL. DUE
C. W. KERR	499-44-8247	$20,000.00	Jul-01	NONE	$20,000.00
			Aug-01	$61.64	$19,938.36
			Sep-01	$-	$19,938.36
			Oct-01	$-	$19,938.36
			Nov-01	$-	$19,938.36
			Dec-01	$458.16	$19,480.20
			Jan-02	$-	$19,480.20
			Feb-02		
			Mar-02		
			Apr-02		
			May-02		
			Jun-02		
			Jul-02		

CC-10

Exhibit
DD

Brotherhood of Locomotive Engineers
General Committee of Adjustment
Union Pacific Railroad Central Region
320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

C.A. Rightnowar
GENERAL CHAIRMAN
R.E. Rhodes
1ST VICE-CHAIRMAN
T.H. Wells
2ND VICE-CHAIRMAN
C.A. Brand
SECRETARY-TREASURER

April 02, 2002

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7000 1670 0005 1643 3605

Mr. R.D. Rock
Director-Labor Relations
Union Pacific Railroad Company
1416 Dodge Street, Room # 332
Omaha, Nebraska 68179-032

Dear Sir:

This has reference to a letter addressed to the undersigned dated March 05, 2002 **(Provided for your ready reference as Attachment "1")** from your predecessor, Ms. Catherine Sosso, wherein she discussed various claims for relocation allowances and associated claims for reverse HAHT, where applicable. This office has been advised that Ms. Sosso's duties have now been assigned to your office. If this is not correct, please advise to the contrary.

In her March 05, 2002 letter, Ms. Sosso made statements that are factually incorrect. At our October 10, 2001 meeting, in St. Louis, Missouri, with Vice-Chairman TH Wells present, the Organization was in possession of documentation supporting all of the claims addressed for payment of relocation allowances and reverse HAHT, for both Engineers MO Coats and CW Kerr. During conference, all documents were discussed and reviewed by the Organization and Ms. Sosso. Ms. Sosso made no request for copies of the supporting documents. Subsequent to our October 10, 2001, conference, all supporting documents were provided to Ms. Sosso's office and are now in your possession.

It was agreed at our October 10, 2001, conference that the Parties would discuss the relocation claims again during the week of December 04, 2001, in an attempt to reach resolution. Since all supporting documents were provided to Ms. Sosso during our October 10, 2001, conference, no need existed to provide them again during our December 04, 2001, meeting. Again, our discussions during the week of December 04,

DD-1

2001, meeting was for possible resolution and not discussion of documents previously discussed at conference.

I will respond to each case addressed in Ms. Sosso's letter of March 05, 2002.

SM Jungers:

Engineer SM Jungers properly relocated pursuant to the "in lieu of" conditions set forth in the St. Louis Hub Merger Implementing Agreement. In her letter of March 05, 2002, Ms. Sosso readily admits that Engineer Jungers relocation was within the time limits set forth in the St. Louis Hub Agreement. As such, Mr. Jungers is entitled to the payment of the $20,000 allowance as a homeowner. The Carrier has not successfully challenged Engineer Jungers' relocation to St. Louis. Arguments related to joint leasing of an apartment are insufficient to deny the claim. Upon proof of sale of his Jefferson City, Missouri property, he would be entitled to the payment of the additional $10,000 as set forth in the St. Louis Hub Merger Implementing Agreement.

As you are well aware, under the St. Louis Hub Merger Implementing Agreement engineers have two (2) years to apply for a relocation allowance. Even after application, until final sale of the property, nothing precludes an individual from keeping a residence at the previous location.

Without waiver of the above, Engineer SM Jungers would be is entitled to the payment of the additional $10,000 in view of the fact that he sold his home in accordance with Side Letter No. 5 of the St. Louis Hub Merger Implementing Agreement, after the Agreement had been signed but before implementation.

All positions taken and documents presented in the on-property handling of this claim are incorporated by reference as though fully set forth herein.

DE Luadzers:

The Organization has executed the agreement to pay Engineer DE Luadzers $20,000 with entitlement to the additional $10,000 upon proof of sale of his home. Please provide evidence of actual payment as promised by Ms. Sosso.

MA Katricka:

As set forth previously, the Organization stand on the record of the on-property handling.

All positions taken and documents provided in the on-property handling are incorporated by reference as though fully set forth herein.

SO Boykin:

DD-2

As previously set forth, Engineer SO Boykin and Engineer ED Ivey are in an identical circumstance. In view of the fact that Engineer Ivey has been paid the relocation allowance, failure to pay the same relocation allowance to Engineer SO Boykin represents disparate treatment. During conference and in her letter of March 05, 2001, Ms. Sosso concedes that both engineers are in the identical circumstance. The Organization would strenuously object to a recollection of the relocation allowance paid to Engineer Ivey at this late date. As such, Engineer Boykin is entitled to the payment of the relocation allowance as has previously been paid to Engineer Ivey as their claims comport to the same factual circumstances.

All necessary supporting documentation has been provided to the Carrier in previous on-property handling on this claim and are incorporated by reference.

MO Coats and CW Kerr:

As to the Carrier's improper recollection of the relocation allowance paid to both Mr. Coats and Mr. Kerr, stand advised that Ms Gansen's original recollection letter set forth that Mr. Coats had improperly been paid a total of $20,700 in relocation benefits. Pursuant to Ms. Sosso's March 05, 2002, letter, the Carrier has, as of January of 2002, recollected $20,574.87. These deductions would leave a balance due of $125.13, and not $9,425.13 as contended by the Carrier, after January of 2002. Please provide this office with a current account balance for both Mr. Coats and Mr. Kerr.

It is the position of the Organization that both Mr. Coats and Mr. Kerr properly relocated to Kansas City in accordance with the "in lieu of" provisions of the Kansas City Hub Merger Implementing Agreement and, as such, would be entitled to the payment of reverse HAHT at Jefferson City as claimed **(See Side Letter No. 7 of the Kansas City Hub Merger Implementing Agreement).** Ms. Sosso's argument that these claims for reverse HAHT should have been progressed to Mr. McBratney is a not so thinly veiled effort to engage in a "shell game" attempting to manufacture a procedural defect, when none exists.

Ms. Sosso's predecessor, Ms. Gansen, by letter dated August 15, 2000 **(Carrier File No. 110.61-20-326)(Provided for your ready reference as Attachment "2")**, advised that the claims filed to her by the undersigned dated August 10, 2000, had been denied confirming that the claims had been properly filed with her office and verifying that her office would handle the entire dispute of relocation allowance and reverse HAHT payments due to both Mr. Coats and Mr. Kerr.

In addition, General Director – Timekeeping Operations AA Zabawa advised by letter dated October 11, 2000 **(Provided for your ready reference as Attachment "3")**, that Ms. Sosso would handle this dispute. Still further, Mr. McBratney advised my representative, Mr. CR Brand, that Ms. Sosso's office would handle all claims for reverse HAHT filed by Mr. Kerr and/or Mr. Coats **(Provided for your ready reference as Attachment "4").**

DD-3

Now, on March 05, 2002, and for the first time, Ms. Sosso takes the position that she is not the proper officer to handle the reverse HAHT claims associated with the relocation of Mr. Coats and Mr. Kerr to Kansas City from Jefferson City. In taking this new, frivolous position more than twenty (20) months after this dispute has been handled on the property, including many conferences, the Carrier is presenting an "eleventh-hour" bogus manufactured procedural argument completely devoid of merit that is symbolic of their "bad faith" dealings with the Organization related to these NYD claims.

All along the Carrier has contended that Engineer Coats and Kerr had not properly relocated to Kansas City based upon the fact that they had leased an apartment in Kansas City and still maintained an additional residence in the vicinity of Jefferson City. Other engineers who applied and received the relocation allowance, both before and after Engineer MO Coats and Engineer CW Kerr applied and received their relocation allowance, including, but not limited to, LD Molloy, DR Snyder, and JP Sevart, also lived in apartments in Kansas City. All of these individuals were paid the relocation allowance, and have continued to draw reverse HAHT at Jefferson City, suffering no recollection effort.

Further, the Carrier took the position that since Mr. Coats and Mr. Kerr still maintained a 573 area code for their telephone number, this proved they did not actually relocate to Kansas City. As you are well aware, without waiver of the fact that nothing precludes an individual from having a telephone number with a 573 area code, cellular telephones work nationwide. As such, these arguments are without substance.

The computer printouts provided in my January 12, 2002, letter to Ms. Sosso supports the position of the Organization that Mr. Coats and Mr. Kerr have been singled out and treated differently from other engineers in identical circumstances and, thus, have been subjected to disparate treatment.

In the Kansas City Hub Merger Implementing Agreement, the Parties negotiated an "in lieu of" relocation allowance for engineers desiring to relocate. These "in lieu of" relocation provision supersede the normal application of New York Dock conditions. So long as an engineer complied with the express conditions of the "in lieu of" conditions set forth in the Kansas City hub Merger Implementing Agreement, he/she is entitled to the specific payments set forth in the Agreement.

Any argument that Engineer Coats and Engineer Kerr did not properly relocate pursuant to the "in lieu of" conditions set forth in the Kansas City Hub Merger Implementing Agreement is completely unsupported by the evidentiary record as set forth in the on-property handling. Relocation to Kansas City entitles both Engineer Coats and Kerr to the payment of reverse HAHT at Jefferson City as contended in the original claim dated August 10, 2000.

After relocation, both Mr. Coats and Mr. Kerr changed their home addresses in the company computer to verify that they had relocated to Kansas City. For unknown reasons, the Carrier unilaterally returned both engineers to Jefferson City. After a period

DD-4

of time, due to the Carrier's recollection efforts, both engineers involuntarily returned to Jefferson City, without waiver of their positions that they had properly relocated to Kansas City in accordance with the Kansas City Hub Merger Implementing Agreement and entitled to the payment of the relocation allowance and related reverse HAHT at Jefferson City.

Based upon all of the above, including all correspondence generated by the Parties in the on-property handling, which is incorporated by reference into this letter as thought fully set forth herein, Engineer MO Coats and Engineer CW Kerr are entitled to the payment of the relocation allowance as set forth in the Kansas City Hub Merger Implementing Agreement, and all reverse HAHT at Jefferson City, as originally claimed by the Organization.

All positions taken and documents presented in the on-property handling are incorporated by reference into this letter as though fully set forth herein.

In view of the fact that Ms. Sosso has clearly declined the claims listed herein, the Organization requests that all claims for relocation allowances and reverse HAHT, where applicable, listed above be submitted to expedited New York Dock arbitration.

As has previously been advised, the Organization would be agreeable to John B. LaRocco as the New York Dock arbitrator.

Please advise.

Yours truly,

Charles Rightnowar
General Chairman
Union Pacific – Central Region

cc: DM Hahs, President, BLE
MO Coats. Engineer, BLE
CW Kerr, Engineer, BLE
Harold A Ross, General Counsel, BLE ID

DD-5

ATTACHMENT
"1"

DD-6

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

March 5, 2002
Files: 110.61-10 (326)
110.61-10 (326)
110.61-10 (326)

VIA FACSIMILE & Overnight Mail

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

RE: Relocations
Dear Sir:

This acknowledges receipt of your letter dated January 12, 2002, in this office on January 22, 2002, concerning our meetings to discuss your appeal of various relocation allowance applications.

Once again, you mischaracterize the Carrier's handling and representations in conference. You presented your position without providing the supporting documentation when we met on October 10, 2001, and again on December 7, 2001. On November 16, 2001, I advised I would review the Carrier's files. The positions you took during our meeting were not documented in all cases and requested further exchange of documentation the week of December 4, 2001, when you were in Omaha. You did not bring any files resulting in my December 28, 2001, letter.

Although we discussed potential settlement of several cases, I never made any representations that I agreed with your positions or that settlement offers would be forthcoming. I listened to your verbal representations and responded by reiterating the record as it stands was void of any information to warrant any further payment but I would take into consideration any supplemental documentation of your positions. Your procedural gyrations and misrepresentations are offensive and contrary to fostering open discussions in efforts to resolve disputes on the property. You continue to torpedo the Carrier's good faith efforts to bring all issues to the table for open discussion and possible resolution on the property.

The following are my comments based on my review of the records I received from your office on January 22, 2002.

SM Jungers (Attachment "11"). You failed to provide any documentation or information to support your position Mr. Jungers alleged relocation from Jefferson City to St. Louis was a result of the merger and not a seniority move. His permanent address on file with the Carrier is Jefferson City and he is working in the RE05 pool out of Jefferson City. Enclosed is a copy of the certified receipt signed by Mr. Jungers at his Jefferson City home. The lease agreement you provided with your letter dated January 12, 2002, is for one year commencing 10/23/00 and the deadline for applying for the relocation expired October 31, 2000. Therefore, the claim is denied.

DE Luadzers (Attachment "12"). Based on the additional documentation provided to you by Local Chairman A.L. Tinney and forwarded with your January 12, 2002, letter, including evidence

DD-7

of current residency in Blue Springs, Missouri, I am agreeable to payment of the $20,000. 00 relocation allowance without prejudice. Please sign the attached settlement letter and return a copy to this office for processing.

MA Katricka (Attachment "13"). No additional documentation to support the claim was provided. Conductor Katricka is working in St. Louis and resides in the St. Louis area. Nothing was provided to warrant a reversal of the Carrier's position her assignment to Dexter was not a result of the merger. See Carrier's prior correspondence and letter dated November 16, 2001. Claim denied.

SO Boykin (Attachment "14"). I take serious exception to your characterization of our discussions and there is no basis in fact for any of your allegations. Based on the documents you provided, neither Mr. Boykin nor Mr. Ivey are entitled to the relocation benefits. I will investigate recollection of the payment to Mr. Ivey.

MO Coats (Attachment "2") and CW Kerr (Attachment "3"). I previously provided the current accounting of the recollection of the relocation allowances paid to Mr. Coats and Mr. Kerr for their alleged relocation to Kansas City from Jefferson City, Missouri. I am not agreeable to any proposed settlement in view of the fact both Mr. Coats and Mr. Kerr failed to comply with the conditions of the Merger Implementing Agreement by actually relocating and remaining in Kansas City. Both employees reside at Jefferson City and hold Jefferson City pool turns. There is no agreement provision providing for payment of HAHT at the employee's home terminal. Moreover, these engineers received HAHT and lodging at Kansas City based on their residency in Jefferson City and assignment to Jefferson City in the pool turns. Nevertheless, you progressed time claims for HAHT at Jefferson City. Any claims associated with these bogus claims for HAHT are the proper subject for handling with Mr. McBratney in the usual manner pursuant to the System Agreement – Claims Handling Process.

The issue properly before me is the recollection of relocation payments paid in error to Mr. Coats and Mr. Kerr. These employees fraudulently submitted claims for payment in violation of the Agreement and NYD conditions. They are subject to dismissal for dishonestly. As stated in previous correspondence, there is nothing to preclude this office from notifying the Service Unit to pursue this course of action. However, former Director Andrea Gansen elected to pursue recollection of relocation allowances due to Mr. Coats' and Mr. Kerr's refusal to sign recollection agreements. Moreover, you wrote to Assistant Director TM Stone on June 15, 2000, endorsing discipline as a proper method to handle such disputes. (copy attached). You claim disparate treatment citing the names of several employees who allegedly received relocation allowances under similar circumstances. You failed to provide any factual information regarding these allegations. You provided nothing in your January 12, 2002, Attachments 4-10, to support your position. I will advise the auditors to investigate the improper payment to the employees identified. The computer printouts you provided are meaningless. Finally, you provided no information warranting a change in the Carrier's position set forth in writing to your office prior to the time I replaced Ms. Gansen. Accordingly, all claims are denied.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

Attachments

Copy to: Rock
McBratney
Ahart

DD-8

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

December 28, 2001
Files: 110.61-21-326
110.61-20-326
360-7

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

RE: Relocation Claims

Dear Sir:

This refers to my letter dated November 16, 2001, and our discussion in my office on Friday, December 7, 2001, concerning the handling of the relocation disputes. On both occasions you did not come prepared with the your files and documentation concerning these claims. In order to fully address the issues associated with the Claimants you have identified, I asked you to provide copies of the documents you are relying on in support of your claims so I may fully respond to your requests for payment.

This request is to ensure we have complete exchange of information so I can make informed decisions regarding any potential on property resolution of these claims prior to proceeding to party-pay New York Dock arbitration. Once I receive this information, I will promptly respond in writing.

To date, I have not received any of the requested information. I do not consider these cases ripe for arbitration until we conclude the on property handling by fully documenting our respective positions.

As I advised, once we conclude the on property handling, I have committed to scheduling arbitration of any outstanding claims as expeditiously as possible.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

DD-7

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

November 16, 2001
Files: 110.61-21-326
110.61-20-326
360-7

VIA U.S. Mail

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

Dear Sir:

This refers to our meeting in St. Louis on October 16, 2001, regarding applications for in lieu of relocation under various Hub agreements. The following is a recap of our discussions:

- J.P. Sevàrt – I provided documentation of payment for your information.
- D.E. Laudzers – You are to provide additional documentation as proof of his actual relocation to Kansas City during the hold down period for my further review.
- M.A. Katricia – This claim was originally filed by former General Chairman Thompson and subsequently appealed by UTU General Chairman Karstetter. Former Director Gansen requested additional documentation – none was forthcoming and the claim was denied
- S.O. Boykin – I am reviewing your position and will respond by December 15.
- S. M. Jungers – You are to provide documentation of home ownership/sale and proof of actual relocation to St. Louis during the two year hold down.
- T.E. Little – The Carrier will allow $10,000 without prejudice to it's position. Payment will be forthcoming.
- T.R. Brumme – Carrier records indicate he is living in Bloomington and has not relocated to Villa Grove.
- T.E. Bryan — The Parties have closed their files on this matter.
- M.O. Coats and C.W. Kerr – I advised I will review your position and respond in writing by December 15.

We discussed scheduling another meeting to review the open items listed. I suggest we jointly review any additional documentation when you are in Omaha for Section 6 meetings the week of December 4.

You also listed the names of several employees requesting adjustment of their TPAson your request for conference. I advised Director Protection, Marilyn Ahart, is the Carrier Officer responsible for grievances related to payment and computation of TPAs. Please contact her office to progress any such claims.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

DD-10

RECOVERY	7/15/0			Under:	COATS
R/682					
		RELO		PROT. PYMNT	
NAME	SSN	RCVD.	MO/YR	DEDUCTED	BAL. DUE
COATS, M.O.	490-56-9764	$30,000.00	Jun-00	$1,754.60	$28,245.40
			Jul-00	$509.11	$27,736.29
			Aug-00	$2,225.59	$25,510.70
			Sep-00	$1,581.80	$23,928.90
			Oct-00	$1,060.58	$22,868.32
			Nov-00	$905.67	$21,962.65
			Dec-00	$983.28	$20,979.37
			Jan-01	$901.67	$20,077.70
			Feb-01	$2,494.60	$17,583.10
			Mar-01	$782.74	$16,800.36
			Apr-01	$837.63	$15,962.73
			May-01	$34.35	$15,928.38
			Jun-01	$1,493.58	$14,434.80
			Jul-01	NONE	$14,434.80
			Aug-01	$752.67	$13,682.13
			Sep-01	$237.03	$13,445.10
			Oct-01	$1,011.97	$12,433.13
			Nov-01	$746.46	$11,686.67
			Dec-01	$1,038.55	$10,648.12
			Jan-02	$1,222.99	$9,425.13
				$20,574.87	

DD-11

RECOVERY	7/15/0			Under:	KERR CW
R/682					
		RELO		PROT. PYMNT	
NAME	SSN	RCVD.	MO/YR	DEDUCTED	BAL. DUE
C. W. KERR	499-44-8247	$20,000.00	Jul-01	NONE	$20,000.00
			Aug-01	$61.64	$19,938.36
			Sep-01	$-	$19,938.36
			Oct-01	$-	$19,938.36
			Nov-01	$-	$19,938.36
			Dec-01	$458.16	$19,480.20
			Jan-02	$-	$19,480.20
			Feb-02		
			Mar-02		
			Apr-02		
			May-02		
			Jun-02		
			Jul-02		

DD-12

Brotherhood of Locomotive Engineers
General Committee of Adjustment
Union Pacific Railroad Eastern Region
320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

SCANNED
RECD JUN 19 2000
Labor Relations
C.A. Righthouse GENERAL CHAIRMAN
D.J.U. Thurston VICE-CHAIRMAN
C.A. Brand SECRETARY-TREASURER

1227344
1227344

June 15, 2000

CERTIFIED MAIL 7099 3400 0003 2972 2478
RETURN RECEIPT REQUESTED

Mr. Terry Stone
Assistant Director–Labor Relations
Union Pacific Railroad Company
1416 Dodge Street, Room #332
Omaha, Nebraska 68179-0323

RE: Discipline Appeal
Engineer: James R. Coleman
Discipline Notice No. 00LK040

Dear Sir:

This to appeal the decision of Superintendent Jerry Everett to assess permanent discharge against Engineer James R. Coleman (SS#432-90-2419), pursuant to Discipline Notice 00LK040, dated April 21, 2000, requesting immediate reinstatement, claiming full back pay (including time attending investigation), fringe benefits, vacation and seniority rights unimpaired, and the clearing of this notation of discipline from Engineer Coleman's record.

The Carrier's assessment of discipline is procedurally flawed in the failure to date the completion of the transcript within the Transcribers Certification; precedential, on-property Awards have held that it is improper to assess discipline prior to the completion of the transcript; by the deletion of the completion date from this transcript, the Carrier is concealing evidence that the decision to discipline the Claimant was made prior to the completion of the transcript. Concealment of material, relevant facts, related to procedural objections, does not prevent application of these facts by presumption. It is the Carrier's burden to show when the transcript was completed (as this information is exclusively within its control), and a failure to provide this information, raises the presumption against the Carrier.

DD-13

Manager of Train Operations, David Lancaster, testified that Superintendent Jerry Everett was involved in both the pre-investigation and decision to charge Engineer Coleman (Tr. at pp. 12, 16); as such, Superintendent Everett prejudged the guilt of Engineer Coleman, and improperly assessed the discipline of Level 5-permanent discharge. It is a practice on this property, to insure fairness and impartiality, that a Superintendent who was not involved in the pre-investigation and decision to charge an employee, be assigned to make a careful review of the record, and assess discipline, if just cause exists. Mr. Everett's "behind the scene" actions, prejudging the guilt of Engineer Coleman, deprives Engineer Coleman of any fairness or impartiality.

Engineer Coleman, a twenty-seven year employee (Tr. at pp. 7, 10), with an "excellent" record (Tr. at p. 31), did not intentionally falsify any documents; he clearly testified that it was his "understanding" that one switching move requires payment of a minimum of one hour arbitrary payment (Tr. at p. 79). The auditor, an employee with less than two years experience, interjected evidence unrelated to terminal switching, supplying data as to terminal delay times, outside the scope of the Notice of Charges (Tr. at pp. 22, 37), admitted that he only had a "general understanding" of the Collective Bargaining Agreement provisions as to terminal switching (Tr. at 46, 56), did not know the geographical terminal switching limits (Tr. at p. 50), and used "approximated," and "estimated" times to construct his evidence (Tr. at pp. 54, 55).

The Carrier, if it disagreed, *could decline* the claim submitted by Engineer Coleman, wherein the undersigned could appeal for payment through the normal time claim procedures. This was done as to the brakeman, Matthew Hare (Tr. at p. 41; see also, last entry, investigation Transcript Exhibit "D"), and could have just as easily been done as to Engineer Coleman's time claim. Moreover, it is disparate treatment to decline one employee's claim, and permanently discharge another employee *on the same crew* for his claim.

Were this not enough, Engineer Coleman *was never paid* for the terminal switching claim for which the Carrier has now permanently discharged him.

It is shocking that the Carrier has discharged a twenty-seven year employee with an excellent record over a *disputed* claim of $31.11 (Tr. at p. 27), for which he was never paid, and which could have easily been declined. Instead of watching the crew, why didn't the auditors and/or MTO Lancaster *talk* to the crew, to clear up any misunderstandings, and to permit any disputed claims to be handled through the normal time claim procedures?

The disparate treatment accorded Engineer Coleman is further heightened by the fact that various Engineers have been accused (but not charged) with allegedly falsifying claims for lump sum allowances, where the Carrier instead of charging these employees, holding investigations, and disciplining these employees, *has offered* to allow these employees to repay the full amount of the lump sum allowances, either in one payment, or by payroll deduction either in a twelve month, eighteen month, or twenty-four month method (see Carrier file 110.61-21.326, involving Engineers T. E. Bryan, M. O. Coats, C.

SD-14

W. Kerr, and B. W. Kopaskey). These Engineers are accused of allegedly taking relocation lump sum payments of $20,000 to $30,000, *far more than the $31.11 for which the Carrier has permanently discharged a twenty-seven year excellent employee, who, in fact, never received the $31.11.*

Please forward all records contained in Carrier file 110.61-21.326 involving the above named Engineers and any other employees contained in said file; further, I have been advised that the reverse held-away-from-home allowances paid these Engineers have been "forgiven" as to each, and I hereby request the total amounts "forgiven" as to each of these employees.

Please advise.

Sincerely,

Charles Rightmowar

Charles R. Rightmowar

DD-15

DD-16

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. S. M. Jungers
2418 Colonial Hills Rd
Jefferson City, MO
65109

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery
JAN 2 4 2001

C. Signature
X J. M. Jungers ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)
7000 0600 0026 7174 6716

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

March 5, 2002
Files: 110.61-20 (326)

VIA FACSIMILE & U.S. Mail

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

RE: Relocation Allowance DE Luadzers

Dear Sir:

This refers to discussions concerning the relocation application of former Ft. Madison Engineer D.E. Luadzers. I take exception to the representations made in your letter dated January 12, 2002, received in this office on January 22, 2002, concerning previous handling in conference.

However, now that you have provided this office with the documentation to support your position and I have had an opportunity to review these documents, in particular the correspondence to your office from Local Chairman A.L. Tinney, I am agreeable to allowing payment without prejudice.

Please acknowledge your agreement by signing below and returning an original to this office no later than April 1, 2002, and I will authorize payment of the $20,000.00 relocation allowance and advise your office when payment has been processed. The deadline for eligibility for the $10,000.00 Option 3 sale of home remains be based on the five years from the date of the original application.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

AGREED:

_____
Charles Rightnowar
BLE General Chairman

DD-17

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

March 5, 2002
Files: 110.61-20 (326)

VIA FACSIMILE & U.S. Mail

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

RE: Relocation Allowance DE Luadzers

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Please acknowledge your agreement by signing below and returning an original to this office no later than April 1, 2002, and I will authorize payment of the $20,000.00 relocation allowance and advise your office when payment has been processed. The deadline for eligibility for the $10,000.00 Option 3 sale of home remains be based on the five years from the date of the original application.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

AGREED:

Charles Rightnowar
BLE General Chairman

DD-18

UNION PACIFIC RAILROAD COMPANY

FACSIMILE TRANSMISSION

March 5, 2002

DELIVER TO:	CRR	***FROM:***	Catherine Sosso
CO.: / DEPT.:	BLE 0104		Labor Relations
FAX:	~~***314/895-5858***~~	***PHONE:***	402/271-6607

PAGES TRANSMITTED: 11 plus cover sheet

COMMENTS: Original in mail

Transmitting From Fax No. 402/271-4474

IF YOU DO NOT RECEIVE ALL PAGES
CALL AS SOON AS POSSIBLE
402/271-6607

This facsimile message may be a privileged and confidential communication and is intended for the use of the person to whom it was sent. If you have received this message in error, please notify us immediately. This message should not be disseminated or copied if you are not the intended recipient, but should be destroyed. THANK YOU.

DD-19

ATTACHMENT
"2"

DD-20

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

August 15, 2000

110.61-20-326

Mr. C. R. Rightnowar
General Chairman BLE
320 Brookes Dr. Suite 115
Hazelwood, MO 63042

Dear Sir:

This letter refers to your letter dated August 10, 2000, regarding the Carrier's action to recollect the relocation allowance paid to Mr. M. O. Coats, as he failed to relocate pursuant to the agreement.

I have enclosed a copy of Mr. Coats letter for your review. While you state that only the General Chairman has authority to interpret the Collective Bargaining Agreement, you should recognize that this is an issue governed by the New York Dock Conditions. As such, an employee is certainly able to pursue his personal claims under New York Dock.

Furthermore, I cannot accept your conclusion that, since Mr. Coats has accepted the relocation allowance, his primary residence is now Kansas City. All other factors (mailing address, phone numbers, etc.) indicate that his primary residence is in New Bloomfield, not Kansas City. I agree that there is no prohibition against an employee having a place to stay at his away from home terminal, however, Mr. Coats instead has merely "a place to stay" at Kansas City, with his primary residence in New Bloomfield. Such a situation does not fall within the parameters of relocating under the hub agreement.

Your claim on behalf of M. O. Coats for "any monies improperly recouped from his relocation allowance, and for any monies improperly withheld from reverse held away from home terminal arbitrary payments due" is denied. Mr. Coats receives held away from home terminal at his *de facto* away from home terminal at Kansas City. The Carrier will not pay held away at Mr. Coats' *de facto* home terminal of Jefferson City. Furthermore, as I copy you on any correspondence dealing with relocation recollection on your territory, you are aware of any other engineers in the same circumstance as Mr. Coats.

Finally, your "verbal notice" that the Carrier has waived its right to discipline has no binding effect on the Carrier. At such time as the Carrier forwards notice to the "appropriate company officer" that the action to recollect

DD-21

the relocation money needs to be taken at the service unit level, then disciplinary action may be deemed warranted and timely. First Division Award 24851 does not have application in the case of Mr. Coats, as the facts of the two situations are not remotely similar.

In closing, when you review Mr. Coats letter, you will notice that Mr. Coats has requested to handle this matter on his own behalf. Please advise.

Sincerely,

Andrea Gansen
Director Labor Relations

Copy to: W. S. Hinckley

DD-22

ATTACHMENT
"3"

DD-23

TONY ZABAWA
General Director-
Timekeeping Operations

UNION PACIFIC RAILROAD COMPANY

1815 Capitol Avenue
Omaha, Nebraska 68102
Phone (402) 997-2000
Fax (402) 997-2365

October 11, 2000

Mr. Charles R. Rightnowar
General Chairman, BLE
320 Brookes Dr., Suite 115
Hazelwood, MO 63042

Dear Mr. Rightnowar:

This refers to your letter dated August 18, 2000, concerning held away from home terminal time and relocation allowances claimed for Zone 3 Kansas City Hub Engineers listed in your letter.

Currently Engineers L.D. Molloy, D. R. Snyder and A. L. Chachere are assigned to Kansas City turns and are receiving held away from home terminal time at Jefferson City. Engineers M. O. Coats and C. W. Kerr are assigned to Jefferson City turns and are receiving held away from home terminal time at Kansas City per instructions from Labor Relations dated June 02, 2000. They are currently not entitled to held away time at other locations and any claims for normal or reverse held away addressed in your letter for these individuals is declined.

All claims for relocation allowances are handled directly through the office of Labor Relations and those claims addressed in your letter are declined. Any future questions concerning this subject should be addressed directly to Catherine Sosso, Director Labor Relations.

Based on the above, any claim mentioned in your letter dated August 18, 2000, must be respectfully declined.

Sincerely,

Tony Zabawa

Tony Zabawa
General Director Timekeeping

Cc: Catherine Sosso – Director Labor Relations
Michael Stom – Director Timekeeping

DD-24

ATTACHMENT
"4"

DD-25

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
GENERAL COMMITTEE OF ADJUSTMENT
UNION PACIFIC RAILROAD - CENTRAL REGION
CHARLES R. BRAND, SECRETARY - TREASURER
P. O. BOX 486, OSAWATOMIE, KANSAS 66064 913-256-6452 FAX 913-755-6929

July 17, 2001

TO: Ken McBratney
AD UPRR Labor Relations

RE: Claims Conference July 10 thru July 17, 2001 via phone

It is the position of the Organization that al penalty payments are to be paid in addition to other earnings and not to be offset by guarantee or protection paymnets.

The Organization requested that the various issues listed below be held-in-abeyance until cases listed with First Division are heard. The outcome of these cases will rise or fall with the decision of the First Division. Both parties have submitted written positions on these various issues. Without waiver of cases already pending at First Division an additional pilot claim could be selected with time limits for all other claims of the same issues be held-in-abeyance.

HIB cases requested:	Correct N. Pool Mileage NLR	1239407 etal
	4 Mile claims Biddle to White Bluff	1242299 etal
	2' Transport Time NLR	1238694 etal
	DH/Sep. Apart NLR	1238689 etal
	Short Crew Allowance	1242312 etal
	Switching Dow Chemical	1242412 etal
	Gads Hill	1242425 etal
	Perform Service White Bluff	1242309 etal

Position papers to follow on: Chester Local miles - 1242830
Initial Terminal Switching - 1242831
Yard Service - 1243098 etal

CW Kerr Reverse HHAT 1235462 etal is issue to be handled by Catherine Sasso's office.

Sincerely,

Charles R. Brand

Charles R. Brand

DD-26

Master Hash -

July 9, 2001 Phone conference w/ Ken Beasley — C R Brand

DD-27

June 29, 2001 Time Claim Conference Docket

L/R FILE NO.	CLAIMANT	CASE TYPE	LOCAL CHAIRMAN	STATUS
1232752	C. O. Groose	Mishandled By CMS	H. D. Downing	Pd. 129.39 to settle
1235373	D. W. Grimes	Mileage Regulation Vio.	G. B. Rice	HIB pending mediation
1235374	D. W. Grimes	Mileage Regulation Vio.	G. B. Rice	HIB
1235462	C. W. Kerr	HAHT	H. D. Downing	Issue listed w/ Sasso for mediation and arbitration.
1235463	C. W. Kerr	HAHT	H. D. Downing	
1235464	C. W. Kerr	HAHT	H. D. Downing	
1235465	C. W. Kerr	HAHT	H. D. Downing	
1235480	K. B. Lee	Perform 3rd DH	M. E. Porter	W/D Ft. Madison not included in 3rd DH
1236878	R. G. Emerson	In Lieu Of Lodging	G. B. Rice	Pd $2.00
1236879	R. G. Emerson	In Lieu Of Lodging	G. B. Rice	Pd $2.00
1236880	R. G. Emerson	In Lieu Of Lodging	G. B. Rice	Pd $2.00
1236881	R. G. Emerson	In Lieu Of Lodging	G. B. Rice	Pd $2.00
1236882	R. G. Emerson	DH	G. B. Rice	W/D Was not 1st or last Van split Was paid 1' @ OT rate to DH 30 miles.
1236883	M. S. Frey	Mishandled	G. B. Rice	Pd 77.56 to settle
1236884	M. S. Frey	Mishandled	G. B. Rice	Pd ~~$~~ to settle $79.07
1236885	M. S. Frey	Inaccurate AVR	G. B. Rice	~~$~~ W/D during moratorium
1236886	M. S. Frey	Inaccurate AVR	G. B. Rice	W/D during moratorium
1236887	D. E. Engle	FTD	G. B. Rice	Decl. FTD doesn't begin @ 0009 last @ Valley Jct 0001
1236888	D. E. Engle	Overtime	G. B. Rice	Pd. $40.09 to settle
1236890	D. E. Engle	Eating	G. B. Rice	

Exhibit
EE

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

April 9, 2002

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

Dear Sir:

This is in reference to your letter of April 2, 2002, concerning relocation allowance and associated claims for reverse HAHT.

I am currently reviewing the files associated with the various relocation disputes. This is somewhat of a time-consuming process due to the volume of paper involved. After my review of the necessary documents pertaining to those issues involving New York Dock, an agreement will be prepared and forwarded to your office.

This letter will also serve to advise you that the Carrier is not agreeable to John B. LaRocco as the New York Dock arbitrator.

If you have any questions, please feel free to contact me.

Yours truly,

R D ROCK
DIRECTOR – LABOR RELATIONS

EE-1

G:\LABOR\OPS\WPCDOCS\c040902a.rdr doc (1)

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

April 12, 2002

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

Dear Sir:

This is in reference to my letter of April 9, 2002, concerning relocation allowances for M. A. Katricka, S. O. Boykin, M. O. Coats, and C. W. Kerr.

The files associated with the various relocation requests have been reviewed. All four (4) disputes mentioned above involve *"in-lieu-of"* allowances for alleged relocations. The respective agreements have been reviewed and it is obvious that these requests are not New York Dock related.

The language in each of the respective agreements reads as follows:

> *"Engineers required to relocate under this Agreement will be governed by the relocation provisions of New York Dock in-lieu-of New York Dock provisions, an employee required to relocate may elect one of the following options:..."*

Based on the clear language of the Agreement, the Claimants forfeited the provisions of New York Dock when they requested the *"in-lieu-of"* allowance.

The Claimants did not request relocation under the provision of New York Dock. Instead, the Claimants requested an *"in-lieu-of"* allowance. Since the Claimants rejected New York Dock, it cannot now be argued that New York Dock arbitration applies.

The claims for Messrs. Katricka, Boykin, Coats, and Kerr are merely Section 3 claims under the provisions of the Railway Labor Act. Therefore, the Carrier is not agreeable to New York Dock arbitration. If the Organization wishes to pursue these claims, it should submit them to the First Division of the National Railroad Adjustment Board for final adjudication.

Furthermore, the claims are procedurally defective since they have not been handled in accordance with the System Agreement – Claim Handling Process.

Yours truly,

R.D. Rock

R D ROCK
DIRECTOR – LABOR RELATIONS

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EE-2

Exhibit
FF

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

July 8, 2002

(SUBMISSION VIA FACSIMILE
TO NATIONAL MEDIATION BOARD
(202) 692-5086)

MR ROLAND WATKINS
DIR OF ARB SVCS
NATIONAL MEDIATION BOARD
1031 "K" ST NW STE 250 EAST
WASHINGTON DC 20572

Dear Sir:

This is in reference to your letter of June 24, 2002, concerning the request for the National Mediation Board to provide a list of arbitrators for alleged New York Dock protective conditions.

Without waiving the Carrier's position that these issues are not New York Dock related and the fact the National Mediation Board exceeded its authority, including Section 11, Appendix III, the parties have agreed to the selection of Mr. John B. LaRocco.

Yours truly,

R D ROCK
DIRECTOR – LABOR RELATIONS

CC: C. R. Rightnowar

G:\LABOR\OPS\WPCDOCS\o070802a.rdr.doc (1)

FF-1

Exhibit
GG

Dates and respective amounts of HAHT (in hours and minutes) due Engineer M. O. Coats.

06/04/00	18'30"	
06/16/00	29'25"	
06/28/00	53'45"	
06/30/00	14'00"	
Total for the Month		145'40"
Cumulative Total		145'40"
07/02/00	07'40"	
07/15/00	06'20"	
07/18/00	23'40"	
07/20/00	06'10"	
07/22/00	01'05"	
07/25/00	14'45"	
Total for the Month		057"40"
Cumulative Total		203'20"
08/31/00	03'15"	
Total for the Month		003'15"
Cumulative Total		206'35"
09/03/00	16'30"	
09/14/00	08'50"	
09/29/00	13'15"	
Total for the Month		038'35"
Cumulative Total		245'10"
10/02/00	32'36"	
10/04/00	15'45"	
10/11/00	06'15"	
10/14/00	02'35"	
10/16/00	19'55"	
10/19/00	13'50"	
10/22/00	15'00"	
10/24/00	13'47"	
10/26/00	09'15"	
10/29/00	11'55"	
Total for the Month		140'53"
Cumulative Total		386'03"
11/06/00	16'50"	
11/08/00	02'15"	
11/10/00	01'35"	
11/13/00	19'25"	
11/16/00	20'00"	
11/26/00	15'45"	
11/28/00	19'20"	
Total for the Month		095'10"

GG-1

Exhibit
HH

Award No. 6334
Docket No. 5559

NATIONAL RAILROAD ADJUSTMENT BOARD
FIRST DIVISION

The First Division consisted of the regular members and in addition Referee Howard A. Johnson when award was rendered.

PARTIES TO DISPUTE:

ORDER OF RAILWAY CONDUCTORS

BROTHERHOOD OF RAILROAD TRAINMEN

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

(Lines West of Mobridge)

STATEMENT OF CLAIM: Order of Railway Conductors and Brotherhood of Railroad Trainmen claim one conductor, baggageman, and brakeman should be reimbursed for monetary loss resulting from passenger train discontinued on the Metaline Falls Line effective November 29, 1930, until restored February 16, 1937.

JOINT STATEMENT OF FACTS: National Railroad Adjustment Board, First Division, Award No. 1659 sustains

> "Protest of conductors and trainmen account cancelling the passenger assignment between Spokane and Metaline Falls, effective November 29, 1930."

without prejudice to rules involved.

The Organizations and the carrier request the privilege of oral and other proper presentation at time hearing is held.

POSITION OF EMPLOYES: Following cancellation of this assignment Conductor L. F. Graham presented claim for time lost and the claim was properly handled, being presented to the General Manager by the General Chairman of the O. R. C. in the following language; dated March 23, 1931:

> This will present claim of Conductor L. F. Graham, Idaho Division, for the mileage of his assignment on November 30, December 2, 4, and 6th, 1930, and all subsequent dates, claim based on Rule 1-b, and 2-b, Article 1.

There was never any question in the minds of the Chairman but what the Carrier would allow the time as claimed if the protest was sustained and, inasmuch as, by an agreement between the Carrier and the Committees when one member of a crew makes claim which is allowed all members are given the same consideration.

The Organizations held that the Carrier should reimburse all men for monetary losses suffered because of the cancellation of this assignment.

HH-1

POSITION OF CARRIER: Compliance with Award No. 1659 on the part of the carrier was effected February 15, 1937, by restoring passenger assignment in effect prior to November 29, 1930.

General Chairman Robison of the Order of Railway Conductors under date of January 25, 1937, and General Chairman Borden of the Brotherhood of Railroad Trainmen under date of January 29, 1937, referred to Award No. 1659 of the National Railroad Adjustment Board, and in Chairman Robison's letter he requested that the claim of Conductor L. F. Graham, as set forth in the Position of the Committee, be adjusted. In Chairman Borden's letter, he requested proper adjustment. Reply was made that the Award sustained the protest but that there was nothing in either the Statement of Facts or the Award that would involve money payments.

The conductors and trainmen referred to by the Committee are not entitled to the money payments claimed for the reasons:

(1) The question presented by this submission was raised in the submission heretofore filed by the Committee in Docket 1901 as shown by their statement, that part reading:

"in view of which the protest and time claimed is justified"

Award No. 1659, Docket No. 1901, does not contain a money award, and it is clear, therefore, that the question of payment was decided adversely to the employes.

The filing of the present submission is an attempt to reopen the case settled by the entry of the prior award. Section 3 (m) of the Railway Labor Act provides that—

"awards shall be final and binding upon both parties to the dispute, except insofar as they shall contain a money award."

This language of the Act is meaningless if parties are allowed to divide each case into as many parts as suits their convenience and accept awards only so far as they are favorable.

There is neither reason nor justice in a rule which permits a party to divide a question into as many parts as suits his convenience without regard to the convenience, hardship, or expense of his opponent.

(2) The carrier made Award No. 1659 effective by restoring the same number of conductors and trainmen as were employed on the Spokane-Metaline Falls passenger assignment prior to November 29, 1930. In the absence of a money award, the question decided was of importance to the two organizations of the employes, but sustained the carrier insofar as retroactive money payments were involved.

(3) The carrier holds that failure on the part of the organizations to obtain recognition of that part of their claim submitted by the Committee involving money payment in Award 1659 precludes opportunity of securing a reopening of Award 1659 (Docket 1901).

FINDINGS: The First Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute waived hearing thereon.

HH-2

This claim, Docket No. 5559, results from the same controversy and involves the same persons as the protest made in Docket No. 1901, Award No. 1659.

With reference to Award No. 1659 this Division has stated:

> "In reaching its award the Division, under the protest cited was not called upon to consider whether or not the protesting conductors and trainmen had been damaged in a monetary sense, and only passed upon the protest cited."

The question is whether the same controversy may be brought to this Division piecemeal, a practice which would seem not to be contemplated by the provision of Section 3 (m) of the Railway Labor Act, and which is neither fair to the parties nor proper practice if the Division is to function efficiently.

Heretofore this Division has not adopted a definite rule as to the divisibility or indivisibility of a controversy by the initial submission of a protest and by a later claim for monetary compensation for the persons directly involved in the protest. For instance, in Award No. 1956, Docket No. 1209, this Division, without a referee, denied a money claim because "The controversy that formed a basis of this claim was disposed of by this Division's Award No. 52"; while in Award No. 5837, with a referee, expressly invited subsequent money claims by sustaining the protest "without prejudice to subsequent handling of claims for compensation subject to proper deductions of earnings received from the carrier."

This Division hereby definitely adopts the rule that controversies are not divisible and may not be brought to it separately as protest and as claim for compensation.

However, in view of the prior lack of a definite rule to that effect and since the record of Docket 1901 shows some reference in the statement of Position of Committee to "time claimed," though no such claim was included with the protest, the Division considers that the application of the rule to the present claim would be unduly harsh and prefers merely to announce it for application to claims hereafter finally submitted for decision.

The evidence of record warrants an affirmative award.

AWARD

Claim sustained for compensation, subject to proper deductions of earnings received from the carrier.

BY ORDER OF FIRST DIVISION
NATIONAL RAILROAD ADJUSTMENT BOARD

ATTEST: (Sgd.) T. S. McFarland
Secretary

Dated at Chicago, Illinois, this 13th day of January, 1942.

HH-3

Exhibit
II

Docket No. _____
Case No. 00-1-2209

Before The

NATIONAL RAILROAD ADJUSTMENT BOARD

FIRST DIVISION

******

IN THE MATTER OF

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

VS.

UNION PACIFIC RAILROAD COMPANY

*****

CARRIER'S SUBMISSION
RESPONDING TO NOTICE OF
EX PARTE SUBMISSION

*****

STATEMENT OF CLAIM:

The claim, as described by the Petitioner, reads as follows:

> "Claim of former SSW engineer D. E. Thompson for the "in lieu of" relocation allowance as provided for in Article VII of the St. Louis Hub Agreement."

The foregoing statement of claim is quoted from a letter dated August 30, 2000 from Mr. D. E. Thompson, a former SSW engineer, to Arbitration Assistant Linda Woods of the National Railroad Adjustment board, advising of intention to file an ex parte submission in the above-quoted claim.[1] It is used in this submission solely for identification purposes and its quotation does not constitute an adoption thereof by the Union Pacific Railroad Company.

[1] The Organization's letter docketing this claim to the NRAB First Division is included as Carrier's Exhibit A.

II-1

The Union Pacific Railroad Company, hereinafter referred to as the "Carrier" has not been furnished an advance copy of the Petitioner's Ex Parte Submission. In response to notice from the Executive Secretary of the First Division, NRAB, of a declaration by the claimant to file an ex parte submission in the above-quoted claim and requesting that the Carrier file its response thereto, the Carrier respectfully submits the following setting forth the facts involved as well as the Carrier's position in these disputes.

CARRIER'S STATEMENT OF FACTS:

In 1996 the STB approved the merger between the SP/UP railroads. The Union Pacific served a Section Four notice in accordance with New York Dock conditions as required by the STB upon the Brotherhood of Locomotive Engineers to merge the Union Pacific, SSW and SPCSL railroads in the St. Louis area. At the time, Mr. Thompson was the full time General Chairman for the SSW engineers.

During the negotiations the parties agreed to rearrange forces and relocate some forces to coordinate the work of the merged properties. The parties reached and ratified a merger agreement that included certain relocation provisions.[2] Some of those provisions were further explained in Side Letter No. 11. Those provisions provided a relocation allowance for certain SSW engineers at Illmo, Missouri. Mr. Thompson signed that New York Dock merger agreement including the Side Letter.

The following is a list of the letters outlining the handling of this issue:

1. July 21, 1999 – Mr. Thompson sent to the Carrier a letter advising that he had sent in a form to cover his relocation expense and had not been paid. In that letter he advised, "If necessary, I can and will place myself as an engineer at Dexter, Missouri

II-2

and make a decision as to accept the in lieu of benefits or the benefits as provided in New York Dock as per the agreement."[3]

2. August 4, 1999 letter to Mr. Thompson advising that since he was not an active employee he was not entitled to the relocation benefits. Further, if he returned to active service, his request would be reconsidered.[4]

3. August 11, 1999 letter from Mr. Thompson advising that this was a New York Dock issue and advising that he requested arbitration.[5]

4. August 16, 1999 letter from the Carrier advising that he had written an administrative office and suggested that Mr. Thompson contact the office designated to handle disputes under the Railway Labor Act.[6]

5. August 22, 1999 letter from Mr. Thompson advising that the claim was a claim under New York Dock and further stating "...and any such claim progressed to the First Division or Public Law Board would be dismissed for lack of jurisdiction."[7]

6. September 7, 1999 letter from the Carrier advising who would be handling relocation disputes and reaffirming the position that he was not an active engineer and thus not eligible.[8]

7. October 18, 1999 and November 4, 1999 letters to several General Chairmen attaching a list of cases to be heard in New York Dock arbitration. Case No. 2 on that

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[2] Copy of the St. Louis Hub merger agreement Article VII and Side Letter No. 11 included as Carrier Exhibit B.
[3] Carrier Exhibit C.
[4] Carrier Exhibit D.
[5] Carrier Exhibit E.
[6] Carrier Exhibit F.
[7] Carrier Exhibit G.
[8] Carrier Exhibit H.

II-3

list states, "Is engineer D. E. Thompson entitled to the "in lieu of" relocation provisions of the Hub Agreement?"[9]

8. November 11, 1999 letter from Mr. Thompson responding to the last Carrier letter and discussions held between the party. This letter agrees to remove the case from the docket based on an agreement that if he performs "compensated service" he will be allowed the money.[10]

9. December 2, 1999 letter to several General Chairmen advising them that Case two had been resolved and including a new attachment showing that case removed.[11]

Mr. Thompson continued to function as a BLE General Chairman for the SSW engineers throughout the remainder of merger negotiations. In early July 2000 the BLE held elections to see who would be the remaining General Chairmen since many of the CBA's had been eliminated. Mr. Thompson did not win the election. In early September General Chairman Rightnowar inquired as to the status of Mr. Thompson. He did not show on the BLE's working list and he asked if he had a leave of absence. The Carrier made inquires and was advised that Mr. Thompson had retired direct with the Railroad Retirement Board, had not given the Carrier any notice of his retirement and had never marked up with the Carrier and performed compensated service.

On September 14, 2000 the Carrier received a copy of the notice Mr. Thompson filed with the First Division alleging that there was an unadjusted dispute between the railroad and himself.

[9] Carrier Exhibit I.
[10] Carrier Exhibit J.

II-4

CARRIER'S POSITION:

The Carrier's position is that this is a New York Dock issue and should not be before this Board, that the claimant is not and was not an active employee of the Carrier between the time of the STB merger approval and his retirement and that there is no unadjusted dispute.

New York Dock conditions provide for arbitration of disputes arising under New York Dock negotiations.[12] The NRAB has recognized the jurisdictional differences between New York Dock disputes and Railway Labor Act disputes. In Second Division Award No. 13265 the Division was also presented with a lump sum in lieu of relocation claim involving a New York Dock implementing agreement.[13] In that case the Board held:

> "This board lacks jurisdiction to resolve disputes arising under the New York Dock conditions, because New York Dock contains its own arbitration provision. This same issue has been addressed and resolved, as here, on many occasions in the past. See for example, Fourth Division Awards 4293, 4912, 4667, 3353, and 2095."

This lack of jurisdiction is recognized by the claimant as stated in his August 22, 1999 letter when he stated; "...and any such claim progressed to the First Division or Public Law Board would be dismissed for lack of jurisdiction." Further evidence of this is the placement of this question on the New York Dock docket attached to the October and November letters. Based on this evidence before the Board they should dismiss the case.

The NRAB is available to employees to progress unadjusted disputes. To come before the Board with a personal claim, one must show they are an employee of the

[11] Carrier Exhibit K.
[12] New York Dock conditions included as Carrier Exhibit L.

II-5

Carrier. Mr. Thompson took a leave of absence in 1984 as a full time General Chairman. He was one at the time of the STB approval of the merger and continued as one until he retired. At no time did he perform compensated service for the Carrier since the acquisition of the SP by the UP. At the time he lost his reelection he had the opportunity to return to his craft and work for Union Pacific, however he chose not to. He does not meet the status of an employee and thus cannot progress his claim. He recognized this when he wrote the Carrier (exhibit C) and advised: "If necessary, I can and will place myself as an engineer at Dexter, Missouri and make a decision as to accept the in lieu of benefits or the benefits as provided in New York Dock as per the agreement." Both parties understood that the claimant needed to be an active engineer to be covered under the relocation provisions.

Finally, there is no dispute. The Carrier, in its statement of fact, detailed the handling of the issue. The November 11, 1999 letter shows that a settlement was reached on the case. In that letter, he wrote:

> "Case No. 2 – The Carrier has agreed that engineer D. E. Thompson is entitled to the Protective Benefits as provided in Article VII of the St. Louis Hub Agreement and will be paid correct claim with first date of compensated service in the Hub of choice. (emphasis added)
>
> The case can be removed from attachment "A" if the Carrier provides written acknowledgment as stated above."

The Carrier did promptly write the claimant and acknowledged the settlement of the issue. Since this case has been resolved, and no other case has been brought forward by the claimant, the Carrier has no knowledge of a dispute. If Mr. Thompson had marked up for service he would then have been impacted by the merger agreement and the Carrier would have paid any benefits he was entitled to. Since he did not mark

[13] Carrier Exhibit M.

II-6

up the issue became moot. This evidence shows that there is not a claim or controversy that meets the requirements of the RLA and the provisions for handling disputes at the First Division. As such the Carrier requests a dismissal of the claim or a denial of the claim.

Respectfully submitted

W.S. Hinckley

W. S. Hinckley
Labor Relations
Union Pacific Railroad
1416 Dodge St.
Omaha NE 68179

November 2, 2000

II-7

RECEIVED
SEP - 1 2000
National Railroad Adjustment Board
First Division

August 30, 2000

FWD SCANNED
SEP 14 2000
Labor Relations

00-1-4-2209

Miss Linda Woods, Arbitration Assistant
National Railroad Adjustment Board
First Division
844 North Rush, Room 944
Chicago, IL 60611-2092

DATE ACKNOWLEDGED 9-1-00 NRAB CASE 00-1-4-2209
DUE DATE FOR FILING FOUR COPIES OF SUBMISSIONS WITH THE NRAB 11-15-00
NO EXTENSIONS GRANTED
BY ORDER OF FIRST DIVISION

Dear Miss Woods:

This is to serve notice, as required by the Uniform Rules of Procedure of the National Railroad Adjustment Board effective May 16, 1994, of my intention to file an Ex Parte Submission within seventy-five (75) days covering an unadjusted dispute between the Union Pacific Railroad Company and I involving the following:

"Claim of former SSW engineer D. E. Thompson for the "in lieu of" relocation allowance as provided for in Article VII of the St. Louis Hub Agreement."

Respectfully yours,

D. E. Thompson
818 Seventh Street East
Scott City, MO 63780

cc: Andrea Gansen

II-8

CARRIER'S EXHIBIT A-1
PAGE _____ OF _____

MERGER
IMPLEMENTING AGREEMENT
(St. Louis Hub)

between the

UNION PACIFIC RAILROAD COMPANY
Southern Pacific Transportation Company
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

PREAMBLE

The U.S. Department of Transportation, Surface Transportation Board ("STB") approved the merger of the Union Pacific Corporation ("UPC"), Union Pacific Railroad Company/Missouri Pacific Railroad Company (collectively referred to as "UP") and Southern Pacific Rail Corporation, Southern Pacific Transportation Company ("SPT"), St. Louis Southwestern Railway Company ("SSW"), SPCSL Corp., and the Denver & Rio Grande Western Railroad Company ("DRGW") (collectively referred to as "SP") in Finance Docket 32760. In approving this transaction, the STB imposed New York Dock labor protective conditions. Copy of the New York Dock conditions is attached as Attachment "A" to this Agreement.

Subsequent to the filing of Union Pacific's application but prior to the decision of the STB, the parties engaged in certain discussions which focused upon Carrier's request that the Organization support the merger of UP and SP. These discussions resulted in the parties exchanging certain commitments, which were outlined in letters dated March 8(2), March 9 and March 22, 1996.

On October 10, 1997, the Carriers served notice of their intent to merge and consolidate operations generally in the following territories:

Union Pacific: St. Louis/Dupo to Dexter via Chester Sub

Dexter to Memphis

St. Louis/Dupo to Poplar Bluff/Dexter via DeSoto Sub

Salem to Dexter

Agreement. Engineers will be given ten (10) days' notice of when their specific relocation/reassignment is to occur.

ARTICLE VII - PROTECTIVE BENEFITS AND OBLIGATIONS

A. All engineers who are listed on the prior rights St. Louis Hub (Zones 1 and 2) merged rosters shall be considered adversely affected by this transaction and consolidation and will be subject to the New York Dock protective conditions which were imposed by the STB. It is understood there shall not be any duplication or compounding of benefits under this Agreement and/or any other agreement or protective arrangement.

1. Carrier will calculate and furnish TPA's for such engineers to the Organization as soon as possible after implementation of the terms of this Agreement. The time frame used for calculating the TPA's in accordance with New York Dock will be August 1, 1996 through and including July 31, 1997.

2. In consideration of blanket certification of all engineers covered by this Agreement for wage protection, the provisions of New York Dock protective conditions relating to "average monthly time paid for" are waived under this Implementing Agreement.

3. Test period averages for designated union officers will be adjusted to reflect lost earnings while conducting business with the Carrier.

4. National Termination of Seniority provisions shall not be applicable to engineers hired prior to the effective date of this Agreement.

B. Engineers required to relocate under this Agreement will be governed by the relocation provisions of New York Dock. In lieu of New York Dock provisions, an employee required to relocate may elect one of the following options:

1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of $10,000 upon providing proof of actual relocation.

2. Homeowners may elect to receive an "in lieu of" allowance in the amount of $20,000 upon providing proof of actual relocation.

3. Homeowners in Item 2 above who provide proof of a bona fide sale of their home at fair value at the location from which relocated shall be eligible to receive an additional allowance of $10,000.

a) This option shall expire within five (5) years from date of application for the allowance under Item 2 above.

b) Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.

NOTE: All requests for relocation allowances must be submitted on the appropriate form.

4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after two (2) years from date of implementation of this Agreement.

5. Under no circumstances shall an engineer be permitted to receive more than one (1) "in lieu of" relocation allowance under this Implementing Agreement.

6. Engineers receiving an "in lieu of" relocation allowance pursuant to this Implementing Agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years.

ARTICLE VIII - SAVINGS CLAUSES

A. The provisions of the applicable Schedule Agreement will apply unless specifically modified herein.

B. It is the Carrier's intent to execute a standby agreement with the Organization which represents engineers on the former Missouri and Illinois. Upon execution of that Agreement, said engineers will be fully covered by this Implementing Agreement as though the Organization representing them had been signatory hereto.

C. Nothing in this Agreement will preclude the use of any engineers to perform work permitted by other applicable agreements within the new seniority districts described herein, i.e., engineers performing Hours of Service Law relief within the road/yard zone, ID engineers performing service and deadheads between terminals, road switchers handling trains within their zones, etc.

D. The provisions of this Agreement shall be applied to all engineers covered by said Agreement without regard to race, creed, color, age, sex, national origin, or physical handicap, except in those cases where a bona fide occupational qualification exists. The masculine terminology herein is for the purpose of convenience only and does not intend to convey sex preference.

FOR THE BROTHERHOOD LOCOMOTIVE ENGINEERS:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

APPROVED:

J. L. McCoy
Vice President, BLE

D. M. Hahs
Vice President, BLE

FOR THE CARRIERS:

M. A. Hartman
General Director-Labor Relations
Union Pacific Railroad Co.

J. M. Raaz
Assistant Vice President - LR
Union Pacific Railroad Co.

Side Letter No. 11

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This refers to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

In Side Letter No. 21 of the Merger Implementing Agreement for the North Little Rock/Pine Bluff Hub entered into on October 9, 1997, Carrier made certain written commitments regarding engineers residing at Illmo and Poplar Bluff. The purpose of this Side Letter is to more specifically define the rights and responsibilities of said engineers at Poplar Bluff and Illmo in line with the Merger Implementing Agreement for the St. Louis Hub and said Side Letter No. 21.

This Side Letter addresses three (3) specific groups of engineers:

A. Former UP engineers assigned to the UP Dupo - Poplar Bluff freight pool (home terminal St. Louis) who have continued to reside at Poplar Bluff under a "reverse lodging" arrangement.

B. Former UP engineers assigned to the UP Salem - Poplar Bluff freight pool (home terminal Salem/Poplar Bluff) who have continued to reside at Poplar Bluff under a "reverse lodging" arrangement.

C. Former SSW and UP engineers at Illmo and Poplar Bluff who, as a result of the Implementing Agreement, will have their home terminal changed to St. Louis.

Pursuant to the terms of Articles I.A.2. and I.A.5. of the Implementing Agreement covering the St. Louis Hub, the consolidated pool operating between St. Louis and Dexter will be home terminaled at St. Louis, and the pool operating between Salem and Dexter will likewise be home terminaled at Salem. It is the intent and desire of the Carrier that all engineers assigned to this pool who presently reside in Illmo and Poplar Bluff be relocated to St. Louis and Salem. However, considering the large number of engineers who reside at these locations who are reasonably close to retirement age, the Carrier has expressed its willingness to enter into an attrition arrangement for a fixed period of time in order to permit engineers to maintain their residences in the Poplar Bluff and Illmo areas for said period of time while protecting these pools. The terms and conditions of this interim arrangement are as follows:

CARRIER'S EXHIBIT B-5
PAGE _____ OF _____

1. Former SSW and UP engineers who are required to relocate to St. Louis or Salem shall be considered eligible for the relocation benefits set forth in Article VII.B. of this Implementing Agreement.

2. Former SSW engineers who are assigned to either of these pools who decline to relocate to St. Louis or Salem and exercise the "reverse lodging" option provided in Article I.A.2.g. of the Implementing Agreement shall be considered eligible for the relocation benefits under Article VII.B. of this Implementing Agreement. If such engineers should subsequently relocate to St. Louis under the provisions of this Side Letter or otherwise, such relocation shall be considered to be a seniority move and shall not trigger any further relocation benefits under this Implementing Agreement.

3. Those former UP engineers assigned to the UP Dupo - Poplar Bluff and Salem - Poplar Bluff freight pools who have continued to reside at Poplar Bluff under a "reverse lodging" attrition arrangement may elect to relocate to St. Louis or Salem, and if so relocated, shall be considered eligible for the relocation benefits set forth in Article VII.B. of this Implementing Agreement. If such employees decline to relocate and elect to exercise the "reverse lodging" option provided in this Agreement, they shall become subject to the provisions of the immediately preceding Section 2 hereof. As agreed in Item 2 of Side Letter No. 21 to the NLR/PB Merger Implementing Agreement, it is undisputed that the distance between Poplar Bluff and Dexter shall not be an issue regarding entitlement of such engineers to such relocation benefits.

4. Those engineers described in Sections 2 and 3 above who decline to relocate to St. Louis or Salem and are subsequently forced to relocate because they are unable to held a regular assignment at Dexter/Poplar Bluff, such relocation shall be considered to be a seniority move and shall not trigger any further relocation benefits under this Implementation Agreement.

5. Effective upon service of a notice by the Carrier, which cannot be served any sooner than April 1, 2005, the "reverse lodging" attrition arrangements set forth in this Implementing Agreement shall become null and void. On and after that date, all engineers described in Sections 1, 2 and 3 above shall be required to protect their respective freight pools at the designated home terminal locations if they choose to continue to occupy such assignments. This change shall be effected by the service of a thirty (30) day notice by the Carrier of its intent to do so.

6. The provisions of this Side Letter No. 11 shall only apply to engineers residing in Poplar Bluff or Illmo or vicinity, and protecting service at such location or vicinity, on October 10, 1997 (date of Carrier's St. Louis Hub Notice).

CARRIER'S EXHIBIT B-6
PAGE II-14 OF

7. It is understood this Agreement does not operate to preclude an engineer from receiving full relocation benefits under Article VII.B. when required to relocate to Dexter to protect the Dexter-Memphis pool, extra board, or any other assignments established at that location.

8. Under the unique circumstances surrounding this Side Letter, engineers at Poplar Bluff and Illmo and vicinity will not be required to provide proof of relocation to Dexter in order to receive the relocation benefits under Article VII.B.1. and 2., but must do so to receive the additional benefit under Article VII.B.3.

The above-described arrangements are designed to deal with a peculiar situation under specific circumstances, and shall not be referred to by either party in any other proceeding or negotiations.

If the foregoing adequately and accurately sets forth our agreement and understanding in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director - Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

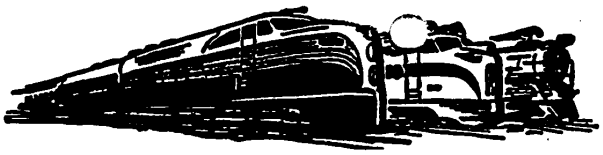
J. R. Koonce
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

CARRIER'S EXHIBIT B-7
PAGE ____ OF II-15

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BROTHERHOOD OF LOCOMOTIVE ENGINEERS

GENERAL COMMITTEE OF ADJUSTMENT
ST. LOUIS SOUTHWESTERN RAILWAY LINES
D. E. THOMPSON, CHAIRMAN
414 MISSOURI BOULEVARD
SCOTT CITY, MO 63780
PHONE (573) 264-3232
FAX (573) 264-3735

M.R. STEPHENS, SEC'Y TREAS
ROUTE 2 BOX 2250
SCOTT CITY, MO 63780

July 21, 1999

Labor Relations

J. Cvetas
Manager, Labor Relations
Union Pacific Railroad
1416 Dodge Street
Omaha, NE 68179

CERTIFIED LETTER: Z 042 456 572

Dear Mr. Cvetas

Enclosed for your ready reference is copy of my claim for St. Louis Hub relocation allowance under the option to New York Dock Conditions as per Article VII and Side Letter No. 11 of the St. Louis Hub Agreement.

This is my third copy that I have sent without any payments being received or any written notice as to why the application for the relocation benefits is not payable.

The Carrier has eliminated every engineer assignment at Illmo leaving no positions for any engineer. In addition, the Carrier's decision to eliminate every engineer and every trainman position at Illmo has severely impacted this small town. There is not a city block in the town that does not have houses for sale. The Carrier's decision has affected the price of housing at least twenty-five percent (25%). My home, prior to the Carrier's decision, was appraised at $87,500.00. At the present time, I do not believe I could sell my house and if it did sell, it would not sell for more than $50,000.00.

I have provided Mr. Weiss with a copy of recent SSW Awards for employees serving as General Chairman and Vice President who made similar claim, denied by the Carrier and sustained by the Board.

CARRIER'S EXHIBIT C-1
PAGE 11-16 OF

If necessary, I can and will place myself as an engineer at Dexter, Missouri and make a decision as to accept the in lieu of benefits or the benefits as provided in New York Docket as per the agreement.

There is no windfall in this claim. I have been monetarily impacted by the Carrier's decision and I will do whatever is necessary to assure that I am treated equal to all other employees affected with the elimination of Illmo as a terminal.

Please pay the claim or advise written decision as to why the claim will not be paid as per the agreements.

Respectfully,

D. E. Thompson

Enclosures

cc: Randy Weiss
Robin Rock

CARRIER'S EXHIBIT C-2
PAGE ____ OF ____
II-17

HUB RELOCATION BENEFITS APPLICATION

(ST. LOUIS Hub)

(Applicant Insert Name of Appropriate Hub)

Please accept this as my application for relocation benefits as set forth in the above referenced Article VII (B) Merger Implementing Agreement. I understand that my election herein is in lieu of actual relocation benefits provided under New York Dock. This election must be exercised within two (2) years from the date of implementation of this Agreement. (Except that Option 3 shall expire within five (5) years from implementation). Please check one of the following three options:

☐ Option 1: I am a non-owner and accept a $10,000 allowance in lieu of New York Dock relocation benefits

☒ Option 2: I am a homeowner and accept a $20,000 allowance in lieu of New York Dock relocation benefits.

If I have accepted Option 1 or 2, I understand that I must submit "proof of actual relocation" in order to receive the "in lieu of" allowance.

☐ Option 3: I am a homeowner and having sold my home, accept a $10,000 allowance in addition to the $20,000 allowance I shall receive under Option 2, for a total of a $30,000 allowance.

If I have accepted Option 3, I understand that I must not only submit "proof of actual relocation" but in addition I must provide "proof of a bona fide sale" of my home at fair value in the form of sale documents, deeds, and filings of these documents with the appropriate agency in order to receive the "in lieu of" allowance.

In addition, I understand that in accepting any of the three options above, I will be required to remain at the new location, seniority permitting, for a period of two (2) years. Please fax or send this completed form to J. E. Cvetas, Manager-Labor Relations Program Administration, 1416 Dodge Street, Room 332, Omaha, NE 68179; fax (402)271-2463. Mr. Cvetas can also be reached by phone at (402)271-4577.

NAME DAVID E. THOMPSON **SSN** 499-38-2086

SIGNATURE David E. Thompson

CRAFT LOCOMOTIVE ENGINEER

DATE JANUARY 21, 1999

OLD WORK LOCATION ILLMO, MO **NEW WORK LOCATION** UNDETERMINED AT THIS TIME

CARRIER'S EXHIBIT C-1

PAGE 1 OF 1

FILE COPY

August 4, 1999

MR D E (GENE) THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

Dear Sir:

This is in reference to your letter of July 21, 1999 concerning your claim for St. Louis Hub relocation.

I have again reviewed your file and it remains my position that you are not currently eligible for relocation benefits. Prior to the merger and the implementing agreement you were a full-time General Chairman for the BLE. Records indicate that you are still a full-time General Chairman for the BLE. As such, you were not affected by the implementation of the St. Louis Hub Agreement. If you relinquish your position as a General Chairman and return to full-time service as an engineer, the Carrier will consider your relocation allowance at that time.

Furthermore, the Awards you supplied Mr. Weiss do not support your position. Those Awards only applied to individuals who had returned to active service with the Carrier. They were not active union officials.

Your request for relocation benefits is respectively denied.

Yours truly,

J. E. CVETAS
ASST DIR PROG ADM

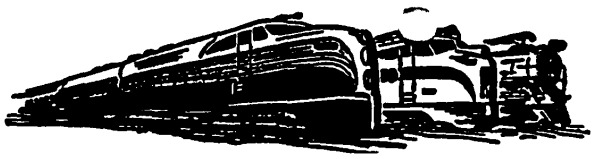
cc: M. A. Peak

CARRIER'S EXHIBIT D-1

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PAGE ____ OF ____

II-19



BROTHERHOOD OF LOCOMOTIVE ENGINEERS

GENERAL COMMITTEE OF ADJUSTMENT
ST. LOUIS SOUTHWESTERN RAILWAY LINES
D. E. THOMPSON, CHAIRMAN
414 MISSOURI BOULEVARD
SCOTT CITY, MO 63780
PHONE (573) 264-3232
FAX (573) 264-3735

M.R. STEPHENS, SEC'Y TREAS
ROUTE 2 BOX 2250
SCOTT CITY, MO 63780

August 11, 1999

ICC-307-26

J. E. Cvetas
Manager, Labor Relations
Union Pacific Railroad
1416 Dodge Street
Omaha, NE 68179

CERTIFIED LETTER: Z 047 247 492

Reference: Your letter of August 4, 1999 denying the claim for relocation benefits as per the St. Louis Hub Agreement - Claimant, David E. Thompson

Dear Mr. Cvetas:

Please be advised that your decision to deny the claim for relocation benefits is in violation of the St. Louis Hub Agreement and is not acceptable.

As per the provision of Part II of the New York Dock protective conditions which were imposed by the Surface Transportation, this is our notice to refer this dispute to an Arbitration Committee.

I, David E. Thompson will be the Organization member of the Committee. I would suggest that the Neutral Member of the Committee be Mr. John C. Fletcher. If you are not agreeable, we can allow the National Mediation Board to designate the Neutral Member.

Please be advised that the claim for Option 2 is to be changed to the actual provisions of the New York Dock Conditions and/or as provided in Article VII of the St. Louis Hub Agreement.

Please advise the Carrier Member of the Committee and your decision as to the selection of the Neutral Member.

Respectfully,

D E Thompson

D. E. Thompson

CARRIER'S EXHIBIT E-1
PAGE OF
II-20

FILE COPY

August 16, 1999

MR D E (GENE) THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

Dear Sir:

Reference your letter of August 11, 1999 concerning the claim for relocation benefits for Claimant David E. Thompson.

It should be pointed out that this office is an administrative office which handles relocation request, among other duties, for various agreements throughout the system, This office is not the designated office, under the Railway Labor Act, to handle time claims and grievances.

If it is your contention that you are entitled to relocation benefits under the provisions of the St. Louis Hub Agreement, the matter should be referred to your Local Chairman and handled in accordance with the Schedule Agreement and the Railway Labor Act. If you desire to circumvent the procedures, you should contact the highest designated officer to handle time claims and grievances on your territory.

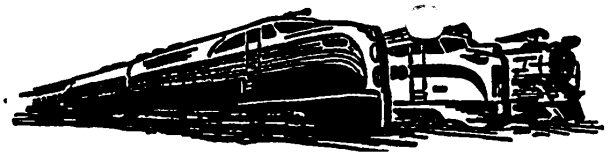
Yours truly,

J. E. CVETAS
ASST DIR PROGRAM ADM

cc: P. J. Waldmann
C. R. Wise

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CARRIER'S EXHIBIT F-1
PAGE II-21 OF



BROTHERHOOD OF LOCOMOTIVE ENGINEERS

GENERAL COMMITTEE OF ADJUSTMENT
ST. LOUIS SOUTHWESTERN RAILWAY LINES
D. E. THOMPSON, CHAIRMAN
414 MISSOURI BOULEVARD
SCOTT CITY, MO 63780
PHONE (573) 264-3232
FAX (573) 264-3735

M.R. STEPHENS, SEC'Y TREAS
ROUTE 2 BOX 2250
SCOTT CITY, MO 63780

August 22, 1999

ICC-307-26

J. Cvetas
Manager, Labor Relations
Union Pacific Railroad
1416 Dodge Street
Omaha, NE 68179

Reference: Your letter of August 16, 1999 in response to my letter of August 11, 1999 for relocation benefits.

Dear Mr. Cvetas:

The claim for relocation benefits is not a Railway Labor Act issue. The claim is filed under the provision of the New York Dock conditions and any such claim progressed to the First Division or Public Law Board would be dismissed for lack of jurisdiction.

The documentation I have from Union Pacific regarding relocation benefits states that you are the officer of Union Pacific to handle such matters. If you are not the highest officer that would be the Carrier Member of the Arbitration Committee, you need to do one of two things, either give this letter to the appropriate officer of Union Pacific or advise the name and address of said officer.

There are additional claims that are still to be resolved and we may also list these claims to the Arbitration Committee.

In regards to the claim for David E. Thompson, I would suggest you or the appropriate officer read the provisions of the St. Louis Hub Agreement before making a decision to refer the issue to an Arbitration Committee.

Please do not further delay this request to refer this dispute to the Arbitration Committee.

Respectfully,

D. E. Thompson

CARRIER'S EXHIBIT G-1
PAGE 11-21 OF

September 7, 1999

Mr. D. E. Thompson
General Chairman BLE
414 Missouri Boulevard
Scott City, MO 63780

Dear Sir:

Reference your letters of August 11 and 22, 1999 concerning the St. Louis Hub Agreement. I am currently the Carrier's highest officer of appeal to handle relocation disputes under the Hub agreement and the letters have been forwarded to me for further handling.

I referred your question to Director Labor Relations M. A. Hartman who was signatory to the Hub Agreement. He affirmed the position previously taken by the Carrier that since you are not an active engineer at any location the relocatiion provisions are not applicable at this time.

I will be calling you concerning the selection of a NYD arbitrator.

Yours truly,

WSH

W. S. Hinckley

Bcc: Michelle Peak – I would like you to research and write this case.

CARRIER'S EXHIBIT H-1
PAGE ____ OF ____
II-22

W. S. HINCKLEY
GENERAL DIRECTOR-
LABOR RELATIONS-OPERATING-SOUTH

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA NEBRASKA 68179
(402) 271-3689

October 18, 1999

Mr. C.R. Rightnower
General Chairman BLE
320 Brookes Dr. Suite 115
Hazelwood, Mo 63042

Mr. R. A. Poe
General Chairman BLE
6240 Tarascas
El Paso, TX 79912

Mr. D. E. Thompson
General Chairman BLE
414 Missouri Boulevard
Scott City, MO 63780

Mr. D. M. Hahs
Vice President BLE
1011 St. Andrews
Kingwood, TX 77339

Mr. W. R. Slone
General Chairman BLE
6207 Airport Freeway
Ft. Worth, TX 76117-5321

Mr. M. A. Young
General Chairman BLE
1620 Central Ave. #201
Cheyenne WY 82001

Gentlemen:

During our recent conferences several items were scheduled for NYD arbitration. Attached please find an attachment "A" listing six cases. Please review the cases and advise of any changes, additions or deletions to this attachment. I will contact VP Don Hahs concerning the selection of a Neutral.

Yours truly,

W. S. Hinckley

I-1

II-23

NEW YORK DOCK ARBITRATION

ATTACHMENT "A"

Case No. 1

In the Salina Hub (phase II), are all employees who were in engineer training on the day of implementation (May 1999) prior righted to engineer positions or are only those employees who were in engineer training on July 16, 1998 entitled to prior rights?

Case No. 2

Is engineer D. E. Thompson entitled to the "in lieu of" relocation provisions of the Hub Agreement?

Case No. 3

Which former HBT engineers should be afforded Zone 5 prior rights. (Zone 5 is a roster created by a merger implementing agreement)

Case No. 4

What seniority date will be used (system or point) on the DFW Master Dovetail Roster for common assignments when the prior rights period in the DFW Hub expires?

Case No. 5

OK resolved

What is the rightful date of SSW engineer D. O. Kern? Is it the date shown on the seniority rosters provided by General Chairman Thompson (6/12/78), or is it the date that the former SSW rosters were top and bottomed (11/15/83)?

Case No. 6

OK resolved

Is the agreed to template (82/12/6%) to be applied to that group of engineers in the DFW Hub above the pre-merger numbers (310 UP, 42 SP, and 23 SSW)? If so, the SSW would be entitled to two additional slots. Do the Prior rights stop at this same number? After the prior rights number is finalized, how are slots above that number filled?

I-2

II-24

file

UNION PACIFIC RAILROAD COMPANY

W.S. HINCKLEY
GENERAL DIRECTOR-
LABOR RELATIONS-OPERATING-SOUTH

1416 DODGE STREET
OMAHA, NEBRASKA 68179
(402) 271-3880 5201

November 4, 1999

Mr. C.R. Rightnower
General Chairman BLE
320 Brookes Dr. Suite 115
Hazelwood, Mo 63042

Mr. D. M. Hahs
Vice President BLE
1011 St. Andrews
Kingwood, TX 77339

Mr. D. E. Thompson
General Chairman BLE
414 Missouri Boulevard
Scott City, MO 63780

Mr. R. A. Poe
General Chairman BLE
6240 Tarascas
El Paso, TX 79912

Mr. M. A. Young
General Chairman BLE
1620 Central Ave. #201
Cheyenne WY 82001

Mr. W. R. Slone
General Chairman BLE
6207 Airport Freeway
Ft. Worth TX 76117-5321

Gentlemen:

This is to confirm that the New York Dock arbitration is scheduled for January 18, 2000 at the Carrier's office in Spring Texas. I recently sent out an attachment "A" with six questions and while some of you have discussed these questions with me by telephone I have not received anything in writing suggesting alternate language. I am sending each of you a new attachment "A" that has a seventh question added after a meeting with General Chairman C.R. Rightnower. There is a similarity between question 7 and question 1.

Yours truly,

W. S. Hinckley

Mr. Eckehard Muessig
Arbitrator
3450 No. Venice Street
Arlington, VA 22207

Note to Eck and Don: Spring is about 10 miles north of the Houston International airport. I usually say near the airport and when I get my hotel reservatiions I will call you and let you know where I will be staying the night of the 17th. We can pick you up at the airport and maybe Don Hahs and I can take you to dinner that night and have an informal executive session.

CARRIER'S EXHIBIT I-3
PAGE ____ OF II-25

NEW YORK DOCK ARBITRATION

ATTACHMENT "A"

Case No. 1

In the Salina Hub (phase II), are all employees who were in engineer training on the day of implementation (May 1999) prior righted to engineer positions or are only those employees who were in engineer training on July 16, 1998 entitled to prior rights?

Case No. 2

Is engineer D. E. Thompson entitled to the "in lieu of" relocation provisions of the Hub Agreement?

Case No. 3

Which former HBT engineers should be afforded Zone 5 prior rights. (Zone 5 is a roster created by a merger implementing agreement)

Case No. 4

What seniority date will be used (system or point) on the DFW Master Dovetail Roster for common assignments when the prior rights period in the DFW Hub expires?

Case No. 5

What is the rightful date of SSW engineer D. O. Kern? Is it the date shown on the seniority rosters provided by General Chairman Thompson (6/12/78), or is it the date that the former SSW rosters were top and bottomed (11/15/83)?

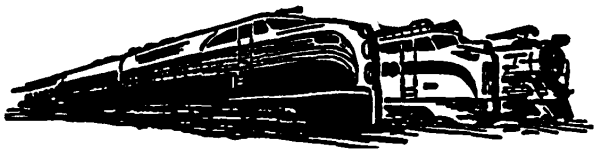
Case No. 6

Is the agreed to template (82/12/6%) to be applied to that group of engineers in the DFW Hub above the pre-merger numbers (310 UP, 42 SP, and 23 SSW)? If so, the SSW would be entitled to two additional slots. Do the Prior rights stop at this same number? After the prior rights number is finalized, how are slots above that number filled?

Case No. 7

Are the twelve engineers who responded to the October 10, 1998 at Kansas City entitled to prior rights in Zone 2 of the Kansas City Hub.

CARRIER'S EXHIBIT I-4
PAGE ~~____~~ OF II-26



BROTHERHOOD OF LOCOMOTIVE ENGINEERS

GENERAL COMMITTEE OF ADJUSTMENT
ST. LOUIS SOUTHWESTERN RAILWAY LINES
D. E. THOMPSON, CHAIRMAN
414 MISSOURI BOULEVARD
SCOTT CITY, MO 63780
PHONE (573) 264-3232
FAX (573) 264-3735

M.R. STEPHENS, SEC'Y TREAS
ROUTE 2 BOX 2250
SCOTT CITY, MO 63780

November 11, 1999

ICC-307-18
ICC-307-21
ICC-307-30

W. S. Hinckley
General Director, Labor Relations
Union Pacific Railroad Company
1416 Dodge Street
Omaha, NE 68179

Reference: Your letter of November 4, 1999 with attachment "A" listing seven (7) questions.

Dear Sir:

From my notes and correspondence, there are additional questions that must be added to the list and additional questions in some of the cases shown on attachment "A".

Case No. 1 - Salina Hub - What is the correct seniority date for the former SSW engineers that entered training November 16, 1998 and November 29, 1998? Who was selected to Zone 2, Salina Hub when canvassed as a trainman and engineer?

What is the correct implementation date for the Expanded Salina Hub?

What is the correct number of slotted prior rights SSW positions in the Herington/Kansas City and Herington/Pratt freight pools as per Article 1, B1 and B2?

What is the correct date for Zone 1 engineers being placed at the bottom of Zone 2 engineers and the correct date for Zone 2 engineers being placed at the bottom of Zone 1, Salina Hub?

CARRIER'S EXHIBIT J-1
PAGE II-27 OF

In regards to the third issue, data was provided by Carrier Officer Cooley and Weiss. Using the data, the Local Chairmen agreed to thirty-eight (38) Herington/Kansas City and eighteen (18) Herington/Pratt. If Mr. Young is not agreeable, we will expect the same data being made a part of the Carrier's submission whereby the Neutral can assign the numbers based upon the data.

Case No. 2 - The Carrier has agreed that engineer D. E. Thompson is entitled to the Protective Benefits as provided in Article VII of the St. Louis Hub Agreement and will be paid correct claim with first date of compensated service in the Hub of choice.

The case can be removed from attachment "A" if the Carrier provides written acknowledgment as stated above.

Case No. 5 - Case No. 6 - It is my understanding that Mr. Slone has agreed that the correct seniority date for former SSW Engineer D. O. Kern is his date as an engineer (6-12-78) and as per his letter of October 8, 1999, he is in agreement that three (3) additional former SSW engineer's seniority date prior to 03-03-99 will have the right to be assigned to the Dallas/Fort Worth Hub Roster using their date as an engineer with prior rights.

This office is in agreement with his letter, and if nothing has changed, Case No. 5 and Case No. 6 has been resolved.

Case No. 7 - I am not certain what this issue pertains to. I do not know what my position would be on this issue given the lack of knowledge. If what little information I have is correct, I may not be opposed.

The following are cases that involve the NLR/PB Hub:

Case No. 8 - What is the correct pay for engineers under Article I, A part 21, page 10?

Case No. 9 - What is the correct pay for engineers under Article I, part 24, page 11; Article I B, part 4, page 12-13; and Article I C, part 5, page 14-15.

Case No. 10 - What is the correct pay for engineers in Zone 2 who run through the terminal and deliver the loaded coal trains to White Bluff or is transported to get the empties and run through the terminal as per Article I B 6, page 13?

Case No. 11 - What is the correct pay for engineers transported between North Little Rock and Pine Bluff or vice versa as per Side Letter No. 11 of the NLR/PB Hub?

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I am enclosing copies of Mr: Hinckley's letters dated September 23, 1999 and October 5, 1999 regarding open issues discussed in the September conferences.

If the other issues have not been resolved, they should be listed by the involved General Chairmen.

Please advise.

Respectfully,

D. E. Thompson

cc: D. M. Hahs, VP
M. A. Young, GC
C. R. Rightnowar, GC
R. A. Poe, GC
W. R. Slone, GC
BLE/SSW Divisions

CARRIER'S EXHIBIT J-3
PAGE 11 OF 29

December 2, 1999
NYD 331 cases 1-7

Mr. C.R. Rightnower
General Chairman BLE
320 Brookes Dr. Suite 115
Hazelwood, Mo 63042

Mr. D. M. Hahs
Vice President BLE
1011 St. Andrews
Kingwood, TX 77339

Mr. D. E. Thompson
General Chairman BLE
414 Missouri Boulevard
Scott City, MO 63780

Mr. R. A. Poe
General Chairman BLE
6240 Tarascas
El Paso, TX 79912

Mr. M. A. Young
General Chairman BLE
1620 Central Ave. #201
Cheyenne WY 82001

Mr. W. R. Slone
General Chairman BLE
6207 Airport Freeway
Ft. Worth TX 76117-5321

Gentlemen:

Reference my November 4, 1999 letter with an Attachment A concerning 7 NYD cases to be heard on January 18, 1999 at Spring, Texas. I have heard from all of you, either in writing or verbally. Of the original 7 cases only one has been resolved which was old case two involving a relocation allowance. In its place I have added a new case two which involves the proper roster ratcheting to be used for Longview.

This question was added after I received different proposals from the General Chairmen involved in that case and after talking with them believed that it was best to add that case to the docket. A revised attachment "A" is enclosed with this letter.

Your responses to my earlier letter raised a couple of procedural issues. First, some of you wanted to expand upon the question at issue and either make it more detailed or add sub questions. Since there is not agreement on how the questions should be worded, I will retain my basic questions and each of you are free to word the questions in your submission in whatever detail you wish as long as they are concerned with the basic question.

CARRIER'S EXHIBIT K-1
PAGE 05
II-30

Second, there has been some discussion about oral commitments and agreements that seem to melt away when it comes to putting them in writing. If by chance parties in dispute do reach a written agreement I believe that it should have the signatures of the General Chairmen involved and the Carriers with wording that it resolves Case ___ of the NYD docket number 331. At that time we can remove it from the docket but not before.

Third, some of you have asked about retaining Mr. Muessig as a NYD neutral. I am agreeable to this and in talking with Mr. Muessig he is also agreeable. He has kindly set aside March 29, 2000 as a future hearing date. My condition is that individual New York Dock cases between each of your offices and the Carrier should have a separate NYD docket for handling. The current docket is unique in the number of General Chairmen involved and future NYD cases will most likely be based on non seniority issues such as relocation eligibility etc which will need their own dockets. We will start preparing those dockets for those who have already contacted this office to do so.

Yours truly,

W. S. Hinckley

Mr. Eckehard Muessig
Arbitrator
3450 No. Venice Street
Arlington, VA 22207

Bc: Andrea and Catherine – we need to meet on these to decide the approach we want to take in the hearing.

CARRIER'S EXHIBIT K-2
PAGE FI-31

NEW YORK DOCK ARBITRATION

ATTACHMENT "A"
(December 2, 1999)

Case No. 1

In the Salina Hub (phase II), are all employees who were in engineer training on the day of implementation (May 1999) prior righted to engineer positions or are only those employees who were in engineer training on July 16, 1998 entitled to prior rights?

Case No. 2

What is the proper roster ratcheting method for the three zone rosters at Longview?

Case No. 3

Which former HBT engineers should be afforded Zone 5 prior rights. (Zone 5 is a roster created by a merger implementing agreement)

Case No. 4

What seniority date will be used (system or point) on the DFW Master Dovetail Roster for common assignments when the prior rights period in the DFW Hub expires?

Case No. 5

What is the rightful date of SSW engineer D. O. Kern? Is it the date shown on the seniority rosters provided by General Chairman Thompson (6/12/78), or is it the date that the former SSW rosters were top and bottomed (11/15/83)?

Case No. 6

Is the agreed to template (82/12/6%) to be applied to that group of engineers in the DFW Hub above the pre-merger numbers (310 UP, 42 SP, and 23 SSW)? If so, the SSW would be entitled to two additional slots. Do the Prior rights stop at this same number? After the prior rights number is finalized, how are slots above that number filled?

Case No. 7

Are the twelve engineers who responded to the October 10, 1998 promotion notice at Kansas City entitled to prior rights in Zone 2 of the Kansas City Hub.

CARRIER'S EXHIBIT K-3.
PAGE II-32 OF

APPENDIX III

Labor protective conditions to be imposed in railroad transactions pursuant to 49 U.S.C. 11343 et seq. [formerly sections 5(2) and 5(3) of the Interstate Commerce Act], except for trackage rights and lease proposals which are being considered elsewhere, are as follows:

1. Definitions.--(a) "Transaction" means any action taken pursuant to authorizations of this Commission on which these provisions have been imposed.

(b) "Displaced employee" means an employee of the railroad who, as a result of a transaction is placed in a worse position with respect to his compensation and rules governing his working conditions.

(c) "Dismissed employee" means an employee of the railroad who, as a result of a transaction is deprived of employment with the railroad because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of a transaction.

(d) "Protective period" means the period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of 6 years therefrom, provided, however, that the protective period for any particular employee shall not continue for a longer period following the date he was displaced or dismissed than the period during which such employee was in the employ of the railroad prior to the date of his displacement or his dismissal. For purposes of this appendix, an employee's length of service shall be determined in accordance with the provisions of section 7(b) of the Washington Job Protection Agreement of May 1936.

2. The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of the railroad's employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes.

3. Nothing in this Appendix shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements; provided, that if an employee otherwise is eligible for protection under both this Appendix and some other job security or other protective conditions or arrangements, he shall elect between the benefits under this Appendix and similar benefits under such other arrangement and, for so long as he continues to receive such benefits under the provisions which he so elects, he shall not be entitled to the same type of benefit under the provisions which he does not so elect; provided further, that the benefits under this Appendix, or any other arrangement, shall be construed to include the conditions,

CARRIER'S EXHIBIT L-1
PAGE FI-33

responsibilities and obligations accompanying such benefits; and, provided further, that after expiration of the period for which such employee is entitled to protection under the arrangement which he so elects, he may then be entitled to protection under the other arrangement for the remainder, if any, of this protective period under that arrangement.

4. Notice and Agreement or Decision - (a) Each railroad contemplating a transaction which is subject to these conditions and may cause the dismissal or displacement of any employees, or rearrangement of forces, shall give at least ninety (90) days written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of the railroad and by sending registered mail notice to the representatives of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes to be effected by such transaction, including an estimate of the number of employees of each class affected by the intended changes. Prior to consummation the parties shall negotiate in the following manner.

Within five (5) days from the date of receipt of notice, at the request of either the railroad or representatives of such interested employees, a place shall be selected to hold negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this appendix, and these negotiations shall commence immediately thereafter and continue for at least thirty (30) days. Each transaction which may result in a dismissal or displacement of employees or rearrangement of forces, shall provide for the selection of forces from all employees involved on a basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this section 4. If at the end of thirty (30) days there is a failure to agree, either party to the dispute may submit it for adjustment in accordance with the following procedures:

(1) Within five (5) days from the request for arbitration the parties shall select a neutral referee and in the even they are unable to agree within said five (5) days upon the selection of said referee then the National Mediation Board shall immediately appoint a referee.

(2) No later than twenty (20) days after a referee has been designated a hearing on the dispute shall commence.

(3) The decision of the referee shall be final, binding and conclusive and shall be rendered within thirty (30) days from the commencement of the hearing of the dispute.

(4) The salary and expenses of the referee shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(b) No change in operations, services, facilities, or equipment shall occur until after an agreement is reached or the decision of a referee has been rendered.

5. Displacement allowances -(a) So long after a displaced employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall, during his protective period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

Each displaced employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of his displacement as a result of the transaction (thereby producing average monthly compensation and average monthly time paid for in the test period), and provided further, that such allowance shall also be adjusted to reflect subsequent general wage increases.

If a displaced employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(b) If a displaced employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for justifiable cause.

6. Dismissal allowances. - (a) A dismissed employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall also be adjusted to reflect subsequent general wage increases.

(b) The dismissal allowance of any dismissed employee who returns to service with the railroad shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of section 5.

(c) The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the railroad shall agree upon a procedure by which the railroad shall be currently informed of the earnings of such employee in employment other than with the railroad, and the benefits received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible after appropriate notification, if his return does not infringe upon the employment rights of other employees under a working agreement.

7. Separation allowance.- A dismissed employee entitled to protection under this appendix, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this appendix) accept a lump sum payment computed in accordance with section 9 of the Washington Job Protection Agreement of May 1936.

8. Fringe benefits.- No employee of the railroad who is affected by a transaction shall be deprived, during his protection period, of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, reliefs, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of the railroad, in active or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

9. Moving expenses.-Any employee retained in the service of the railroad or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment as a result of the transaction, and who within his protective period is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects for the traveling expenses of himself and members of his family, including living expenses for himself and his family and for his own actual wage loss, not exceed 3 working days, the exact extent of the responsibility of the railroad during the time necessary for such transfer and for reasonable time thereafter and the ways and means of transportation to be agreed upon in advance by the railroad and the affected employee or his representatives; Provided, however, that changes in place of residence which are not a result of the transaction, shall not be considered to be within the purview of this section; Provided further, that the railroad shall, to the same extent provided above, assume the expenses, et cetera, for any employee furloughed with three (3) years after changing his point of employment as a result of a transaction, who elects to move his place of residence back to his original point of employment. No claim for reimbursement shall be paid under the provision of this section unless such claim is presented to railroad with 90 days after the date on which the expenses were incurred.

10. Should the railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving an employee of benefits to which he otherwise would have become entitled under this appendix, this appendix will apply to such employee.

11. Arbitration of disputes.- (a) In the event the railroad and its employees or their authorized respresentatives cannot settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this appendix, except section 4 and 12 of this article I, within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to selects its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or the highest officer designated by the railroads, as the case may be, shall be deemed the selected member and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree to a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding, upon the parties.

(b) In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the railroad will entitled to appoint additional representatives so as to equal the number of labor organization representatives.

(c) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(d) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(e) In the event of any dispute as to whether or not a particular employee was affected by a transaction, it shall be his obligation to identify the transaction and specify the pertinent facts of that transaction relied upon. It shall then be the railroad's burden to prove that factors other than a transaction affected the employee.

12. Losses from home removal.- (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the railroad (or who is later restored to service after being entitled to receive a dismissal allowance) who is required to change the point of his employment within his protective period as a result of the transaction and is therefore required to move his place of residence:

(i) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by the railroad for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the date of the transaction so as to be unaffected thereby. The railroad shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other person.

(ii) If the employee is under a contract to purchase his home, the railroad shall protect him against loss to the extent of the fair value of equity he may have in the home and in addition shall relieve him from any further obligation under his contract.

(iii) If the employee holds an unexpired lease of a dwelling occupied by him as his home, the railroad shall protect him from all loss and cost in securing the cancellation of said lease.

b) Changes in place of residence which are not the result of a transaction shall not be considered to be within the purview of this section.

(c) No claim for loss shall be paid under the provisions of this section unless such claim is presented to the railroad within 1 year after the date the employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employee, or their representatives and the railroad. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner. One to be selected by the representatives of the employees and one by the railroad, and these two, if unable to agree within 30 days upon a valuation, shall endeavor by agreement within 10 days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall selected, and failing such agreement, either party may request the National Mediation Board to designate within 10 days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

ARTICLE II

1. Any employee who is terminated or furloughed as a result of a transaction shall, if he so requests, be granted priority of employment or reemployment to fill a position comparable to that which he held when his employment was terminated or he was furloughed, even though in a different craft or class, on the railroad which he is, or by training or retraining physically and mentally can become, qualified, not, however, in contravention of collective bargaining agreements relating thereto.

2. In the event such training or retraining is requested by such employee, the railroad shall provide for such training or retraining at no cost to the employee.

3. If such a terminated or furloughed employee who had made a request under section 1 or 2 of the article II fails without good cause within 10 calendar days to accept an offer of a position comparable to that which he held when terminated or furloughed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such 10-day period, forfeit all rights and benefits under this appendix.

CARRIER'S EXHIBIT L-7

PAGE ___ OF ___

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ARTICLE III

Subject to this appendix, as if employees of railroad, shall be employees, if affected by a transaction, of separately incorporated terminal companies which are owned (in whole or in part) or used by railroad and employees of any other enterprise within the definition of common carrier by railroad in section 1(3) of part I of the Interstate Commerce Act, as amended, in which railroad has an interest, to which railroad provides facilities, or with which railroad contracts for use of facilities, or the facilities of which railroad otherwise uses; except that the provisions of this appendix shall be suspended with respect to each such employee until and unless he applies for employment with each owning carrier and each using carrier; provided that said carriers shall establish one convenient central location for each terminal or other enterprise for receipt of one such application which will be effective as to all said carriers and railroad shall notify such employees of this requirement and of the location for receipt of the application. Such employees shall not be entitled to any of the benefits of this appendix in the case of failure, without good cause, to accept comparable employment, which does not require a change in place of residence, under the same conditions as apply to other employees under this appendix, with any carrier for which application for employment has been made in accordance with this section.

ARTICLE IV

Employees of the railroad who are not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under these terms and conditions.

In the event any dispute or controversy arises between the railroad and an employee not represented by a labor organization with respect to the interpretation, application or enforcement of any provision hereof which cannot be settled by the parties within 30 days after the dispute arises, either party may refer the dispute to arbitration.

ARTICLE V

1. It is the intent of this appendix to provide employee protections which are not less than the benefits established under 49 USC 11347 before February 5, 1976, and under section 565 of title 45. In so doing, changes in wording and organization from arrangements earlier developed under those sections have been necessary to make such benefits applicable to transactions as defined in article 1 of this appendix. In making such changes, it is not the intent of this appendix to diminish such benefits. Thus, the terms of this appendix are to be resolved in favor of this intent to provide employee protections and benefits no less than those established under 49 USC 11347 before February 5, 1976 and under section 565 of title 45.

2. In the event any provision of this appendix is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this appendix shall not be affected.

CARRIER'S EXHIBIT L-8
PAGE ____ OF ____
II-40

Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 13265
Docket No. 13112
98-2-96-2-12

The Second Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

(Jimmy D. Burnett
PARTIES TO DISPUTE: (
(Norfolk Southern Railway Company

STATEMENT OF CLAIM:

"The closing of the Hayne Shop in Spartanburg, South Carolina has adversely affected me. I have been forced to take a job in Linwood, North Carolina which is over 120 miles away. I did not get to bid on the job's at Linwood. I was able to bid *only* on shifts and days off. They rearranged forces before July 3, 1995 in anticipation of us accepting jobs at Linwood.

I am not doing the same type work that I was doing at Hayne Shop. They told me that I would be doing door work. Norfolk Southern is sending cars to Contract Shops for work that we could still be doing at Hayne Shop. I do not receive the 25 cents per hour welding rate, because it is not offered as it was at the Hayne Shop."

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

CARRIER'S EXHIBIT M-1
PAGE II-41 OF

Parties to said dispute were given due notice of hearing thereon.

The significant events leading to this claim arose on April 3, 1995 when the Carrier provided notice that certain mechanical work performed at Hayne Car Shop, Spartanburg, South Carolina, would be transferred to other locations on the Carrier's rail system. The Carrier's notice provided, in part, that any employee adversely affected within the meaning of the New York Dock conditions would be allowed the benefits provided therein. Because the Carrier and the Organization were unable to reach an Implementing Agreement, the disagreement was submitted for arbitration. The arbitration resulted in an Award finding that the Implementing Agreement submitted by the Carrier would be imposed.

Pursuant to the Imposed Implementing Agreement, the Claimant bid on and was awarded a Carman position. In lieu of moving benefits to which the Claimant was entitled under New York Dock, he chose to receive a $10,000.00 lump sum relocation allowance. Subsequent to his transfer, the Claimant asked to receive the monthly protective allowance provided under New York Dock protective conditions. The Claimant believed that he was entitled to an allowance because he moved in excess of 120 miles and he would be forced to work different shifts.

The Carrier denied the Claimant's request because he had obtained a position through the normal exercise of his seniority and because he was not placed in a worse position.

This Board lacks jurisdiction to resolve disputes arising under the New York Dock conditions, because New York Dock contains its own arbitration provision. This same issue has been addressed and resolved, as here, on many occasions in the past. See, for example, Fourth Division Awards 4293, 4912, 4667, 3353, and 2095.

AWARD

Claim denied.

M-2
II-42

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 18th day of May 1998.

CARRIER'S EXHIBIT M-3
II-43

Exhibit
JJ

ARBITRATION COMMITTEE

In the Matter of Grievance	:	
	:	
Between	:	
	:	
Transportation - Communications	:	OPINION AND AWARD
International Union	:	Pursuant to Article I, Section II, of
And	:	New York Dock Conditions
Kansas City Southern Railway Company	:	ICC Finance Docket No. 32167
	:	Case 3

Hearing Date: October 20, 1999

Place of Hearing: Kansas City, Missouri

Members of the Committee:

Carrier Member: John S. Morse

Organization Member: Phillip T. Trittel

Neutral Member: Eckehard Muessig

JJ-1

BACKGROUND

In November 1992, an application was filed with the Interstate Commerce Commission ("ICC") by the Kansas City Southern ("KCS" or "Carrier") railroad for control of MidSouth Rail Corporation ("MSRC"). The acquisition was approved in June 1993 (Finance Docket #32167) and, under the terms of the acquisition, New York Protective Conditions ("New York Dock") were imposed.

Pursuant to Article 1, Section 4 of the New York Dock Conditions, an Implementing Agreement ("Agreement") was consummated between the Carrier and the Transportation - Communications Union - Allied Services Division/155 ("TCU" or "Organization) on March 20, 1998. The Agreement was made to cover the transfer of work from the MSRC at Bossier City, Louisiana, to the KCS facilities at Shreveport, Louisiana.

STATEMENT OF THE CASE

There are eight claims before the Board. The Organization contends that the Carrier's refusal to pay Lump Sum monetary benefits to the Claimants violated Section II of the Agreement.

ISSUE TO BE DECIDED

The Organization, in its submission to the Arbitration Committee, stated the "Question at Issue" as follows:

> (1) Did the Carrier violate the terms of the March 20, 1998 New York Dock Implementing Agreement when it refused to compensate Claimants B. S. Boyette, J. W. Hennen, A. D. Johnston, H. H. Jones, D. J. Riddle, H. D. Rubio, S. H. Wilson and P. E. Webb their LUMP

JJ-2

SUM moving benefits outlined in Section II(e) (3) NOTE and (4) NOTE of the Agreement?

(2) If the answer to question No. 1 is in the affirmative, shall the Carrier now be required to pay the Claimants listed above their LUMP SUM Moving Benefits claimed?

The Carrier, in its submission, provided a Statement of Claim which reads as follows:

March 20, 1998 - New York Dock Implementing Agreement - moving expense benefits, Section II(e)(3) and (4) - MidSouth Employees- Bossier City, List of Claimants:

1. B. S. Boyette, Sr.
2. A. D. Johnston
3. J. W. Hennen, Jr.
4. H. H. Jones
5. D. J. Riddle
6. H. D. Rubio
7. S. H. Wilson
8. P. E. Webb

Thus, simply stated, the question is whether the Carrier properly applied Section II(e)(3) Note and (4) Note of the Agreement to the facts and circumstances of these eight (8) claims.

IMPLEMENTING AGREEMENT PROVISIONS MAINLY APPLICABLE

Section II of the Agreement provides as follows:

(e)(1) A MRC Clerk who is required to transfer to another location, which requires a change of residence, as a result of this transaction shall be reimbursed for all expenses of moving his household goods and other effects and for traveling expenses of himself and members of his family, including living expenses far (sic) himself and his family and his own actual wage loss during the time reasonably necessary for such transfer and for a reasonable time thereafter, (not to exceed seven (7) working days), used in securing a place of residence in his new location.

JJ-3

Movement of household goods and other personal effects shall not be undertaken prior to the time the Carrier involved shall have had the opportunity to review the manner in which the employee intends to accomplish such movement and in no event shall the Carrier assume any liability for such movement prior to the time the Carrier has approved the methods or means of accomplishing the movement. Charges for warehousing of any household goods or personal effects while such household goods and personal effects are in transit or otherwise will be borne by the Carrier for a period not exceeding thirty (30) consecutive days, or thirty (30) days in the aggregate, provided such warehousing is necessary in the circumstances.

(2) In addition to such benefits, the employee shall receive a transfer allowance of one thousand dollars ($1,000.00). Arrangements will be made for advance of this sum upon request of the employee after arrangements have been completed for movement of household goods or personal effects pursuant to this subsection.

(3) In the event the employee elects to drive his own personal automobile, not in excess of two (2) automobiles, when making such transfer from his former residence to his new residence, he will be paid the actual mileage between such points at thirty-two and one-half cents ($.325) per mile for use of his personal automobile. Advance arrangements shall be made by the employee with his employing officer before other transportation is used. In determining the mileage to be compensated for, the most direct and practicable highway route will be used as the basis.

NOTE: The employee may, in lieu of all benefits contained in Section II(e)(1), II(e)(2), and II(e)(3), accept a lump sum payment of seven thousand dollars ($7,000.00) if the employee does not own a home or twelve thousand dollars ($12,000.00) if the employee owns a home.

(4) In addition to the above relocation benefits, an employee who is required to change his place of residence as a result of this transaction shall be entitled to the benefits provided in Article 1, Section 12, of NYD (Attachment C).

NOTE: An employee who owns his home (primary residence), or was purchasing it prior to December 30, 1997, may, in lieu of the benefits specified in Article I, Section 12, of NYD (Attachment C), accept a lump sum payment of fifteen

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thousand dollars ($15,000.00). It is understood that an employee electing this lump sum payment must actually move his primary residence to be eligible for this lump sum.

(5) If the employee voluntarily exercises seniority to a position outside District No. 3 prior to the expiration of a twelve (12) month period, he will be required to repay any lump sum payments received under this Agreement.

POSITION OF THE PARTIES

The following is believed to be an accurate abstract of the parties' substantive positions in this dispute. However, the absence of a detailed recitation of each and every argument or contention advanced by the parties in this Grievance does not mean that these were not fully considered by the Board.

THE ORGANIZATION'S POSITION

As noted above, the Organization contended that the Carrier violated the cited provisions of the Agreement when it failed to pay the moving expense options of the named Claimants. It pointed out that it is undisputed that the Claimants were affected by a New York Dock transaction and were required to change their place of residence.

Moreover, the Organization contended that the Carrier now has changed its position as to what evidence was required when employees, who took a Lump Sum payment, changed residences from various locations in Mississippi to the Shreveport, Louisiana, area. In the past, all that the Carrier required from an employee was proof of home ownership. The only other requirement, at that time, was that the employee not voluntarily exercise seniority to another position outside the district to which he or

JJ-5

she transferred for a period of twelve (12) months. If seniority was voluntarily exercised within the twelve (12) months, the Lump Sum payment had to be returned to the Carrier.

The Organization further contended, with respect to the previous point, that the language of Section II(e)(5) of the Agreement is the same as the language used in previous Agreements. It submitted that in the past, both parties agreed that they did not want to be "bothered with the hassle of moving receipts," monetary loss in the sale of home issues, disputes over fair market value of property, etc. It was for this reason that the "Lump Sum" provisions were added to the Agreement, in the hope that the employees would take them.

The Organization, in further support of its basic contention, relies on a taped conversation with certain Claimants and Carrier officials on April 20, 1998, at which time a canvass was taken to determine which employees intended to transfer with their work to Shreveport, and which ones intended to be separated. In response to a question from an employee who asked what needed to be done to receive the $12,000 and $15,000 Lump Sum payments, a Carrier official responded that he would have to move from his permanent residence, move his household goods to Shreveport "or somewhere in Louisiana to receive the transfer allowance and then the sale of your house or loss of your home is the $15,000." Upon a further question, whether the home had to be sold "to get the $15,000?", a Union official responded, "You don't have to sell your home, you just have to move your place of residence and your furniture to Louisiana." This comment by the Union official was not refuted or corrected by the Carrier at the time.

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Therefore, the Organization contends this exchange provided further support to its position that the Carrier had expanded its criteria.

The Organization now argues the Carrier is demanding all types of records in an effort to force the Claimants to show they changed their residence. In its submission, it discussed the details of each claim and the proof submitted by the Claimant. For example, it referred to tax returns, deeds, W-4 certificates, drivers' licenses, voter registration cards. It also provided examples in its submission to support its claim that, in many instances, the Carrier required new and additional information on a day-to-day basis.

Moreover, the Organization argued and provided examples of what it claims are inconsistencies in how the Carrier applied its criteria to the various Claimants, when it required them to show a change of residence. In other words, evidence required of one Claimant was not required of another.

The Organization also contended that, even if a Claimant did not own a home, there would be an entitlement to the $7,000 Lump Sum payment pursuant to the provisions of the Note to Section II(e)(3) because the employees were required to transfer to the KCS in Shreveport, LA and change their residences. This Lump Sum was payble in lieu of all other expenses, e.g., mileage, time off, storage of furniture, movement of household goods, etc. Thus, the Organization argued, even if the Carrier showed that the Claimant did not change his or her "primary residence," in accordance with the Note to Section II(e)(4), the Claimant would be entitled to the $7,000 under the Note for Section II(e)(3).

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Lastly, the Organization provided a rationale to support its claim that the Arbitral holdings relied upon by the Carrier are not on point to the facts and circumstances of these claims.. Moreover, the Organization has also provided an analysis to support its claim that Award No. 6 of Public Law Board 4848 is on point and supports its position in this case.

In summary, the Organization contended that it has conclusively shown that each of the Claimants has changed their "primary" place of residence to the Shreveport, LA area and, therefore, the claims must be sustained. The Organization stated that its position is supported by the meaning and application which has been given to similar language in the past when changes of residence were required.

THE CARRIER'S POSITION

The Carrier's position is well summarized in its letter to the Organization dated August 11, 1999. That letter, in pertinent part, stated:

> Section II.E(3) and (4) of the March 20, 1998 Implementing Agreement requires more than "a change in place of residence." The agreement requires an employee to actually move his primary residence to be eligible for the lump sum payments. This issue was one of the topics discussed during the parties' initial meeting on January 27, 1998. We discussed how some of the BOC clerks were living in temporary living quarters because they were not allowed moving allowances in 1995. The Organization specifically asked if these employees would receive benefits under the BOC Implementing Agreement. The KCS's positionn was that if the employee, after the date of the Agreement, goes back and actually moves his family to the Shreveport area establishing a permanent and primary residence they would be entitled to the moving allowances.

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> A genuine change in residence means that the employee must follow a course of conduct that demonstrates that the employee not only intends but also actually does take up permanent residence with their family at the new work location. ...

The Carrier pointed out that the basic purpose of the Agreement's provisions was to motivate employees to relocate permanently. It is to the Carrier's advantage, as well as the employees', to spend time off close to their work area, in this case, Shreveport, rather than driving time-consuming and long distances, often on rural, country roads, to get to and from work.

The Carrier contended that the cases here involve employees living in a rural environment who are willing to commute long distances to preserve their long-time, primary residences. The Carrier maintained that the Claimants have set up "fictional" residences in Louisiana, electing to commute to their primary residences in Mississippi on their off days and on holidays. It argued that maintaining an apartment or trailer for part-time living is not an actual change in residence as contemplated by the provisions of the Agreement.

To support its position, the Carrier has provided a number of Arbitral Awards which, it submits, are on point with the facts and circumstances of this case. In addition, it has provided its analysis of each of the claims before the Board and a rationale as to why they should not be sustained.

In summary, the Carrier claims that the Organization has not met its burden of proof. It requests the Board to deny the claims because the Claimants have not

moved their families and "actually" established their primary residences in the Shreveport area.

FINDINGS AND OPINION

The issue in this case is whether the eight (8) Claimants "actually" moved their "primary residence" within the meaning of Section II of the Implementing Agreement.

The Carrier, in its brief, and in much of its correspondence, has inserted the word "permanent" before the word "primary." This linkage, which goes to "domicile," is not supported by the record. As properly noted by the Organization, Section II(e)(3) Note and (4) Note do not refer to the term "permanent". These sections only refer to "primary residence." According to the ordinary dictionary meaning,, the word "primary" means occurring first in time or sequence, first in order, or chief. In turn, this means that the Claimants do not have to sell their home, and that they can have two "residences" and still be eligible for the Lump Sum payments at issue here.

Obviously, reasonable people may disagree on how the word "primary" should be understood in the context of this particular Agreement and the facts and circumstances of the eight cases now before the Board. The Awards cited by the Organization and by the Carrier to support their respective positions, while helpful, do not interpret the specific language contained in the Agreement before us which must be applied to the claims here. However, they do address the process of a "change of residence" and the evidence considered by past Arbitral bodies to show whether a change of residence has been "temporary" or "permanent" in nature.

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Nonetheless, it is also instructive, indeed necessary, to examine why the parties agreed to the Agreement of March 20, 1998. Clearly, as is the norm when New York Dock labor protective conditions have been imposed, the parties agree to a procedure on how to handle the sale of homes (if applicable), moving expenses, the transfer of actual work, positions and employees who wish to follow the work. These kinds of negotiations result in Implementing Agreements. Obviously, a major element of these Implementing Agreements focuses on personal matters associated with movement of employees to a new geographic work location. In this dispute, Section II of the Implementing Agreement was developed to deal with those personal issues.

The Carrier and Organization, when each signed the Agreement, agreed that Lump Sum payments could be taken in lieu of reimbursement for individual expenses, such as selling of home, movement of household goods, etc., associated with a change of residence. The purpose of the Lump Sum option was to simplify the administrative steps and paperwork needed when New York Dock benefits had been applied. However, if an employee elects to take the Lump Sum payment, this does not mean that the Carrier may not require satisfactory evidence, as applicable, to show that the actual primary residence has been changed.

What has unnecessarily complicated the eight cases before the Board is that the Carrier did not have specific guidelines as to what kind of evidence the employees needed to show a change of their primary residence. Indeed, the Organization had every right to object on how these recent cases were handled initially by the Director of Transportation Service, when he approved Lump Sum payments on the same basis as

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in the past, i.e., upon providing evidence that the employee had a new address, owned a home, that household goods had been transferred to the new address, a rental or lease agreement, and a W-4, etc. It appears that five (5) employees were paid Lump Sums generally on the basis of providing this kind of information. However, when information surfaced which suggested that some of the Claimants did not actually change their primary residence, the Carrier initiated a more extensive review of each of the subsequent claims. For example, it was found that two employees shared an apartment and their spouses remained in Mississippi.

We have carefully considered the Carrier's procedures. We find that the Carrier had a proper basis to begin a more detailed review process of each of the claims, even though it was not done in a particularly sound manner. The thrust of the option for Lump Sum payments was to make it easier and faster for all parties to conclude the reimbursement process. However, that reduction in paperwork does not mean that the Carrier cannot require submission of credible proof of change in primary residence..

Turning then to the criteria that should be applied in evaluating each of the claims, the Board is guided by the Awards cited by the parties. Clearly, the basic notion of "what" is right, not "who" is right, should underlie any award in these cases. What is fair and comports with the intent of New York Dock requires that employees should not suffer a financial loss for job events not under their control. This basic concept is critical to any resolution of this case. And, lastly, the reasons underlying the

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formulation of Section II of the Implementing Agreement must be considered in this matter.

Accordingly, the facts and circumstances of each of the eight Claimants must be examined in the context of the elements noted above. When the parties signed off on the Agreement which stated that, "It is understood [the employee] must actually move his primary residence to be eligible for [benefits]," there is strong, perhaps even compelling, evidence that the parties meant that the substantive elements that make up a primary residence would be present in the new residential location.

The stated language does not require a sale of a home or the purchase of another home at the new location. If this were so, the parties would have stated it in the Agreement. On the other hand, it is not reasonable to construe the language of the Implementing Agreement in a fashion that the intent of the parties would result in an absurdity. It clearly makes no sense for the Carrier to agree to Lump Sum payments when a Claimant has not qualified for such payment by moving his or her primary residence.

Moreover, one action, standing alone, normally may not constitute proof of an actual change of primary residence. For example, merely obtaining a new post office box address is not proof of change of primary residence. Each case must be examined in terms of the people occupying the current primary residence in Mississippi and their relationship to each other. The notion that the newly claimed primary residence in Louisiana must adequately mirror the circumstances of the former primary residence or, stated differently, the evidence that the family members now live in the new residence

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normally would be one major indication that the primary residence has been changed. This normally would mean that spouses continue to live together, with their children; that the children now attend school near the primary residence; that correspondence and bills are sent to the new primary residence, etc.

If the only change for a married Claimant is that he or she now lives in Shreveport, has a Louisiana driver's license, voting registration, etc., while his or her family remains in a Mississippi residence, while the children attend school there, while the bills and correspondence continue to be sent there, then there is little or no proof that the primary residence has actually changed.

The Organization argues that in many families both husband and wife work, and it is not illogical for the one to remain at the original residence. However, this misses the point. No more relevant or true words were ever spoken than, "Home is where the heart is." Thus, as a general rule of thumb, the chief characteristic of a "primary residence" is the presence of the family and its possessions, including the pots, pans, clothing, recreational and sports paraphernalia, household tools and other goods all too numerous to specifically identify here. Good evidence of a change of "primary residence," therefore, ordinarily would include a bill of lading from a moving company to show that an employee's household chattel had been removed from one place and taken to another.

Depending on the circumstances of each case and, perhaps more importantly, in the exercise of sound managerial judgment, other kinds of satisfactory evidence

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might include evidence that children followed their parents (rather than, perhaps, staying in the former home under the care of a relative), changed schools and had new pediatricians; that an employee became a registered voter in the new community (rather than voting by absentee ballot from the old place of voting); that the family dog had a new license and a new veterinarian; that the automobile registrations and insurance were changed; that the Postal Service was advised of a change of address and forwarded the employee's mail to the new location; that the employee had the new address on his or her new driver's license, library card, check cashing card, credit cards and other financial records; that the family boat had a new registration, and, for example, that life, dental, health and other insurance used the new address. These examples are not intended to be exhaustive. They are intended merely to illustrate the kinds of evidence that a reasonable mind would accept as proof of a change in an employee's "primary residence." Other cases might include other kinds of evidence, but each case must be judged on the basis of the relevant evidence and the consistency of that evidence. In every case, evidence establishing "intimate local ties" must be carefully weighed before making a determination adverse to an employee.

As to the question of consistency, a major criticism of the approach taken here might lie along the line that some employees, even though they may have moved their families and chattel to the new location, nevertheless did not sell their old houses at the prior location and may even intend to retire there at some unspecified future time. However, nothing in the Agreement precludes this arrangement, as we noted

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earlier, provided that the employee actually moved his "primary residence" as evidenced by the establishment of "intimate local ties" at the new location. As we noted at the outset of this discussion: "Home is where the heart is." And, on a day-to-day basis, an employee's "primary residence" is that place where his or her life is focused, rather than some temporary, makeshift place of mere convenience, devoid of "intimate local ties."

Turning now to each of the Claimants, the Board, after a careful review of the evidence provided, holds as follows:

1. B. S. Boyette, Sr.	Claim Sustained
2. H. H. Jones	Claim Sustained
3. J. W. Hennen, Jr.	Claim Sustained
4. A. D. Johnston	Claim Sustained
5. D. J. Riddle	Claim Sustained
6. H. D. Rubio	Claim Denied
7. P. E. Webb	Claim Sustained
8. S. H. Wilson	Claim Denied

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AWARD

The claims are resolved as stated above.

John S. Morse	Eckehard Muessig	Phillip T. Trittel
Carrier Member	Neutral Member	Organization Member

Dated: 1-26-2000

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THE KANSAS CITY SOUTHERN RAILWAY COMPANY

Emerson Bouchard
Vice President - Labor Relations

114 West Eleventh Street
Kansas City, Missouri 64105-1804

Fax: (816) 983-1686
Phone: (816) 983-1294

John S. Morse
Director of Labor Relations

Kathleen A. Alexander
Director of Labor Relations

January 7, 2000

Mr. Eckehard Muessig
Neutral Member
3450 N. Venice Street
Arlington, VA 22207

Dear Mr. Muessig:

This will confirm our telephone conversations and my request for an executive session to discuss the Arbitration Committee's proposed opinion and award, which was issued following the hearing on October 20, 1999. You requested that I submit a written summary of my views before we have our discussion. While I will be candid in expressing my views, I emphasize that we want a final, fair and equitable resolution of the case and we want the Committee to pay our employees what the agreements intended to provide for them. We intend our comments to be constructive and helpful to the Arbitration Committee. We share a common purpose of correcting potential problems that could cause the dispute to live on beyond the final award.

The statement of the case, which appears on pages 1-4, seems quite on target. None of the claimants are claiming actual moving expenses or loss in the sale of their homes. However, the statement does not distinguish the two lump sum payments that are at issue. The first is stated in Section II (e)(3) Note:

> *The employee may, in lieu of all benefits ["...expense of moving his household goods..."] accept a lump sum payment of seven thousand dollars ($7,000.00) if the employee does not own a home or twelve thousand dollars ($12,000.00) if the employee owns a home.*

The second lump sum payment, Section II (e)(4) Note, applies only to homeowners who move their primary residence and elect to retain responsibility and ownership of their original homes. It contains key qualifying language, which is critically important to the outcome of this case:

> *... It is understood that an employee electing this lump sum payment must actually move his **primary residence** to be eligible for this lump sum. (Emphasis added, underline in the original)*

In its summary of the Organization's position, the Board portrays the union's claim as contesting the Carrier's refusal to pay "moving expense options" but it does not mention New

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York Dock Article 1, Section 12 loss in the sale of home benefits or the lump sum in lieu spelled out in the note under (4). Most of the language in the summary concerns moving expense lump sum benefits, as expressed in the last paragraph of page 6 of the proposed award.

The first mention of the key language impacting on the second half of the claim seems to be in the summary paragraph on page 7:

> *In summary, the Organization contended that it has conclusively shown that each of the Claimants has changed their "primary" place of residence to the Shreveport, LA area and, therefore, the claims must be sustained.*

As the neutral states in its summary of the Carrier's submission, the Carrier drew no distinction between the threshold requirements to receive payments under the notes to (3) and (4). The Board ends its statement of the Carrier's position as follows:

> *In Summary, the Carrier claims that the Organization has not met its burden of proof. It requests the Board to deny the claims because the Claimants have not moved their families and "actually" established their primary residences in the Shreveport area.*

The focus of the union's case was to seek two lump sums totaling $27,000 because claimants "incurred" moving expenses. The carrier focused on the lack of evidence to justify a conclusion that claimants changed primary residences. In the findings and opinion, the Arbitration Committee states the issue is whether the eight claimants "actually" moved their "primary residence" within the meaning of Section II of the Implementing Agreement.

A key finding appears on page 11:

> *... We find that the Carrier had a proper basis to begin a more detailed review process of each of the claims, even though it was not done in a particularly sound manner. ... However that reduction in paperwork does not mean that the Carrier cannot require submission of* ***credible proof of change in primary residence.*** *(Emphasis added)*

Another key finding appears on page 12:

> *Accordingly, the facts and circumstances of each of the eight Claimants must be examined in the context of the elements noted above. When the parties signed off on the Agreement which stated that, "it is understood [the employee] must actually move his primary residence to be eligible for [benefits]," there is strong, perhaps even compelling evidence that the parties meant that the substantive elements that make up a primary evidence would be present in the new residential location.*

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What is puzzling about this quote are the substitutions in brackets, which seem to alter the actual language of the agreement. The language, "actually move his primary residence" appears in (4) note only. It actually states:

> *It is understood that* ***an employee electing this lump sum payment*** *must actually move his primary residence to be eligible* ***for this lump sum.*** *(Emphasis added)*

The point is employees must clearly establish that they changed their residences to qualify for either benefit, but there is a much more stringent requirement to qualify for the $15,000 benefit as the actual quoted portion of the agreement demonstrates.

The Board correctly states thereafter on page 12 that:

> *... It clearly makes no sense for the Carrier to agree to Lump Sum payments when a Claimant has not qualified for such payment by moving his or her primary residence.*

The Board then lists what it finds to be the key criteria in evaluating each of the claims, *i.e.* whether the employee "actually" moved their "primary residence" [Statement of issue, page 9].

What stands out to us are the following two points: (1) "One action, standing alone, normally may not constitute proof of an actual change of primary residence." (2) "... as we noted earlier, provided that the employee actually moved his "primary residence" as ***evidenced by the establishment of "intimate local ties" at the new location.*** As we noted at the outset of this discussion: "Home is where the heart is" And, on a day-to-day basis, an employee's "primary residence" is that place where his or her life is focused, rather than some temporary, makeshift place of mere convenience, ***devoid of intimate ties."*** (Emphasis added)

Clearly, the bottom line is that the neutral rejected the union's argument and strongly upheld the carrier. What concerns us is that the Arbitration Committee sustained and denied individual claims without any explanation. As the case now stands, the award appears incomplete. The primary question is whether the Committee held, as it should, that the union has the burden of proof that the claimants met the neutral's criteria. Second, in what way did the individual claimants meet the Committee's insistence that a primary residence "is that place where his or her life is focused, rather than some temporary, makeshift place of mere convenience, devoid of "intimate local ties". Frankly, looking at the record and the union's obligation to prove its case, we cannot see how the Board can distinguish the two it denied from the six it sustained unless it intended to award each claimant $12,000 instead of $27,000.

While the Board states that there has been a careful review of the evidence provided, we do not think the union provided any evidence in the record that any spouses lived with any of the claimants. On the contrary, the union relied solely on its argument that spouses need not live with the claimants who were domiciled in makeshift temporary places of mere convenience. The Board rejected that argument:

> *The Organization argues that in many families both husband and wife work, and it is not illogical for the one to remain at the original residence.*

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However, this misses the point. ***No more relevant or true words were ever spoken than, "Home is where the heart is"*** *(Emphasis added)*

We have no quarrel with the guiding principles set forth at the bottom of page 11: (1) "Home is where the heart is" [the reasons underlying the formulation of Section II of the Implementing Agreement must be considered]. (2) The "basic notion of "what" is right is the underlying principle of this award" and (3) "What" is fair and comports with the intent of New York Dock requires that employees should not suffer a financial loss for job events not under their control. The union should be required to produce evidence to show that each spouse/family has been, in fact, living with each claimant in a new primary residence. The Board should also identify the criteria that each claimant has met from the evidence in the record. Clearly, each incurred some expense in moving or commuting, but the agreement clearly does not support a finding that each person should receive a full $27,000 unless there is clear evidence that the stringent requirement in (4) Note has been met.

In our review of the record, we see some cases where there is uncontested data suggesting claimants "incurred" some moving expenses, but we see nothing to justify a finding that anyone changed their primary residence. Thus, the Board should specifically deny the $15,000 lump sum in all the cases. However, since this is not a Railway Labor Act arbitration, where the Board functions solely as an appellate body confined to the record, the Committee has another option. This is a ***de novo*** proceeding and this Arbitration Committee has full powers to hear all relevant evidence and to seek additional evidence if there is not sufficient evidence available to render a fair decision. In fairness to the union and the claimants, the Carrier will not offer objection if the Arbitration Committee finds it is necessary to order a hearing to obtain all relevant evidence of an "actual move", based on the criteria the neutral has established in the proposed award. Such action is consistent with a longstanding judicial practice of having two proceedings, one to resolve questions of law and one to establish the facts in light of the findings of law. It is far better to have a sound record to support sound conclusions than to leave an incomplete record subject to collateral attack.

We ask the Arbitration Committee to either hold that claimants have not proven that they are due the $15,000 under (4) Note or order a hearing to determine their eligibility on the basis of the criteria the Committee has established.

We request an executive session to discuss these ideas as soon as possible.

Yours very truly,

John S. Morse

John S. Morse
Director of Labor Relations

CC: Philip T. Trittel

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ARBITRATION COMMITTEE

In the Matter of Grievance Between Transportation - Communication International Union And Kansas City Southern Railway Company	:	INTERPRETATION

BACKGROUND

On October 20, 1999, an Arbitration Committee composed of:

Carrier Member:	John S. Morse
Organization Member:	Phillip T. Trittel
Neutral Member	Eckehard Muessig

met to adjudicate eight (8) claims for lump sum moving benefits of Carrier's Bossier City Clerks.

Pursuant to Article 1, Section 4 of the New York Dock Conditions, an Implementing Agreement ("Agreement") had been consummated between the Carrier and the Transportation-Communications Union - Allied Services Division/155 ("TCU" or "Organization") on March 20, 1998. The Agreement was made to cover the transfer of work from the MSRC at Bossier City, Louisiana, to the KCS facilities at Shreveport, Louisiana.

The majority, following the hearing, sustained six (6) of the eight claims. The Carrier member, simply stated, has asked for greater specificity as to the evidence used to support a sustaining award for the six (6) Claimants.

INTERPRETATION

Certain observations are in order with respect to the factors and events that influenced the final Award. After the parties had agreed to an Implementing Agreement, a canvas was taken on April 21, 1998 to determine which employees wanted to separate from the service

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or transfer with their work to Shreveport. Mr. Donald Johnston, Organization Representative, and Mr. Marcus Burns, Carrier Representative, both were at Bossier City, LA to handle the canvas. Mr. John Morse ("Morse"), Carrier Representative, and Mr. Phillip Trittel ("Trittel"), Organization Representative, were in communication with Johnson and Burns via a conference call to answer questions. The calls were tape recorded. Relevant to the final decision in this matter was a question asked by employee B. D. Mangum. He asked: "What I was wanting to know was, first thing was what are the provisions to get the $12,000 and $15,000?" "Have they set an definite guidelines what we must do to receive them?" Morse was asked to answer the questions. Morse asked Mangum where his home was at that time. Mangum told him it was in Vicksburg, Mississippi. Morse asked if that was the address he used to file his 1040 tax return. Mangum responded: "Yes sir, that is my permanent address." Morse then said: "Okay, you will have to move from that permanent address. Move your household goods to Shreveport or somewhere in Louisiana to receive the transfer allowance and then the sale of your house or loss of your home is the $15,000." Mangum then asked: "Are we required to sell our home to get the $15,000?" Trittel responded: "You don't have to sell your home, you just have to move your place of residence and your furniture to Louisiana." The Carrier representatives did not dispute Trittel's answer.

Subsequently, Mangum furnished an apartment lease agreement, a W-4 form changing his address and a U-Haul Truck Rental Agreement to show he moved some belongings. He was paid $27,000. The Carrier subsequently also approved the payment of $27,000 to Messrs. W. H. Andrews, Guy Creekmore and Joe Dan Rushing. These persons essentially provided little more evidence than that which was used for the Mangum approval. The Carrier early on did not have printed detailed criteria that it would use. Indeed, the record shows that Burns, as the Director of Transportation Service, accepted basic statements as to the change of primary residence, i.e., lease agreements, mobil home leases, and similar documentation. The Carrier's action established, as well as our Award, that it was not necessary to sell a home to show that an employee moved his primary residence from Mississippi.

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I also must note that the Carrier, on July 21, 1999, offered to pay the following Claimants, B. S. Boyette, A. D. Johnston, H. H. Jones, D. J. Riddle and P. E. Webb, if the Organization would withdraw the remaining claims. The Organization did not accept the offer. I gave no weight to this offer because it was made without prejudice to the Carrier's position. However, since greater specificity has been requested, the Carrier, by making this offer, also recognized that the Claimants had a supportable basis for their claims.

With respect to each of the Claimants whose claim was sustained, I found that the evidence submitted by the Organization in Exhibits H, (Boyette), I, (Hennen), J, (A. D. Johnston), K, (H. H. Jones), M, (H. D. Rubio) and O, (P.E. Webb) was credible. I found that the information provided by each of these employees met or exceeded the level of proof or documentation which had been supplied by the Claimant whose claims already had been approved by the Carrier.

In retrospect, we should point out that the Award merely provided examples of the many kinds of factors, documents or other materials which would establish a change in an employee's permanent residence. It was not the intent of the Award to suggest that each kind of proof we mentioned need be applied. We furnished "examples" of the kinds of documents a reasonable mind would accept as credible and adequate.

The Chairman found himself in agreement with the Organization when it objected to the "shifting criteria" used to decide the claims as they were being processed by the Carrier. The problem which arose were primarily created by the Carrier which did not set at the outset clear and unambiguous standards by which it would make its decisions. Had the Carrier established clear standards in the beginning, based on the kinds of examples set forth in the Award, and had the Carrier applied these standards in a consistent manner, the issues would have been settled early on.

In summary, I found the evidence submitted by the Organization for six (6) of the Claimants to be credible and consistent with the examples in the Award.

Eckehard Muessig
Neutral Member

JJ-24

Exhibit
KK

AGREEMENT BETWEEN UNION PACIFIC RAILROAD (UP)
AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS (BLE)

Whereas the BLE and various Carriers represented by the National Railway Labor Conference (NRLC) (including UP) have entered into a tentative agreement;

Whereas the aforementioned tentative agreement is presently subject to ratification by the BLE before it can become effective;

Whereas the BLE and UP have also reached certain other tentative agreements, listed below and attached hereto;

Whereas it is the intention of the parties that such other agreements, listed below and attached hereto, only become effective if and when the agreement between the BLE and those Carriers represented by the NRLC is ratified and becomes effective;

It is agreed:

1. The BLE and UP have reached tentative agreement on the following agreements, copies of which are attached hereto:

   (a) System Agreement - Discipline Rule

   (b) System Agreement - Claim Handling Process

   (c) System Agreement - Instructor Engineers

   (d) System Agreement - Peer Training

   (e) System Agreement - Weight on Drivers

   (f) System Agreement - Extra (Undisturbed) Rest

   (g) System Agreement - Without Fireman Payment

   (h) System Agreement - Compensation Delivery

2. The above-listed agreements will become effective only if and when the agreement between the BLE and the various Carriers represented by the NRLC is ratified and becomes effective. In that event, the above listed agreements will become effective on the same date as the BLE/NRLC Agreement.

KK-1

Signed this 21 day of March, 1996

B. D. MacArthur - BLE

L. A. Lambert - UP

D. E. Penning - BLE

A. T. Olin - UP

M. L. Royal, Jr. - BLE

J. M. Raaz - UP

D. L. Stewart - BLE

Approved:

M. A. Young - BLE

J. J. Marchant - Sr. AVP - UPRR

Approved:

R. Dean - VP - BLE

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Attachment (b)

SYSTEM AGREEMENT - CLAIM HANDLING PROCESS

In an effort to provide a method for a condensed and more expedited process of handling time claims, it is agreed that all time claims after ratification of this Agreement shall be handled as follows:

1. All time claims must be presented in writing by or on behalf of the employee involved, to the officer of the Company authorized to receive same, within sixty (60) days of the date of the occurrence on which the claim is based.

2. Should any time claim be disallowed, the Carrier, within sixty (60) days from the date same was filed, must notify the employee or his representative in writing of the reason(s) for such disallowance.

3. If a disallowed claim is to be appealed on behalf of the employee, such appeal must be in writing within sixty (60) days from receipt of the notice of disallowance.

4. Within sixty (60) days of the date of the appeal, the highest Labor Relations Officer authorized to handle such claim must notify the employee's representative in writing of his/her decision to reject this appeal.

5. Within one-hundred-eighty (180) days of the date of the rejection of the appeal, the B.L.E. 's highest designated officer to handle such claims must list this claim, in writing, for conference with Labor Relations.

6. Within sixty (60) days of the Time Claim Conference, Labor Relations must send a final rejection letter of such claim to the B.L.E.'s highest designated officer to handle such claim.

7. Within one-hundred-eighty (180) days of the date of the final rejection letter after Conference, the highest B.L.E. officer designated to handle such time claims must list the claim before a tribunal having jurisdiction pursuant to the law or agreement.

8. If either party fails to comply with a time limit contained in this agreement, the claim shall be allowed (if the carrier's failure) or withdrawn (if the organization's failure). Claims so disposed of shall not be considered as a precedent or a waiver of the contentions of either party as to other similar claims.

9 All rights of the Claimant involved in continuing alleged violations of the Agreement shall, under this rule, be fully protected by continuing to file a claim for each occurrence (or tour of duty).

KK-3

10. This rule recognizes the right of the representatives of the Organization party hereto to file and prosecute claims for and on behalf of the employees they represent.

Note 1: It is understood the time limits set forth in this Rule may be extended by mutual agreement of the parties.

Note 2: The use of the term "in writing" in this Rule includes the use of electronic or computer-based delivery or transmission methods.

Note 3: The parties agree all claims submitted prior to the effective date of this Rule will continue to be handled in accordance with applicable rules or procedures previously in effect. All claims submitted on or after the effective date of this Rule will be handled in accordance with this Rule.

Q-1: What does the term "list the claim" in Section 7 mean?

A-1: In "list(ing) the claim", the Organization must either docket the claim to a Public Law Board in accordance with applicable National Mediation Board rules and procedures or file an ex parte notice of intent with the First Division, NRAB.

Q-2: Does this rule apply to claims under Labor Protective conditions?

A-2: Yes, unless the labor protective conditions provide for different time limits or procedures.

KK-4

Exhibit
LL

Award 15678
Docket 27574

NATIONAL RAILROAD ADJUSTMENT BOARD

FIRST DIVISION

39 South La Salle Street, Chicago 3, Illinois

Conductors-Trainmen Supplemental Board, with Referee Mart J. O'Malley

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PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD TRAINMEN

ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY—
(Eastern Lines)

STATEMENT OF CLAIM: "Claim that Engine Foreman E. C. Utz should be reimbursed in the amount of 378 miles, same being the amount deducted from his pay check covering the period July 29 to October 22, inclusive, 1946."

JOINT STATEMENT OF FACTS: Yardman E. C. Utz, Middle Division, on dates of claim held assignment as pilot on burro crane operating in the Newton, Kansas, yard. The character of this work required that the pilot prepare a daily work train report. A comparison of trip tickets submitted by Yardman Utz developed that he was claiming, and had been paid for 20 minutes more time daily, at the end of his tour of duty, than the yard engineer assigned to the same burro crane. Investigation with Yardman Utz developed this 20 minutes represented time consumed by him walking from point where he went off duty to the switch shanty where yardmen register on and off duty, and making out time slip and work train report. Deduction of the payments made for this 20 minutes additional time was made from Yardman Utz' pay on the first half November 1946 pay roll.

POSITION OF EMPLOYES: It is the position of the Committee that the Carrier is obligated under Schedule Rules to pay for all time consumed in the performance of work required of an engine foreman at the rate specified for a minimum day's work and punitive rate at time and one-half for all time worked in excess of eight hours as indicated in Articles VIII and IX of the Yardmen's Agreement, which read:

"Article VIII.

Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; or when extra men are required by schedule rules to be used, all time worked in excess of 8 hours continuous service in a 24 hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate. This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

This rule is effective April 10, 1919."

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"Article IX.

Eight hours or less shall constitute a day.

Yardmen shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of a crew. So far as it is practicable assignments shall be restricted to eight hours work."

You will note according to the Statement of Facts Yardman Utz made claim on his time tickets for all time worked in excess of eight hours from July 29 to October 22, inclusive, 1946 and it was not until November 12, 1946 that the superintendent notified Mr. Utz that there would be a deduction of 378 miles from his pay check the last half November, 1946. This act, on the part of the Carrier's representative, is an injustice to employes and violates the provisions of the Yard contract, Article XXVII, which reads:

"When for any reason the time claimed by time slips is not allowed, or if the time slip is not made out correctly they will be returned within ten (10) days and the reason given therefor.

If a pay check is short eight hours or more, a discharge check will be issued covering the shortage, on request."

The Carrier will no doubt attempt to rely on the case covered by Western Train Service Board's decision Number 2991. The case originated on this property but, in our opinion, the facts in this case, which resulted in decision Number 2991 are not analogous to the instant claim. We say this for the reason that in the instant case the work performed by Yardman Utz was a regular daily routine and a portion of the duties assigned to him daily, whereas in the case resulting in Award 2991 the claimant claimed additional pay when required to make out a personal injury report.

We feel that this case deserves an affirmative award.

All facts and supporting data have been handled in correspondence and were discussed in conference March 11, 1949 between the Carrier and the employes' representative.

Oral hearing is not desired unless requested by the Carrier.

POSITION OF CARRIER: As will be noted from the Joint Statement of Facts it was discovered when comparing the trip tickets turned in by Yardman Utz with those submitted by the yard engineer, both of whom were assigned in work service with the burro crane working in the Newton yard, that Yardman Utz claimed and had been paid twenty minutes more time daily than the yard engineer. Yardman Utz was requested to explain this apparent discrepancy, which he did in letter addressed to Division Superintendent H. G. Arnold under date of October 30, 1946, copy of which is attached and identified as Carrier's Exhibit "A". The additional time claimed was, in his own language, for "walking to switch shanty making out time slip & making out work train reports."

Yardman Utz went off duty on each of the dates of the claims at First Street, where the burro crane was stored, then walked to the switch shanty where he registered off duty and made out his time slip and Work Train Report, Form 957-Std. A typical work train report filled out by Yardman Utz is attached and identified as Carrier's Exhibit "B", from which it will be obvious that the rendition of the report would require only a negligible amount of time to complete, even if all of it were made out after completion of work.

The major portion of the additional twenty minutes' time claimed daily by Yardman Utz was consumed in walking from the point where he went off duty, at First Street, to the switch shanty where the yardmen's register book

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is located, a distance of approximately 1400 feet. No compensation can properly be claimed for this as Article VI(g) of the Yardmen's Schedule reading as follows:

> "Yard crews shall have a designated point for going on duty and a designated point for going off duty, and they will not be required to walk farther than one-half mile to get to and from such designated points where register, bulletins and lockers are maintained.
>
> NOTE:—This rule does not apply to an extra man until he has started to perform service with the crew to which assigned."

provides that the off-duty point may be a maximum of one-half mile from the point where register book, bulletins and lockers are maintained.

The question of additional compensation for time consumed by yardmen rendering work train reports following completion of tours of duty has been disposed of on this property by Decision No. 1164 of the Train Service Board of Adjustment for the Western Region, the decision being that:

> "This is in effect a request for a new rule and the case is, therefore, dismissed for lack of jurisdiction."

This case covered claims of an engine foreman for time consumed in making out work train reports after his crew was tied up. The same principle is affirmed in Train Service Board Decisions Nos. 893, 1163, 2094, 2203, 2991 and 5750. Attention also is directed to Awards Nos. 8007, 8100 and 10784 of the First Division, National Railroad Adjustment Board, which denied the claims of engine foremen for additional compensation for performing clerical work, and particularly to Award No. 256 wherein the Board, in a case arising on this property, ruled:

> "This Division is without authority to change rules or practice as to relief at end of service period."

The rendition of work train reports when work service is performed is as much a part of the duties of the yard pilot or engine foreman as registering on and off duty and the filling out of trip tickets. There is and always has been a certain amount of clerical work attached to the positions of engine foremen and yard pilots, and this work has always been done by these employes as an ordinary part of their regular duties without payment of additional compensation therefor.

In respect to Article XXVII of the Schedule, cited by the Employes, it is only necessary to call attention to the fact that it is a long-established practice to make adjustments of under and overpayments in allowances, regardless of the elapsed time, when such errors are discovered or called to attention and, throughout the years, innumerable adjustments in favor of yardmen have been made under such circumstances. Article XXVII refers to "when for any reason the time claimed by time slips is not allowed." In this case the time claimed on the time slips was allowed, the timekeeper in making the original payments to Yardman Utz doing so on the basis that the trip tickets were made out correctly and that the time as claimed was valid, there being nothing on the trip tickets to indicate that additional time was claimed beyond the time Yardman Utz went off duty at the regular off-duty point. When it was discovered that Utz had included on his trip tickets the time consumed in walking from the point where he went off duty to the switch shanty, in direct violation of Article VI(g) of the Schedule, heretofore quoted, and also time spent in making out work train report, time slip and registering off duty, he was immediately notified that deduction of the obvious overpayment would be made from his earnings on the November 1946 payroll.

Since the Employes have now injected Article XXVII of the Yardmen's Schedule into this dispute, the case presents two questions: (1) Was Yard-

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man Utz entitled to the 20" additional time claimed daily at the end of his tour of duty, and (2), After this obviously improper allowance had been discovered was it proper for the Carrier to deduct the overpayment from his wages. Without receding whatsoever from its position that the additional time claimed was improper and when discovered that it was properly deductible, the Carrier nevertheless requests that the Board treat on each of these questions in its consideration of the case.

There being no rule, agreement, understanding or past practice that would call for or justify the payment of the additional compensation claimed in this case, the claims of Yardman Utz can only be considered as constituting a request for a new rule, and as such should be denied.

All data in support of the Carrier's position has been made available to the Organization.

Oral hearing is waived.

(Exhibits not reproduced.)

FINDINGS: The First Division of the National Railroad Adjustment Board, upon the whole record and all the evidence, finds that the parties herein are carrier and employe within the meaning of the Railway Labor Act, as amended, and that this Division has jurisdiction.

Hearing was waived.

This claim involves twenty minutes a day for sufficient time to equal, in effect, 378 miles. The period was from July 29, 1946 to October 22, 1946.

Whether or not an employe must be paid for the incidental work of making reports and walking to the point where such report must be delivered is a question that has been decided both ways. The circumstances attending the particular service may have had some effect as a cause of divergent decisions. This referee has on at least one occasion determined that making reports is a part of the duties of some individuals and if it is necessary to make such reports after the end of the shift, the employe must include the necessary time as a part of that shift and be paid on a continuous basis.

Here, there is an additional factor. The pertinent rule is to the effect that timeslips, not approved or incorrect, must be returned in ten days. In this case, the timeslips were first approved and then returned after the ten day limit and a refund taken for their allowance. If the carrier wanted to contest the claim for making reports and walking to the reporting office, its employes who passed on these timeslips should have obeyed the purpose and intent of the rule.

We believe that the return of the slips and the deduction made, were improper because it was too late under the rule.

AWARD: Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of FIRST DIVISION

ATTEST: (Signed) J. M. MacLeod
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of September, 1952.

LL-4

Exhibit
MM

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

August 5, 2002

(110.61-20.326)

MR MICHAEL O COATS
3017 COUNTY ROAD 490
NEW BLOOMFIELD MO 65063

Dear Sir:

This is in reference to your letter of July 15, 2002 regarding the New York Dock Guaranteed TPA Earnings for recollection purposes.

Per your request, attached is a spread sheet indicating amounts deducted and balance due.

If you have any questions, please feel free to contact me.

Yours truly,

R. D. Rock
Director - Labor Relations

ATT

MM-1

G:\LABOR\OPS\WPCDOCS\j080502a rdr.doc (3)

RECOVERY	7/15/00			Under:	
R/682					
NAME	SSN	RELO RCVD.	MO/YR	PROT. PYMNT DEDUCTED	BAL. DUE
COATS M.O.	490-56-9764	$ 30,000.00	Jun-00	$ 1,754.60	$ 28,245.40
			Jul-00	$ 509.11	$ 27,736.29
			Aug-00	$ 2,225.59	$ 25,510.70
			Sep-00	$ 1,581.80	$ 23,928.90
			Oct-00	$ 1,060.58	$ 22,868.32
			Nov-00	$ 905.67	$ 21,962.65
			Dec-00	$ 983.28	$ 20,979.37
			Jan-01	$ 901.67	$ 20,077.70
			Feb-01	$ 2,494.60	$ 17,583.10
			Mar-01	$ 782.74	$ 16,800.36
			Apr-01	$ 837.63	$ 15,962.73
			May-01	$ 34.35	$ 15,928.38
			Jun-01	$ 1,493.58	$ 14,434.80
			Jul-01	$ -	$ 14,434.80
			Aug-01	$ 752.67	$ 13,682.13
			Sep-01	$ 237.03	$ 13,445.10
			Oct-01	$ 1,011.97	$ 12,433.13
			Nov-01	$ 746.46	$ 11,686.67
			Dec-01	$ 1,038.55	$ 10,648.12
			Jan-02	$ 1,222.99	$ 9,425.13
			Feb-02	$ 1,492.09	$ 7,933.04
			Mar-02	$ 1,331.44	$ 6,601.60
			Apr-02	$ 1,679.63	$ 4,921.97
			May-02	$ 449.53	$ 4,472.44
			Jun-02		
			Jul-02		
			Aug-02		
			Sep-02		
			Oct-02		
			Nov-02		

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